

Council Agenda Packet

Tuesday, October 25th, 2022 | 7:00 p.m. | Council Chambers | In-Person



Table of Contents

1	Agenda
3	<i>Minutes: September 27th, 2022</i>
9	Administrator
22	Public Works
24	Planning
25	Court
27	Sheriff
28	Library
30	Council Meeting Synopsis [September 27 th , 2022]
32	Ordinance 791: Noxious Weeds Provision (<i>Second Reading</i>)
35	Ordinance 792: Camping (<i>First Reading</i>)
37	Chamber of Commerce MOU
42	Calapooia Food Alliance MOU
45	Calapooia Food Alliance Water Agreement (Draft)
50	Council Meeting Schedule 2023
51	IGA FEMA, DLCD & Climate Change Documents
75	Homelessness League of Oregon Cities & Oregon Mayor's Association Letters
79	Policy FYI Reprint Non-Profits
82	Linn County Building Permits Article
83	HPAI (Flocks) Notice
84	Department of Environmental Quality (DEQ) Chevron Conclusion
86	ROI Grant Disbursements Inception-to-Date
87	Financials
✿	<i>Please visit:</i> https://www.ci.brownsville.or.us/citycouncil for these preparation documents, 1) McNeely Pictures, 2) TMDL Plan, 3) Project Outlook TTDL, 4) RAIN Update, 5) Linn County Parks, Linn County Reporter, 6) League of Oregon Cities & DEI, and 7) Council Values & Goals.



Council Meeting

Tuesday, October 25th, 2022

Location: Council Chambers | In-person

AGENDA

Regular Session

7:00 p.m.

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) PLEDGE OF ALLEGIANCE
- 4) ADDITIONS OR DELETIONS TO AGENDA
- 5) MINUTES: September 27th, 2022
- 6) PUBLIC HEARINGS OR PRESENTATIONS:
 - A. Rally on the River Overview | Wade Long
 - B. Chamber of Commerce Updates | Jenna Stutsman
 - C. Calapooia Food Alliance Agreements | Don Lyon
- 7) DEPARTMENT REPORTS:
 - A. Sheriff
 - B. Public Works
 - C. Administrator
 - D. Planning
 - E. Library
 - F. Office
 - G. Council
- 8) CITIZEN COMMENTS (Non-agenda & Agenda items)
 - ★ Council asks that comments be limited to three minutes per audience member. Please state your name and address prior to commenting for the public record.
- 9) LEGISLATIVE:
 - A. **Ordinance 791:** Noxious Weeds Provision (*Second Reading*)
 - B. **Ordinance 792:** Camping (*First Reading*)



10) ACTION ITEMS:

- A. Spaulding Avenue Closure | Home for the Holidays
- B. Climate Change Initiatives & Intergovernmental Agreement (IGA) | DLCD
- C. Homelessness | League of Oregon Cities & Oregon Mayor's Association
- D. Approve Council Meeting Schedule | 2023
- E. Rec Center Renovation Fundraising Ad Hoc Committee

11) DISCUSSION ITEMS:

- A. Water Arrangements | CFA's Community Gardens
- B. ROI Grant Disbursements | Inception-to-Date
- C. September Financials

12) CITIZEN QUESTIONS & COMMENTS

- ★ Council asks that comments be limited to three minutes per audience member. Please state your name and address prior to commenting for the public record.

13) COUNCIL QUESTIONS & COMMENTS

14) ADJOURN

Please visit www.ci.brownsville.or.us for the meeting agenda, agenda packet and other City information.



September 27th, 2022

ROLL CALL: Councilor Craven called the meeting to order at 7:00 p.m. with Mayor Ware, Council President Hansen, Councilor Thompson, Councilor Humphreys, Councilor Chambers, and Councilor Neddeau present. Administrative Assistant Elizabeth Coleman, Administrative Assistant Tammi Morrow, Public Works Superintendent Karl Frink and City Administrator Scott McDowell were also present.

ABSENT: Everyone was present.

PUBLIC: Fred Klinkebiel, Alice Tetamore, Sean LaCoste, Sandy Saltzer, Barbara Andersen, Don Lyon, Dan Murphy, Ray & Pam Reynolds, David & Samantha Young, Tia Parrish (*The Times*), Penny Rosenberg (*Albany Democrat-Herald*), and Deputy Vanderhoof were present.

The pledge of allegiance was recited.

ADDITIONS AND DELETIONS: Action Item 10) A. was deleted from the agenda.

MINUTES: Mayor Ware made a motion to approve the July 26th, 2022 Council minutes as presented. Councilor Chambers seconded the motion and it passed unanimously.

PUBLIC HEARING | PRESENTATIONS:

1. **Washburn Street Fence Request | Wood & McNeely.** Residents Wood & McNeely did not attend the meeting but had provided a written request to Council asking for the City to allow their newly constructed fence, which was placed on City property, for a variety of reasons. City Administrator Scott McDowell shared slides of the construction and showed how far the fence encroached on the City's right-of-way. Mayor Ware started the discussion by stating that he had talked with several citizens to get their take on the situation. Ware reported that they all said the fence needed to be removed.

Council Chambers recounted the reasons why the City Planning Commission and Council adopted ordinances for fences and accessory structures. Buildings were placed on neighboring property and public property alike. Councilors Thompson and Hansen were on the Planning Commission when those ordinance revisions were requested of Council. Staff used to spend a lot of time in neighborhood disputes due to property line infringements. The ordinances have served the community well over the last eight years. Administrative Assistant Elizabeth Coleman verifies the location of primary structures, accessory structures and fences to ensure compliance with the Brownsville Municipal Code.

Council Humphreys said that he could not see a way to allow this request. Humphreys thought was why have an ordinance is it is not supported and enforced adequately? Humphreys added that this fence should be removed within thirty (30) days.

Council Thompson and Hansen agreed.

A motion was made by Mayor Ware, seconded by Councilor Chambers to deny the Wood & McNeely request and to require the illegal fence be removed within thirty (30) days. The motion passed unanimously.

DEPARTMENT REPORTS:

1. **Linn County Sheriff's Office (LCSO) Sheriff's Report.** [Councilor Craven moved Deputy Vanderhoof to the front of the meeting for scheduling reasons.] Deputy Vanderhoof reviewed the



numbers from last month. He shared a few items that have been happening around town including a suspect who was stealing cars throughout Linn County. Vanderhoof actually tracked him down and found him here in Brownsville. A chase that ended with the deployment of Oak, the K-9 unit, which compelled the suspect to surrender. The Sheriff's Office has been conducting a lot of training in Brownsville recently.

2. **Public Works (PW).** Superintendent Karl Frink has been busy calibrating equipment at the treatment plants. Frink explained that the controllers need repaired at the south Treatment Plant but the controllers are no longer made and parts are not available. He stated that the system is working and functioning properly, but will need to be replaced within a years time. Frink shared that the PW crew has been trimming trees in the right-of-way on the north side of town. Hopefully, in a few weeks the crew will finish the work on the southside of town. He relayed a story about someone who had illegally cut the tree and left the debris in the street. He has visited with the resident and explained the legal process and public safety implications.

PW fixed a water leak on Loucks Way. Alyrica worked well with PW to get the leak repaired. All backflow testing has been completed for the year. Frink reported that there are 68 new backflow devices in the new River's Edge subdivision. He expects more when Phase III begins constructing and selling homes. PW will be finishing hydrant flushing. Flushing can only be done when the City is pulling water from the river, so there is limited time to finish this task.

The Water Management & Conservation Plan (WMCP) has been submitted to the State. There will be some back and forth between the City and the State until the plan is finalized. Frink has been replacing street signs as needed throughout town. The Park Caretakers did a fantastic job this year, but have left for the season. PW has assumed those duties through the end of October. The Remington Park natural play area was modified to make it safer for play. The Festival of Tents installed new water spigots for Pioneer Park at their own cost and labor. The City appreciates their effort to improve the Park.

Frink reported that the City finished cleaning the wells this summer. Frink hopes that capacity will be restored. It is the first time the wells had been cleaned since 1997. He said that when the City cleaned one of the wells last December, the capacity nearly doubled.

3. **Administration.** McDowell talked about upcoming events including a Candidates Forum sponsored by the Chamber of Commerce which will be held October 12th, 2022 at 7:00 p.m. right here in Council Chambers. Mayor Ware will serve as proctor. The Emergency Preparedness Committee will be hosting an event on October 21st, 2022 at 6:30 p.m. at the American Legion, 339 N. Main Street. The EPC has invited many of the City's non-profit groups to join in the evening. Please come and learn more about preparedness and our communities non-profit groups. Administrative Assistant Tammi Morrow said that soup and ice cream will be served. Council Humphreys & Chambers will be attending the Sheriff's Office quarterly meeting this Thursday. Please email any thoughts or concerns to Mr. McDowell. to give a recap and share some future plans for the rally.

McDowell will forward a link to the new website completed by REAL which the City is a member. The website launches at the end of September. The City has been working on this economic development tool for a number of years. It started as a Ford Family Foundation effort and has continued to be a grass roots efforts by communities in Linn and Benton counties to promote the small town way of life and helping retain and attract a robust business community. Linn County recently implemented a new website. Please check it out. It has a wealth of information available. Administrative Assistant Tammi Morrow and McDowell were unable to continue Phase II of the Weed Abatement program due to a fire ban. Staff still has a few nuisances to follow-up on.



McDowell reported on the personnel transitions happening at the Linn County Planning & Building Department. McDowell recently attended a quarterly meeting with Administrative Assistant Elizabeth Coleman where cities were able to discuss planning challenges and receive training updates. The County is still working on the implementation of their e-permitting system. Several suggestions were shared amongst the group.

McDowell said the LCSO Quarterly meeting was scheduled for September 1st, 2022. Councilor Humphreys is the Council representative and Councilor Chambers would like to attend the upcoming meeting also.

McDowell reported on the challenges of the Weeds & Nuisance program. Weather made mowing difficult to accomplish in a timely fashion. Everyone was great to work with this year. Nearly everyone has already complied or are in the process of complying with the City ordinances.

McDowell reviewed the Project Outlook Checklist with Council for FY 2022.2023. Every year this document is published to ensure that the organization is tracking on Council goals and objectives. The document is directly linked to the budget which sets priorities for the year. New items crop up for a variety of reasons that reorder priorities. Staff documents any changes that occur via reports and Council updates. Overall it is a very useful planning tool. Council receives this report three times a year. The list is not an all inclusive list of what the City's Staff does, but it ensures that Council goals are being met and addressed in a one-stop-shop format.

The City's Park System hosted a variety of events this summer. All were well pleased with the Park Caretakers and the facilities. Mayor Ware & McDowell decided to share the cost of adding additional portable toilets from the Fourth of July through the Antique Faire. The groups financially participated with the City to accomplish this task.

McDowell reminded everyone that the wind machines at the vineyard south of town may start soon. The negotiations with Pacific Power continue. City Attorney David Ris just sent our final items to Pacific Power. Hopefully, Council will be able to finalize this project by the end of the year.

Staff will be sending out the Council Synopsis after every Council meeting as a way to better inform area residents about Council business. Council had requested that McDowell write a brief synopsis after each Council meeting and post it on the City website. By sending the synopsis to all residents, everyone will have access to information that is important to the City.

McDowell reported the City Auditor, SingerLewak, finished their field work in two and half days. Kathy Wilson and Nicole Ryan worked well with City Staff collecting information for analyses. Wilson did a great job planning for the field visit. Staff will review the report with Council as soon as it is received from SingerLewak.

McDowell has also been installing new computers for City Hall. Harris Computers has been integral during that process. Every five years the City upgrades the computers to ensure compatibility with all the required software packages the City uses to conduct utility billing and general ledger activities.

McDowell talked about recent Rec Center Renovation developments. Woodblock Architecture has been retained by Council to complete all specifications and contracts for the project. Woodblock is using KCL Engineering for the mechanical, electrical and plumbing components and VLMK Engineering for the structural engineering elements of this project. Woodblock reported that contractors are not willing to hold prices due to the current economic conditions the United States is facing. The bidding phase has been pushed back to February of 2023 for these reasons. Construction is still slated to begin June 1st, 2023 and extend through September 20th, 2023. The City is doing everything possible to complete the renovation within that time frame as to cause the



least amount of interruption to sports programming and use of the space. McDowell said that he spoken with the Rec Center Board and the Parks & Open Space Advisory Board about the project and everyone seems excited about the project.

McDowell shared information about the 811 program and Northwest Natural gas.

4. **Planning.** Report included in the Council Agenda Packet. No comments. Administrative Assistant Elizabeth Coleman will be reporting at the October Council meeting.
5. **Library.** Report included in the Council Agenda Packet. No comments. Librarian Sherri Lemhouse will be reporting at the October Council meeting.
6. **Court.** Report included in the Council Agenda Packet. No comments.
7. **Council Comments.** No comments.
8. **Citizen Comments.** Barbara Andersen asked for her name to be spelled correctly. She asked Mr. Frink if the Stage had been painted. Andersen had volunteered to paint the Stage at a previous Council meeting. Frink will make the paint available if Andersen's offer still stands.

David Young, 620 Calapooia Avenue, was concerned about flooding in the back yards of properties along Calapooia and Sage Street. Young made claims about the Oregon Drainage Law and did not want to get caught in the middle of neighbor disputes over drainage. Young said that he had received a letter a few years back regarding obstructions. He said that Public Works Superintendent Karl Frink had been down to clean out the drainage area prior to the Pandemic.

LEGISLATIVE:

1. **Resolution 2022.20: Backflow Fee Addition.** Staff prepared a resolution to accurately reflect the annual backflow testing fees charged to residents. The City hires a third-party vendor in an attempt to make it easier for residents to comply with the State law and to save residents money. *Councilor Humphreys made a motion to approve R 2022.20 as presented. Councilor Thompson seconded the motion and it passed unanimously.*
2. **Resolution 2022.21: American Rescue Plan Act Funds Tranche 2 Disposition.** McDowell explained that Council dedicated the first tranche of ARPA money help pay for the Downtown Sewer project. Council had said that the City would use the second installment for the GR12 Waterline project; this resolution would confirm that use. *Mayor Ware made a motion to approve R 2022.21 as presented. Councilor Humphreys seconded the motion and it passed unanimously.*
3. **Resolution 2022.22: Planning Fees Update.** Every year Staff and Council review all City fee schedules. Frink & McDowell reviewed the Public Works fee schedule and the Parks & Open Space Advisory Board reviewed the Parks Fee schedule and are recommending no changes at this time. Administrative Assistant Elizabeth Coleman and McDowell are recommending the two changes contained in this resolution. *Councilor Chambers made a motion to approve R 2022.22 as presented. Mayor Ware seconded the motion and it passed unanimously.*
4. **Ordinance 791: Noxious Weeds Provision (First Reading).** Councilor Craven asked for a motion to read by title only. *A motion was made by Councilor Hansen, seconded by Mayor Ware to read this ordinance by title only. The motion carried. Councilor Craven read the title. McDowell briefly explained the purpose of the ordinance indicating that a second reading will be held next month.*



5. **Arbor Day Proclamation** – Mayor Ware proclaims October 15th, 2022 as the City’s annual Arbor Day celebration.

ACTION ITEMS:

1. **Central Linn High School Road Closure Request.** This item was removed from the agenda at the request of the high school.
2. **TMDL Report | Dyer Partnership.** McDowell gave a brief historical overview of where the TMDL program came from and how it is being implemented by the State of Oregon. The City received a letter from Department of Environmental Quality (DEQ) in March of 2021, which was placed once again on the Council dais, where the State deemed every city in the State of Oregon, a Designated Management Agency (DMA) and required that a plan be adopted by September 3rd, 2022. The State provided no template or much guidance at all on the matter. Council decided to hire City Engineer Ryan Quigley of Dyer Partnership to re-write the plan to meet the new requirements.

The implications to the City’s taxpayers and rate payers is enormous. Council has heard the facts for years now. McDowell contacted the Department of Environmental Quality (DEQ) to request an extension because the plan needed to be reviewed by Council. Dyer Partnership completed the report around August 24th, 2022. McDowell could not submit the plan without Council approval because the plan is going to financially commit the town to execute everything in this plan for perpetuity. The City has over \$50 M in capital assets already and has a pressing need to address over \$20 M in existing infrastructure. The City will always be in debt to unfunded mandates like this one. Discussion ensued. Members of Council expressed dissatisfaction with the State for requiring this unilaterally on small cities. Councilor Hansen commented that at some point the City either has to comply, not comply or begin advocating for some form of relief.

Mayor Ware made a motion to approved the draft plan be forwarded to the Department of Environmental Quality (DEQ) for review under protest. Councilor Neddeau seconded the motion and it passed 6-1. Councilor Chambers voted in opposition to the motion because of this unfair unilateral move by the State of Oregon about a program that was supposed to be voluntary.

3. **League of Oregon Cities Legislative Priorities | Joint Letter.** The City of Harrisburg along with other cities in Linn County have asked Brownsville to participate in a letter that would request better lobbying efforts on behalf of small cities. McDowell explained the purpose of the League of Oregon Cities and the frustrations, like the TMDL program and other requirements being imposed on cities, that the League is supposed to assist member cities with. McDowell indicated that he assisted in penning the letter. *Councilor Hansen made a motion to authorize signatures on the letter and to forward the letter to the League of Oregon Cities as planned. Councilor Neddeau seconded the motion and it passed unanimously.*
4. **Council-Staff Event.** Staff has been asked to organize a social event for Council and Staff that will be held on October 20th, 2022 at 6:00 p.m. at Kirk’s Ferry restaurant. *Councilor Thompson made a motion to approve a social event for Council and Staff as presented. Councilor Humphreys seconded the motion and it passed unanimously.*
5. **KeyBank Deposit Only Account Setup.** McDowell explained that the City is trying to setup a deposit only account so that checks can be deposited at the local KeyBank ATM. It has taken nearly six weeks and Mayor Ware, Councilor Humphreys and Councilor Neddeau have all been involved with signatures and approvals. Staff is requesting Council acknowledge and approve this account for the stated purpose. *Mayor Ware made a motion to acknowledge and approve the creation of this account for making deposits only. Councilor Neddeau seconded the motion and it passed unanimously.*



6. **Heritage Signs [W. Bishop Way] & the State of Oregon.** The State of Oregon reached out to the City to replace the message boards on the west side of town. Many years ago the State launched the Over the River & through the Woods campaign to share local and State history. Time has come to freshen up the signs. The State would like the City to participate financially with this effort. The Linn County Museum is helping with the wording on the boards and will be applying for grants to help pay for the associated costs. Council can choose to be a part of this project financially or part of the group that review messaging or whatever else Council determines. Councilor Craven said that he feels if Council is asked to pay for the sign, then we should have some say in the messaging on the sign. Councilor Thompson and Chambers volunteered to work with the Museum on messaging. Discussion ensued. *Mayor Ware made a motion to stay abreast of this project and possibly serve as fiscal agent depending on details to be determined. Councilor Hansen seconded the motion and it passed unanimously.*

DISCUSSION ITEMS:

1. **ROI Grant Disbursements.** Mr. McDowell reported that the City received the latest invoice from JayRay as presented in the materials. REAL is in the process of hiring a third-party to facilitate a future strategy discussion which would be eligible under the remaining grant funds.
2. **July & August Financials.** No comments or questions.

CITIZEN QUESTIONS & COMMENTS.

No one chose to speak.

COUNCIL COMMENTS.

Mayor Ware explained to the audience that he had offered Council members the opportunity to run a Council meeting. Councilor Hansen ran the May meeting and Councilor Craven volunteered to run the September meeting.

Councilor Craven thanked Mayor Ware for the opportunity.

ADJOURNMENT: *Councilor Craven adjourned at 8:10 p.m.*

City Administrator S. Scott McDowell

Mayor Don Ware



October 25th, 2022

From: S. Scott McDowell
To: Mayor & Council
Re: General Business

Note: The first section of this report follows the Council meeting agenda and provides an overview of topics to be discussed the night of Council. If an item title is **highlighted in green**, that means the item is part of Council Goals. When you see this symbol, ☒, it means more information will be provided at the meeting.

“To go backwards is to do nothing; it is pure loss. It means that one has neither understood nor profited by the lessons of the past.”
~ *Gustave Courbet, Realism Painter*

“You are not lucky to be here. The world needs your perspective. They are lucky to have you.”
~ *Jose Antonio Tijerino, CEO*

“If you want to grow old as a pilot, you’ve got to know when to push it, and when to back off.”
~ *Chuck Yeager, Test Pilot*

“Some people call it a bluebird, others call it a Bluejay, others still call it Cyanocitta cristata...”
~ *Random Thoughts*



AGENDA ITEMS DISCUSSION

The following items follow the order of the Agenda

6) PUBLIC HEARINGS OR PRESENTATIONS:

- A. Rally on the River | Wade Long** – Mr. Wade Long is the event organizer for the Rally and he will be sharing information on all things Rally on the River. The event attracts hundreds of people from all over the western United States and Canada. All love to come to Brownsville!

From 09.27.2022: Wade Long will be attending the October Council meeting to give an overview of the trailer rally and to discuss his future plans. Mr. Long is planning on July 10th through the 16th for the 2023 Rally. Staff has explained that the Rec Center will be under renovation and unable to be used for showers. Long is making other arrangements for this necessary amenity.



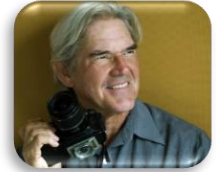
- B. Chamber of Commerce Updates | Jenna Stutsman** – President Jenna Stutsman will provide a check-in about Chamber of Commerce happenings. Council is also being asked to review the agreement the City has with the Chamber. Council asked Staff to include language regarding the repealed transient room tax in the new, updated agreement.





Proposed changes include: 1) Removing the Christmas decorations paragraph, 2) Modify the Flower Baskets language for possible future re-implementation, 3) Add language regarding funding for promoting tourism and events that was lost due to the repeal of the Transient Room Tax, and 4) Remove language under the Administration section that requires City Staff to help take forms and money for events. Other clerical modifications will be made as well.

- C. **Calapooia Food Alliance Agreement | Don Lyon** – President Don Lyon will request on behalf of the Alliance to continue the Farmer’s Market at the current location in Kirk’s Ferry Park and for Council to consider a more permanent agreement for the use of this space for this purpose. The CFA has also requested that the City extend the same arrangement for water use that has been used for the Community Garden site at Pioneer Christian Academy. When the City drew up the original, and subsequent, agreements between the City, the CFA and the Central Linn School District, the City provided water up to a certain amount for the sole use of the Community Garden. Please see the new draft language for more details.



- D. **Rural Economic Alliance (REAL) Website Review** – Staff will review the newly launched website designed to assist with City and regional economic development efforts. The City has been working on this project for many years to bring this regional effort alive and to make it tangible. The website really provides an interface for current businesses and future businesses to interact with our region and cities. The site will provide support and take advantage of opportunities that will create jobs and promote financial well-being for residents of our region. The Rural Opportunities Initiative (ROI) through Business Oregon provided a majority of the funding for the development of this website.



9) LEGISLATIVE:

- A. **Ordinance 791: Weeds Notice Addition (Second Reading)** – At the request of Staff and under the authorization of Council, Staff prepared Ordinance 791 which adds an emergency notice procedure for weeds abatement. City Attorney Ross Williamson helped draft this ordinance.

What is Council being asked to do?

Consider adopting the ordinance. This is the second reading of the ordinance.

- B. **Ordinance 792: Camping (First Reading)** – At last Council meeting, the Parks & Open Space Advisory Board voted unanimously to add two items to the ordinance governing the park. They are recommending adding quiet hours for generators from 10:00 p.m. to 7:00 a.m. They are also recommending a twelve (12) day cap on camping for any individual or group. Council voted unanimously to bring forward an ordinance reflecting those recommendations. The ordinance is included in the agenda packet for your review.



What is Council being asked to do?

Review the language. Hold a first reading.



10) ACTION ITEMS:

- A. **Spaulding Avenue Closure | Home for the Holidays** – The Chamber of Commerce is requesting the closure of Spaulding Avenue on Friday, December 2nd, 2022 for the purpose of hosting a tree lighting ceremony and kicking off festive events for the season. Jenna Stutsman has provided the necessary information for the closure which is included in the agenda packet for your review.



What is Council being asked to do?

Approve the closure of Spaulding Avenue as requested by the Chamber if the City’s parameters are met.

- B. **Climate Change Initiatives & IGA | Department of Land Conservation & Development (DLCD)** – The Federal Emergency Management Agency (FEMA) and the State of Oregon through the Department of Land Conservation & Development (DLCD) is launching a multi-jurisdictional effort to implement two primary components, 1) a Natural Hazard Mitigation Plan (NHMP), and 2) Community Wildfire Protection Plan (CWPP). Their aim, purpose & desired outcome is 1) to assure that the jurisdictions agree to adopt the final FEMA NHMP, 2) Assure to cost share match, and 3) Explain the FEMA requirements in full so that jurisdictions understand what may be needed to secure plan approval for each jurisdiction.



To understand the Federal process and goals, check out this website:

<https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning>

To understand the Federal process and goals for CWPP, check out this document:

 https://www.usfa.fema.gov/downloads/pdf/publications/creating_a_cwpp.pdf

Emergency Preparedness is becoming a mandated have-to. Insurance premiums and Federal Disaster Declarations could hang in the balance.

What is Council being asked to do?

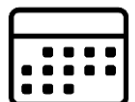
Determine if the City wants to participate in this process by entering into the proposed IGA for this purpose.

- C. **Homelessness | League of Oregon Cities & Oregon Mayor’s Association** – Councilors Neddeau, Chambers and I have not yet met on HB 3115 and it’s massive implications on the City. It appears the League of Oregon Cities and Oregon Mayor’s Association have been busy crafting a plan of their own. Councilor Thompson has asked to join this conversation as well. Please see the information in the agenda packet.

What is Council being asked to do?

Determine if the City wants to support this effort.

- D. **Approve 2023 Council Meeting Schedule** – Annually, Council approves the upcoming year’s meeting schedule to include the August recess, Budget Committee meetings and regular session meetings for the City website.





What is Council being asked to do?

Approve the 2023 schedule as presented.

- E. **Rec Center Renovation Fundraising Ad Hoc Committee** – Staff is requesting the formation of a fundraising committee to review options for the Central Linn Renovation project.

What is Council being asked to do?

Create a committee to look into local fundraising efforts.

11) DISCUSSION ITEMS:

- A. **Water Arrangements | CFA Community Garden** – Pioneer Christian Academy decided to reclaim the use their property about a year ago which meant bidding farewell to the Calapooia Food Alliance who was using their site for the Community Garden. Don Lyon reported that the Academy was very helpful during their move. Everything came together favorably for the Alliance and they have found a new location for the garden.

The Calapooia Food Alliance is requesting the extension of water arrangements to their new location on Main Street for garden purposes. Please see the agreement in the agenda packet for more information.

- B. **ROI Grant Disbursements | Inception-to-Date** – The City received the latest invoice from JayRay. The spreadsheet is included in the agenda packet for your review.

From 04.26.2022: Requirements of Resolution 2022.07 asks that Staff report any ROI grant disbursements to Council. Enclosed in the agenda packet are the transactions so far.

- C. **September Financials**

UPDATES, INFORMATION & HAPPENINGS

S & P Global Ratings Review – Over the last month, the City’s rating is under review with S & P Global. Currently the City enjoys an AA- rating. Below is the chart showing what the ratings mean:

Ratings Scale for Long-Term Bonds

Letter Grade	Grade	Capacity to Repay
AAA	Investment	Extremely strong
AA+, AA, AA-	Investment	Very strong
A+, A, A-	Investment	Strong
BBB+, BBB, BBB-	Investment	Adequate
BB+, BB	Speculative	Faces major future uncertainties
B	Speculative	Faces major uncertainties
CCC	Speculative	Currently vulnerable
CC	Speculative	Currently highly vulnerable
C	Speculative	Has filed bankruptcy petition
D	Speculative	In default

Active: Woodblock & Associates Proposal ||G5] – The project is being put together.

From 09.27.2022: Mayor Ware and I asked a few questions and clarified a few points with Jonathan Dunn that resulted in an updated associated cost based on the scope of work. Council agreed by consensus to handle any new requirements at the September Council meeting. Council authorizes the Mayor and the Administrator to execute necessary documents if details could be arranged and agreed upon. The City has moved forward with the agreement with WAI.

(Source: "About Credit Ratings," Standard & Poor's.)



City Administrator Report

Initial Team Meeting – The City has started working on the details of the contract and construction documents. The schedule had to be modified to accommodate reasonable pricing. Contractors are not going to hold prices very long due to inflation and other unpredictable market conditions.

From 07.26.2022: Woodblock is currently preparing a proposal based on Council's renovation approvals at the last Council meeting. I hope to have the proposal on Monday, July 25th, 2022 so that I can review the proposal with each Councilor prior to the meeting. I am hoping to avoid the need for a special meeting. Please see above and refer to the information in the agenda packet. Please see last month's meeting minutes to see the details of what Council approved.

From 05.24.2022: [...] The City is hoping to start the work in June 2023 which means the project would need to be bid early Spring 2023. [...]

Utilities Ordinance Preparations – Staff is working on modifications to streamline utility billing processes. Planning to bring possible changes to the November Council meeting.

Municipal Court Computer Connections – The City is still working on issues.

From 09.27.2022: Oregon State Police's Candace Benson officially severed the City's connected to the Criminal Justice Information System (CJIS) and the Law Enforcement Data System (LEDS). Administrative Assistant Jannea Deaver and City Administrator Scott McDowell will no longer be required to be certified nor will the City be required to follow the stringent guidelines for data protection, although some data protection practices will be retained.

Central Linn Recreation Center Meeting – Staff has been working with President Katy Kallai on a number of issues including bylaw changes, financial transition items, janitorial services and the renovation project to name a few. The Association has an exciting, young group of people working to bring programming to the youth of our Central Linn community.

From 09.27.2022: I attended the last two meetings of the Rec Board. I reviewed the renovation plans for the Rec Center. Everyone seemed satisfied with the improvements, upgrades and schedule. Several folks volunteered to help fundraise. Council also authorized me to assist with organizational development pieces at the request of President Katy Kallai.

Washburn Street Fence Request – Mr. McNeely will be speaking under Citizen Comments. I have included information the City received from Mr. McNeely on the website for your review.

From 09.27.2022: Council has received a request from Emily Wood & Andrew McNeeley regarding a fence they have placed on the City right-of-way. A City permit was not pulled for this fence. Wood & McNeeley will be requesting that the fence to stay in place. Their letter is part of the agenda packet. I will also have pictures for review at the Council meeting.

Heritage Signs [W. Bishop Way] & the State of Oregon – Councilors Chambers & Thompson will attend meetings after the start of the year according to Beth Dehn from the State. Linn County Museum's Mandy Cole will be heading up that effort.

From 09.27.2022: The State would like to freshen up the message boards on OR 228 just west of J & S Supply. Beth Dehn has been in contact with the Linn County Museum to work on messaging. Most



of the details can be found in the emails included in the agenda packet for your review. The City is being asked to financially participate with the signage replacement costs

Oregon State Treasury Rates – Recently, OST moved the rate from 1.9% to 2.20%.

Water Management Conservation Plan – The Water Management & Conservation Plan (WMCP) was filed August 15th, 2022 with the Oregon Water Resources Department and remains under review.

Active: Park Board Recommendations – Council will hold a first reading of the proposed ordinance Tuesday evening. The ordinance is included in the agenda packet.

From 09.27.2022: Parks & Open Space Advisory Board voted unanimously to add a few things to the ordinance governing the park. They are recommending adding quiet hours for generators from 10:00 p.m. to 7:00 p.m. They are also recommending a twelve (12) day cap on camping for any individual or group.

Active: Nuisances ☑ – *From 07.26.2022:* The City ended up following up on over forty (40) properties. Staff is happy to report that most everyone cooperated well with the City’s efforts to enforce Council’s laws. Phase II will be dependent on the fire season as usual. The City will continue to inspect for nuisances through October.

Central Linn Picnic Association Meeting – *From 07.26.2022:* Administrative Assistant Elizabeth Coleman and I met with Leisa Keiser & Holly Gosda to iron out a few maintenance details contained in the Picture Gallery agreement.

Linn County Planning & Building (LCPB) | Quarterly Contract Cities – *From 07.26.2022:* Administrative Assistant Elizabeth Coleman and I attended the latest meeting with the County and contract cities. LCPB has made significant staffing changes. All cities were happy with the transition and the County’s attentiveness to city needs. A few problems were addressed concerning fees and fee schedules. The County is still working on full implementation of their e-permitting system. The group will talk about the long awaited update to the Urban Growth Boundary (UGB) agreements the cities have with Linn County. Brownsville’s has not be reviewed since 1978. Now we have development happening in the UGB which has caused a few problems we are still trying to work out.



Employee Benefits – Staff has completed the annual open enrollment process.

From 07.26.2022: Administrative Assistant Jannea Deaver and I attended the annual employee benefits review for the upcoming year. The City has until July 26th, 2022 to complete the Request for Coverage for all coverages. Darrin Godfrey & Deidre Thede of HUB serve as the City’s insurance agent when certain needs arise.

Active: Pacific Power Franchise Agreement | [G1] – The City just received the final version last week. Staff will prepare an ordinance for the November Council meeting.



From 09.27.2022: City Attorney David Ris heard back from Pacific Power. The agreement was still not ready for Council review. Ris sent a few suggestions back to Pacific Power. We are once again awaiting to hear back from Pacific Power.



From 03.22.2022: Pacific Power sent back their latest language. Mr. Ris and I made our notes and sent it back to them. There is a key point on private development that we are trying to ensure makes the agreement.



REAL Meetings | [G3] ☑ – I will give a brief presentation of the new REAL website. The latest JayRay report is also included in the agenda packet for your review.

From 09.27.2022: The group has met three times since the last Council meeting. REAL is trying to work on communication details with RAIN, finish the ROI grant, launch the website and hire a consultant to assist with future strategy & goal setting. RAIN assisted with the completion of the monthly report for July. The State of Oregon is holding onto the remaining portion of the grant. The latest invoice from JayRay has been included on the spreadsheet which is a part of the agenda packet.

From 07.26.2022: The group is considering hiring a consultant to assist with developing future strategies and goals. The next meeting is the Thursday after Council meeting.

From 6.28.2022: The REAL Website launch details are being attended to. The effort to secure a RARE student has been delayed. JayRay has forwarded a proposal for additional support services that is currently being considered.

From 05.24.2022: McDowell attended the City of Halsey’s Council meeting earlier this month. Halsey voted unanimously to extend the agreement with the Alliance.

From 04.26.2022: The group will now be referred to as REAL which stands for Rural Economic Alliance. I shared the new logos at the last Council meeting. I have been asked to serve as Chair once again for the group. I have also been asked to present at partner City Council meetings on behalf of the group as members are looking to continue the IGA signed in December 2019 for at least one more year before redoing the agreement.

Authorize Rural Economic Alliance (REAL) Agreement Extension | [G3]

From June 28th, 2022: Council authorized a two year extension.

From 05.24.2022: The IGA with the eight, now nine cities is set to expire on June 30th, 2022. I am asking on behalf of the group to extend the agreement for another two years. REAL will be finishing the objectives from the original agreement that were halted due to the Pandemic. Soon, the group will generate the strategic plan for the next agreement. I have included the current agreement in the packet for your review.



D-Prep Status | [G4] – The group is moving forward with the project launch meeting on November 16th, 2022. Projected start date is early January 2023. The City of Sweet Home is in the process of on-boarding a new City Manager.

From 6.28.2022: Members met to discuss whether or not to move forward with the contract. After much discussion, the group decided to move forward with the Phase I assessment. The firm contract is WSP USA Solutions Inc. out of Portland, Oregon for the total amount of \$34,741.92. The City of Sweet Home is the official contracting agency. Execution of this contract will follow the guidelines set forth in an intergovernmental agreement signed by the six agencies about a year or so ago. Phase I will assess areas that should be addressed to be ready for a variety of disasters, how to setup an



effective Emergency Operations Center (EOC), provide guidelines and locate shared resources & personnel, along with highlighting the need for training & specific exercises.

LCISO Quarterly Meeting | [G1] – Councilors Humphreys & Chambers attended that latest quarterly meeting. There was limited attendance as Millersburg and Brownsville were the only two cities present. Sheriff Duncan reported that she will be testifying against SB 48. Senate Bill 48 created criteria on who could be held in the County jail and for what reasons. Duncan gave a few shocking examples. The Office is down sixteen deputy positions, although it appears they will be able to fill nearly ten of those open positions by the end of the year. The group briefly discussed model ordinances, but due to low attendance decided to hold any further action until next meeting.



From 09.27.2022: Sheriff Duncan finalized the contract signatures for the law enforcement agreement with all contract cities. The quarterly meeting was moved until the Thursday after Council meeting. Councilor Humphreys & Councilor Chambers both plan on attending. The City received the finalized three year contract with the partner cities.

From 07.26.2022: The new lieutenant is Brian Hardy taking over for Beth Miller. The Fourth of July was well covered by the SO.

From 06.28.2022: Councilor Chambers, Councilor Humphreys & I attended the quarterly meeting in Millersburg on June 2nd. Linn County District Attorney Doug Marteeny presented crime statistics and discussed the impacts recently adopted State policies are having on law enforcement. Top four types of felonies for Linn County are, 1) Stolen vehicles, 2) Theft I, 3) Weapons and 4) Identity Theft. Marteeny reported that marijuana has become much more of an issue since legalization. He said that Mexican and Chinese cartels cultivate crops in Oregon and ship the product back east for sale and distribution. There is a push back on the legalization of illegal drugs that happened last election. Marteeny has seen a significant rise in Fentanyl saying that it used to be an FBI issue when a pound of Fentanyl was found in circulation, now that is a common occurrence. He is gravely concerned for the safety and welfare of citizens due to this explosion. Marteeny stressed the importance of advocacy for law enforcement issues during the next session of the State Legislature.

ACTIVE, PENDING & STALLED

Active: League of Oregon Cities Legislative Priorities | Joint Letter – Council unanimously approved joining neighboring cities to discuss policy priorities with the League of Oregon Cities and to send a letter addressing collective concerns. McDowell has contacted Interim Executive Director Patty Mulvehill to discuss setting up a meeting. Penny Rosenberg covered part of the issues in an article published in the Albany Democrat-Herald on October 14th, 2022 after Council’s last meeting.



The City is hosting the upcoming Region IV League of Oregon Cities meeting at Kirk’s Ferry restaurant on November 9th, 2022.

From 09.27.2022: The cities of Harrisburg, Halsey and Scio would like to send the letter to the League regarding their legislative priorities and processes.

Pending: TMDL Report | Dyer Partnership – *From 09.27.2022:* The State’s Department of Environmental Quality (DEQ) required all cities to submit new TMDL policies that support the



responsibilities of a Designated Management Agency (DMA) by September 3rd, 2022. The State unilaterally made all cities comply with these new requirements last March 2021 under the threat of fines. Dyer Partnership was hired to ensure that the new plan met the minimum requirements being handed down by the DEQ. I explained to the State's representative that I could not submit the plan without Council review, so I was asking for a simple extension to accommodate Council review. Dyer had the plan ready the week before the deadline. The State did not grant an extension. They decided to send the City a compliance letter which is a perfect example of what is coming in the future from the Department of Environmental Quality (DEQ) on this issue.

Note: Council is basically saying that the City will always do the items included in this plan which means that you are committing to funding these items forever or else you will be fined by the State.

KeyBank Deposit Only Account Setup ☒ – I will provide an oral report at the meeting Tuesday evening.

From 09.27.2022: I have been attempting to setup a deposit only account with KeyBank so Staff can deposit checks regularly. Staff makes a bank run once a week and sometimes customers get upset because their check hasn't cleared their bank in a timely manner. In an attempt to alleviate this complaint, the City has looked at several options. The best option is to deposit the checks at the local ATM. The deposit only account allows the bank to issue the City a debit card that can be used at the ATM for this purpose.

Pending: Resolution 2022.19: Authorizing Psilocybin Ballot Measure – Council authorized putting this measure on the ballot for a city-wide vote. Staff filed the measure with the Linn County Clerk's Office as required. Measure 22-196 was filed August 15th, 2022. I have included the associated documents in the packet for your review.

From 07.26.2022: The City has the option of placing a vote to the citizens of Brownsville regarding psilocybin. The State of Oregon has authorized this procedure to allow for local control on such a matter. Psilocybin is currently listed as an illegal substance according to the Federal Controlled Substance Act. Linn County is placing this issue before voters as well. Since Council allowed citizens to vote on cannabis, which is also an illegal substance according to the Federal Controlled Substance Act, it seems prudent to allow voting on this matter.

Ordinance 790: Psilocybin Ban – *From 07.26.2022:* This ordinance would come into effect only if the citizens of Brownsville voted against allowing psilocybin.

Active: Rec Center & Pioneer Park Pavilion – See above.

From 12.21.2022: The next step is to gather accurate cost estimates for work to be performed so Council can determine what happens next.

From 09.28.2021: Council will discuss the next steps for this project. Council had developed a Facility Review Committee (FRC) that had made some formal recommendations which Council completed in 2019. An informal, ad hoc committee was created to review logistics and details however due to the pandemic, the project has been on hold. The City was working with representatives from the Central Linn School District, the Central Linn Rec Center, Park Board, the Linn County Pioneer Association, the Chamber and the City of Halsey. Council and the Budget Committee have set aside a substantial amount of money for this project.



City Administrator Report

Active: McClain & Cemetery Maintenance – Public Works Superintendent Karl Frink and the Public Works crew began the drainage project two weeks ago. Frink also ordered all the necessary equipment for the installation of the new gate. The project is underway.

From 05.24.2022: Mr. McClain has been notified of the progress the City has made to date on the pending cemetery roadway improvements.

From 04.26.2022: The City has ordered the signs for the Cemetery. Public Works will make arrangements to install the signage and provide the McClain’s with a remote control for the new gate.



From 02.22.2022: Public Works Superintendent Karl Frink and I met shortly after the last Council meeting to address the items in Mr. McClain’s letter. Karl will be installing an automatic gate at the Cemetery, addressing the stormwater runoff issue with drainage, and Public Works will resume grading the road.

Active: River’s Edge Outcome – *From 05.24.2022:* Staff continues to work closely on inspections and permitting issues. Public Works Superintendent Karl Frink recently reported that the developer was planning on making the required improvements to the open space area in the subdivision. This open space area will be the responsibility of the homeowners association. The City is holding \$102,946.95 for the completion of this project. Once the open space meets inspection, the City will refund those monies.

Respectfully Submitted,

City Administrator Scott McDowell

Please visit the City website at <https://www.ci.brownsville.or.us> for all kinds of information pertaining to the City’s business and operations.
Visit <https://www.ci.brownsville.or.us/currentevents>.
★ *Kirk Avenue Project History*
★ *Calapooia Riverbank*



Goals Outcomes & Developments



1

Goal 1 | Focus on Fundamentals

Linn County Sheriff's Office Monthly Report | [G1] – The City is under contract for 200 hours per month. The eighteen-month average looks like this:

LCSO Month-to-Month Comparison (18 months)

Year	Month	Traffic Citations	Traffic Warnings	Hours
2022	September	5	5	225.25
2022	August	14	21	200
2022	July	18	6	223
2022	June	11	16	176
2022	May	15	7	200
2022	April	40	18	231
2022	March	13	12	211.25
2022	February	19	12	213.25
2022	January	11	11	244.5
2021	December	19	17	200
2021	November	12	16	220.75
2021	October	13	25	204
2021	September	9	3	230
2021	August	10	5	218
2021	July	19	8	233.25
2021	June	9	9	184.25
2021	May	40	15	209
2021	April	14	13	210
	<i>Subtotal</i>	291	219	3833.5
	Total Average	16.17	12.17	212.97
		Cites	Warnings	Hours

S & P Rating – The City should be receiving the updated rating very soon.

2

Goal 2 | Water Rights

Oregon Association of Water Utilities (OAWU) | [G2] – The Water Management & Conservation Plan (WMCP) is currently under review by the Oregon Water Resources

Goals Outcomes & Developments



Department. The State reserves the right to make edits to the document and forward it back to Council for further approval.

From 07.26.2022: [Council passed Resolution 2022.18 acknowledging the WMCP Draft] The City was required by the State of Oregon to adopt a WMCP plan. Council hired Oregon Association of Water Utilities (OAWU) to complete the required report. The report will be filed with the Oregon Water Resources Department (OWRD) for their official review. Staff is simply asking Council to acknowledge the report has been completed and will be filed with the State. Staff is not asking Council for official approval. The City will wait for the State's official review to be completed prior to officially adopting the plan.

From 07.26.2022: The City will soon be submitting the required report with the State. More information to follow.

From June 28th, 2022: Tim Tice is finalizing the report. Council should be in receipt of the report soon. Once Council approves the report, it will be filed with the State for their review & approval.

3

Goal 3 | Economic Development Plan

Authorize Rural Economic Alliance (REAL) Agreement Extension – See REAL progress in the City Administrator report for more information. The website is finished. The group is now busy working on strategic plan development per the IGA.

4

Goal 4 | Community Development Plan

Active: Canal Company & the Mill Race | [G4] Agreement Proposal – *From 05.24.2022:* Staff has forwarded the agreement to Canal Company leadership and is waiting to set up a meeting as scheduling allows.

From 03.22.2022: I finished the initial draft of the proposed agreement. Mayor Ware & Councilor Craven have reviewed the document, however, Council should make a few key decisions before proceeding any further.

Land Inventory | [G4] – Mr. Kinney continues preparations. Staff has provided a few deadlines to move the process forward. We are hoping to be holding public hearings in January 2023.

From 03.26.19: Please review the letter from Planning Consultant Dave Kinney. I asked Mr. Kinney to provide this letter to show Council the process and the political will that is going to be necessary for this important project.

See past reports for more information.

Goals Outcomes & Developments



RV Ordinance & the Zoning Code Amendment | [G4] – From 10.27.2020: Administrative Assistant Elizabeth Coleman and Planning Consultant Dave Kinney have been working on a major amendment to Title 15 of the Brownsville Municipal Code. The proposed RV ordinance from last meeting falls within Title 15. City Attorney Ross Williamson said that any amendments to Title 15 will require a special process as it falls within the Measure 56 rule that requires two separate public hearings and a direct mailing to all effected property owners.

Right-of-Ways & Storage Containers | [G4] – From 12.17.19: Council considered **two** ideas moving forward at the last meeting. Idea #1) consider permitting for temporary storage containers, and Idea #2) consider future requirements for storage containers as permitted living spaces.

5

Goal 5 | Capital Improvements Plan

Facilities Review Committee Recommendation Outcomes | [G5] – See City Administrator report for more information.

From 02.22.2022: Staff met with Jonathan Dunn’s architecture firm on February 16th, 2022 to start the process at the Rec Center.

From 01.25.2022: Council accepted Woodblock & Associates proposal.

Central Linn Recreation Center Renovation Project ☒ – *From 07.26.2022:* I have consulted with Woodblock Architecture regarding the next steps for the renovation project as approved by Council at the last meeting. Woodblock is preparing a proposal for the project’s next steps.

6

Goal 6 | Organizational Development

From 02.22.2022: Council Retreat allows for this goal to be implemented and improved upon.

7

Goal 7 | Advocacy Plan

From past meetings: Council and the Chamber made a difference in getting an exemption for pharmacies carved out by the State Legislature due to the negative impact of the Corporate Activities Tax.



Public Works Report October 19, 2022

Water:

- *Billing Support*- Follow through on customer service support and requests.
- *Meter reading* – Water meters have been read for the month of October.
- *Distribution System* – There were two small leaks in the last month.
- *Cross Connection Program*- Public works will be going out for bid for backflow device testing in January 2023.
- *Water Treatment Plant* – All water plant analysis instruments have been calibrated to factory specifications.
- *Misc.* – Public Works will begin hydrant flushing in August and will flush all fire hydrants in our system. The Water Management and Conservation plan is complete and has been reviewed and submitted Oregon Water Resources for final approval.

Sewer:

- *North Lagoons* – Preparations are under way for the upcoming discharge season.
- *South Lagoons*- Preparations are under way for the upcoming discharge season.
- *Collection System*- There are several new sewer connections pending with several new homes being constructed.
- *Misc.* – Nothing to report this month.

Streets:

- *Mowing/Tree Maintenance* –Public Works trimmed trees within the public rights-of-way for safety and vision clearance. Public works continues to mow rights-of-ways throughout town. All right—of-ways have been mowed and trimmed as needed.
- *Asphalt/ Gravel Road Maintenance* –Nothing to report this month.
- *Storm Drainage* – Nothing to report this month.
- *Misc.* – Street sign work continues as time allows. Many new locations have new posts set and the new signs installed. We will be creating a map that indicates all the areas in town that public works mows and maintains. The traffic counters and speed indicators are in the process of being installed. These devices will be moved around town to various locations to gather traffic data.

Parks:

- *Pioneer Park* –Public Works has assumed all duties of cleaning and maintaining Pioneer Park. Pioneer Park will be closed on October 31st.
- *Blakely Park* – The Park is mowed and maintained as needed.
- *Kirk's Ferry Park* – This Park is mowed and maintained as needed. The play logs have been flat-topped along with additional cleanup around the logs for safer playing.
- *Remington Park* – This park is mowed and maintained as needed. The park sign will be installed soon. Some work will be done to the log structure to improve its usability.

Cemetery:

- *Grounds* – Public works mowed and trimmed the entire cemetery. We are currently installing a catch basin and culvert to minimize road washout during the rainy months. We will be installing a new entry gate and fencing in November.

Library:

- *Grounds*- This facility has been mowed and maintained as needed.
- *Buildings*- Some minor building repairs are complete.

Downtown

- *Restrooms* – This facility is cleaned every Friday, or more often needed. Several repairs have been made to this facility due to vandalism.
- *Garbage cans* – Downtown garbage cans are emptied every Friday, or more frequently as needed.
- *Parking Lot* – Nothing to report this month.
- *Misc.* – The glazing around the windows at the Picture Gallery have been repaired and painted.

City Hall:

- *Buildings*- Nothing to report this month.
- *Grounds* –The grass is mowed and maintained weekly, or as needed. The irrigation has been turned on.
- *Community Center*- Nothing to report from this facility this month.

Rec. Center:

- *Grounds*- The grass is mowed weekly or as needed.
- *Buildings*- Nothing to report this month

Public Works:

- *Grounds*- This facility has been mowed and maintained as needed.
- *Buildings*- Cleaning and organizing continues as time allows.
- *Misc.* – Preventative maintenance is being performed on all the vehicles and equipment. All the equipment at public works has been repaired or in the process of being repaired to prepare for use.
- *Equipment Repair*- Several pieces of equipment have broken down and have been repaired.
- *Training*- Nothing to report this month.

Respectfully Submitted,



Karl Frink, Public Works Superintendent

PLANNING AT A GLANCE OCTOBER 2022

Permits *Building, Plumbing, Mechanical, Fence, Etc.*

- | | | |
|----------------|-----------------------|-------------------|
| • Structural | SFD w/attached garage | 839 NP Loop |
| • Structural | Solar Roof Mount | 917 Ash St. |
| • Plumbing | Backflow | 839 NP Loop |
| • Fence | | 324 Blakely Ave |
| • Construction | Accessory Structure | 1305 Ash St. |
| • Construction | Accessory Structure | 117 W Worley Ave |
| • Fence | | 355 E Blakely Ave |

Updates:

BLI (Buildable Lands Inventory):

10.18.2022: Linn County GIS Department to provide updated maps after completion of another BLI project. Kinney will verify GIS Department's 30-day schedule for the city's project. Stay tuned.

Elizabeth E. Clemen

**Linn County Justice Court Revenue
Reconciliation Worksheet**

Docket #	Defendant Name	City Fines
17 A 00080	Darryl D Thompson	\$25.00
22 O 03948B	Michael Hoffman	\$32.00
22 O 03950B	Jessica Mengore	\$47.00
20 O 000140	Michael Davis	\$20.00
12 Y 005742	Jebidiah DeZurney	\$17.50
12 Y 005742	Jebidiah DeZurney	\$15.60
21 A 000207	Ronghua Wu	\$4.50
	09/01/22 - 09/30/22	\$161.60

Payment received October 17, 2022 - \$161.60 Check # 728722 from Linn Count

10/7/2022

**JP COURTS
INVOICES TO AGENCIES**

MONTHLY:
JP COURT FINES DUE \$ 161.60

TO: CITY OF BROWNSVILLE

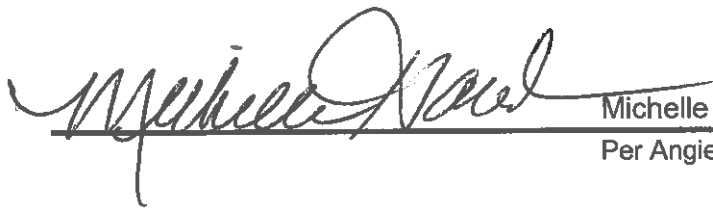
Account Code

4510 / 6389 TOTAL \$ 161.60

V001011

R-1 CITY OF BROWNSVILLE
P O BOX 188
BROWNSVILLE OR 97327

MEMO: JP COURT FINES DUE



Michelle Hawkins
Per Angie Debban

RECEIVED
OCT 11 2022
ASST. CLERK

RECEIVED
City of Brownsville
OCT 17 2022

Clerk _____



LINN COUNTY SHERIFF'S OFFICE

Michelle Duncan, Sheriff

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

www.linnsheriff.org

2022

MONTHLY REPORT TO THE CITY OF BROWNSVILLE FROM THE LINN COUNTY SHERIFF'S OFFICE

FOR THE MONTH OF:

SEPTEMBER

TRAFFIC CITATIONS: -----	5
TRAFFIC WARNINGS: -----	5
TRAFFIC CRASHES: -----	1
ADULTS ARRESTED : -----	3
JUVENILES CITED/VIOLATIONS: -----	0
ADULTS CITED/VIOLATIONS: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED:-----	78

Total Hours Spent: BROWNSVILLE 225.25 Hours

CONTRACT HOURS = 200 HOURS

**Michelle Duncan,
Sheriff, Linn County**

By: Lieutenant Brian Hardy



Library Advisory Board

Librarian's Report

September 2022

Here are a few facts about our library the month of September 2022. We have received 52 new books for the library. Volunteers donated 131.5 hours to our Library. There were 1,553 materials checked out. 432 adult fiction books; 117 adult non-fiction books; 108 audio books; 517 children's books; 260 junior books; 79 junior reference books and 40 large print books. The last time our circulation numbers were near this high was in 2019 (pre-pandemic). In September 2019, we checked out 1479 items. We exceeded that. Read on!

In September, we held 9 children's programs with 107 participants. There were 6 programs for adults with 45 participants. Highlights in Children's Programs included making a boat complete with fisherman at Story Time, having 22 participants one Friday afternoon and checking out over 500 books this month. Whew. Our World Cultures & Travel began its 6th season with Burma: A Land Beyond with Don Lyon.

Also, in September I had the opportunity to be the guest speaker at the Chamber of Commerce Meeting. This was a great opportunity to tell business owners what is happening at our Library.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sherri Lemhouse".

Sherri Lemhouse
Librarian



Library Advisory Board

Librarian's Report

Books Checked Out	Average	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	1509.60	1848	1344	1375	1428	1412	1524	1487	1808	1760	1629	1355
August	1425.90	1613	1161	1109	1483	1576	1626	1381	1672	1524	1586	1198
September	1260.70	1553	1063	1080	1479	1491	1125	1327	1589	1002	1466	1305
October	1376.00		1160	1321	1501	1247	1397	1414	1280	1673	1504	1472
November	1278.90		1036	1060	1337	1513	1529	1319	1087	1124	1354	1503
December	1210.00		942	1082	1229	1145	1240	1312	1317	1337	1309	1165
January	1288.40		1191	1169	1314	1161	1466	1363	1330	1398	1477	1194
February	1283.10		1035	1087	1333	1391	1422	1468	1168	1582	1246	1010
March	1380.00		1255	1257	1224	1503	1450	1513	1423	1266	1298	1344
April	1345.70		1286	1286	725	1467	1252	1365	1452	1763	1267	1292
May	1339.50		1332	1130	683	1644	1452	1254	1148	1690	1181	1370
June	1178.50		1481	1074	882	1026	1163	1450	1155	1175	797	1773
Total Books	15876.30	5014	14286	14030	14618	16576	16646	16653	16429	17294	16114	15981

September 2022									Inter		
Week Ending	F	NF	AUDIO	CH	Computer	JR	JRREF	LP	Loan	Patron Count	Reference Questions
9/3/2021	72	17	6	55	5	29	16	7	1	67	8.04
9/10/2022	94	25	19	93	12	55	9	13		136	16.32
9/17/2022	90	27	32	131	12	69	29	5		184	22.08
9/24/2022	102	29	38	129	13	72	15	12		155	18.6
9/30/2022	74	19	13	109	8	35	10	3		122	14.64
Total	432	117	108	517	50	260	79	40	1	664	79.68

September 2021		Other	Weekly	Weekly	Weekly	Weekly
Week Ending	Book	Adult	Adult	Parents	Story	Children's
Stitchery	Club	Programs	Programs	& Pals	Time	Programs
9/3/2021			0	0	16	1
9/10/2022	4		1	7	9	2
9/17/2022	2		23	2	10	2
9/24/2022	4	9	2	8	22	2
9/30/2022	3		1	8	7	2
Total	13	9	23	6	33	9



Brownsville City Council Meeting Synopsis

September 27th, 2022



Council met in regular session at 7:00 p.m. in Council Chambers on September 27th, 2022.

- ◆ All members of Council were present. Councilor Craven presided.
- ◆ Emily Wood & Andrew McNeely provided a written request asking Council permission to retain an illegally constructed fence in the right-of-way on Washburn Street. After reviewing the matter, Council decided to require removal of the fence from the right-of-way within thirty (30) days. Misplaced fences and other structures cause strife between neighbors which is why the City adopted a fence ordinance and accessory structure ordinance in 2015.
- ◆ City Administrator Scott McDowell gave a brief overview of the Annual Project Outlook for FY 2022.2023. He explained this document is used to ensure that the organization is tracking on Council goals and objectives set through the budgeting process. Staff documents any changes that occur via reports and Council updates.
- ◆ City Administrator Scott McDowell reported that the Chamber of Commerce will be hosting a Candidate Forum on October 12th, 2022, at 7:00 p.m. in Council Chambers. The Emergency Preparedness Committee is hosting an evening with local civic organizations at the American Legion on October 21st, 2022, at 6:30 p.m. McDowell encouraged people to come learn more about the many non-profit organizations in town.
- ◆ Council unanimously passed Resolution 2022.20 which modified the charge for annual back-flow testing to keep pace with market conditions.
- ◆ Council unanimously passed Resolution 2022.21 to dedicate funds received through the American Rescue Plan Act to the GR12 Waterline Project. The GR12 Waterline Project will increase the City's water capacity through the year 2060 based on current growth projections.
- ◆ Council unanimously passed Resolution 2022.22 to update the City's Planning Fee Schedule.
- ◆ Ordinance 791: Noxious Weeds Provision. Council held a first reading on this ordinance modification. The provision would allow Staff to post property in a more timely fashion if emergency conditions were applicable.
- ◆ Council unanimously adopted recommendations from the Parks & Open Space Advisory Board that will modify quiet hours in Pioneer Park and limit the total number of days allowed by any individual to camp.
- ◆ Council recognized the TMDL plan as re-written by City Engineer Ryan Quigley, Dyer Partnership, and recommended the plan be forwarded to the Department of Environmental Quality (DEQ) as required by the State of Oregon under protest. Unfunded mandates such as this one will cause a great financial burden to Brownsville taxpayers and rate payers.
- ◆ Council authorized Mayor Ware to sign a letter expressing concerns about advocacy issues with the League of Oregon Cities (LOC) in a joint effort with other small cities in Linn County. The LOC is the lobby group handling municipal matters in the State of Oregon.



All information the Mayor & Council received for the meeting can be found on-line prior to every meeting and after at <https://www.ci.brownsville.or.us/meetings>. Please contact City Administrator Scott McDowell with questions at 541.466.5880 or email at admin@ci.brownsville.or.us.



City of Brownsville
255 North Main Street
P.O. Box 188
Brownsville, OR 97327

PRSRT STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL

LOCAL POSTAL PATRON



The **Emergency Preparedness Committee** cordially invites you to a soup & ice cream event on Friday, October 21st, 2022, at 6:30 p.m. at the American Legion, 339 N. Main Street.

You will be welcomed by many of the City's non-profit groups. Emergency preparedness information will be available as well. You can also find a wealth of emergency planning information on our website at www.clcepc.org.



CENTRAL LINN HIGH SCHOOL HOMECOMING FESTIVITIES

Central Linn High School would like to invite the community to a community-wide pep rally on October 14th, 2022, at 5:00 p.m. at the Central Linn High School, 32433 Highway 228, Halsey, Oregon. The Homecoming Court will be recognized, the high school band will play, Blue Notes will perform, and Coaches will be speaking.



Contact the High School for more information at 541.369.2811 or visit their website at <http://centrallinn.k12.or.us/high-school/>.



ORDINANCE NO. 791

**AN ORDINANCE REVISING SECTION 8.30.060 OF THE
BROWNSVILLE MUNICIPAL CODE, RELATED TO NOXIOUS
VEGETATION**

WHEREAS, Section 8.30.060 of the Brownsville Municipal Code (BMC) sets out nuisance regulations for weeds and other noxious vegetation, and;

WHEREAS, noxious vegetation has become an especially dangerous condition in the community by increasing the risk of fire, which can spread fast even in urban settings during hot and dry conditions, and;

WHEREAS, the Council finds that noxious vegetation creates a clear danger to the community with impacts on the peace, health, and welfare of the residents of the City of Brownsville; and

WHEREAS, to reduce the dangerous impacts of noxious vegetation on the community, Council finds that it is prudent to create a summary notice procedure for the presence of noxious vegetation to ensure timely abatement, thereby protecting the entire community from the dangers of noxious vegetation during warm-weather periods,

NOW THEREFORE, the City of Brownsville ordains as follows.

Section 1. BMC 8.30.060 is amended, in total, to read as follows including the addition of a new subsection (F).

8.30.060 Noxious vegetation.

- A. The term “noxious vegetation” does not include vegetation that constitutes an agricultural crop, unless that vegetation is a health hazard or a fire or traffic hazard within the meaning of subsection (B) of this section.
- B. The term “noxious vegetation” does include:
1. Weeds more than 12 inches high.
 2. Grass more than 12 inches high.
 3. Poison oak.



4. Blackberry bushes that extend into a public thoroughfare or across a property line, without the approval of the adjacent land owner.
 5. Vegetation that is:
 - a. A health hazard.
 - b. A fire hazard because it is near other combustibles.
 - c. A traffic hazard because it impairs the view of a public thoroughfare or otherwise makes use of the thoroughfare hazardous.
- C. Between June 1st and September 30th of any year, no owner or persons in charge of real property shall cause or allow to remain standing on the property noxious vegetation anywhere within the City limits.
- D. Lots and parcels more than one acre shall maintain the property around buildings and roadways as follows:
1. Within 30 feet of any building or accessory structure.
 2. Within 20 feet of any roadway, walkway or property line.
- E. Owners and persons in charge of real property more than one acre shall have the option of baling the material from their land. Hay must be baled and removed no later than the last day of July.
- F. For properties in violation of this section, the City may post a notice of violation on the property in a reasonably visible location providing the person responsible with not less than 72-hours to abate the nuisance. After expiration of the notice period, the City may abate the noxious vegetation nuisance, and assess the costs of abatement as provided in BMC 8.30.190. If the notice provided for in this subsection (F) is used, it shall be in lieu of the notice required by BMC 8.30.150. Prior to proceeding with notice of violation under this subsection (F), the City shall have first used reasonable available measures to make contact with the person responsible, including mail and telephonic communication.



Section 2. This ordinance shall take effect on the thirtieth day after its adoption by the Council.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR
this 25th day of October, 2022.

Approved:

Attest:

Mayor

City Administrator



ORDINANCE NO. 792

AN ORDINANCE REVISING SECTION 8.20.060 OF THE BROWNSVILLE MUNICIPAL CODE, RELATED TO CAMPING

WHEREAS, Section 8.20.060 of the Brownsville Municipal Code (BMC) sets out camping requirements;

WHEREAS, the Council wishes to revise the BMC at the recommendation of the Parks & Open Space Advisory Board of the City of Brownsville; and

WHEREAS, to ensure an orderly, peaceful environment for campers,

NOW THEREFORE, the City of Brownsville ordains as follows.

Section 1. BMC 8.20.060 is amended, in total, to read as follows including the reordering of certain sections and the addition of two new subsections (F) & (G).

8.20.060 Camping.

- A. No person shall park overnight in any area within a City park or open space without authorization from the City Administrator.
- B. All City parks and other public open space are not campgrounds. Parks shall be used for park uses and purposes only. City open space is not for camping, living or any other such related activities.
- C. All camping is allowed at the sole discretion of Brownsville City Council.
- D. Camping shall be allowed only by event agreement, associated with a paid reservation, and in designated areas.
- E. General public camping is allowed Friday, Saturday and Sunday only. General camping will also be allowed around recognized holidays such as the Fourth of July. One day prior to the holiday, the day of the holiday and one day after the holiday will be allowed.
- F. Quiet hours are from 10:00 p.m. to 7:00 a.m. Generators are prohibited during quiet hours.
- G. Individuals or groups are not permitted stay more than twelve (12) cumulative days in any given Park season.
- H. Fees for overnight camping shall be set by resolution of the City Council of the City of Brownsville. It is a violation of this chapter for any person to



occupy or use an overnight campsite, or other park accommodations for which a fee is charged, without paying the associated fee or charges. The Park Caretaker or other person designated by the City Administrator will collect camping fees daily. Interested parties should inquire at City Hall if Park Caretakers are not on-site.

- I. Campsite and related equipment may not be left unattended for more than a 24-hour period. Any unattended campsite shall be confiscated by the City. If the items are not claimed within seven days, the City shall dispose of the items.
- J. No utilities or any other services will be provided to any campsite.

Section 2. This ordinance shall take effect on the thirtieth day after its adoption by the Council.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR
this ____ day of _____, 2022.

Approved:

Attest:

Mayor

City Administrator



Memorandum of Understanding

BETWEEN: The City of Brownsville, an Oregon
Municipal Corporation (CITY)

AND: Brownsville Chamber of Commerce (BCC) (ORGANIZER)

RECITALS

- I. The City of Brownsville owns and operates Pioneer Park, a 26+ acre public park, public streets and appurtenances.
- II. Organizer wishes to utilize Pioneer Park to host several events and work cooperatively with City Hall to provide administrative support for BCC happenings and events along with the use of public facilities.

AGREEMENT

1. **TERM & ORIGINATION.** This Agreement is made this 1st day of December 2019, between the City and the Organizer shall commence upon signature and expire December 31st, 2022. The term shall be three (3) years and include a one (1) year option. Any changes can be made mutually between the parties including updating the event dates from year to year which shall be finalized in November of the previous event year.
2. **ADMINISTRATION.** The City has been providing and will continue to provide administrative support for BCC events. The BCC shall provide the details for all upcoming events sixty (60) days in advance as the City takes numerous phone calls and questions from the general public. If the City is providing collection services such as selling tickets for events, the BCC shall provide a receipt book and all necessary contact information for the Event Chair.
3. **LOGISTICS.** The City & the BCC have worked cooperatively on beautification efforts such as Christmas decorations and flower baskets. The details are described below:

Christmas Decorations: The BCC purchased new decorations (2012) at a cost of \$1,193.46. The City purchased the hardware brackets to hang the decorations at a cost of \$2,160. The City hangs Christmas decorations the week after Thanksgiving with the help of Norm's Electric. The decoration plan was to hang a banner on every other lamppost throughout town. The BCC picked out the decorations. The banners are projected to last between five and seven years. *The City and the BCC will work together when it is time to purchase new banners (2020).*

Flower Baskets: The BCC decided to beautify the downtown area on Main Street between Kirk Avenue & Stanard Avenue and down Spaulding Avenue by hanging flower baskets from the lampposts in the winter of 2008. The City's portion of this project was to fabricate and install brackets for the lampposts that could hold the baskets at a cost of \$2,730, just for fabrication.



Memorandum of Understanding

The BCC would be responsible for purchasing the baskets, hanging the baskets and watering the baskets during the summer. The baskets cannot weigh more than 80 lbs. or it could destroy the lamppost. The City does not hang the baskets because we do not have the necessary equipment to do such a task nor the human resources. The City cited the fact that we have three Public Works employees who provide for nearly all municipal services.

The City suggested working with all the business owners to develop a watering plan. The BCC decided to pay an outside contractor to provide the service. The City has allowed the contractor to use City water at no charge and originally purchased and setup the equipment needed to execute the task.

Street Closure Requests: Council requires certain steps for the closure of any street, right-of-way, parking lot or other public space.

The event chair or other designee of the BCC shall, 1.) provide a complete signature, sign-off sheet(s) for all affected parties who normally use the street, 2) provide a certificate of insurance up to \$2 million naming the City as additionally insured, 3) make arrangements with Public Works to have the appropriate signage for the closure provided for the event and returned to the City, and 4) meet any other requires Council deems appropriate.

Any event chair or designee should meet with Council at least sixty (60) days prior to the event.

The City conducts an annual lottery for people applying to utilize Pioneer Park. The City must have all BCC dates in November. The City forwards all applicable information to potential applicants of the lottery because some users choose not to select weekends if an event is happening in the Park or if certain events are scheduled for Pioneer Park.

If the City has a scheduling discrepancy caused by the BCC, the City shall charge BCC the applicable rental rates for facilities. Failure to provide the City proper scheduled needs could result in the BCC's inability to use certain facilities.

4. CONDITIONS. The City grants permission to the Organizer to use Pioneer Park for holding the Event on the date stated above subject to the following conditions:

a) **Application.** Organizer has submitted the following information:

- Name and address of the person or persons responsible for the Event:

*Sue Frasier, BCC President
P.O. Box 167
Halsey, Oregon 97348
541.974.4412*

- An accurate description of the area requested to be used:

★ **Pioneer Picnic Breakfast — June (3rd Weekend)**
*Pavilion: 6:00 a.m. to 11:49 a.m..
(BCC is a "subcontractor" for the Linn County Pioneer Picnic*



Memorandum of Understanding

Association. The Association will be responsible for the Pavilion deposit not the BCC for this event.)

★ **4th of July Breakfast – July 4th**

Pavilion: 6:00 a.m. to 11:00 a.m.

The Organizer shall have July 3rd reserved every year for pavilion use. Applicable rental rate will apply.

★ **Antique Faire – August (1st Saturday)**

Pavilion, Prairie including the middle of the Park between the west ball diamond and the pavilion.

6:00 a.m. to 5:00 p.m.

BCC will be renting the Pavilion on the Friday before Antique Fair. The cost for the rental shall be the resident rate. The BCC will use the Pavilion to store items the night before.

The exact dates and times of the proposed event:

To be provided by the BCC of Commerce in November.

- Estimated attendance:

Varies per event. Breakfasts typically serve 300-500 with a support staff of 25. Antique Faire 60 to 80 Vendors, 5-10 Staff and hundreds of customers.

- Number of tickets to be sold, if any:

Not Applicable.

- Nature of the proposed gathering(s):

Breakfast, Vendor Sales, & Car Show.

Responsibilities of Organizer.

In order to demonstrate that Organizer has adequate plans to satisfy the responsibilities of this Agreement, Organizer has submitted the following information:

1. A feasibility review for the site with proposed venue layout.

The Antique Fair uses the prairie and areas around the horseshoe pits along with the Pavilion. Area may modify due to the relocation of the playground equipment planned for early 2020.

2. Providing all necessary appurtenances for said Event including, but not limited to, additional trash cans, fencing and portable facilities such as restrooms.

Tents will be setup on site as needed. Portable restrooms & additional garbage services are the responsibility of the Organizer.



Memorandum of Understanding

3. Procuring and providing every aspect of the Event including, but not limited to, all arrangements, logistics and food service.

BCC will be responsible for all arrangements and logistics.

4. Setting up and tearing down all structures relating to the Event.

BCC will be solely responsible for all set and tear down concerning all events. The kitchen cannot be used for storage between events.

5. RESPONSIBILITIES OF CITY

The City shall provide:

- The use of the requested venue for the specified dates.
- Normal day use of the Park shall be permitted. Normal day use includes people using the river, playground equipment and other normal uses of the Park during the Event.
- The use of all facilities and areas as described above.
- Existing restrooms, trash cans and dumpsters.

6. **COMPENSATION.** A deposit shall be placed on file with City Hall for the use of the pavilion in May. The standard deposit is \$150. The BCC shall provide a deposit of \$150 for the use of the pavilion. The deposit shall be considered a rolling deposit. If the City finds the Pavilion in an unacceptable condition, the deposit will be forfeited, and the City will contact the responsible party. If the pavilion is cleaned and returned in the proper condition, the City shall return said deposit at the end of the event season. A BCC representative(s) and/or the Event Chair should meet with the Park Caretakers to ensure the facility is returned to the proper condition.

Council voted 4-2 on October 22nd, 2019 to provide \$1,800 to the ORGANIZER annually for the installation and maintenance of the downtown flower baskets executed each year by the ORGANIZER. The City would like to receive an invoice in October each year.

Past Agreement: Council voted unanimously on November 26th, 2013 to provide \$1,200 to the BCC annually for the installation and maintenance of the downtown flower baskets executed each year by the BCC. The City would like to receive an invoice in October of each year.

7. **RECREATIONAL IMMUNITY.** Due to recent changes in State Law (2016), the City must have the maximum amount of flexibility to revise this agreement as changes come available through City/County Insurance Services (CIS) or through case law from the Oregon Court System. Resulting policy shifts from CIS may cause the Parks & Open Space Advisory Board and Council to adopt policy that could impede past practices and precedence of City operations in Pioneer Park. Changes could cause the BCC to provide additional proof of insurance or could result in changes in requirements of the BCC to name a few examples. The future of individuals camping in Pioneer Park and the use of the kitchen are two major areas that could easily change due to policy shifts, risk analysis or otherwise. The City is under the legal obligation through



Memorandum of Understanding

their contract with CIS to follow necessary policy requirements as may deemed necessary for the good of the pool.

- 8. ENTIRE AGREEMENT.** This document embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.
- 9. MODIFICATION AND WAIVER.** No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by all the parties.
- 10. INTENT.** The intent of this Agreement is to cooperatively work together to create a working relationship that will be mutually beneficial.

City:

A handwritten signature in blue ink, appearing to be "SM", is written over a horizontal line.

S. Scott McDowell
City Administrator

Date: 10.28.2019

Organizer:

A handwritten signature in blue ink, appearing to be "Sue Frasier", is written over a horizontal line.

Sue Frasier
BCC President

Date: 12.12.19



USE AGREEMENT

BETWEEN: The City of Brownsville (City)
AND: Calapooia Food Alliance (Alliance)
DATE: April 1, 2021 [Originally Proposed]
November 23rd, 2021 [Renewed]

RECITALS

- A. City is the owner of certain real property (Kirk's Ferry Park) located at the southeast corner of Main Street and Kirk Avenue in Brownsville, Oregon.
- B. The Alliance desires to use the premises for a weekly Farmers Market.

FOR AND IN CONSIDERATION OF THE MUTUAL OBLIGATION
HEREIN, THE PARTIES AGREE:

1. **USE.** Alliance shall have the right to use the Premises for operating and maintaining a Farmers Market each Thursday (2:00 p.m. to 7:00 p.m.) from April to October and for no other purpose or time without City's prior consent. The Alliance agrees to require vendors and Market coordinators to park in areas other than the spaces provided on site.
2. **TERM.** The term of this lease shall commence upon execution hereof and shall continue for one year with a one-year option. Council will consider renewal at the end of the term.
3. **TERMINATION.** Either party may terminate this use agreement without cause upon thirty (30) days written notice to the other sent First Class and Certified mail to the addresses listed. Upon termination, all rights extended under this Agreement are terminated.
4. **CONDITIONS.** City grants use to Alliance at Kirk's Ferry Park subject to the following conditions:
 - a. Alliance shall always maintain vehicular access to the driveway on the east side of the property. The City operates utilities and Alyrica operates their main fiber optic terminal in the area.
 - b. Require vendors to park off premises at either the Rec Center parking lot or the City owned lot at the southwest corner of Averill Street and Stanard Avenue.
 - c. The Alliance shall visit with all neighbors on Main Street, Kirk Avenue to the Mill Race/Tail Race, all property owners on Averill Street including Park Avenue to the Centurylink Building at the corner of Spaulding and Averill and address efforts and plans to minimize parking disruptions during the market hours.



- d.** Monitor and limit on-street parking during market hours. The Kirk Avenue, Main Street intersection is busy. The City does not want to experience parking issues at this intersection.
 - e.** If the market uses the asphalt area, the northside basketball hoop must be left open and available to the public.
 - f.** Canopies cannot be left standing.
 - g.** The Alliance shall provide the City with an insurance certificate naming the City additionally insured at the level required by the City's insurance agent and City requirements.
 - h.** Any damages sustained to any Alliance property or appurtenances shall be the sole responsibility of the Alliance. The City will not be responsible for any theft, vandalism or any other damages sustained by the Alliance or any of their affiliates during their use of this site.
- 5. SIGNAGE.** The Alliance may place their wooden market sign on the Kirk's Ferry sign.
 - 6. IMPROVEMENTS.** During this initial trial use of public space, future improvements will not be considered.
 - 7. MAINTENANCE.** The City is responsible for making repairs and performing necessary maintenance to or upon the Premises. The Alliance is responsible for cleaning up any debris left after each Farmers Market.
 - 8. INDEMNIFICATION.** To the extent legally possible, Alliance agrees to indemnify, hold harmless and defend City from and against any and all claims, damages, losses and expenses, including attorney fees, made by or paid to others, arising from Alliance's use of the Premises or from Alliance's performance or failure to perform its obligations under this agreement. The Alliances agree to pay for insurance to cover the period of their use of the property.
 - 9. ATTORNEYS FEES AND LEGAL EXPENSES.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement or to collect any indebtedness hereunder, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in the proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing any order, judgment, or decree entered in such suit or action. In addition, in the event of default by either party in performance of this agreement, the defaulting party agrees to pay all reasonable attorney fees and legal expenses incurred by the non-defaulting party in collecting any such sums due hereunder even though no litigation is filed.
 - 10. SUCCESSORS AND ASSIGNS.** The terms, provisions, covenants and conditions contained in this agreement shall apply to, bind and inure to the benefit of the heirs, personal



representatives, administrators, legal representatives, successors and assigns of City and Alliance.

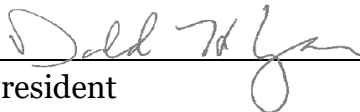
- 11. **ENTIRE AGREEMENT.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.
- 12. **MODIFICATION AND WAIVER.** No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by all the parties.


ALLIANCE:

CALAPOOIA FOOD ALLIANCE

CITY:

CITY OF BROWNSVILLE

By: 
President

By: 
Mayor

Address: 255 N. Main Street
P.O. Box 188
Brownsville, OR 97327



Memorandum of Understanding

BETWEEN: The City of Brownsville,
An Oregon Municipal Corporation (City)

AND: Calapooia Food Alliance (CFA)

DATE: November 2022

RECITALS

- A. The City desires to support a community garden.
- B. The Calapooia Food Alliance (CFA) will provide these services through their non-profit status and mission.

FOR AND IN CONSIDERATION OF THE MUTUAL OBLIGATION HEREIN, THE PARTIES AGREE:

1. **PREMISES.** The premises is described at the Linn County Assessment & Taxation Office as Map #14S02W06BBo3700, Account #307278. Owner Agent Dee & Kathleen Swayze and the associated mailing address is 185 S. Main Street in Brownsville, Oregon. The proposed use of this property shall be done through agreement between the Calapooia Food Alliance and the property owners.
2. **TERM.** The term of this Memorandum shall commence upon execution hereof and shall continue with reviews every three (3) years.
3. **TERMINATION.** Either party may terminate this Memorandum without cause by giving thirty (30) days written notice to the other sent first class and certified mail to the addresses listed, however, termination will not commence until the end of the gardening season which is in November. All rights extended under this Memorandum shall be null and void upon termination. The City reserves the right to remove all necessary water meters and appurtenances associated with this memorandum.
4. **MAINTENANCE.** The City is not responsible for making repairs and necessary replacements or performing necessary maintenance to or upon the premises. CFA guidelines and programming shall maintain the premises in a manner consistent with this agreement and any City requests.
5. **UTILITIES.** City will supply up to 55,000 cubic feet of water per year to the property for the use of the community gardens. Any water used in excess of this amount shall be charged to the CFA at the normal monthly rate then in effect. Water shall be billed annually in December. All System Development Charges (SDC) and associated water meter installation charges will be waived for the installation of this meter, however, the meter can only be used for the stated purposes. The meter and any installed appurtenances are the property of the City of



Brownsville. Any private, future use of this shall require payment of all applicable SDC and utility charges as prescribed by Ordinance and Resolution of the City. All water used in this agreement is for the sole purpose and benefit of the CFA for the purpose described above.

- 6. **INDEMNIFICATION.** To the extent legally possible, City agrees to indemnify, hold harmless and defend the Calapooia Food Alliance from and against any and all claims, damages, losses and expenses, including attorneys fees, made by or paid to others, arising from City's use of the premises or from City's performance or failure to perform its obligations under this Memorandum. The City shall have the right to review and make recommendations on any of the CFA policies for the community gardens.
- 7. **ATTORNEY FEES AND LEGAL EXPENSES.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Memorandum or to collect any indebtedness hereunder, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in the proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing any order, judgment, or decree entered in such suit or action. In addition, in the event of default by either party in performance of this agreement, the defaulting party agrees to pay all reasonable attorney fees and legal expenses incurred by the non-defaulting party in collecting any such sums due hereunder even though no litigation is filed.
- 8. **SUCCESSORS AND ASSIGNS.** The terms, provisions, covenants and conditions contained in this Memorandum shall apply to, bind and inure to the benefit of the heirs, personal representatives, administrators, legal representatives, successors and assigns of the CFA and City.
- 9. **ENTIRE MEMORANDUM.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.
- 10. **MODIFICATION AND WAIVER.** No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by both parties.

CITY:

ALLIANCE:

By:

By:



Don Ware, Mayor

Don Lyon, President

By:

S. Scott McDowell, Administrator

Address: 255 N. Main Street
P.O. Box 188
Brownsville, OR 97327

LINN County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

October 17, 2022 5:06:42 pm

Account # 307278
Map # 14S02W06BB 03700
Code - Tax # 55219-307278

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr RAYES ADDITION TO BROWNSVILLE
 Lot - 7-11

Mailing Name SWAYZE DEE & KATHLEEN
Agent
In Care Of
Mailing Address 185 S MAIN ST
 BROWNSVILLE, OR 97327

Deed Reference # 649-291 (SOURCE ID: MF649-291)
Sales Date/Price 07-16-1993 / \$83,500.00
Appraiser UNKNOWN

Prop Class 200 **MA** **SA** **NH** **Unit**
RMV Class 200 06 06 012 29070-1

Situs Address(s)	Situs City
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Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
55219	Land	82,030			Land	0
	Impr.	0			Impr.	0
Code Area Total		82,030	18,160	18,160		0
Grand Total		82,030	18,160	18,160		0

Land Breakdown										
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
55219	1	<input checked="" type="checkbox"/>			Commercial Site	111	S	11,620.00		82,030
Grand Total								11,620.00		82,030

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
Grand Total								0	0

Comments: ***** CAP NOTE - Type J *****
 JVF10956: .48AC SEG'D TO NEW TL3701; .50 AC REMAINING 4/10/95 VP (TL3701 TO BE CONSOLIDATED W/142W6B 300; SEE JVF 10957)
 JVF10958: .14AC SEG'D TO NEW TL 3702 & RECOMPUTE, NO ACREAGE TO BE CARRIED; IMPS ON NEW TL3702 (TL3702 TO BE CONSOLIDATED W/142W6B 400; SEE JVF 10959), TL3700 NOW TO BE VALUED HABU AS COMMERCIAL. VP 4/10/95

***** CAP NOTE - Type R *****
 VALUE REVIEW, 7/30/93 PN
 93MX: -13,470 IMPS. VALUE REVIEW, PROPERTY IN POOR CONDITION DUE TO DRY ROT, AGE & RENTERS. 8/93 MM. SEE 94 MX-OWNERS WILL BE FIXING
 94MX: NOT LOOKED AT DURING 94MX VP 9/14/94
 95CYCLE: POSSIBLE BENCHMARK; LOOKED AT 10/28/94 & REAPPRAISED; IF ANY FURTHER REPAIRS TO BE MADE, PERMITS WILL BE TAKEN OUT SO REMOVE FROM MX LIST
 2005MX: PER CITY LTR 10/25/04 ZONED VOLUME COMMERCIAL, DEVELOPMENT IN THE FLOOD PLAIN IS LIMITED (NOT PROHIBITED) MUST MEET FLOOD PLAIN REQUIREMENTS. ADJUSTED FOR LOW NEEDS FILL BUT CAN USE CURRENT ACCESS. IS ADJACENT TO COMMERCIAL STORAGE UNITS PLACED IN 1997. TALKED TO ML. OWNER HAD LTR FROM BROKER SUGGESTED ALL PPTY (TL300 306494, TL400 306502 W/MH & THIS ACCT) MIGHT LIST FOR 150000. DUS12/04



Dollar General

Dee & Kathleen Swayze Properties

Dari Market

Nealon Storage

Vicinity Map



CALAPOOIA
food alliance



2023 Council Meeting Calendar

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
6:○	14:●	21:●	28:●				5:○	13:●	20:●	27:●				7:○	14:●	21:●	28:●			

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				
6:○	13:●	20:●	27:●				5:○	12:●	19:●	27:●				3:○	10:●	18:●	26:●			

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5					1	2	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
3:○	9:●	17:●	25:●				1:○	8:○	16:●	24:●	30:○			6:●	14:●	22:●	29:○			

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4					1	2	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
6:●	14:●	21:●	28:○				5:○	13:●	20:●	27:○				5:○	12:●	19:●	26:○			

Regular Council Meetings:

August Recess

Budget Meetings:

May 11 | If Needed.

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Brownsville (“CITY”), each a “Party.”

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates September 26, 2024, unless terminated earlier in accordance with Section 8.

3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

The Linn County Multi-Jurisdictional NHMP (MJNHMP) will expire on May 23, 2023. DLCD has received a Hazard Mitigation Grant Program grant (HMGP-PF-FM-5327) to assist the CITY with updating the Linn County MJNHMP. The grant’s Period of Performance, established by FEMA, ends September 26, 2024. The project’s targeted completion date is shown on Exhibit A, Scope of Work. While DLCD and the CITY will make every effort to maintain this schedule, it is understood that target dates are subject to change.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated Linn County MJNHMP adopted by the CITY and approved by FEMA;
- (b) Ensure the CITY is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the CITY must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 2

- (c) Ensure the CITY is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

5. Responsibilities of Parties**(a) Responsibilities of DLCD.**

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of CITY.

- i. CITY will appoint a Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their jurisdictions or organizations for this Project. CITY will appoint one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.
- ii. CITY will adopt a plan that FEMA has agreed to approve.
- iii. Specific project responsibilities of the CITY Project Lead include:
 - A. Assisting DLCD with organizing, leading, and managing the planning process;
 - B. Providing County Assessor's data;
 - C. Providing GIS services;
 - D. Carrying out other responsibilities enumerated in Section 5(b)(iv);
 - E. Performing any other Project work assigned by Exhibit A: Scope of Work.
- iv. Specific project responsibilities of the Steering Committee members and CITY Project Lead include:
 - A. Attending and actively participating in Steering Committee meetings;
 - B. Providing data and information;
 - C. Engaging with internal and external stakeholders;
 - D. Executing the Project's public engagement program;
 - E. Shepherding the plan through their jurisdictions' respective public adoption processes;

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 3

- F. Tracking, accurately documenting, and reporting cost share as required; and
- G. Performing any other Project work assigned by Exhibit A: Scope of Work.

6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the CITY to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The CITY shall commit to providing and documenting cash, in-kind, or a combination of both as its required 25% cost share.

7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

DLCD's Project Contact is:

Pamela Reber, Natural Hazards Planner
 Oregon Department of Land Conservation and Development
 635 Capitol St. NE, Suite 150
 Salem, OR 97301
 (971) 304-5505
pamela.reber@dlcd.oregon.gov

CITY OF BROWNSVILLE's Project Contact is:

Elizabeth Coleman, City Planner
 City of Brownsville
 PO Box 188
 Brownsville, OR 97327
 (541) 466-5666
planning@ci.brownsville.or.us Admin@HalseyOR.gov

8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 4

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. CITY shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The CITY represents and warrants that the making and performance by the CITY of this Agreement:

- (a) Have been duly authorized by the CITY;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the CITY's charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the CITY is party or by which the CITY may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the CITY of this Agreement, other than those that have already been obtained.

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 5

privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Parties (the “Other Parties”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties’ contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party’s or Parties’ contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 6

14. Subcontracting and Assignment

The CITY acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The CITY shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

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,

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 7

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. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

21. No Third Party Beneficiary

DLCD and the DISTRICT are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

22. Merger, Waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

24. Acknowledgment of Funds and Copyright

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 8

(a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

(b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

27. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 9

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF BROWNSVILLE

APPROVED AS TO FORM:

S. Scott McDowell, City Administrator

Name & Title

Date

Date

DEPARTMENT OF LAND CONSERVATION
AND DEVELOPMENT

Dr. Brenda G. Bateman, Director

Date

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 10

Exhibit A

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for:

Linn County and the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Linn County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Linn County (COUNTY); the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo (CITIES); each a "JURISDICTION" and collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

This project is funded by a FEMA Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

PHASE 1: ORGANIZE

Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Linn County MJNHMP; ensure that each jurisdiction adopts and

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 11

obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2022

Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

DELIVERABLES

DLCD 1. Draft SOW

Target Date: May 2022

Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: May 2022

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 12

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement .
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP's strengths and opportunities for improvement and recommend a strategy for addressing them.
- D. Determine the scope of the update.
- E. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- F. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- G. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, Tribes, and other interested parties to participate in the planning process.
- H. Designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions, departments or organizations for the purposes of this project;**
- I. Draft a list of stakeholders, technical advisors, and other interested parties.
 - a. The list must include at a minimum representatives of the following sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure (including transportation and other community lifelines); and (g) Natural and Cultural Resources.
 - i. Community lifelines include: (a) Safety and Security; (b) Food, Water, and Shelter; (c) Health and Medical; (d) Energy; (e) Communications; (f) Transportation; and (g) Hazardous Material.
 - b. Local dam owners and/or the Oregon Dam Safety Program.
 - c. Representatives of each of the following must be invited to participate in the planning process: (a) Local and regional agencies involved in hazard mitigation activities; (b) Agencies that have the authority to regulate development; (c) Neighboring communities; (d) Representatives of businesses, academia, and other private organizations; (e) Representatives of non-profit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others.

Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation. Identify and employ methods to overcome barriers and support meaningful engagement for all.

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 13

- J. Prepare a draft Public Engagement Program for SC discussion and finalization.
 K. Develop a Communication Protocol to ensure clear and effective communication.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering and Technical Advisory Committee Meetings				
• Prepare and distribute agenda 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X	Assist		
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.	Assist	X	X	X
Public Engagement Program				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.	Assist	X	X	X
• Provide assessor data.		X		
• Provide other data and information.	Assist	X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 14

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Administrative Functions				
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.	Assist	X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 4
 2. Revised Draft Scope of Work
 3. Revised MJNHMP Review and Strategy Memo
 4. Revised Project Schedule
 5. Revised Table 1: *ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
 6. Draft Public Engagement Program
 7. Draft Communication Protocol

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 15

8. Cost Share Documentation Forms and Instructions

- COUNTY
1. Draft Steering Committee Roster
 2. Initial Draft Stakeholder Roster

Target Date: June – August 2022

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, Tribes, and other interested parties to participate and appoint SC members and alternates. **Members will serve as their jurisdictions', tribe's, or organization's official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Linn County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Linn County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

- COUNTY
1. Final Roster of Steering Committee members and alternates
 2. Second Draft Stakeholder or TAC Roster

Target Date: June – August 2022

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to finalize preparations for updating the MJNHMP during Phase 2. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.

Each JURISDICTION will identify a person responsible for cost share tracking and reporting.

Each JURISDICTION will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 16

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule
 3. Final SC Roster
 4. Final Stakeholder or TAC Roster
 5. Final Table 1, Allocation of Basic Responsibilities and Tasks
 6. Final Communication Protocol
 7. Final Public Engagement Plan
 8. Cost Share Documentation Forms and Instructions

Target Date: June – August 2022

- SC
1. Person responsible for cost share tracking and reporting for each JURISDICTION
 2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
 3. Signed IGA

Target Date: June – August 2022

PHASE 2: UPDATE THE LINN COUNTY MULTI-JURISDICTIONAL NHMP**Purpose**

The purpose of Phase 2 is to update the current Linn County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will, to the extent data is available:

- A. Describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change. This includes the natural hazards in the existing MJNHMP, and any additional natural hazards added during this MJNHMP update. High Hazard Potential Dams (HHPDs) must be included and treated as a natural hazard. Information shared by the Oregon Dam Safety Program and/or local dam

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 17

owners must be described. If there is no risk to any JURISDICTION from HHPDs, as statement explaining the lack of risk must be included.

- B. Identify previous occurrences of each hazard with an emphasis on significant events. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.
- C. Assess probability of future occurrence of each hazard, including the effects of future conditions, including climate change, on the type, location and range of anticipated intensities of identified hazards.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, and development trends.
- E. Describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased vulnerability since approval of the previous plan. "Changes in development" means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions, or shifts in the needs of underserved communities or gaps in social equity. It may also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.
- F. Identify estimated numbers and types of NFIP-insured structures that have sustained repetitive flood damages.
- G. Assess and describe the potential impacts on the JURISDICTIONS and identified assets including the effects of climate change, changes in population patterns, and changes in land use and development. Assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- H. Assess vulnerability to each hazard. Describe the current and future assets (people, structures, systems, natural resources, cultural resources, historic resources, and activities that have value to the community), and others defined by the JURISDICTIONS within identified hazard-prone locations that are at risk from the impacts of the identified hazards.
- I. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

- | | |
|------|---|
| SC | 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment |
| DLCD | 1. Estimated numbers and types of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and severe repetitive losses. If necessary, provide Routine Use Letter (Use O) to FEMA Region X to obtain additional information. |

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 18

2. Coordinate and conduct group or individual meetings with cities, special districts, or tribes, if needed.

Target Date: September 2022 – December 2023

- COUNTY
1. Coordinate up to two SC meetings.
 2. Assist DLCD with coordinating and facilitating CITIES or DISTRICTS group meeting, if requested.

Target Dates: September 2022 – December 2023

- DLCD
1. Initial draft risk assessment for SC and public review

Target Dates: January 2023 – February 2023

Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the draft risk assessment. “The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

- SC
1. At least one opportunity for public comment completed.

Target Date(s): March 2023 – April 2023

- DLCD
1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: April 2023 – May 2023

- DLCD
1. Final comment and response matrix
 2. Second draft risk assessment incorporating public comments and final comment and response matrix

Target Date: May 2023 – December 2023

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 19

describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each JURISDICTION, the mitigation strategy will:

- A. Establish mitigation goals consistent with the hazards identified in the risk assessment that explain what is to be achieved by implementing the mitigation strategy.
- B. Assess each jurisdiction's mitigation capabilities. This must include a discussion of the existing building codes and land use and development ordinances or regulations and a description of the jurisdictions' abilities to expand on and improve their capabilities. The capability assessment provides a rationale for which mitigation projects can be undertaken.
- C. Describe and include required evidence of each JURISDICTION'S participation in the NFIP and continued compliance with its requirements. Discuss CRS activities and issues raised during community assistance and monitoring activities.
- D. Document status (complete, ongoing, no longer relevant, included in updated plan) of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Analyze a comprehensive range of potential mitigation actions that specifically address the vulnerabilities and impacts identified in the risk assessment. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure. Consider mitigation actions that benefit underserved communities and socially vulnerable populations. Mitigation actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy (responsible party, potential funding sources, expected time frames) for each mitigation action.

Deliverables

- SC
1. Information about participation in and continued compliance with NFIP
 2. Information for and participation in capability assessment
 3. Information about planning mechanisms and timeline for integration

Target Date: February 2023

- COUNTY
1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: February – June 2023

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 20

DLCD 1. Initial Draft Mitigation Strategy for SC, and public review

Target Dates: June 2023

Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring (tracking mitigation actions), evaluating (assessing effectiveness of achieving the stated purpose), and updating (reviewing and revising the plan) the mitigation plan within a five-year cycle. Identify how, when, and by whom the plan will be monitored, evaluated, and updated.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.
- C. Describe the JURISDICTIONS' processes for integrating the plan's data information and hazard mitigation goals and actions into other planning mechanisms. Identify the planning mechanisms in accordance with the capability assessment.
- D. When updating the plan, explain how the JURISDICTIONS have integrated information from the MJNHMP into other planning mechanisms.
- E. Describe how the plan was revised due to changes in priorities.

DELIVERABLES

- DLCD
1. Initial Draft Plan Maintenance Process for SC review
 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): July -August 2023 (initial) February 2024 (second)

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 21

- SC 1. At least one opportunity for public comment completed.

Target Date(s): September – October 2023

- DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: October – November 2023

- DLCD 1. Final comment and response matrix incorporating SC comments
- 2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: April 2024

Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP.

For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included and how they participated, how the public was involved, and the opportunity for all entities listed in Task 4, Item I to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval and how public feedback was included throughout the planning process.
- C. Describe how plans, studies, reports, technical data and information were incorporated (referenced or included). NFIP regulatory flood mapping products must be incorporated.
- D. Include documentation of the planning process.

DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.

- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
- 2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): May 2022 – July 2024

Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 22

include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD
1. Initial draft of remaining chapters or sections for SC review
 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): October 2023 - April 2024

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA's "Approvable Pending Adoption" letter; evidence of adoption by each jurisdiction; FEMA's final approval letters; and FEMA's final Local Mitigation Plan Review Tool.

DELIVERABLES

- DLCD
1. Finalized Draft MJNHMP

Target Date: July 2024

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; the JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

This project is funded by a FEMA Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Linn County MJNHMP to the Oregon Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD, and JURISDICTIONS will make

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 23

any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

DELIVERABLES

- DLCD 1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
- 2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA’s APA letter.

Target Date:	Submittal to OEM:	August 2024
	Required Changes Completed:	October 2024
	FEMA Review Completed:	December 2024
	APA Received:	January 2025

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Linn County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

DELIVERABLES

- SC 1. Provide evidence of adoption to DLCD.
- DLCD 1. Submit evidence of adoption to OEM.
- 2. Insert approval process documents into plan.
- 3. Record effective date on cover.
- 4. Distribute FEMA-approved, finalized Linn County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	February 2025
	DLCD Submit Evidence to OEM:	February 2025
	FEMA Final Approval Received:	March 2025
	Final Distribution:	March 2025

Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #21067-2-009

Page 24

BUDGET

No funds will be exchanged. DLCD will use HMGP-PF-FM- 5327 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE

HMGP grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide an estimated cost share of \$35,000, per the December 2021 email from Robert Wheeldon, former Linn County Planning & Building Department Director.

S. Scott McDowell

From: Angela Speier
Sent: Tuesday, October 18, 2022 8:40 AM
To: Angela Speier
Cc: Patty Mulvihill; Ariel Nelson
Subject: Partnership Needed to Solve Statewide Homelessness Emergency
Attachments: Region 4, Final.pdf

Good morning,

In May, the Oregon Mayors Association (OMA) formed a Taskforce on Homelessness. Twenty-five mayors, representing cities of all sizes from around the state, studied Oregon's homelessness crisis. Attached to this email you will find a letter from the Oregon Mayor's Association asking for your city's support for two separate, yet parallel budget proposals:

1. A budget package which provides direct allocation to cities for homelessness response and prevention services;
and
2. A budget package that provides capital improvement funding for cities.

Additional detail about both proposals can be found in the attached letter. Please let myself, Patty and/or Ariel know if your city is interested in supporting this effort by Friday, November 4.

Sincerely,

Angela



Angela Speier, *Project & Affiliates Manager*

503-588-6550 direct: 503-540-6599

1201 Court St. NE, Suite 200, Salem, OR 97301-4194

www.orcities.org





To convene, network, train, and empower Mayors

MEMORANDUM

To: Mayors and Chief Executive Officers of Region 4
From: The Oregon Mayors Association
Date: October 18, 2022
Re: Partnership Needed to Solve Statewide Homelessness Emergency

This past May, the Oregon Mayors Association (OMA) formed a Taskforce on Homelessness. Twenty-five mayors, representing cities of all sizes from around the state, studied Oregon's homelessness crisis. And while the crisis may seem insurmountable, given that the symptoms and solutions look different between urban and rural communities and vary based on a city's size, geography and available service providers, local government leaders have developed a solution to Oregon's crisis of the unhoused.

The OMA Homelessness Taskforce's plan to humanely and timely address the homelessness crisis in Oregon is a partnership between the State of Oregon and its 241 cities. This partnership will allow for the establishment and expansion of local, community-based responses that provide immediate shelter, needed services, and secure safety for unhoused Oregonians. During the 2023 Legislative session, the OMA will *propose* two separate, yet parallel, budget proposals: (1) a budget package which provides direct allocation to cities for homelessness response and prevention services; and (2) a budget package that provides capital improvement funding for cities.

Direct Allocation

A direct allocation of funding from the state to each incorporated city in Oregon for cities to use in their homelessness response and prevention services is being proposed by the OMA.

- It is proposed that each city will be allocated funds in an amount equal to \$40 per resident, in accordance with the latest official population estimates from Portland State University.
- The proposal requires that in no instance will an incorporated city receive less than \$50,000 in direct funding.
- OMA's proposal provides cities the ability to elect to use the funds for their own homelessness response and prevention services, or to redirect their funds to community partners who are required to use the funds for homelessness response and prevention services.

OMA's proposal states that funds must be used for homelessness response and prevention services, which may include:

- Abatement/clean-up
- Environmental mitigation
- Affordable housing
- Capital construction or improvement costs related to homelessness or affordable housing measures
- Community resource officers
- Education and outreach
- Food bank assistance
- Shelter and/or transitional housing
- Hygiene stations
- Operation costs
- Outreach workers
- Prevention

With a \$50,000 guarantee for all cities, and a \$40.00 per resident multiplier in place, based on the April 19, 2022, PSU population estimates, the total amount requested would equal \$123,575,800.00 annually.

For cities located in Region 4, a \$40 per resident allocation equates to an annual allocation of the dollar amounts denoted below:

- Adair Village - \$52,720
- Albany - \$2,287,960
- Brownsville - \$68,200
- Coburg - \$52,880
- Corvallis - \$2,304,040
- Cottage Grove - \$431,680
- Creswell - \$227,360
- Eugene - \$7,025,040
- Halsey - \$50,000
- Harrisburg - \$146,320
- Junction City - \$281,280
- Lebanon - \$764,880
- Lowell - \$50,000
- Mill City - \$80,480
- Millersburg - \$123,720
- Monroe - \$50,000
- Oakridge - \$129,520
- Philomath - \$227,280
- Scio - \$50,000
- Sodaville - \$50,000
- Springfield - \$2,494,080
- Sweet Home - \$395,720
- Tangent - \$50,000
- Veneta - \$210,840
- Waterloo - \$50,000
- Westfir - \$50,000

Capital Allocation

In addition to the direct allocations, the Taskforce's proposal requires a meaningful allocation from the State for coordinated capital construction investments for specific shelter and transitional housing projects, statewide. It is expected that a final dollar amount for needed capital construction investments will equal between \$125 to \$175 million. The OMA is seeking information from Oregon cities about any needs they may have for capital construction investments from the state in their local responses to addressing the homelessness crisis.

Request for Support

The OMA Homelessness Taskforce and the OMA Board of Directors seek the support of Oregon's 241 cities for the above-described proposal. In an effort to present the legislature

and Oregon's next governor with a truly coordinated and collaborative proposal, the OMA hopes to submit its legislative request with as many city partners as possible.

To explain the statewide nature of this crisis, the League of Oregon Cities (LOC), in partnership with the OMA, has secured the services of a communications specialist to work directly with cities interested in supporting the OMA proposal. The communications specialist will work directly with interested cities to develop a one-page document that outlines a city's unique experience with homelessness, and how the funding proposed by the OMA would help the city respond to, or even prevent, homelessness in their community. Work performed by the consultant in support of the OMA proposal will be paid for by the LOC.

Oregon's mayors are leading the on-the-ground response on homelessness, and the prevention thereof, but cities cannot do so alone and need joint leadership from state government to support cities and our county partners. The OMA Taskforce has called on Oregon's next governor and legislature to fund the services and housing needed to make an impact on Oregon's homelessness crisis; the support of Region 4 cities will go a long way to expressing the importance and impact of this proposal.

If your city is interested in supporting the proposal, please contact any of the LOC staff persons listed below as soon as possible, ideally cities wishing to provide support to the proposal should make contact no later than November 4th.

- Patty Mulvihill, LOC Interim Executive Director
- Ariel Nelson, LOC Housing & Land Use Lobbyist
- Angela Speier, Projects & Affiliates Manager

Policies & FYI



Non-Profit Partnerships

The City has partnered with many civic non-profit groups through the years to accomplish certain common, overlapping goals. Cities are not allowed by State law to donate tax money to specific causes, so Brownsville has found ways to partner with groups that have supported local and regional efforts in some cases.

The City has agreements with every civic, non-profit partner that it financially assist during the course of the year or over the course of an agreement. Below is a list of items the City has done for each group. The list isn't intended to be all exhaustive list nor is it intended to be a "look at what we've done" list, rather a reminder of the commitment Council has made through the years.

American Legion | The City helped the Legion by allowing the use of the Community Room as a post before they were able to purchase their current location. The City also provided \$3,000 in Covid relief in 2021. The Legion has always been supportive when community members has certain needs and have always been willing to assist the City in this important way.

Brownsville Art Association | The City assisted with insurance the first three years of the agreement with the Association and cost shared on several improvements to the Art Center space. The City **annually** subsidizes the heating and cooling bills. The City also maintains the building and the other stipulations in the agreement with the Association. The Association does a wonderful job maintaining the space and they have created a thriving arts community that is the envy of many neighboring communities. The City also provided \$1,074 in Covid relief in 2021.

Brownsville Canal Company, Inc. | The City installed electricity to the pump site for more than \$10,000. City Staff has maintained the pumps every summer since they were installed in 2008. The City pays the electricity bill through the years totaling well over \$30,000. The City have budgeted for the eventual replacement of the turbine pumps; \$40,000 is budgeted for FY 2022.2023. Unfortunately, the City gets entangled in every single dispute that happens between neighbors regarding repairs, culvert crossings and water use.

Brownsville Chamber of Commerce | The City allowed Pioneer Park to be used for Antique Faire starting in 2008. The group uses the Park for their main fundraisers through the event season. The City participated for years in the Flower Baskets program for more than \$20,000. The City also designates the Transient Room Tax money for Chamber promotional use that averages \$2,500 per year since 2007. The City hangs Chamber Christmas banners each year at its expense. The City also provided \$3,000 in Covid relief in 2021. Staff answers hundreds of phone calls every year due to Chamber events. Many times, Staff does not have adequate information to answer those calls

Policies & FYI



which leads to a lot of wasted time to gather the information and respond appropriately to general questions from the public. Staff has secured two different sites for the Chamber to have an office, neither have worked out as a long-term solution.

Brownsville Senior Center & Flower Club | The City provides \$600 per year to support Senior Center functions. The Senior Center is always helpful and responsive to City needs and requests. Most recently, they hosted the Chamber of Commerce after the Chamber had to leave the Art Association space. The City also provided \$3,000 in Covid relief in 2021. The City also has an agreement with the Flower Club where the City pays for their supplies for their community beautification efforts. The Club maintains the flower barrels downtown and the Brownsville brick flower boxes at the intersection of Main Street and Bishop Way. The City spends about \$500 annually in support of this effort.

Calapooia Food Alliance | The City made arrangements with Former Central Linn Superintendent Ed Curtis & Brian Gardner for the CFA to have a community garden on school property. The City drew up the agreement and pledged \$1,500, which was required by the Central Linn School Board, if the school would have wanted the property returned for school use. The City allowed the CFA to rent the community garden spaces and collect *all associated fees* for their purposes.

The City allows the CFA to rent space in the Red Barn for the Farmer's Market and charges \$25 per month. The City provides \$150 per month as an in-kind contribution based on the market cost of renting such a space for the benefit of the CFA. The City spent over \$200 to fix the Jail door for their storage when Council authorized the use of Kirk's Ferry Park for the Farmer's Market. The City has been providing the use of Kirk's Ferry Park as a transition space for the Alliance since they lost the lot across from NAPA for the weekly farmer's market event.

Calapooia Watershed Council | The City spent \$20,000 in 2008 to leverage financing for the dam removal which went over budget. The City provided office space for the CWC for a number of years at a greatly reduced cost. The City did an in-kind contribution agreement for that as well. The City allowed them an office and a storage space when they initially started.

Cascade West Council of Governments | The City pays an annual membership dues of around \$1,300 and contributes toward Meals on Wheels for another \$1,300.

Central Linn Community Foundation | The City has partnered with CLCF to provide \$1,500 annually for the last several years.

Central Linn Recreation Association | The City allows the use of the Rec Center for their programming. They have the ability to sublet portions of the building for revenue purposes. The City provides \$4,500 per year for insurance and is responsible

Policies & FYI



for the general maintenance of the facility which varies per year; averaging around \$16,000 per year. The City also provided \$3,000 in Covid relief in 2021.

League of Oregon Cities | The City pays annual dues of nearly \$1,600. The LOC provides lobbying, informational and training services for members.

Linn County Pioneer Association | The City allows the Picture Gallery to be rented with the proceeds staying with the Association to help fund the annual picnic. The City is responsible for the maintenance of the Picture Gallery and has spent thousands of dollars over the life of the agreement with the Association. The City provides certain annual assistance for the longest running Pioneer Picnic in the State. The City also provided \$3,000 in Covid relief in 2021.

Sharing Hands | The City assisted efforts during the early stages of the Pandemic. Sharing Hands self-sustains most of their efforts. The City has assisted with a few programs through the years.

The City is more than willing to be a community partner and has helped many causes through the years that promote community, economic development and add capacity for residents. Council must recognize the limits of partnering, but does what it feels comfortable explaining to the taxpayers. It is important to know that every non-profit organization is required to be financially self-sustaining and focused on their mission & by-laws in order to maintain their IRS tax status.

S. Scott McDowell

From: Paul, Alex <APaul@co.linn.or.us>
Sent: Tuesday, October 11, 2022 12:06 PM
Subject: Linn County Board of Commissioners

Commissioners learn about building permit activities

ALBANY — The Linn County Planning and Building Department issued 304 total permits in September, including seven for new homes, Director Steve Wills told Linn County Commissioners Sherrie Sprenger and Will Tucker Tuesday morning.

Commissioner Roger Nyquist was not present.

Wills said three permits were issued for single-family dwellings and four for manufactured homes.

Nineteen permits for issued for additions or alterations and eight for accessory buildings.

In the Santiam Canyon, the county has waived more than \$113,381 in permit fees for families rebuilding from the September 2020 wildfires.

That includes 22 single-family dwellings, 16 manufactured homes and two multi-dwelling units.

In other business, the commissioners:

- Approved a request by Special Transportation Coordinator Reagan Maudlin to accept \$126,000 in CARES money to be used by the Sweet Home Senior Center/Linn Shuttle/Dial-a-Bus program.
- Learned that the Law Library has received a \$5,000 grant from the Library Patron Connectivity Project to purchase cell phones and thumb drives that can be used by community members. Law Librarian Amber Boedigheimer said patrons often tie-up the Law Library's phones trying to get information based on computer information searches. This will reduce pressure on the county's phones.
- Were informed by County Accounting Officer Bill Palmer that through the first quarter of the new fiscal year, department spending is on track and well under 25% of the total thus far, with the Road Fund at just 14.7% of its budget expended. The Health Department is at 16.9% and the General Fund and Law Enforcement levy are at 19.1%.
- Approved the sealed bid sale of a sliver of tax foreclosed property (0.02 acres) of property in Sweet Home to adjoining landowner Ed Ames for \$100.

Media contact: Alex Paul, Linn County Communications Officer, 541-967-3825 or email apaul@co.linn.or.us.

Alex Paul

Linn County Communications Officer

541-967-3825

Email: apaul@co.linn.or.us

S. Scott McDowell

From: Oregon Department of Agriculture <ODA@public.govdelivery.com>
Sent: Friday, September 30, 2022 3:55 PM
To: admin@ci.brownsville.or.us
Subject: HPAI confirmed in Douglas County

Having trouble viewing this email? [View it as a Web page.](#)



**OREGON
DEPARTMENT OF
AGRICULTURE**

News Release: September 30, 2022

HPAI confirmed in Douglas County backyard flock

On September 30, the U.S Department of Agriculture's Animal Plant Health Inspection Service (USDA APHIS) confirmed a case of highly pathogenic avian influenza (HPAI) in a non-commercial flock in Douglas County. This is the first confirmed case of HPAI in Douglas County. Other Oregon counties with confirmed HPAI cases include Coos, Deschutes, Lane, Linn, Polk, and Tillamook Counties.

The Douglas County flock testing positive for HPAI included approximately 25 birds. The flock was a mix of chickens, ducks, and geese. The flock owners did not sell eggs or other poultry products from their property therefore federal guidelines do not require a quarantine.

ODA in partnership with USDA, humanely euthanized the flock on the property to prevent the spread of the disease. The birds will not enter the food system. There is no immediate public concern due to the avian influenza virus detection. Avian influenza does not affect poultry meat or egg products, which remain safe to eat. Both wild and domestic poultry should be adequately prepared and cooked.

ODA advises commercial poultry and backyard flock owners to be vigilant with biosecurity measures and surveillance. Preventing any contact between wild birds and domestic flocks is the best way to protect domestic birds from HPAI. Death or illness among domestic birds should be reported to ODA. Please report by calling 503-986-4711 (Alt phone 1-800-347-7028).

To report the death of wild birds please contact the Oregon Department of Fish and Wildlife (ODFW) by calling 1-866-968-2600 or email Wildlife.Health@odfw.oregon.gov.

For more tips on protecting backyard flocks please visit ODA online at [Avian Influenza](#) or en Español at [Avian Influenza-Spanish](#).

DEQ Requests Comments on Proposed Conditional No Further Action for Jerry's Automotive Repair

Comments due: 5 p.m., Monday, Oct. 31, 2022

Project location: 203 Bishop Way, Brownsville, Linn County

Proposal: The Oregon Department of Environmental Quality is proposing a Conditional No Further Action determination for the investigation and cleanup of petroleum contamination related to Jerry's Automotive Repair in Brownsville. DEQ is proposing to issue a CNFA for the remaining contamination because it does not pose a risk to human health or the environment with the implementation of the deed restriction outlined below.

Highlights: The site has operated as a fueling service station since at least the early 1960's and is currently occupied by a Chevron gas station with a food mart and convenience store. A release of petroleum product from the underground storage tank system was originally reported to DEQ in 1997. The original USTs including a 4,000-gallon gas tank, two 1,000-gallon diesel tanks, one 8,000-gallon gas tank and a 220-gallon waste oil tank, were removed in 1999 along with 703 tons of petroleum contaminated soil. The USTs were replaced with three new tanks including one 15,000-gallon gas tank, one 8,000-gallon gas tank and one 7,000-gallon diesel tank along with a new pump island, piping and a new convenience store. A second petroleum release was reported in 2008. The source of this release was identified as faulty fuel filters on the 1999 UST system.

Investigations of petroleum contamination between 2008 and 2015 identified elevated levels of diesel and gasoline in the soil and groundwater likely related to the two releases. The groundwater contamination extended offsite to the north beneath Bishop Way and the carwash facility across the street. The soil and groundwater onsite and offsite at the carwash facility was treated with injections of carbon and nutrients in 2015 and 2017 to contain and degrade the contamination. Post treatment groundwater monitoring showed that gasoline and diesel contamination were significantly reduced, but the remaining diesel was still elevated. A soil vapor assessment was conducted between 2018 and 2022 to determine if the diesel contamination could be migrating as vapors into adjacent, nearby residents located at 235 and 316 Washburn Street. The assessment included investigation of soil, gas and indoor samples and potential vapor migration pathways through utilities. The conclusions of the investigation determined that petroleum contamination from the site was not impacting the residents.

The site is zoned for commercial use and is currently occupied by a commercial business. There are no drinking water wells on the site. The site and surrounding properties are serviced with municipal water from the City of Brownsville.

The remaining contamination on the site does not pose a risk to human health or the environment based on current and potential future uses of the site and as long as the following conditions are maintained: 1) groundwater beneath the property is not used, 2) the site is not developed for residential or urban residential purposes, 3) no new buildings or new building expansions are constructed on the site without DEQ approval, 4) the asphalt and concrete areas of the site are well maintained to reduce vapor migration to outdoor air and contact with contaminated soils and 5) a contaminated media management plan and worker health and safety plan are followed during

RECEIVED
City of Brownsville

OCT 5 2022

Clerk



State of Oregon
Department of
Environmental
Quality

**Environmental
Cleanup Program**
4026 Fairview
Industrial Dr. NE
Salem, OR 97302
Phone: 503-378-8240
Contact: Nancy Sawka
www.oregon.gov/DEQ

*DEQ is a leader in
restoring, maintaining
and enhancing the
quality of Oregon's air,
land and water.*

any subsurface work in the contaminated areas. These conditions will be implemented through a deed restriction that will be recorded with the property prior to issuance of the CNFA.

How to comment: Send comments by 5 p.m. on Oct. 31, 2022 to DEQ Project Manager Nancy Sawka by phone at 503-378-5075, email nancy.sawka@deq.oregon.gov, or mail to Attn: Nancy Sawka, Western Region DEQ, 4026 Fairview Industrial Drive SE, Salem, OR 97302.

Find more information: Visit DEQ's Leaking Underground Storage Tank database at: <http://www.deq.state.or.us/lq/tanks/lust/LustPublicLookup.asp> (search LUST no. 22-97-7062) for detailed information supporting DEQ's proposed conditional no further action determination. If you do not have web access and want to review the project file, contact the DEQ project manager at 503-378-5075.

The next step: DEQ will address comments received after the end of the comment period and prior to issuing the CNFA.

Alternative formats: DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon
Department of
Environmental
Quality

**Environmental
Cleanup Program**
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Rural Opportunities Initiative (ROI) Grant

Date	Invoice/ Check #	Vendor	Amount	Paid By	Notes:
11.15.2021	7447	JayRay	\$1,600.00	City of Halsey	CWEDD
12.14.2021	7468	JayRay	\$2,668.75	City of Halsey	CWEDD
01.05.2022	7500	JayRay	\$2,095.00	City of Halsey	CWEDD
02.15.2022	7537	JayRay	\$6,575.00	City of Halsey	CWEDD
		Subtotal	\$12,938.75	City of Halsey	
<hr/>					
02.16.2022	# 126238105		\$60,000.00	ROI (Payment #1)	
02.16.2022	1146	RAIN	\$50,000.00	City of Brownsville	Pass through payment.
03.17.2022	7571	JayRay	\$2,000.00	City of Brownsville	ROI
04.13.2022	7584	JayRay	\$600.00	City of Brownsville	ROI
03.30.2022	S-22-1	City of Halsey	\$2,938.75	City of Brownsville	Reimbursement.
05.13.2022	7620	JayRay	\$5,300.00	City of Brownsville	ROI
06.13.2022	7635	JayRay	\$3,890.00	City of Brownsville	ROI
08.11.2022	7694	JayRay	\$2,320.00	City of Brownsville	ROI
09.14.2022	7727	JayRay	\$2,448.75	City of Brownsville	ROI
10.14.2022	7775	JayRay	\$4,241.25	City of Brownsville	ROI
		TOTAL \$	\$36,677.50		
		Total ROI	\$23,738.75		

MONTH END FINANCIAL RECAP

	SEPTEMBER 2022		YTD	%	Unexpended	
	REVENUE	EXPENDITURES				
1 GENERAL	\$ 17,210.83	\$ 120,743.18	\$ 267,770.50	6.93%	\$ 3,594,885.50	1
2 WATER	\$ 49,990.56	\$ 30,080.01	\$ 123,726.33	12.57%	\$ 860,408.67	2
3 SEWER	\$ 37,935.98	\$ 18,861.95	\$ 82,640.33	10.03%	\$ 741,490.67	3
4 STREETS	\$ 29,168.75	\$ 16,767.50	\$ 53,713.29	14.52%	\$ 316,336.71	4
5 WATER BOND	\$ 254.57	\$ -	\$ 32,849.59	30.44%	\$ 75,050.41	5
6 SEWER BOND	\$ 633.24	\$ -	\$ 199,100.33	57.38%	\$ 147,899.67	6
7 SEWER DEBT FEE	\$ 11,845.66	\$ -	\$ 36,295.33	10.93%	\$ -	7
8 BUILDING & EQUIPMENT	\$ 370.15	\$ -	\$ -	0.00%	\$ 222,300.00	8
9 WATER RESERVE	\$ 2,153.36	\$ -	\$ -	0.00%	\$ 150,760.00	9
10 HOUSING REHAB	\$ 369.49	\$ -	\$ -	0.00%	\$ 221,300.00	10
11 WATER SDC	\$ 93.46	\$ -	\$ -	0.00%	\$ 168,150.00	11
12 SEWER SDC	\$ 750.03	\$ -	\$ -	0.00%	\$ 606,400.00	12
13 STORMWATER SDC	\$ 194.36	\$ -	\$ -	0.00%	\$ 211,400.00	13
14 BIKEWAY/PATHS	\$ 330.53	\$ -	\$ -	0.00%	\$ 60,200.00	14
15 LIBRARY TRUST	\$ 12.74	\$ -	\$ -	0.00%	\$ 7,630.00	15
16 CEMETERY	\$ 13.98	\$ -	\$ -	0.00%	\$ 8,226.00	16
17 TRANSIENT ROOM TX	\$ 1,047.78	\$ -	\$ -	100.00%	\$ 2,110.00	17
18 SEWER CONSTRUCTION	\$ -	\$ -	\$ -	0.00%	\$ -	18
19 LAND ACQUISITION	\$ -	\$ -	\$ -	0.00%	\$ 9,985.00	19
20 COMMUNITY PROJECTS	\$ 241.56	\$ 1,275.00	\$ 5,000.00	3.67%	\$ 95,550.00	20
	\$ 152,617.03	\$ 187,727.64	\$ 764,800.37			

Key Bank Account

<i>General Checking</i>	\$ 271,734.54
Oregon State Treasury	\$ 5,765,451.53
<i>Community Improvements</i>	\$ 168.88
<i>Project Escrow Holding</i>	\$ 10.44
<i>Project Holding Acct #2</i>	\$ 103,494.96
TOTAL OST / LGIP	\$ 5,869,125.81

Annual Bond Payment

<i>Water</i>	\$ 45,167.05
<i>Wastewater</i>	\$ 307,259.95
Total	\$ 352,427.00

	2021-2022	YTD	% of Total
Appropriated	\$ 7,857,013.00		9.25%

Total Bonded Debt (Principal Only)

<i>Water</i>	\$ 847,897.50
<i>Wastewater</i>	\$ 5,126,135.50
	\$ 5,974,033.00

Total Bonded Debt is \$9,157,976 (Principle & Interest)

ARPA Funds SLFRP	\$202,457.75	Rec'd & Disbursed FY 2022
(American Rescue Plan Act)	\$202,457.75	Received 08/24/2022
	\$404,915.50	Total Funds Received
	\$202,457.75	Funds Disbursed YTD