

# Council Agenda Packet

Tuesday, November 22<sup>nd</sup>, 2022 | 7:00 p.m. | Council Chambers | In-Person



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## Council Meeting

Tuesday, November 22<sup>nd</sup>, 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: October 25<sup>th</sup>, 2022
- 6) PUBLIC HEARINGS OR PRESENTATIONS:
  - A. Total Maximum Daily Load (TMDL) | Semi-Annual Review
  - B. The Nature of Projects | Weeks, Months & Years
- 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 792:** Camping (*Second Reading*)
  - B. **Ordinance 793:** Pacific Power Franchise (*First Reading*)



10) ACTION ITEMS:

- A. Chamber of Commerce | Memorandum of Agreement
- B. Calapooia Food Alliance | Memorandum of Agreement
- C. GR12 Waterline Project | Dyer Partnership Task Order
- D. Climate Change Initiatives & Intergovernmental Agreement (IGA) | DLCD
- E. Authorize KeyBank Agreement
- F. Authorize Council Opening Advertisement
- G. Central Linn Recreation Center | Agreement Addendum

11) DISCUSSION ITEMS:

- A. October 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](http://www.ci.brownsville.or.us) for the meeting agenda, agenda packet and other City information.



**October 25<sup>th</sup>, 2022**

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

**ABSENT:** Councilor Humphreys (excused).

**PUBLIC:** Fred Klinkenbiel, Sandy Saltzer, Barbara Andersen, Don Lyon, Jeff Brown, Dan Murphy, Wes Enos, Joshua Bloomfield, Cam Elder, Jenna Stutsman, Kathleen Swayze, Jack Alsman, Wendy Toshitsune, Tia Parrish (*The Times*), and Deputy Frambes were present.

The pledge of allegiance was recited.

**ADDITIONS AND DELETIONS:** Action Item 6) D. REAL Website Launch was added to the agenda.

**MINUTES:** Councilor Chambers made a motion to approve the September 27<sup>th</sup>, 2022 Council minutes as presented. Councilor Neddeau seconded the motion and it passed unanimously.

## **PUBLIC HEARING | PRESENTATIONS:**

1. **Rally on the River | Wade Long** – Rally on the River organizer Wade Long provided a review of the Rally that has been held in Pioneer Park since 2016. Mr. Long has the second largest vintage RV rally in Oregon. People come from all over the western United States. The Rally is capped at 120 participants, but the demand is higher. The Rally is featured in Vintage Trailers magazine and on YouTube. Long said that there will be a nationally televised piece on this past year's Rally airing soon. Long thanked Council and Staff for being so accommodating, "People love coming to Brownsville!" Long said. Mr. Long provided Council with pictures from the event, stickers and other goodies from the event. Long said they may be hosting an event in October based on conversations being held by the national Spartan trailer rally folks. Long is still waiting for a call to develop a plan on organizing another rally. Long showed a short video of this year's Rally.

Sandra Saltzer asked about the Rally's finances. McDowell shared the details that are done through arrangement with events like the Rally have with the City. Long said the event was the cheapest Rally he knows about. Prices will need to increase next year due to the Rec Center renovation. The Rally has made arrangements to bring in portable showers for campers. The Rally is slated to be held July 12<sup>th</sup> through the 16<sup>th</sup>, 2023.

2. **Chamber of Commerce Updates | Jenna Stutsman** – Brownsville Chamber of Commerce President Jenna Stutsman gave an update on Chamber activities. Stutsman reviewed the success of the Antique Faire, the Citywide Garage Sale, Pioneer Picnic Breakfast highlighting the positive impacts the events have on business owners. Stutsman previewed the upcoming Trick or Treat Street which will be held downtown between 1:00 p.m. and 4:00 p.m. on October 31<sup>st</sup>. Home for the Holidays & Festival of the trees will kick off with a tree lighting ceremony on December 2<sup>nd</sup>. Chamber resumed their monthly Wednesday meetings. Please visit <https://www.historicbrownsville.com/> for more information on the Chamber.

Stutsman requested the closure of Spaulding Avenue for Home for the Holidays. Stutsman also highlighted how the Transient Room Tax funds were utilized. She wanted to make it clear that the Chamber assists all other non-profit organizations in town with most being members. The Chamber has a lot of overhead and real costs to make all the activities and events happen throughout the year. Stutsman wanted Council to know how much the Chamber relied on that funding and hopes that something can be included in the new agreement to address the repeal of that ordinance.



3. **Calapooia Food Alliance Agreements | Don Lyon** – President Don Lyon read the following statement: The CFA asks the council to allow the CFA to continue its present use of the park for the Thursday Market for the following reasons:

1) The CFA has followed all of the conditions described in the Use Agreement, 2) With the exception of the basketball court Kirk's Ferry Park is rarely used, so the Market does not monopolize the park. The CFA has cared for the Park for the past two years. We police it before and after our once-weekly use. We have been complemented for our care of the park. 3) The Market enriches the whole community by making fresh produce, unique crafts, Covid test kits, Gardening advice and Well water Testing available. I can't over emphasize how important it is for a small isolated community like ours to have fresh produce available. 4) The Market provides income to the vendors who participate, mostly local gardeners, beekeepers and craftspeople. Over a period of 22 weeks, we have had, on average, 15 vendors per week. 5) Most important of all, the Market, because of its attractive and convenient location, provides a social hub where people of all ages gather each Thursday to talk and interact. This type of activity is very important to establishing the sense of community that we all want. 6) Finally, the CFA makes no money from the Market. We do not charge the Vendors. We pay our manager to provide a safe, attractive, cheerful, inviting site.

It is for these reasons that we ask the Council to grant the CFA continued use of the Kirks Ferry Park for the Thursday Market, from May through October. It seems reasonable that the agreement be for three years, and renewed every three years if neither party has any objection. We also understand that we may have to relocate temporarily if there is a waterline project going through the park. Thank you for your consideration of our request.

4. **REAL Website Launch Review.** City Administrator Scott McDowell gave a brief overview of the newly launched Rural Economic Alliance (REAL) website. The City has worked on this economic development effort for a number of years and it is great to see it come to fruition. The City is in collaborative partnership with eight other cities in Linn and Benton counties working on regional development issues. McDowell briefly demonstrated the features of the website that was built in part by funding from Business Oregon and the ROI grant program. Please visit <https://www.ruraleconomicalliance.com> for more information.

## **DEPARTMENT REPORTS:**

1. **Linn County Sheriff's Office (LCSO) Sheriff's Report.** Sergeant Frambes reviewed the numbers from last month. He shared a few items that have been happening around town. Talked briefly about the SWAT team situation on Hausman that happened on September 29<sup>th</sup>, 2022. The LCSO negotiated with a person for seven hours. Originally called on a restraining order violation, the situation did not end the way the Sheriff's Office would have wanted. Councilor Neddeau asked about the recent break-in at Chevron. Sergeant Frambes did not have all the information about the case but knew the Deputy handling the case had some leads.
2. **Public Works (PW).** Superintendent Karl Frink talked about the City's Backflow Prevention Program. The program saves homeowners money and hassle by the City handling the details of the annual State testing requirements. The City gets a better price doing it bulk. Frink said he was in the process of shopping for a new vendor. The City of Halsey is getting a great price on their backflow testing. The new subdivision has doubled the total number of devices that must be tested annually. Frink expects 38 more or with Phase III of the River's Edge Development. The Water Management & Conservation Plan is currently under review with the State's Water Resources Department. There will be a number of tasks required of the City once the plan is officially approved. Leak detection will be a primary focus of the initial implementation of the plan.



Frink shared the challenges the City is experiencing with dechlorinating the wastewater. Due to tight Federal regulations, the City's sulfur dioxide supplier will no longer be selling that chemical. Frink is currently looking into either calcium thiosulfate or sodium bisulfate. Frink is working on the calculations for contact time and other parameters to determine what is the best choice for the plant. Public Works has deployed the speed signs on Kirk Avenue. Frink shared concerns regarding the data retrieval piece. The City has not been able to connect with the Sheriff's Office to retrieve traffic numbers, but will soon.

Pioneer Park closes on October 31<sup>st</sup>. Staff will be winterizing the park. There is a group of volunteers painting the stage this upcoming weekend. The Park opens April 1<sup>st</sup>. The Cemetery project is well underway and nearly finished. Public Works did some drainage work on the road, installed a new gate with remote control so the cemetery can be closed per the ordinance Council passed earlier this year. Public Works will start on leaf pickup soon.

3. **Administration.** McDowell thanked Staff for their diligent work handling the business of our citizens and the City. He shared a few stories about their effort. He thanked Norman Simms and Marilee Frazier for their Herculean effort working on Emergency Preparedness. The City hosted a nice event last week that was well attended by the City's non-profit organizations, but not by many residents. McDowell thanked all the non-profits who willingly gave of their time to be available that evening. McDowell said that the Disaster Preparedness (DP) contract would be signed soon. The project will launch on November 16<sup>th</sup>, 2022. The actual work will start in January of 2023.

Standard & Poor's is currently auditing the City's financial status. McDowell will have a report at the next Council meeting. The City's current rating is AA- which is great for a city the size of Brownsville. Councilor Chambers and Humphreys attended the latest LCSO quarterly meeting. Sheriff Duncan was busy testifying against SB 43 which dictates to counties who they have to release from prison. Duncan shared a couple of heartbreaking stories related to that topic.

The City will host the League of Oregon Cities Region IV meeting at Kirk's Ferry restaurant on November 9<sup>th</sup>, 2022 at 11:00 a.m. McDowell reported that the City recently received the final version of the franchise agreement with Pacific Power. McDowell will put the document in ordinance for consideration at the next meeting. The elongated negotiation did not improve the City's position as much as hoped.

McDowell recapped the Chamber's Candidates Forum. Many of the candidates visited City Hall to review the highlights. McDowell shared the current infrastructure plans Council is working on, the history on Kirk Avenue, the Calapooia riverbank erosion, TMDL along with other financial considerations reviewed annually by the Mayor & Council. McDowell shared the City's perspective on several of the questions that were posed to the candidates that evening stressing the importance of future advocacy and sharing some success stories.

4. **Planning.** Administrative Assistant Elizabeth Coleman shared with Council the process of building a single family dwelling in Brownsville. Council was provided a handout that includes the following categories, 1) Planning, 2) Engineering, 3) Public Works, 4) Fire Department and 5) other considerations. Coleman walked through the basics of many of the facets. She highlighted the importance of each component. The City receiving accurate plans is paramount for the review process. City Public Works Superintendent Karl Frink, City Engineer Ryan Quigley, City Administrator Scott McDowell and Fire Chief Rogers rely on the plans to determine what is being done and to evaluate those plans through the lens of the Public Works Standards and other known requirements. Coleman coordinates reviews, sets up meetings, answers questions as they arise, makes determinations on planning processes and coordinates answers from Frink and Quigley as they become available.

Coleman makes sure the applicant knows all that is required of them before their project starts and before their application is deemed complete. The homeowner is responsible for paying for all



components of the development including water, sewer, storm sewer, street, sidewalk and other improvements as required by Code. Coleman must also review the floodplain issues and other State and Federal requirements that may be in play with any given development. She explained setbacks and measuring before any concrete or permanent structures are in place as to ensure the proper placement of foundations etc. She talked about the importance of as-built drawings, addressing, starting utility services and approving the improvements for public use. Overall, planning does a major coordination job on each application from start to finish.

5. **Library.** Librarian Sherri Lemhouse reported that the Library was back with a roar. Don Lyon does a program series on world travel. Recently, Lyon finished a session on Burma, will soon share a program on England, and in a few months time will be doing a program on the Family of Man. Local attorney Danielle Myers is providing talks on estate planning, wills and probate. The chaplain from Samaritan will talk about advanced directives and funeral arrangements at the beginning of the year. Lemhouse loves story time and sharing with the Parents & Pals program through Sharing Hands. Lemhouse capped her presentation with a song set to the tune of the ABC's.
6. **Court.** Report included in the Council Agenda Packet. No comments.
7. **Council Comments.** Councilor Chambers wanted to comment on Measure 114. She passed out a handout containing a letter from the Sherman County Sheriff and Baker City. Chambers said the Measure abridges Constitutional rights and she is urging residents to vote no on Measure 114. Discussion ensued. Mayor Ware said he already voted yes. He does not agree with Councilor Chambers' position on this issue. Councilor Thompson said that Council does not have to express a collective voice on this issue. Thompson felt each Councilor should vote on the matter privately. She is very opposed to the City taking a position on this issue.

Councilor Craven shared a few data points about gun control and illustrated a few things in the measure that only aim to diminish gun rights which is a Constitutional right. Craven recognizes that everyone does not take their oath of office as serious as others, but for him the oath of defending constitutional rights is very important.

*Councilor Chambers made a motion to urge residents to vote no on Measure 114, the motion was seconded by Councilor Craven. The motion passed 4-2. Councilors Chambers, Craven, Hansen & Neddeau in favor. Mayor Ware & Councilor Thompson opposing.*

8. **Citizen Comments.** Andrew McNeely apologized for missing last meeting but wanted to share his side of the fence issue on Washburn Street. McDowell shared pictures provided by McNeely to illustrate his property, the fence layout and the issues that he would like to address. McNeely shared the process by which he put up the fence, called out a like situation and asked Council to consider allowing the fence under agreement until trees or shrubbery grew up enough to provide privacy for his property.

Councilor Chambers said that it was a nice looking fence, but there was really no way for the City to grant a permit or permission for this installation. Chambers talked about the fence ordinance and what other residents have had to do to comply. The goal of the ordinance was to eliminate this very situation – not allowing fences on neighboring property.

Councilor Hansen asked McNeely if he knew where the property line was before he built the fence. McNeely said that he was aware of where his property line was.

Mayor Ware said that he had talked with several residents about this situation prior to the last Council meeting. All people he talked it over with agreed that the fence should be removed for the preservation of the ordinance.



Councilor Hansen talked about the limitations of an agreement should the property change hands. Ultimately it would have the potential to become a bigger problem for the City. Councilor Craven agreed.

Councilor Thompson suggested moving the removal date to January. Councilor Craven thought that perhaps November 30<sup>th</sup> would be in keeping with Council's original decision on this issue. Councilor Hansen asked McNeely how long it would take him to move the fence. McNeely said about a week. McNeely did not put the posts in concrete.

Council and McNeely agreed the fence would be removed by November 30<sup>th</sup>, 2022.

Patrick Starnes addressed Council concerned about the motion made on Measure 114. Starnes has served on school boards and other committees and there are rules that prevent boards from doing business this way. McDowell said that Council has several processes at their discretion for conducting Council business. An ordinance, which becomes a law, must go through two readings. If it is passed after the second reading, the ordinance is written into law thirty days after that second reading; unless Council passes the ordinance by emergency which shortens the process. Council passes resolutions that can be passed the night of any given meeting with no public notice. Council may also introduce and pass motions of Council, like they did on this issue, during any meeting and for nearly any matter as long as a majority of members vote it so.

## **LEGISLATIVE:**

1. **Ordinance 791: Noxious Weeds Provision (Second Reading)**. Mayor Ware asked for a motion to read by title only. *A motion was made by Councilor Chambers, seconded by Councilor Thompson to read this ordinance by title only. The motion carried. Mayor Ware read the title. Councilor Chambers made a motion to approve Ordinance 791 as presented. Councilor Thompson seconded the motion and it passed unanimously.*
2. **Ordinance 792: Camping (First Reading)**. Mayor Ware asked for a motion to read by title only. *A motion was made by Councilor Neddeau, seconded by Councilor Chambers to read this ordinance by title only. The motion carried. Mayor Ware read the title. McDowell briefly explained the purpose of the ordinance, reading aloud paragraphs F. & G. and stated that a second reading will be held next month.*

## **ACTION ITEMS:**

1. **Spaulding Avenue Closure | Home for the Holidays**. *Councilor Chambers made a motion to approve the closure of Spaulding Avenue for this purpose. Councilor Craven seconded the motion and it passed unanimously.*
2. **Climate Change Initiatives & Intergovernmental Agreement (IGA) | DLCD**. McDowell explained the purpose of this agreement was to require cities and counties to pass FEMA requirements by adopting ordinances for flood and fire protection. The DLCD received a FEMA grant to implement these policies. McDowell spoke with Linn County who said that if the City does not sign the agreement, the City would not be eligible to receive Federal funding in the event of a natural disaster.

Mayor Ware took issue with the funding portion of the agreement. Ware was opposed to the open-ended funding commitment cited in the language. McDowell recommended table this item. Council agreed by consensus.

3. **Homelessness | League of Oregon Cities & Oregon Mayor's Association (OMA)**. The City of received a request from OMA to support a letter asking the State Legislature for money to help





with the implementation of State homelessness goals. The State is requiring cities to provide shelter, medical services, mental health screenings, water, sewer and other amenities. The OMA concept is in reaction to HB 3115 and recent insurance requirements forwarded by CIS. Ware asked McDowell what Council should do on this issue. McDowell said that cities should be opposing this entire concept and approach to homelessness. McDowell explained the *Martin v. Boise* case that has led to the State of Oregon trying to codify a court case. Cities need to advocate for the State to handle this matter instead of pushing it out to all cities in the form of another unfunded mandate. McDowell continued by saying that homelessness boils down to three basic, fundamental challenges, 1) addiction, 2) mental health, and 3) civil rights. The United States decided to stop funding mental health in the late 1980's, early 1990's. Recently, states like California, Washington & Colorado have legalized illegal drugs to be administered by nurses and other medical staff. The policies are not helping the problem rather exacerbating the situation. Some people prefer to exercise their right to be homeless too. Humanity should dictate a better way to help these people get the real help they need.

Councilor Craven added that many women who fall into homelessness is due to domestic violence, others fall victim to the high costs associated with housing and additions. This is a State problem.

Councilor Hansen said this is a societal problem. Unfortunately, expanding bureaucracy to deal with this issue will not solve anything. The State seems to be addressing the symptoms and not the real underlying problems.

Mayor Ware & Councilor Chambers were not interested in supporting the approach employed by the OMA.

Councilor Thompson said homeless people could still come to Brownsville, "What are we going to do?" she asked.

Councilor Neddeau said that just because we do not support this effort does not mean that we will not help those in need. Councilor Craven said it is vitally important to connect those folks with the real help they need.

*Councilor Craven made a motion to not support the OMA's approach. Councilor Chambers seconded the motion and it passed unanimously.*

4. **Approve Council Meeting Schedule | 2023.** Mayor Ware pointed out the August recess as noted. *Councilor Neddeau made a motion to adopt the 2023 as presented. Councilor Craven seconded the motion and it passed unanimously.*
5. **Rec Center Renovation Fundraising Ad Hoc Committee.** McDowell said Council had talked about forming this committee but never formalized this issue. McDowell said that Councilor Chambers has volunteered to be a part of this committee. *Councilor Chambers made a motion to acknowledge this committee. Councilor Neddeau seconded the motion and it passed unanimously.*

## **DISCUSSION ITEMS:**

1. **Water Arrangements | CFA's Community Gardens.** McDowell explained the origination of the Community Garden. Years ago, the City decided to install a meter and provide water for the purpose of cultivating a community garden at the request, under the care and responsibility of the Calapooia Food Alliance. McDowell has included a new agreement due to the recent move from Pioneer Christian Academy to 185 Main Street. Councilor Chambers asked about the associated costs for the meter and the installation. Councilor Craven wanted to know what the meter would cost if the property were developed by a private citizen. McDowell said the he would craft a report answering those questions with the help of Public Works Superintendent Karl Frink.



2. **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.
3. **September Financials.** No comments or questions.

## **CITIZEN QUESTIONS & COMMENTS.**

Joshua Bloomfield spoke on behalf of the Community Garden and the Farmer's Market. Bloomfield is the Market Manager. He spoke of the many ways these programs benefit the community. New people are getting involved. Attendance this year averaged 115 people per week with 15 vendors.

Patrick Starnes renovated the old Lois Wynn [Hardin] property on Kirk Avenue. Starnes lives on Calapooia Avenue in Wendy Hoffman's old house and uses the community garden due to the shade at his home. The CFA is an inspiring volunteer effort and he decided to join the Board. Starnes encouraged Council to support both agreements for the CFA. The Alliance donated over a 1,000 pounds of food to the local food bank and does so every year.

Jenna Stutsman wanted to make a point of clarification on the Chamber of Commerce agreement.

## **COUNCIL COMMENTS.**

No comments were made.

**ADJOURNMENT:** *Councilor Chambers moved to adjourn. The meeting adjourned at 9:23 p.m.*

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City Administrator S. Scott McDowell

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Mayor Don Ware



November 22<sup>nd</sup>, 2022

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

Sorry

Copier issues led to a black & white agenda packet.

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, [square with X], it means more information will be provided at the meeting.

Only those who dare to fail greatly can achieve greatly. ~ John F. Kennedy
The cause of Freedom and the cause of Peace are bound together. ~ Leon Blum, French Politician circa 1930's
The choice to love is the choice to connect - to find ourselves in the other. ~ Bell Hooks, Author
If you want a better attitude, turn up your gratitude. ~ Random Thoughts



AGENDA ITEMS DISCUSSION

The following items follow the order of the Agenda

6) PUBLIC HEARINGS OR PRESENTATIONS:

- A. Total Maximum Daily Load (TMDL) Bi-annual Report - Twice a year the City is required to report on TMDL. The requirements stem from the Clean Water Act passed by the United States Congress. In Oregon, the Department of Environmental Quality (DEQ) administers the program. The basic premise of TMDL contends that stormwater runoff is negatively impacting fish habitat and making fish unsafe to eat in large quantities by humans. In March of 2021, the City was deemed a Designated Management Agency (DMA) by the DEQ which required the City to complete a new, more rigorous TMDL plan which is currently under review by the DEQ.
B. The Nature of Projects | Weeks, Months & Years - Project planning, capital improvements planning, engineering and execution of projects take a lot of time and effort to complete. Staff will highlight a few examples.

9) LEGISLATIVE:

- A. Ordinance 792: Camping (Second Reading) - Council held the first reading last month. The ordinance is ready for adoption. The normal process will suffice, no need for an emergency ordinance.



*From 10.25.2022:* 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?***

Pass the ordinance.

- B. Ordinance 793: Pacific Power Franchise Agreement (First Reading)** – City Attorney David Ris received the final version of this agreement from Pacific Power two weeks ago. The City has been in negotiations on this effort for nearly a year. The City Attorney recommends adopting this version of the agreement. Some compromise was struck, but the City did not get everything it had wanted to include.

**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.

***What is Council being asked to do?***

Review the agreement. Give the ordinance a first reading. Read by Title Only. Discuss.

**10) ACTION ITEMS:**

- A. Chamber of Commerce Updates | Jenna Stutsman** – The agreement is included in the agenda packet for your review. Based on Council direction, Staff recommends approval of this agreement.

*From 10.25.2022:* 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.

***What is Council being asked to do?***

Staff recommends the approval of this agreement with the Chamber.



# City Administrator Report

**B. Calapooia Food Alliance Agreement (CFA) | Don Lyon** – Included in the packet is the agreement as presented by the Committee, that consisted of Councilor Thompson, Councilor Hansen, Administrative Assistant Elizabeth Coleman and City Administrator Scott McDowell. The agreement was reviewed and thoroughly discussed with CFA President Don Lyon, Vice-President Peggy Purkerson, and Farmer’s Market Manager Joshua Bloomfield last week.

### **Summary**

The City has three agreements with the CFA for various purposes. Staff combined these three agreements, 1) Farmer’s Market Location, 2) Use of the Red Barn and 3) Community Garden Water Allocation into one document. Highlights of the agreement include the use of Library Park for the temporary home of the Market for 2023 due to the installation of the GR12 waterline which will go through Kirk’s Ferry Park. Kirk’s Ferry Park will be used as a storage area for the contractor during the project which will last through the summer of 2023.



The City shall determine where the Market will be located in the future, if it is to be placed on City owned property. Allowing the CFA use of City owned property is being done as a courtesy or favor to the CFA. The City views the market location as a temporary measure until the CFA can find a more permanent location. The market has always been held on private property until the last two years.

The agreement incorporates the Red Barn Rental Agreement. The City has allowed the use of the Red Barn for CFA purposes since 2008. The City physically modified the barn to ensure that the CFA had its own area for storage. The purpose was to support the CFA’s effort with the Farmer’s Market during its first move from the parking lot at Randy’s Main Street Coffee to the vacant lot across from Napa. The private lot was owned by Suzanne Clarke at the time. Clarke sold the property several years ago to Sandy Mooers. Mooers continued to allow CFA to utilize the lot for Market purposes. Mooers is currently designing a new structure to be built on this lot which caused the CFA to look for a new home for the Market in 2020.

The City has provided a water allocation for the Community Garden since its inception. Recently, the Pioneer Christian Academy decided to reclaim this portion of their property causing the CFA to move the Community Garden from that location to 185 Main Street. The CFA has requested the City continue providing a water allocation at the new site.

### **Outcomes**

After two meetings about this agreement, everyone felt pretty good about the discussion and direction for the City and the CFA. The agreement incorporates similar conditions for use of City property as the previous two market location agreements. The CFA understands that Library Park is the best site for the 2023 market. Any potential, future market locations involving publicly owned property will be considered, and ultimately determined, by Council.

The Red Barn use will continue as it has since 2008.



The City will extend the water allocation to the new Garden site on Main Street. The City has provided a water allocation for the Garden since 2007.

The City is not being asked to consider changing any policies regarding liability or do anything that would set a precedence.

Councilor Chambers & Councilor Craven requested the associated costs of providing water to the new garden site. The report is enclosed for review.

**Water Arrangements | CFA Community Garden** – *From 10.25.2022:* 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.

*From 10.25.2022:* 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.



- C. **GR12 Waterline Project | Dyer Partnership Task Order** – City Engineer Ryan Quigley provided the cost estimates that are included in the agenda packet for your review.

***What is Council being asked to do?***

Authorize the City Administrator to execute the necessary documents for the project.

- D. **Pending: Climate Change Initiatives & IGA | Department of Land Conservation & Development (DLCD)** – *From 10.25.2022:* 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.

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.

- E. **Authorize KeyBank Agreement** – Staff is requesting Council authorize an agreement with KeyBank that would allow check readers to be installed at City Hall. After talking with Linn County Treasurer Michelle Hawkins and City Insurance Agent Darrin Godfrey, I have changed my position regarding this agreement. I was not in favor of the City taking the liability associated with this agreement, but the City does have more than adequate insurance coverage that protects Staff and the City from any potential financial loss. Hawkins said that the County has had a very good experience using these machines. Hawkins put a few internal controls in place to ensure transactions are performed a certain way. She indicated that if there is a discrepancy between the County and the bank, it is worked out the next business day and it rarely happens.



### ***What is Council being asked to do?***

Authorize the Mayor and City Administrator to execute the agreement with KeyBank.

- F. **Authorize Council Opening Advertisement** – Planning and seating the new Council in January 2023 calls for making a few logistical moves for a smooth transition since Mayor Ware is retiring after sixteen years of service and Councilor Neddeau is also stepping away from office after eight years of service. To that end, Staff has discussed the matter with City Attorney Ross Williamson to determine the best course of action we hope Council will consider.



The Linn County Clerk's Office will certify the election results twenty one days after Election Day. So, Council will not be able to accept those results until the December Council meeting. Below are the counts as they were posted by the Clerk's Office on November 14<sup>th</sup>, 2022:

### **Mayor**

**City of Brownsville Mayor (Vote for 1)**  
**1070 ballots (3 over voted ballots, 3 overvotes, 114 undervotes), 1506 registered voters, turnout 71.05%**

Adam R Craven	502	52.68%
Doug Block	446	46.80%
Write-in	5	0.52%
Total	953	100.00%
Overvotes	3	
Undervotes	114	

### **Council**

**Brownsville Council Members (Vote for 3)**  
**1070 ballots (22 over voted ballots, 66 overvotes, 624 undervotes), 1506 registered voters, turnout 71.05%**

Trapper Solberg	493	19.56%
Sandy Saltzer	341	13.53%
Barbara J Andersen	351	13.93%
Sean LaCoste	458	18.17%
Tricia Thompson	374	14.84%
David K Hansen	496	19.68%
Write-in	7	0.28%
Write-in	0	0.00%
Write-in	0	0.00%
Total	2520	100.00%
Overvotes	66	
Undervotes	624	



## **Measure 22-296 | Psilocybin**

**22-196 City of Brownsville Prohibit Psilocybin Businesses (Vote for 1)**

**1070 ballots (4 over voted ballots, 4 overvotes, 34 undervotes), 1506 registered voters, turnout 71.05%**

Yes	647	62.69%
No	385	37.31%
Total	1032	100.00%
Overvotes	4	
Undervotes	34	

### ***What is Council being asked to do?***

Staff is requesting authorization to place an advertisement in *The Times* for the potential Council seat that will be open if Adam Craven wins the mayoral race.

The Brownsville Municipal Code requires Council to fill a vacancy as follows:

### **Chapter 1.25 Council/Elected Official Vacancy**

Sections:

#### **1.25.010 Appointment by Council procedure.**

In filling a vacancy, the Council shall make such inquiries and hold interviews as it considers necessary to make the appointment. The appointment must be made at a regular or special Council meeting.

The Council will use the following procedures in the appointment process:

- A. Public notice in a newspaper of general circulation and/or by standard electronic means and posting of a notice at City Hall, the Library and the Post Office for two consecutive weeks;
- B. Deadline for interested parties to submit applications shall be no later than 30 days after the initial public notice;
- C. Appointment from those applicants nominated and seconded for consideration by members of the Council. The Recorder will announce the results of each ballot and will record each Councilor’s vote. An applicant who receives a majority of the votes by the current Council members will be appointed to the vacant position. If no applicant receives a majority vote on the first ballot, the Council will continue to vote on the two applicants who receive the most votes until an applicant receives a majority of the Councilors voting;
- D. All applicants shall qualify for public office as required by the City Charter and may be subject to the same requirements of Linn County and the State of Oregon;
- E. Vacancies shall be filled within 60 days of reasonable notice to the Brownsville City Council.

The Brownsville Charter reads as follows:

### **CHAPTER VII Elections**

#### **Section 27. Terms.**

The term of office of a person elected at a regular city election commences on the first Monday in January following the election.

Mayor Ware would call a special meeting for January 3<sup>rd</sup>, 2023 at 7:00 p.m. The special meeting will be a swearing-in ceremony to ensure a full Council. Mayor Ware and Councilor Neddeau will be recognized for their service, and potentially Councilor Thompson pending the official election results. The City would then host a reception in the Community Room.





Staff could then begin the necessary reviews with the new Council members so goal setting and other important planning items can be dealt with prior to budget season starting in March. The League of Oregon Cities also holds Councilor training that will be offered to the new members as well.

The City would also like to hold a reception for Mayor Ware on December 29<sup>th</sup>, 2022 from 12:00 p.m. to 2:00 p.m. in the Community Room to honor his historic years of service to the City of Brownsville.

- G. Central Linn Recreation Center | Agreement Addendum** – The City has recently changed service from AlSCO to Cintas. The City has entered into an agreement with Cintas to provide monthly professional cleaning for the Rec Center restrooms. The City will also be providing mat service and mop service for the Rec Center. A few months ago, the vendor who provided janitorial services to the Rec Center quit. The Rec Center Board respectfully requested janitorial services from the City. President Katy Kallai, Vice-President Stephanie Koontz and I worked up the amount of hours that would be required to adequately clean restrooms, the bleachers, mop the floor and take out the trash. The Central Linn Recreation Board has approved a lump sum of \$2,400 to cover the cost of janitorial services to be provided by the City. I’ve enclosed the addendum that would extend this service to the Rec Center in the agenda packet.



***What is Council being asked to do?***

Consider extending janitorial services to the Rec Center per the addendum.

11) DISCUSSION ITEMS:

- A. October Financials**

## UPDATES, INFORMATION & HAPPENINGS

**S & P Global Ratings Review** – Caroline Baird and the team at Standard & Poors reviewed the City’s bond rating. The outcome was the bond rating remained at AA-. S & P could not justify increasing the bond rating primarily based on national factors including inflation, supply chain and energy policy that is impacting the housing market and other growth indicators. Local government issues that also raised caution were the number of capital improvement projects the City has pending including the Rec Center Renovation, the GR12 waterline project and the exploration for a new sewer lagoon to effectively meet the housing growth experienced over the last four years.

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
<b>BB+, BB</b>	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

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

*From 10.25.2022:* 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:

**Active: Woodblock & Associates Proposal [G5]** – The project is being put together. There will be a major planning meeting after Thanksgiving. Staff has assembled a review team for finishes, colors



and other choices related to the project. The review team consists of Karl Frink, Elizabeth Coleman, Katy Kallai, Brandie Simon, Lynda Chambers, Levi Gatchett & Scott McDowell.

*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.

**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 25<sup>th</sup>, 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. [...]

**Linn County Housing Rehabilitation Program (LCHRP) Meeting** – The group met for the first time in a while. The Pandemic had brought this effort to a halt for a variety of reasons. Liza Newcombe reported that contractors are very difficult to come by due to hiring shortages and the small nature of these jobs. Factors that are driving delay and concern are inflation impacts on the cost of materials and supplies. Currently, the group has secured funding through CDBG and Lebanon is the sponsoring agency and plans to go for another round with Lebanon as the sponsor. DevNW is the group who operates all programming on behalf of the LCHRP.

**Audit Update** – Staff has been putting the finishing touches on the draft audit as prepared by SingerLewak’s Nicole Ryan and her team. Staff will provide a presentation at the December Council meeting.

**League of Oregon Cities Letter** – The five cities, Harrisburg, Halsey, Scio, Sodaville and Brownsville, have been in contact with Interim Executive Director Patty Mulvehill to discuss the parameters of the letter and how all small cities and the League could work together more effectively to create a better voice for small cities. The meeting is scheduled for December 12<sup>th</sup>, 2022.



**Consulting Lobbyist** – Staff met with Sean Tate to discuss possibilities of helping small cities/rural communities with policy efforts at the legislative level. The effort is exploratory at this time.

**League of Oregon Cities Region IV Meeting** – The City hosted the most recent meeting of Region IV small cities program. Mayor Ware did a great job representing the City for his last time as Mayor. The turnout was small but there was fairly robust discussion. The League’s Lobbyist Scott Winkles talked about the League’s policy priorities for this upcoming legislative session. Winkles also said that



# City Administrator Report

the League's policy direction is under review and will be changing. He encouraged small cities to get on committees to help with this process.

**Grand Jury Subpoena** – Staff was summons to the Linn County District Attorney's Office for questioning about the curb that was painted red by a local citizen. The next summons is for January 17<sup>th</sup>, 2023.

**Utilities Ordinance Preparations** – Staff is working on modifications to streamline utility billing processes. Planning to bring possible changes to a future Council meeting. The agreement with KeyBank is part of this effort.

**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.



**Rally on the River | Wade Long** – Wade Long shared exciting news last week. Wade let the City know that his rally was selected to officially host the national Spartan Rally here in Brownsville in 2025.

*From 10.25.2022:* 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 10<sup>th</sup> through the 16<sup>th</sup> 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.

**Oregon State Treasury Rates** – Recently, OST moved the rate from 2.50% to 2.85%.

**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.



**REAL Meetings | [G3]** – From 10.25.2022: 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.

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

*From June 28<sup>th</sup>, 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 30<sup>th</sup>, 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]** – December will be the launch.

*From 10.25.2022:* The group is moving forward with the project launch meeting on November 16<sup>th</sup>, 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.



**LCSO Quarterly Meeting | [G1]** – The next quarterly meeting will be December 1<sup>st</sup>, 2023.

*From 10.25.2022:* 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.



## ACTIVE, PENDING & STALLED

**Active: Water Management Conservation Plan** – The State has requested more information and clarification on certain sections of the report. Mr. Tim Tice is working on those revisions.

*From 10.25.2022:* The Water Management & Conservation Plan (WMCP) was filed August 15<sup>th</sup>, 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: League of Oregon Cities Legislative Priorities | Joint Letter** – *From 10.25.2022:* 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 14<sup>th</sup>, 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 9<sup>th</sup>, 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 3<sup>rd</sup>, 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



# City Administrator Report

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.

**Pending: Heritage Signs [W. Bishop Way] & the State of Oregon** – *From 10.25.2022:* 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

**Competed: Washburn Street Fence Request** – *From 10.25.2022:* 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.

**Active: KeyBank Deposit Only Account Setup** – See above.

*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.



**Active: McClain & Cemetery Maintenance** – The drainage portion of the project has been completed for this year. So far so good! The road has not washed out thanks to the new installation. Karl is waiting on back ordered parts to finish installing the new gate. Public Works did a very nice job with project design and execution.

*From 10.25.2022:* 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: 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.

**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,

S. Scott McDowell  
City Administrator

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*



## Public Works Report November 16, 2022

### Water:

- *Billing Support*- Follow through on customer service support and requests.
- *Meter reading* – Water meters have been read for the month of November.
- *Distribution System* – There were three 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 and is being edited as required.

### 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*- Nothing to report this month.
- *Misc.* – We are currently working on designing and installing a new dichlorination system for the wastewater discharge. DEQ requires the design be engineered before installing.

### 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* –The City has entered into a contract for patching asphalt in various locations around town.
- *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 31<sup>st</sup>.
- *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* – We have installed the new catch basin and culvert to minimize road washout during the rainy months. The installation has been very successful and is working very well We will be installing a new entry gate and fencing in December as we received the incorrect fence posts and are waiting for the correct posts to arrive. They are scheduled to be delivered November 28<sup>th</sup>.



**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*- I will be attending a pesticide webinar on November 17<sup>th</sup> in order to recertify my pesticide license.

Respectfully Submitted,



Karl Frink, Public Works Superintendent

## PLANNING AT A GLANCE NOVEMBER 2022

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

- |                |                      |                |
|----------------|----------------------|----------------|
| • Mechanical   | Wood Stove           | 518 Kirk Ave.  |
| • Mechanical   | Heating Installation | 258 M Main St. |
| • Mechanical   | Install Gas Line     | 1004 St.       |
| • Structural   | Manufactured Home    | Spaulding Ave  |
| • Structural   | Secondary Residence  | 1241 Ash St.   |
| • Fence        |                      | 714 Loucks Way |
| • Construction |                      | 1241 Ash St.   |

### **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*

11/4/2022

**JP COURTS  
INVOICES TO AGENCIES**

MONTHLY:  
JP COURT FINES DUE \$ 505.00

TO: CITY OF BROWNSVILLE

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Account Code

4510 / 6389 TOTAL \$ 505.00 ✓

V001011

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

RECEIVED  
NOV 07 2022  
ACCOUNTING

MEMO: JP COURT FINES DUE

  
Michelle Hawkins  
Per Angie Debban





## Library Advisory Board

### *Librarian's Report*

October 2022

Here are a few facts about our library the month of October 2022. We have received 45 new books for the library. Volunteers donated 125.75 hours to our library. There were 1,265 materials checked out. 314 adult fiction books; 94 adult non-fiction books; 126 audio books; 446 children's books; 186 junior books; 40 junior reference books and 59 large print books. There were 8 new patron accounts opened and 11 patrons renewed their account. This brings our yearly total to 84 patrons (new and renewed). If we stay on this track we will end the year with 252 patrons.

In October, we held 8 children's programs with 76 participants. There were 6 programs for adults with 41 participants.

The Library opened from 1 – 4 for Downtown Trick or Treat the afternoon of Halloween. We handed out 97 mini pumpkins with over 200 people visiting the Library. Other business members came to thank us for opening for this special occasion, it made the whole event better.

Respectfully submitted,

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

Sherri Lemhouse  
Librarian

**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	2011/12
July	1540.56	1848	1344	1375	1428	1412	1524	1487	1808	1760	1629	1355	1515
August	1460.22	1613	1161	1109	1483	1576	1626	1381	1672	1524	1586	1198	1470
September	1281.33	1553	1063	1080	1479	1491	1125	1327	1589	1002	1466	1305	1147
October	1409.11	1265	1160	1321	1501	1247	1397	1414	1280	1673	1504	1472	1374
November	1298.22		1036	1060	1337	1513	1529	1319	1087	1124	1354	1503	1195
December	1245.00		942	1082	1229	1145	1240	1312	1317	1337	1309	1165	1298
January	1313.78		1191	1169	1314	1161	1466	1363	1330	1398	1477	1194	1266
February	1311.78		1035	1087	1333	1391	1422	1468	1168	1582	1246	1010	1432
March	1392.67		1255	1257	1224	1503	1450	1513	1423	1266	1298	1344	1480
April	1365.67		1286	1286	725	1467	1252	1365	1452	1763	1267	1292	1147
May	1359.67		1332	1130	683	1644	1452	1254	1148	1690	1181	1370	1368
June	1182.11		1481	1074	882	1026	1163	1450	1155	1175	797	1773	1026

Total Books	16160.11	6279	14286	14030	14618	16576	16646	16653	16429	17294	16114	15981	15718
Registered Borrowers	231.80	84	236	199	221	381	300	284	296	142	163	187	145

Patron visits

Year	Total Books	Patrons
2022/23		0

2021/22	14286	236
2020/21	14030	199
2019/20	14618	221
2018/19	16576	381
2017/18	16646	300
2016/17	16653	284
2015/16	16429	296
2014/15	17294	142
2013	16114	163
2012	15981	187
2011	15718	145
2010	13322	
2009	14303	329
2008	11876	0



## ***Council Meeting Synopsis***

*Council met in regular session at 7:00 p.m. in Council Chambers on October 25<sup>th</sup>, 2022.*

- ★ All members of Council were present except for Council Humphreys who was excused. Mayor Ware presided.
- ★ Rally on the River organizer Wade Long provided a review of the Rally that has been held in Pioneer Park since 2016. Mr. Long has the second largest vintage RV rally in Oregon. People come from all over the western United States. The Rally is capped at 120 participants, but the demand is higher. The Rally is featured in Vintage Trailers magazine and on YouTube. Long said that there will be a nationally televised piece on this past year's Rally airing soon. Long thanked Council and Staff for being so accommodating, "People love coming to Brownsville!" Long said.
- ★ Brownsville Chamber of Commerce President Jenna Stutsman gave an update on Chamber activities. Stutsman reviewed the success of the Antique Faire, the Citywide Garage Sale, Pioneer Picnic Breakfast highlighting the positive impacts the events have on business owners. Stutsman previewed the upcoming Trick or Treat Street which will be held downtown between 1:00 p.m. and 4:00 p.m. on October 31<sup>st</sup>. Home for the Holidays & Festival of the trees will kick off with a tree lighting ceremony on December 2<sup>nd</sup>. Chamber resumed their monthly Wednesday meetings. Please visit <https://www.historicbrownsville.com/> for more information on the Chamber.
- ★ Calapooia Food Alliance President Don Lyon shared with Council the many services offered by the Farmer's Market including fresh produce, well water testing, covid testing and more. The Market offers a social hub that features an average of 15 vendors and attracts an average attendance of 115 people every Thursday from April to October. The Market is a big part of building a strong community. The Community Garden, also operated by the CFA, will be moving to a new location on Main Street. The CFA would like to enter into an agreement with the City for water services along with an agreement that would provide the CFA with the use of Kirk's Ferry park as a long-term home for the weekly market.
- ★ City Administrator Scott McDowell gave a brief overview of the newly launched Rural Economic Alliance (REAL) website. The City has worked on this economic development effort for a number of years and it is great to see it come to fruition. The City is in partnership with eight other cities in Linn and Benton county that is working on regional development issues. Please visit <https://www.ruraleconomicalliance.com> for more information.
- ★ Librarian Sherri Lemhouse gave an overview of the many programs and happenings at the Community Library. Administrative Assistant Elizabeth Coleman reviewed the single-family dwelling development process for Council. Public Works Superintendent Karl Frink highlighted the Backflow Prevention Program. Frink also shared recent challenges on the dichlorination of the City's wastewater due to a chemical change made by the City's supplier.
- ★ Council passed a motion to urge citizens to vote no on Measure 114. The motion passed 4-2. Councilors Chambers, Craven, Hansen & Neddeau in favor. Mayor Ware & Councilor Thompson opposing.
- ★ Consider dropping your ballot off at City Hall now through November 8<sup>th</sup>. City Hall will be open from 7:00 a.m. to 8:00 p.m. November 8<sup>th</sup>, 2022.
- ★ Council unanimously passed Ordinance 791 adding an emergency procedure for noxious weeds removal.



- ★ Ordinance 792: Camping. Council held a first reading. The ordinance would officially impose quiet hours and limit the number of cumulative days people can camp in Pioneer Park.
- ★ Council unanimously closed Spaulding Avenue late afternoon on December 2<sup>nd</sup>, for the Home for the Holidays tree lighting ceremony.
- ★ Council tabled an intergovernmental agreement with the Department of Land Conservation & Development (DLCD) regarding new requirements for flood and fire protection. Council cited funding issues as the primary source of objection while the continued loss of local control was also discussed.
- ★ Council voted unanimously to not support a bid by the Oregon Mayor's Association to request money from the State due to the impending implications of HB 3115 which will require cities to provide many services for homeless people.
- ★ Council unanimously adopted the Council meeting schedule for 2023. August is a recess month for Council. The schedule also features Budget Committee meetings.
- ★ Council unanimously approved an ad hoc committee for the Rec Center Renovation project.
- ★ Council will be meeting in committee to consider two agreements with the aforementioned CFA matters in the State of Oregon and on HB 3115 implications for future consideration.



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](mailto:admin@ci.brownsville.or.us).





## 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



**ORDINANCE NO. 793**

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**AN ORDINANCE GRANTING  
AN ELECTRIC UTILITY FRANCHISE TO PACIFICORP**

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**WHEREAS**, PacifiCorp d.b.a. Pacific Power (“PacifiCorp”), is a regulated public utility that provides electric power and energy within the City of Brownsville (the “City”) and other surrounding areas;

**WHEREAS**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the Public Ways of the City;

**WHEREAS**, the City desires to set forth the terms and conditions by which PacifiCorp shall use the Public Ways of the City;

**NOW, THEREFORE**, be it ordained by the City:

**SECTION 1. Grant of Franchise.** The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways, bridges, sidewalks, trails, public utility easements, and public places (collectively referred to herein as “Public Ways”) under the jurisdiction of the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof. The scope of this Franchise does not apply to any Electric Facilities placed in Public Ways under a pre-existing easement or other right encumbering the City’s property rights in such Public Ways. Notwithstanding this grant, no new Electric Facilities shall be placed in, under, along, over or across present and future bridges, trails, and public places without prior written authorization from the City which may contain such additional conditions as the City deems appropriate.

**SECTION 2. Term.** The term of this Franchise is for ten (10) years commencing on the date of acceptance by PacifiCorp as set forth in Section 3 below. In addition to the obligation to undertake and finalize negotiations regarding amendments to the Franchise as provided by Section 16, PacifiCorp and City agree to meet every on or about October 1<sup>st</sup> in 2024, 2027 and 2030, or upon request of either party, for discussion regarding issues related to the Franchise, which discussions may lead to a request to amend the Franchise pursuant to Section 16.

**SECTION 3. Acceptance by PacifiCorp.** Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.



**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service within the City; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances, rules, and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon, the City Charter, or City Ordinances.

**SECTION 5A. Meet and Confer.** At City's request, PacifiCorp will meet and confer to discuss any rate increases or the termination of any third-party agreement by a utility providing service within the City to use PacifiCorp facilities. PacifiCorp shall respond to the City within five (5) business days and a meeting shall be held within 15 business days of the City's request.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 6A. Insurance.** PacifiCorp shall maintain public liability and property damage insurance that protects PacifiCorp and the City, as well as the City's officers, agents, and employees, from the claims referred to in Section 6 of this Franchise. The insurance shall provide coverage at all times of not less than \$2,000,000 combined single limit for bodily injury liability and property damage liability per occurrence with an annual aggregate limit of not less than \$5,000,000. The limits of the insurance shall be subject to any changes as to maximum constitutional and statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage



must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not be canceled or materially altered without thirty (30) days prior written notice first being given to the City. If the insurance is canceled or materially altered within the term of this Franchise, PacifiCorp shall provide a replacement policy with the same terms. PacifiCorp agrees to maintain continuous uninterrupted coverage, in the terms and amounts required, for the duration of the Franchise.

PacifiCorp shall maintain on file with the City a certificate of insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City. Failure to maintain liability insurance shall be cause for immediate termination of this Franchise by the City.

In the alternative to providing a certificate of insurance to the City certifying liability insurance coverage as required, PacifiCorp may provide the City with an annual statement regarding its self-insurance. PacifiCorp's self-insurance shall provide at least the same amount and scope of coverage for PacifiCorp and the City, its officers, agents and employees, as otherwise required under Section 6.A. The adequacy of such self-insurance shall be subject to the City's review and approval. Upon PacifiCorp's election to provide self-insurance coverage under this Section, any failure by PacifiCorp to maintain adequate self-insurance may be cause for the City to declare a forfeiture or immediately terminate this Franchise.

## **SECTION 7. Annexation.**

- 7.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by PacifiCorp located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.
- 7.2 Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the annexation. The notice shall be mailed to:

**PacifiCorp Customer Contact Center**

**Attn:** Annexation  
P.O. Box 400  
Portland, Oregon 97202-0400

***With a copy to:***

**PacifiCorp**  
**Attn:** Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232



Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

**SECTION 8. Planning, Design, Construction and Installation of PacifiCorp Facilities.**

- 8.1** All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.
- 8.2** Except in the case of an emergency, PacifiCorp shall, prior to commencing work in the Public Ways, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all rules, regulations and requirements, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit prior to performing emergency repairs but PacifiCorp shall notify the City as soon as reasonably practical and shall use reasonable efforts to notify the City prior to performing the emergency repairs. PacifiCorp may immediately initiate such emergency repairs and shall apply for all appropriate permits as soon as possible, but not to exceed five (5) business days following discovery of the emergency. PacifiCorp must comply with all applicable laws, ordinances, rules, and regulations relating to excavations or construction, including payment of permits and license fees
- 8.3** All Electric Facilities shall be located and constructed so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable laws, rules, ordinances and regulations including but not limited to the then current Standards for Public Improvements of the City. PacifiCorp's Electric Facilities shall be constructed, maintained and repaired in such manner as not to interfere with pre-existing sewers, water pipes, or any other property of the City, or with any other facilities that may have been laid in the Public Way by or under the City's authority. The City shall have the right to observe and inspect all location, construction or installation of PacifiCorp's Electric Facilities and to make such inspections as it shall find necessary to ensure compliance with all laws, ordinances, rules and regulations. PacifiCorp is responsible for all work performed by or for PacifiCorp or its agents.
- 8.4** If, during the course of work on its Electric Facilities, PacifiCorp causes damage to or alters the Public Ways, or makes an opening in a hard surface pavement in any Public Way, PacifiCorp shall, at its own cost and expense, in a manner approved by the City, and within a reasonable period of time, replace and restore the Public Way to a condition comparable to that which existed before the work commenced. The City reserves the right, after providing written notice and a reasonable opportunity to cure to PacifiCorp, to remove and/or repair any work done by PacifiCorp which, in the reasonable determination of the City, does not comply with the requirements of this Section 8.4 or is unsafe. The notice shall include a date by which the work must be completed; provided that such date must be reasonably calibrated based on the scope and complexity of the required work; and provided further that PacifiCorp may request an informal meeting with the City Manager to discuss the completion date. The City may, after providing PacifiCorp written notice



and a reasonable opportunity to cure, refill and/or repave any opening made by PacifiCorp in a Public Way to the standards required under this Section 8.4 at the expense of PacifiCorp. All reasonable costs of such remediation, including costs of inspection and supervision, shall be paid by PacifiCorp.

- 8.5** In connection with private development line extension requests, PacifiCorp shall, upon its receipt of payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance, rule, or regulation.
- 8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.
- 8.7** PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion. No newly overlaid or constructed street shall be excavated by PacifiCorp for a period of five (5) years from the time of completion of the street overlay or construction unless authorized by the City, in writing.
- 8.8** Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp. In the event that emergency repairs are necessary, City may immediately initiate such emergency repairs and shall notify PacifiCorp of such repairs as soon as reasonably practical and shall use reasonable efforts to notify the City prior to performing the emergency repairs.
- 8.9** No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities. Below or immediately adjacent to PacifiCorp's facilities, the City will plant only such species of vegetation that will not interfere with PacifiCorp's facilities or require maintenance by PacifiCorp.



- 8.10** PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The report shall be provided both electronically and in hard copy form. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable period of time following receipt of the report.
- 8.11** PacifiCorp shall promptly cover or remove graffiti on Electric Facilities upon written notice from City.
- 8.12** No less frequently than annually, upon written request from the City, PacifiCorp shall provide maps to the City showing the location of PacifiCorp's Facilities in Public Ways on a scale the City and PacifiCorp agree upon. PacifiCorp shall provide such maps in an electronic format acceptable to the City and PacifiCorp and also in hard copy form. The level of detail in maps provided by PacifiCorp shall be limited to that which is needed for the City's administration of the Public Ways in order to protect PacifiCorp's confidential business information and the security of PacifiCorp's Electric Energy System.

#### **SECTION 9. Relocation of Electric Facilities.**

- 9.1** The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electric Facilities. The City and PacifiCorp shall cooperate to identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to PacifiCorp all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. PacifiCorp shall convert existing overhead distribution facilities to underground, if required by the City, subject to PacifiCorp's tariffs, state statutes, administrative rules and regulations regarding forced conversions. Subject to and in accordance with such tariffs, state statutes, administrative rules and regulations, the City may direct PacifiCorp to pay the expense of forced underground conversions, and PacifiCorp may recover its costs from City customers. Nothing in this paragraph shall prevent the City and PacifiCorp from agreeing on a case-by-case basis to a different form of cost recovery or another mechanism for funding an underground project that is consistent with PacifiCorp's tariffs, state statutes, administrative rules or regulations.
- 9.2** PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.





**9.3** If PacifiCorp fails to relocate, remove, rearrange, or alter any Electric Facilities as requested by the City within the time established by the City, which time period must be reasonable and take into account the scope and complexity of the project, for reasons that are within PacifiCorp's control, the City may after providing written notice to PacifiCorp and a reasonable opportunity to cure, cause the Electric Facilities to be relocated, removed, rearranged, or altered by qualified contractors at PacifiCorp's sole expense. The notice shall include a date by which the work must be completed; provided that such date must be reasonably calibrated based on the scope and complexity of the required work; and provided further that PacifiCorp may request an informal meeting with the City Manager to discuss the completion date. Upon receipt of demand for payment from the City, PacifiCorp shall promptly reimburse the City for all reasonable, documented costs the City reasonably incurred to relocate, remove, rearrange or alter Electric Facilities, including any costs incurred to collect payment from PacifiCorp.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power  
 Attn: Estimating Department  
 830 Old Salem Rd.  
 Albany, OR 97321

**SECTION 10A. Development Notification and Coordination.** The City shall mail notification of development applications to PacifiCorp:

Pacific Power  
 Attn: Estimating Department  
 830 Old Salem Rd.  
 Albany, OR 97321

Within thirty (30) days of the date a development notification is received by PacifiCorp, PacifiCorp shall confirm its receipt of such notification and thereafter cooperate in good faith with the City and developer, as necessary and appropriate, in connection with the development of plans and specifications required to extend Electric Facilities through the Public Ways to the proposed development. PacifiCorp shall make reasonable efforts to respond promptly to City and developer inquiries regarding any proposed line extension. If extension of power will require the proposed development to install facilities for use by PacifiCorp, PacifiCorp will provide the final plans and specifications for such extension to the City within thirty (30) days after the City's written request following the agreement by PacifiCorp and the developer to the final plans and specifications. In the event that PacifiCorp determines that it is necessary to change to final plans and specifications, PacifiCorp shall make good faith efforts to notify the City and the developer at least thirty (30) days prior to the scheduled date of construction.

**SECTION 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from



interfering with PacifiCorp's Electric Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic; provided that PacifiCorp, prior to application and within fifteen (15) business days of the City's request, shall provide the City information regarding product(s) used for growth inhibitor treatment or any other herbicide or pesticide that may be used in the right-of-way or easements. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

## **SECTION 12. Compensation.**

- 12.1** In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this Franchise, five percent (5%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts (accounts which, despite PacifiCorp's best efforts, have been uncollectible for 12 months or more) and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.
- 12.2** Payment of the compensation owed under this Franchise shall not exempt PacifiCorp from the payment of any other generally applicable business license fee, tax or charge on the business occupation property or income of PacifiCorp that may be now or in the future lawfully imposed by the City or by another taxing authority, except as may be otherwise provided in the ordinance or ordinances imposing such other business license fees, taxes or charges.
- 12.3** Franchise fee payments shall be made monthly within fifteen (15) days of the end of each month. If PacifiCorp fails to make any undisputed payment within such period and does not cure such failure within fifteen (15) days following written notice from the City, PacifiCorp shall be assessed a late payment charge equal to the rate of one percent (1%) over the existing prime rate as published in *The Wall Street Journal*, compounded daily. The late payment charge shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.
- 12.4** Accompanying each payment to the City, PacifiCorp shall file with the City a written report containing an accurate statement in summarized form of its calculation of the amount of the payment. Such statement shall be verified by an officer or other authorized representative of



PacifiCorp and shall set forth its gross revenues according to their accounting subdivision and any deductions claimed for the period. Such reports shall be in a form reasonably satisfactory to the City.

- 12.5** No acceptance of any payment pursuant to this Section 12 shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable.
- 12.6** The City and its agents and representatives shall have authority to arrange for and conduct audits within a reasonable day's commute to Junction City, upon no less than thirty (30) days prior written notice, no more than once per year. The City may join with other municipalities and conduct a joint audit. The City may determine the scope of audit in each instance, provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to perform an audit shall be subject to such audit. The City shall provide written notice to PacifiCorp of the results of the audit. Within ten (10) days of the date of the notice, PacifiCorp may request an informal meeting with the City Manager to discuss the audit. If the results of City's audit, after resolution of any dispute regarding the audit, discloses that PacifiCorp has paid ninety-five percent (95) or less of the principal amount owing for the period under audit, PacifiCorp agrees to pay the City the proper amount due and owing and reimburse the City the City's reasonable, documented costs of the audit. If payment of any undisputed underpaid amounts is not received within thirty (30) days of written notice from the City, then a late payment charge shall be due as provided by Section 12.3.

**SECTION 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise, provided both parties are participating in good faith negotiations. Notwithstanding the above, upon 365 days after the expiration of this Franchise, if the parties have failed to reach an agreement regarding the extension of the Term or a replacement Franchise, the City may: 1) grant an extension of time to extend the Term or renegotiate a replacement Franchise; or 2) demand that PacifiCorp remove its Electric Facilities and restore the City rights-of-way to a safe and operable condition comparable in quality and construction to that of the surrounding area.

**SECTION 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment. In determining whether City will consent to any transfer, the City may inquire



into the technical, legal and financial qualifications of the respective transferee. PacifiCorp will assist the City with such inquiry. The City shall not unreasonably delay or withhold its consent to such transfer.

**SECTION 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

**SECTION 17. Non-Contestability--Breach of Contract.**

**17.1** Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**17.2** In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be in writing and delivered to:

**City of Brownsville**  
**Attn:** City Administrator  
 P.O. Box 188  
 Brownsville, OR 97327

Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be in writing and delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph,



term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 20. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**SECTION 21. Additional Remedies.** In addition to any rights set out elsewhere in this Franchise, as well as its rights under City ordinance, the City reserves the right at its sole option to apply any of the following, alone or in combination, in the event of PacifiCorp's violation of this Franchise if such violation is not corrected following written notice from the City and the lapse of the applicable cure period (or if no cure period is specified, a reasonable opportunity to cure):

**21.1** Impose a financial Penalty of up to \$1,000 per Franchise violation per occurrence; or

**21.2** Revoke this Franchise with 90 days advance written notice.

The City may also revoke this Franchise with 180 days advance written notice in the event that any provision becomes invalid or unenforceable and the City Council expressly finds that such provision constituted a consideration material to the grant of the Franchise.

**SECTION 22. Termination.** In addition to any other rights set out elsewhere in this Franchise, the City reserves the right to terminate this Franchise if:

**22.1** PacifiCorp fails to pay undisputed Franchise fees under this Franchise and does not cure the same within thirty (30) days following PacifiCorp's receipt of written notice from the City of such failure;

**22.2** PacifiCorp fails to remove, relocate, or rearrange Facilities as provided in this Franchise, or fails to properly excavate or restore Public Ways as provided in this Franchise, and does not cure the same within a reasonable time period following PacifiCorp's receipt of written notice from the City of such failure;

**22.3** PacifiCorp is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City; or

**22.4** There is a final determination from a court or agency of competent jurisdiction that PacifiCorp has failed, refused or neglected or is otherwise unable to obtain or maintain required permits for the operation of its Electric Energy System and does not cure the same within a reasonable time period.



**SECTION 23. Choice of Law.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state.

**PASSED** by the City Council of the City of Brownsville, Oregon this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Mayor Don Ware**

**ATTEST:**

\_\_\_\_\_  
**S. Scott McDowell**  
**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 and other City owned property 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 1<sup>st</sup> day of December 2022, between the City and the Organizer shall commence upon signature and expire December 31<sup>st</sup>, 2025. 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 provides 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.
3. **LOGISTICS.** The City & the BCC have worked cooperatively on beautification efforts such as Christmas decorations and flower baskets. The details are described in Exhibit A.

**Street Closure Requests:** Council requires certain steps for the closure of any street, right-of-way, parking lot or other public space. Any event chair or designee should meet with Council at least sixty (60) days prior to the event.

The event chair or other designee of the BCC shall:

- 1) Provide a completed 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.

**Pioneer Park Use:** The City conducts an annual lottery to provide fair access for reservations of the buildings in Pioneer Park. The City must have all BCC dates in early



## Memorandum of Understanding

November. The City includes all planned park use information to potential lottery applicants.

If the City has a scheduling discrepancy caused by 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:

*Jenna Stutsman, BCC President  
304 W. Bishop Way  
Brownsville, Oregon 97327  
541.556.7521*

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

- ★ **Pioneer Picnic Breakfast – June (3rd Weekend)**

*Pavilion: 6:00 a.m. to 11:59 a.m.*

*(BCC is a "subcontractor" for the Linn County Pioneer Picnic 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.*

- ★ **Antique Faire – August (1<sup>st</sup> Saturday)**

*Pavilion, Prairie including the middle of the Park between the west ball diamond and the pavilion. Northerly portions of the camping area may also be used.*

*Entire Park: 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 BCC 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.*





## Memorandum of Understanding

- 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.*

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. The City is willing to arrange for the portable toilets and cost share as has been past practice.*

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.
- Contact the Brownsville Rural Fire Department, the Linn County Sheriff's Office and Central Linn School District when roads are closed.

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



# Memorandum of Understanding

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.

- ★ **Marketing Finance Support:** The City shall provide \$2,500 each year of this agreement for the purpose of marketing events associated with Chamber activities. The City shall require an annual financial report from BCC accounting for how the money was spent. The City shall also receive an annual financial report from the BCC.
- ★ **Flower Baskets Program:** The BCC reserves the right to resume this program. The City shall provide \$1,800 each year of this agreement should the program resume. The City will also provide water as previously agreed.

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 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:**

**Organizer:**

\_\_\_\_\_  
S. Scott McDowell  
City Administrator

\_\_\_\_\_  
Jenna Stutsman  
BCC President

**Date:**

**Date:**



## Memorandum of Understanding

### EXHIBIT A

**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.

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.

Council voted unanimously on November 26<sup>th</sup>, 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.

Council voted (4-2) on October 22<sup>nd</sup>, 2019 to provide \$1,800 to the ORGANIZER annually for the installation and maintenance of the downtown flower baskets. The City will pay the invoice in October

The Chamber discontinued the Flower Baskets Program in 2021 for financial reasons.

### ***TABLED EFFORT***

**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).



## Memorandum of Understanding

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

**AND:** Calapooia Food Alliance (CFA)

**DATE:** November 2022

### RECITALS

- I. City is the owner of certain real property in Brownsville, Oregon. CFA desires to use City property for a weekly Farmers Market. **[Market Location]**
- II. CFA is interested in entering into a rental agreement with the City to provide storage space for the Farmer's Market. City believes that CFA provides a valuable public service by offering the Farmer's Market and desires to provide storage space to support their effort. **[Red Barn Rental]**
- III. The City desires to support a community garden. The Calapooia Food Alliance (CFA) will provide these services through their non-profit status and mission. **[Garden Water]**

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

### 1. PREMISES, LOGISTICS, CONDITIONS & COMPENSATION.

#### Market Location [I]

The City allows the CFA use of Library Park for 2023. The City will be installing a critical water line through Kirk's Ferry Park in 2023. The City shall determine the location of the Market based on the City's determination.

**Use:** CFA shall be granted a right to use the property designated by the City 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. The use of City property shall be transitory.

**Conditions.** City grants use to CFA subject to the following conditions:

- a. CFA shall always maintain safe vehicular access and traffic patterns to the extent possible.
- b. Require vendors to park off premises at locations designated by the City.
- c. The CFA shall visit with all neighbors around the location to share plans to minimize parking disruptions during the market hours and to provide a contact of the CFA for concerns should they arise.
- d. Monitor and limit on-street parking during market hours. The City does not want to experience parking issues, or attempt to minimize parking issues as much as practical.



- e. Canopies and other temporary structures cannot be left standing.
- f. The CFA 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.
- g. Any damages sustained to any CFA property or appurtenances shall be the sole responsibility of the CFA. The City will not be responsible for any theft, vandalism or any other damages sustained by the CFA or any of their affiliates during their use of any municipally owned site.

**Signage.** CFA may place their wooden market sign on the property at a location designated by the City.

**Improvements.** No improvements will be made to the premises. Property is to be used as-is.

**Maintenance.** CFA is responsible for cleaning up any debris left after each Farmers Market.

### **Red Barn Rental [II]**

**Storage Space:** The City continues to allow the use of the Red Barn, behind the Picture Gallery, situated along Park Avenue across from the Linn County Museum for general, operational storage for the CFA. The City has allowed the use of the Red Barn since 2008. The City does not allow for food or other organic materials that could attract insects and other pests to be stored at this location.

**Logistics:** The CFA will be issued one key for accessing this storage area. The City has walled off the far east bay of the Red Barn for CFA use. Any physical modification to the space should be approved by the Public Works Superintendent & City Administrator. The City shall have permission to access the storage space as needed at any time.

**Compensation.** City believes the fair market value for rent is \$200 per month. City will contribute \$175 per month as an in-kind contribution to support the work of the CFA. The CFA shall remit the balance of \$25 per month for use of the space or in another convenient payment schedule as determined by the City Administrator.

### **Garden Water [III]**

The premises is described at the Linn County Assessment & Taxation Office as Map #14S02W06BB03700, 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.

**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 appli-



cable 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.

2. **TERM.** The term of this Memorandum shall commence upon execution hereof and shall continue with reviews every three (3) years.
3. **REPORTING.** The CFA shall provide an annual report to Council highlighting market vendors, attendees, special programming efforts, garden users, food produced and details meaningful to the favorable use of public funds provided for these purposes.
4. **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.
5. **MAINTENANCE.** The City is not responsible for making repairs and necessary replacements or performing necessary maintenance to or upon any associated premises contained in or used for the purpose of this agreement. CFA guidelines and programming shall maintain the premises in a manner consistent with this agreement and at any request of the City.
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:**

**CALAPOOIA FOOD ALLIANCE (CFA):**

By:

By:

Don Ware, Mayor

Don Lyon, President

By:

Address: P.O. Box 367  
Brownsville, OR 97327

S. Scott McDowell, Administrator

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



November 15<sup>th</sup>, 2022

***Associated Water Meter Costs Report***

**The Numbers**

(1) Water Meter	\$2,700.00	Lump Sum
(2) Materials & Supplies	\$1,200.00	Lump Sum
(2) Public Works Employees	\$49.75	Hourly Rate
(1) Backhoe	\$90.00	Hourly Rate
(1) Dump Truck	\$75.00	Hourly Rate
(1) Service Truck	\$50.00	Hourly Rate

Total hours figured was 8 hours for the sake of calculation. The job will take 8-10 hours.

		<i>Hours</i>	
(1) Water Meter	\$2,700.00		\$2,700.00
(2) Materials & Supplies	\$1,200.00		\$ 1,200.00
(2) Public Works Employees	\$49.75	16	\$796.00
(1) Backhoe	\$90.00	8	\$720.00
(1) Dump Truck	\$75.00	8	\$600.00
(1) Service Truck	\$50.00	8	<u>\$400.00</u>

**Total \$6,416.00**

***Single Family Residence***

Water Service Connection Fee	\$1,200.00 [3/4" Meter]	+ Time & Materials [2" Meter]
Water SDC	\$2,093.00 [3/4" Meter]	\$16,746.00 [2" Meter]
<b>Total City Fees</b>	<b>\$3,293.00</b>	<b>\$19,946.00</b>



**TASK ORDER No. 4**  
**City of Brownsville**  
**GR12 Well Raw Water Line and Pump Station Upgrades**

**SCOPE OF WORK**

The City has requested that The Dyer Partnership Engineers and Planners, Inc. (Dyer) provide services for the design, bidding and construction management for the construction of approximately 1,400 linear feet of 6-inch diameter raw water line. The new raw water line will connect the existing GR12 Well Pump Station to the City's Water Treatment Plant. Pump station monitoring and control features will be added to the pump station site and connected to the City's Water Treatment Plant (WTP) via fiber optic cable.

**BACKGROUND**

In 2015 the City of Brownsville completed the construction of a pump station to utilize the water right associated with the GR12 well, located near the Calapooia River, south of Kirk Ave. A single pump was installed in the new pump station building and a raw water line was extended approximately 300 linear feet north to a temporary discharge point on the Mill Race drainage ditch. In order to utilize the water right, a new raw water line will need to be extended to the City's WTP.

**SCOPE OF SERVICES**

The work tasks itemized below describe the major tasks necessary to complete the GR12 Well Raw Water Line Installation Project.

**Phase 1 – Project Design**

- Project setup and coordination.
- Complete route survey.
- Conduct site visits and coordinate new water line routing with City staff.
- Coordination with effected utilities.
- Review existing pump system for compatibility with new raw water line discharge at the WTP.
- Prepare plans and technical specifications for installation of the raw water line and associated appurtenances.
- Provide electrical and controls design, including motor control schematic, PLC control panel schematic, and fiber optic design details.
- Provide design for back-up generator installation.
- Prepare functional description of control operations for SCADA integration.
- Submit design documents to City for review.
- Address City comments and complete final plans and specifications.
- Prepare final cost estimates.

**Phase 2 – Bidding and Contract Documents**

- Prepare bidding documents, including bidding requirements, and contract documents.
- Prepare advertisement for bids and send to Owner-approved publications (Owner to pay advertising expense).
- Reproduce or upload electronic copies (as appropriate) of bidding documents and distribute to approved

plan exchanges and interested bidders.

- Respond to bidder questions and prepare addendums, if needed.
- Attend pre-bid meeting with Owner and Contractors.
- Manage and attend online bid opening.
- Review bids and recommend contract award based on public contracting rules.
- Prepare construction contracts for execution.
- Issue Notice of Intent to Award, Notice of Award, and Notice to Proceed.

### **Phase 3 – Construction Administration & Survey**

- Provide Construction Management - Administer Construction Contract between Owner and Contractor.
- Attend and administer a pre-construction meeting.
- Assistance with submittal reviews.
- Provide water line construction stakeout.
- Provide periodic site observation, monitoring assistance and field reports.
- Payment request review and approval assistance.
- Change Order request review and approval assistance.
- Construction closeout, operational acceptance, and record drawings.

### **WORK PRODUCT**

Two paper copies and one electronic copy of the final contract documents and two paper copies and one electronic copy of the Record Drawings.

### **SERVICES NOT INCLUDED**

- Advertisement fees.
- Permitting and Easements.
- Full time construction inspection.
- Pre and Post Construction Survey.
- Design services for the replacement of the existing pump system.
- Design/Integration services for work required at the WTP should existing control elements require replacement.
- Water Rights review or modifications.

### **PROJECT SCHEDULE (ANTICIPATED)**

- |                                |                    |
|--------------------------------|--------------------|
| • Begin Design Phase:          | December 1, 2022   |
| • Complete Preliminary Design: | March 1, 2023      |
| • Complete Final Design:       | March 15, 2023     |
| • Advertise for Bids:          | March 30, 2023     |
| • Open Bids:                   | April 19, 2023     |
| • Award Contract:              | April 25, 2023     |
| • Begin Construction:          | May 29, 2023       |
| • Complete Construction:       | September 29, 2023 |
| • Final Project Closeout:      | October 20, 2023   |

**CONTRACTOR’S CONSIDERATION:** \$134,000.00 not to exceed maximum per attached estimate of man hours and costs.

**PAYMENT METHOD:** Monthly progress payments based on work completed.

**CLIENT:** City of Brownsville

**ENGINEER:** The Dyer Partnership  
Engineers & Planners, Inc.

\_\_\_\_\_  
S. Scott McDowell,  
City Administrator

\_\_\_\_\_  
Ryan Quigley,  
Sr. Vice-President

Date: \_\_\_\_\_

Date: 11-2-2022 \_\_\_\_\_

**ATTACHMENT A  
ESTIMATE OF MAN HOURS AND COSTS**

DATE: 11-02-22 PROJECT: City of Brownsville Phase 1: Project Design  
GR12 Well Raw Water Line

TASK	MAN HOURS									
	PRINC. MGR	PROJ MGR	PROJ ENG	ENG/SUR TECH	CONST. OBSERV.	PROF SUR	SUR CREW	DFTR	CLER	
1: Site Visits/Routing Consultation	4			4						
2: Coordination & Kick-off Meeting	24			16						
3: Project Setup	10			4						
4: Pump Review	4			8						
5: Project Plans	24			84				16		
6: Technical Specifications	10			12						2
7: Final Documents	4			12				10		2
8: Cost Estimating	2			4						
9: Survey	2			10		6		24		
<b>TOTAL ESTIMATED HOURS</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>154</b>	<b>0</b>	<b>6</b>	<b>24</b>	<b>26</b>	<b>4</b>	

MATERIAL & EQUIPMENT COSTS	QTY	UNIT	UNIT COST	TOTAL COST
REPORT				
PHOTOGRAPHS				
COST ESTIMATE				
PLANS AND SPECIFICATIONS	6	Sets	\$ 150	\$900
ROBOTIC TOTAL STATION	2	Days	\$ 40	\$80
GPS EQUIPMENT	1	Days	\$ 100	\$100
<b>TOTAL MATERIAL &amp; EQUIPMENT COSTS</b> -----				<b>\$1,080</b>

TRAVEL AND PER DIEM	QTY	UNIT	UNIT COST	TOTAL COST
MILEAGE	600	Miles	\$0.65	\$390
COMMERCIAL PER DIEM	4	Days	\$60.00	\$240
LOCAL TRANSPORTATION LODGING	2	Each	\$120.00	\$240
<b>TOTAL TRAVEL AND PER DIEM</b> -----				<b>\$870</b>

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
Electrical Engineer		\$30,670
<b>TOTAL OTHER SIGNIFICANT COSTS</b> -----		<b>\$30,670</b>

**ATTACHMENT A  
ESTIMATE OF MAN HOURS AND COSTS**

DATE: 11-02-22 PROJECT: City of Brownsville Phase 2: Bidding and Contract Documents  
GR12 Well Raw Water Line

TASK	MAN HOURS									
	PRINC. MGR	PROJ MGR	PROJ ENG	ENG TECH	CONST. OBSERV.	PROF SUR	SUR CREW	DFTR	CLER	
1: Coordination	8			4						
2: Front End Documents	2			4						4
3: Advertisement				2						2
4: Contractor Questions/Addendums	12			8				4		
5: Bid Opening	6			6						
6: Bid Tabulation and Review	4			2						2
7: Recommendation Letter	1									2
8: Contract and Award Letters	1									2
<b>TOTAL ESTIMATED HOURS</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>12</b>

MATERIAL AND EQUIPMENT COSTS	QTY	UNIT	UNIT COST	TOTAL COST
REPORT				
PHOTOGRAPHS				
COST ESTIMATE				
PLANS AND PRINTS				
CONTRACTS	3	Sets	\$100	\$300
ROBOTIC TOTAL STATION				
GPS EQUIPMENT				
<b>TOTAL MATERIAL AND EQUIPMENT COSTS</b> -----				<b>\$300</b>

TRAVEL AND PER DIEM	QTY	UNIT	UNIT COST	TOTAL COST
MILEAGE	150	Miles	\$0.65	98
COMMERCIAL PER DIEM				
LOCAL TRANSPORTATION				
LODGING				
<b>TOTAL TRAVEL AND PER DIEM</b> -----				<b>\$98</b>

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
Electrical Engineer		\$3,630
<b>TOTAL OTHER SIGNIFICANT COSTS</b> -----		<b>\$3,630</b>

PREPARED BY: RHQ

**ATTACHMENT A  
ESTIMATE OF MAN HOURS AND COSTS**

DATE: 11-02-22 PROJECT: City of Brownsville Phase 3: Construction Administration  
GR12 Well Raw Water Line

TASK	MAN HOURS									
	PRINC. MGR	PROJ MGR	PROJ ENG	ENG/SUR TECH	CONST. OBSERV.	PROF SUR	SUR CREW	DFTR	CLER	
1: Pre-Construction Conference	6			6						
2: Project Administration	22			30						
3: Submittal Review	4			8						
4: Site Visits/Construction Observation	16				120					
5: Payment Requests	8			8						
6: As-Built Drawings	2			12				16		4
7: Project Close-out	6			4						4
8: Construction Stakeout	4			2		2	10			
<b>TOTAL ESTIMATED HOURS</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>120</b>	<b>2</b>	<b>10</b>	<b>16</b>	<b>8</b>	

MATERIAL AND EQUIPMENT COSTS	DESCRIPTION OR UNIT	QTY	UNIT	UNIT COST	TOTAL COST
REPORT					
PHOTOGRAPHS					
COST ESTIMATE					
PLANS (AS-BUILTS)		1	Sets	\$ 200	\$200
SPECIFICATIONS					
ROBOTIC TOTAL STATION		1	Days	\$ 40	\$40
<b>TOTAL MATERIAL AND EQUIPMENT COSTS</b>	-----				<b>\$240</b>

TRAVEL AND PER DIEM	QTY	UNIT	UNIT COST	TOTAL COST
MILEAGE	1,070	Miles	\$0.65	\$696
COMMERCIAL PER DIEM				
LOCAL TRANSPORTATION				
LODGING				
<b>TOTAL TRAVEL AND PER DIEM</b>	-----			<b>\$696</b>

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
Electrical Engineer		\$16,000
<b>TOTAL OTHER SIGNIFICANT COSTS</b>	-----	
		<b>\$16,000</b>

PREPARED BY: RHQ





October 28, 2022

1384.P21.006

Dyer Partnership  
1330 Teakwood Ave.  
Coos Bay, OR 97420

Attention: Ryan Quigley

Subject: Brownsville GR12 Raw Water Line

Dear Ryan:

R&W Engineering, Inc. is pleased to provide you with the following proposal for professional electrical engineering services. We have included our scope of work, fee proposal, rate schedule, and our standard terms and conditions for your use. We look forward to the opportunity to work with you on this project.

**Project Understanding:**

Project Location: Brownsville, OR

Project Description: Provide electrical and instrumentation & control (I&C) design services for the improvements of the existing GR12 well house including potential pump size increase, addition of programmable logic controller (PLC), and hardline fiber optic communications back to the existing water treatment plant (WTP). Provide integration design for monitoring and control of GR12 well house through existing WTP SCADA system.

Optional: Provide inclusion of GR12 well house permanent standby generator design if requested by City.

Client Contact: Email from Ryan Quigley to Sam Russum on 12/7/21 with (5) attachments: Site photos of GR12 Well House.

**Scope of Work:**

1. Electrical Design
  - 1.1. Obtain service peak load demand for existing well house service to evaluate ability of existing electrical service to accommodate design improvements.





integrate the GR12 well into the existing WTP SCADA system that goes beyond the fiber communication equipment addition and integration at the existing WTP site will require additional fee beyond those included in this scope of work.

### **1.3.9. Fiber Optic Design Details**

**1.3.9.1.** This effort is limited to the provision of equipment infrastructure design necessary to allow communications between the existing GR12 well house and existing WTP.

### **1.4. Prepare electrical and I&C specifications.**

**1.4.1.** Include functional description of control operations for contractor understanding of integration needs of GR12 well house to existing WTP SCADA system.

### **1.5. Prepare an engineering opinion of construction costs for the electrical improvements.**

### **1.6. Submit drawings for review at 60% and 90% design completion for comment and coordination in developing the final set of electrical drawings for permit and bid.**

### **1.7. Provide final signed electrical drawings for inclusion into a bid set.**

## **2. Optional Generator Design**

**2.1.** At the direction of the City, include the addition of a permanent standby generator system to the existing GR12 well house power distribution system.

## **3. Bidding and Services During Construction**

**3.1.** Assist in the preparation of up to (1) addenda, as may be required.

**3.2.** Answer Contractor questions/pre-bid RFI's. Our budget is based on a maximum of up to (3) electrical questions/RFI's during the bid phase.

**3.3.** Be available to answer questions by phone during or immediately following the pre-bid meeting for interested contracting teams.

**3.4.** Be available to answer questions by phone during or immediately following the pre-construction meeting with awarded contracting team and design team to review project and expectations.

**3.5.** Answer technical questions and RFI's about electrical items during the construction phase of the project. Our fee is based on a maximum of up to (5) RFI's; additional RFI's may require additional fee.

- 3.6.** Assist in the preparation of Change Orders dealing with electrical items during construction, as necessary. Our fee is based on a maximum of up to (2) Change Orders; additional change orders may require additional fee.
- 3.7.** Review electrical submittals during the construction phase of the project. Our fee assumes (1) original electrical submittal per electrical specification section and up to (1) re-submittal; additional re-submittals may require additional fee.
- 3.8.** Make up to (1) site visits during the construction phase, for final inspection.
  - 3.8.1.** Provide final inspection site visit and punch list for use in determining substantial completion.
- 3.9.** Prepare electrical record drawings once construction is completed based on Contractor provided red-line markups. Provide electronic copies of record drawings in AutoCAD and PDF format.

**Assumptions:**

- 1.** Design review submittal comments are expected to be provided in written form via red-line markups to provided drawing sets, written list, or some combination thereof. No design review meetings have been included in this scope of work. If design review meetings are determined necessary, R&W Engineering will participate in those on a time & material basis.
- 2.** Background drawings will be provided to R&W Engineering by The Dyer Partnership in an electronic format compatible with AutoCAD 2014 or AutoCAD 2018.
- 3.** R&W Engineering drawing standards will be used with The Dyer Partnership's border and title block files provided for drawing set conformance.
- 4.** Record drawings will be created based on red-line drawings provided by the Contractor. If no red-lines are provided, it will be assumed that no deviations from the design drawings were constructed.

**Exclusions:**

- 1.** Anything not specifically listed above.

**Fee Proposal:**

R&W Engineering, Inc. proposes to provide the services listed above on a time and material, not to exceed without prior authorization basis. The fees shall be as listed in the summary below.

1. Electrical Design .....	\$27,920.00
2. Optional Generator Design .....	\$2,750.00
3. <u>Bidding and Services During Construction .....</u>	<u>\$19,630.00</u>
<b>Total Fee: .....</b>	<b>\$50,300.00</b>

Terms shall be as stated in the attached Standard Terms and Conditions dated 1/5/21. The enclosed billing rates shall be considered as our standard rates for time and material work and any hourly work agreed to beyond the defined project scope. A surcharge of 0.3% will be applied to all invoices for the State of Oregon Corporate Activities Tax. Our standard rates shall be subject to annual revision. To initiate this letter agreement, please sign below and return a copy to our office. If you choose to initiate this project by purchase order, please reference this proposal and attach to the purchase order.

**Project Billing Setup:**

Upon signed contract, please indicate your preferred invoicing method, if no method is selected, invoicing will default to email only:

- Email Invoice sent to: [rquigley@dyerpart.com](mailto:rquigley@dyerpart.com)
- Mail Hardcopy Invoice to: [1330 Teakwood Ave. | Coos Bay, OR 97420](#)
- Both Email and Hardcopy Invoice to above confirmed contacts

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

\_\_\_\_\_  
Samuel M. Russum, P.E.                      Date  
R&W Engineering, Inc.

\_\_\_\_\_  
Dyer Partnership                              Date



R&W accepts credit cards for payment of services. Our system will accept American Express, Visa, Master Card, and Discover.

Enclosures: Rate Schedule and Standard Terms and Conditions



**2023 HOURLY BILLING RATES**

PRINCIPAL _____	\$220.00/hr
PROJECT MANAGER _____	\$195.00/hr
SENIOR ENGINEER II _____	\$180.00/hr
SENIOR ENGINEER I _____	\$145.00/hr
ENGINEER _____	\$132.00/hr
SENIOR TECHNICIAN II _____	\$140.00/hr
SENIOR TECHNICIAN I _____	\$115.00/hr
TECHNICIAN/DESIGNER _____	\$100.00/hr
PROJECT SUPPORT _____	\$85.00/hr
CLERICAL _____	\$57.00/hr
MILEAGE _____	IRS ALLOWABLE EXPENSES PLUS 10%
OTHER EXPENSES _____	COST PLUS 10%

Expires: December 31, 2023



### STANDARD TERMS AND CONDITIONS

January 5, 2021

The following terms and conditions are intended for incorporation by reference into quotations and agreements, orders, or authorizations for professional services ("Agreement") entered into between R&W Engineering, Inc. (R&W) and the Client.

1. R&W professional services consist of and are limited to those services performed enumerated in the Agreement. R&W's services shall be performed consistent with and limited to the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). R&W shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Such Standard of Care is not a warranty or guarantee, and R&W shall have no such obligation.
2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at R&W's standard rates in effect when performed. Costs will be reimbursed according to R&W's standard reimbursement rates in effect when incurred, and if no rate is in effect, at R&W's cost plus the standard markup on such costs. R&W will provide the Client with a statement of its current standard rates upon request.
3. The Client will provide full information as to the Client's requirements for the project as may be requested by R&W from time to time. R&W will notify Client of errors and/or discrepancies in such information to the extent they are actually identified, but otherwise shall be entitled to rely on the adequacy and accuracy of information provided by the Client. The Client will examine and respond promptly to R&W's submittals and inquiries and will provide prompt written notice to R&W whenever the Client observes or otherwise learns of any defect in the services performed by R&W or in the work performed appurtenant to such services.
4. All documents, including drawings and specifications, provided by R&W are instruments of service with respect to the particular project for which they are provided, and R&W shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the construction, use, and occupancy of the particular project for which the documents are provided. Such documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of R&W, shall be at the Client's sole risk and without liability or legal exposure to R&W or its subconsultants and the Client shall indemnify and hold harmless R&W and its subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
5. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of R&W and its subconsultants for the Client's damages arising out of services performed with respect to any project to the sum of \$10,000 or to R&W's total fee for services rendered on such project, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.

Standard Terms and Conditions  
R&W Engineering, Inc.  
1/5/21

6. Unless specifically stated otherwise in the Agreement, the following payment provisions shall apply. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. R&W will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not backcharge or withhold payment from R&W for any reason without R&W's specific written consent. Client has no right to withhold payment of any amounts due and owing as a set-off of any alleged claims against R&W. In the event R&W has to engage a collector or attorney, pursue collections, or file a lien to secure payment, Client will be responsible for all costs and fees associated with such activities regardless of whether suit or action is instituted. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. Failure to pay R&W's invoices within sixty (60) days of the due date will be considered a material breach, and R&W may terminate its services upon notice in writing to Client. R&W shall have no responsibility to provide deliverables or respond to requests for information from Client or any governing authority until amount owed is paid in full. R&W will not be responsible for any claims or damages which may arise as a result of Engineer exercising any of its rights in this paragraph.
7. R&W and the Client agree that any dispute arising under or related to the Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.
8. R&W will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be finally resolved by arbitration under the laws of the State of Oregon and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties.
9. The Agreement shall be governed by the laws of the State of Oregon. R&W and the Client consent to the exclusive jurisdiction and venue of the State and Federal courts of Oregon.
10. Neither R&W nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent R&W from employing such independent professional associates and subconsultants as R&W may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than R&W and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and R&W and not for the benefit of any other party.
11. To the extent caused by the negligence or willful misconduct of either Party or those under its control and direction associated with this project, such Party shall indemnify and hold harmless the other Party from any and all third-party suits, claims, liabilities, or losses arising out of such negligence or willful misconduct.

City of Brownsville  
 GR12 Well Raw Water Line  
 Preliminary Cost Estimate  
 11/3/2022

GR12 Raw Water line & Pump Station Upgrades				Preliminary Cost Estimate	
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Construction Facilities & Temp. Controls	1	LS	\$69,000	\$69,000.00
2	Demolition and Site Preparation	1	LS	\$44,000	\$44,000.00
3	Temporary Traffic Control	1	LS	\$33,000	\$33,000.00
5	6" Class 900 PVC, Class B Backfill	1,400	LF	\$160	\$224,000.00
6	Main St. Crossing	100	LF	\$400	\$40,000.00
7	Mill Race Crossing	80	LF	\$400	\$32,000.00
8	Connection to WTP	1	LS	\$20,000	\$20,000.00
9	Foundation Stabilization	20	CY	\$80	\$1,600.00
10	Asphalt Concrete Pavement Removal	125	SY	\$20	\$2,500.00
11	AC Pavement	60	TON	\$200	\$12,000.00
12	Rock Surface Restoration	300	SY	\$12	\$3,600.00
13	Remove and Replace Curb & Gutter	15	LF	\$100	\$1,500.00
14	Remove and Replace Sidewalk	750	SF	\$25	\$18,750.00
15	Electrical & Pump Station Controls	1	LS	\$15,000	\$15,000.00
16	Pump Station Communications	1	LS	\$60,000	\$60,000.00
17	Fiber Equipment and SCADA Integration	1	LS	\$30,000	\$30,000.00
18	Pump Station Generator	1	LS	\$75,000	\$75,000.00
19	Landscaping	1	LS	\$10,000	\$10,000.00
<b>Total Construction Cost</b>					<b>\$681,950.00</b>



**KEY CAPTURE<sup>®</sup>**  
**Service Schedule**

<b>For Bank Use Only</b>	Page 72 of 96
TIN # (required)	
Account # (optional)	
Document Type: Treasury Services Agreement	
Aux Doc Type: Key Capture Agreement	
Contact Name	
Phone:	
Agreement Modified <input type="checkbox"/> Yes or <input type="checkbox"/> No	

**Client Name:** ("Client")

**THIS SCHEDULE.** Client has decided to use the Service described below and KeyBank National Association ("Bank") agrees to provide the Service as stated herein. Client and Bank agree that the Service shall be performed in accordance with this Schedule and Client's selections, designations, authorizations and/or other instructions, and subject to the Master Agreement between Client and Bank for cash management services, a copy of which has been received and signed by Client (said agreement, together with all other addenda, exhibits and schedules attached thereto, collectively called the "Master Agreement"). This Schedule is hereby made a part of the Master Agreement. All capitalized terms in this Schedule shall, unless otherwise defined herein, have the same meaning as ascribed to them in the Master Agreement.

**1. Designated Accounts.** Client shall designate one or more deposit accounts at Bank (collectively, the "Account") with respect to which check truncation and Electronic Item presentment services described in Section 3 below (the "Services") shall apply, subject to the terms and conditions of this Schedule, the Master Agreement, and Bank's Deposit Account Agreement and Funds Availability Policy. The number and title of each Account and any special instructions are set forth in Set-Up Instructions completed between the parties. Each new account shall be designated in a new Set-up Instruction. In order for Bank to perform the Services hereunder, Client must provide all information required by Bank, and such information must be accurate and complete. In the event that any such information is not timely, accurate or complete, Bank may reject or be unable to process an Electronic Item and, in this event and notwithstanding anything to the contrary in the Master Agreement or Schedule(s), Bank shall not be liable for its failure to process such Electronic Item. Client may make deposits using the Services only to Accounts designated pursuant to this paragraph.

**2. Responsibilities of Client.**

A. Client shall truncate those one or more Original Checks that Client has received for payment or deposit and which Client has selected for truncation. Client shall create an electronic file ("Electronic File"), using the Application (as defined below), containing all such truncated Original Checks (collectively, called "Electronic Items") and shall transmit such Electronic File to Bank. The term "truncate" means to remove an Original Check from the forward

collection and payment process and send to a recipient, in lieu of such Original Check, electronic information relating to the Original Check (including data taken from the MICR line of the original check or an electronic image of the Original Check). The term "Original Check" means the first paper check issued with respect to a particular payment transaction.

B. Client represents, warrants and covenants that after truncation of an Original Check, Client or designated third party provider shall safeguard the Electronic Items and Original Checks (collectively "Items") identified in any Electronic File previously sent to Bank in order to assure that such Original Checks and Electronic Items (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Schedule related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity.

C. Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to Original Checks imaged in such Electronic File. Client shall retain and securely store all Original Checks truncated pursuant to this Schedule for a minimum period of time to be determined by Client in its own business judgment, after which time Client may destroy such Original Checks. Client agrees that such retention and destruction shall be carried out in a commercially reasonable manner. Client shall not maintain any copies of Electronic Files or Electronic Items. However, for accounting, auditing and other legal purposes, Client may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment. Client agrees that it shall be liable for any damages, losses or other liability resulting from the retention and destruction of Original Checks, Electronic Files or Electronic Items.

D. Client shall not at any time truncate and shall not create an Electronic File under this Schedule for (i) any foreign checks, drafts or other items drawn on any financial institution that is not located in any State (as defined in Regulation CC) in the U.S.A. (including certain designated US Territories that are included as States), (ii) any Substitute Check created by Bank or any other person or other entity except as provided for

redeposit of a returned check or returned Electronic Item in Paragraph 4. A. below, (iii) U.S. savings bonds and (iv) other items that are not eligible for check image collection and presentment under applicable law.

E. Client agrees that for all purposes under this Agreement, the Documentation, any other agreements with Bank relating to the Account, and the application of applicable law to the Service, an Electronic Item shall be deemed to be a "check" and/or an "item" as such terms are used and defined in the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC and Regulation J of the Federal Reserve Board and other applicable check law and rules to the same extent that the Original Check is a check and/or an item.

F. Client shall comply with such limits on Electronic Items or Electronic Files or other limitations on the Account(s) as are established by Bank from time to time, and shall establish procedures to assure compliance with such limits on an ongoing basis.

G. Client shall promptly provide to Bank such information as is reasonably requested by Bank relating to the Services including, without limitation, information regarding (1) the Account, (2) any Electronic Files or Items, (3) Client's physical location(s) and security, (4) check storage practices, (5) controls over use of the Services and related equipment, (6) transportation of data between Client sites or to third party sites and offsite storage utilized by Client at any time, (7) Client's procedures and policies for use of the Services by Client's employees, agents or third parties, including separation of duties, (8) Client's business continuity program, (9) Client's anti-money laundering program, (10) Client's data security program, and (11) any other information required by Bank to monitor Client's use of the Services.

H. Client shall have a plan for depositing its items at Bank in the event the Services are unavailable for any reason and shall provide Bank with a copy of such plan upon request.

I. Client will provide Bank with sixty (60) days prior written notice of a change in control of Client.

J. Client agrees that if Bank identifies an Electronic Item or Electronic File submitted by Client as an Electronic Item or Electronic File that has been previously transmitted to Bank ("duplicate presentment"), Bank will immediately charge the Electronic Item or Electronic File back to Client's Account or other account of Client, without accepting the Electronic Item or Electronic File for deposit. Client further agrees that if Bank accepts an Electronic Item or Electronic File for deposit and thereafter determines that the Electronic Item or Electronic File was a duplicate presentment, Bank may chargeback such Electronic Item or Electronic File at any time after acceptance. The provisions of this paragraph do not affect the warranty made by Client in paragraph 4. B. (ii) regarding duplicate presentment and Client's liability under

this Agreement for breach of such warranty.

### 3. Services; License; Responsibilities of Bank.

A. Bank grants to Client a non-exclusive, non-transferable limited right and license in the Application and any related software for Client's internal business use in accordance with the Documentation. "Application" means the Key Capture product and related software for the creation and transmission of Electronic Files. "Documentation" means all materials, whether supplied in printed form or on magnetic tape or other media, that explain or facilitate the use of the Application and related software, without limitation, user manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals and modification manuals.

B. Bank shall accept for deposit at Bank's designated location all Electronic Files containing Electronic Items transmitted by Client using the Application, which are acceptable to Bank in its sole discretion or otherwise qualify based on criteria selected by Bank from time to time, subject to the terms of this Schedule and shall process such Electronic Items, either as electronic image exchange items or as Substitute Checks, for forward collection and presentment for payment by the paying bank, subject to applicable laws and regulations and clearinghouse rules. Client agrees that an Electronic File will not be deemed received by Bank until Client has received an electronic deposit receipt from Bank. Client agrees to print such receipt for its records.

C. Electronic Items accepted by Bank before Bank's cut-off time and availability schedule in effect for Electronic Items, as established or modified by Bank from time to time, shall be posted to Client's Account for settlement that banking day. Bank will make a deposit to the Account available for withdrawal in accordance with Bank's availability schedule. With respect to any return of an Electronic Item or warranty claim from another person relating to an Electronic Item, or if Bank fails to receive final settlement for an Electronic Item for whatever reason, Bank may charge back the amount of the returned Electronic Item or warranty claim to the Account.

D. Bank may in its sole discretion repair an Electronic Item, or the related MICR line information, prior to processing and collecting the Electronic Item. In the event that Bank detects an error in the Electronic Items or Electronic File delivered by Client and Bank determines not to process such Electronic Items or Electronic File, Bank will promptly notify Client. Client will thereafter transmit to Bank a corrected Electronic Item, or destroy the applicable Electronic Item and deposit the related Original Check for check processing to any account of Client. Client agrees that it is solely responsible for any loss in the event that an Electronic

Item or Electronic File cannot be processed for any reason and the Original Check is unavailable for collection.

**4. Client Warranties, Covenants.** Client makes the following representations, warranties and covenants as of the date of this Schedule and upon each delivery of an Electronic File to Bank:

A. Any Electronic File shall not include an electronic representation of a "substitute check" as defined in Part D of the FRB Regulation CC, except in connection with Client's redeposit of a returned check, or a returned Electronic Item. The term "Substitute Check" means: a paper reproduction of an Original Check that (1) contains an image of the front and back of the original check; (2) bears a MICR line containing all the information appearing on the MICR line of the Original Check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; (3) conforms in paper stock, dimension, and otherwise with generally applicable industry standards for substitute checks; and (4) is suitable for automated processing in the same manner as the Original Check.

B. With respect to each Electronic Item in any Electronic File delivered to Bank:

(i) The Electronic Item accurately represents all of the information on the front and back of the Original Check as of the time that the Original Check was truncated, including without limitation the payment instructions of the drawer such as the amount of the check, the payee, and the drawer's signature, information identifying the drawer and the paying bank, and the MICR line of the Original Check, except for any changes required or permitted by Part 229, Subpart D of the FRB Regulation CC for Substitute Checks, and meets the technical requirements for sending Electronic Items to any Federal Reserve Bank ("FRB") or collecting bank as set forth in the applicable FRB operating circular or clearing house rule. The term "magnetic ink character recognition line" and "MICR line" mean the numbers, which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of an Original Check in magnetic ink.

(ii) No party will receive a transfer, presentment, or return of, or otherwise be charged for, the Electronic Item, the Original Check, or a paper or electronic representation of the Electronic Item such that the party will be asked to make payment based on an Electronic Item, Original Check or Substitute Check it already has paid.

C. The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the Original Check, a Substitute Check, or another paper or electronic representation of such Original Check or Substitute Check) for transfer, forward collection or return. Client shall indorse each Original Check prior to truncation in accordance with this Agreement and applicable law. Client shall be responsible to Bank for all losses that arise from the failure of Client to endorse an

Original Check or an Electronic Item. Client authorizes Bank as its agent and service provider to place the endorsement of Client on each Electronic Item or Original Item. Client acknowledges and agrees that Bank is acting as a collecting bank with respect to the Electronic Items or Original Checks that are delivered to it by Client.

D. Client is a person entitled to enforce the Original Check or is authorized to obtain payment of the Original Check on behalf of a person who is either entitled to enforce the Original Check or authorized to obtain payment on behalf of a person entitled to enforce the Original Check.

E. Bank will not sustain a loss due to Client's submission of Electronic Files.

F. All information provided by Client hereunder is accurate and true.

G. Client has complied with all applicable laws, regulations and rules in using the Service.

H. Electronic Files submitted do not contain viruses.

I. Client will use the Services, including, without limitation, the Application and related software, in accordance with the Documentation.

J. Client makes the same warranties and representations to Bank that Bank makes under applicable law to any bank or other person in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items.

K. Client has the processes in place to comply with limits imposed by Bank on the Services, the terms of this Schedule and applicable law.

L. Client has processes in place to effectively back up Client information related to the Services, to test Client's processes, hardware and software used in conjunction with the Services, and to make deposits at Bank if the Services are unavailable.

M. Client is and will continue to be in compliance with the terms of any other agreement with Bank for services or credit facilities, and is not in default of any term or condition thereof.

**5. Indemnity; Liability.** Client shall indemnify Bank and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation) proximately caused by or arising from (i) a breach of any warranty or covenant by Client under this Schedule; (ii) the acceptance and/or presentment by Bank of Electronic

Items (or Substitute Checks created from Electronic Items) for forward collection and payment in accordance with any Electronic File, which Bank reasonably believes was sent by or on behalf of Client; (iii) any representation, warranty or indemnity made by Bank to another bank or person under applicable law in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items; or (iv) the use of the Application by Client. Certain of the Services or functionality of the Services may be provided by Bank through the internet. Bank recommends that Client have appropriate security measures for internet use, including a proxy server and/or firewalls to control and protect internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use any Service via the internet or inability to communicate with Bank via the internet or any website resulting from a problem with an internet service provider or online service provider, failure of Client's systems or otherwise, (ii) unknown hazards of internet use, including, without limitation, interception of any information relating to Client or its transactions, or any application errors in or security breaches of any internet browser, or (iii) any data that is lost or destroyed in connection with the use of the internet.

#### **6. Security Procedures.**

A. When an Electronic File is transmitted to Bank, its authenticity will be confirmed by Client prior to transmission pursuant to the security procedure mutually agreed upon by Client and Bank. Client agrees that the security procedures selected are commercially reasonable for Client and waives any objection that they are not. Each Electronic file transmitted to and accepted by Bank shall be binding upon Client.

B. Client shall at all times maintain sufficient safeguards and security procedures to prevent unauthorized or fraudulent Set-Up Instructions and fraudulent or unauthorized Electronic Files or Electronic Items. Client shall establish procedures that ensure deposits are made only by those persons authorized to do so. Bank is under no obligation to verify the authenticity of any Set-Up Instruction, Electronic File or Electronic Items, received by Bank in the normal course and manner of dealing between the parties. Client shall also maintain adequate safeguards for use of and storage of the software and Application.

C. Security or operational procedures for the detection of Client errors in creating any Electronic Item or Electronic File are not provided by Bank and in no event shall Bank be liable for Client errors.

**7. Pricing.** For the Services, Client shall pay fees and charges mutually agreed upon by the parties hereto. Payment shall be processed by Bank as part of the period account analysis performed by Bank with respect to the Accounts. Such fees and charges may be increased by Bank upon notice to Client.

**8. Audit / Site Visit.** Client agrees that Bank shall have the right to audit Client's processes, controls and operations and also shall have the right to conduct site visits of Client's location at Bank's discretion upon prior notice of not less than forty-eight (48) hours. Client agrees that at the request of Bank, Client shall perform self-assessments in form and scope as required by Bank. Client acknowledges and agrees that Bank has the right to mandate internal controls relating to the Service and Client shall promptly implement such internal controls when mandated.

**9. Scanners.** Client may use one or more scanners compatible with Bank's systems as specified by Bank from time to time ("Scanners"). Scanners are not provided by Bank and shall be acquired by Client in connection with Services hereunder. Client is solely responsible for installing and connecting the Scanners in accordance with instructions provided by Bank, if any. Client shall use the Scanners only at Client's location. Client shall not move the Scanners location outside of the United States or Canada. Client acknowledges and agrees that any attempt to use the Services outside of the United State and Canada will be automatically declined. Bank is not responsible in any manner for repair or replacement of the Scanners or for any deficiency caused in whole or in part by inaccurate or deficient data, images, Scanners or other program or technology provided or created by any party other than Bank, including without limitation, any failure or consequence of a failure of the Scanners to function as purported by a vendor, or any loss, theft, damage, misuse or destructions of the Scanners. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SCANNER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**10. Client's Internal Controls.** Client will (i) manage and administer the security of all use of the Service; (ii) designate employees of Client authorized to access and use the Scanners to prevent misuse of the Scanners or fraud; (iii) create user profiles, (iv) enable or disable user identification, (v) enable, disable, or distribute access mechanisms, and security procedures and (vi) complete, execute, and modify any forms or Service-related documentation deemed necessary by Bank. Bank may rely on all designations made by Client until such time as Bank receives notice that such designations have been changed. Client agrees to establish and maintain effective control procedures and policies for Client's use of the Service for the prevention of fraud, including, without limitation, fraud involving the theft and re-deposit or duplicate deposit of Items. Client shall notify Bank immediately of any misuse of the Service, breach of security procedures or fraud in use of the Service. Client shall integrate Client's use of the Service and the Scanners into Client's security program, including, without limitation, information security and

physical security programs, as well as Client’s disaster recovery or business continuation procedures. Client acknowledges that in the event the Service is unavailable for any reason, Client may make deposits into its Account at a physical location of Bank.

**11. Termination.** This Schedule shall continue in effect until terminated by Client upon ten (10) days prior written notice; Bank may terminate this Schedule at any time. In the event of any termination, all fees incurred under this Schedule shall become immediately due and payable, and all Documentation and other materials related to the Application shall be returned to Bank by Client.

**12. Survival of Obligations.** Sections 2.B., 2.C., 2.E., 2.G., 2.J., 3.C., 4, 5, and 10 shall survive any expiration or earlier termination of this Schedule and, thereafter, remain in full force and effect.

**13. Multiple Signatures.** This Schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same written agreement. This Schedule was signed in the United States.

**14. Use of Third Parties.** If Client enters into an agreement with a third party to act as an agent or broker on behalf of Client or otherwise to provide services to Client which services include the authorization by Client for the third party to use the Key Capture Services to truncate and electronically present items to Bank for deposit into Client’s Account on behalf of Client or otherwise to be involved in the Services (“Third Party”), Client agrees to execute or cause to be executed such agreements or other documents relating to Client’s use of the Third Party as are required by Bank from time to time.

**15. Execution.** Client and Bank acknowledge and agree that the execution of the Master Agreement and this Schedule was completed in the United States of America.

**Client:**

By: \_\_\_\_\_  
 Signature Date

Title: \_\_\_\_\_  
**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
 Signature Date

Title: \_\_\_\_\_



**ADDENDUM**

Council and the Central Linn Recreation Association approve the following contract additions:

1. Council agrees to extend janitorial services to the Rec Center starting December 1<sup>st</sup>, 2022 to November 30<sup>th</sup>, 2023.
2. Janitorial service includes cleaning bathrooms, moping the gymnasium floor, moping the stage & bleachers and taking out the trash out.
3. Janitorial service will be provided weekly September through April and every other week March through August.
4. The Central Linn Recreation Association agrees to pay \$2,400 for the janitorial service.
5. The City agrees to provide two mats, mop service and professional restroom cleaning monthly from December 1<sup>st</sup>, 2022 to November 30<sup>th</sup>, 2023. The City will cover the associated costs of these services.
6. Both parties will review the addendum in October 2023.

**CITY:** CITY OF BROWNSVILLE

**OPERATOR:** BROWNSVILLE RECREATION CENTER, INC.

Don Ware  
Mayor

Katy Kallai  
CLRA President

**Date:**

**Date:**

S. Scott McDowell  
City Administrator

**Date:**



## **Cross Connection Program**

### ***Background***

Public Works Superintendent Karl Frink and I have been reviewing the City's Backflow Testing Program with Council at the last several meetings. Closely related to this program is the City's Cross Connection Program. Both of these programs are mandated programs that were handed down by the United States Environmental Protection Agency in the early 1970's as part of the Safe Drinking Water Act. The State of Oregon, Oregon Health Authority (OHA), requires all public water systems to implement these two programs for the protection of community water systems.

### ***What is a Cross-Connection?***

A cross connection is a permanent or temporary connection between potable drinking water and anything which can pollute or contaminate the water supply. For example, without backflow protection, attaching a fertilizer sprayer to a garden hose or even placing your hose in a soap bucket for car washing can create a cross connection and possible health hazards.

### ***What is Backflow?***

Backflow is the undesirable reversal of flow of non-potable water or other substances through a cross connection and into the piping of a public water system or consumer's potable water system. This reversal of flow or "backflow" can allow contaminated water to flow backward, drawing a contaminant into the water supply. There are two types of backflow, 1) backpressure backflow, and 2) back-siphonage backflow.

### ***Brownsville***

Public Works Superintendent Karl Frink holds certifications and licenses from the State of Oregon to ensure the City is in compliance with these programs and actively oversees all connections and uses of the City's water distribution system. The City appreciates sincere calls to report illegal activities or leaks about the City's infrastructure system. Several times throughout the year, however, the City receives complaints about trucks taking water from a City hydrant.

Complainants charge the City with accusatory overtones looking for some kind of "gotcha" moment. These calls cause a certain amount of consternation because word travels around town very quickly. So, to ensure that Council and Staff are on the same page please rest assured that Frink has already inspected the water carrying vessels to ensure the proper water gap measures/safety measures are in place prior to being allowed to draw water from the City's water distribution system. Typically, bulk water sales are done from one or two specific hydrants in the City. The City has a special water meter on the hydrant.

Bulk water customers set up and account with Administrative Assistant Jannea Deaver and Public Works Superintendent Frink inspects their vehicle to ensure they are in compliance with the regulations and requirements. Typically, customers are the same two or three organizations. However, as long as a customer can meet the vehicle inspection requirements, they can receive bulk water. All bulk water customers are billed accordingly except for Linn County Road Department.

Below is a brief explanation from the State's website:

The Cross Connection Program assists water suppliers and water users and certifies individuals that protect public water supplies from backflow hazards. The program focuses resources on the areas of highest public health benefit and promotes voluntary compliance with drinking water standards. It emphasizes prevention of contamination through source protection, technical assistance to water systems, and training of water testers and specialists.

**Source:**

<https://www.oregon.gov/oha/ph/healthyenvironments/drinkingwater/crossconnection/pages/index.aspx>

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**S. Scott McDowell**

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**From:** Oregon RAIN <caroline@oregonrain.org>  
**Sent:** Monday, November 14, 2022 1:49 PM  
**To:** Scott  
**Subject:** RAIN Seeking Venture Fund Partner

[View this email in your browser](#)



Hello Scott,

I am thrilled to announce that RAIN has been [selected by the U.S. Economic Development Administration \(EDA\)](#) to implement a \$1.5 million project to elevate and invest in scalable technology startups, led primarily by Pacific Northwest women and BIPOC founders.

**RAIN is now actively seeking a 3-year strategic partnership with a Pacific Northwest-based venture fund through an open [request for proposals](#)**

**(RFP). Through this grant, RAIN will pass-through \$450,000 to the selected venture fund to help them run the fund.** The ideal applicant will be well-established, a portfolio with successful exits, connected within the region's ecosystem, have an investment thesis that prioritizes inclusivity, a fund management team that includes women and BIPOC members, and a demonstrated ability to achieve the project goals.

**Project Goals:**

- Raise a \$20M fund (by December 2023), where the majority of the investments will be made in pre-seed and seed-stage scalable tech companies in Oregon and Washington that are led by women or BIPOC founders.
- Accelerate inclusive/regional entrepreneurial ecosystems and innovation economies, with a focus on getting women BIPOC-led Pacific Northwest technology startups fund-ready.
- Accelerate more diverse scalable tech companies to investability and increase their odds of success.

**Key Dates:**

- RFP Closes: December 2, 2022
- Project Dates: January 2023 – October 2025

[Learn More and Download RFP](#)

**S. Scott McDowell**

**From:** Oregon Department of Transportation <odot@service.govdelivery.com>  
**Sent:** Tuesday, November 15, 2022 2:41 PM  
**To:** admin@ci.brownsville.or.us  
**Subject:** We're updating the Oregon Transportation Plan: Learn more, provide feedback

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



Oregon Department  
of Transportation

## News Release

# 25-year plan guides investments and policy for Oregon's transportation system



*Andre Lightsey-Walker shares what transportation means to him.*

Nov. 15, 2022

For more information, [Shelley M. Snow](#), ODOT Communications, 503-881-5362

SALEM – Why should you care about the “Oregon Transportation Plan?” Well, now you can figure that out with [a video series](#) and [online tool](#) aimed at helping everyone learn more about this influential guiding document. The Oregon Transportation Plan, or OTP, sets the state's transportation policies and investment priorities for the next 20 to 25 years. It lets ODOT and other decision makers know what's important to you, shaping the state's transportation system through the year 2050. We're updating the plan now, so get the latest [on the website](#).

**Take the quiz!**

You are invited to visit the [online tool](#) to review the plan's goals, test your knowledge on the plan, and experience how different investments can impact you and others around the state in unique ways. ODOT will incorporate feedback from the online tool in the plan's development. As the plan makes progress, there will be more opportunities for public feedback. The plan is scheduled to be finalized by mid-2023.

### **Help decide what's important**

ODOT has also launched a [collection of videos](#) that features diverse voices across the state to show how transportation plays a critical role in many people's lives. The videos highlight their lived experiences with transportation in cities and towns throughout Oregon and show firsthand why it's important to plan for Oregon's transportation future.

Note - we want to hear all points of view, so [the online tool](#) translates easily into other languages. Please help us spread the word.

### **Why should you get involved?**

Oregon's transportation system provides access to jobs, healthcare, childcare, food, housing, recreation, and leisure activities, and it plays a critical role in a healthy economy. Updates to the OTP will result in a plan that can adapt to ever-changing variables such as climate change, social equity, population growth, new technologies and more. Need help participating? Call 503-986-3531 or statewide relay at 7-1-1. Let your voice be heard!

##ODOT##

Oregon Department of Transportation  
355 Capitol Street NE, MS 11  
Salem, OR , 97301-3871 USA



## S. Scott McDowell

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**From:** Paul, Alex <APaul@co.linn.or.us>  
**Sent:** Tuesday, October 25, 2022 2:01 PM  
**Subject:** Linn County Board of Commissioners  
**Attachments:** Kris Barnes.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Photo information

New Linn County Fair & Expo Center Director Kris Barnes presented his first monthly report to Commissioners Roger Nyquist, Sherrie Sprenger and Will Tucker Tuesday morning. Barnes spent several years as the Expo Center's facilities manager and succeeds Randy Porter, who recently retired after 24 years with the county.

## Commissioners seek help with FEMA BiOP issues

ALBANY — Linn County Commissioners Roger Nyquist, Sherrie Sprenger and Will Tucker are asking for help from House and Senate officials to delay implementation of the National Oceanic and Atmospheric Administration — National Marine Fisheries Service Biological Opinion that will affect the National Flood Insurance Program.

Tuesday morning the commissioners signed a letter to Senators Jeff Merkley and Ron Wyden and Representatives Cliff Bentz, Suzanne Bonamici, Kurt Schrader, Earl Blumenauer and Peter DeFazio.

“Implementation of this BiOp has hung like a cloud over the head of Oregon communities for six years with counties and property owners unsure of what rules apply to their communities and of the potential consequences of proceeding with projects now that FEMA and NMFS may deem violations later,” Commissioner Tucker said in drafting the letter. “Farmers in particular are concerned that implementation of the restrictions set forth in the BiOp will be the final nail in the coffin of their viability.”

The commissioners note that over the last six years, FEMA and NMFS have “rolled out three different implementation plans — none of which address the fundamental errors and deficiencies in the BiOp’s analysis and conclusions.”

Those errors/deficiencies include the BiOp’s “failure to consider existing regulations and programs in Oregon that address and/or mitigate many of the concerns laid out in the BiOp.”

The letter also notes that FEMA:

- Has not adequately engaged local governments in the discussion of development of these new rules.
- Has not considered how local governments are already acting to protect endangered species and their habitats.
- Has proposed a “one size fits all” top-down mandates about how local governments must require ESA compliance.
- Will not allow credit for existing regulatory floodplain programs and habitat restoration projects.

The consequences of not fulfilling FEMA/NMFS rules could lead to families being suspended from the National Flood Insurance Program and the possibility of counties not being eligible for federal disaster relief funding.

The letter also notes that Rep. DeFazio has championed this cause, but “we need additional support” and “this is a unique circumstance which warrants a unique approach.”

In other business, the commissioners:

- Learned from Juvenile Director Torri Lynn that referrals from area schools have begun to tick up, there were 52 referrals in September. There are 171 youth in the Probation Unit, either on probation or pending court hearings, with 42 of those assessed as high-risk. 77 young people are in the Community Programs Unit and 82 are working with the Intervention Specialist. 86 have not been involved with law enforcement.
- Had their first report from new Linn County Fair & Expo Center Director Kris Barnes, who succeeds Randy Porter, who recently retired. Barnes has been the Expo Center’s facilities director for several years. He said event bookings are returning, although some events such as horse shows, are smaller. He hopes to fill in open dates by increasing activities such use by area equestrian teams. Staffing remains tight and he will need to find a replacement for his job.
- Approved a wrecking yard license for G and R Wreckers.
- Held an Executive Session to discuss a property issue and possible litigation. No actions were taken on either subject after the meeting returned to regular session.

**Media contact:** Alex Paul, Linn County Communications Officer, 541-967-3825 or email [apaul@co.linn.or.us](mailto:apaul@co.linn.or.us).

**S. Scott McDowell**

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**From:** Angela Speier  
**Sent:** Monday, November 7, 2022 10:05 AM  
**To:** Angela Speier  
**Subject:** Partnership Needed to Solve Statewide Homelessness Emergency

Good afternoon,

On Tuesday, October 18 I sent you an email asking if you would like to partner with the LOC and the Oregon Mayors Association (OMA) in support of two separate, yet parallel, budget proposals during the 2023 Legislative Session: (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.

OMA is proposing 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.

- 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.

In addition to the direct allocations, the 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.

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.

If your city is interested in supporting this proposal, please let me know and provide me with a list of any capital project funding your city needs to address or prevent homelessness. We are compiling a list of all capital project needs to submit as part of one comprehensive funding package. Some cities have submitted things like “\$250,000 for portable showers/toilets” or “\$2.5 million to build a navigation center.”

We know this will likely require city council approval, but we would greatly appreciate a response by November 23, 2022.

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](http://www.orcities.org)





# Oregon

Kate Brown, Governor

Department of Land Conservation and Development

Director's Office

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

[www.oregon.gov/LCD](http://www.oregon.gov/LCD)



September 19, 2022

TO: Metropolitan Area Local Governments

FROM: Brenda Ortigoza Bateman, Ph.D., Director *BOB*

SUBJECT: ORS 197.646 notice on Climate-Friendly and Equitable Communities Rulemaking

Oregon Revised Statute (ORS) 197.646(2)(a) requires the Department of Land Conservation and Development to:

notify local governments when a new requirement in ... rules implementing the statutes or the goals requires changes to an acknowledged comprehensive plan, an acknowledged regional framework plan or land use regulations implementing either plan.

This memorandum serves as the required notice for the Climate-Friendly and Equitable Communities rulemaking adopted by the Land Conservation and Development Commission on July 21, 2022. The commission adopted amendments to administrative rules for Greenhouse Gas Reduction (OAR chapter 660, division 44), Housing (OAR chapter 660, division 8), and Transportation (OAR chapter 660, division 12). The amendments are intended to increase housing and transportation choices to cut climate pollution. They apply in Oregon's eight metropolitan areas, which include urban areas in the Portland Metro, Salem/Keizer, Albany, Corvallis, Bend, Eugene/Springfield, Middle Rogue (Grants Pass), and Rogue Valley (Central Point/Medford/Ashland) metropolitan planning areas. The amendments were published by the Oregon Secretary of State's Office on August 17, 2022; and became effective on that date. You are receiving this notice as a staff member for a local government subject to the amended rules.

We are dedicated to partnering with you to help implement these rules.

The amended rules may be viewed at the Secretary of State's website for Oregon Administrative Rules at this location:

[State of Oregon: State Archives - Oregon Administrative Rules \(OARs\).](#)



Additionally, the Department of Land Conservation and Development has developed the following web page with implementation resources and information:

<https://www.oregon.gov/lcd/CL/Pages/CFEC.aspx>

Other useful information may be found at the following links:

General information about the Climate-Friendly and Equitable Communities Rulemaking:

<https://www.oregon.gov/lcd/LAR/Pages/CFEC.aspx>

Summary of Rule Amendments from the July 21, 2022, Land Conservation and Development Commission packet:

[https://www.oregon.gov/lcd/Commission/Documents/2022-07\\_Item-3\\_CFEC\\_Attachment-C\\_Summary-of-Proposed-Amendments.pdf](https://www.oregon.gov/lcd/Commission/Documents/2022-07_Item-3_CFEC_Attachment-C_Summary-of-Proposed-Amendments.pdf)

For your convenience, we have attached a copy of our [implementation guide](#), which identifies the local governments within each of the eight regions and which requirements apply to each local government. If you have any questions about how the rules will apply for your jurisdiction, please contact department staff at the email address below:

[DLCD.CFEC@dlcd.oregon.gov](mailto:DLCD.CFEC@dlcd.oregon.gov)

Alternatively, feel free to reach out to team members individually if you have questions about implementation of specific sections of the rules.

**Transportation Planning Rules; except for parking, electric vehicle charging, and climate friendly areas (OAR 660-012)**

Bill Holmstrom, Land Use and Transportation Planning Coordinator, 971-375-5975, or [bill.holmstrom@dlcd.oregon.gov](mailto:bill.holmstrom@dlcd.oregon.gov)

**Greenhouse Gas Reduction Targets (OAR 660-044)**

Cody Meyer, Land Use and Transportation Planner, 971-239-9475, or [cody.meyer@dlcd.oregon.gov](mailto:cody.meyer@dlcd.oregon.gov)

Notice of Adopted Rules – Climate-Friendly and Equitable Communities  
September 19, 2022  
Page 3 of 3

**Parking Reform and Electric Vehicle Charging (OAR 660-012-0400 through 660-012-0450)**

Evan Manvel, Climate Mitigation Planner, 971-375-5979, or  
[evan.manvel@dlcd.oregon.gov](mailto:evan.manvel@dlcd.oregon.gov)

**Climate Friendly Areas, Land Use Requirements, and Housing (OAR 660-012-0310 through 660-012-0330 and OAR 660-008)**

Kevin Young, Senior Urban Planner, 503-602-0238, or [kevin.young@dlcd.oregon.gov](mailto:kevin.young@dlcd.oregon.gov)

Thank you!

Attachment: [Climate-Friendly and Equitable Communities Implementation Guide](#)



# 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	October	4	10	219.95
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
	<i>Subtotal</i>	281	216	3843.5
	<b>Total Average</b>	15.61 <i>Cites</i>	432.00 <i>Warnings</i>	213.53 <i>Hours</i>

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

## Goals Outcomes & Developments



*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 28<sup>th</sup>, 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

**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.

**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

**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 10<sup>th</sup> through the 16<sup>th</sup> for the 2023 Rally. Staff has explained that the Rec Center will be

## Goals Outcomes & Developments



under renovation and unable to be used for showers. Long is making other arrangements for this necessary amenity.

**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.

**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 16<sup>th</sup>, 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.

## Goals Outcomes & Developments



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6

### Goal 6 | Organizational Development

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

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### 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.

# LCSO Quarterly | 2023



## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**All meetings will be held at 2:00 p.m. in Millersburg unless other arrangements are made.**

**S. Scott McDowell**

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**From:** Population Research Center - PSU <askprc@pdx.edu>  
**Sent:** Wednesday, November 16, 2022 2:00 PM  
**To:** admin@ci.brownsville.or.us  
**Subject:** Proposed amendment to Population Forecast Program



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## Proposed Revision to PSU Standard

**What is this?** The Population Research Center is proposing a rules update for the Oregon Population Forecast Program (OPFP) that would allow jurisdictions the option of updating their population forecast to reflect the results of the 2020 Census, which was published more recently than their latest forecast.

**Who is affected?** Cities in UGBs in Regions 2,3,4 are affected. Region 1 was last forecast in 2022, and reflects the updated 2020 Census population baseline. While the option to add a 2020 Census adjustment will be added, cities will still have the option of working from their latest forecast, without using the new optional adjustment.

**How can I review and offer feedback?** We have developed a template that is based on the current interpolation template with added functionality to adjust for differences between the most recent forecast and the 2020 Census. Interested parties should read the notice, download the template, review, and offer feedback by email or in writing. Feedback must be received by midnight on November 29, 2022. The changes will become effective December 1, 2022.

Find out more at our [website](#) and download the Proposed Rule Change and Interpolation Template

[Download Notice of Amendment](#)

Portland State University, Population Research Center  
PO Box 751 Mail Code PRC, Portland OR 97207

(503) 725-3922 askprc@pdx.edu



## MONTH END FINANCIAL RECAP

	OCTOBER 2022		YTD	%	Unexpended	
	REVENUE	EXPENDITURES				
1 GENERAL	\$ 15,563.81	\$ 65,373.65	\$ 333,144.15	8.62%	\$ 3,529,511.85	1
2 WATER	\$ 53,148.80	\$ 26,816.88	\$ 150,543.21	15.30%	\$ 833,591.79	2
3 SEWER	\$ 40,815.94	\$ 22,203.47	\$ 104,843.80	12.72%	\$ 719,287.20	3
4 STREETS	\$ 18,013.05	\$ 16,816.08	\$ 70,529.37	19.06%	\$ 299,520.63	4
5 WATER BOND	\$ 301.05	\$ -	\$ 32,849.59	30.44%	\$ 75,050.41	5
6 SEWER BOND	\$ 748.87	\$ -	\$ 199,100.33	57.38%	\$ 147,899.67	6
7 SEWER DEBT FEE	\$ 12,551.15	\$ -	\$ 51,244.11	14.77%	\$ -	7
8 BUILDING & EQUIPMENT	\$ 437.74	\$ -	\$ -	0.00%	\$ 222,300.00	8
9 WATER RESERVE	\$ 2,291.29	\$ -	\$ -	0.00%	\$ 150,760.00	9
10 HOUSING REHAB	\$ 436.96	\$ -	\$ -	0.00%	\$ 221,300.00	10
11 WATER SDC	\$ 110.53	\$ -	\$ -	0.00%	\$ 168,150.00	11
12 SEWER SDC	\$ 886.99	\$ -	\$ -	0.00%	\$ 606,400.00	12
13 STORMWATER SDC	\$ 229.85	\$ -	\$ -	0.00%	\$ 211,400.00	13
14 BIKEWAY/PATHS	\$ 238.08	\$ -	\$ -	0.00%	\$ 60,200.00	14
15 LIBRARY TRUST	\$ 15.07	\$ -	\$ -	0.00%	\$ 7,630.00	15
16 CEMETERY	\$ 16.54	\$ -	\$ -	0.00%	\$ 8,226.00	16
17 TRANSIENT ROOM TX	\$ 3.66	\$ -	\$ -	100.00%	\$ 2,110.00	17
18 SEWER CONSTRUCTION	\$ -	\$ -	\$ -	0.00%	\$ -	18
19 LAND ACQUISITION	\$ -	\$ -	\$ -	0.00%	\$ 9,985.00	19
20 COMMUNITY PROJECTS	\$ 285.67	\$ -	\$ 5,000.00	3.67%	\$ 95,550.00	20
	<b>\$ 146,095.05</b>	<b>\$ 131,210.08</b>	<b>\$ 896,010.45</b>			

### Key Bank Account

<i>General Checking</i>	\$ 273,858.14
<b>Oregon State Treasury</b>	\$ 5,777,394.47
<i>Community Improvements</i>	\$ 169.18
<i>Project Escrow Holding</i>	\$ 10.46
<i>Project Holding Acct #2</i>	\$ 103,679.82
<b>TOTAL OST / LGIP</b>	<b>\$ 5,881,253.93</b>

### Annual Bond Payment

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

2022-2023	YTD	% of Total
Appropriated	\$ 8,265,883.00	10.84%

### Total Bonded Debt (Principal Only)

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

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

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