

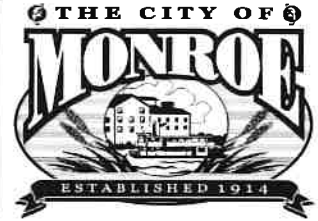
CITY COUNCIL NOTICE/AGENDA

Monday, October 25, 2021

MONROE CITY HALL MEETING ROOM

6PM

668 COMMERCIAL ST.



1. OPENING

1.1. Call to Order, Pledge of Allegiance and Roll Call

2. PUBLIC ITEMS and COMMENTS *(please limit your comments to less than 3 minutes)*

2.1. NOTE: The public comment period is designed to gain input from the public. Public comment is not intended to be a dialogue between the council, staff and any person making a comment. Any person who raises a question during public comment should rest assured that the City staff is making a note of your question and the council and staff will work together to identify the appropriate city official to follow up with you directly.

3. STAFF REPORTS, UPDATES, and PRESENTATIONS

3.1. Sheriff Jef Van Arsdall, Benton County Sheriff's Office Report

3.2. Steve Martinenko, City Administrator Report

4. CONSENT AGENDA: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda. A motion to accept the consent agenda is appropriate.

4.1. Approval of Bills, Financials and Minutes

5. NEW BUSINESS

5.1. Review and Amend Resolution 2021-08 on the Sale of City Surplus Property

5.2. A Recommendation by Finance Committee – COLA for City Staff (Councilor Ritch)

5.3. Corp of Engineers 1135 Public Presentation in (CA Martinenko)

5.4. Review lease with Benton County for property north of Library

5.5. South Benton Food Pantry Invitation for City Council Tour (Mayor Sheets)

5.6. A Recommendation to Update December Meeting Schedule (Mayor Sheets)

5.7. Upcoming Events

- 10/31 – Halloween Spooktacular at City Hall (Councilor Knott)
- November – Monroe Food Drive for South Benton Food Pantry (Mayor Sheets)
- 11/26-27 – Black Friday & Small Business Saturday Celebration (Mayor Sheets)
- 12/11 – Monroe Light Parade (Mayor Sheets)

6. OLD BUSINESS

- 6.1. Audit Update (CA Martinenko)
- 6.2. City Infrastructure Update (CA Martinenko)
- 6.3. Planning Commission Update (CA Martinenko)
- 6.4. Safe Routes to School Update (CA Martinenko)
- 6.5. Codification Process Update (CA Martinenko)
- 6.6. Garbage/Waste Services Franchise Agreement Update (CA Martinenko)
- 6.7. Surplus Equipment Update (CA Martinenko)
- 6.8. City social media including FB, Website, and City App (CA Martinenko)

7. OTHER BUSINESS

7.1. Committee Reports from Each Committee Chair:

- Budget Committee (Councilor Ritch)
- City Parks & Facilities Committee (Councilor Cuthbertson)
- Economic Development Committee (First Meeting - 10/28, Mayor Sheets)
 - o Beautification Subcommittee (Chair Davis)
 - o Community Engagement Subcommittee (Councilor Knott)
 - o Festival & Events Subcommittee (Mayor Sheets)
- Finance Committee (Councilor Ritch)
- Human Resources Committee (Councilor Lindner)
- Public Works Committee (Councilor Baker)

7.2. Councilors' Comments:

- Council President Cuthbertson
- Councilor Baker
- Councilor Knott
- Councilor Lindner
- Councilor Ritch
- Councilor Winther

7.3. Mayor's Comments:

- Watch for City Committee Meetings on the City's Website (ci.monroe.or.us)

8. ADJOURN

- 8.1. Next City Council Meeting is scheduled for Monday, Nov. 22, 2021 at 6 p.m.

ZOOM MEETING INFORMATION

Zoom Link: <https://zoom.us/join>
Meeting ID: 885 3772 5720

MONROE VILLAGE PATROL

September 20, 2021 - October 19, 2021

Benton County Sheriff's Office - Monroe Patrol Activity Log

| Date/Time | Call # | Total Time | Deputy | Shift | Con- tacts | Traffic | | Arrests | | Notes |
|------------------------|------------|------------|-----------|-------|---------------|---------|------|---------|------|---|
| | | | | | | Warn | Cite | Cite | Cust | |
| Patrol | | | | | | | | | | |
| 9/21/2021 02:47:02 PM | 2021173992 | 0:43:39 | Hesseling | day | 1 | | | | | patrolled city streets; 1 suspicious vehicle contact |
| 9/22/2021 09:53:28 AM | 2021174505 | 0:00:06 | Bottomff | day | | | | | | Deputy Young placed ODOT grant signs, letting people know they should slow down, not drink and drive, watch out for pedestrians. |
| 9/24/2021 12:02:55 PM | 2021176008 | 0:58:27 | Gevatosky | | | | | | | Responded to Monroe Middle School regarding a complaint about a car parked in front of a fire hydrant. The vehicle was gone on arrival. I stopped a Monroe resident for wearing her seat belt incorrectly. She had the shoulder portion behind her back, instead of in front of her. She was advised Oregon law requires her to wear the seat belt as designed. I gave her a warning and told her she would receive a citation if I catch her wearing incorrectly again. Worked speed enforcement on Orchard Street. The fastest speed was 28mph in a posted 25 mph. no stops made. |
| 9/24/2021 02:08:04 PM | 2021176084 | 3:51:41 | Miller | day | | | | 2 | | DROVE ROADS, STREETS, & CITY PARK. TWO ARRESTS - WARRANTS X2, TRESPASS II, POSS. BURG TOOLS, & PCS METHAMPHETAMINE (BCSO CASE #2021-02764). NFI. |
| 9/25/2021 01:30:20 PM | 2021176753 | 1:31:36 | Lovik | day | | | | | | no activity |
| 9/25/2021 09:44:02 PM | 2021177058 | 2:08:54 | Drongesen | grave | | | | | | no activity |
| 9/26/2021 10:35:41 AM | 2021177352 | 1:10:48 | Gordon | day | | | | | | 0 stops, 0 calls, patrol city streets/ park. |
| 9/26/2021 11:34:41 PM | 2021177779 | 1:03:49 | Vaughn | grave | | | | | | PATROLLED CITY STREETS, SCHOOLS, DYKE ROAD AND TERRITORIAL HWY. NO SPEED VIOLATIONS ON ORCHARD OBSERVED. |
| 9/27/2021 11:21:06 PM | 2021178399 | 1:09:21 | Blaser | grave | 1 | | | | | 1 citizen contact and dog deployment |
| 9/27/2021 11:26:01 PM | 2021178403 | 1:11:21 | Iverson | grave | 1 | 1 | | | | Contacted Crump walking from "Grandma's House" - known drug dealer. Dog deployment w/444 case #21-0279. 1 traffic stop-warning |
| 9/30/2021 05:54:18 PM | 2021180430 | 1:03:46 | Bressler | swing | 2 | 2 | | | | Gave 2 violation warnings and contacted 2 citizens. |
| 10/1/2021 09:53:41 PM | 2021181183 | 1:00:09 | Lochner | grave | | 2 | | | | patrolled Monroe and made 2 traffic stops. |
| 10/2/2021 01:11:40 PM | 2021181528 | 0:19:34 | Lovik | day | | | | | | no activity |
| 10/2/2021 02:21:06 PM | 2021181564 | 1:06:41 | Miller | day | | 1 | 1 | | | TWO TRAFFIC STOPS (1 WARNING & 1 CITATION - DWS VIOLATION). DROVE STREETS/ROADS/PARKS. NFI. |
| 10/3/2021 12:10:51 PM | 2021182273 | 2:09:51 | Bressler | day | | | 1 | | | One citation for seat belt. |
| 10/5/2021 11:35:03 PM | 2021184047 | 0:31:20 | Tominey | day | | | | | | no activity |
| 10/9/2021 12:17:58 PM | 2021186276 | 1:00:29 | Miller | day | | 1 | | | | CHECKED STREETS/ROADS/PARK. NO CRIMINAL ACTIVITY OBSERVED. 1 TRAFFIC STOP - 1 WARNING. NFI. |
| 10/10/2021 03:17:05 PM | 2021187008 | 0:46:49 | Gevatosky | day | 2 | | | | | Patrolled Neighborhoods and Businesses; Made 2 citizen contacts; checked on several suspicious vehicles; worked speed enforcement on orchard (no violations). |
| 10/11/2021 09:17:22 PM | 2021187804 | 1:09:06 | Vaughn | grave | | | | | | PATROLLED CITY STREETS AND NEW DEVELOPMENT OFF SOUTH 10TH ST. NO VIOLATIONS OBSERVED. |
| 10/11/2021 10:54:40 PM | 2021187848 | 1:27:22 | Moody | swing | | 3 | | | | 3 TRAFFIC STOPS/3 WARNINGS |
| 10/12/2021 12:35:26 PM | 2021188206 | 1:39:12 | Glass | day | | | | | | Patrolled city streets, city park and completed reports. |
| 10/12/2021 07:14:43 PM | 2021188485 | 1:29:40 | Fricke | swing | | | | | | no activity |
| 10/12/2021 07:43:50 PM | 2021188494 | 1:07:30 | Seirup | swing | | | | | | PATROLLED LOCAL STREETS, CHECKED SCHOOLS AND BUSINESSES. STATIONARY SPEED PATROL 5TH STREET. NO CONTACTS OR STOPS. |
| 10/12/2021 10:29:18 PM | 2021188554 | 0:15:02 | Tominey | swing | | | | | | no activity |
| 10/12/2021 11:18:28 PM | 2021188574 | 2:01:18 | Hardison | grave | | | | | | assisted 422/430 with traffic stop |
| 10/13/2021 09:17:03 AM | 2021188755 | 0:09:56 | Glass | day | | | | | | No activity. |
| 10/13/2021 12:46:43 PM | 2021188884 | 1:28:17 | Glass | day | | | 2 | | | 2 calls, parking violations- 2021188802 and 2021188778. 2021188920, Rosenberg and Coguric |
| 10/13/2021 11:26:05 PM | 2021189193 | 1:02:22 | Iverson | grave | | | | | | no activity |
| 10/14/2021 07:44:10 AM | 2021189295 | 0:58:48 | Gevatosky | day | | | | | | Worked speed enforcement in High School School Speed Zone during drop off. No violations observed. Patrolled Schools, Businesses, and Neighborhoods. No significant activity to report. |
| 10/14/2021 04:42:24 PM | 2021189628 | 0:59:09 | Bressler | day | 1 | 1 | | | | One vehicle stop for seat belt. One citizen contact. |

MONROE VILLAGE PATROL

September 20, 2021 - October 19, 2021

| | | | | | | | | | | |
|------------------------|------------|----------|-----------|-------|---|----|---|---|---|---|
| 10/15/2021 09:38:03 AM | 2021190031 | 5:43:36 | Gevatosky | day | 2 | 2 | | | | 1 Cite for speed/ 10th and Orchard Street VBR 38/ 25 mph Citation #211061. 1 Cite/ 5th & Kelly Street for Operating a Vehicle While Using and Mobile Communications Device/ Class C Violation. Traffic Stop made for no front plate. Driver was arrested for Criminal Driving While Suspended. Traffic Stop for no front plate (Warning). Traffic stop for expired registration (Warning). Toured Monroe Arts Association. Parked in the High School Speed Zone when school was released to slow traffic down and make sure drivers were stopping for children in the crosswalks. |
| 10/15/2021 01:22:12 PM | 2021190176 | 1:26:15 | Lovik | day | 1 | | | | | RUNNING TRAFFIC ON ORCHARD. ONE VIOLATION OBSERVED FOR SPEED. ISSUED WARNING. |
| 10/15/2021 05:41:32 PM | 2021190366 | 0:36:52 | Seirup | swing | 1 | 1 | | | | PATROLLED NEIGHBORHOODS AND BUSINESSES. TWO STOPS, ONE CITATION FOR DWS VIOLATION. |
| 10/15/2021 11:38:48 PM | 2021190561 | 2:24:38 | Lochner | grave | | | | | | While conducting Monroe extra patrol, I was dispatched to a fight off Bellfountain Road. |
| 10/16/2021 10:58:55 AM | 2021190764 | 2:42:34 | Miller | day | 1 | | | | | DROVE STREETS/ROADS/PARK. 1 TRAFFIC STOP - 1 WARNING (SPEED). WORKED ON REPORTS. NFI. |
| 10/17/2021 07:43:17 AM | 2021191312 | 4:19:43 | Gevatosky | day | 3 | | | | | 1 traffic stop for no front plate and defective brake light. (warning issued for both) Checked on a male sleeping in a older Nissan Pathfinder in Monroe City Park. He said he was okay. 1 traffic stop for expired registration (warning issued). Worked speed enforcement on Orchard Street at 7th Street. Highest speed was 28 mph. |
| 10/17/2021 10:26:45 PM | 2021191788 | 1:03:24 | Lochner | grave | | | | | | no activity |
| 10/19/2021 03:10:36 AM | 2021192592 | 1:06:52 | Iverson | grave | | | | | | no activity |
| Reports Taken | | | | | | | | | | |
| 9/20/2021 17:07 | 202102727 | | Lovik | day | | | | | 1 | MENTAL HOLD BY POLICE OFFICER-POH on Kelly St. Suicidal Subject taken to hospital. |
| 9/21/2021 16:32 | 202102736 | | Nowak | swing | | | | | | HIT AND RUN on 5th St at Dollar General. Civil compromise. |
| 9/22/2021 | 202102748 | | Seirup | swing | | | | | | CRIMINAL MISCHIEF 2 VANDALISM on Oak St. |
| 9/24/2021 14:44 | 202102764 | | Miller | day | | 2 | | | | POSS METH (MISD - 2 GRAMS OR MORE) on Depot St. Phillip Chapman and Cathy Estes arrested for Meth and warrants. |
| 9/26/2021 14:17 | 202102779 | | Gordon | day | | | | | | INFO-DISTURBANCE VERBAL ONLY on Commercial St. |
| 9/26/2021 15:51 | 202102780 | | Lovik | day | | | | | | WELFARE CHECK on Commercial St. |
| 9/26/2021 17:07 | 202102782 | | Boone | day | | | | | | INFO-DISTURBANCE VERBAL ONLY on Commercial St. |
| 9/27/2021 23:21 | 202102791 | | Blaser | swing | | | | | | DRUG K9 DEPLOYMENT on Commercial St. |
| 10/6/2021 10:17 | 202102874 | | Pratt | day | | 1 | | | | MIP MARIJUANA (AMISD) at the high school. Minor cited and released to parent. |
| 10/11/2021 16:40 | 202102927 | | Fricke | swing | | | | | | CRIMINAL MISCHIEF 2 on 8th St. Damage to fence. No suspects. |
| 10/13/2021 13:34 | 202102945 | | Glass | day | | | | | | SUSPICIOUS SUBJECT(S) on 9th/Orchard. |
| 10/15/2021 11:53 | 202102957 | | Gevatosky | day | | 1 | | | | DWS MIS on 7th/Main. Alexander Nykoma Pfliger-Youngbird cited and released. |
| 10/15/2021 15:54 | 202102977 | | Miller | day | | | | | | INFO-OTHER DOCUMENTATION on 5ht/Depot for a driving complaint. |
| 10/18/2021 | 202102991 | | Fricke | swing | | | | | | HIT AND RUN on Commercial St. |
| 9/20/2021 | 202140196 | | Horn | day | | | | | | DEPARTMENT OF HUMAN SERVICES (DHS) REFERRAL - NO ACTION on 8th St. |
| | | 54:59:57 | | | 8 | 20 | 7 | 6 | 1 | |

TREASURERS REPORT

Fund Totals

City Of Monroe

09/01/2021 To: 09/30/2021

Time: 15:09:12 Date: 10/21/2021
Page: 1

| Fund | Previous Balance | Revenue | Expenditures | Ending Balance | Claims Clearing | Payroll Clearing | Outstanding Deposits | Adjusted Ending Balance |
|--------------------------------------|------------------|------------|--------------|----------------|-----------------|------------------|----------------------|-------------------------|
| 100 General Administration Fund | 85,644.48 | 107,881.16 | 24,607.60 | 168,918.04 | 571.15 | 0.00 | -50.00 | 169,439.19 |
| 201 Public Works Fund | 247,348.05 | 14,724.07 | 67,990.47 | 194,081.65 | 56,546.94 | 0.00 | -512.97 | 250,115.62 |
| 300 Water Revenue Bond | 16,823.03 | 7.73 | 30,193.00 | -13,362.24 | 0.00 | 0.00 | 0.00 | -13,362.24 |
| 302 GOB Phase II | 4,597.84 | 640.22 | | 5,238.06 | 0.00 | 0.00 | 0.00 | 5,238.06 |
| 400 Equipment Reserve Fund | 51,645.90 | 23.74 | | 51,669.64 | 0.00 | 0.00 | 0.00 | 51,669.64 |
| 401 Building Reserve Fund | 41,408.45 | 19.04 | | 41,427.49 | 0.00 | 0.00 | 0.00 | 41,427.49 |
| 402 Park Reserve Fund | 11,031.92 | 5.07 | | 11,036.99 | 0.00 | 0.00 | 0.00 | 11,036.99 |
| 403 Water Reserve Fund | 20,158.59 | 9.68 | | 20,168.27 | 0.00 | 0.00 | 0.00 | 20,168.27 |
| 404 Sewer Reserve Fund | 100,425.86 | 46.17 | | 100,472.03 | 0.00 | 0.00 | 0.00 | 100,472.03 |
| 405 Capital Improvement Reserve Fund | 25,673.83 | 11.80 | | 25,685.63 | 0.00 | 0.00 | 0.00 | 25,685.63 |
| 507 Park System Development Fund | 36,934.83 | 13.13 | | 36,947.96 | 0.00 | 0.00 | 0.00 | 36,947.96 |
| 508 Sewer System Development Fund | 386,092.95 | 124.52 | | 386,217.47 | 0.00 | 0.00 | 0.00 | 386,217.47 |
| 509 Street System Development Fund | 74,521.03 | 29.16 | | 74,550.19 | 0.00 | 0.00 | 0.00 | 74,550.19 |
| 510 Storm System Development Fund | 76,027.41 | 26.69 | | 76,054.10 | 0.00 | 0.00 | 0.00 | 76,054.10 |
| 511 Water System Development Fund | 449,256.49 | 138.96 | | 449,395.45 | 0.00 | 0.00 | 0.00 | 449,395.45 |
| 601 Water Treatment Fund | 92,040.68 | 30,243.80 | 3,256.33 | 119,028.15 | 1,917.66 | 0.00 | -1,327.60 | 119,618.21 |
| 602 Library Fund | -4,457.14 | 15.23 | 383.33 | -4,825.24 | 89.78 | 0.00 | -70.94 | -4,806.40 |
| 603 Legion Hall Fund | -1,215.77 | 23.88 | 95.38 | -1,287.27 | 17.78 | 0.00 | -14.00 | -1,283.49 |
| 900 Customer Deposit Fund | 6,397.59 | 600.00 | 100.42 | 6,897.17 | 0.00 | 0.00 | 0.00 | 6,897.17 |
| | 1,720,356.02 | 154,584.05 | 126,626.53 | 1,748,313.54 | 59,143.31 | 0.00 | -1,975.51 | 1,805,481.34 |

TREASURERS REPORT

Account Totals

City Of Monroe

09/01/2021 To: 09/30/2021 Time: 15:09:12 Date: 10/21/2021 Page: 2

| Cash Accounts | Beg Balance | Deposits | Withdrawals | Ending | Outstanding Rec | Outstanding Exp | Adj Balance |
|-------------------------|--------------|------------|-------------|--------------|-----------------|-----------------|--------------|
| 1 Umpqua Bank | 268,992.20 | 44,835.33 | 126,526.11 | 187,301.42 | -973.42 | 59,143.31 | 245,471.31 |
| 4 Xpress Credit Cards | 706.94 | 14,545.06 | 15,252.00 | 0.00 | -557.05 | 0.00 | -557.05 |
| 5 Xpress EFTs | 404.22 | 10,276.66 | 10,404.64 | 276.24 | -276.24 | 0.00 | 0.00 |
| 6 Xpress Online Banking | 37,140.30 | 12,011.90 | 0.00 | 49,152.20 | -168.80 | 0.00 | 48,983.40 |
| Total Cash: | 307,243.66 | 81,668.95 | 152,182.75 | 236,729.86 | -1,975.51 | 59,143.31 | 293,897.66 |
| Investment Accounts | Beg Balance | Deposits | Withdrawals | Ending | Outstanding Rec | Outstanding Exp | Adj Balance |
| 2 LGIP | 1,412,890.02 | 98,471.32 | 0.00 | 1,511,361.34 | 0.00 | 0.00 | 1,511,361.34 |
| Total Investments: | 1,412,890.02 | 98,471.32 | 0.00 | 1,511,361.34 | 0.00 | 0.00 | 1,511,361.34 |
| | 1,720,133.68 | 180,140.27 | 152,182.75 | 1,748,091.20 | -1,975.51 | 59,143.31 | 1,805,259.00 |

TREASURERS REPORT

Fund Investments By Account

City Of Monroe

Time: 15:09:12 Date: 10/21/2021
Page: 3

09/01/2021 To: 09/30/2021

| Fund Totals: | Previous Balance | Purchases | Interest | Total Investments | Liquidated | Ending Balance |
|--|------------------|-----------|----------|-------------------|------------|----------------|
| 100 000 General Fund | 125,300.71 | 97,797.60 | 59.78 | 97,857.38 | | 223,158.09 |
| 201 000 Street Fund | 131,419.31 | | 62.70 | 62.70 | | 131,482.01 |
| 300 000 Water Revenue Bond | 16,211.63 | | 7.73 | 7.73 | | 16,219.36 |
| 302 000 GOB Phase II | 101,043.52 | | 48.21 | 48.21 | | 101,091.73 |
| 400 000 Equipment Reserve Fund | 49,768.93 | | 23.74 | 23.74 | | 49,792.67 |
| 401 000 Building Reserve Fund | 39,903.54 | | 19.04 | 19.04 | | 39,922.58 |
| 402 000 Park Reserve Fund | 10,630.99 | | 5.07 | 5.07 | | 10,636.06 |
| 403 000 Water Reserve Fund | 20,289.88 | | 9.68 | 9.68 | | 20,299.56 |
| 404 000 Sewer Reserve Fund | 96,776.09 | | 46.17 | 46.17 | | 96,822.26 |
| 405 000 Capital Improvement Reserve Fund | 24,740.78 | | 11.80 | 11.80 | | 24,752.58 |
| 507 000 Park System Development Fund | 27,528.71 | | 13.13 | 13.13 | | 27,541.84 |
| 508 000 Sewer System Development Fund | 261,000.80 | | 124.52 | 124.52 | | 261,125.32 |
| 509 000 Street System Development Fund | 61,111.35 | | 29.16 | 29.16 | | 61,140.51 |
| 510 000 Storm System Development Fund | 55,946.52 | | 26.69 | 26.69 | | 55,973.21 |
| 511 000 Water System Development Fund | 291,248.39 | | 138.96 | 138.96 | | 291,387.35 |
| 601 000 Water Fund | 17,255.93 | | 8.23 | 8.23 | | 17,264.16 |
| 602 000 Sewer Fund | 31,915.73 | | 15.23 | 15.23 | | 31,930.96 |
| 603 000 Storm Fund | 50,008.12 | | 23.88 | 23.88 | | 50,032.00 |
| 2 - LGIP | 1,412,100.93 | 97,797.60 | 673.72 | 98,471.32 | | 1,510,572.25 |
| | 1,412,100.93 | 97,797.60 | 673.72 | 98,471.32 | | 1,510,572.25 |

TREASURERS REPORT

Fund Investment Totals

City Of Monroe

09/01/2021 To: 09/30/2021
 Time: 15:09:12 Date: 10/21/2021
 Page: 4

| Fund Totals: | Previous Balance | Purchases | Interest | Ttl Investments | Liquidated | Investment Bal | Available Cash |
|--------------------------------------|------------------|-----------|----------|-----------------|------------|----------------|----------------|
| 100 General Administration Fund | 125,300.71 | 97,797.60 | 59.78 | 97,857.38 | | 223,158.09 | -54,240.05 |
| 201 Public Works Fund | 131,419.31 | | 62.70 | 62.70 | | 131,482.01 | 62,599.64 |
| 300 Water Revenue Bond | 16,211.63 | | 7.73 | 7.73 | | 16,219.36 | -29,581.60 |
| 302 GOB Phase II | 101,043.52 | | 48.21 | 48.21 | | 101,091.73 | -95,853.67 |
| 400 Equipment Reserve Fund | 49,768.93 | | 23.74 | 23.74 | | 49,792.67 | 1,876.97 |
| 401 Building Reserve Fund | 39,903.54 | | 19.04 | 19.04 | | 39,922.58 | 1,504.91 |
| 402 Park Reserve Fund | 10,630.99 | | 5.07 | 5.07 | | 10,636.06 | 400.93 |
| 403 Water Reserve Fund | 20,289.88 | | 9.68 | 9.68 | | 20,299.56 | -131.29 |
| 404 Sewer Reserve Fund | 96,776.09 | | 46.17 | 46.17 | | 96,822.26 | 3,649.77 |
| 405 Capital Improvement Reserve Fund | 24,740.78 | | 11.80 | 11.80 | | 24,752.58 | 933.05 |
| 507 Park System Development Fund | 27,528.71 | | 13.13 | 13.13 | | 27,541.84 | 9,406.12 |
| 508 Sewer System Development Fund | 261,000.80 | | 124.52 | 124.52 | | 261,125.32 | 125,092.15 |
| 509 Street System Development Fund | 61,111.35 | | 29.16 | 29.16 | | 61,140.51 | 13,409.68 |
| 510 Storm System Development Fund | 55,946.52 | | 26.69 | 26.69 | | 55,973.21 | 20,080.89 |
| 511 Water System Development Fund | 291,248.39 | | 138.96 | 138.96 | | 291,387.35 | 158,008.10 |
| 601 Water Treatment Fund | 17,255.93 | | 8.23 | 8.23 | | 17,264.16 | 101,763.99 |
| 602 Library Fund | 31,915.73 | | 15.23 | 15.23 | | 31,930.96 | -36,756.20 |
| 603 Legion Hall Fund | 50,008.12 | | 23.88 | 23.88 | | 50,032.00 | -51,319.27 |
| 900 Customer Deposit Fund | | | | | | 0.00 | 6,897.17 |
| | 1,412,100.93 | 97,797.60 | 673.72 | 98,471.32 | | 1,510,572.25 | 237,741.29 |

Ending fund balance (Page 1) - Investment balance = Available cash.

1,748,313.54

TREASURERS REPORT

Outstanding Vouchers

City Of Monroe

As Of: 09/30/2021 Date: 10/21/2021
Time: 15:09:12 Page: 5

| Year | Trans# | Date | Type | Acct# | War# | Vendor | Amount | Memo |
|------|--------|------------|----------|-------|--------|---|-----------|---|
| 2022 | 401 | 09/24/2021 | Util Pay | 1 | | Utility Customer | 225.82 | |
| 2022 | 402 | 09/27/2021 | Util Pay | 1 | | Utility Customer | 243.20 | |
| 2022 | 458 | 09/28/2021 | Util Pay | 1 | | Utility Customer | 349.40 | |
| 2022 | 471 | 09/28/2021 | Tr Rec | 1 | | Misc customers | 50.00 | Kathy/Rick Smith @ 290 S 10th St & Cloudcrest - 81C |
| 2022 | 480 | 09/30/2021 | Util Pay | 1 | | Utility Customer | 105.00 | |
| | | | | | | | <hr/> | |
| | | | | | | | 973.42 | Receipts Outstanding: |
| 2022 | 408 | 09/27/2021 | Claims | 1 | 211893 | AT&T Mobility | 110.71 | |
| 2022 | 409 | 09/27/2021 | Claims | 1 | 211894 | B & I Hardware & Rental | 614.92 | Park and Facilitis Supplies; Public Works, Conduit PVC, Bulk Fastener, Door Stop Wedge, Tie Down Ratchet; 3/4 Ridig two whole strap; Key Cutting; Black Garbage Cans for Public Works; Park Flag Pole; Pu Benton County Records Request |
| | | | | | | | <hr/> | |
| 2022 | 410 | 09/27/2021 | Claims | 1 | 211895 | Benton County Clerk | 7.00 | |
| 2022 | 411 | 09/27/2021 | Claims | 1 | 211896 | City of Harrisburg | 500.00 | |
| 2022 | 412 | 09/27/2021 | Claims | 1 | 211897 | Coenergy - Valley Office | 1,791.20 | Propane tank for City Park Host |
| 2022 | 413 | 09/27/2021 | Claims | 1 | 211898 | DOMAIN LISTINGS | 228.00 | Website Domain Name |
| 2022 | 414 | 09/27/2021 | Claims | 1 | 211899 | Edge Analytical, Inc. | 708.00 | Water Testing |
| 2022 | 416 | 09/27/2021 | Claims | 1 | 211901 | Local Government Law Group, PC | 60.00 | Reviv of City Admin Email Regarding City Charter |
| 2022 | 418 | 09/27/2021 | Claims | 1 | 211903 | Northstar Surveying | 1,200.00 | Survey for School Drainage on Dragon Dr |
| 2022 | 419 | 09/27/2021 | Claims | 1 | 211904 | One Call Concepts, Inc. | 9.60 | Locate Service Calls |
| 2022 | 420 | 09/27/2021 | Claims | 1 | 211905 | Pacific Excavation, INC | 34,758.12 | SRTS Construction |
| 2022 | 421 | 09/27/2021 | Claims | 1 | 211906 | Pacific Power Group | 230.57 | Waste Water Generator Repair |
| 2022 | 422 | 09/27/2021 | Claims | 1 | 211907 | Professional Security Alarm | 72.00 | Monroe Library Security Alarm |
| 2022 | 423 | 09/27/2021 | Claims | 1 | 211908 | Chuck Scholz | 1,500.00 | Contracted certified operator services for September |
| 2022 | 424 | 09/27/2021 | Claims | 1 | 211909 | United Rentals | 1,057.65 | Scissor Lift Equipment Rental; 45-50' Boom Telescopic 4WD |
| | | | | | | | <hr/> | |
| 2022 | 425 | 09/27/2021 | Claims | 1 | 211910 | United States Postal Service | 50.00 | PO Box Fee-6 months |
| 2022 | 426 | 09/27/2021 | Claims | 1 | 211911 | WECO | 246.32 | Public Works Vehicles Fuel |
| 2022 | 427 | 09/27/2021 | Claims | 1 | 211912 | Xylem Water Solutions | 15,732.40 | Lift Station pump Repair |
| 2022 | 277 | 08/23/2021 | Claims | 1 | 212238 | Shane Felber | 66.82 | 253 - 991 MAIN STREET |
| 2022 | 316 | 08/27/2021 | Claims | 1 | 212246 | The Law Office of Blake & Ramsower, LLC | 200.00 | |
| | | | | | | | <hr/> | |
| | | | | | | | 59,143.31 | |
| | | | | | | | <hr/> | |
| 2022 | 441 | 09/13/2021 | Util Pay | 4 | | Xpress Bill Pay | 557.05 | Xpress Import - CC - 09-13-2021_daily_batch ('1).csv |
| | | | | | | | <hr/> | |
| | | | | | | | 557.05 | Receipts Outstanding: |

TREASURERS REPORT

Outstanding Vouchers

City Of Monroe

As Of: 09/30/2021 Date: 10/21/2021
Time: 15:09:12 Page: 6

| Year | Trans# | Date | Type | Acct# | War# | Vendor | Amount | Memo |
|------|--------|------------|----------|-------|------|-----------------------|------------------|--|
| 2022 | 482 | 09/30/2021 | Util Pay | 5 | | Xpress Bill Pay | 276.24 | Xpress Import - EFT - 09-30-2021_daily_batch (1).csv |
| | | | | | | | <u>276.24</u> | |
| | | | | | | Receipts Outstanding: | | |
| 2021 | 1250 | 02/01/2021 | Util Pay | 6 | | Xpress Bill Pay | 168.80 | Xpress Import - CheckFree - 03-09-2021_daily_batch |
| | | | | | | | <u>168.80</u> | |
| | | | | | | Receipts Outstanding: | | |
| | | | | | | | <u>59,143.31</u> | |

| Fund | Claims | Payroll | Total |
|---------------------------------|------------------|-------------|------------------|
| 100 General Administration Fund | 571.15 | 0.00 | 571.15 |
| 201 Public Works Fund | 56,546.94 | 0.00 | 56,546.94 |
| 601 Water Treatment Fund | 1,917.66 | 0.00 | 1,917.66 |
| 602 Library Fund | 89.78 | 0.00 | 89.78 |
| 603 Legion Hall Fund | 17.78 | 0.00 | 17.78 |
| | <u>59,143.31</u> | <u>0.00</u> | <u>59,143.31</u> |

TREASURERS REPORT

Signature Page

City Of Monroe

Time: 15:09:12 Date: 10/21/2021
Page: 7

09/01/2021 To: 09/30/2021

We the undersigned officers for the City of Monroe have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:  Signed: 10/20/21
Finance Officer / Date

Reviewed By / Date

ACCOUNTS PAYABLE

City Of Monroe

As Of: 10/25/2021

Time: 15:05:41 Date: 10/21/2021
Page: 1

| Accts Pay # | Received | Date Due | Vendor | Amount | Memo |
|-------------|--------------------------------|-------------------|------------------------------|-----------------|---|
| 2951 | 10/08/2021 | 10/25/2021 | 10/29/2021 | 46.47 | City Cell phone Bill |
| 510 00 42 | 1000 Utilities | | 100 300 510 General Adminis | 24.63 | City Admin Cell Phone |
| 542 00 31 | 2011 Utilities | | 201 400 500 Public Works Fui | 21.84 | Public Works Cell Phone |
| 2945 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 482.10 | |
| 510 00 31 | 1002 Computer Equipment | | 100 300 510 General Adminis | 74.98 | New Keyboard, Mouse and Monitor Stand for Desk in Court Room. |
| 510 00 50 | 1001 EXP DAS Grant 1579 Covic | | 100 300 510 General Adminis | 14.17 | XLR Microphone Cables for Zoom Meetings |
| 510 00 50 | 1001 EXP DAS Grant 1579 Covic | | 100 300 510 General Adminis | 237.98 | Meeting zoom Microphone Equipment and connectors |
| 542 00 38 | 2010 Parks- Operating Supplies | | 201 400 576 Public Works Fui | 154.97 | Cigarette Butt Receptacle |
| 2963 | 10/21/2021 | 10/25/2021 | 10/25/2021 | 1,467.90 | Street Sign Replacements |
| 542 00 34 | 2011 Streets-Repairs And Maint | | 201 400 542 Public Works Fui | 1,467.90 | Street Sign Replacements |
| 2944 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 450.94 | B& I Invoices |
| 510 00 49 | 1011 Community Engagment | | 100 300 510 General Adminis | 72.36 | Stakes for City park Event 09/11/21 |
| 542 00 31 | 2017 Equip. Repair & Maintenal | | 201 400 500 Public Works Fui | 63.98 | Chainsaw Repairs |
| 542 00 32 | 2012 Building Repairs And Mair | | 201 400 500 Public Works Fui | 11.98 | Spray Foam for Cracks in City Hall Brick |
| 542 00 38 | 2012 Parks- Equipment Repair / | | 201 400 576 Public Works Fui | 79.29 | Toddler Park Bench Repairs |
| 542 00 38 | 2012 Parks- Equipment Repair / | | 201 400 576 Public Works Fui | 73.05 | Toddler Park Bench repairs |
| 542 00 38 | 2012 Parks- Equipment Repair / | | 201 400 576 Public Works Fui | 10.78 | Park Bench Repairs and Maint. |
| 594 00 30 | 2012 Building Improvments | | 201 400 594 Public Works Fui | 139.50 | Drywall for Back room project in meeting room |
| 2955 | 10/08/2021 | 10/25/2021 | 10/25/2021 | 1,998.00 | Law Inforncment Contracts with Benton County Sheriffs |
| 521 00 41 | 1000 Law Enforcement Contract | | 100 300 521 General Adminis | 1,998.00 | Police Services 09/08/21-09/30/21 |
| 2949 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 150.23 | Healdights for the F350 |
| 542 00 31 | 2018 Vehicle Operation & Main | | 201 400 500 Public Works Fui | 17.58 | Headlights for F350 |
| 542 00 31 | 2018 Vehicle Operation & Main | | 201 400 500 Public Works Fui | 132.65 | New Battery for F250 |
| 2953 | 10/18/2021 | 10/25/2021 | 10/25/2021 | 555.00 | Sodium Hypochlorite for WTP |
| 534 00 49 | 6011 Chemicals | | 601 450 534 Water Treatment | 277.50 | Sodium Hypochlorite |
| 542 00 40 | 2013 WWTP-Chemicals | | 201 400 540 Public Works Fui | 277.50 | Sodium Hypochlorite |
| 2943 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 500.00 | |

ACCOUNTS PAYABLE

City Of Monroe

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| Accts Pay # | Received | Date Due | Vendor | Amount | Memo |
|-------------|-------------------|-----------------------------|---|-----------------|---|
| 534 00 41 | 6013 | Contracted Plant Operatio | 601 450 534 Water Treatment | 500.00 | |
| 2964 | 10/21/2021 | 10/25/2021 | Coenergy - Valley Office | 56.29 | Ce-energy Pre-Buy |
| 510 00 42 | 1000 | Utilities | 100 300 510 General Adminis | 28.14 | Co Energy Pre Buy |
| 542 00 31 | 2011 | Utilities | 201 400 500 Public Works Fui | 28.15 | Co-Energy Pre Buy |
| 2962 | 10/21/2021 | 10/25/2021 | Edge Analytical, Inc. | 313.00 | WTP and WWTP Testing |
| 534 00 49 | 6010 | Outside Testing | 601 450 534 Water Treatment | 33.00 | |
| 534 00 49 | 6010 | Outside Testing | 601 450 534 Water Treatment | 81.00 | |
| 534 00 49 | 6010 | Outside Testing | 601 450 534 Water Treatment | 81.00 | |
| 534 00 49 | 6010 | Outside Testing | 601 450 534 Water Treatment | 33.00 | |
| 542 00 40 | 2012 | WWTP-Outside Testing | 201 400 540 Public Works Fui | 85.00 | |
| 2956 | 10/05/2021 | 10/25/2021 | Global Equipment Company INC | 6,485.00 | Atlas Copco G2-145T AFF, 3HP, Oil-Injected Rotary Screw, 71 Gal Tank, 145PSI, 208/230/460V w/Dryer - |
| 594 00 60 | 6012 | Equipment | 601 450 594 Water Treatment | 6,485.00 | Atlas Copco G2-145T AFF,3HP, Oil-Injected Rotary Screw, 71 Gal Tank, 145PSI,208/230/460V w/Dryer - |
| 2946 | 10/06/2021 | 10/25/2021 | Grove, Mueller & Swank, P.C. | 9,500.00 | 20-21 Yearly Audit and Financial Statement Cost |
| 510 00 41 | 1003 | Audit & Filing Fees | 100 300 510 General Adminis | 3,166.66 | Yearly Audit and Financial Statement |
| 534 00 41 | 6011 | Audit & Filing Fees | 601 450 534 Water Treatment | 3,166.66 | Yearly Audit and Financial Statement |
| 542 00 32 | 2018 | Audit & Filing Fees | 201 400 500 Public Works Fui | 3,166.68 | Yearly Audit and Financial Statement |
| 2961 | 10/21/2021 | 10/25/2021 | Monroe Telephone | 294.62 | City Phone and Internet Bills |
| 510 00 42 | 1000 | Utilities | 100 300 510 General Adminis | 127.32 | Mian City Hall line and Internet |
| 510 00 42 | 1000 | Utilities | 100 300 510 General Adminis | 73.96 | City Hall Fax Line |
| 534 00 42 | 6010 | Utilities | 601 450 534 Water Treatment | 31.31 | Water Treatment Plant Line |
| 542 00 31 | 2011 | Utilities | 201 400 500 Public Works Fui | 62.03 | Lift Station Phone Line |
| 2950 | 10/15/2021 | 10/25/2021 | Office Depot | 105.88 | Dog Bags for Park-Duster for Cleaning Library |
| 542 00 38 | 2010 | Parks- Operating Supplies | 201 400 576 Public Works Fui | 68.63 | Dog bags for Park |
| 572 00 10 | 6025 | Library Janitorial Supplies | 602 300 572 Library Fund | 37.25 | Duster for Library |
| 2957 | 09/30/2021 | 10/25/2021 | One Call Concepts, Inc. | 4.80 | Utility Locate Tickets-4 |
| 542 00 32 | 2015 | Locates | 201 400 500 Public Works Fui | 4.80 | Utility Locate Tickets-4 |

ACCOUNTS PAYABLE

City Of Monroe

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Time: 15:05:41 Date: 10/21/2021
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| Accts Pay # | Received | Date Due | Vendor | Amount | Memo |
|-------------|-------------------------------|-------------------|------------------------------|-----------------|---|
| 2948 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 2,799.19 | EFT Payment to Pacific Power for City Electric bills |
| 510 00 42 | 1000 Utilities | | 100 300 510 General Adminis | 181.37 | City Hall Electric |
| 534 00 42 | 6010 Utilities | | 601 450 534 Water Treatment | 1,216.29 | Water Treatment Electric |
| 542 00 31 | 2011 Utilities | | 201 400 500 Public Works Fui | 392.21 | Public Works Electric-Sewer and WW |
| 542 00 34 | 2010 Streets- Street Lights | | 201 400 542 Public Works Fui | 705.22 | Street Lights Electric |
| 572 00 10 | 6022 Library Electric | | 602 300 572 Library Fund | 199.13 | Library Electric |
| 575 00 10 | 6031 Legion Hall Electricity | | 603 300 575 Legion Hall Func | 104.97 | Legion Hall Electric |
| 2958 | 10/18/2021 | 10/25/2021 | 10/25/2021 | 315.00 | Cabled M/L via C/O, Soft Clog 70ft or so, Tested clear |
| 542 00 35 | 2010 Sewer- Repairs And Maint | | 201 400 535 Public Works Fui | 315.00 | Cabled M/L via C/O, Soft Clog 70ft or so, Tested clear |
| 2947 | 12/17/2020 | 10/25/2021 | 10/25/2021 | 1,500.00 | Contracted certified operator services for October |
| 542 00 40 | 2014 WWTP-Contracted Operat | | 201 400 540 Public Works Fui | 1,500.00 | |
| 2947 | 10/15/2021 | 10/25/2021 | 10/25/2021 | 74.50 | Lunch with the Mayor-Bennys Pizza |
| 510 00 49 | 1015 Expenses Not Covered Els | | 100 300 510 General Adminis | 74.50 | Bennys Pizza |
| 2959 | 10/18/2021 | 10/25/2021 | 10/25/2021 | 400.00 | July and September Judge Services, Prior Check never recieved. |
| 521 00 41 | 1001 Judge | | 100 300 521 General Adminis | 400.00 | July and September Judge Services, Prior Check never recieved. |
| 2954 | 10/08/2021 | 10/25/2021 | 10/25/2021 | 1,181.10 | United Rentals Mini Excavator for school drainage project |
| 542 00 33 | 2010 School Drainage Cost | | 201 400 500 Public Works Fui | 1,181.10 | United Rentals Mini Excavator for school drainage project |
| 2952 | 10/08/2021 | 10/25/2021 | 10/25/2021 | 293.98 | Fuell Charges |
| 542 00 31 | 2018 Vehicle Operation & Main | | 201 400 500 Public Works Fui | 293.98 | Public Works Fuel Charges |
| 2960 | 10/18/2021 | 10/25/2021 | 10/25/2021 | 146.82 | Xpress Monthly Fees |
| 510 00 31 | 1003 Online Bill Pay Fees | | 100 300 510 General Adminis | 48.45 | |
| 534 00 31 | 6013 Online Bill Pay Fees | | 601 450 534 Water Treatment | 49.92 | |
| 542 00 32 | 2016 Online Bill Pay Fees | | 201 400 500 Public Works Fui | 48.45 | |

ACCOUNTS PAYABLE

City Of Monroe

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| Accts Pay # | Received | Date Due | Vendor | Amount | Memo |
|----------------|----------|----------|--------|--------|------|
|----------------|----------|----------|--------|--------|------|

Report Total: 29,120.82

| Fund | |
|---------------------------------|-----------|
| 100 General Administration Fund | 6,522.52 |
| 201 Public Works Fund | 10,302.27 |
| 601 Water Treatment Fund | 11,954.68 |
| 602 Library Fund | 236.38 |
| 603 Legion Hall Fund | 104.97 |

This report has been reviewed by:

 Signature & Title

10/20/21 Date

REMARKS:



MONROE CITY COUNCIL MINUTES

September 27, 2021

6:00 PM

City Hall Meeting Room

1. **CALL TO ORDER:** Mayor Sheets called the City Council meeting to order at 6:00 P.M.

Pledge of Allegiance: Mayor Sheets asked Councilor Knott to lead the Pledge of Allegiance.

Roll Call: Present: Mayor Sheets; Councilors: Cuthbertson, Lindner, Knott, Ritch. Via Zoom: Councilor Winther. Absent: Councilor Baker

Staff present: CA Martinenko.

2. **PUBLIC COMMENTS:**

2.1. Staff read a public comment from Rana Foster of Corvallis (**Attachment A**).

CA Martinenko commented afterwards that there are very few detectable contaminants in our water supply. Those detected include nitrates and nitrates at very low levels, well below maximum contaminant levels. However, the river water is high in organics that react with the chlorine disinfectant and create regulated by-products. The City water supply is tested frequently and all test results are a matter of public record. In addition, while we are currently in a severe draught, the Fern Ridge reservoir is at 55% capacity, even at this late part of the year. Commenting further, CA Martinenko mentioned the old reservoirs are unusable and the springs that fed them are too low yield for the City to use. We currently require 350 GPM over a nine-hour period at maximum summer demand. The springs, combined, have about 20 GPM at peak winter flow, less in summer as it would be expected. The current permit for the Long Tom River is 350 GPM 24x7, 365 days per year and we are currently using less than 25% of the permitted level. This is to meet current and future demands so the city would not have to find other water rights going forward.

Councilor Cuthbertson asked about water rights and not having a certificate that was mentioned in the read public comment. CA Martinenko replied that all water in Oregon is held in trust by the State for all Oregonians. This has been since 1892. There are permits on file for Monroe with the State Water Resources Department that list the maximum amount of water that can be used. That said, the actual amount is based on how much is used on an annual basis. In the case of Kyle and Belknap springs, this is zero gallons used over many years.

Carrie Hastings then asked a clarifying question about organics in the Long Tom River and whether these are natural or manmade. CA Martinenko replied the organics referred to are natural and mostly as a result of algae, sediment, and runoff from the coastal forests. The City had no detectable synthetic organic compounds in the last test series.



3. STAFF REPORTS AND PRESENTATIONS:

3.1. Sheriff Van Arsdale:

Sheriff Van Arsdale commented that the Deputies enjoy being down in Monroe and asked if the report format met the Council's expectations. Councilor Ritch mentioned he would like the report formatted a little larger to make it easier to read.

3.2. Willamette Grange Presentation:

Mr. Jay Sexton, president of Willamette Grange No. 52 gave a brief history of the grange and their progress in restoring the structure that has been in disrepair for the last 20 to 30 years. He asked the best way to connect with the citizens of Monroe so the Grange can keep people informed of the work they are doing and activities. The Councilors mentioned a booth at the Monroe festival and posting at the post office and bank along with the City Hall bulletin board.

3.3. City Administrator's Report:

3.3.1. 1135 Grant. CA Martinenko reported on the progress of the 1135 grant with the Corp of Engineers and our partners the Confederated Tribes of the Siletz and the Long Tom Water Shed Council. The groups have identified potential ways to improve the river eco-system and fish passage including drop structure removal, fish ladders, and re-connecting the sloughs. CA Martinenko reiterated that the project constraints include no negative impact on City water and no increase in flooding. The different options being considered will have to be measured against those two constraints. The next step will be a public presentation on the project and hopefully get feedback to help steer the Corps decision process.

3.3.2. Safe Routes to Schools. On the Safe Routes to School project, the path is complete and the contractor has added some riprap to the culverts to shore it up. The project is waiting on the light hardware that the County specified. Councilor Ritch asked if the lights would be maintained by the County and CA Martinenko replied yes, that was the reason for waiting on the County approved lighting so they would have the same parts inventory as the other crossing lights installed in the County.

3.3.3. ARPA and COVID Grants. CA Martinenko next mentioned that the City has received \$97,000 in COVID and ARPA grants. Part of the grant money is being used to enhance remote working and presentations, such as the Council microphones just installed.

3.3.4. Water Plant Repairs. At the Water Plant, work is starting to refurbish the water filtration cells starting with replacing the air compressor on the number 2 unit and the valves that are buried behind it. Harrisburg will be assisting with membrane removal and pinning to patch air leaks. This process will then be repeated on the number one unit.

3.3.5. Elementary School Drainage. The elementary school drainage issue is being resolved this week by digging a bypass ditch to route the water from the school further down the hillside so it does not cross private land. This work is being done in-house by Public Works staff.



3.3.6. **Expanded Parking.** The City Park is getting an expanded parking area across from the existing parking area to the north of the restrooms. Fill dirt has been placed over summer and gravel will be laid down over the next couple of weeks.

3.3.7. **Water and Waste Water Operations Training.** Public works staff is starting to learn waste water operations, getting ready for the winter discharge season in November. Training has also started on basic water plant operation.

4. **CONSENT AGENDA:**

4.1. Councilor Ritch asked about the Safe Routes to Schools construction expenditure and CA Martinenko replied this is part of the grant and we pay the construction invoices and get reimbursed from the State. There is some additional expense for rock rip-rap that was mentioned but overall, the project is close to what we anticipated. There was some discussion over credit card reimbursements to staff for the 911 park event for soda and water along with the state representative visit for City infrastructure. Mayor Sheets then called for a motion to approve the consent agenda. Councilor Ritch so motioned and Councilor Lindner seconded. The vote was all ayes with Councilor Cuthbertson abstaining for a potential conflict.

5. **PUBLIC HEARING:**

5.1. CA Martinenko commented to the Council that the County is preparing the legal paperwork for transferring the land that was the old railroad right of way from Ash Street to Cemetery Road to the City. The paperwork then has to go before the Commissioners for a vote that has not happened yet, so this will be discussion only for this Council session. This will be a 100-year lease for compensation of \$1 per year. CA Martinenko mentioned that he presented to the Commissioners in August and proposed the land would be used as a Park and for events such as our festival and farmer's market. It also complements the goals in the Riverside District Master Plan and ties visitors to our core commercial areas. In addition, the land parcels also include the Rail right of way between Kelly and Ash. The only caveat is that if the Union Pacific wants to put the rails back in, we have to let them, but that also means we get train service.

6. **NEW BUSINESS:**

- 6.1. **Surplus Property Discussion.** Mayor Sheets opened a session on the proposed surplus land sales. See attachment B for a transcript of public testimony. No discussion or decisions by Council were made after public testimony.
- 6.2. **Monroe RFPD Safety Fence.** Mayor Sheets commented on citizen complaints brought the Public Works Committee regarding the practice vehicles on the fire department lot across from their station. CA Martinenko added the complaints were primarily safety related citing broken glass and sharp exposed metal. Also, the wrecked vehicles can be



an attractive nuisance for children passing by. Another issue is the potential for spilled liquids from the vehicles and batteries. There are no oil separators for storm water, so any spilled fluids would be washed into the storm drains and into the Long Tom. The recommendation from the Committee is for the Fire Department to place a fence around the lot or at least around the practice vehicles to prevent injury for any individuals passing by. A fence is also consistent with Monroe ordinances keeping non-operatable vehicles out of public view. Mayor Sheets asked for a motion. Councilor Lindner motioned for staff to write the Monroe Fire Department requiring a safety fence be placed around the practice vehicles on their lot and ensure all fluids are drained. Councilor Winther requested an amendment to have the batteries also removed and Councilor Lindner agreed. Councilor Knott seconded the motion. Mayor Sheets called for a vote and the motion was unanimously approved

- 6.3. **Renaming the Legion Hall.** Councilor Cuthbertson brought a recommendation from the Parks and Facilities Committee to rename the Legion Hall the Monroe Community Center. Councilor Cuthbertson mentioned the Legion Hall has not had a Legion Post there for some time and apparently, according to some people, should not be called the Legion Hall because there is no active post there. The Committee recommends the City recognize the history of the building and suggested a plaque or signage placed on the building to commemorate the people and events as well as placing historic pictures in the building so visitors can get some history of the town and acknowledges all the people that donated and supported the building over time. Mayor Sheets asked for a motion to rename the Legion Hall to the Monroe Community Center. Councilor Knott so motioned and Councilor Lindner seconded. During discussion, Councilor Ritch asked if there needed to be a resolution or ordinance to change the name. CA Martinenko mentioned this could be a resolution if the Council wanted to formally express their intent but a voice vote would also be appropriate to have a new sign made and send back to the committee for the signage with the commemorative history. There was no further discussion. Mayor Sheets called for a vote and the motion was unanimously approved.
- 6.4. **Event Scheduling for City Park.** Councilor Cuthbertson reported on a recommendation from the Parks and Facilities Committee to institute reservations for the Monroe City Park and Community Center citing that as public resources, access needs to be fair and equitable. Councilor Ritch asked how a gathering might need a reservation. Councilor Cuthbertson replied that while you cannot keep the public out, it does allow the resource, such as the covered picnic table, to be used by the group reserving it and provides notice to others that the resource is going to be in use on a specific date and time. CA Martinenko commented that staff is actively scheduling activities at the park from reunions, to track meets, and law enforcement dog training. Ca Martinenko said that staff are reviewing reservation systems from different parks including Bell fountain, Corvallis, and Kaiser and will present that to the Committee.
- 6.5. **Appointments to the Economic Development Committee.** Mayor Sheets announced his final appointments to the Committee. Todd Nystrom was asked but has a pending



commitment to the Benton County Economic Development Committee. Mayor Sheets selected Solé Aulenbach, Christina Wickstein, and Celena Wolverton to round out the committee.

- 6.6. **Social Media and a City App.** Mayor Sheets commented that Facebook has blocked the City Facebook site and has appealed, but no one has responded from Facebook. In the ensuing discussion, different ideas were presented such as a city specific phone app. Councilor Rich commented that it may be a better use of resources to re-design the City's website to be more phone-friendly rather than create more applications. CA Martinenko pointed out this leads to the broader issue of a city communication strategy. Mayor Sheets suggested the Community Engagement Committee discuss the issue and also have a work session to develop a plan.
- 6.7. **Vaccination Clinics.** Mayor Sheets reminded the Council that vaccination clinics are coming up in October, both at Monroe High School.
- 6.8. **Upcoming Events.** Councilor Knott mentioned there is going to be a Halloween Spooktacular at City Hall from 5 to 8pm at City Hall. City Hall is accepting candy donations. Mayor Sheets said that in November there will be a food drive for the Food Pantry and people can bring food to City Hall. Also, the annual light parade is scheduled for December 11.

7. OLD BUSINESS:

- 7.1. **Audit Update.** CA Martinenko commented the Auditors are reviewing our finances and controls. At this time, there is nothing major but made recommendations to tighten our controls, such as double reviews and signatures.
- 7.2. **Planning Commission Update.** CA Martinenko reported the Planning Commission is reviewing the Riverside District Master Plan and aligning with the Comprehensive Plan, Transportation System Plan, and the Monroe Land Use Codes. Counselor Cuthbertson commented that the City should especially review streets since the codes adopted the Corvallis street standards and those do not always make sense for Monroe. There should be latitude to make adjustments based on the footprint in Monroe.
- 7.3. **Codification Process Update.** CA Martinenko said that the codes reviewed by the ad hoc ordinance committee were sent to the publisher as-is. Any changes would require the underlying ordinances to be replaced and then resubmitted. Discussion with the City Attorney suggested that it would be easier to change the codified ordinances after they are published.
- 7.4. **Garbage RFP.** CA Martinenko reported the RFP is still in progress but has made contact with Republic to review what we currently have in their files to ensure we do not have an extension of contract provision.
- 7.5. **Infrastructure Update.** CA Martinenko report that Public Works is in the process of getting twelve manholes sealed. Also, it was discovered that several of the new water meters read in cubic feet rather than gallons and that staff are in touch with the vendors for resolution to get them replaced.
- 7.6. **Surplus Property Sales.** CA Martinenko said he is waiting on the results of the private appraisers and also mentioned that the two springs parcels were going to have a timber



cruise report done as well that will list the amount and species of timber on each lot. Counselor Rich asked that his understanding of the resolution is that the reserve price for each parcel would be the greater of the Benton County accessor's market value or the private appraiser's value, whichever is higher. CA Martinenko replied that is correct.

- 7.7. **September 8 State and Federal Delegation Meeting.** Mayor Sheets commented he felt the meeting and discussion went well. Councilor Cuthbertson felt the zoom part of the meeting with the federal delegation could have been better and had hoped they would be there in person. Ayreh Frankfurter echoed Councilor Cuthbertson's concerns but also said he is available for further assistance if needed. Councilor Winther added how impressed he was that all three commissioners were at the meeting and how incredibly supported they appeared of the City's efforts.
- 7.8. **September 11 Park Event.** The Council had general discussion of the 9/11 park event and how well it turned out. The Council expressed appreciation to the Monroe Rural Fire Department, Benton County Sheriff's Office, and the Eugene K9 officers for their presence and demonstrations.

8. OTHER BUSINESS:

8.1. Committee Reports:

- 8.1.1. Parks and Facilities. Counselor Cuthbertson reported that in addition to the committee recommendations made during Council session, the Committee is considering a community garden at the park and ideas for the proposed park land north of Ash Street.
- 8.1.2. Economic Development. Mayor Sheets reported that he is close to the twelve people desired for the committee and has three more people interested.
- 8.1.3. Beautification Subcommittee. Mayor Sheets reported for Committee Chair Dallas Davis. The committee is exploring hanging plants and pole banners.
- 8.1.4. Community Engagement. The committee is working on the Community Garden and Monroe Festival. Mayor Sheets said he will schedule a festival subcommittee meeting for the next month.
- 8.1.5. Finance. Councilor Rich reported the committee has been reviewing financials and receiving updates on the audit.
- 8.1.6. Human Resources. Councilor Lindner said the committee is plodding through administrative policies for the updated employee handbook. Also, that Dallas Davis is working as a temp for facilities maintenance, providing custodial work for the Library, Community Center, and City Hall. The Committee is working on developing this as a regular position. City staff is also collecting salary data from cities to complete a salary study and develop comparable ranges and steps.



8.2. Councilor Comments:

8.2.1. Councilor Lindner said she is frustrated that the information presented at this session evening was not available when voting on the surplus property resolution and hoped that there would be an opportunity to revote and also pause the sale of property. She commented it has cultural historic, natural relevance that needs to be honored and protected and added that she appreciated Aryeh (Frankfurter) comments about waiting to see what funding is available before deciding if the property should be sold.

Mayor Sheets said the Council would definitely pause and review the properties. Mayor Sheets commented that since the resolution to sell the property was passed, other ideas have come forward that may need a second look.

Councilor Cuthbertson mentioned that the Council did not know there were other options for funding when the vote was taken and that is important to be able to retract a decision when other information is presented afterwards.

Councilor Winther echoed Councilor Lindner's comments and added he did not get a chance to see the property before he voted.

Commissioner Greydanus expressed his concern that this property was battled over in 2003 and then nothing happened. It just sat for 20 years.

8.3. Mayor's Comments:

8.3.1. We don't have Facebook, so use the city website and the mayor's Facebook page for now. We will regroup on our social media and communication. Our next city council meeting is October 25.

8. **ADJOURN**: Mayor Sheets adjourned the meeting at 9:32

Approved by Council Action on October 25, 2021.

Mayor Dan Sheets _____ Date: _____

Attest: _____

Steve Martinenko, City Recorder

ATTACHMENT A

Public Comment read at September 27, 2021

City Council Meeting

Sept. 27, 2021

Dear City of Monroe City Council,

I request City Council consider the removal of both Kyle Spring with no water right registered at Oregon Water Resources Dept. and the headwaters of Belknap Creek water right and certificate for use, to both be removed from surplus land sale list. City property inventory may have other comparably priced, valued for land only, not the invaluable/priceless clean water supply, parcels it owns it could trade or sell to replace both Kyle Spring and The Headwaters of Belknap Creek from the current Resolution 2021-28 land sale list.

I am unable to see City Council 'Resolution 2021-28' - Surplus Property to be able to make an informed decision about the surplus property discussion, finalized on Sept. 27 2021, to all go to silent auction. Sept. 27 21 CC agenda item #7.7 'prop equipment sales update' offers no clear statement about Surplus Property Discussion.

I do not receive the city newsletter, so must rely on City Website to see: City Council Agenda and meeting archive, resolutions and city master plans. Monroe City Council meeting materials archive stops at January 21, 2020. City Newsletter only is archived one month back on City Website.

The State Water Master is not able to find Kyle Spring Certificate #5101 water right registered with Oregon Water Resources Division. Should the City stop Kyle Spring land sale, and withdraw this tax lot 1550600008000 from 9 parcels up for sale, and complete the registration of Kyle Spring to keep the water right and Point of Diversion?

Or, is the city going to put an easement to maintain control over water right, keep point of diversion, over Kyle Spring and just sell off the land? This is unclear in the Sept. 27, 2021 meeting materials I have.

Will the two reservoir which are not in use need to be put into use to provide water volume for development and commercial use currently and into the future? Can storage of water volume in these unused reservoir support water demands, if lack of supply is a problem for the water supply system currently? Is water use by commercial users currently impacting domestic residential users, who have less pressure or less volume for their use due to commercial use in the same delivery system?

What is the reason for selling land and including Kyle Springs, with no registered water right and the headwaters of Belknap Creek? The Water Master Plan says it costs city to maintain these parcels.

The city does not use these parcels, and is allowing water to be used on private land from Kyle Spring. Cost of upkeep maybe is low for the right to use and retain Point of Diversion, for Kyle Spring and headwaters of Belknap Creek CFS in the future and not lose them to land sales and loss of Point of Diversion.

'Resolution 2021-28' Surplus Property list is not in the city packet for the Sept. 27 2021 City Council meeting that I could find and is not stored on the city of Monroe website as CC meeting minutes end Jan 27, 2020

I had asked City Staff for a copy of tax lot 9 parcels as I do not get the City of Monroe newsletter if these parcels were listed in the newsletters which also does not appear to be archived on the City Website.

Both Kyle Spring and headwaters of Belknap Creek had been used by city for water supply and may both still have water pipeline rights of way (ROW) that the City of Monroe still owns and retains, but this is not noted in Water Master Plan document. Kyle Spring is noted in the 17-point Property Sale PDF for Sept. 27, 2021 meeting point #8 and #10 "Kyle Spring has unknown condition and water volume".

The City of Monroe has not completed Oregon Water Resources Dept. water right registration for Kyle Spring.

Point #16 "City no longer uses these parcels and they do not benefit the residents of Monroe". Any water source specifically springs while be needed as global warming degrades water quality and quantity. Reliance on dilution of the Long Tom from Fern Ridge Reservoir CFS water may become more problematic in the next few years here, if Fern Ridge has to store more water and not release it to the Long Tom. Fern Ridge may be drying up.

In the future due to global warming, and currently, because of global warming, water resources are degrading due to exceptional drought conditions, and drought may be normal and last longer into the fall and winter, in years to come. Water right for Long Tom may become harder to process for drinking water if it has less and less water coming into the river, to mix with pollutants coming off of Agricultural lands which dump into the Long Tom River.

Should Kyle Spring and the headwaters of Belknap Creek owned by the City of Monroe, all be allowed to run without surface water being diverted for private use, until the exceptional drought is over, and to keep water flow, connected to area creek or Creeks, that Kyle Spring did in the past, historically flow into, along and under Cherry Creek Road and into local creek system?

The Water Master Plan and Conservation and Management Plans both fail to bring into the discussion climate change.

Point #17 "Aug 23, 21 Res 2021-08 Surplus Property". I am unable to find this Resolution on Monroe City website in order to be informed. City Council meeting minutes end Jan 27, 2021 so I am unable to access historic City Council Meeting materials. City Council Meeting for Sept. 27, 21 packet I was emailed does not contain 'Res. 2021-08 Surplus Property'. The Sept. 27 21 CC agenda is unclear about what will take place at this meeting around 9 parcels to be sold at silent auction.

Kyle Spring and Belknap Creek headwater water right and certificated, to use Belknap Creek headwater spring water right, may have originally both filled the two unused concrete reservoir the City owns. City of Monroe may still retain real estate right of way ownership from pipeline to Monroe from Kyle spring and Belknap Creek headwaters, and these two Right of Way may still be reconnectable with funding, to fill both existing concrete reservoirs stabilized for leaks and earthquake stability.

If the GSI Conservation and Management Plan found the water treatment loss of 10% and this is not put into CFS total per day loss by the consultants, will the water system be fixed to not loose treated water 10% or x CFS per day, and save rate payer money and city utilities management money to be saving this to pay for sewer and water system upgrades?

All water sources especially unpolluted ones should be retained by City and not sold or traded for other parcels without water rights, for cash or other land trades. The springs possibly both run all year long and have limited if any problems with chemicals, heavy metals, ag run off, nitrates or biological hazards. When compared to what has to happen for treatment of Long Tom water used as main supply for City of Monroe. Long Tom water quality will only continue to degrade due to Global Warming, and for conservation of Long Tom River in stream water right protection for T and E species as our local climate heats up for four and five months, with zero rain recharge to area watersheds and valley floor wells.

These spring water sources will be needed in the near future as Long Tom River water dilution decreases and becomes more difficult to use as global warming decreases Long Tom flow. Restricted use of Long Tom with the Certificate #91065 may need to be extended to more months of the year, with reductions from Fern Ridge Reservoir into the Long Tom for dilution of agricultural and other background toxic contaminants.

Spring water sources such as Kyle and headwaters of Belknap Creek could have to be used soon, to dilute river water pollutants and support water treatment processing systems more efficiently together with Certificate #91065. City may not be paying anything to keep these two ownerships and using Kyle Spring volume for local private use should maybe bring in income for the City, while retaining these parcels. Figuring out how to stop leaks in the delivery system or treatment systems may also save City money and allow these two parcels to remain in City ownership.

Thanks, Rana Foster, Corvallis Oregon

ATTACHMENT B

**Public Hearing Comments
Surplus Property Sale**

September 27, 2021 City Council Meeting

Public Testimony Regarding City of Monroe Surplus Property Sale

City Council Session September 27, 2021

Sole Aulenbach

So, before I begin, I just want to say it's nice to see you all. I live at earth Rising Farm on Cherry Creek Road. I lived there 13 plus years. A bit about myself, I'm an environmental scientist, a field botanist, an entrepreneur, I have my own business that I've had for many, many years; I have entrepreneurial spirit. And I love to support small businesses and things getting going. So I really love where Monroe is going with that and a lot of the things that are growing and starting off.

In regard to Kyle Springs, it's a special piece of land. It is an old growth forests that I'm able to walk to from my property. So I can walk out my door and walk to Kyle Springs, which is really special. And an old growth forest, it's an ancient forest. As a scientist, I can say lots of things about what's special about that ecosystem. But I'll just point out that it's probably the closest ancient forest to the city of Monroe that residents have in their backyards. It's certainly my backyard. And that's special. I think the next closest ancient forest would be over in Alsea Falls. So having a pristine special kind of habitat really close to the city is unique. And it's an asset to the citizens of the city and to neighbors. And then beyond just the inter forests. The fact that there's running fresh water is an even bigger asset if we add value to this piece of land. I know it's over two acres and it's a small piece but not to say that Monroe doesn't have a need for water right now. But having said Water is just an asset to a piece of property. So I just want to put a lot of value on that aspect of it in the sense that there is freshwater in an ecosystem, that's pristine, ancient forest, it just adds to the amount of habitat for all kinds of species, flora and fauna that are available on that piece of land, it just makes it all the more special. So I could nerd out about that for a long time or outside of meeting if you'd like to. But I'd also like to just point out the historical treasure of Kyle Springs, because Monroe has a piece of history with this land that we can pass on as a legacy to our citizens about municipal water, and where it used to come from. And, and in ancient history, you know, probably from the 1800s, the city of Monroe was getting water from this area. And I think that that's special. And it's not something to overlook. I know that history sometimes doesn't have a value because we're present and we're moving forward. But there's something about that, that it's like a living piece of history, and it's live. And it's, it's not just a document in a museum or a story, it's an actual piece of history that you can visit. And the resource treasure to go back to the freshwater supply. So thinking about the drought that we've experienced this year, you know, pretty much made through a couple weeks ago, was the hottest and driest we've experienced and maybe forever or many years. And I don't think that it's going to change, I don't have a crystal ball. And I don't know what's coming. But it just seems to be a trend of what's happening with the climate. So having fresh water in a drought, an ever increasing drought kind of climates just seems logical to me for having access to that water.

And besides the drought, or in addition to the drought, adding insult to injury, it's our ever increasing wildfire present. So as wildfires come closer to home, just having, again, having more water to address that issue is just a logical and a valuable thing for us as a community. And, you know, while the natural spaces always make for healthier cities, and healthier inhabitants mentally, physically, so looking long term, you know, maybe medically apart, or having access to a wild place is just really beneficial to

Public Testimony Regarding City of Monroe Surplus Property Sale

City Council Session September 27, 2021

citizens who live in an urban setting. So looking at that as an asset to I think it's had special value. So, you know, my proposal kind of don't have an in front of me was to keep the Kyle springs piece of property as a historic site. And not just a historic site, and I don't know the correct language around it, but you know, some kind of conservation easement, the documentation that I have provided you with lots of history around and I think my husband's been talking about this, is that basically what's happening now sales happened in 2003. And so what I would like to see is that Monroe stops the sale of Kyle Springs and keeps it in perpetual ownership of the city, and as a conservation easement. So it stays in the state that it is or for better, and keep it accessible to the public. So it's a public land, and it remains public lands. And I don't know, like I said, I think I said a historic site. But you know, along those lines, that's what I would like to see as a citizen. And the last page in the document to I just I want to honor the agreement that was made. So that last page is a document of correspondence between Mayor Billings and my husband. It says: "This is to inform you that the city of Monroe has decided not to sell the property. The citizens of Monroe were the deciding factor, as the majority of them did not want the city to dispose of the property. They felt that the water on the property was an asset to the city and that we should keep it in case it was needed at a later date. We want to thank you for the time and effort you put into your business." So I, again, I guess I just say that that was already that's a part of the history of Kyle Springs, too, so the things citizens wanted to happen with Kyle Springs is evident in that correspondence with Mayor Billings. And I want to honor that as well, I think it needs to be acknowledged, that we are going to see what would happen again, and what is happening. So I asked you to just consider Kyle springs to be a part of Monroe's legacy. And keep it in public property. Thank you for your time.

Mahogany Aulenbach

Hello friends. So, yeah. In 2003, you know, a lot of people really wanted to save Kyle Springs. And I know, as soon as I set foot on the property, it's just magical. There are huge towering trees, like you step in there and you go like, wow, this is amazing place. So just being on the land is super special. And luckily, people from the past came and helped me, you know they came out and said, wow, this is super special, definitely try to keep this public land. So, you know, people really wanted it not to be sold. Which Todd did say he wouldn't cut a stick off of it. So, he did have some old growth right next to it when he first bought the property. So, I have been with Earth Rising for 32 years now and he did cut the old growth right next to Kyle Springs, so where it's most likely he would want it. So you guys wouldn't even know. So now it's here. So I feel grateful and blessed that it's still standing. Here we have another opportunity.

And so I want to talk about just some numbers. The site was deeded to the city for \$1, in 1934, and used by the city of Monroe for 50 years. It was a water line, a wooden water line with wire around it and came all the way back from Monroe because the Long Tom was too polluted. So now the Long Tom; I look at the Long Tom, I wouldn't drink from that water. Go up to the spring – it's just pure beautiful, like, oh yeah, here's the water I want. So that's one of your choices. So the dry months which is a couple

Public Testimony Regarding City of Monroe Surplus Property Sale

City Council Session September 27, 2021

months a year, they said the average flow is about six gallons a minute so that equates to 8640 gallons a day, or 3,153,600 gallons a year. That's at the low flow; you're saying 20 gallons so double or triple that for a whole year. So a population of 1000 people that would be 8.64 gallons a day of spring water so there's probably more than enough for the greater community also that may need clean drinking water. So what we're trying to do is protect the water, protect the spring; we're trying to save it - it's not like we're going in there and we want the trees and sell them all you know, we're not trying to kill trees. So we're sincere, humble people. So the Long Tom river, I did remember how Detroit lake has had algae blooms and Salem could not use the water from Detroit Lake. That could happen here with the Long Tom. I'm just saying it might not happen, but Fern Ridge this summer, there was an algae bloom and they told people to not swim in the water so there's the chance, not saying it's going to happen, but it's kind of like you should think that if it does happen, an algae bloom, you may not be able to drink from this water source. So you know it's something to look at. There is a lot of water that comes out of Kyle Springs. It doesn't look like much, but if you need fresh clean water, it's up there.

So anyway, the other thing about the water for the city. Now I know like on the coast they have wells and sometimes the wells get too low and then the ocean water comes in and destroys the well. The same thing could happen here. Pull the wells down too low because we want to make water for the city and then polluted water, because Monroe is right on the watershed, I mean, I'm not trying to scare you off. Pretty simply, I just think when you are using pure spring water you don't have to do anything. It used to be that is was fed all the way back here. You have to pump it if you've got a well so you got the river you got a pump it. You know, pumps break down. You know we have to have some type of infrastructure keep that going but a pump and something else burns up and out you're always doing stuff. So I was kind of thinking to myself how we have wells on our property and we have water rights to this stream, this Kyle Creek actually, and we have twenty-two and a half gallons per hour water rights which is way more than we need, we just have some sprinklers you know, so anyway I know I'm grateful we have spring water.

But you know, it's good to know that at the city council meeting, the meeting at the park, with the state representative, and then the fire chief stood up was like talking about how much water they use put out the fire now towards Junction City, over 50,000 gallons of water. I talked to the fire chief afterwards, why don't you put some tanks up there and put a hydrant in. He said he had a hard time finding a spot on the river to pump water. Anyway, this is just an idea to not just dispose of the property since we're really working with beautiful heritage anyway. That's all I'm going to say. Thank you all for listening.

Todd Nystrom

You know I'm for water as much as anybody. I think I gave Steve some pictures of Kyle Springs that is just a little trickle right now. I mean just but I'm not saying it is drying up or anything but I got a picture that is actually of the cistern or the water that comes out of the hill and it's so covered in brush and trees and everything else and even your you're going to spend a lot of money trying to fix that up, I mean, I maintained the water line going down to the edge of my property because it's a steel line but

Public Testimony Regarding City of Monroe Surplus Property Sale

City Council Session September 27, 2021

once it leaves my property then it is boards and wire together so you got to replace it for another three miles at least if you want to get it to Monroe.

There are actually four old growth trees on there are five old growth trees and two of them actually are on my property and they are still there; a top blew out on one of them and then the other one just flat fell over. But you know, if I was going to log, they are so big and so old and so rotten, they're kind of decaying and that's why they're falling down and breaking. I'm not saying that they're worthless but they are good aesthetic value, so I agree with that. So I would I would never actually take those trees out around the around the water spring anyway. Also, there is I don't know, I guess I gave Steve that one document about the book and about when the Kyle's gave the easement to the city of Monroe and it says as long as it's used for municipal water, this easement is good. I don't know, I mean, I'm not going to pursue that and I'm not going to do anything to hurt the town of Monroe. I actually wanted to kind of do an exchange with Monroe and that's my whole point, but just because I used to own three sides of it three sides of it in 2003. Now I own four sides of it and it's just kind of isolated piece. I mean I'm not trying to be stingy with it but I'm just saying if somebody has to go on to the public or transit through, they're going to have to go through my property somewhere to get on it and, you know, I mean, I should have some kind of private property rights. I'm not saying that I'm trying to keep everybody out of there because I know Mahogany and them guys go up there every once in a while. That's fine, I'm fine with that – they're not hurting anything and they can just look in but, it's two acres that I'm surrounding and if you guys aren't going to own it then then I would like to own it, just for control aspect.

I guess you know, I'm still wanting to, but I don't know if you guys know about the exchange, I proposed are you guys talking about that at all? You want me to tell. Okay, well, what my idea is there's three quarters of an acre behind the bank that I bought a while back and since I did the Long Timber I don't have a lot of money to do development. But I am going to probably do another development one of these days, within the next five years probably, but that one would be a while, so my proposal would be to trade that two acres for something that's just going to sit there, kind of like a grass field that you guys could use for whatever you guys want to use it for. And that gives you guys some decent sized property along the riverfront, too, so you know I don't know that the logistics of the money part we can talk about that or whatever it is it is, you know, that's not a problem we can kind of talk about it but if you guys are getting rid of it, you know, I would like to have it that's my whole objective and I'm not planning on jumping in there and logging it right away or anything crazy, I'm just, you know, I'm not going to say I'm never going to do it. Never say never, because that's just what never people say. That it is, you know, it is it is a unique piece of ground and it's, like I said, they had Kyle's in the 30s and they knew it was the water source and I'm not sure I think they had the Belknap springs at that time too because they were kind of cattle farmers and there really wasn't a lot of big trees. It was mostly this whole hillside was oak savannas back in the 30s. Most of these fir trees grew since the 30s. Once the cows got off, then the trees grew. But there were little isolated patches of older bigger trees. But it's, you know, this is just something that happens after, you know, life changes, I guess, that's just the cycle – 10,000 years ago we were all a giant ice cube here. So anyway, I don't have a lot to ramble on about, but I just I just want

Public Testimony Regarding City of Monroe Surplus Property Sale

City Council Session September 27, 2021

to say that if you guys are selling, I would like to either buy it or trade it or whatever I could do to make a trade greater you guys keep whatever. Thank you.

Aryeh Frankfurter

Hello, my name is Aryeh Frankfurter. And I wasn't expecting to speak today, so this is a little bit impromptu. And I just wanted to share some background of a completely independent issue that I was working on with Monroe. Regarding the summer September 8 meeting, I was the one who basically conceptualized it and made it happen and I want you guys to succeed I know that you have a lot of problems and difficulties but a lot of potential here so it's, I'm in favor of good things happening. Having said that, subsequently, after the meeting, we have an opportunity to hopefully see a bit of money coming from federal and state resources. And those resources especially, correct me if I'm wrong, was the USDA specifically at that meeting said that they have grant and loan money available specifically for the project with regards to the SEC, and insofar as that this financial pressure is related to this issue, I just would like to suggest or encourage that we see how this revenue possibility will pan out I know political processes take a long time it's difficult things you know, get promised and then don't happen. But insofar as that whatever is going on and I appreciate nice from participation here in his proposals and very reasonable but it would be I think, we can be a little patient and just see how the revenue streams because the way I understood it from the meeting was that they could cover the \$5 million, that's not a lot for them is what they said. And so, we just have to get it we have to go through the process. So, as I said, well I want to say can we please look at that process let it play out a little bit. If it turns out that it's not happening, okay then, we can but a little patience might prove helpful in making the wisest choice. The other thing I want to mention is that I just was up at Oregon Gardens in Silverton It's fantastic. I mean, that's about two acres of some of the greatest piece of property in Oregon and I'm going to go back frequently. That's a pretty good idea.

Eliza Mason

Hi, my name is Elias Mason. I'm just opposed to the sale of both Kyle spring and Belknap spring. I think that the money that you could raise isn't really a lot enough to support your water maintenance. And, and these sites are at no cost to you keeping them and could be later developed for the community or the city has historical sites, I think it's awesome that there's old growth here in Monroe, and potentially good drinking water, fresh spring water, and just don't sell it.

Proposed 3% COLA Increase for City of Monroe Staff

| | Hours | Rate | |
|---------------------------|-------|---------|---------|
| | | Current | 3% COLA |
| City Administrator | 2,080 | 33.58 | 34.59 |
| Accounting | 2,080 | 22.50 | 23.18 |
| Administration | 2,080 | 22.50 | 23.18 |
| Utility II | 2,080 | 21.50 | 22.15 |
| Facilities/ Maint | 1,040 | 15.00 | 15.45 |

| Current Cost to City | Cost with 3% COLA |
|----------------------|-------------------|
| \$ 325,482.00 | \$ 333,913.00 |



Public Scoping Event

**Wednesday,
November 3,
2021**

From 4-5 p.m.

Continuing Authority Program (CAP) Long Tom 1135 Ecosystem Restoration Project



Join the meeting virtually or by calling in:

Link: [https://usace1.webex.com/usace1/j.php?](https://usace1.webex.com/usace1/j.php?MTID=mbecc28b83044eefa9931de952d8fce65)

[MTID=mbecc28b83044eefa9931de952d8fce65](https://usace1.webex.com/usace1/j.php?MTID=mbecc28b83044eefa9931de952d8fce65)

Meeting Information (Access Code): 2762 496 5934

Meeting Password: jaSHTZa\$633

Connect by Phone (US Toll Free): 1-844-800-2712

LEASE

BETWEEN: LANDLORD

BENTON COUNTY,
a political subdivision of the State of Oregon
110 SW 53rd Street
Corvallis, OR 97333

AND: TENANT

CITY OF MONROE,
664 Commercial Street/PO Box 486
Monroe, OR 97456

Landlord leases to Tenant the following described property ("Property") on the terms and conditions stated below:

Railroad right-of-way parcel of land located in the City of Monroe, between Ash Street and Cemetery Road; comprised of the following two tax lots.

Tax lot 14528DB04100 containing 3.92 acres (tax account number 421052).

Tax lot 14528DC03100 containing 2.77 acres (tax account number 421053).

1. OCCUPANCY

1.1 Term. The term of this Lease shall commence January 1, 2022 and shall terminate at midnight on December 31, 2120 (99 years), unless earlier terminated in accordance with Oregon Law or the provisions of this lease.

1.2 Possession. Tenant's right to possession and obligations under the Lease shall commence on January 1, 2022.

1.3 Landlord Termination. At any time and without cause, the Landlord shall have the right in its sole discretion, to terminate this lease by giving nine (9) months written notice to Tenant.

1.4 Transfer of Lease: Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other part has so consented.

2. RENT

2.1 Basic Lease Payment. Landlord agrees to lease said property to Tenant for a period of ninety-nine (99) years from January 1, 2022 to December 31, 2120, at \$1.00 per year to be paid as a lump sum of \$99.00 on January 1, 2022.

3. USE OF THE PREMISES

3.1 Permitted Use. The premises shall be used by Tenant as a city park and special event space, and for no other purpose or purposes without the Landlord's prior written consent.

4. RAILBANKING AND INTERIM TRAIL USE

4.1 Tenant acknowledges that the Property has been "rail banked" in accordance with 16 U.S.C. 1247(d) to protect this rail transportation corridor and preserve it for future reactivation of rail service. Benton County was approved as an Interim Trail User for the Property by the Surface Transportation Board ("STB") for the purpose of "railbanking" the Property. Benton County, as the Interim Trail User, is subject to certain "Railbanking Obligations."

4.2 Subject to the reactivation of the railbanked segments for rail service, the Tenant shall take, and shall exercise all action necessary to preserve the federal railbanked status of the railbanked segments.

4.3 Tenant shall not amend, modify or consent to a transfer or termination of Benton County's Interim Trail User status without the prior written consent of Benton County.

4.4 Benton County agrees to promptly notify Tenant if it becomes aware that the STB has received any request to reactivate rail service on all or any portion of the Property under the Railbanking legislation or if Benton County notifies the Tenant that it intends to terminate its Interim Trail User status.

4.5 Benton County and Tenant understand, acknowledge and agree that if the STB receives a request to reactivate or use all or any portion of the Property for rail service, such as by means of a petition for reactivation and/or vacation of the NITU, then Benton County and Tenant will cooperate in order to respond appropriately to the request to the STB, or any other applicable regulatory agency, governmental or quasi-governmental body having jurisdiction or any court.

4.6 Benton County and Tenant agree that if the STB receives a request for approval to use the Property for reactivated rail service, then Tenant will, if reactivation is required: (a) bear all costs to restore or improve the Property for

reactivated rail service, which may include removing structures, infrastructure, utilities, vegetation, water features, or other improvements; and (b) cooperate with Benton County to take all steps necessary to cause the relevant NITU to be vacated. Tenant shall bear all costs and expenses, without contribution or responsibility from Benton County, for the Property, or improvements thereon that may be destroyed, lost, compromised, or otherwise reduced in value or function when the Property or any portion of it is put to use for reactivated rail service.

5. REPAIRS AND MAINTENANCE

5.1 Tenant's Obligations. The following shall be the responsibility of Tenant:

(a) Tenant shall bear the financial burden and responsibility for all development, operation, and maintenance costs arising from use of the property. However, nothing in this clause precludes cooperative and cost-sharing arrangements between Landlord and Tenant which are determined by separate agreement to be of mutual benefit.

(b) Tenant agrees to submit to Landlord every five years, for its review, a report detailing development, operation and maintenance for the property during the previous five years and proposed plans for the next five-year period, to be presented to the Board of Commissioners by March 30 of every fifth year, starting in 2027.

(c) Tenant agrees to keep the property in a clean condition and maintain a rough mow of property to a total height of not more than twelve inches of all plant matter.

(d) Landlord shall have no obligation to provide the Property in any other condition than the current as-is/where-is condition, and shall have no obligation to provide any improvement allowance to Tenant.

5.2 Landlord's Interference with Tenant. Any repairs, replacements, alterations or other work performed on or around the leased property by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

5.3 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs, which are required, by this section, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together

with interest at the rate of five percent (5%) per annum from the date of expenditure by Landlord. Such expenditures by Tenant may be collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

5.4 Inspection of Premises. Landlord shall have the right to inspect the property at any reasonable time or times, with or without notice, to determine the necessity of maintenance or repair.

6. ALTERATIONS AND TENANT IMPROVEMENTS

6.1 Improvements. All improvements will be the responsibility of the Tenant. Improvements shall be classified as either building improvements or trade improvements.

Building improvements are defined as those changes or additions that are built into the property and add value to the facility. These improvements become permanently fixed to the facility and become property of the Landlord when the lease is terminated. This would include items such as parking lots, restrooms, installed signage, etc.

Trade improvements are defined as modifications that are directly related to the Tenant's use of the space. Items such as: special electrical modifications, canopies, etc. Trade items may be removed by Tenant, where removal would constitute no damage to the property.

6.2 Ownership of Alterations. All improvements and alterations performed on the leased property by either Landlord or Tenant shall be the property of Landlord when installed, except as specified in 5.1 above.

6.3 Reimbursement of Tenant Improvements. Costs for all improvements as per 5.1 shall be the responsibility of the Tenant.

6.4 Trade Improvements. There shall be no reimbursement for trade improvements.

7. INSURANCE

7.1 Insurance Required. Tenant shall keep the leased property insured at Tenant expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the premises against such risks but shall not be required to insure.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

8. DAMAGE AND DESTRUCTION

8.1 Partial Damage. If the leased property is partly damaged and Paragraph 7.2 below does not apply, the property shall be repaired by Tenant at Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant.

8.2 Destruction. If the leased property is destroyed or damaged such that the cost of repair exceeds 60% of the value of the property before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination. No reimbursement shall be made for building or trade improvements. If neither party elects to terminate, Tenant shall proceed to restore the leased property to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under control of Tenant.

9. EMINENT DOMAIN

9.1 Partial Taking. If a portion of the leased property is condemned and Paragraph 8.2 does not apply, the lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the leased property as are necessary to restore the remaining property to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the property in anticipation of taking.

(d) If a portion of Landlord's property not included in the leased premises is taken and severance damages are awarded on account of the

leased property, or an award is made for detriment to the leased property as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation to which Subparagraphs 8.1(a) and (c) apply.

9.2 Total Taking. If a condemning authority takes all of the leased property or a portion sufficient to render the remaining property reasonably unsuitable for the use which Tenant was then making of the property, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under Paragraph 8.1(a) above. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the leased property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section as a taking by condemnation.

10. LIABILITY AND INDEMNITY

10.1 Liens.

(a) Except with respect to activities, for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased property and shall keep the property free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost from Tenant. Any amount so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorneys fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Liability and Indemnification.

(a) **Definition of Losses.** In this Agreement the term, "Losses" shall include, but is not limited to, all damages, losses, costs, expenses, fees, or liabilities of, or in any way related to the following:

- i. Any violation of Applicable Laws, including, but not limited to, local ordinances, land use requirements or building code requirements;
- ii. Any damage to property, the environment, or to natural resources;
- iii. Any bodily injury or death of any person;
- iv. Any claim based on the Landlord's status as owner of the Property;
- v. Any claim based on Tenant's status as lessee of the Property;
- vi. Any claim against Landlord as a result of condemnation or inverse condemnation;
- vii. Any loss and damage claims occurring on the Property or for which any party hereto is determined to be liable; or
- viii. The breach of this Agreement.

(b) General Liability and Indemnity. To the extent consistent with Oregon law governing home-rule counties, Tenant shall indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, officers, employees, agents, contractors, successors, and assigns, from and against any and all Losses arising out of or connected with (1) any act or omission of Tenant, or its respective representatives, subcontractors, officers, employees, agents, or invitees in the performance of their respective duties and obligations under this Agreement, except in the event such Losses are caused solely by the negligence of Landlord; (2) Tenant's breach of, or from its failure to comply with any provision of this Agreement; or (3) liens, fines, penalties, or claims for which Tenant might be or become liable, or to which the Property or other property of Tenant or Landlord might be or become subject as a result of the acts or omissions of Tenant in the performance of their respective duties and obligations hereunder.

(c) Environmental Liability and Indemnity. The Parties agree Landlord makes no warranty or representation as to hazardous materials on or a part of the Property. Tenant will comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, hazardous waste, solid waste, and other pollution relating to the storage, transport, release, or disposal of hazardous materials, substances, waste, or other pollutants. To the extent consistent with federal or state law, Tenant shall not create or permit any condition on the Property or any real property or improvements used in

connection with the Property, or adjacent to the Property, that could present a threat to human health or to the environment, nor will Tenant dispose of any wastes of any kind, whether hazardous or not, on or adjacent to the leased premises. Tenant shall be responsible for, and shall indemnify, protect and hold harmless Landlord from, any and all Losses (including special, incidental, punitive or consequential) alleged to have been caused in whole or in part by any hazardous or dangerous condition resulting, in whole or in part, from Tenant's use of the Property or violation of any Applicable Laws related to the performance of services under this Agreement or related to the release of Hazardous Materials on the Property. Tenant shall bear the expense of all practices or work, preventive or remedial, which may be required because of their respective obligations under this Section. The Landlord shall be responsible for, and shall indemnify, protect and hold harmless Tenant from and against, any environmental conditions caused or created by Landlord prior to January 1, 2022. Landlord represents and warrants to Tenant that it does not have any knowledge of any Hazardous Materials on the Property, or any lack of compliance with any Applicable Laws related to the Property, prior to January 1, 2022. Tenant expressly agrees that the indemnification and hold harmless obligations assumed hereunder shall survive the termination or expiration of this Agreement. Statutory limitation periods on actions to enforce the obligations set forth herein shall not be deemed to commence until a party discovers, or reasonably should have discovered, any such environmental condition, and each hereby knowingly and voluntarily waives the benefit of any shorter limitation period. Tenant acknowledges that Landlord has provided it with full access to inspect the Property. Tenant will promptly furnish Landlord written notice of any and all (1) releases of hazardous wastes or substances of which it becomes aware of which occur during the term of the Agreement whenever such releases are required to be reported to any federal, state, or local authority, and (2) alleged water or air permit condition violations, and (3) any notification received by Tenant alleging any violation of any state, federal or local statute, ordinance, ruling, order or regulation pertaining to environmental protection and/or hazardous material, handling, transportation or storage. Tenant will also provide Landlord any and all reports made to any governmental agency which related to such releases or such alleged violations during the term of the Agreement.

(d) Hazardous Materials Handling. Tenant agrees to comply with all Applicable Laws and the terms of any Governmental Approvals concerning handling and disposal of Hazardous Materials subsequent to the Execution Date of this Agreement.

(e) Assumption of Defense. Upon written notice from Landlord, Tenant agrees to assume the defense of any lawsuit or other proceeding brought against Landlord by any person or entity for Losses relating to any matter covered by this Agreement for which Tenant has an obligation to indemnify, protect and hold harmless the Landlord hereunder and to pay all costs incident to such defense, including, but not limited to, attorneys' fees, court costs, litigation and appeal

expenses, settlement payments and amounts paid in satisfaction of judgments. This section shall survive termination of this Agreement.

10.3 Liability Insurance. Before going into possession of the premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry general liability, automobile and workers compensation insurance at Tenant's cost and in an amount that meets state minimum requirements or as required by Landlord, if no state minimum is specified. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under paragraph 9.2, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance, naming Landlord as an additional insured, and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

11. QUIET ENJOYMENT; MORTGAGE PRIORITY

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

11.2 Mortgage Priority. This lease is and shall be prior to any mortgage or deed of trust ("Encumbrances") recorded after the date of this lease and affecting the premises. However, if any lender holding such an Encumbrance requires that this lease be subordinate to the Encumbrance, then Tenant agrees that this lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that, so long as Tenant performs its obligations under this lease, no foreclosure, deed given in lieu of foreclosure, or sale pursuant to the terms of the Encumbrances, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.

11.3 Estoppel Certificate. Either party will, within twenty (20) days after notice from the other execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

12. ASSIGNMENT AND SUBLEASE

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

13. DEFAULT

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Tenant consists of two or more individual or business entities, the events of default specified in this paragraph 12.3 shall apply to each individual unless within ten (10) days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

14. REMEDIES ON DEFAULT

14.1 Termination. In the event of default, the lease may be terminated at the option of Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's

liability to Landlord for damages shall survive such termination, and Landlord may re-enter, take possession of the property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15. SURRENDER AT EXPIRATION

15.1 Condition of Premises. Upon expiration of the lease term, exercised Landlord termination or earlier termination on account of default, Tenant shall surrender the leased premises in as good or better condition than when Tenant took possession. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this paragraph shall be subordinate to the provisions of Section 7 related to destruction.

15.2 Fixtures.

(a) All fixtures placed upon the leased property during the term, other than Tenant's trade fixtures shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove, at its sole cost and expense, any or all fixtures which would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or termination of the lease term, Tenant shall, at its sole cost and expense, remove all trade fixtures which remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required. Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord shall either dispose of the property in any manner Landlord chooses, without notice to Tenant and Tenant shall have no further claim, right or interest in the property, or place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, disposal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by landlord.

16. MISCELLANEOUS

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after thirty (30) days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord.

16.6 Recordation. This lease shall not be recorded without the consent in writing of Landlord. At Tenant's written request, Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Tenant may record the memorandum.

16.7 Entry for Inspection. Landlord shall have the right to enter upon the property, with or without notice, at any time to determine Tenant's compliance with this lease, to make necessary repairs to the premises.

16.8 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum until paid.

16.9 Proration of Rent. In the event of termination of this lease at a time other than the end of the specified lease period, then the rent shall not be prorated as of the date of termination and no prepaid rent shall be refunded to Tenant or paid on its account.

17. ARBITRATION

17.1 Disputes to be Arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are located to appoint the required arbitrator.

17.2 Procedure for Arbitration. The arbitration shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Benton County. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

LANDLORD

BENTON COUNTY

Lynne McKee, NAPE
Director and Contracting Officer

Dated: _____

Approved as to form:

County Counsel

TENANT

CITY OF MONROE

Signature

Printed name

Dated: _____