

CITY COUNCIL NOTICE/AGENDA

Monday, September 23, 2024 at 6:00 P.M.
MONROE COMMUNITY CENTER, 605 MAIN ST., MONROE, OR 97456



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. Benton County Sheriff's Office Report (Sheriff Van Arsdall)
- 3.2. Presentation: Cascades West COG Annual Report (Ryan Vogt)
- 3.3. City Administrator Report (CA Martinenko)

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. **Resolution 2024-16** – A Resolution to Approve the 1135 Grant Project Agreement with US Army Corp of Engineers (CA Martinenko)
- 5.2. **Resolution 2024-17** – A Resolution to Approve a Memorandum of Understanding (MOU) with the Long Tom Watershed Council for 1135 Grant Coordination (CA Martinenko)
- 5.3. **Ordinance 2024-04** – First Reading. An Ordinance Establishing a Lodging Tax (CA Martinenko)
- 5.4. **Ad-Hoc Library Negotiations Advisory Committee** – Appoint Members (Mayor Sheets)
- 5.5. **Proclamation** – Honoring First Responders (Mayor Sheets)
- 5.6. **Proclamation** – VFW Day (Mayor Sheets)

6. OLD BUSINESS

- 6.1. Property Development Updates (CA Martinenko)
- 6.2. UGB Land Exchange Update (CA Martinenko)

7. CITY EVENTS & OTHER HAPPENINGS

7.1. City Events Calendar: <https://ci.monroe.or.us/administration/city-calendar/>

7.2. Upcoming 2024 City Events (Mayor Sheets)

- Every Thursday until October 3: Monroe Farmers' Market behind Silos Coffee Company (4 p.m. to 7 p.m.)
- Oct. 31, 2024: Halloween Spooktacular at City Hall (4:30 to 7:30 p.m.)
- Nov. 1-Dec. 31, 2024: Monroe Community Food Drive
- Nov. 9, 2024: Alpine Holiday Festival at Grade School (9 a.m. to 4 p.m.)
- Dec. 2-16, 2024: Monroe Community Toy Drive
- Dec. 14, 2024: Monroe Light Parade (7 p.m.)

7.3. Do You Have an Event to Share? Email: festivalsandevents@ci.monroe.or.us

8. OTHER BUSINESS

8.1. Committee Reports from Each Committee Chair:

- **Budget:** FY24-25 budget meetings have concluded; may resume quarterly
- **Economic Development:** October 10, 2024 at 6 p.m.
- **Finance & Personnel:** Next Meeting TBD
- **Ordinance:** Next Meeting TBD
- **Parks:** Next Meeting TBD
- **Public Works:** October 2, 2024 at 6 p.m. (Rescheduled)
- **City Council Work Session:** October 14, 2024 at 6 p.m.

8.2. Councilors' Comments

8.3. Mayor's Comments

9. ADJOURN

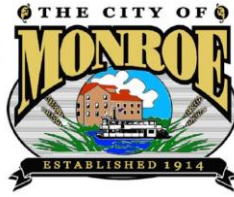
9.1. Next City Council Meeting is Monday, October 28, 2024 at 6 p.m. at the Monroe Community Center (MCC).

ZOOM MEETING INFORMATION

Zoom Link: <https://zoom.us/join>

Meeting ID: 820 7259 5766

Passcode: 083396



MONROE CITY COUNCIL MINUTES

August 26, 2024

6:00 PM

Monroe Community Center

1. **CALL TO ORDER:** Mayor Sheets called the City Council meeting to order at 6:04 P.M.

2. **ROLL CALL**

Present: Mayor Sheets; Councilors: Cuthbertson, Lindner, Myers, Ritch, Williams, Winther.

Staff present: City Administrator Steve Martinenko; Public Works Staff Mark Murray

3. **EXECUTIVE SESSION**

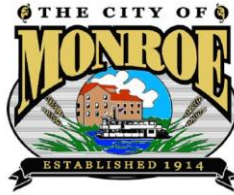
Mayor Sheets announced an Executive Session pursuant to ORS 192.660(2)(F); to consider information or records exempt from public inspection, particularly regarding the Monroe Community Library. The Mayor emphasized that the Executive Session is closed to the public, but any decisions or statements from the council following the session will be made in an open public session. Mayor Sheets noted the presence of a member of the media in the audience, confirming that they could remain to listen but not report the session. CA Martinenko informed those present on-line would be placed in an on-line meeting holding area until the Executive Session concluded.

4. **COUNCIL STATEMENT**

After the City Council returned from its executive session, Mayor Sheets stated that they had discussed options for the library with the City Attorney. Before moving to the public hearing, Mayor Sheets read a prepared statement on behalf of the City Council. The Mayor explained that the initial issue stemmed from the Intergovernmental Agreement (IGA) for library services, where Monroe sought to renegotiate the terms to include a cost-sharing arrangement for utilities and maintenance of the library portion of the building. Presently, Monroe citizens bear the cost of maintaining the entire building, despite it being used by the greater South Benton County community, which creates a financial burden on the city.

Mayor Sheets emphasized that Monroe lacks sufficient funding to maintain the building and would either have to reduce services or impose a fee that effectively requires Monroe citizens to pay twice: once through Benton County property taxes for library services and again through city funds for maintaining the library. The Mayor expressed the city's desire for a fair IGA where the library would be contained within its designated area, and the remaining building space, including the two conference rooms, would be available for city use without restrictions. Furthermore, the Mayor insisted that the costs of utilities and janitorial services for the library should be included in the library services provided by the City of Corvallis, which serves all residents benefiting from the library.

The Mayor went on to explain the complexities surrounding the negotiations, noting that after consultation with the City attorney, it became clear that the Property Use Easement for the Monroe Community Library takes precedence over the IGA. This easement, which dictates that the property is to be retained "forever for library purposes," has tied the city's hands, despite the city owning, insuring, cleaning, and maintaining the building.



The Mayor then referenced a May 2024 structural inspection of Monroe City Hall, which revealed that the terracotta brick construction made the building seismically unsafe. The recommendation was to demolish or relocate City Hall as soon as possible. The only structurally sound building owned by Monroe that could serve as a temporary or permanent City Hall is the Monroe Community Library. Mayor Sheets highlighted that sharing the library building with City Hall could maximize resources, allowing the city to maintain the building properly. Without this arrangement, the city would be forced to choose between ensuring a safe workspace for staff and citizens or continuing to support the building at additional cost.

The Mayor stated that the next step is to address the Property Use Easement, which may need to be updated or extinguished and returned to the original owner, believed to be the South Benton Community Enhancement Association. The city plans to work with the association and the City Attorney on this. Once the easement is resolved, negotiations can continue on the IGA with the City of Corvallis. The Mayor concluded by discussing the resolution to extend the current IGA from September 30, 2024, to December 31, 2024, to allow more time for review of new proposals and further negotiation.

The Mayor provided information on staying informed about the Council's work, noting that work sessions are held on the second Monday of each month, and regular Council meetings are on the fourth Monday. Citizens were encouraged to visit the city's website and Facebook page for schedules and updates. The Mayor also urged citizens to reach out directly via email for questions or call City Hall and arrange a meeting with him rather than relying on social media.

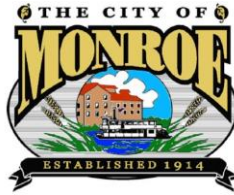
5. LIBRARY PUBLIC HEARING

Mayor Sheets began the public hearing on the library by stating that the public hearing would be conducted for the purpose of answering questions and providing clarification on issues regarding the Monroe Community Library. Mayor Sheets then invited the audience to ask questions, noting that any unanswered questions would be notated, and responses would be provided later. He acknowledged that Mr. Ayre Frankfurter, a representative for a group representing community interests in the audience, would speak later, but first asked if anyone not associated with Mr. Frankfurter would like to come forward.

Joe Evans, a resident of Alpine for over 30 years, expressed his feelings about the library, emphasizing that although it is located in Monroe, it serves the larger community, including areas like Bellfountain and Alpine. He recognized Monroe's responsibility for the library but stressed that the library belongs to the broader community. Mayor Sheets thanked Mr. Evans for his comments and reiterated that the focus of the hearing was to address questions, with a public comment period to follow.

Next, Theo Jones, who recently moved out of Alpine, inquired about the city's plans to raise funds for a new City Hall location. Mayor Sheets responded that there were no fundraising campaigns at the moment, as the city was still exploring options. Mr. Jones suggested that the community might be willing to help, noting past donations to build the library.

Clinton Falcon, another Alpine resident, asked whether a bond could be passed to expand the financial responsibility for the library beyond Monroe's city limits. Mayor Sheets acknowledged the possibility of a library service bond that would include surrounding areas, but explained that currently, property



taxes from Benton County fund the City of Corvallis, which provides the librarian and services, while the City of Monroe covers maintenance, janitorial services, and utilities.

With no other general questions, Mayor Sheets then called on Mr. Ayre Frankfurter to come forward. Mr. Frankfurter expressed his gratitude for the public statement made and requested a copy for further review. He emphasized that while the group's intention was to be helpful and hold the council accountable, they needed more information to effectively do so. Mr. Frankfurter introduced Roger Irvin, President of the SBCA, and Mayor Sheets invited Mr. Irvin to join Mr. Frankfurter at the microphone. Mr. Frankfurter then brought up concerns regarding the relationship between the Intergovernmental Agreement (IGA) and the easement. He sought clarification on why the easement was considered more significant than the IGA and asked for an explanation on how they were tied together.

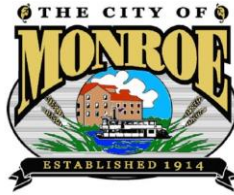
The City Attorney explained that the easement came first, followed by the IGA. The easement restricts the building to library use, while the IGA outlines obligations among the parties involved. Though they are separate, the easement's restrictions influence the IGA's applicability. The City Attorney further explained that the South Benton County Association (SBCA) still holds responsibility for enforcing the easement, and legal clarity is necessary before amending the IGA.

Following the explanation, Mr. Frankfurter questioned if the IGA could be extended, and if the City Council could work around the financial provisions included in the proposal from the library director. CA Martinenko confirmed that the council had the ability to extend the IGA, and discussions could take place regarding a possible extension. Mr. Frankfurter again expressed confusion over the seemingly contradictory statements about the separation and connection between the easement and the IGA. Councilor Williams acknowledged that the council had discussed the possibility of extinguishing the easement, but no decisions had been made. Mr. Frankfurter requested that any serious discussions regarding this issue be done transparently, with public engagement and not in executive sessions, to which some council members agreed.

The conversation shifted to the proposal from the Corvallis library director, Ashley Chavez. Mr. Frankfurter sought clarification on whether the proposal she provided addressed all concerns raised at the beginning of the process. Mayor Sheets noted that the council had received the proposal but had not yet reviewed it together. Mr. Frankfurter expressed frustration over recurring issues, and the council acknowledged that the process was complex and required further deliberation.

Library Director Chavez explained that the current draft proposal violated the easement and presented inequities in the library system. She suggested alternative ways to address the city's financial needs, such as fundraising, rather than altering the IGA. Councilor Lindner appreciated the offer to fundraise but emphasized the need to document any such arrangements in the IGA for the city's protection.

Councilor Williams added that while the financial aspect was a key factor, there were also concerns about liability and insurance related to events held at the library. City Administrator Martinenko confirmed that insurance documentation from Corvallis had been provided, addressing one of the council's concerns.



Mr. Frankfurter concluded by suggesting that a subgroup consisting of the City Council, SBCA, and the library work together, potentially with a mediator, to resolve the issues related to the IGA and easement. Councilor Lindner supported the idea and mentioned that the council had previously considered this option. With no further questions, Mayor Sheets closed the public hearing.

6. PUBLIC COMMENTS

Mayor Sheets opened the floor for public comments. The first speaker, Sandy Holloman, identified herself as a county resident who considers herself a constituent of Monroe due to the library's service to the entire county. As a trained librarian, she expressed her deep passion for the library and shared her involvement in establishing the Library Legacy Fund to support long-term financial needs for library maintenance, including projects like roof replacement. Although she does not reside within city limits, she stressed her ongoing financial support for the city and her commitment to its well-being.

Next, Michelle Bovie Emmett, another county resident, shared her willingness to contribute more taxes toward the library. She reviewed the proposed city budget and questioned the allocation of funds, specifically suggesting that the city cancel the Monroe Festival and reallocate its \$5,000 budget to address the library's maintenance needs. City Administrator Martinenko clarified that the current approved budget had eliminated funding for the Monroe Festival, redirecting those funds to the library for maintenance.

The following speaker, Evelyn Lee, echoed earlier sentiments, emphasizing the interconnectedness of the city and county communities. She highlighted the volunteer efforts of many county residents who contribute to the city's well-being and encouraged greater collaboration between city officials and the broader community. She concluded by expressing her appreciation for the council's work and encouraging them to continue their efforts.

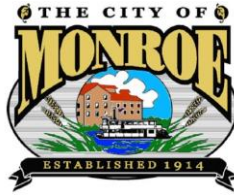
The final speaker, Jeannie Cuthbertson, a Monroe resident, addressed the tone of discourse within the community, urging kindness and positivity. She shared her personal experience of being the subject of negative attacks on social media, which had affected her family. Despite these challenges, she reiterated her commitment to the community and asked for patience and understanding as the council continues its work.

Following the comments, Mayor Sheets called for a short break, during which the video and audio feeds were temporarily paused.

7. STAFF REPORTS

7.1. Sheriff's Report. Sheriff Van Arsdall, attending remotely, noted that the council had his report in front of them and addressed concerns raised previously about speeding in certain areas, specifically mentioning that the radar trailer deployed on both Territorial and Orchard Road had confirmed high speeds.

Sheriff Van Arsdall thanked the Mayor and Council for postponing the First Responder Appreciation Day, acknowledging that it would have been difficult to hold this year. He expressed excitement for upcoming community events, including the Spooktacular and the Light Parade, and noted that staff members were already eager to participate. Additionally, he informed the



council that Captain Duffy had assigned school resource deputies for the year, ensuring coverage for Monroe schools.

Councilor Cuthbertson inquired about the radar trailer, noting its presence likely in preparation for the start of school. Sheriff Van Arsdall confirmed that it was a good reminder for drivers, especially given some of the extreme speeds recorded in the area. Councilor Cuthbertson then asked about a suspicious circumstance listed in the report for July 27 on Fifth Street. Sheriff Van Arsdall explained that he did not have further details but assured her that the matter had been handled by a deputy.

The Sheriff addressed further questions about permanent infrastructure solutions for speeding, such as digital speed signs or traffic cameras, as seen in Corvallis and Albany. He expressed a preference for personal interaction with drivers over impersonal ticketing through traffic cameras. He added that while the Sheriff's office uses license plate-reading technology in patrol vehicles and radar trailers, they currently do not issue tickets through automated systems.

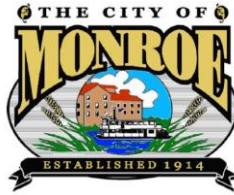
With no further questions, Mayor Sheets thanked Sheriff Van Arsdall for his time and report.

- 7.2. City Administrator's Report. City Administrator Martinenko highlighted that Public Works, with the help of a volunteer, had installed a new ADA-compliant toilet at the sheriff's substation, replacing an old, inadequate one. He also mentioned that Public Works is also in the process of installing 20 mph signs on Commercial, Main, and Kelly Streets.

CA Martinenko also discussed a zoning hearing related to the rezoning of a 12-acre area between Red Hills and the school. He explained that this area, previously zoned as GRB, would be converted to commercial zoning, and that most of the lots in the area were medium density, aligning with the existing development plans. He mentioned that most of the work involved is clean-up, and that the city is working with developers to address zoning and infrastructure issues, including mitigating wetlands in the area. In response to a question from Councilor Lindner about the area west of Red Hills, Martinenko clarified that the area in question is near North Eighth Street, where initial developments are underway. He detailed the need for fully paved streets, gutters, stormwater management, and engineered systems in the new developments, and noted the completion of soil tests.

Further discussing wetlands, Martinenko confirmed that developers would offset the loss of wetlands through the Mary's River Land Bank. He explained the land bank process and assured that wetland mitigation would not result in a net loss of wetlands. Martinenko also noted that Mr. Oaks, a property owner on Sixth Street, plans to partition his land for development, and he is working to ensure the easement is properly defined before proceeding. Additionally, he is collaborating with AKS Engineering on a multi-family housing project on Kelly Street, which will involve stormwater infrastructure funded through SDCs.

Councilor Lindner asked about a five-lot subdivision, and CA Martinenko confirmed the lot sizes as 5,500 square feet, in line with medium-density zoning. He also provided updates on real estate development, projecting that the city could see up to 52 new homes, which may necessitate reviewing the city's infrastructure, including the water plant and lagoons.



CA Martinenko continued his report by discussing grant applications. He plans to apply for the Small Community Allotment (SCA) from the state of Oregon to fund repairs on Main Street and is collaborating with the Council of Governments on a grant for a pedestrian bridge, which would improve connectivity and safety in the area. Councilor Cuthbertson inquired about parallel parking at the grade school, and Martinenko confirmed that work on grading and graveling the parking area is in progress. He also noted that the city will issue reminders to residents about parallel parking rules, as some residents have been parking at angles, causing safety concerns. CA Martinenko explained that parallel parking is currently required by city code, although diagonal parking could be considered in the future.

Councilor Myers raised concerns about parking on Sixth Street, where vehicles are sticking out into the street. Martinenko acknowledged this issue and mentioned it would be addressed as part of the city's ongoing efforts to manage parking and ensure safety.

Finally, CA Martinenko concluded his reported on surplus sales, mentioning that the city is considering using GovDeals, an online auction service, to sell surplus equipment and possibly land.

8. CONSENT AGENDA

Mayor Sheets then called for approval of bills, financials, and meeting minutes. CA Martinenko highlighted a \$30,193 payment made towards the city's annual water bond. He also mentioned the insurance is paid at the beginning of the fiscal year and while the payment was originally budgeted for \$28,900, the final total came to \$36,000. Additionally, Martinenko provided an explanation about a \$2,000 valve flush expense related to the city's lift station.

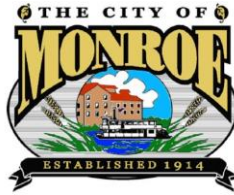
Councilor Ritch moved to pass the Consent Agenda, pay the bills, and approve the meeting minutes. Councilor Myers seconded the motion. With no further discussion or questions, Mayor Sheets called for a vote, and the consent agenda passed unanimously, with Councilors Myers, Ritch, Cuthbertson, Williams, Lindner, and Winther all voting in favor.

9. NEW BUSINESS

9.1. **Resolution 2024-13:** A resolution extending the effective date of Monroe's termination of its participation in the library IGA (Intergovernmental Agreement) with the City of Corvallis and Benton County. Councilor Myers promptly made a motion to accept Resolution 2024-13, which was seconded by Councilor Ritch.

Mayor Sheets opened the floor for discussion. Councilor Myers mentioned that while there was a suggestion to make the extension longer, he preferred to review the situation every three months, allowing the council flexibility to extend the agreement as needed. He also inquired whether the IGA would be discussed in the next work session, to which Mayor Sheets confirmed that it would, along with the easement.

Councilor Lindner added that involving a mediator, depending on availability, would be beneficial for the discussions. CA Martinenko mentioned that he would contact their attorney to find a suitable mediator, possibly a judge, and reach out to other involved parties such as Benton County and Corvallis.



The council then discussed the ideal timeframe for the extension. Councilor Cuthbertson expressed a preference for shorter terms, as it would ensure the issue remained a priority and prevent it from being delayed. Councilor Williams also noted that extending the resolution through the holiday season might not be ideal and suggested extending the term to January or possibly March.

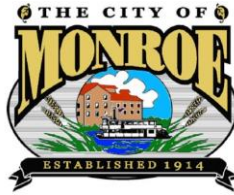
Further discussion ensued, with Councilor Myers advocating for a shorter term to keep the issue on the council's radar. Ultimately, it was agreed to extend the effective date through December 31, 2024. With no further comments or questions, Mayor Sheets called for a vote. The resolution passed unanimously, with Councilors Myers, Ritch, Cuthbertson, Williams, Lindner, and Winther all voting in favor.

- 9.2. **Ordinance 2024-03:** An Ordinance amending Monroe's Land Use Development Code to include and define accessory short-term rentals within the city. CA Martinenko explained that this ordinance follows the land use hearing from the previous month. It grants the authority to modify the city's land use code as per the hearing's approval, specifically adding Section 6.105, which addresses accessory short-term rentals. Martinenko clarified that this ordinance is one step in the process, with additional steps, including the development of a permitting process and a future ordinance establishing a lodging tax. He mentioned that the City had informed the Department of Land Conservation and Development (DLCD) of the amendment and confirmed the ordinance had been properly posted in time.

Councilor Ritch moved to pass Ordinance 2024-03, which was seconded by Councilor Williams. During discussion, Councilor Myers inquired about the timeline for the permitting process. Martinenko responded that the first set of permits would be ready to present at the next work session. He emphasized that the permitting process would be administrative and that residents could soon begin applying for short-term rental permits. However, the fee schedule for these permits had not yet been set, although Martinenko anticipated the fee would range between \$75 and \$125, covering staff time and administrative costs. He noted that the lodging tax would require additional coordination with the state, as the Department of Revenue would handle tax collection and distribution, retaining an administrative cut. Following this discussion, Mayor Sheets called for a vote, and the ordinance passed unanimously, with Councilors Myers, Ritch, Cuthbertson, Williams, Lindner, and Winther all voting in favor.

- 9.3. **Resolution 2024-14:** A resolution approving conditions for out-of-cycle accounts payable transactions. CA Martinenko provided further context, explaining that the resolution had been discussed during a previous work session. He noted that certain invoices, such as payroll processing through ADP and recurring expenses like Amazon, often have shorter payment terms (e.g., net 10 days) than the Council's usual approval schedule. Traditionally, all expenses were approved by the Council before payment, but given the shift toward online payments, Martinenko felt it was necessary to formalize a process where certain routine expenses could be paid out of cycle.

CA Martinenko emphasized that these out-of-cycle payments would only apply to routine or budgeted items. If an unexpected or non-routine purchase, such as a piece of equipment over



\$2,000, needed to be made, Martinenko assured the Council that approval would be sought first, even if funds were already allocated in the budget. The goal of the resolution was to maintain transparency with the Council, the public, auditors, and other stakeholders while giving staff, particularly the Accounting Specialist, the authority to manage routine payments efficiently.

Councilor Ritch moved to pass Resolution 2024-14, which was seconded by Councilor Williams. Mayor Sheets called for a vote. The resolution passed unanimously, with Councilors Myers, Ritch, Cuthbertson, Williams, Lindner, and Winther all voting in favor

10. OLD BUSINESS

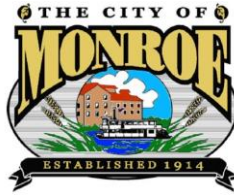
- 10.1. **1135 Project dam removal grant update.** CA Martinenko provided an overview of the situation, referencing a recent communication from the project manager concerning potential cost overruns during the construction phase of the dam removal project. He explained that the agreement includes a fixed dollar amount for the project, with a 75/25 cost share between the city and the project sponsor. If construction costs exceed the initial estimates, the city would still be responsible for its share of any overruns, which could range from \$250 to \$2,500 or more, depending on the total excess costs.

Martinenko described a "gating process," which involves multiple stages of review before finalizing costs. The first gate occurs after the initial estimates are provided, and the second gate is reached when bids are received. If the bids exceed estimates, a decision will be made about whether to proceed. The final gate pertains to contract modifications that may arise during construction. He emphasized that even with these gates, the risk of unexpected final bills remains, and he plans to review the agreement with legal counsel to ensure there are no hidden risks.

Councilor Lindner mentioned that she shared the information with John Greydanus, who was in attendance, and noted that the Long Tom Watershed Council has been actively involved in budgeting for potential project overruns, though not to the extent of 25%. Mr. Greydanus indicated that the Watershed Council is working to ensure proper oversight and regular assessments to prevent cost overruns.

Mr. Greydanus also discussed the importance of approaching the project as an economic development opportunity for the city, aiming to address ongoing concerns while maintaining open communication. He expressed his willingness to present a document summarizing key issues and seek further clarification on any remaining questions from the Council before the upcoming vote.

Councilor Williams inquired about the specific "guardrails" associated with each stage gate, seeking assurance that the city could pause the project if costs exceeded budget expectations. Greydanus reassured her that the project has a 35% contingency in the budget, and because the project can be completed in phases, it allows for greater flexibility in managing costs. Councilor Williams concluded by emphasizing the need for documented checks and balances to further reassure the Council about the project's management.



10.2. **Benton County Electric Vehicle (EV) Charger Grant.** CA Martinenko provided an overview, noting that Benton County had quickly secured a grant and was inquiring about the installation of charging stations in Monroe, particularly near the library. He expressed uncertainty regarding maintenance responsibilities and who would cover the cost of electricity for the chargers.

Mayor Sheets contributed to the discussion, sharing insights from a recent Main Street conference where he learned about the challenges faced by communities with EV chargers. He highlighted the high maintenance costs and the logistical issues of finding local technicians for repairs, emphasizing that the city may not have the financial capacity to support the initiative. He suggested that local businesses in Monroe might be interested in participating instead.

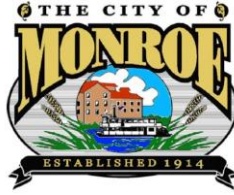
Martinenko further mentioned his conversation with Gary Stockoff, the Director of Public Works for Benton County, and suggested that he might reach out to nearby organizations like the Monroe Art Center to explore potential partnerships. He reiterated that while the installation could benefit economic development, the city would struggle to fund ongoing expenses unless there was external support for electricity and maintenance.

10.3. **City Hall.** CA Martinenko said he is in the process of exploring funding sources for a new City Hall, highlighting two potential paths: constructing a new building or leasing a modular unit, which could cost several thousand dollars per month. He mentioned the possibility of purchasing used units but emphasized that placement would still be required. Councilor Lindner questioned whether System Development Charges funds could be utilized, to which Martinenko confirmed that it is not considered capacity for this purpose. He explained that various creative ideas had been explored but that a decision must be made moving forward.

CA Martinenko noted plans to clean out and sell the Reader building area to prepare for a potential new installation. He pointed out that the building is in disrepair. Councilor Lindner added that parts of the building could be recycled, prompting Martinenko to suggest contacting a local individual who previously assisted in a similar project to dismantle the structure. The discussion continued with CA Martinenko emphasizing the active pursuit of this project and the need to sell materials from the Reader building to fund the next steps. Councilor Myers mentioned that there is approximately \$18,000 in the building reserve fund that had been allocated for the original demolition of the building.

Library Mediation. After the Old Business agenda was finished, Mayor Sheets initiated a discussion regarding the need for a motion to proceed with mediation, asking if a formal vote was required. CA Martinenko confirmed that a motion directing the council's decision to move forward with mediation was necessary. Councilor Ritch moved to direct city staff to collaborate with the city attorney in organizing mediation between the involved parties concerning the intergovernmental agreement (IGA) and the library easement. Councilor Williams seconded.

Following the motion, Mayor Sheets opened the floor for comments or questions before the vote. Councilor Myers inquired whether a projected dollar amount or timeframe should be included in the motion. CA Martinenko clarified that while they would work to gather this information, the staff would not be arranging the mediation directly. Instead, they would compile the necessary details and report back to the council, which would then approve any associated costs exceeding their budget for



legal services. CA Martinenko added that any task force or Ad Hoc Committee would be advisory and the Council would vote on any final decisions. With no further discussion, Mayor Sheets called for a vote. The motion passed unanimously, with Councilors Myers, Ritch, Cuthbertson, Williams, Lindner, and Winther all voting in favor.

11. CITY EVENTS

Mayor Sheets reminded the Council that the event calendar is available on the city website and highlighted upcoming events, including the farmers market, which runs every Thursday until October 3, from 4 PM to 7 PM. Additionally, she mentioned the Blackberry Jamboree at Heritage Hall, scheduled for this Friday from 4 PM to 8 PM. Regarding the First Responders Appreciation event, he indicated that it might be rescheduled due to conflicts but encouraged everyone to stay tuned for updates. Mayor Sheets also noted that the Halloween Spooktacular is confirmed for October 31, and mentioned tentative dates for the Community Food Drive on November 9, pending confirmation from the Alpine Holiday Festival organizers. he shared that the Community Toy Drive is set for December, with the Monroe Light Parade scheduled for December 14, 2024.

12. OTHER BUSINESS

12.1. **Committee Reports.** Mayor Sheets briefly summarized committee reports. he indicated that the budget discussions were largely concluded but might be revisited if necessary. The next Economic Development meeting is scheduled for September 12 at 6 PM, and noted the need for a Finance and Personnel meeting to address ongoing hiring efforts for a utility worker. CA Martinenko confirmed that job postings have gone live. The Parks committee's meeting date is yet to be determined, but they are actively working on updating the Parks Master Plan. Public Works will meet on September 18, and the next City Council work session is set for September 9.

12.2. **Councilor Comments.** Councilor Myers expressed his appreciation for the positive and engaging meeting, noting good public response and fruitful discussions, which he felt provided a positive outlook. Councilor Williams echoed this sentiment, and Councilor Cuthbertson added that it was refreshing to leave the meeting feeling positive. Mayor Sheets thanked everyone for their contributions.

13. ADJOURNMENT. With no further comments, Mayor Sheets adjourned the meeting at 9:02 PM.

Approved by Council Action on September 23, 2024

Mayor Dan Sheets _____ Date: _____

Attest: _____
Steve Martinenko, City Recorder

ACCOUNTS PAYABLE

City Of Monroe

Time: 16:22:50 Date: 09/19/2024

As Of: 10/31/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
4180	08/27/2024	09/20/2024	297 AT&T Mobility	65.78	Invoice 09052024
	510 00 31 1007	Telephone and Internet	100 300 510 General Adminis	5.41	Public Works Cell Phone- 25% GA
	510 00 31 1007	Telephone and Internet	100 300 510 General Adminis	30.88	City Admin Cell Phone-70% GA
	534 00 42 6011	Utilities- Telephone & Inte	601 450 534 Water Treatment	6.62	City Admin Cell Phone-15% Water
	542 00 31 2011	Utilities	201 400 500 Public Works Fui	10.83	Public Works Cell Phone- 50% Public Works
	580 00 04 6009	Utilities- Telephone & Inte	610 100 535 Sewer Fund	5.42	Public Works Cell Phone- 25% Sewer
	580 00 04 6009	Utilities- Telephone & Inte	610 100 535 Sewer Fund	6.62	City Admin Cell Phone-15% Sewer
4155	08/08/2024	09/11/2024	517 Amazon Capital Services	2,013.83	Inv# 13G4-X34R-QKQW, 1MYM-KMDJ-7H93, IXRP-WYHL-H4CF, 1GYD-3HTD-D7JD, Q1ORDER
	510 00 31 1001	Operating Supplies	100 300 510 General Adminis	8.99	Signature tabs-GA- Operating Supplies
	510 00 31 1001	Operating Supplies	100 300 510 General Adminis	42.72	GOJO hand cleaner for City hall
	542 00 31 2010	Operating Supplies	201 400 500 Public Works Fui	6.49	Operating Supplies- D shakle
	542 00 31 2016	Tools And Equipment	201 400 500 Public Works Fui	442.80	PW Tools and equipment- post pounder, Safety gas cans
	542 00 42 2012	City Hall- Janitorial Suppli	201 400 577 Public Works Fui	7.10	Floor Mop Pads, X-Large Gloves- City Hall Janitorial
	542 00 43 2015	Library- Janitorial Supplies	201 400 572 Public Works Fui	12.51	Floor Mop Pads, X-Large Gloves- Library Janitorial
	542 00 45 2013	MCC- Janitorial Supplies	201 400 575 Public Works Fui	1.25	Floor Mop Pads, X-Large Gloves- MCC Janitorial
	542 00 46 2010	Parks- Operating Supplies	201 400 576 Public Works Fui	107.97	Dog Poop Bags
	594 00 60 6012	Equipment	601 450 594 Water Treatment	1,384.00	WTP Equipment for testing
4167	08/30/2024	09/23/2024	14 Benton County Finance Office	48.00	Baugh, Doney and Nissen Pd in full- \$16 each August 2024
	521 00 50 1000	Court State And County A:	100 300 521 General Adminis	48.00	\$16 County assessment fines x 3 Qty pd in full
4179	08/30/2024	09/23/2024	12 Benton County	454.00	Invoice #s 4965 & 4967
	542 00 31 2050	Street Signage	205 205 534 Street Fund	454.00	Street Signage
4183	09/06/2024	09/23/2024	26 Cascade Columbia Distribution Co	406.25	Inv \$# 905417- Sodium Hypochlorite 3.75/gal, Drum Return Cr 450.00
	534 00 49 6011	Chemicals	601 450 534 Water Treatment	631.25	WTP Chemicals & Environmental Surcharge
	534 00 49 6017	Container Deposit	601 450 534 Water Treatment	-225.00	Container deposit Refund- WTP
	534 00 49 6017	Container Deposit	601 450 534 Water Treatment	225.00	Container deposit- WTP
	580 00 04 6025	Container Deposit	610 100 535 Sewer Fund	-225.00	Container deposit Refund- WWTP
4184	09/19/2024	10/10/2024	28 City County Insurance Services	2,627.09	October 2024 Medical and Dental benefits- PIA
	510 00 22 1000	Health Insurance	100 200 510 General Adminis	849.27	GA- Health Insurance October 2024

ACCOUNTS PAYABLE

City Of Monroe

Time: 16:22:50 Date: 09/19/2024

As Of: 10/31/2024

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 00 49 1008	Court Clerk Health Insurar		100 300 521 General Adminis	25.74	Court Clerk- Health Insurance October 2024
534 00 31 6022	Health Insurance		601 450 534 Water Treatment	749.34	Water-Health Insurance October 2024
534 00 31 6041	Health Insurance		609 609 531 Storm Fund	135.46	Storm- Health Insurance October 2024
542 00 22 2010	Health Insurance		201 300 500 Public Works Fu	63.44	PW- Health Insurance October 2024
542 00 31 6031	Health Insurance		205 300 500 Street Fund	92.57	Streets- Health Insurance October 2024
580 00 03 6007	Health Insurance		610 100 535 Sewer Fund	711.27	Sewer- Health Insurance October 2024
4175	09/01/2024	09/23/2024	419	500.00	Contracted Water Plant Op fees September
534 00 41 6013	Contracted Plant Operatio		601 450 534 Water Treatment	500.00	Contracted Water Plant Op fees September
4182	09/13/2024	09/23/2024	31	175.70	Statement- Tank Rental Fee 2024
542 00 42 2015	City Hall- Propane		201 400 577 Public Works Fu	175.70	Statement- Tank Rental Fee 2024
4177	08/27/2024	09/23/2024	36	902.00	Invoice #s 24-26423, 24-25462, VEI0012, VEF0017, 24-22892
534 00 49 6010	Outside Testing		601 450 534 Water Treatment	780.00	Dist-A Water Testing
580 00 04 6018	Outside Testing		610 100 535 Sewer Fund	122.00	Monroe Influent Testing
4181	08/31/2024	09/23/2024	429	4,150.00	Inv No. 70348- Library and Terrill- 7/16-7/31/2024. Inv No. 70568 -Terrill & Library attorney Fees 8/12/2024-8/26/2024 Matter No. 08-0191-001, Invoice No. 70569 Matter No. 08-0191-002 Planning
510 00 31 1006	Attorney Fees		100 300 510 General Adminis	1,300.00	Library 8/12/24- LJC .6 hrs & RMW .4 hrs; 8/14/2024- LJC .4 hrs; 8/15/2024- LJC .5 hrs; 8/20/2024- LJC .2 hrs; 8/21/2024- LJC .4 hrs; 8/23/2024- LJC .3 hrs; 8/26/2024- LJC .9 hrs and 1.5 hrs (executiv
510 00 31 1006	Attorney Fees		100 300 510 General Adminis	775.00	Terrill- 8/20/2024- LJC 1.20 hrs to prepare documents to be signed by judge; 8/26/2024- LJC 1.90 hrs to review and send final signed Terrill Judgment, review municipal code for assessment of costs,etc
510 00 31 1006	Attorney Fees		100 300 510 General Adminis	1,050.00	Planning 8/1/24-VLC supplemental judgment- 3.80 hrs; 8/7/2024- VLC-Statement of Attorney Fees .3 hrs; 8/13/2024- VLC- Corrected Judgment and Money Order .1 hrs

ACCOUNTS PAYABLE

City Of Monroe

Time: 16:22:50 Date: 09/19/2024

As Of: 10/31/2024

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
510 00 31	1006	Attorney Fees	100 300 510 General Adminis	1,025.00	Library and Terrill- 7/16/24-LJC .2 hrs; 7/22/24- LJC 1.40 hrs; 7/30/24-LJC .8 hrs; 7/31/24- LJC .4 hrs & VLC 1.30 hrs
4168	08/30/2024	09/23/2024	72 Oregon Department of Revenue	200.00	Oregon Dept of Revenue- 4 x \$50 court Assessment fees. Chappell, Baugh, Doney and Nissen
521 00 50	1000	Court State And County A:	100 300 521 General Adminis	200.00	State Assessment fee \$50 x 4 Chappell, Baugh, Doney and Nissen
4178	09/01/2024	09/12/2024	177 Oregon PERS	3,683.79	ACH Pmt for August Payroll PERS, Inv 1726472 Accrued Earnings from Laurie Eastridge on 8/9/24 transaction for pay date 1/11/24
510 00 21	1000	PERS Retirement	100 200 510 General Adminis	1,217.15	PERS Retirement- GA
521 00 49	1007	Court Clerk PERS	100 300 521 General Adminis	26.90	PERS Retirement- Court
534 00 31	6021	PERS Retirement	601 450 534 Water Treatment	936.58	PERS Retirement- Water
534 00 31	6040	PERS Retirement	609 609 531 Storm Fund	147.03	PERS Retirement- Storm
542 00 21	2010	PERS Retirement	201 300 500 Public Works Fu	408.14	PERS Retirement- PW
542 00 21	2025	PERS Retirement	205 300 500 Street Fund	102.20	PERS Retirement- Streets
580 00 03	6006	PERS Retirement	610 100 535 Sewer Fund	845.79	PERS Retirement- Sewer
4166	08/25/2024	09/24/2024	479 Pitney Bowes	648.95	Invoice 1025943269 Quarterly Rental Charges and CR082024 Credit line postage
510 00 31	1000	Postage	100 300 510 General Adminis	148.95	Rental Charges
510 00 31	1000	Postage	100 300 510 General Adminis	155.94	GA Planning letters, Court letters, AP-226 Qty at .69
534 00 31	6024	Postage and Mailing	601 450 534 Water Treatment	161.71	Water Postage
534 00 36	2016	Postage and Mailing	609 609 531 Storm Fund	20.64	Storm Postage
580 00 04	6004	Postage and Mailing	610 100 535 Sewer Fund	161.71	Sewer Postage
4174	09/01/2024	09/23/2024	430 Scholz, Chuck	1,500.00	September Contracted Plant Op Fees- Sewer
580 00 04	6007	Contracted Plant Operatio	610 100 535 Sewer Fund	1,500.00	

Report Total: 17,375.39

Fund	
100 General Administration Fund	6,909.95
201 Public Works Fund	1,236.23
205 Street Fund	648.77

ACCOUNTS PAYABLE

City Of Monroe

Time: 16:22:50 Date: 09/19/2024

As Of: 10/31/2024

Page: 4

Accts
Pay # Received Date Due Vendor Amount Memo

601 Water Treatment Fund	5,149.50
609 Storm Fund	303.13
610 Sewer Fund	3,127.81

This report has been reviewed by:



9/19/24

REMARKS:

Signature & Title

Date

Reviewed
Signature:  Title: CA
Date: 9-19-24

ACCOUNTS PAYABLE PAID

City Of Monroe

Time: 16:23:09 Date: 09/19/2024

08/27/2024 To: 10/31/2024

Page: 1

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
4165	08/30/2024	2025	375	853	ADP, ADP Tax Services	22,122.83	ADP Payroll & Taxes for August 2024 Payroll
4171	09/06/2024	2025	417	853	ADP, ADP Tax Services	198.52	August 2024 payroll Processing
4123	08/30/2024	2025	376	517	Amazon Capital Services	1,345.78	Invoice # 1N6H-G77P-YKTQ, 1W6X-KJXK-9CLD, 1M7H-7MMJ-GWN7, 1PHJ-TW3H-XHTP, 1H13-YYCN-R7CD, 1RFM-PM99-W1YP, 16TL-7QPT-49QP & 1WJH-77WV-C4DK
4172	09/03/2024	2025	416	217	Chase Paymentech	103.85	Partial Month Merchant services
4160	09/06/2024	2025	418	28	City County Insurance Services	2,627.09	September 2024 Medical/Dental Benefits- PIA
4169	09/13/2024	2025	452	60	Monroe Telephone	265.83	Phone, Internet and Fax charges for 9/1 to 9/30/2024
4163	08/28/2024	2025	365	177	Oregon PERS	106.78	Past due amount for January 2021- L. Eastridge
4170	09/17/2024	2025	457	76	Pacific Power	3,414.59	Pacific Power August 2024 bill
4156	09/09/2024	2025	414	191	USDA	30,193.00	USDA Revenue Bond Payment
4162	09/09/2024	2025	415	94	Umpqua Bank Cardmember Services	3,955.97	Umpqua CC Charges 7/16-8/14/2024 August 2024
4173	09/10/2024	2025	425	468	WECO	195.83	Invoice # CP-00281073
4176	09/06/2024	2025	419	201	Xpress Bill Pay	290.03	Inv: INV-XPR015236 for August 2024
Total:						64,820.10	


This report has been reviewed by:


9/19/24

REMARKS:

Signature & Title

Date

Reviewed
 Signature:  Title: CA
 Date: 9-19-24

Preview payroll

 [Need Help](#)

Cash required
\$19,302.70

Monthly
Sep 1, 2024 → Sep 30, 2024

Payroll dates

Check date **Tue, Oct 1, 2024**

People

4 Employees
0 Contractors

Delivery address

Payroll address ⓘ
664 Commercial St
Edit ✎

Employee name	Type	Total hours	Gross pay	Taxes	Deductions	Net pay	Employer taxes
Totals		547.33	\$17,608.25	\$3,408.86	\$96.44	\$14,102.95	\$1,790.89

Payrun total: **\$19,399.14** Cash required: **\$19,302.70**

Reviewed

Signature:  Title: CA

Date: 9-19-24

TREASURER'S REPORT

Fund Totals

City Of Monroe

Time: 16:25:28 Date: 09/19/2024

09/01/2024 To: 09/30/2024

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
100 General Administration Fund	121,962.83	960.95	1,533.37	121,390.41	3,678.47	0.00	-960.95	124,107.93
201 Public Works Fund	105,289.44	883.35	1,317.30	104,855.49	9,749.81	0.00	-951.44	113,653.86
205 Street Fund	57,339.72	4,457.97	3,883.26	57,914.43	4,643.48	0.00	-4,457.97	58,099.94
300 Water Revenue Bond	33,949.81	0.00	30,193.00	3,756.81	30,193.00	0.00	0.00	33,949.81
302 GOB Phase II	5,857.52	0.00		5,857.52	0.00	0.00	0.00	5,857.52
400 Equipment Reserve Fund	14,869.80	0.00		14,869.80	0.00	0.00	0.00	14,869.80
401 Building Reserve Fund	31,083.80	0.00		31,083.80	0.00	0.00	0.00	31,083.80
402 Park Reserve Fund	22,662.18	0.00		22,662.18	0.00	0.00	0.00	22,662.18
403 Water Reserve Fund	65,935.88	0.00		65,935.88	0.00	0.00	0.00	65,935.88
404 Sewer Reserve Fund	76,531.57	0.00		76,531.57	0.00	0.00	0.00	76,531.57
405 Capital Improvement Reserve Fund	34,387.69	0.00		34,387.69	0.00	0.00	0.00	34,387.69
406 Water Revenue Bond Reserve Fund	30,193.00	0.00		30,193.00	0.00	0.00	0.00	30,193.00
407 Water System Capital Improvement Fund	18,223.92	441.25		18,665.17	1.94	0.00	-494.65	18,172.46
408 City Events Reserve Fund	6,743.95	0.00		6,743.95	0.00	0.00	0.00	6,743.95
507 Park System Development Fund	25,630.18	0.00		25,630.18	0.00	0.00	0.00	25,630.18
508 Sewer System Development Fund	398,468.34	0.00		398,468.34	0.00	0.00	0.00	398,468.34
509 Street System Development Fund	80,156.32	0.00		80,156.32	0.00	0.00	0.00	80,156.32
510 Storm System Development Fund	82,819.87	0.00		82,819.87	0.00	0.00	0.00	82,819.87
511 Water System Development Fund	489,892.70	0.00		489,892.70	0.00	0.00	0.00	489,892.70
601 Water Treatment Fund	304,370.23	17,215.23	2,658.19	318,927.27	17,774.56	0.00	-18,747.96	317,953.87
609 Storm Fund	27,195.64	1,406.67	193.50	28,408.81	806.39	0.00	-1,539.21	27,675.99
610 Sewer Fund	126,927.54	8,078.23	1,381.12	133,624.65	15,500.05	0.00	-8,902.82	140,221.88
900 Customer Deposit Fund	5,142.86	300.00	172.49	5,270.37	134.80	0.00	-227.51	5,177.66
	2,165,634.79	33,743.65	41,332.23	2,158,046.21	82,482.50	0.00	-36,282.51	2,204,246.20

TREASURER'S REPORT

Account Totals

City Of Monroe

Time: 16:25:28 Date: 09/19/2024

09/01/2024 To: 09/30/2024

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Umpqua Bank	72,185.77	32,617.39	41,244.71	63,558.45	-34,448.54	82,482.50	111,592.41
3	Xpress EFT Returns	0.00	-72.49	0.00	-72.49	72.49	0.00	0.00
6	Xpress Online Banking	2,042.92	7,111.23	6,000.00	3,154.15	-7,906.46	6,000.00	1,247.69
Total Cash:		<u>74,228.69</u>	<u>39,656.13</u>	<u>47,244.71</u>	<u>66,640.11</u>	<u>-42,282.51</u>	<u>88,482.50</u>	112,840.10
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
2	LGIP	2,091,406.10	0.00	0.00	2,091,406.10	0.00	0.00	2,091,406.10
Total Investments:		<u>2,091,406.10</u>	<u>0.00</u>	<u>0.00</u>	<u>2,091,406.10</u>	<u>0.00</u>	<u>0.00</u>	2,091,406.10
		<u>2,165,634.79</u>	<u>39,656.13</u>	<u>47,244.71</u>	<u>2,158,046.21</u>	<u>-42,282.51</u>	<u>88,482.50</u>	2,204,246.20

TREASURER'S REPORT
Fund Investments By Account

City Of Monroe

Time: 16:25:28 Date: 09/19/2024

09/01/2024 To: 09/30/2024

Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
100 000 General Fund	190,689.41					190,689.41
201 000 Public Works Fund	276,301.45					276,301.45
205 000	223.82					223.82
300 000 Water Revenue Bond	16,756.90					16,756.90
302 000 GOB Phase II	214,650.07					214,650.07
400 000 Equipment Reserve Fund	57,672.67					57,672.67
401 000 Building Reserve Fund	31,186.59					31,186.59
402 000 Park Reserve Fund	21,189.69					21,189.69
403 000 Water Reserve Fund	33,831.32					33,831.32
404 000 Sewer Reserve Fund	92,637.19					92,637.19
405 000 Capital Improvement Reserve Fund	31,814.97					31,814.97
407 000 Water System Capital Improvement Fund	7,669.64					7,669.64
408 000 City Events Reserve Fund	1,743.95					1,743.95
507 000 Park System Development Fund	34,759.71					34,759.71
508 000 Sewer System Development Fund	352,006.45					352,006.45
509 000 Street System Development Fund	72,287.82					72,287.82
510 000 Storm System Development Fund	74,112.50					74,112.50
511 000 Water System Development Fund	434,902.34					434,902.34
601 000 Water Treatment Fund	142,793.83					142,793.83
609 000	223.82					223.82
610 000 Sewer Fund	4,093.17					4,093.17
2 - LGIP	2,091,547.31	0.00	0.00			2,091,547.31
	2,091,547.31	0.00	0.00			2,091,547.31

TREASURER'S REPORT
Fund Investment Totals

City Of Monroe

09/01/2024 To: 09/30/2024

Time: 16:25:28 Date: 09/19/2024

Page: 4

Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
100 General Administration Fund	190,689.41					190,689.41	-69,299.00
201 Public Works Fund	276,301.45					276,301.45	-171,445.96
205 Street Fund	223.82					223.82	57,690.61
300 Water Revenue Bond	16,756.90					16,756.90	-13,000.09
302 GOB Phase II	214,650.07					214,650.07	-208,792.55
400 Equipment Reserve Fund	57,672.67					57,672.67	-42,802.87
401 Building Reserve Fund	31,186.59					31,186.59	-102.79
402 Park Reserve Fund	21,189.69					21,189.69	1,472.49
403 Water Reserve Fund	33,831.32					33,831.32	32,104.56
404 Sewer Reserve Fund	92,637.19					92,637.19	-16,105.62
405 Capital Improvement Reserve Fund	31,814.97					31,814.97	2,572.72
406 Water Revenue Bond Reserve Fund						0.00	30,193.00
407 Water System Capital Improvement Fund	7,669.64					7,669.64	10,995.53
408 City Events Reserve Fund	1,743.95					1,743.95	5,000.00
507 Park System Development Fund	34,759.71					34,759.71	-9,129.53
508 Sewer System Development Fund	352,006.45					352,006.45	46,461.89
509 Street System Development Fund	72,287.82					72,287.82	7,868.50
510 Storm System Development Fund	74,112.50					74,112.50	8,707.37
511 Water System Development Fund	434,902.34					434,902.34	54,990.36
601 Water Treatment Fund	142,793.83					142,793.83	176,133.44
609 Storm Fund	223.82					223.82	28,184.99
610 Sewer Fund	4,093.17					4,093.17	129,531.48
900 Customer Deposit Fund						0.00	5,270.37
	2,091,547.31					2,091,547.31	66,498.90

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

2,158,046.21

TREASURER'S REPORT

Outstanding Vouchers

City Of Monroe

09/01/2024 To: 09/30/2024

As Of: 09/30/2024 Date: 09/19/2024

Time: 16:25:28 Page: 5

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	332	08/23/2024	Tr Rec	1		Woods, Paul	-100.00	Refund of \$100 for sufficient park cleaning
2025	370	08/29/2024	Util Pay	1		Xpress Bill Pay	671.76	Xpress Import - CC - 08-29-2024__daily_batch.csv
2025	372	08/30/2024	Util Pay	1		Utility Customer	461.59	
2025	373	08/30/2024	Util Pay	1		Utility Customer	373.14	
2025	377	08/30/2024	Util Pay	1		Xpress Bill Pay	197.44	Xpress Import - CC - 08-30-2024__daily_batch.csv
2025	379	08/31/2024	Util Pay	1		Xpress Bill Pay	227.22	Xpress Import - CC - 08-31-2024__daily_batch.csv
2025	435	09/01/2024	Util Pay	1		Xpress Bill Pay	175.42	Xpress Import - CC - 09-01-2024__daily_batch.csv
2025	381	09/02/2024	Util Pay	1		Xpress Bill Pay	214.18	Xpress Import - CC - 09-02-2024__daily_batch.csv
2025	383	09/03/2024	Util Pay	1		Utility Customer	486.47	
2025	385	09/03/2024	Tr Rec	1		Feldman, Michelle	330.00	18 classes at \$15 and \$60 Refundable deposit
2025	387	09/03/2024	Util Pay	1		Utility Customer	178.34	
2025	389	09/03/2024	Util Pay	1		Xpress Bill Pay	830.94	Xpress Import - CC - 09-03-2024__daily_batch.csv
2025	388	09/04/2024	Util Pay	1		Utility Customer	1,121.63	
2025	392	09/04/2024	Tr Rec	1		Frankfurter, Aryeh	25.00	Records Request
2025	393	09/04/2024	Util Pay	1		Xpress Bill Pay	304.73	Xpress Import - CC - 09-04-2024__daily_batch.csv
2025	396	09/05/2024	Tr Rec	1		Amazon Capital Services	84.97	Refunds for Return of items
2025	397	09/05/2024	Util Pay	1		Utility Customer	1,269.17	
2025	398	09/05/2024	Util Pay	1		Xpress Bill Pay	1,385.68	Xpress Import - CC - 09-05-2024__daily_batch.csv
2025	402	09/06/2024	Util Pay	1		Utility Customer	475.45	
2025	403	09/06/2024	Util Pay	1		Utility Customer	460.18	
2025	404	09/06/2024	Util Pay	1		Xpress Bill Pay	92.97	Xpress Import - CC - 09-06-2024__daily_batch.csv
2025	406	09/07/2024	Util Pay	1		Xpress Bill Pay	323.90	Xpress Import - CC - 09-07-2024__daily_batch.csv
2025	409	09/08/2024	Util Pay	1		Utility Customer	698.04	
2025	411	09/09/2024	Deposit	1		Umpqua Bank	3,000.00	Transfer from Xpress bill pay to Umpqua Bank
2025	412	09/09/2024	Util Pay	1		Utility Customer	489.55	
2025	413	09/09/2024	Util Pay	1		Utility Customer	393.85	
2025	420	09/09/2024	Util Pay	1		Utility Customer	100.00	
2025	422	09/09/2024	Util Pay	1		Xpress Bill Pay	636.95	Xpress Import - CC - 09-09-2024__daily_batch.csv
2025	423	09/10/2024	Util Pay	1		Utility Customer	502.52	
2025	424	09/10/2024	Util Pay	1		Utility Customer	145.84	
2025	426	09/10/2024	Util Pay	1		Xpress Bill Pay	572.54	Xpress Import - CC - 09-10-2024__daily_batch.csv
2025	429	09/11/2024	Util Pay	1		Utility Customer	1,363.44	
2025	430	09/11/2024	Tr Rec	1		State of Oregon OLCC	888.64	OLCC Tax 07/31/2024
2025	431	09/11/2024	Util Pay	1		Utility Customer	291.78	
2025	432	09/11/2024	Util Pay	1		Xpress Bill Pay	101.31	Xpress Import - CC - 09-11-2024__daily_batch.csv
2025	437	09/12/2024	Util Pay	1		Utility Customer	549.22	
2025	438	09/12/2024	Util Pay	1		Utility Customer	749.98	
2025	439	09/12/2024	Util Pay	1		Xpress Bill Pay	325.62	Xpress Import - CC - 09-12-2024__daily_batch.csv
2025	440	09/13/2024	Util Pay	1		Utility Customer	594.50	

TREASURER'S REPORT

Outstanding Vouchers

City Of Monroe

09/01/2024 To: 09/30/2024

As Of: 09/30/2024 Date: 09/19/2024

Time: 16:25:28 Page: 6

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	441	09/13/2024	Util Pay	1		Utility Customer	373.96	
2025	442	09/13/2024	Util Pay	1		Xpress Bill Pay	293.30	Xpress Import - CC - 09-13-2024__daily_batch.csv
2025	446	09/15/2024	Util Pay	1		Xpress Bill Pay	153.05	Xpress Import - CC - 09-15-2024__daily_batch.csv
2025	448	09/15/2024	Util Pay	1		Utility Customer	460.01	Payments received over weekend
2025	450	09/16/2024	Deposit	1		Umpqua Bank	3,000.00	Transfer from Xpress bill pay to Umpqua
2025	451	09/16/2024	Util Pay	1		Utility Customer	1,142.66	
2025	453	09/16/2024	Util Pay	1		Utility Customer	100.00	
2025	455	09/16/2024	Util Pay	1		Xpress Bill Pay	202.01	Xpress Import - CC - 09-16-2024__daily_batch.csv
2025	461	09/17/2024	Util Pay	1		Xpress Bill Pay	906.00	Xpress Import - CC - 09-17-2024__daily_batch.csv
2025	458	09/18/2024	Util Pay	1		Utility Customer	193.12	
2025	459	09/18/2024	Util Pay	1		Utility Customer	689.94	
2025	460	09/18/2024	Tr Rec	1		ODOT	4,457.97	City Apport 09/13/24
2025	463	09/18/2024	Util Pay	1		Xpress Bill Pay	545.35	Xpress Import - CC - 09-18-2024__daily_batch.csv
2025	466	09/19/2024	Util Pay	1		Utility Customer	570.00	
2025	467	09/19/2024	Util Pay	1		Utility Customer	319.90	
2025	468	09/19/2024	Tr Rec	1		State of Oregon Cigarette Tax	47.31	8/31/24 Cigarette City Tax
Receipts Outstanding:							34,448.54	
2025	452	09/13/2024	Claims	1	EFT	Monroe Telephone	265.83	Phone, Internet and Fax charges for 9/1 to 9/30/2024
2025	418	09/06/2024	Claims	1	EFT	City County Insurance Services	2,627.09	September 2024 Medical/Dental Benefits- PIA
2025	414	09/09/2024	Claims	1	EFT	USDA	30,193.00	USDA Revenue Bond Payment
2025	417	09/06/2024	Claims	1	EFT	ADP Tax Services ADP	198.52	August 2024 payroll Processing
2025	416	09/03/2024	Claims	1	EFT	Chase Paymentech	103.85	Partial Month Merchant services
2023	1790	05/22/2023	Claims	1	EFT	Cascade Columbia Distribution Co	346.90	Inv 864842 Shipped 4/19/2023
2025	457	09/17/2024	Claims	1	EFT	Pacific Power	3,414.59	Pacific Power August 2024 bill
2025	415	09/09/2024	Claims	1	EFT	Umpqua Bank Cardmember Services	3,955.97	Umpqua CC Charges 7/16-8/14/2024 August 2024
2025	419	09/06/2024	Claims	1	EFT	Xpress Bill Pay	290.03	Inv: INV-XPR015236 for August 2024
2025	425	09/10/2024	Claims	1	EFT	WECO	195.83	Invoice # CP-00281073
2025	346	08/26/2024	Claims	1	212285	B & I Hardware & Rental	152.95	072924- Toddler park repair, 4589/1- Landscape Fabric, Landscape pins, Edging Lawn
2025	348	08/26/2024	Claims	1	212287	Cascade Columbia Distribution Co	856.25	INV 900348- SODIUM HYPOCHLORITE-3 UNITS & Container Deposit 3 Qty
2025	349	08/26/2024	Claims	1	212288	City County Insurance Services	30,611.45	Invoice # PO-MNR-12024-00
2025	350	08/26/2024	Claims	1	212289	City of Harrisburg	500.00	Contracted Plant Op Fees- WTP
2025	352	08/26/2024	Claims	1	212291	Edge Analytical, Inc.	265.00	Invoice# 24-19782, 24-22891, VEH0014

TREASURER'S REPORT

Outstanding Vouchers

City Of Monroe

09/01/2024 To: 09/30/2024

As Of: 09/30/2024 Date: 09/19/2024

Time: 16:25:28 Page: 7

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	353	08/26/2024	Claims	1	212292	InterTech	2,692.00	INV# 39381- Engineering/Technical Services Water Plant. Cell 1 & 2
2025	354	08/26/2024	Claims	1	212293	Jerry's Home Improvement Center	17.02	Invoice # 263393/1
2025	355	08/26/2024	Claims	1	212294	Lane Forest Products	141.00	Invoice # E44217-01 Garden Compost delivered to City Park
2025	356	08/26/2024	Claims	1	212295	Destiny Logan	45.00	Refundable Deposit returned for sufficient cleaning/use of large room at Library on 7/20/2024 11-3
2025	357	08/26/2024	Claims	1	212296	George Mcllelland	79.51	Overpayment on acct
2025	358	08/26/2024	Claims	1	212297	Chuck Scholz	1,500.00	August 2024 Contracted Plant Operator Fees
2025	359	08/26/2024	Claims	1	212298	Kelley Sibert	13.20	Deposit remaining as CR on acct
2025	360	08/26/2024	Claims	1	212299	The Law Office of Larry J. Blake, Jr., L	200.00	Invoice 368- Municipal Judicial Services
2025	361	08/26/2024	Claims	1	212300	Xylem Water Solutions U.S.A, Inc	2,782.00	Inv# 3556D32787 - Valve Flush- PO# WT070924A Net 60
2025	362	08/26/2024	Claims	1	212301	Carrie Holman	195.00	Refundable deposit returned for sufficient cleaning of park use on 8/25/2024
2023	630	10/25/2022	Claims	1	212921	Allison Hall	100.00	-
2023	1465	03/24/2023	Claims	1	212994	Carquest of Junction City	156.72	1055376- Battery for F150
2023	1799	05/22/2023	Claims	1	213030	Janice Roebuck	21.60	Resident has moved out of state. CR Balance after paying last bill
2023	1965	06/22/2023	Claims	1	213033	American Legal Publishing Corporation	450.00	Internet Renewal Period: 06/01/2023-06/01/2024
2024	326	08/28/2023	Claims	1	213095	One Call Concepts, Inc.	63.00	Inv 7080439 & 3070430
2024	703	10/27/2023	Claims	1	213146	Daniel Knott	14.47	CR Balance Refund \$14.47
2024	706	10/27/2023	Claims	1	213149	Bailey Mills	34.72	CR Balance Refund \$34.72
							82,482.50	
2025	454	09/16/2024	Util Pay	3		Xpress Bill Pay	-72.49	Xpress Import - Returns - 09-16-2024__daily_batch.cs
							-72.49	
Receipts Outstanding:								
2023	679	11/04/2022	Util Pay	6		Xpress Bill Pay	86.80	Xpress Import - EFT - 11-04-2022__daily_batch.csv
2024	388	08/09/2023	Adjustmt	6		Xpress Bill Pay	235.48	Xpress returned Payment
2025	371	08/29/2024	Util Pay	6		Xpress Bill Pay	100.27	Xpress Import - EFT - 08-29-2024__daily_batch.csv
2025	378	08/30/2024	Util Pay	6		Xpress Bill Pay	176.76	Xpress Import - EFT - 08-30-2024__daily_batch.csv
2025	380	08/31/2024	Util Pay	6		Xpress Bill Pay	195.92	Xpress Import - EFT - 08-31-2024__daily_batch.csv
2025	436	09/01/2024	Util Pay	6		Xpress Bill Pay	291.61	Xpress Import - EFT - 09-01-2024__daily_batch.csv
2025	382	09/02/2024	Util Pay	6		Xpress Bill Pay	117.46	Xpress Import - EFT - 09-02-2024__daily_batch.csv

TREASURER'S REPORT

Outstanding Vouchers

City Of Monroe

09/01/2024 To: 09/30/2024

As Of: 09/30/2024 Date: 09/19/2024

Time: 16:25:28 Page: 8

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	390	09/03/2024	Util Pay	6		Xpress Bill Pay	354.07	Xpress Import - EFT - 09-03-2024__daily_batch.csv
2025	391	09/03/2024	Util Pay	6		Xpress Bill Pay	110.72	Xpress Import - OnlineResources - 09-03-2024__daily
2025	394	09/04/2024	Util Pay	6		Xpress Bill Pay	98.34	Xpress Import - EFT - 09-04-2024__daily_batch.csv
2025	395	09/04/2024	Util Pay	6		Xpress Bill Pay	132.97	Xpress Import - CheckFree - 09-04-2024__daily_batch
2025	399	09/05/2024	Util Pay	6		Xpress Bill Pay	743.14	Xpress Import - EFT - 09-05-2024__daily_batch.csv
2025	400	09/05/2024	Util Pay	6		Xpress Bill Pay	100.00	Xpress Import - OnlineResources - 09-05-2024__daily
2025	401	09/05/2024	Util Pay	6		Xpress Bill Pay	86.80	Xpress Import - CheckFree - 09-05-2024__daily_batch
2025	405	09/06/2024	Util Pay	6		Xpress Bill Pay	1,450.72	Xpress Import - EFT - 09-06-2024__daily_batch.csv
2025	407	09/07/2024	Util Pay	6		Xpress Bill Pay	401.72	Xpress Import - EFT - 09-07-2024__daily_batch.csv
2025	408	09/08/2024	Util Pay	6		Xpress Bill Pay	106.90	Xpress Import - EFT - 09-08-2024__daily_batch.csv
2025	427	09/10/2024	Util Pay	6		Xpress Bill Pay	456.74	Xpress Import - EFT - 09-10-2024__daily_batch.csv
2025	428	09/10/2024	Util Pay	6		Xpress Bill Pay	97.99	Xpress Import - iPay - 09-10-2024__daily_batch.csv
2025	433	09/11/2024	Util Pay	6		Xpress Bill Pay	103.17	Xpress Import - EFT - 09-11-2024__daily_batch.csv
2025	434	09/11/2024	Util Pay	6		Xpress Bill Pay	92.14	Xpress Import - iPay - 09-11-2024__daily_batch.csv
2025	443	09/13/2024	Util Pay	6		Xpress Bill Pay	334.69	Xpress Import - EFT - 09-13-2024__daily_batch.csv
2025	444	09/13/2024	Util Pay	6		Xpress Bill Pay	94.96	Xpress Import - iPay - 09-13-2024__daily_batch.csv
2025	445	09/13/2024	Util Pay	6		Xpress Bill Pay	95.51	Xpress Import - CheckFree - 09-13-2024__daily_batch
2025	447	09/15/2024	Util Pay	6		Xpress Bill Pay	200.00	Xpress Import - EFT - 09-15-2024__daily_batch.csv
2025	456	09/16/2024	Util Pay	6		Xpress Bill Pay	329.74	Xpress Import - EFT - 09-16-2024__daily_batch.csv
2025	462	09/17/2024	Util Pay	6		Xpress Bill Pay	995.14	Xpress Import - EFT - 09-17-2024__daily_batch.csv
2025	464	09/18/2024	Util Pay	6		Xpress Bill Pay	205.67	Xpress Import - EFT - 09-18-2024__daily_batch.csv
2025	465	09/18/2024	Util Pay	6		Xpress Bill Pay	111.03	Xpress Import - OnlineResources - 09-18-2024__daily

Receipts Outstanding: 7,906.46

82,482.50

Fund	Claims	Payroll	Total
100 General Administration Fund	3,678.47	0.00	3,678.47
201 Public Works Fund	9,749.81	0.00	9,749.81
205 Street Fund	4,643.48	0.00	4,643.48
300 Water Revenue Bond	30,193.00	0.00	30,193.00
407 Water System Capital Improvement Fund	1.94	0.00	1.94
601 Water Treatment Fund	17,774.56	0.00	17,774.56
609 Storm Fund	806.39	0.00	806.39
610 Sewer Fund	15,500.05	0.00	15,500.05
900 Customer Deposit Fund	134.80	0.00	134.80

TREASURER'S REPORT

Outstanding Vouchers

City Of Monroe

09/01/2024 To: 09/30/2024

As Of: 09/30/2024 Date: 09/19/2024

Time: 16:25:28 Page: 9

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
Fund							Claims	Payroll	Total
							82,482.50	0.00	82,482.50

TREASURER'S REPORT

Signature Page

City Of Monroe

09/01/2024 To: 09/30/2024

Time: 16:25:28 Date: 09/19/2024

Page: 10

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:  9/19/24
Reviewed By / Date

Signed:  9-19-24
Finance Officer / Date

MONROE PATROL

August 19, 2024 - Sept 17, 2024

Benton County Sheriff's Office - Monroe Patrol Activity Log

Date/Time	Call #	Total Time	Deputy	Con-tacts	Traffic		Arrests		Notes
					Warn	Cite	Cite	Cust	
Patrol									
8/19/2024 08:19:22 AM	2024164966	0:57:00	Lunsmann						no activity
8/21/2024 12:36:24 AM	2024166309	0:31:56	Macken	1					1 open door/citizen contact; no stops
8/23/2024 10:22:25 PM	2024168291	0:58:42	Moser						Patrolled streets..... nothing moving around
8/24/2024 09:50:12 AM	2024168514	0:53:18	Blaser						no activity
8/25/2024 06:07:19 PM	2024169430	0:30:00	Lyman		1				1 stop (1 warning, 0 cites). Patrolled city streets and parks.
8/26/2024 09:25:32 AM	2024169763	0:51:02	Bloom						no activity
8/26/2024 10:46:48 PM	2024170260	1:04:06	Tominey	2	1				Patrolled city streets, schools, health center, and City Park; 2 Citizen contacts, 1 Traffic stop (warning); Traffic enforcement on N 8th ST (1 violation cited into Circuit Court)
8/27/2024 11:49:02 PM	2024171015	0:59:10	Lyman	3	1				1 stop (1 warning, 0 cites), 3 citizen contacts
8/28/2024 10:15:43 PM	2024171734	2:29:10	Rath		1		1		2 traffic stops, 1 citation, 1 warrant arrest.
8/29/2024 08:31:14 AM	2024171892	1:56:45	Blaser				1		1 arrest
8/29/2024 10:12:21 PM	2024172493	1:35:07	Ash						no activity
8/31/2024 11:13:01 PM	2024174080	0:22:03	Macken						no stops
9/1/2024 11:41:35 PM	2024174766	1:01:29	Tominey	1	2				Patrolled city streets, schools, health center, Territorial HWY, and Monroe Park; 1 Citizen Contact; 2 Traffic Stops (Warnings); Parking Enforcement on N 8th ST (No Violations Observed)
9/2/2024 12:31:00 PM	2024175023	0:58:17	Sinclair		1				one stop (warn)
9/2/2024 04:55:06 PM	2024175173	0:48:41	Lyman	3					0 stops, 3 citiz contact. Patrolled city streets and parks
9/3/2024 10:28:40 AM	2024175626	2:11:03	Lochner						no activity
9/3/2024 07:49:01 PM	2024176009	0:20:41	Lyman						w/ another deputy on foot
9/3/2024 11:22:15 PM	2024176146	1:06:54	Rath						no violations observed

MONROE PATROL

August 19, 2024 - Sept 17, 2024

9/6/2024 08:13:19 AM	2024177760	1:10:09	Blaser						no activity
9/7/2024 09:44:05 AM	2024178588	0:59:10	Sinclair						no activity
9/7/2024 09:57:18 PM	2024178986	1:30:00	Gevatosky						no activity
9/8/2024 06:09:24 PM	2024179547	1:42:25	Lyman	2	2				2 stops (2 warnings, 0 cites); 2 citizen contacts
9/10/2024 12:26:27 AM	2024180513	1:39:37	Drongesen						Patrolled highway, neighborhoods, and schools.
9/10/2024 08:11:55 AM	2024180636	2:52:58	Bottorff			1			worked school zone, patrolled city park, worked on paperwork. 1 citation for speed, cited into Monroe Muni Court.
9/10/2024 11:03:19 PM	2024181176	2:28:45	Drongesen						Patrolled highway, schools, neighborhoods, and park
9/12/2024 06:50:39 PM	2024182513	0:59:07	Heese						no activity
9/12/2024 09:56:39 PM	2024182630	1:32:56	Hesseling						no activity
9/14/2024 12:25:21 AM	2024183461	0:56:14	Sinclair			1			1 STOP. NO CONTACTS
9/14/2024 05:03:19 PM	2024183916	2:28:24	Gevatosky	9	3				3 Traffic Stops (Warnings for minor violations); 9 Citizen Contacts; handed out K9 Brutus cards to kids playing outside
9/14/2024 10:55:02 PM	2024184152	0:54:20	Macken						No stops
9/15/2024 09:13:52 AM	2024184352	5:46:20	Sinclair	4	4	6			10 stops. Total of 6 cites cited into Monroe Court. Talked to 4 citizens.
9/16/2024 08:18:13 AM	2024184885	1:55:47	Vaughn						Patrolled schools and city streets. There was a press member capturing "B-Roll" footage of the schools for an article about "the lockdown". I did not provide him any information and suggested he reach out to the Sheriff's Office PIO or school for further details.
9/17/2024 07:30:48 AM	2024185589	6:38:35	Iverson						school presence
9/17/2024 07:31:12 AM	2024185590	0:54:09	Iverson						school presence

MONROE PATROL

August 19, 2024 - Sept 17, 2024

9/17/2024 08:34:57 AM	2024185634	1:11:06	Vaughn							ran speed enforcement in front of the high school and toured the grade school to learn the layout with school staff. Left a business card for the front office with my work cell. Spoke with administrators about the SRD functions and future goals with that program.
9/17/2024 11:00:56 AM	2024185723	1:26:31	Lochner			2				1 stop, 2 cites.
9/17/2024 03:02:45 PM	2024185883	0:31:00	Lochner							extra patrol at the grade school for when school lets out.
Reports										
8/23/2024 14:48	202402252		Lovik						1	COMPUTER CRIME-DECEPT/FALSE PRETENSE in the 500 block of Commercial. Kendra Lynn Schafor, 26, arrested.
8/24/2024 14:09	202402256		Hesseling						1	LITTERING in the 100 block of 7th St. Sandra Reckner, 77, cited and released.
8/27/2024 10:12	202402289		Glass							CHILD WELFARE CHECK in the 800 block of Commerical
8/31/2024 10:21	202402326		Blaser							CRIMINAL TRESPASS 2 in the 400 block of Oak. Suspects warned.
9/1/2024 1:35	202402332		Macken							OTHER DOCUMENTATION in the 300 block of 5th St.
9/2/2024 16:05	202402344		Lyman							DISTURBANCE VERBAL ONLY in the 100 block of 7th St
9/9/2024 11:46	202402407		Vaughn							WELFARE CHECK in the 400 block of 10th St
9/12/2024 12:28	202402432		Bressler							WELFARE CHECK in the 600 block of Dragon Dr
9/13/2024 7:44	202402442		Blaser							SUSPICIOUS SUBJECT(S) in the 500 block of Orchard St
9/14/2024 11:01	202402459		Blaser							WELFARE CHECK in the 100 block of 9th St
9/15/2024	202402480		Ash							SUSPICIOUS CIRCUMSTANCES in the 300 block of 5th St
9/15/2024	202402481		Savage							ATL VEHICLE in the 100 block of 5th St
		57:12:57		25	17	9	1	2		



MONROE Monroe

2023 Annual Report

Senior & Disability Services

CASE MANAGEMENT & ELIGIBILITY



13
CASES
MANAGED

In addition to the current Long-term Services and Supports case load, staff processed **17** new service requests from Monroe residents.

144

AVERAGE ACTIVE
MEDICAL CASES
IN MONROE

ADULT PROTECTIVE SERVICES

29 Adult Protective Services (APS) investigations took place in 2023.

1 MONEY MANAGEMENT CONSUMER

Money Management provides free assistance with personal finances to seniors and adults with disabilities.

2 OREGON PROJECT INDEPENDENCE CONSUMERS

Oregon Project Independence is an alternative to Medicaid that supports daily living activities which can be provided by home care workers or in-home care agencies.

MEALS ON WHEELS

The Corvallis Meals on Wheels meal site served **11** Monroe residents in 2023.



674
TOTAL MEALS
SERVED



11
SHELF-STABLE
FOOD BOXES

COMPASSION • COLLABORATION
DIVERSITY, EQUITY & INCLUSION • INTEGRITY • RESPECT

Community Service Programs

SENIOR HEALTH INSURANCE BENEFITS ASSISTANCE

6 Monroe residents received one-on-one counseling on their Medicare benefits through the Senior Health Insurance Benefits Assistance (SHIBA) program.

7 MEDICARE 101 PRESENTATIONS

Benefited Benton County residents in 2023

Medicare 101 seminars are designed for anyone who is new to Medicare. They are also helpful for current beneficiaries who would like a better understanding of their Medicare benefits and options.



REGULAR VETERAN OUTREACH

The Benton County Veteran Service Office began regularly meeting with veterans at the Monroe Community Center. On the second Wednesday of each month, veterans can speak with a Veteran Service Officer regarding their benefits.



The Benton County Veterans Service Office (VSO) assists Veterans and Veteran Families in submitting claims for Veterans Affairs (VA) benefits including compensation, pension, survivor's benefits, and VA Healthcare. Our Veteran Service Officers advocate on behalf of the claimant to ensure all benefits, for which the claimant is eligible, are received.

Community & Economic Development



CASCADES WEST RIDE LINE

Provided 365 rides to Monroe residents

Cascades West Ride Line coordinates transportation services for eligible Oregon Health Plan (OHP) and Medicaid clients traveling to and from covered non-emergency medical services.



RURAL COMMUNITY VISIT

With Cascades West Economic Development District

Cascades West Economic Development District (CWEDD) staff met with the city to hear about needs and prospect for grants.



RESOLUTION 2024-16

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE US ARMY CORPS OF ENGINEERS AND THE CITY OF MONROE FOR DROP STRUCTURE REMOVAL AND ECOSYSTEM RESTORATION ALONG THE LONG TOM RIVER IN MONROE

WHEREAS, in August 2016, the City of Monroe submitted a letter to the US Army Corps of Engineers (USACE) to request a study under Section 1135 of the Water Resources Department Act of 1986 to determine the feasibility of modifications for improvement of the environment along the Long Tom River; and

WHEREAS, in July 2019 the City Council adopted Resolution 2019-13 that authorized an agreement with the US Army Corps of Engineers (USACE) to begin Phase I of the Feasibility Study for the Long Tom River Ecosystem Restoration; and

WHEREAS, In October 2022, the City Council adopted Resolution 2022-14 that affirmed continuation of the feasibility study by the City of Monroe and its partners with the USACE; and

WHEREAS, on March 9, 2024, the USACE approved the Long Tom Ecosystem Restoration Integrated Feasibility Study and Environmental Assessment and recommended continuation into the design and construction phase of the project; and

WHEREAS, the cost sharing agreement must be in place prior to the start of the design and construction phase of the project;

NOW THEREFORE, the City Council of the City of Monroe hereby resolves to adopt and authorize the agreement between the USACE and the City of Monroe (Attachment A) for removal of the Monroe Drop Structure, provide ecosystem restoration, and provide rip-rap armoring of the OR-99 bridge piers upstream, as generally described in the USACE Long Tom Ecosystem Restoration Integrated Feasibility Study and Environmental Assessment dated March 2024.

This Resolution takes effect on passage by Council.

Adopted by the City Council this 23rd day of September, 2024.

APPROVED:

Dan Sheets, Mayor

Date

ATTEST:

Steve Martinenko, City Recorder

ATTACHMENT A

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF MONROE
FOR
THE LONG TOM RIVER ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander and the City of Monroe (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the Long Tom Channel Rectification and Improvement Project (hereinafter the “Existing Project”) at Monroe, Oregon was completed by the Government in 1943;

WHEREAS, Section 1135(b) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2309a) (hereinafter “Section 1135”), authorizes the Secretary to undertake certain modifications to the Existing Project to restore or improve environmental quality;

WHEREAS, pursuant to the authority provided in Section 1135, design and construction of the Long Tom River Ecosystem Restoration Project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) to modify the Existing Project was approved by the Commander for the Northwestern Division on March 9, 2024;

WHEREAS, Section 1135 specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Non-Federal Sponsor has waived reimbursement for the value of real property interests and relocations that exceeds 25 percent of construction costs;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 1135 may not exceed \$10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means removal of the Monroe Drop Structure, modifications to an existing embankment culvert, construction of an engineered pool and riffle structure, and rip rap armoring of the OR-99 bridge piers upstream, as generally described in the Long Tom Ecosystem Restoration Integrated Feasibility Study and Environmental Assessment dated March 2024 and approved by the Commander for the Northwestern Division on March 9, 2024 (hereinafter the “Decision Document”).

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Government’s engineering, design, and construction costs, including cost shared monitoring and adaptive management, if any; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or the Non-Federal Sponsor’s cost to negotiate this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Portland District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

G. The term “cost shared monitoring” means those activities, including the collection and analysis of data, for a period not to exceed 10 years, that the Government identifies as

necessary to determine if predicted outputs of the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Decision Document. The term does not include monitoring after the Division Commander for the Northwestern Division (hereinafter the “Division Commander”) has determined that ecological success has been achieved or monitoring beyond the 10-year period, with any such monitoring the responsibility of the Non-Federal Sponsor, at no cost to the Government.

H. The term “cost shared adaptive management” means physical modifications to the Project, in response to the cost shared monitoring results to ensure the functionality and benefits of the Project are garnered, as explicitly described in the performance standards section of the adaptive management plan or other sections in the Decision Document and its supporting documentation. The term does not include operational changes, which are the responsibility of the Non-Federal Sponsor, at no cost to the Government, as part of operation and maintenance of the Project.

I. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for the Project; however, it does not include HTRW cleanup and response.

J. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

K. The term “Federal Participation Limit” means the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction, operation, and maintenance of the Project.

2. If providing in-kind contributions as a part of its 25 percent cost share, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense.

Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, excluding cost shared monitoring and adaptive management, or a functional portion thereof, is complete, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor within 30 calendar days of such determination, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. Such activities will generally consist of maintenance and repair of the rip rap armoring around the OR-99 bridge piers. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work. The Government shall provide the Non-Federal Sponsor with an updated OMRR&R Manual and as-built drawings, as necessary, based on the cost shared monitoring and adaptive management.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner consistent with the Project's authorized and in accordance with applicable Federal laws and regulations, and the Government's specific directions in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Project.

G. The Non-Federal Sponsor shall not use the Project, or real property interests required for construction, operation, and maintenance of the Project, as a wetlands bank or mitigation credit for any other project.

H. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those

funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

I. In addition to the ongoing, regular discussions between the parties regarding Project delivery, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

J. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

K. If, after completing the design portion of the Project, the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. Prior to initiating acquisition and in accordance with Article IV.A., the Non-Federal Sponsor shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of the Project, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. To the maximum extent practicable, no later than 30 calendar days after the Government provides the Non-Federal Sponsor with written descriptions and maps of the real

property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's provision of real property interests or performing relocations on the Non-Federal Sponsor's behalf does not alter the Non-Federal Sponsor's responsibility under Article IV for the performance and costs of any HTRW cleanup and response related thereto.

D. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal

Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, for real property interests to be provided by the Non-Federal Sponsor, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government shall verify and credit the Non-Federal Sponsor's eligible construction costs in accordance with the following procedures, requirements, and conditions to determine reasonableness, allocability, and allowability. Such costs shall be subject to audit in accordance with Article X.B.

1. Real Property Interests.

a. General Procedure. For each real property interest, the Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor (hereinafter the "In-Kind MOU"), the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests not eligible for credit, or those acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent

domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings. If such real property interests are eligible for credit, the Non-Federal Sponsor shall submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project. Only relocations provided after the effective date of this Agreement are eligible for credit, unless such relocations were required for in-kind contributions covered by an In-Kind MOU.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Oregon would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions, which may include engineering and design; construction; and supervision and administration, but shall not include any costs associated with betterments, as determined by the

Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind MOU; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

4. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall only be entitled to credit or reimbursement for real property interests and relocations up to 25 percent of construction costs. In addition, the Non-Federal Sponsor shall not receive credit or reimbursement for real property interests that were previously provided as an item of local cooperation for the Existing Project or another Federal project.

ARTICLE VI – PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, construction costs are projected to be \$3,142,000, with the Government's share of such costs projected to be \$2,356,500 and the Non-Federal Sponsor's share of such costs projected to be \$785,500, which includes creditable real property interests and relocations projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its 25 percent cost share projected to be \$785,500. Average annual costs for operation, maintenance, repair, replacement, and rehabilitation of the Project are projected to be \$15,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to “FAO, USAED, Portland District (G2)” to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor’s required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction, except for cost shared monitoring and adaptive management, and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. The Government shall conduct another final accounting after completion of cost shared monitoring and adaptive management and furnish the Non-Federal Sponsor with the written results of such final accounting. Should either final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to “FAO, USAED, Portland District (G2)” to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. A final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting after cost shared monitoring and adaptive management determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund.

F. If the Government agrees to acquire or perform, as applicable, real property interests or relocations on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute

through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
City Administrator
664 Commercial Street
Monroe, OR 97456

If to the Government:
District Commander
U.S. Army Corps of Engineers, Portland District
333 SW 1st Ave
Portland, OR 97204

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

City of Monroe

BY: _____
Larry D. Caswell, Jr., PE, PMP
Colonel, U.S. Army
District Commander

BY: _____
Daniel Sheets
Mayor, City of Monroe

DATE: _____

DATE: _____

Attachment



RESOLUTION 2024-17

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE LONG TOM WATERSHED COUNCIL AND THE CITY OF MONROE FOR DROP STRUCTURE REMOVAL AND ECOSYSTEM RESTORATION ALONG THE LONG TOM RIVER IN MONROE

WHEREAS, The City of Monroe and the Long Tom Watershed Council (LTWC) have had a long history of partnership relating to planning and environmental concerns and issues relating to the Long Tom River including representation on advisory boards and grant funding of projects; and

WHEREAS, on March 9, 2024, the USACE approved the Long Tom Ecosystem Restoration Integrated Feasibility Study and Environmental Assessment and recommended continuation into the design and construction phase of the project; and

WHEREAS, the cost sharing agreement between the City and the USACE for the design and construction phase of the project requires financial cost sharing which are beyond the level of operational available funding currently administered by the City; and

WHEREAS, the City will require a new water intake after drop structure removal that is not part of the USACE project scope; and

WHEREAS, the cost sharing agreement between the City and the USACE for the design and construction phase of the project requires financial cost sharing which are beyond the level of operational available funding currently administered by the City; and

WHEREAS, the LTWC has proposed to be the primary funding partner for the required cost sharing agreement between the City and USACE and provide funding for the new water intake;

NOW, THEREFORE; The City Council of the City of Monroe does hereby resolve to authorize and adopt the Memorandum of Understanding (with amendment) between the City of Monroe and the Long Tom Watershed Council for the Long Tom River Ecosystem Restoration Project per Attachment A.

Adopted by the City Council this 23rd day of September, 2024.

APPROVED:

Dan Sheets, Mayor

Date

ATTEST:

Steve Martinenko, City Recorder

ATTACHMENT A

Memorandum of Understanding Between
The City of Monroe and the Long Tom Watershed Council

Table of Contents

1. Overview
 - a. Who The Agreement Is For
 - b. Significance
 - c. Intent & Purpose
 - d. Supplementary Provisions
2. Statement of Joint Purpose
3. Relation to Army Corps of Engineers Project
 - a. Phases of the Project
 - b. Authorization of Work
4. Decision Making
5. Funding
 - a. Cash Match, Work in Kind (WIK), Criteria
6. Summary Agreements
7. Termination Withdrawal of Funding, Other Provisions
 - a. Consequences of Withdrawing
 - b. Dispute Resolution
8. Signature of Agreement
9. Attachments - Executed Long Tom Watershed Council Grant Agreements Documenting Secured Project Funds

WHEREAS, the City of Monroe and Long Tom Watershed Council have come together to collaborate for the U.S. Army Corps of Engineers Monroe Ecosystem Restoration Project; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the City of Monroe will be a Non-Federal Sponsor and the Long Tom Watershed Council will be the coordinating non-governmental organization; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided in coordination with the Army Corps of Engineers;

Section 1: Overview

1.1 Who This Agreement Is For

This agreement between the City of Monroe (**City**) and the Long Tom Watershed Council (**LTWC** and **watershed council**) is to provide reciprocal benefit and facilitate mutual achievement toward the purpose of enhancing the Long Tom River at Monroe during the project known as the Monroe Ecosystem Restoration Project (**Project**) authorized under the U.S. Army Corps of Engineers (**ACE**) Continuing Authorities Program (**CAP**) under Section 1135 of the Water Resource Development Act of 1986 as amended.

1.2 Significance of the Partnership

In 2014, ACE and LTWC increased conversations focused on lower Long Tom River management including localized flooding, channel maintenance issues, and habitat – shared concerns of local farmers, ACE and LTWC. Improving fish passage has been a focus for the multi-stakeholder watershed council LTWC represents since 1998. The assessment of watershed conditions (LTWC report to Oregon Watershed Enhancement Board, 2000) identified fish passage and habitat improvements as priority actions for the watershed council to pursue. The watershed council has been actively engaged with private landowners in improving habitat and fish passage conditions in the watershed since 1998, expanding to the Willamette River in 2013. As of 2017 these cooperative partnerships have achieved habitat improvement on over 2,000 acres and 110 streamside miles, with over 735,000 plantings and improved 48 fish passage sites and instream habitat sites. The initial barrier for fish migrating from the Willamette River is an ACE-constructed drop structure located in the Long Tom River in the City of Monroe. The City has recently updated various documents and plans to reflect a growing consideration of the river, its habitats, water quality and aesthetics and would like to be involved in the learning, discussions and decisions about this section of the river.

1.3 Intent & Purpose

This agreement sets out both entities' expectations and commitments around LTWC providing substantial match on behalf of the City of Monroe for the Project, the City including LTWC significantly in decision-making, and both the City and LTWC including public outreach during the process in a cooperative manner as well as representing local and watershed priorities in the Corps decision-making process. This MOU is based on a similar document that was developed in partnership between the LTWC and the City in 2019 and is intended to continue the successful collaboration between the parties to achieve the Project. This is a long term project and partnership, with the first phase - feasibility and alternative selection - completed in 2023, and the second phase - implementation - to kickoff in 2024 and be completed in 2031.

By establishing this third-party partnership agreement in regard to the Project, the City of Monroe will maximize the potential benefit from the Project to the City in relation to its Comprehensive Plan, parks, recreation and transportation systems, with additional benefits related to the City's drinking water system (a new intake). Anticipated benefits to be catalyzed by the 1135 project include: increased likelihood of improvements to the Riverside District; recreational opportunities for local residents, area citizens and tourists; and furthering the City as a collaborative entity with credible and consistent partnership skills.

By establishing this third-party partnership agreement in regard to the Project, LTWC will continue to meet its purpose under the Oregon Plan for Salmon and Watersheds, and its 501c3 public-service mission of: "Improving water quality and watershed condition in the Long Tom River basin and surrounding drainages through education and collaboration among all interests, using the collective wisdom and voluntary action of our community members."

1.4 Supplementary Provisions

This agreement sets out the City and LTWC's expectations on what should be included in the process for the final Project product, however noted in Section 4 – Decision Making - ACE has final say in the deliverable. It is not otherwise intended to replace, supersede or negate the requirements or expectations set out in legislation, other published statutory guidance or government advice, including the project partnership agreement (PPA) that the City will be signing with ACE to commence the next phase of the 1135 project (described below) and using this agreement does not prevent local authorities from exercising their statutory powers to include other requirements.

Section 2: Statement of Joint Purpose

The joint purpose of the City of Monroe and Long Tom Watershed Council in signing this MOU is to collaborate in providing material and non-material support for the ACE 1135 Monroe Ecosystem Restoration **Project** intended to enhance fish passage and habitat for spring Chinook and other native fish species of the Long Tom River.

Section 3: Relation to Army Corps of Engineers Project

3.1 Overview of 1135 Projects

The Corps' Continuing Authorities Program (CAP) is a group of nine legislative authorities under which the Corps of Engineers can plan, design, and implement certain types of water resources projects without additional project specific congressional authorization. The purpose of the CAP is to plan and implement projects of limited size, cost, scope and complexity. The 1135 Project approved at Monroe is for Ecosystem Restoration.

3.2 Phases of the Project

All projects in this program include a *feasibility phase* and an *implementation phase*. Planning activities, such as development of alternative plans to achieve the project goals, initial design and cost estimating, environmental analyses, and real estate evaluations, are performed during the feasibility phase, to develop enough information to decide whether to implement the project. The Corps and the non-federal sponsors (the City and the Confederated Tribes of Siletz Indians) signed a Federal Cost Share Agreement (FCSA) near the beginning of the feasibility phase. The feasibility phase for this

project was completed in 2023. This agreement describes the roles and responsibilities of the City and LTWC during the implementation phase.

The final design, preparation of contract plans and specifications, permitting, real estate acquisition, project contracting and construction, and any other activities required to construct or implement the approved project are completed during the implementation phase. The Corps and the non-federal sponsor(s) sign a project partnership agreement (PPA) near the beginning of the Implementation phase - this is where the project currently lies in its lifespan. This agreement is intended to be a companion document to the PPA that the City will sign with ACE to begin the implementation phase of the Monroe Ecosystem Restoration project.

The implementation phase of the project will commence once the PPA is signed between the City and ACE. Construction of the project is estimated to occur in summer, 2026. Following construction, the 1135 project will enter an “adaptive management” period that lasts for an additional five years. During this time, ACE will monitor the project to ensure that it is meeting its goals, and make minor changes, as needed.

3.3 Authorization of Work

At the request of the City of Monroe, ACE initiated a feasibility study regarding potential ecosystem restoration under Section 1135. The study concerns an ACE-constructed drop structure located in the Long Tom River in the City of Monroe which contributes to degraded ecosystem conditions and inhibits fish passage on the Long Tom River. The Section 1135 authority allows ACE to partner with appropriate non-Federal sponsors (NFS) in conducting a feasibility study to identify alternatives, compare alternatives, and ultimately select an appropriate plan for ecosystem restoration at the proposed site. The planning process for a recommended plan is iterative, transparent, and relies on input and concurrence from the NFS. LTWC is recognized by ACE and City of Monroe as the NGO partner for this project and will collaborate in all decisions and provide funding to be used as cost share required by ACE for the implementation phase of the project. The ACE completed its feasibility study in 2023 and developed a recommended plan that includes the following components:

- A. Removal of the drop structure and restoration of the Long Tom River channel between the drop structure site and the highway 99 bridge. This includes cleanup and removal of debris from the bed and banks of the Long Tom River that is discovered during implementation of this component of the project.
- B. Installation of scour protection features around the highway 99 bridge piers in the Long Tom River.
- C. Replacement of the culvert through the berm at the downstream end of the city park, and installation of a fish passage structure below the culvert, to provide fish passage into and out of the historical Long Tom River channels on the City park property.

3.4 Army Corps provisions

USACE has a number of public laws and agency decisions and guidelines that describe and limit how sponsors and partners work with the agency. A few in particular will be relevant to this project, such as the Work In Kind provisions described in ER 1165-2-208, WRDA 1986, 2014, etc.

Section 4: Additional Actions Not Included in Official ACE 1135 Project

There are additional actions that are not part of the ACE's official 1135 project that will be completed by LTWC on behalf of, and in partnership with, the City. These include:

- A. Replacement of the City's drinking water intake, to ensure that the City's municipal water system continues to function during and after completion of the 1135 project.
- B. Coordination with landowners that hold active water rights within the footprint of the impoundment created by the Monroe Drop Structure. LTWC will work with these water rights holders upstream of Monroe that will be affected by the 1135 project to ensure that their ability to withdraw water from the Long Tom River is maintained following completion of the 1135 project. If desired, LTWC will bring resources to these landowners to help them adjust their irrigation systems as needed. LTWC will secure statements from these landowners that indemnify the City from claims resulting from the 1135 project and provide them to the City prior to construction commencing. Discussions have already begun with these landowners and so far landowners are supportive of the project.
- C. LTWC will facilitate conversations with the City and ODOT to secure written certification from ODOT that they will assume all O&M responsibilities of the bridge scour protection features following completion of the 1135 project. LTWC will assume no responsibility for O&M of the bridge scour protection features.
- D. Interpretive signs will be installed at the project site that explain the history of the Long Tom River, the drop structure, and the project. We anticipate that two signs will be installed, the design of one will be led by the Confederated Tribes of Siletz Indians and/or Confederated Tribes of Grand Ronde and the other will be led by the City's 1135 committee. The creation of these signs will be coordinated by LTWC.

Section 5: Decision Making

There is joint recognition that ACE has final authority in the final product of the 1135 project. An LTWC staff person and a City representative will be members of the 1135 Project Delivery Team. The City and LTWC will work to meet the intent of the Project. Both Parties will work to represent the relevant local priorities known and resulting from outreach with the community in and around Monroe, and in the watershed, as well as the objectives of the funders that have provided financial support for the chosen project alternative. The parties to this agreement recognize that approaching a project of this significance will ultimately be successful largely to the extent that the partnership and ability to cooperate are strong.

Section 6: Funding

The implementation phase of the project involves financial agreements between the City and LTWC. These are outlined below. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations and procedures.

- A. **1135 Project:** The implementation phase of the project is funded 75% by ACE and 25% by the NFS - the City. The current estimate for the total cost of the implementation phase is \$3,142,000. The 25% cost share required to be paid by the NFS is \$785,500. LTWC will provide this amount on behalf of the City, following all guidelines in Article VI in the Project Partnership Agreement to be executed between the City and ACE. LTWC already has \$621,500 secured from a grant

issued by the U.S. Fish Wildlife Service to be used towards the City's cost-share responsibility (executed grant agreement attached). LTWC has other pending grant applications that would cover the remaining portion of the cost-share. Since the current cost estimate includes a significant amount for contingency, the likelihood of cost overruns are low, but any cost overruns charged to the project by ACE will be paid for by LTWC, as long as they are not due to actions, inactions, or negligence on the part of the City that fundamentally increase or alter the scope of the project beyond what is described in this MOU, the PPA, and the Integrated Feasibility Report and Environmental Assessment. If estimated project costs significantly increase during the design phase of the project and greatly exceed the initial estimates, this could make securing additional grant funds more difficult. LTWC reserves the right to communicate to the City and ACE a need to postpone work on the project until additional funds are secured.

- B. Drinking Water Intake:** LTWC has secured a grant from the Oregon Watershed Enhancement Board that will pay for the design and construction of a new water intake for the City's municipal water system (executed grant agreement attached). Within this grant there is \$708,000 designated for contracted services, equipment, and supplies and materials that will go directly to the design and construction of the new intake. LTWC and the City will work to ensure that the new intake is designed to function with the City's new treatment plant. LTWC and the City may jointly choose to have the ACE include this component of the project in the construction contract for the 1135 project if it seems advantageous, or LTWC will manage the construction contract for the intake, in close collaboration with the City. Access to the City's water supply shall be maintained during construction of the drinking water intake. If the 1135 project is terminated prior to its natural completion, the drinking water intake will not be replaced, because replacement of the water intake is contingent on removal of the drop structure, as specified in LTWC's grant agreement with the Oregon Watershed Enhancement Board.
- C. Long Term Operations and Maintenance (O&M) Support to the City:** LTWC will provide up to \$50,000 to the City to be used for unforeseen O&M needs following the end of the project, in addition to any cost share funds to be paid to ACE for O&M actions conducted during the adaptive management period (five years following construction) of the 1135 project on behalf of the City. During this time, O&M on the 1135 project would be subject to the 75%/25% cost share agreement outlined in the PPA. LTWC will provide all funds needed to satisfy the NFS cost share during this time. In the PPA, O&M activities associated with the 1135 project are focused on the highway 99 bridge pier scour protection features. As noted above, LTWC will facilitate discussions with ODOT regarding long term O&M of this feature. If the scour protection features are constructed to ODOT's specifications, they have stated to both LTWC and the City that they will assume long term O&M responsibility for them.

The \$50,000 to be provided to the City are intended to be used for O&M activities associated with the 1135 project after the adaptive management period is complete or for O&M activities associated with the drinking water intake. These funds are a good faith effort to help the City have the ability to respond to unforeseen O&M needs of the project. The funds will be paid on the following schedule:

- a. \$15,000 upon signature of this MOU.
- b. \$15,000 upon completion of project design.
- c. \$20,000 upon execution of construction contract for 1135 project.

If at any point the project is terminated before its natural completion, the City shall repay LTWC for any of these O&M funds that had been disbursed to the City. These funds shall be repaid in full within 30 days of receipt of invoice from LTWC. If the funds are not repaid by the City within 30 days of receipt of invoice from LTWC, a late fee of 2% of the balance due will be added to the balance. Additional late fees of 2% of the unpaid balance still due will be added each month thereafter.

Section 7: Additional Agreements

Both parties agree to:

- Provide match documentation as required by ACE and LTWC's grantors and facilitate each other's compliance and responsiveness. Match includes cash or work-in-kind (time spent by City staff, volunteers, or contractors on the project).
- Apprise the other Party immediately of any communications from ACE or others regarding the Project or items relevant to the project.
- Contribute information to the other Party without delay, such as from outreach efforts to the shared knowledge of the Parties toward the goals of the Ecosystem Restoration Project.
- Communicate regularly, no less than monthly.
- Meet with staff, board or volunteers as necessary and expediently to successfully meet the commitments of this MOU; meeting requests will be honored from any of the three organizations (ACE, City, LTWC).

LTWC further agrees to:

- Contribute significant work-in-kind to help ensure the success of the project. The funding for this will come from various sources: mostly public and private grants with additional financial and labor contributions from donors and volunteers.
- Participate in project meetings, communications and decisions.
- Act as a liaison between the Confederated Tribes of Siletz Indians (CTSI) and the project partners (LTWC, ACE, City), to keep CTSI updated on the status of the project.

The City of Monroe further agrees to:

- Fulfill its obligations as Project NFS.
- Accept, acknowledge and interface with LTWC as a joint major partner – the NGO Partner - in the 1135 project.
- Include LTWC in all project meetings, communications and decisions. This is consistent with the stated intent of ACE.
- Contribute work-in-kind towards the project to the maximum possible extent to ensure successful completion of the project, including but not limited to staff time, volunteer time, any other eligible time by staff, volunteers, contractors or partners.
- Collaborate on grant applications and/or be the grant recipient as requested by LTWC to provide match for the Project, when LTWC is not able to be applicant or grantee due to grantor provisions and/or preferences. In this situation LTWC would lead the writing of these grant applications and contribute towards their completion to the maximum extent possible.

Section 8: Termination, Withdrawal of Funding, Other Provisions

8.1 Natural Termination - Project Completion

This Agreement will naturally terminate once the project completes the Implementation Phase. The implementation phase includes design & construction, plus the adaptive management period, which is listed in the Feasibility Report and Environmental Assessment as five years following implementation of the project (approximately 2031).

8.2 Consequences of Withdrawing

If the Long Tom Watershed Council, as co-signer of the MOU and NGO partner to the project, decides to withdraw from the Project and/or MOU, they acknowledge the Project may not move forward and relationships with ACE and the City will be affected.

If the City, as official sponsor of the 1135 project, and signer of the PPA with ACE, decides to withdraw from the Project and/or MOU with LTWC, the City acknowledges this will affect existing and future partnerships with the LTWC regarding the River and other projects. If the City terminates this agreement, the City will pay back to LTWC the O&M funding LTWC provided to the City as described above in section 6C. If the City withdraws from the project after LTWC grant funds have been disbursed and spent by ACE, LTWC *may* be responsible for reimbursing the funder that awarded those funds to LTWC. *If* LTWC has to repay these funds due to actions of the City that causes the project to terminate before its completion, the City shall reimburse LTWC for these grant funds. In the event of this occurrence, the City would have a maximum of 12 months from date of termination to pay the full amount of cash match provided by LTWC to the Project, with the first substantial payment due to LTWC in 30 days, and monthly progress payments of 10% of original balance. LTWC may waive this provision if a replacement sponsor is found, and accepted by ACE, within 3 months.

Note that “withdrawal” includes suspension for more than 30 days, termination or other comparable action that suspends or terminates or affects progress on the project significantly.

8.3 Dispute Resolution

Continued Performance. Unless the Contract is terminated, neither party shall suspend performance of its obligation hereunder pending the resolution of a dispute.

Negotiation/Mediation. The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

Litigation/Arbitration. Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Benton County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Benton County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

8.4 Amendments

This MOU may be amended to add or remove parties or provisions if all parties agree.

8.5 Termination

Either party may terminate participation in the MOU after providing 60 days written notice to the other parties by certified mail, and scheduling an in-person discussion within the first 10 days of that notice. An email, *if* acknowledged, suffices as written notice. Termination by one or both parties does not terminate their involvement with the Project. In the event of termination, the parties shall conclude their activities relating to the project. At the time of notice, the parties may reserve a percentage of available funds that originated within their organization from the date of effective termination as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications. Any suspension or termination shall not relieve the parties of liability for any obligation incurred before the notice of termination was received by the other Party.

8.6 Non-material clauses

Nothing in this agreement shall act in any way to alter, impede, or interfere with the parties carrying out their individual missions and responsibilities.

8.7 Liability

The signatories agree to indemnify and save the other harmless from any claim, liability or damage resulting from any act on the part of the indemnifying party, its officers or employees in the performance of its responsibilities under this Agreement. The parties' indemnify and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Acts and the Oregon Constitution. LTWC will not be held legally responsible for the actions of employees or contractors of the City of Monroe and the City of Monroe will not be held legally responsible for the actions of employees or contractors of LTWC.

8.8 Severability

If any provisions of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

8.9 Insurance

LTWC holds commercial general liability insurance with coverage of not less than \$1 million combined single limit per occurrence and aggregate of \$3 million, and \$2 million/\$4 million umbrella, for bodily injury, personal injury or property damage. LTWC will add the City of Monroe as an additionally insured to their policy and provide a certificate of insurance to the City prior to commencement of construction of the project. Any Contractors hired by LTWC shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1 million combined single limit per occurrence, with aggregate of \$3 million for bodily injury, personal injury or property damage. Contractors shall add the City of Monroe as an additionally insured to their policy and provide a certificate of insurance to the City prior to commencement of construction of the project.

Section 9: Signature of Agreement

The City of Monroe and the Long Tom Watershed Council hereby agree to the terms listed above, and it is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

Approved:

Signature _____ Date _____
Name _____ Title _____
City of Monroe
664 Commercial St.
Monroe, Oregon 97456
541-847-5174

Signature _____ Date _____
Name _____ Title _____
Long Tom Watershed Council
11 East 27th Avenue
Eugene, Oregon 97405
541-654-8965

Additional Project Members:

Long Tom Watershed Council

Jed Kaul – Aquatic Program Manager

City of Monroe

Steve Martinenko - City Administrator

John Greydanus - 1135 Project Committee Chair

Attachments

- 1. Executed Grant Agreement between LTWC and the U.S. Fish and Wildlife Service -**
This grant will provide \$621,000 towards the NFS cost share requirement outlined in the PPA for the 1135 project.
- 2. Executed Grant Agreement between LTWC and the Oregon Watershed Enhancement Board -** This grant will provide \$708,000 for contracted services, equipment, and supplies and materials that will go directly to the design and construction of the City's new municipal water intake.



ORDINANCE 2024-04

AN ORDINANCE IMPLEMENTING AN EIGHT PERCENT TRANSIENT LODGING TAX

FIRST READING

WHEREAS, a local transient lodging tax is a tax imposed by a local government on the sale, service or furnishing of transient lodging;

WHEREAS, transient lodging includes hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; or houses, condominiums, or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy;

WHEREAS, ORS 320.350 provides that a city council may impose a new local transient lodging tax if at least seventy percent (70%) of the net revenue shall be used to fund tourism promotion or tourism-related facilities or certain debt-related expenses and no more than thirty percent (30%) of net revenue may be used for city services; and

WHEREAS, the city wishes to require any person other than a transient lodging provider that facilitates the retail sale of transient lodging and: charges for occupancy of the transient lodging; collects the consideration charged for occupancy of the transient lodging; or receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging and remitting the tax to the city; and

WHEREAS, the Monroe City Council wants to impose an eight percent transient lodging tax.

NOW, THEREFORE, THE CITY OF MONROE CITY COUNCIL ORDAINS AS FOLLOWS:

1. Title IV of the Monroe municipal code is hereby amended to add Chapter 2 with the transient lodging tax code per Exhibit A.

Sections:

- 010 – Title
- 020 – Definitions
- 030 – Tax Imposed
- 040 – Collection of Tax by Transient Lodging Tax Collector
- 050 – Short-term Rental Hosting Platform Fees
- 060 – Liability for Tax
- 070 – Exemptions
- 080 – Registration of Transient Lodging Provider, Form and Contents, Execution, Certificate of Authority
- 090 – Tax Remittance and Filing of Returns
- 100 – Penalties and Interest
- 110 – Deficiency Determination, Fraud, Evasion, and Tax Collector Delay
- 120 – Redeterminations
- 130 – Collections
- 140 – Lien
- 150 – Refunds
- 160 – Administration
- 170 – Appeals to City Council
- 180 – Severability
- 190 – Penalty

010 TITLE.

The Monroe Municipal Code Title IV, Chapter 2 and the sections and subsections that are hereafter set forth shall be referred to as the “Transient Lodging Tax Ordinance.”

020 – DEFINITIONS.

The following definitions apply in this chapter.

- A. “Booking Service” means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a host and a prospective occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction. Booking services include directly or indirectly accepting, receiving, or facilitating payment, whether or not the person or entity is the ultimate recipient of the payment, including through Application Programming Interfaces (APIs) or other computerized devices where third-party providers receive information about a transaction and collect funds for the transient lodging occupancy from an occupant.
- B. “Host” means the owner or person who resides at the short-term rental or has been designated by the owner or resident of the short-term rental and who rents out the short-term rental for transient lodging occupancy either directly or through the use of a hosting platform.
- C. “Hosting Platform” means a person or entity that participates in a short-term rental transaction by collecting or receiving a fee for booking services through which a host may offer a transient lodging facility. Hosting platforms usually, though not necessarily, provide booking services through an online platform that allows a host to advertise the transient lodging through a website provided by the hosting platform and provides a means for the hosting platform to conduct a transaction by which prospective occupants arrange transient lodging and payment, whether the occupant pays rent directly to the host or to the hosting platform.

D. "Occupant" means any individual who exercises occupancy or is entitled to occupancy in a transient lodging facility for a period of 30 or fewer consecutive calendar days, counting portions of calendar days as full days.

E. "Person" means any individual, firm, partnership, joint venture, limited liability company, corporation, limited liability partnership, association, host, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

F. "Rent" means the consideration paid or payable by an occupant for the occupancy of a transient lodging facility valued in money, goods, labor, credits, property, or other consideration. If a separate fee is charged for services, goods, or commodities, and the fee is optional and separate from the occupancy fee, that fee is not included in or considered rent.

G. "Short-Term Rental" means a house or other residential dwelling unit where guest bedrooms or the entire residential dwelling unit may be rented for transient occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that allows for residential use in a mixed-use zone.

H. "Short-Term Rental Hosting Platform" means a business or other person that facilitates the retail sale, service, or furnishing of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental hosting platforms are transient lodging intermediaries.

I. "Tax Administrator" means the City Administrator of the City of Monroe, or any agent of the City authorized by the City Council to act as the City's tax administrator, including the Oregon Department of Revenue when acting pursuant to an agreement with the City under ORS 305.620 and any applicable administrative rules adopted by the Oregon Department of Revenue.

J. "Transient Occupancy" or "Transient Use" means the right to the use or possession of any space in a transient lodging facility for dwelling, lodging, or sleeping purposes for 30 or fewer consecutive calendar days, for which compensation (rent) is paid by the occupant.

K. "Transient Lodging" or "Transient Lodging Facility" means:

1. Hotel, motel, inn, bed & breakfast, short-term rental, and any other dwelling unit(s) used for transient occupancy;
2. Houses, accessory dwelling units, or other dwelling units, or portions of any of these dwelling units that are used for transient occupancy.

L. "Transient Lodging Intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

1. Charges for occupancy of the transient lodging;
2. Collects the consideration charged for occupancy of the transient lodging; or

3. Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

M. "Transient Lodging Provider" means a person that furnishes transient lodging.

N. "Transient Lodging Tax Collector" or "Tax Collector" means a transient lodging provider or transient lodging intermediary.

O. "TLT" or "Tax" means the transient lodging tax imposed by the City of Monroe.

030 – TAX IMPOSED.

A. **Effective _____**, each occupant shall pay a transient lodging tax in the amount of **8% of the rent**. The occupant shall pay the TLT at the same time the occupant pays rent to the transient lodging tax collector. TLT amounts shall be rounded down to the nearest cent. The tax collector shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the tax collector with each installment unless the occupant pays the entire amount with the first payment.

B. Bills, receipts, or invoices provided to occupants shall list the city TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or receipts must be reported as TLT and, after collection, must be turned over to the City, less 5% of the net TLT due that may be withheld by the tax collector under ORS 320.345 as an administrative charge.

040 – COLLECTION OF TAX BY TRANSIENT LODGING TAX COLLECTOR.

A. Every tax collector shall collect the TLT at the time rent is paid. For purposes of this section, if payment is by credit card, payment is made at the time the credit card information is provided to the tax collector, not when the tax collector ultimately receives credit for the transaction. While holding the payment in trust for the City, a tax collector may commingle the tax proceeds with the tax collector's funds, but the tax collector is not the owner of the tax proceeds, except that when a return is filed, the tax collector becomes the owner of the administrative fee that is authorized to be retained. Tax collectors shall record the tax when rent is collected if the tax collector keeps records on a cash accounting basis, and shall record the tax when earned if the tax collector keeps records on an accrual accounting basis. The tax collector is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.

B. Upon request of the City, tax collectors must provide the physical address of all transient lodging facilities within the city limits and related contact information, including the name and mailing address of the general manager, agent, owner, host or other responsible person for the location.

C. The tax collector shall remit TLT collected pursuant to this Chapter and shall submit reports to the City's tax administrator on a quarterly basis in accordance with Section 090.

050 – SHORT-TERM RENTAL HOSTING PLATFORM FEES.

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as transient lodging facilities with the City and possess a certificate of authority at the time the short-term rental is advertised, booked, and occupied.

060 – LIABILITY FOR TAX.

Transient lodging providers and owners who receive any portion of the rent for transient lodging, and transient lodging intermediaries that provide booking services, are all jointly and severally liable for the tax.

070 – EXEMPTIONS.

No TLT shall be imposed upon the following:

A. Transient use of a dwelling unit in a hospital, health care facility, long-term care facility, or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;

B. Transient use of a dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;

C. Transient use of a dwelling unit, the consideration for which is funded through a contract or grant with a government agency and the purpose of which is to provide emergency or temporary shelter;

D. Transient use of a dwelling unit at a nonprofit youth or church camp, nonprofit conference center, or other nonprofit facility; or

E. Use of a dwelling or other transient lodging facility that is leased or otherwise occupied by the same individual for 31 or more consecutive calendar days—i.e., for non-transient use. The requirements of this subsection are satisfied even if the individual changes the physical dwelling unit during the 31-day consecutive period, if:

(1) All dwelling units occupied are within the same facility; and

(2) The person paying consideration for the transient lodging is the same person throughout the consecutive period.

080 – REGISTRATION OF TRANSIENT LODGING PROVIDER, FORM AND CONTENTS, EXECUTION, CERTIFICATION OF AUTHORITY.

A. Every person engaging or about to engage in business as a transient lodging provider shall provide a completed registration form to the tax administrator within 15 calendar days after commencing business. The registration form must contain the name of the transient lodging facility owner, the name of the business, any separate business address, and other information as the tax administrator may require to implement this Chapter. Transient lodging providers who own or operate transient lodging facilities in Monroe shall provide the address of each transient lodging facility. The registration form must be signed by the transient lodging provider. The tax administrator shall, upon processing the registration form, issue without charge a certificate of authority to collect the TLT. The obligation to collect the TLT is imposed once rent for transient lodging is paid, even if the registration form has not been filed or if the certificate of authority has not been issued.

B. Certificates of authority shall be non-assignable and non-transferable, and shall be surrendered to the tax administrator when the business is sold or transferred or when a lodging facility ceases to operate at the location specified in the registration form. Each certificate issued to a transient lodging provider for a specific lodging facility shall be prominently displayed at the lodging facility and include:

- (1) The name of the transient lodging provider;
- (2) The address of the transient lodging facility;
- (3) The date the certificate was issued; and
- (4) The certificate number as assigned by the tax administrator.

C. The City's acceptance of a transient lodging registration form, issuance of a certificate of authority to collect TLT, and receipt of transient lodging tax remittances and returns shall not be interpreted as a permit for any use or purpose and do not indicate conformance with the City's Zoning Ordinance and land use regulations. Hosts and transient lodging providers are responsible for complying with the City's Zoning Ordinance and all other city laws and regulations applicable to the use of property for transient lodging.

090 – TAX REMITTANCE AND FILING OF RETURNS.

A. Tax collectors shall submit a completed tax return form to the tax administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the preceding month, and accompanied by remittance of all tax collected, less a 5% administration fee. Returns shall be made under penalties for false swearing.

B. The tax collector is entitled to withhold the 5% administration fee. If a transient lodging facility has multiple owners or multiple transient lodging providers, they are not entitled to retain additional fees.

C. Remittances are delinquent if not made by the last day of the month in which they are due.

D. Returns shall show the gross rents collected, taxable rents, the total amount of TLT collected and the amount of the administrative fee retained by the tax collector. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.

E. Tax returns and remittances shall be submitted on forms and by methods specified by the City's tax administrator, which may be in person, or by mail, or electronically via a City-authorized payment platform. If the return and remittance is mailed, the postmark shall be considered the date of delivery.

F. The tax administrator may extend the time for making any return or remittance of the tax by up to 30 days for good cause shown by the tax collector. No further days or additional extensions shall be granted to a tax collector, except by the City Council. Any tax collector to whom an extension is granted shall pay interest at the rate of 10% per month on the net TLT due without proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties.

100 – PENALTIES AND INTEREST.

1. Interest shall be added to the overall tax amount due, at the same rate established under ORS 305.220 for each month, or fraction of a month, from the time the return to the City was originally required to be filed to the time of payment.

2. If a tax collector fails to file a return with the tax administrator or pay the tax as required, a penalty shall be imposed in the same manner and amount as provided under ORS 314.400.

3. Every penalty imposed, and any interest that accrues, becomes a part of the financial obligation required to be paid and remitted to the tax administrator.

4. Taxes, interest, and penalties transferred to the tax administrator will be distributed to the City's General Fund.

5. If at any time a tax collector fails to remit any amount owed in taxes, interest, or penalties, the tax administrator is authorized to enforce collection on behalf of the City of the owed amount.

110 – DEFICIENCY DETERMINATION, FRAUD, EVASION, AND TAX COLLECTOR DELAY.

A. Deficiency Determination. The tax administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other credible evidence. In the event of a deficiency, the tax administrator shall provide notice of the deficiency to the tax collector, who shall remit the deficient amount within 30 business days of the deficiency notice. Notice may be by personal delivery or certified or registered mail.

1. In reviewing and adjusting tax returns, the tax administrator shall offset any amount received in excess of the remittances due against any shortages in remittances.

2. Except in the case of fraud or intent to evade the TLT, notice of deficiency determinations shall be issued within three years of the period for which the deficiency determination is made.

3. The time to remit deficient payment amounts under this Section shall be extended if the tax collector timely requests a redetermination.

B. Fraud; Refusal to Collect; Evasion. If any tax collector fails to collect, report, or remit the tax as required, submits a fraudulent return, or otherwise violates or attempts to violate this Chapter, the tax administrator shall estimate the tax due, and calculate the amount owed from the tax collector for tax remittance, interest, and penalties, and provide notice to the tax collector of the assessment. The determination and notice of deficiency shall be made and mailed within three years of the discovery by the tax administrator of the violation. The deficiency is due and payable upon receipt of notice and shall become final 30 business days after the date notice was delivered unless the tax trustee files a petition for redetermination. Notice may be by personal delivery or certified or registered mail.

120 – REDETERMINATIONS.

A. Any person affected by a determination may file a petition for redetermination with the tax administrator within 30 business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.

B. If a petition for redetermination is filed within the allowable period, the tax administrator shall reconsider the determination and grant an oral hearing if requested. The petitioner shall be allowed at least 20 calendar days to prepare for the hearing.

C. After considering the petition and all available information, the tax administrator shall issue a redetermination decision and mail the decision to the petitioner. During the redetermination process, the tax administrator may agree to a reasonable compromise of the amount due if there is a good faith dispute over the amount owed.

D. The decision of the tax administrator on redetermination becomes final and payment is due 10 business days after the decision is mailed unless the petitioner files an appeal to the City Council within that time. The appeal shall be filed with the tax administrator. The City Council's decision shall be final when reduced to writing and mailed to the petitioner, and all amounts due shall be paid within 10 business days of mailing of the City Council decision. The City Council's decision is final.

130 – COLLECTIONS.

A. The City may bring legal action to collect on any amounts owed to the City under this Chapter within three years after a remittance is due to the City or within three years after any determination of deficiency becomes final.

B. The City shall be entitled to collect reasonable attorneys' fees in any legal action brought to collect any amount owed to the City under this Chapter.

140 – LIEN.

The city may record a lien in the city's lien docket against any real property owned by a transient lodging provider who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the transient lodging provider.

A. The City's lien shall have priority ahead of all other liens except as prohibited by any applicable law.

B. The City's lien may be foreclosed as a municipal assessment lien pursuant to ORS 223.505 to 223.595 or through any other legal process.

150 – REFUNDS.

A. Refunds by the City to the Transient Lodging Tax Collector. If the tax collector remits more tax, penalty, or interest than is due, the tax collector may file a claim in writing stating the facts relating to the claim, within three years from the date of remittance. If the claim is approved by the tax administrator, the excess amount shall either be refunded or credited on any amount due from the tax collector.

B. Refunds by City to Occupant. A tax collector may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the tax administrator determines that the tax was collected and remitted to the City and the occupant was not required to pay the tax or overpaid, the City shall issue a refund.

C. Refunds by Transient Lodging Tax Collector to Occupant. If an occupant has paid tax to a tax collector, but then stays a total of 31 or more consecutive days, the tax collector shall refund to the occupant any tax collected for any portion of the continuous stay. The tax collector shall account for the collection and refund to the tax administrator. If the tax collector has remitted the tax prior to the refund or credit to the occupant, the tax collector shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.

D. Burden of Proof. The person claiming the refund shall have the burden of proving the facts that establish the basis for the refund.

160 – ADMINISTRATION.

A. Use of TLT Funds. Seventy percent of the net revenue that the City receives from TLT shall be used for tourism promotion and tourism-related facilities. Thirty percent of the net revenue the City receives from TLT shall be used for city services.

B. Tourism Fund. A special tourism fund shall be established for the purpose of promoting tourism or funding tourism-related facilities within the City of Monroe. The tax administrator shall deposit 70% of all money collected under the provisions of this Chapter to the credit of the tourism fund. All moneys paid to this fund shall be used for the promotion of tourism or for funding tourism-related facilities.

C. Records Required from Tax Collector. Every tax collector shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained for at least three years and six months from the date of the record.

D. Examination of Records; Investigations. The City's tax administrator, or the City's agent for purposes of administering this Subsection, may examine, during normal business hours, all records of a tax collector relating to the receipt of rent and TLT and remittance, and may obtain copies of the records to audit returns.

E. Authority of Tax Administrator. The tax administrator shall have the power to administer and enforce this Chapter, conduct audits, and create forms consistent with this Chapter. The tax administrator shall propose rules and regulations of general application that are consistent with this Chapter for approval and adoption by the City Council. The City Council shall adopt rules and regulations under this Chapter at a public meeting with an opportunity for public comment. Adopted rules and regulations of general application shall be provided to all registered transient lodging providers. The tax administrator shall notify all registered transient lodging providers of any changes to the adopted rules and regulations. The tax administrator may issue written interpretations by request of a tax collector. As to the tax collector to whom the interpretation is issued, the City will act consistently with the interpretation until it is withdrawn, and the City shall provide 30 days' written notice of withdrawal of an interpretation. Any interpretation issued by the tax administrator may be withdrawn by the tax administrator.

F. Confidential Character of Information Obtained; Disclosure Unlawful. The City shall maintain the confidentiality of information provided by tax collectors. Nothing in this subsection shall be construed to prevent:

1. The disclosure to, or the examination of, records and equipment by another City official, employee, contractor, or agent for collection of taxes for the purpose of administering or enforcing any provisions of this Chapter.
2. Disclosure of information to the tax collector and the tax collector's agents.
3. The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.
4. The disclosure of general statistics regarding taxes collected or business done in the City.
5. Disclosures required by ORS Chapter 192.

6. Disclosures required by ORS Chapter 297.

170 – APPEALS TO CITY COUNCIL.

If the Oregon Department of Revenue is the tax administrator, all appeals shall be filed in the Oregon Tax Court. See ORS 305.620(6). In all other cases, any person aggrieved by any decision of the tax administrator may appeal to the city council by filing a written appeal with the tax administrator within 10 business days of the serving or mailing of the decision being appealed. The city manager shall schedule the hearing on a city council agenda and provide the appellant notice of the hearing at least 10 business days before the hearing. The city council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the city council by filing a written appeal within 10 business days of the mailing of the notice of the regulation.

180 – SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, or phrase of this Chapter, or any part thereof, is invalidated by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter or any part thereof. The Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or paragraphs be declared unconstitutional or otherwise invalid.

190 – PENALTY.

A violation of this Chapter is a civil infraction with a penalty fee established in the Monroe Master Fee Schedule. Each day that a violation remains uncured is a separate citable infraction.

HONORING FIRST RESPONDERS' PROCLAMATION

WHEREAS, first responders, both men and women, career and volunteer, from 911 dispatchers, law enforcement officers, firefighters, emergency medical services personnel, military personnel, search and rescue teams, rescue pilots and divers, and emergency management professionals come together to protect and aid the public in the event of an emergency; and

WHEREAS, first responders risk their life and safety every day in the performance of their duties to protect our citizens; and

WHEREAS, at a moment's notice, first responders are quick to respond to dangerous and unnerving situations that threaten our community; and

WHEREAS, first responders must be ready to provide lifesaving services to the residents of Monroe and South Benton County 24 hours a day, seven days a week throughout the year; and

WHEREAS, first responders undergo significant education, specialized training, and personal sacrifice to contribute their excellent and necessary skills for the public good; and

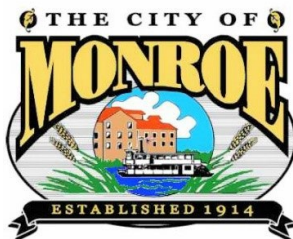
WHEREAS, we recognize the integral role first responders play in our communities and the benefits derived from their hard work, commitment, sacrifice, and unhesitating dedication;

WHEREAS, during National First Responders' Day, First Responders Appreciation Month, and throughout the year, our citizens are encouraged to celebrate the service and sacrifice of local First Responders who make our community the best in which to live, work, and raise a family;

NOW, THEREFORE, the Mayor and Monroe City Council, do hereby proclaim the entire month of October 2024, which includes National First Responders' Day on Monday, October 28, 2024 as ...

FIRST RESPONDERS' APPRECIATION MONTH

... in the City of Monroe, and urge all community members to express their personal gratitude to those who serve us all so selflessly.



DATED this 23rd day of September, 2024.

Dan Sheets, Mayor

VETERANS OF FOREIGN WARS (VFW) DAY PROCLAMATION

WHEREAS, the Veterans of Foreign Wars (VFW) of the United States (U.S.) was founded in 1899 by a small group of veterans who returned from campaigns in Cuba and the Philippines, banding together to create a veterans' organization that would advocate on behalf of all veterans; and

WHEREAS, the VFW is a nonprofit veterans' service organization comprised of eligible veterans and military service members from active duty, National Guard, and reserve forces; and

WHEREAS, the VFW's mission is to foster camaraderie among U.S. veterans of overseas conflicts, serve our veterans, the military and our communities, and advocate on behalf of all veterans; and

WHEREAS, since its inception, the VFW has been instrumental in the establishment of the Veterans Administration, the national cemetery system, and the creation of every national veteran's memorial; and

WHEREAS, the VFW has played a vital role in virtually every significant piece of veterans' legislation passed in the 20th and 21st centuries to include the Honoring Our PACT Act, the most consequential expansion of veterans benefits in history; and

WHEREAS, VFW Posts and members continue to play an important role in supporting charitable endeavors in their local communities, as well as fighting for veteran legislation at the state level; and

WHEREAS, the VFW's 125th anniversary is being observed on September 29, 2024; and

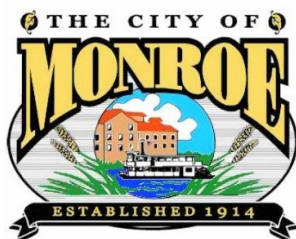
WHEREAS, the VFW has 115 Posts in Oregon and over 5,900 VFW Posts nationally with nearly 1.9 million members, including auxiliaries; and

WHEREAS, the City of Monroe wishes to honor the veterans residing in our community by supporting them and working with the Veterans of Foreign Wars (VFW) Post 3957 in Monroe, Oregon; and

NOW, THEREFORE, the Mayor and Monroe City Council, do hereby proclaim and recognize the date of Sunday, September 29, 2024 as ...

VFW DAY

... in the City of Monroe and call this observance to the attention of all our citizens and community members.



DATED this 23rd day of September, 2024.

Dan Sheets, Mayor