CITY COUNCIL NOTICE/AGENDA

Monday December 17, 2018 MONROE CITY HALL

6PM 658 COMMERCIAL



- 1. OPENING: Call to Order, Pledge of Allegiance and Roll Call
- 2. PUBLIC ITEMS and COMMENTS: (please limit your comments to less than 3 minutes)
- 3. STAFF REPORTS and UPDATES and PRESENTATIONS
 - City Administrator Rick Hohnbaum

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4. PRESENTATION: Library Legacy Facility Project

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- 5. 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
 - **5.1.** Approval of Bills. Financials and Minutes

page 44

- 6. PUBLIC HEARING: Continuance: ORDINANCE 18-600 AN ORDINANCE AMENDING CITY CODE Nuisances Affecting Public Safety, Surface Waters, Drainage page 63
- 7. NEW BUSINESS
 - 7.1 Council Vacancy Appointment
- 8. OLD BUSINESS
 - 8.1. Budget Committee 2019 Recruitment/Appointment
 - 8.2. Main Street Street PROJECT
 - 8.3. System Development Report

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8.4. Gas Station Property and Update

8.5. Ordinance 18-200 Referral back from committee

page 72

8.6. South Benton Nutrition Program Agreement

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- 9. OTHER BUSINESS:
 - 9.1. Committee Reports:
 - 9.2. Councilor Comments:
 - 9.3. Mayor's Comments:
- **10**. **ADJOURN:**

RESOLUTION NO. 2017-20

A RESOLUTION SUPPORTING AND AFFIRMING MEMBERSHIP OF THE CORVALLIS COALITION ESTABLISHED TO APPLY FOR EPA COMMUNITY BROWNFIELD ASSESSMENT GRANTS, WORK WITH REGIONAL PARTNERS TO ADDRESS ENVIRONMENTALLY RELATED CHALLENGES FOR ECONOMIC DEVELOPMENT AND TO AUTHORIZE MAYOR PAUL CANTER TO SIGN A LETTER OF COMMITMENT ON BEHALF OF THE CITY OF MONROE

WHEREAS, the City of Monroe has been invited to be a participatory member of the Corvallis Coalition for the purpose of applying for funding and developing a partnership in addressing regional environmentally challenged undeveloped properties; and

WHEREAS, The City of Monroe has an interest in addressing environmentally challenged properties not only within Monroe but in the region as well; and

WHEREAS, the City of Monroe has an interest in partnership development within the region as exemplified with the existing development partnership of regional agencies, jurisdictions and non-profits within the area including Benton County, Monroe School District, COE, Long Tom Water Shed Council, Alliance for Recreation and Natural Areas, South Benton County Connectivity Community, South Benton Community Enhancement Association, South Benton County Recreation Alliance and membership within the Oregon Cascade West Council of Governments; and

WHEREAS, the interest and scope of economic, community and downtown development for the community of Monroe including a closed gas station property, a former feed and seed mill site and a former brick manufacturing yard has become of significant concern and interest based upon recent development interests within the region;

NOW THEREFORE, the Monroe City Council hereby declares and determines that they authorize and support the City of Monroe's commitment as a member of the Corvallis Coalition for the purpose of applying for EPA grants, administering funds received by the coalition and participating in the decision-making process of the Corvallis Coalition and authorize Mayor Paul Canter to sign the proposed letter of commitment (Attached Exhibit A).

ADOPTED by the City Council this 23rd day of October, 2017.

APPROVED

Paul Canter, Mayor

Rick Hohnbaum, City Recorder



October 23, 2017

Kent Weiss Housing & Neighborhood Services Manager City of Corvallis, Oregon

RE: Letter of Commitment for the Corvallis, Oregon Coalition EPA Brownfield Assessment Grant Application

To whom it may concern;

The City of Monroe, Oregon is committed to being an active Coalition partner for the EPA Brownfields Assessment Coalition Grant application submitted by the City of Corvallis, Oregon. EPA grant funds will allow the Corvallis Coalition to identify better use of existing infrastructure and redevelop distressed and underutilized properties to promote reinvestment in our communities and enhance economic development opportunities.

The City of Corvallis is our partner in the successful Monroe City Library Project. This new \$2M structure the City of Monroe owns and the City of Corvallis operates a public library. A significant part of this project was the redevelopment of the old train depot which is one wing of building.

In Monroe there is a closed gas station which Benton County, another coalition member, owns through property foreclosure which has known environmental issues. There is also a 15-acre zoned manufacturing undeveloped property which many years ago was a brick mill. In addition, the rail road line through the center of the community has had the rails removed and there is a municipal group and a regional non-profit organization interested in the area for trails including a new safe route to school project. This grant is a significant potential opportunity for the City of Monroe and our partners with the means to work with property owners to resolve lingering contamination issues and reuse these sites for community benefit. Creating useable properties will complement the existing efforts already set forth by Monroe and encourage much-needed reinvestment, economic development, and job creation opportunities.

City staff including our City Administrator and Community Development Coordinator are excited to collaborate with the Corvallis Coalition to plan community outreach efforts, participate on advisory committee meetings, provide input in the site selection process, and help guide assessment and redevelopment planning activities. We anticipate our in-kind contributions will include 40 hours of staff time per year. Over the 3-year grant period, our estimated contribution equals \$ 4,900 (40 hours x \$41.hour for personal and fringe costs x 3 years).

We believe this project will serve an anchor for enhancing economic development opportunities by attracting new investment, establishing new partnerships, and sustaining the heritage of our communities. If you need further information please contact me at using the information provided below.

Sincerely,

Paul Canter, Mayor

Paul.canter@ci.monroe.or.us

CORVALLIS BROWNFIELDS ASSESSMENT GRANT COALITION MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:

CITY OF CORVALLIS, CITY OF ALBANY, CITY OF PHILOMATH, CITY OF MONROE, BENTON COUNTY

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Corvallis Brownfield Assessment Coalition with regard to U.S. Environmental Protection Agency (EPA) Cooperative Agreement No. 01J53201 (Attachment A), awarded by EPA on September 18, 2018. The Cooperative Agreement was awarded to the Lead Coalition Member – the City of Corvallis, Oregon. The grant period of performance is October 1, 2018 through September 30, 2021.

- 1. As the Lead Coalition Member, the City of Corvallis is accountable to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and for ensuring that all Coalition Members also comply with the statutes, regulations, terms and conditions.
- 2. It is the responsibility of the City of Corvallis to provide timely information to the Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the grant period of performance.
- 3. In addition to the City of Corvallis, the Coalition Members include the City of Albany, the City of Philomath, the City of Monroe, and Benton County. Contact information for the lead project representative on behalf of each Coalition Member is as follows:

CITY OF CORVALLIS

Kent Weiss, Housing and Neighborhood Services Manager Address: 501 SW Madison Avenue, Corvallis, Oregon, 97333

Phone: 541-766-6555

Email: kent.weiss@corvallisoregon.gov

CITY OF ALBANY

Seth Sherry, Economic Development Manager

Address: 333 Broadalbin Street SW, Albany, Oregon, 97321

Phone: 541-791-0180

Email: seth.sherry@cityofalbany.net

CITY OF PHILOMATH

Chris Workman, City Manager

Address: 980 Applegate Street, Philomath, Oregon, 97370

Phone: 541-929-6148

Email: chris.workman@philomathoregon.gov

CITY OF MONROE

Rick Hohnbaum, City Administrator

Address: 664 Commercial Street, Monroe, Oregon, 97456

Phone: 541-847-5175

Email: rick.hohnbaum@ci.monroe.or.us

BENTON COUNTY

Gary Stockhoff, Public Works Director Address: 360 SW Avery Avenue

Phone: 541-766-6821

Email: gary.stockhoff@co.benton.or.us

- 4. Activities funded through the Cooperative Agreement are described in the tasks outlined in the EPA-approved Brownfields Assessment Coalition Cooperative Agreement Work Plan dated July 10, 2018 (referred to as the "Work Plan" and included as Attachment B). Project tasks outlined in the Work Plan include:
 - Task 1: Project Management, Reporting and Travel
 - Task 2: Community Outreach and Public Involvement
 - Task 3: Brownfield Inventory and Prioritization
 - Task 4: Phase I and II ESAs
 - Task 5: Remedial Action Plans (RAPs) and Area-Wide Planning (AWP)

In compliance with 2 CFR 200.317-.326 the City of Corvallis has retained Stantec Consulting Services Inc. as the prime consultant for the project to support and/or conduct activities funded through the Cooperative Agreement. The City of Corvallis may also retain consultant(s) and contractor(s) in compliance with 2 CFR 200.317-326 to undertake various activities funded through the Cooperative Agreement.

- 5. The City of Corvallis and Coalition Members will work to develop a site selection process based on cooperatively-determined factors, and will ensure that assessments are completed within the jurisdiction of each Coalition Member within the term of the Cooperative Agreement. Selected sites will be submitted to the EPA for approval prior to assessment work to ensure eligibility. The Work Plan identifies the number of Phase I ESAs, Phase II ESAs, Analyses of Brownfields Cleanup Alternatives (ABCAs), RAPs and/or Site Specific Reuse Plans (SSRPs), and AWPs that are anticipated to be completed.
- 6. Upon designation of the specific sites, it will be the responsibility of the City of Corvallis to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the Consultant or other contractor(s). It will be the responsibility of said Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities, the City of Corvallis may assist in securing necessary site access agreements and permits.
- 7. The City of Corvallis is responsible for ensuring that other activities as negotiated in the Work Plan are implemented in accordance with a schedule agreed upon by the City of Corvallis and the Coalition Member in whose geographic area the site to be assessed is located.

This MEMORANDUM OF AGREEMENT for the Brownfields Assessment Coalition led by the City of Corvallis is agreed upon by the parties below.

CITY OF CORVALLIS	
Mark W. Shepard, P.E., City Manager	Date
CITY OF ALBANY	
Peter Troedsson, City Manager	Date
CITY OF PHILOMATH	
Chris Workman, City Manager	Date
CITY OF MONROE	
Rick Hohnbaum, City Administrator	Date
BENTON COUNTY	98
Joe Kerby, County Administrator	Date

BF - 01J53201 - 0 Page 1 GRANT NUMBER (FAIN): 01J53201 UNITED STATE MODIFICATION NUMBER: 0 DATE OF AWARD U.S. ENVIRONMENTAL PROGRAM CODE: BF 09/18/2018 PROTECTION AGENCY TYPE OF ACTION MAILING DATE 09/25/2018 New **PAYMENT METHOD:** ACH# **Cooperative Agreement** X0619 RECIPIENT TYPE: Send Payment Request to: Municipal Las Vegas Finance Center LVFC-grants@epa.gov RECIPIENT: PAYEE: City of Corvallis City of Corvallis 501 SW Madison Avenue 501 SW Madison Avenue Corvallis, OR 97333-1083 Corvallis, OR 97333-1083 EIN: 93-6002145 PROJECT MANAGER **EPA PROJECT OFFICER EPA GRANT SPECIALIST** Kent Weiss Margaret Olson Lucas DuSablon 805 SW Broadway, Suite 500, OOO 501 SW Madison Avenue 1200 Sixth Ave., Suite 155, OMP-173 Corvallis, OR 97333-1083 Portland, OR 97205-3331 Seattle, WA 98101-3140. E-Mail: olson.margaret@epa.gov E-Mail: kent.weiss@corvallisoregon.gov E-Mail: dusablon.lucas@epa.gov Phone: 541-766-6555 Phone: 503-326-5874 Phone: 206-553-2987 PROJECT TITLE AND DESCRIPTION City of Corvallis, OR BF Assessment Coalition This agreement will provide funding for the City of Corvallis, OR and their coaltion partners to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfield sites in Corvallis, Albany, Monroe, Philomath, and Benton County Oregon to advance brownfields redevelopment. The Coalition's target areas are the Highway 99W corridor in South Corvallis ("SouthTown"); the Corvallis downtown/riverfront; the Albany downtown/riverfront; and the small rural communities of Monroe, Philomath, and others nearby in Benton County. BUDGET PERIOD PROJECT PERIOD **TOTAL BUDGET PERIOD COST TOTAL PROJECT PERIOD COST** 10/01/2018 - 09/30/2021 10/01/2018 - 09/30/2021 \$600,000.00 \$600,000.00 NOTICE OF AWARD Based on your Application dated 05/31/2018 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments. ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) **AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS**

EPA Region 10

Seattle, WA 98101

1200 Sixth Avenue, Suite 155, OMP-173

Digital signature applied by EPA Award Official Paula VanHaagen - Manager - Grants Unit

ORGANIZATION / ADDRESS

Office of Environmental Cleanup

DATE

09/18/2018

1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3140

U.S. EPA, Region 10

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$0	\$ 600,000	\$ 600,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority	
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39)	2 CFR 200 2 CFR 1500 and 40 CFR 33	

				Fiscal					
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1810NEG055 1810NEG055	18 18		10N3AG7	000D79XBP 000D79	4114	G000OR00 G000NY00	-	300,000 300,000
						1			600,000

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Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$25,252
2. Fringe Benefits	\$13,598
3. Travel	\$3,170
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$557,150
7. Construction	\$0
8. Other	\$830
9. Total Direct Charges	\$600,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$600,000
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000

EPA REGION 10 BROWNFIELDS COALITION ASSESSMENT GRANT COOPERATIVE AGREEMENT WORK PLAN

FOR

Corvallis Area Coalition
EPA Approval Date: July 10, 2018

Submitted by

City of Corvallis PO Box 1083 Corvallis, Oregon 97330-1083

Kent Weiss
Housing and Neighborhood and Services Manager
City of Corvallis
(541) 766-6555
kent.weiss@corvallisoregon.gov
www.corvallisoregon.gov

WORK PLAN FOR BROWNFIELDS COALITION ASSESSMENT GRANT COOPERATIVE AGREEMENT

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1. INTRODUCTION

1.1 Project Description, Goals and Objectives

The City of Corvallis, Oregon (Grantee) has formed a Coalition with Benton County and the cities of Albany, Monroe, and Philomath to advance brownfield redevelopment. The Coalition's Target Areas are the Highway 99W corridor in South Corvallis ("SouthTown"); the Corvallis downtown/riverfront; the Albany downtown/riverfront; and the small rural communities of Monroe, Philomath, and others nearby in Benton County.

Brownfield reuse in downtown Albany and Corvallis is critical to addressing a crippling housing shortage and stimulating job creation for the growing population. For small rural communities like Monroe and Philomath, brownfield redevelopment is essential to restoring jobs, fostering development of more dense neighborhood centers, and a reinstilling a fading sense of community.

The Coalition is clustered in the mid-Willamette River Valley in western Oregon. Settled by the 1850s with the arrival of Oregon Trail settlers, the area grew into a timber and agricultural center by the 1900s. The local economy still depends on agriculture, but in Corvallis and Albany it has diversified to include education, manufacturing, healthcare and tech. Corvallis is home to Oregon State University (OSU) and Albany is a regional manufacturing center, specializing in metals production. The small rural cities of Monroe and Philomath are rooted in the timber industry, and were devastated by its late 20th century collapse. During the industry's heyday, 12 timber mills operated in the small community of Philomath. Today, only two remain.

Corvallis is a quaint college town, but housing insecurity has reached a crisis level as population growth continues to outpace housing development. Corvallis must pursue infill brownfield redevelopment to meet the pressing housing need. Corvallis' SouthTown, an isolated, auto-oriented Corvallis neighborhood bisected by brownfield-lined Hwy 99W and cut off from downtown by the Marys River. Albany, 12 miles up the Willamette River from Corvallis, has some of the state's best-preserved downtown architecture and a historically steady manufacturing economy. But manufacturing is declining, Albany's post-recession job growth has been slow, and the vitality of the downtown/waterfront is suffering as brownfields languish. Monroe, Philomath and other rural Benton County communities are working to develop economic identities by converting abandoned timber mills and other brownfields to job-creating industrial uses and establishing downtown business districts.

The Coalition will engage its communities throughout the Project to prioritize revitalization opportunities, perform environmental site assessments (ESAs), and conduct remedial action/reuse planning activities in alignment with established community plans and objectives. The Coalition is committed to building an inventory of brownfield sites, and completing approximately 20 Phase I ESAs and 10 Phase II ESAs using grant funds. Funds will also be used for site-specific and area-wide brownfield-focused cleanup and redevelopment planning at high-priority sites identified as the project progresses. Area-wide planning will be conducted where more than one brownfield is impacting livability in a broader focus area or neighborhood, such as Corvallis' SouthTown corridor and Albany's Water Avenue corridor.

The Coalition will select sites and areas for planning once the project begins and an advisory group is established. The Coalition will engage with the community to connect residents, business owners and community organizations to goal-setting, decision-making and outcomes. Outreach, site selection and planning will be informed by recent and ongoing planning and visioning processes.

1.2 Organizational Structure and Responsibilities

The City of Corvallis is the grantee and leader of the Coalition. Corvallis Housing and Neighborhood Services Manager, Kent Weiss, will be the Coalition's Brownfield Project Manager. Kent will be assisted by Sarah Johnson, Corvallis Senior Long-Range Planner, and Paul Bilotta, Corvallis Community Development Director. Mr. Weiss will be the project point of contact with the EPA and DEQ and will lead the Coalition. As the grantee and Coalition lead, Corvallis is responsible for conducting the project in accordance with the EPA Terms and Conditions and this work plan. The City of Corvallis has hired Stantec Consulting Services Inc. (the project contractor) to provide technical environmental assessment and other support services for the project. Mr. Weiss will direct and oversee the project contractor's work. Project key contacts are summarized in the table below.

Personnel Name & Agency	Role	Contact Info
Kent Weiss	Grantee, Project	(541) 766-6555
City of Corvallis	Manager	kent.weiss@corvallisoregon.gov
Sarah Johnson	Grantee, Project	(541) 766-6574
City of Corvallis	Support	sarah.johnson@corvallisoregon.gov
,		(541) 766-6571. paul.bilotta@corvallisoregon.gov
Jason Yaich	Grantee, Project	(541) 766-6577
City of Corvallis	Support	jason.yaich@corvallisoregon.gov
Kate Porsche	Grantee, Project	(541) 766-6416
City of Corvallis	Support	kate.porsche@corvallisoregon.gov
Seth Sherry	Coalition Partner	(541) 791-0180
City of Albany	Lead	seth.sherry@cityofalbany.net
City of Monroe	Coalition Partner	(541) 847-5175
Rick Hohnbaum	Lead	rick.hohnbaum@ci.monroe.or.us
City of Philomath Chris Workman	Coalition Partner Lead	(541) 929-6148 chris.workman@philomathoregon.gov
Benton County	Coalition Partner	(541) 766-6819
Greg Verret	Lead	greg.j.verret@co.benton.or.us

The Coalition partners have pledged to assist Corvallis with grant implementation in each of their jurisdictions by assisting with community outreach, site inventorying and prioritization, assessment, cleanup/reuse planning, area-wide planning and participating on a Brownfield Advisory Committee (BAC). The BAC will be led by Corvallis, and will include at least one member from each Coalition partner. Community partners who provided letters of support for the grant application will be invited and encouraged to participate on the BAC. The BAC will guide project direction and ensure that the views and goals of the community are incorporated into project decisions. Throughout the project, the Coalition and BAC will meet to review project activities on a quarterly basis to evaluate progress against the project goals and schedule. We will adjust planned grant-funded work as necessary to ensure equitable funding throughout the Coalition and completion of project goals in the 3-year timeline.

The Coalition will work closely with the EPA and the DEQ to achieve Project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and DEQ to establish site eligibility and enroll hazardous substance and petroleum brownfield sites in appropriate cleanup programs (e.g. leaking underground storage tank [LUST] or Voluntary Cleanup Program [VCP]). The Coalition will coordinate with DEQ and EPA (as needed) for technical support, resolution of regulatory/procedural issues, and interpretation of rules/guidance documents. DEQ will review and approve Remedial Action Plans (RAPs) for sites requiring remedial action.

Project Tasks will be carried out in the following manner:

Task 1 – Project Management, Reporting and Travel

Task 1 will be led by the City of Corvallis.

Task 2 – Community Outreach and Public Involvement

The City of Corvallis, in coordination with the Coalition and BAC, will lead the community outreach effort.

Task 3 – Brownfield Inventory and Prioritization

The City of Corvallis, in coordination with the Coalition and BAC, will direct the project contractor in development of the inventory and prioritization system.

Task 4 - Phase I and II ESAs

The City of Corvallis, in coordination with the Coalition and BAC, will direct the project contractor to complete Phase I and II ESAs.

<u>Task 5 – Remedial Action Plans (RAPs) and Area-Wide Planning (AWP)</u> The City of Corvallis, in coordination with the Coalition and BAC, will direct the project contractor to complete Phase II ESAs, RAPs and AWP.

1.3 Project Outputs and Outcomes

OUTPUTS

The Coalition will inventory and assess hazardous substance and petroleum brownfields within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

Task 1 – Project Management

- Memorandum of Agreement executed by the City of Corvallis and the Coalition partners;
- Quarterly progress/status reports;
- BAC meeting minutes;
- Annual Disadvantaged Business Enterprise (DBE) reports;
- Assessment, Cleanup and Redevelopment Exchange System (ACRES) updates; and,
- Final financial and close-out summary report to EPA Region 10.

Task 2 - Public Involvement

- Meetings with the BAC, developers, property owners, other stakeholders, and the public;
- Meeting materials and presentations;
- Brochures and other public information materials; and,
- Project information on the City's website.

<u>Task 3 - Brownfield Inventory and Prioritization</u>

- Brownfield inventory for priority areas within each Coalition partner jurisdiction (to be identified by the BAC and stakeholders); and,
- Prioritization criteria based on project goals and community input that ensure grant funds will be used equitably in the Coalition areas.

Task 4 - Phase I and II ESAs

- Eligibility determinations for each site selected for Phase I ESA;
- Eligibility determination or updated eligibility determination completed previously for Phase I ESA sites for each site selected for Phase II ESA;

- Access agreements for sites prioritized for Phase I and II ESAs; and,
- ASTM E1527-13 Phase I ESA reports for up to 20 high priority brownfield sites (10 hazardous substance sites and 10 petroleum sites);
- Project-Wide Quality Assurance Project Plan (QAPP) to guide data collection and management practices for all assessments completed using grant funds;
- Site-specific cultural and natural resources review for each Phase II ESA;
- Site-Specific Sampling and Analysis Plans (SSSAPs) and Health and Safety Plans (HASPs) for sites prioritized for Phase II ESAs;
- Phase II ESA reports for up to 10 high-priority brownfields sites (5 hazardous substances sites and 5 petroleum sites);
- Recommendations for additional assessment and/or cleanup.

Task 5 - Cleanup and Reuse Planning

 Analysis of Brownfields Cleanup Alternatives (ABCAs), RAPs and/or SiteSpecific Reuse Plans at up to 2 petroleum and 2 hazardous substance sites; and, Area-Wide Planning document for a targeted focus area identified through the inventory and outreach process.

PROJECT OUTCOMES

Grant funding will allow the Coalition to build a sustainable Brownfield Revitalization Program. The Coalition will develop organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; providing public amenities; spurring private investment and creating jobs through development projects on brownfield sites; and reducing environmental threats to human health and the environment.

The following specific outcomes will be tracked:

- Vacant/underutilized properties brought into community-benefitting use;
- Housing options created on former brownfields;
- Jobs created on former brownfields;
- Increased accessibility of residents to services and amenities due to brownfield redevelopment (walkability/accessibility to grocery store, schools, medical facilities, community amenities, etc.);
- Funding leveraged from other public and private sources to promote brownfield redevelopment;

- Increased capacity for all community members to participate in redevelopment processes;
- Numbers of sites and acres of land assessed;
- Numbers of sites for which property title transfers are facilitated;
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse;
- Acres of parks or green space created;
- Length of walking or bike trails created;
- Increased property and sales tax revenue generated;
- Number of buildings seeking LEED certification;
- Increased property tax revenue; and
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA activities.

2. PROJECT TASK DESCRIPTIONS

2.1 TASK 1 – PROJECT MANAGEMENT AND REPORTING

The City of Corvallis Project Manager, Kent Weiss, is the lead responsible for each of the project management and reporting duties outlined below. In the event that Mr. Weiss can no longer manage these responsibilities, they will be assumed by Assistant Project Manager Sarah Johnson or Paul Bilotta.

2.1.1 Project Management

<u>Objective</u>: Manage the Project in accordance with EPA requirements, Cooperative Agreement Terms and Conditions, and this work plan throughout the project term.

<u>Milestones, Deliverables & Schedule</u>: Corvallis Project Manager, Kent Weiss, will oversee and manage all aspects of the project, and will be the point of contact with the EPA Project Officer throughout the project term. The Corvallis Project Manager will:

- Establish an MOA with Coalition partners by September 2018.
- Create and maintain records for each property that receives grant funds (i.e. documentation of where/how grant funds are used and property profile updates in ACRES).
- Ensure that property profiles are completed and updated as assessment and other relevant activities are completed.

- Be responsible for financial management including providing contractors with a notice to proceed with grant-funded work, drawing down grant funds from the EPA, providing financial updates to EPA as requested, and reviewing and approving payment of contractor invoices.
- Be responsible for coordinating and attending regular BAC meetings and public outreach events as described in this work plan.

2.1.2 Project Reporting - Periodic

<u>Objective</u>: Complete reporting in accordance with EPA requirements, Cooperative Agreement Terms and Conditions, and this work plan throughout the project term.

<u>Milestones, Deliverables & Schedule</u>: The Corvallis Project Manager, Kent Weiss, will oversee and ensure compliance with reporting requirements throughout the project term. The Corvallis Project Manager will:

- Submit progress reports to EPA on a quarterly basis. These reports will describe the
 progress made for each task defined in this Work Plan and additional information as
 required in EPA's Cooperative Agreement Terms and Conditions (difficulties
 encountered, an accounting of financial expenditures, preliminary data results,
 anticipated activities, and any changes of key personnel involved with the project). The
 reports will be submitted electronically to the EPA Project Officer within 30 days of the
 end of each federal fiscal quarter.
- Submit Disadvantaged Business Enterprises (DBE) Reports to EPA annually within 30 days following the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- Create and maintain records for each property that receives grant funds (i.e. documentation of where/how grant funds are used and property profiles updated in ACRES) throughout the project period.

2.1.3 Staff Training/Travel

<u>Objective</u>: Kent Weiss and Paul Bilotta of the City of Corvallis will attend one national brownfield conference and one state/regional conference to learn about innovative approaches to using grant funds, involving the community, and redeveloping brownfields.

<u>Milestones, Deliverables & Schedule:</u> Kent Weiss and Paul Bilotta anticpate attending one regional or national brownfield conference in 2019, and the next Oregon Brownfield Conference in 2020.

2.1.4 Project contractor Procurement

<u>Objective</u>: Procure environmental/brownfield redevelopment services from a qualified candidate using a competitive process in compliance with local and federal procurement requirements.

<u>Milestones, Deliverables & Schedule</u>: The City of Corvallis has completed procurement and contracted with an environmental firm to assist with project implementation. The procurement process was conducted in accordance with City of Corvallis procurement procedures as well as 2 Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements for Grants and Cooperative Agreements for Federal Awards and EPA-specific Regulations for Grants and Agreements at 2 CFR Part 1500.

2.1.5 Final Performance Report

<u>Objective</u>: Complete a Final Performance Report documenting accomplishments, outcomes and outputs, and lessons learned for the entire project period.

Milestones, Deliverables & Schedule: The Corvallis Project Manager will manage preparation of a Final Performance Report for submittal to the EPA Project Officer within 90 calendar days following the expiration or termination of the award. The final report will summarize accomplishments, expenditures, outcomes, outputs, lessons learned, and any other resources leveraged during the project and how they were used. The Final Performance Report will include lessons learned by the Coalition and project contractors, successes achieved, and a summary fact sheet of the project

2.2 TASK 2 – PUBLIC INVOLVEMENT

The City of Corvallis Project Manager, Kent Weiss, will lead the public outreach and involvement efforts for the grant project, supported by the Coalition and the project contractor.

2.2.1 Public Outreach and Involvement

<u>Objectives</u>: Ensure community concerns are gathered and considered. Use public input to inform assessment planning and execution. Keep the community informed of project goals, methods, and progress.

Milestones, Deliverables & Schedule:

- By January 2019, prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.
- By January 2019, prepare a Process Guide to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.

- By February 2019, the Corvallis Project Manager will convene and lead a Brownfield Advisory Committee (BAC), with representation from each of the Coalition partners and a variety of local interests. Invitations to participate on the BAC will be extended to a variety of organizations including those who provided support letters for the grant application. The BAC will meet at key milestones in the project (at least twice/year) to discuss the inventory and prioritization system, outreach methods, and project direction.
- Within the first 6 months of the grant, the Coalition will host a public meeting about what brownfields are and how they impact the community, and the scope and benefits of the grant. In this beginning project stage, the Coalition will provide opportunities for public input that may include an electronic survey and/or smallgroup discussions. The Coalition will incorporate the feedback into the brownfield inventory and prioritization system that will help guide site selection and project focus.
- Throughout the project, the Coalition will host at least four additional outreach events, that may include brownfield site or area tours, charrettes, educational programs, or "tactical urbanism" events such as pop-up parks, music events and maker fairs that bring attention and focus to brownfields.
- The Coalition will vary public meeting event locations, times and methods to ensure that
 all community members have a chance to participate, including those without access to
 a computer, with limited mobility, and with varying work schedules.
- The Coalition will work with partner agencies and community organizations to reach out
 to communities that are isolated or underrepresented, and continue to work with
 community partners who already have relationships in these communities to distribute
 project information and encourage participation.
- Both Corvallis and Albany's public outreach efforts regularly include translation of materials and surveys into Spanish as well as Spanish interpretation of information presented at public workshops, and will bring these capabilities to the brownfield program.

2.2.2 Project Updates and Other Public Information

Objective: Keep the public informed and involved in the project.

Milestones, Deliverables & Schedule:

- Within 3 months of the project start, a plain language fact sheet will be prepared and distributed to the project community.
- Up to 3 additional fact sheets will be prepared as determined by the BAC, at project milestones such as completion of the inventory, midway through the project period, and at project completion.

- The Coalition will provide Spanish language versions of project fact sheets and other outreach materials.
- The Coalition will work with community organizations to bring fact sheets and other project updates to community members with limited or no access to email, limited mobility, and those unable to attend meetings and events.
- The Coalition will use multiple tools and outlets to provide project updates to the community throughout the project:
 - The Coalition will share project information via a webpage on the City of Corvallis website, including status updates, success stories, meeting announcements and minutes, plans, reports, and other relevant documents
 - Social media, booths at community events, presentations at standing community organization meetings, and relationships with community organizations will be leveraged to widely distribute event announcements and project news.
 - The Coalition members will post news and announcements about the project on Facebook and Twitter, and encourage community partners to do the same.
 - The Coalition will share updates through the monthly Corvallis and Albany e-News newsletters, which reach 1,000+ subscribers.
 - An E-notification processes will also be implemented to allow residents of any Coalition community to sign up to be notified of any events, activities or news related to the work being carried out under the grant.
 - The Coalition will continue to work with the local newspapers, the Corvallis Gazette-Times, the Albany Democrat-Herald, the Monroe Tribune News, and the Philomath Express, issuing press releases about the grant application plan and public meetings, events, and news.
 - The Coalition will work with community stakeholders to find opportunities to bring brownfield news and opportunities for input into the community.

2.3 TASK 3 – SITE INVENTORY AND CANDIDATE SITE IDENTIFICATION

<u>Objective</u>: Build a geographic information system (GIS)-based inventory of brownfield sites in each Coalition partner jurisdication. Develop a ranking/prioritization system to identify high-priority assessment, cleanup and redevelopment opportunity sites and select sites for assessment.

<u>Lead:</u> Corvallis Project Manager, assisted by project contractor, will lead the inventory and prioritization task.

2.3.1 Site Inventory and Prioritization

Milestones, Deliverables & Schedule:

- By March 2019, prepare an initial inventory of brownfield sites within each Coalition member jurisdication (or target areas within each jurisdiction, to be decided by BAC):
 - Conduct tours/inspections in the project area to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies;
 - Review selected city, county, and state records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, assessors data, and sites identified in recent plans and studies);
 - Review available historical Sanborn fire insurance maps, aerial photographs and/or other sources of information to identify sites with a potential for impacts from historical land uses;
 - Electronic survey of local real estate industry representatives for information on potential brownfield sites (we will coordinate with the USEPA Project Officer prior to conducting surveys); and,
 - Review state and county records to verify that sites with known or suspected impacts are included in the initial inventory.
- Prepare maps and tables as needed to communicate inventory data to the Coalition, BAC, and the public;
- Within 3 months of completion of initial inventory, develop and apply prioritization criteria based on project goals and BAC input, ensuring prioritization decisions are made collectively and equitably in the Coalition areas.

2.3.2 Candidate Site Identification

Milestones, Deliverables & Schedule:

Throughout the project, the Corvallis Project Manager, supported by the contractor, will complete EPA Region 10 Eligibility Determination forms to provide EPA with details about each site proposed for further assessment (Phase I Assessment, Phase II Assessment, or other types of assessment activities) so that EPA can confirm site eligibility and approve the site for further assessment using cooperative agreement funds.

2.4 TASK 4 – PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS (ESAs)

<u>Lead</u>: The Corvallis Project Manager, in coordination with the Coalition and BAC, will direct the project contractor to complete Phase I and II ESAs and all supporting activities. The City will lead creation of property access agreements and communicating findings to stakeholders, with support from the contractor.

2.4.1 Site Characterization – Phase I ESAs

<u>Objective</u>: Phase I ESA reports will be prepared to evaluate past and current site uses to assess potential for environmental contamination, facilitate property transactions, and evaluate the need for further assessment. The Coalition anticipates conducting Phase I ESAs on up to 20 sites (10 each at hazardous substance and petroleum impacted sites). We anticipate completing 5 Phase I ESAs by the end of the first year of the grant period (October 2019), a total of 14 by the end of year two (October 2020) and a total of 20 by the end of year three.

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's "All Appropriate Inquiries (AAI) Rule: Reporting Requirements Checklist for Assessment Grant Recipients," (Publication Number: EPA 560-R-11-030). AAI final reports produced with funding from this agreement will comply with 40 CFR Part 312.

Along with each AAI report submitted to EPA as a deliverable under this agreement, the City will submit a completed "Reporting Requirements Checklist." Grant funds may also be used for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at a site.

Milestones and Deliverables: Deliverables include Phase I ESA reports and AAI checklists.

<u>Estimated Submittal/Completion Dates</u>: Phase I ESA reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in spring of 2019.

2.4.2 Site Characterization - Phase II ESAs

<u>Objective</u>: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment. The City anticipates conducting Phase II ESAs on up to 10 sites (5 hazardous substance sites and 5 petroleum sites). Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis and reporting.

Prior to conducting Phase II ESAs, the Corvallis Project Manager will direct the project contractor to prepare a project-wide Quality Assurance Project Plan (QAPP) for EPA review and approval. The QAPP will govern quality assurance and quality control for all sampling conducted using grant funds. For each Phase II ESA, the contractor will prepare a Site-Specific Sampling and Analysis Plan (SSSAP) for review and approval by the EPA (and DEQ if necessary). The contractor will prepare and follow an OSHA-compliant Health and Safety Plan (HASP) for each Phase II ESA.

The Coalition will work with the project contractor and project stakeholders to coordinate DEQ oversight of Phase II ESA activities through the VCP, as needed. The need for DEQ involvement, and an estimate of DEQ oversight costs per site, will be included in each SSSAP. Costs for DEQ oversight are included in the contractual budget category for Task 3.

Milestones, Deliverables and Schedule:

- December 2018: Draft QAPP submitted to EPA.
- February 2018: QAPP Finalized.
- Throughout project: SSSAPs and Site-specific Health and Safety Plans.
- Throughout project: Phase II ESA reports documenting findings.
- Green and sustainable efforts reported in quarterly reporting.

2.4.3 Endangered Species Act and NHPA requirements

Milestones, Deliverables and Schedule: Prior to each Phase II ESA, the City and The project contractor will provide information to the EPA to fulfill requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA). The information will include the location of the Project, any threatened or endangered species or habitat that may be affected by the Project, documentation of communication with the State Historic Preservation Officer (SHPO) and Federally-recognized tribes, and an evaluation of whether cleanup/redevelopment plans could have adverse effects on endangered species or cultural resources.

2.4.4 Integrating Sustainability

During each of the tasks described in this section, the Coalition will strive to integrate aspects of sustainability to the maximum extent practicable. For example, reductions in the environmental footprint of site work can include:

- Utilizing fuel efficient vehicles;
- Reducing miles traveled while conducting site work;
- Purchasing or leasing more sustainable equipment, supplies, and services;
- Implementing sustainable materials management practices (reduce, reuse, recycle);
- Considering efficiencies to traditional travel; and
- Implementing practices that directly reduce water, materials, climate, energy, or air impacts.

2.5 TASK 5 – ABCAs, CLEANUP PLANS, AND REUSE PLANNING

<u>Objective</u>: To 1) evaluate site conditions in context of redevelopment plans, 2) evaluate need for institutional or engineering controls, 3) evaluate remedial options, and 4) facilitate redevelopment.

<u>Lead:</u> The City of Corvallis, in coordination with the Coalition and BAC, will direct the project contractor to complete ABCAs or other cleanup and reuse plans.

We plan to complete an estimated four Site-Specific Cleanup or Re-Use Plans at two highpriority petroleum and two hazardous substance brownfield sites. Cleanup Plans will comply with state requirements, and may be completed as Analysis of Brownfield Cleanup Alternative documents, and will summarize the following information:

- site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.);
- cleanup standards; and
- applicable laws.

<u>Milestones, Deliverables, and Schedule</u>: The Coalition may use cooperative agreement funds to prepare solicitations, and/or contracts for hiring a contractor to design and/or oversee the final cleanup plan selected. We anticipate that the first written ABCA or other cleanup plan will be completed by Summer 2020.

Any ABCAs prepared for the project also will discuss alternatives considered (at least two, evaluated in terms of effectiveness, implementability, and cost) and the proposed cleanup plan. ABCAs also will include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. Prior to beginning cleanup (not funded by this EPA Coalition Grant), any ABCA prepared for a site will be 1) reviewed and approved by a DEQ VCP project manager, and 2) undergo public comment. After the ABCA Public Notice and comment period, the Coalition will work with the DEQ to document any significant comments received and how they were/are being responded to (such as a change in the cleanup plan, if there is such a change) and preparing the Final Cleanup Plan. The Final Cleanup Plan will include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. This document will be submitted to the DEQ VCP project manager for concurrence that the Cleanup Plan can be expected to meet DEQ cleanup requirements.

The evaluation of alternatives in Cleanup Plans and ABCAs will consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and reuse materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives, including no action.

The following EPA resources will be utilized in preparing Cleanup Plans and ABCAs:

- ABCA checklist;
- How to Address Changing Climate Concerns in an Analysis of Brownfield Cleanup Alternatives (ABCA);
- Document regarding green remediation, including:

- ASTM International results from implementing its green remediation standard available at https://clu-in.org/greenremediation/docs/Greener Cleanup Standard Winter2016.pdf
- Information available through the EPA's Office of Land and Emergency Management (OLEM) Greener Cleanup website at https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups
 and
- o Information available through the EPA's Clu-In website at https://cluin.org/greenremediation/.

The Coalition plans to conduct AWP activities for up to two focus areas where there are significant brownfield redevelopment impediments. AWP activities will be tailored to the focus area and may include:

- Market analysis and evaluations of redevelopment potential;
- Identifying and developing strategies to overcome redevelopment barriers;
- Developing a vision for focus area redevelopment;
- Evaluating existing infrastructure capacity to accommodate the focus area vision, as well as identifying potential infrastructure investments needed.

AWP efforts may include a variety of marketing and community outreach activities (such as design charrettes), which are also specifically referenced as eligible activities under EPA Brownfields Assessment Grants.

3. SCHEDULE AND DELIVERABLES

DUE DATE	ITEM	Send to:					
		EPA PO	STATE	EPA GRANTS	EPA FINANCE		
Pre-award (Sept. 2018)	Establish Memorandum of Agreement with Coalition partners	Х			y		
Month 1	Kick-off meeting with project contractor, Coalition members and EPA	Х					
Month 1-3	 Submit Draft QAPP for EPA approval. Finalize comprehensive QAPP per agency comments Develop project fact sheets and process guide Develop Site Nomination Form and Access Agreement template 	x					

DUE DATE	ITEM		Send to:					
		EPA PO	STATE	EPA GRANTS	EPA FINANCE			
Month 4	Quarterly Progress Report (QPR) #1 for period 10/01/18-12/31/18 (or 1Q18) - continue quarterly	Х						
Month 5	 BAC Kick-Off Meeting (meetings will be ongoing with a minimum of one/year) Initial inventory completed 	х						
Month 6	First public meeting (meetings will be ongoing with a minimum of one/year)	Х						
Month 9	Top sites selected	X	Х					
Before any Phase I or II ESA, or Site-Specific Cleanup/Re-Use Planning	Site eligibility requested & confirmed (for petroleum include DEQ review/approval)	х	X (petro sites only)					
Before sampling begins	 Site Access Agreements HASP & SSSAP Endangered Species Act/NHPA Letters/Tribal Consultation 	х						
Ongoing	Phase I and II ESAs Cleanup Planning Area-Wide Planning	х						
Annually	DBE Report submitted annually by October 30th of each year. For forms & more information, visit: https://www.epa.gov/resources-small-businesses	X (copy)		Х (сору)				
As Needed	Requests for Reimbursement – see Administrative Terms & Conditions				Х			
Month 38	Fact Sheet - Assessment results	Х						

DUE DATE	ITEM		Send to:				
		EPA PO	STATE	EPA GRANTS	EPA FINANCE		
Months 38 – 41	Final DBE and Final Federal Financial Report (FFR) (SF425) & Final Drawdown	X (copy)		X (copy)	х		
	For forms & more information, visit: https://www.epa.gov/grants/epa- grantee-forms						
Months 38 – 41	Closeout: Final Performance Report with Summary Fact Sheet, Photos, and Lessons Learned	х					

4. BUDGET

4.1 Budget Summary

The tables in this section summarize the project budget by task and expenditure category.

Hazardous Substances Budget

Expenditure Category	Task 1 Project Mgmt., Reporting & Other Eligible Activities	<u>Task 2</u> Public Involvement	Task 3 Site Inventory, Prioritization & Eligibility	<u>Task 4</u> Phase I & II ESAs	Task 5 Cleanup/Reuse Planning & AWP	TOTAL
Personnel	\$2,681	\$3,510	\$2,145	\$2,145	\$2,145	\$12,626
Fringe	\$1,443	\$1,890	\$1,155	\$1,155	\$1,155	\$6,799
Travel	\$1,585	\$0	\$0	\$0	\$0	\$1,585
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$16,250	\$12,500	\$17,500	\$181,325	\$51,000	\$278,575
Other	\$415	\$0	\$0	\$0	\$0	\$415
TOTAL	\$22,375	\$17,900	\$20,800	\$184,625	\$54,300	\$300,000

Petroleum Budget

Expenditure Category	Task 1 Project Mgmt., Reporting & Other Eligible Activities	<u>Task 2</u> Public Involvement	Task 3 Site Inventory, Prioritization & Eligibility	<u>Task 4</u> Phase I & II ESAs	Task 5 Cleanup/Reuse Planning & AWP	TOTAL
Personnel	\$2,681	\$3,510	\$2,145	\$2,145	\$2,145	\$12,626
Fringe	\$1,443	\$1,890	\$1,155	\$1,155	\$1,155	\$6,799
Travel	\$1,585	\$0	\$0	\$0	\$0	\$1,585
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$16,250	\$12,500	\$17,500	\$181,325	\$51,000	\$278,575
Other	\$415	\$0	\$0	\$0	\$0	\$415
TOTAL	\$22,375	\$17,900	\$20,800	\$184,625	\$54,300	\$300,000

Combined Hazardous Substances & Petroleum Budget

Expenditure Category	Task 1 Project Mgmt., Reporting & Other Eligible Activities	<u>Task 2</u> Public Involvement	Task 3 Site Inventory, Prioritization & Eligibility	<u>Task 4</u> Phase I & II ESAs	Task 5 Cleanup/Reuse Planning & AWP	TOTAL
Personnel	\$5,362	\$7,020	\$4,290	\$4,290	\$4,290	\$25,252
Fringe	\$2,888	\$3,780	\$2,310	\$2,310	\$2,310	\$13,598
Travel	\$3,170	\$0	\$0	\$0	\$0	\$3,170
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$32,500	\$25,000	\$35,000	\$362,650	\$102,000	\$557,150
Other	\$830	\$0	\$0	\$0	\$0	\$830
TOTAL	\$44,750	\$35,800	\$41,600	\$369,250	\$108,600	\$600,000

4.2 Budget Detail

4.2.1 Budget Detail by Task

The tables in this section provide a breakdown of the project budget by task. Detailed descriptions of the scope of work for each task are provided in Section 2.0.

Task 1 – Project Management, Reporting & Other Eligible Activities

Budget Category	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Personnel	55 hours	\$48.75/hr	\$2,681	\$2,681	\$5,362
Fringe	55 hours	\$26.25/hr	\$1,443	\$1,443	\$2,887
Travel*	2 persons	\$1,000/event	\$2,000	\$2,000	\$3170
35 hours (Project Meetings & Project Mgmt, Support) 95 hours (Reporting)	(Project Meetings &	\$125.00/hr	\$4,375	\$4,375	\$8,750
	\$125.00/hr	\$11,875	\$11,875	\$23,750	
Other	Conference registration fees	varies	\$415	\$415	\$830
Total Budget		2554	\$22,375	\$22,375	\$44,750

^{*}A detailed breakdown of anticipated travel costs is provided below.

<u>Travel Budget Detail</u>: Below we provide a detailed breakdown of anticipated travel costs for two Coalition staff members to attend one regional brownfields conference and one national brownfield conference. Actual costs may vary.

<u>Travel Budget Detail</u>

Description	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Regional Brownfield					
Mileage	~136 miles	\$0.545/mile	\$74.00	\$74.00	\$148.00
Hotel	2 nights/person	\$99/night	\$198.00	\$198.00	\$396.00
Meals/incidentals	3 days/person	\$59/day	\$177.00	\$177.00	\$354.00
Registration	1 registration/person	\$215/registration	\$215.00	\$215.00	\$430.00***
Total Budget			\$664.00	\$664.00	\$1,328.00
National Brownfield	s Conference**		:		
Airfare	1 ticket/person	\$350/ticket	\$350.00	\$350.00	\$700.00
Hotel	4 nights/person	\$129/night	\$516.00	\$516.00	\$1,032.00
Meals/Incidentals	5 days/person	\$54/day	\$270.00	\$270.00	\$540.00
Registration	1 registration/person	\$200/registration	\$200.00	\$200.00	\$400.00***
Total Budget			\$1,336.00	\$1,336.00	\$2,672.00

^{*}Estimate based costs for 2018 Oregon Brownfields Conference in Lincoln City, OR.

Task 2 – Public Involvement

Budget Category	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Personnel	72 hours	\$48.75/hr	\$3,510.00	\$3,510.00	\$7,020.00
Fringe	72 hours	\$26.25/hr	\$1,890.00	\$1,890.00	\$3,780.00
Travel	(ag y)	- 55	\$0.00	\$0.00	\$0.00
Contractual	25 hours (Project Fact Sheets & Related Materials)	\$125.00/hr	\$3,125.00	\$3,125.00	\$6,250.00
	75 hours (Outreach Meetings)	\$125.00/hr	\$9,375.00	\$9,375.00	\$18,750.00
Total Budget	-		\$17,900.00	\$17,900.00	\$35,800.00

^{**}Estimate based costs for 2017 National Brownfields Conference in Pittsburgh, PA.

^{***} Travel costs are covered by the "Travel" budget category except for registration fees which are covered by the "Other" budget category.

Task 3 - Site Inventory, Prioritization & Eligibility

Budget Category	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Personnel	44 hours	\$48.75/hr	\$2,145.00	\$2,145.00	\$4,290.00
Fringe	44 hours	\$26.25/hr	\$1,155.00	\$1,155.00	\$2,310.00
Travel			\$0.00	\$0.00	\$0.00
Contractual	80 hours (Inventory/Prioritization)	\$125.00/hr	\$10,000.00	\$10,000.00	\$20,000.00
	60 hours (ED Requests)	\$125.00/hr	\$7,500.00	\$7,500.00	\$15,000.00
Total Budget	.		\$20,800.00	\$20,800.00	\$41,600.00

<u>Task 4 – Phase I & II ESAs</u>

Budget Category	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Personnel	44 hours	\$48.75/hr	\$2,145.00	\$2,145.00	\$4,290.00
Fringe	44 hours	\$26.25/hr	\$1,155.00	\$1,155.00	\$2,310.00
Travel	<u> </u>	-	\$0.00	\$0.00	\$0.00
Contractual	10 sites (Phase I ESAs)	\$4,500.00/site	\$45,000.00	\$45,000.00	\$90,000.00
	5 sites (Phase II ESAs)	\$26,865.00/site	\$134,325.00	\$134,325.00	\$268,650.00
	0.5 Master QAPP	\$4K/Master QAPP	\$2,000.00	\$2,000.00	\$4,000.00
Total Budget	(111)	8-41	\$184,625.00	\$184,625.00	\$369,250.00

Task 5 - Cleanup/Reuse Planning & AWP

Budget Category	Units per Funding Type	Cost per Unit	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Personnel	44 hours	\$48.75/hr	\$2,145.00	\$2,145.00	\$4,290.00
Fringe	44 hours	\$26.25/hr	\$1,155.00	\$1,155.00	\$2,310.00
Travel		THE	\$0.00	\$0.00	\$0.00
Contractual	2 sites (ABCAs/CAPs)	\$13,000.00/site	\$26,000.00	\$26,000.00	\$52,000.00
Confractual	1 area (AWP Activities)	\$25,000.00/area	\$25,000.00	\$25,000.00	\$50,000.00
Total Budget	(510)	V and A	\$54,300.00	\$54,300.00	\$54,300.00

4.2.2 Budget Detail by Expenditure Category

The tables in this section summarize the project budget by expenditure category.

(i) Personnel

Average Burdened Hourly Rate for City of Corvallis Project Staff: \$48.75 Estimate Percentage of Time Assigned to Project: 10%

Task Description	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Task 1 – Project Mgmt., Reporting & Other Eligible Activities	\$2,681.25	\$2,681.25	\$5,362.50
Task 2 – Public Involvement	\$3,510.00	\$3,510.00	\$7,020.00
Task 3 – Site Inventory, Prioritization & Eligibility	\$2,145.00	\$2,145.00	\$4,290.00
Task 4 – Phase I & II ESAs	\$2,145.00	\$2,145.00	\$4,290.00
Task 5 – Cleanup/Reuse Planning & AWP	\$2,145.00	\$2,145.00	\$4,290.00
Total	\$12,626.25	\$12,626.25	\$25,252.50

(ii) Fringe Benefits

Fringe Benefit Rate for City of Corvallis Staff: \sim 53.8% of Basic Salary Fringe Benefits: Retirement, medical and life insurance, and annual vacation and sick leave.

Task Description	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Task 1 – Project Mgmt., Reporting & Other Eligible Activities	\$1,443.75	\$1,443.75	\$2,887.50
Task 2 – Public Involvement	\$1,890.00	\$1,890.00	\$3,780.00
Task 3 – Site Inventory, Prioritization & Eligibility	\$1,155.00	\$1,155.00	\$2,310.00
Task 4 – Phase I & II ESAs	\$1,155.00	\$1,155.00	\$2,310.00
Task 5 – Cleanup/Reuse Planning & AWP	\$1,155.00	\$1,155.00	\$2,310.00
Total	\$6,798.75	\$6,798.75	\$13,597.50

(iii) Travel

Task Description	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Task 1 – Project Mgmt., Reporting & Other Eligible Activities	\$2,000.00	\$2,000.00	\$4,000.00
Task 2 – Public Involvement	\$0.00	\$0.00	\$0.00
Task 3 – Site Inventory, Prioritization & Eligibility	\$0.00	\$0.00	\$0.00
Task 4 – Phase I & II ESAs	\$0.00	\$0.00	\$0.00
Task 5 – Cleanup/Reuse Planning & AWP	\$0.00	\$0.00	\$0.00
Total	\$2,000.00	\$2,000.00	\$4,000.00

(iv) Contractual

Task Description	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Task 1 – Project Mgmt., Reporting & Other Eligible Activities	\$16,250.00	\$16,250.00	\$32,500.00
Task 2 – Public Involvement	\$12,500.00	\$12,500.00	\$25,000.00
Task 3 – Site Inventory, Prioritization & Eligibility	\$17,500.00	\$17,500.00	\$35,000.00
Task 4 – Phase I & II ESAs	\$181,325.00	\$181,325.00	\$362,650.00
Task 5 – Cleanup/Reuse Planning & AWP	\$51,000.00	\$51,000.00	\$102,000.00
Total	\$278,575.00	\$278,575.00	\$557,150.00

(v) Total Budget

Task Description	Haz. Sub. Budget	Petroleum Budget	Total Budget (Haz. & Pet.)
Task 1 – Project Mgmt., Reporting & Other Eligible Activities	\$22,375.00	\$22,375.00	\$44,750.00
Task 2 – Public Involvement	\$17,900.00	\$17,900.00	\$35,800.00
Task 3 – Site Inventory, Prioritization & Eligibility	\$20,800.00	\$20,800.00	\$41,600.00
Task 4 – Phase I & II ESAs	\$184,625.00	\$184,625.00	\$369,250.00
Task 5 – Cleanup/Reuse Planning & AWP	\$54,300.00	\$54,300.00	\$102,000.00
Total	\$300,000.00	\$300,000.00	\$600,000.00

COMMUNITY DEVELOPMENT COORDINATOR MONTHLY REPORT

Monroe City Council – December 17th, 2018
Taylor Evans
Community Development Coordinator

MAIN STREET PROGRAM: The MVRC Board submitted the Main Street Annual Report and Intake Form on Thursday, December 6th.

Meetings for this month were postponed to January due to my absence and also due to busy schedules.

OREGON/BY DESIGN: Three big projects were created that will be completed in the next six months: Business Association of Monroe (BAM), Visitor & Community Information Kiosk, and The Monroe Experience.

The Business Association of Monroe will be a monthly gathering of local business to promote, network and enhance the economic development of the City.

The Visitor & Community Information Kiosk will be renovating the old bus stop into a place for visitors and community members to keep up to date with all the events happening in the area. This will be spot for local groups to post their events and advertisements as a way to have one central point of communication.

The Monroe Experience will be a multifaceted map that will be on the City's website and located at the Information Kiosk that will highlight different aspects of the community, such as Recreation, Food & Beverage, and Local Businesses, to attract visitors to the region.

Come January, I will be working with these groups to help keep the momentum going and make sure there is follow through with the projects. We have currently stagnated, but there will be some meetings and cheerleading to get the process going again.

COMPREHENSIVE PLAN: The Planning Commission met on December 3rd review the Introduction and Chapter 1 of the Comp Plan. They also drafted the Transportation chapter. We are aiming to have all of these voted on in the January Council Meeting.

We submitted the Portland State Planning Project Proposal on December 5th. We will find out results in January.

TGM/Riverside District Master Plan: Rick, David Helton (ODOT) and I finished drafting the Scope of Work and the Selection Criteria. We have verified our Selection Committee, made up

of six members (ODOT, the City, MVRC Chair, greater community member, Watershed Council, Parks Committee member). Our first meeting will be in mid to late January. We should have a consulting team hired by sometime in February.

LONG TOM RIVER: On Tuesday, December 4th, City Staff, Army Corps, Watershed Council, and local community members met at the Monroe Community Library to discuss funding the Watershed Council received for community engagement regarding the Long Tom. We are looking at making this a more collaborative project with the Riverside District Master Plan work.

The high school is in the early stages of creating a river restoration project with the Watershed Council.

EVENTS: Light Contest on December 21st @ 6 pm. Vino, Vintage & Victory! Festival on April 27th from 1 to 7 pm.

PERSONAL UPDATE: I am currently home and spending time with my family and two wiener dogs (Frankie & Sparky)!! If you need to reach me, feel free to email me. Label it important if you want me to respond. I will be back in Oregon on December 30th. I will be working remotely the first week of January visiting RAREs in Southern OR (weather permitting).

Graduate school applications are going slowly, but will be done by February 1st! Ya'll better hope the U of O accepts me. ©



I hope you all have a happy holidays & new year!

STAFF CITY COUNCIL AGENDA REPORT

DECEMBER 17, 2018

LIBRARY LEGACY FUND LETTER OF AGREEMENT

Presentation:

This evening, Roger Irvin, President of the South Benton Community Enhancement Association, Sandy Halonen a retired librarian and community activist, Ashlee Chavez Benton/Corvallis Library Director and myself would like to present and request council authorization to proceed in an opportunity to gather and garner long-term financial support for the capital needs of the library.

Considerations:

The Monroe Library has been operational for over 60 years in our community. There has been a rich history of our City and our community supporting the operations and the facility as clearly demonstrated by the regional fundraising that occurred in order to have the existing facility. If people donate funds to the Friends of the Library, those funds go to the county-wide system. What is being proposed is an avenue to generate support for the capital needs of this beautiful facility in order to provide for the long-term care and use of the building. The building is five years old and doesn't need new paint ---YET! HVAC system fixes for a geo thermo heating process which no other county or city building has or the future replacement or covering of the roof and other capital need replacements and updating are something which the City should considering planning for now. I understand that solar panels have a 20-year life cycle.

Proposal:

Every city should have a 501(c)(3) partnership relationship to support and affirm the needs which are mutually beneficial and supportive of their mission and purposes. Monroe is fortunate to have SBEA in the region with similar mission purposes as the City has. Both the governance section and the quality of life section of the council adopted Monroe Tomorrow Vision supports the concept being present in working in partnership to provide services.

Expectations:

A capital improvement plan being done to establish financial goals and needs. COM

A request review committee established by SBEA to review city requests for funding. SBEA

A criteria defining the level of maintenance on capital repairs needs to be defined, budgeted and approved for expenditure of funds. COM and SBEA

A Memorandum of Understanding will be created to outline the specific details of process, criteria and operational decision making for both parties. COM and SBEA

This is for capital improvement projects not normal maintenance activities. The library wood floors need to be stripped and re-waxed. This would not be considered a capital improvement need. Painting the building, replacing HVAC units, solar panel replacement (20-year lifespan), roofs, flooring and other significant costs would be considered.

Partnership Development and Recommendation:

This is an opportunity to continue to work with regional partners and gain potential funding support for capital needs that the City will see in the future.

Staff is recommending council approval of the letter of agreement.

LETTER OF AGREEMENT

Between

South Benton Community Enhancement Association and

The City of Monroe, Oregon

WHEREAS: The South Benton Community Enhancement Association is a 501(c)(3) with a nonprofit tax code designation supporting organizations and activities including educational and literary purposes;

WHEREAS: The City of Monroe has consistently supported the efforts to provide educational and literary opportunities and services to the Monroe Community; and

WHEREAS: the Monroe Community Library has recently celebrated its fifth year of operations and services to the community; and

WHEREAS: the library is operated by the Benton County and funded operationally by all residents of the county; and

WHEREAS: the 5-year-old beautiful existing library facility is owned and maintained by the City of Monroe; and

WHEREAS: library customers both near and far have indicated a desire to support the capital expense of building maintenance, repair and upkeep to this significant educational and literary facility owned by the City of Monroe;

NOW THEREFORE; The City of Monroe (COM) and the South Benton Community Enhancement Association (SBEA) do hereby agree to the following:

- 1. That SBEA will create a new single designated fund which they will administer for the purpose of providing financial support of capital maintenance and repair of the Monroe Community Library.
- 2. That COM will submit, as needed, requests for funding for capital repair maintenance projects to the SBEA for funding support.
- 3. That COM and SBEA will cooperatively support efforts to increase the amount of Monroe regional funding support for the Monroe Community Library Legacy Fund.
- 4. That COM and SBEA will move forward in creating a Memorandum of Understanding to outline specifics relating to honoring the technical aspects of this letter of agreement.

Roger Irvin, President	Date	Paul Canter, Mayor	Date



JUNCTION CITY POLICE DEPARTMENT

672 GREENWOOD STREET JUNCTION CITY, OREGON 97448 541-998-1245 Fax 541-998-3598

November Statistics

Traffic Stops	9
Patrol Checks	16
Arrest – Contempt of Court	1
Traffic Enforcement Detail	1
Motorist Assist	1
Vacation Check	1
Assist Sheriff Office	1
Assist Fire Department	1
Total Calls for Service	31

MONROE CITY COUNCIL MINUTES

November 26, 2018 6PM CITY HALL COUNCIL CHAMBERS

1. Call to Order: Mayor Paul Canter called the City Council meeting to order at 6PM.

Pledge of Alliance: Mayor Canter asked Councilor Cuthbertson to lead the council and audience in the Pledge.

Roll Call: Present was Mayor Canter, Council President Myers (6:06pm), Councilors Thayer, Canter, Cuthbertson, Howard and Billings. Staff present included Community Development Coordinator Taylor Evans, Public works staff Terry Koroush and Steve Wyman and City Administrator/Recorder Hohnbaum. SOWT staff present included President Mike Bollweg, Partner Debbie Bunker and Steve Martinenko. Chief Morris and Theresa Pueschel from the Junction City Police Department were present through the presentation of staff reports. In the audience was Planning Commission Vice-Chair Sheets and the Chair of the Monroe Rural Fire Protection District Board and Planning Commissioner Eastridge. Audience members included Todd Nystrom, Amy Nystrom, Ryann Canter, Lonnie Koroush, Robert Eastridge, Eliza Mason and Sandra Trask.

2. Public Input and Comments: Christy Warden presented to the city council issues related to the agreement for South Benton Nutrition Program (SBNP) and the City. Ms. Warden stated that their insurance agent is working on the new insurance policy and the current one expires in February. She asked for removal of section 17b of the draft agreement referring to the office, a change of the start time to 7AM and a request for a clipboard for them to put public works service request forms on. Mayor Canter inquired about the office issue and asked public works to place a clipboard with public works work requests in Legion Hall. (6:08pm)

CA Hohnbaum introduced the new student councilor Alan Cuevas, new city employee Steve Wyman, Mike Bollweg and Debbie Bunker from Southern Oregon Water Technology.

3. Staff Reports:

- a. Police Report: Chief Morris shared his verbal report to the city council relating to the reported increase of burglary in the county outside of the City and traffic enforcement. Councilor Thayer expressed concerns about speeding on Territorial Highway. Sandra Trask expressed concern of speeding around 7th and Main. Chief Morris and the City Council discussed the costs for law enforcement services for small communities in Oregon. (6:35pm)
- b. Southern Oregon Water Technology (SOWT), Mike Bollweg, Debbie Bunker, Steve Martinenko: Mr. Bollweg shared the company's and his background and their desire to provide safe public services. He provided a highlight of what their organization reviews

when they step in to oversee facilities. He introduced Debbie Bunker who oversees the regulatory elements of the facilities. Ms. Bunker shared some significant issues including the dilution of chemicals in the system being insufficient for the proper flow from the wastewater treatment plant. Ms. Bunker stated that the WWTP plant needs an assigned 0.5 FTE employee and 0.5 FTE at the water treatment plant. SOWT staff shared some of their findings related to non-operational equipment and submitted reports. Ms. Bunker stated that the historical data does not provide an appropriate history for making long term plans or determining future operational needs. SOWT Staff and City Council discussed both regulatory and environmental issues both in protecting the community and the river.

- c. Community Development Coordinator: Taylor Evans shared the opportunities to have graduate students provided some on-the ground research for some of the data needed to move the Comp Plan forward. Ms. Evans requested and received council consensus to move forward with this project. Councilor Howard asked if there would be additional costs and none are known at this time.
- d. Public Works: Mayor Canter inquired of Steve Wyman and Terry Koroush what they had to share. Terry mentioned a leak in the backhoe and that Tim Worden had been over to look at it and made a suggestions regarding the operation of the street sweeper unit of the backhoe. Steve Wyman shared his perspective regarding what he has seen of the SOWT operations from his experience in wastewater plant operations. Terry shared that Steve has extensive rebuilding of pumps experience. Councilor Thayer asked about the pumps in the sewer lift station and Terry responded that both pumps were working fine.
- e. City Administrator: Rick Hohnbaum presented his written report that was in the council packet. Councilor Thayer moved to review the System Development Charges (SDC's) that the City currently had in place. CP Myers seconded the motion. Councilor Howard inquired of Councilor Thayer if he had consulted with staff prior to making the motion and Councilor Thayer responded that he had not. The council discussed the SDC processes. Councilor Billings shared that the developers would not have invested the funds without thinking about the potential development. Councilor Howard suggested asking staff to prepare a recommendation and research for the next council meeting. Ayes: Thayer. Nays: Canter, Myers, Cuthbertson, Howard, Billings. Councilor Meyers directed staff to investigate the SDC review process. Councilor Canter seconded the motion. Councilor Howard shared that staff had reached out to him last year to assist in reviewing the rate increase of the SDC fees which was based upon engineering estimates of construction costs and that he had determined that there had not be sufficient increase from the base rate of the SDC's to merit an increase in the SDC rate. Ayes: All.

CA Hohnbaum asked for authorization to pay SOWT twice a month. Councilor Thayer moved and Councilor Canter seconded the motion to allow the authorization of paying SOWT twice monthly. Ayes: ALL.

f. **Student Councilor:** Mayor Canter asked Alan Cuevas about school activities and his perspective on things going on in the City. Councilor Cuevas shared his involvement in the community in addressing safety related issues such as the bullying presentations he has done and offered to assist in addressing the need for safe walking route advocacy here in Monroe.

6. Consent Agenda:

Bills and Minutes: Councilor Thayer moved to accept the consent agenda with the two additional SOWT bills with proper allocation of the survey expenses and the total for the street fund corrected. Councilor Billings seconded the motion. Councilor Howard stated that the total for the street fund did not add correctly on page 39. Budget for survey was discussed. Ayes: All

7. Public Hearing: Ordinance 18-600 An Ordinance amending City Code nuisances affecting Public Safety, Surface Waters, Drainage. Councilor Thayer stated he thought the Ordinance Committee wanted to do some additional work on this draft ordinance. CA Hohnbaum stated that the legal notice and advertisement had occurred for public hearings on this ordinance for both the November and December City Council meetings based upon the committee's request. Mayor Canter opened the public hearing at 8:02pm. Sandra Trask spoke stating that she didn't feel anyone had a right to allow material from one person's property flow onto another person's property. She expressed that it was a "civil right" for property owners not to allow that type of activities occur. Lonnie Koroush spoke about property that drains onto his property due to storm water issues. Ms. Trask stated that her issue was not involving storm water. Mayor Canter asked for anyone who wished to speak in opposition. Commissioner Eastridge asked what the alternative was without appropriate storm water system. The council discussed storm water issues and Councilor Thayer shared that the Ordinance Committee wanted to review the types of surface flow and the issues of alternatives. Commissioner Eastridge stated that the community has a history of just putting flows in ditches. Hearing was continued until December 17 City Council meeting at 6pm at 8:32PM. Mayor Canter stated that the committee will again review the issue.

8. NEW BUSINESS:

8.1 Budget Committee Terms and Appointments for December Agenda
Staff asked for direction. Council consensus was for staff to ask the two
members scheduled to leave the Budget Committee and if they declined then advertise
for Budget Committee applicants.

- 8.2 Acquisition of new/mower/tractor for parks: Councilor Billing shared the history of the mower which was 18 years old and the offer currently at \$5300 to purchase a new one. Councilor Billings moved and CP Myers seconded the motion to authorize the acquisition of a new tractor mower. Ayes: All
- 8.3 RESOLUTION 2018-24: A Resolution authorizing the continuation of the Oregon Public Works Emergency Response Cooperative Assistance Agreement: Councilor Thayer moved to accept. Councilor Howard seconded. Ayes: All
- 8.4 RESOLUTION 2018-25: A Resolution authorizing the institution of intergovernmental agreement known as the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement. Councilor Thayer moved to approve Resolution 2018-25. CP Myers seconded the motion. Ayes: ALL

9. OLD BUSINESS

- 9.1 Gas Station Property Updates and Options:
 - CA Hohnbaum shared a status report stating the DEQ was still seeking information and making recommendations. Councilor Howard stated he felt that city was losing the big picture related to this project that there was no value of the property or project after spending up to \$100,000. Council discussed the issues involved and the history. Councilor Cuthbertson stated that everyone involved in moving forward with this project have the best intent of the community in mind.
- 9.2 Roof Project for Old Water Treatment Plant: Councilor Billings shared the materials estimate and his attempt for getting three bids and the resulting of one bid for the roof replacement for the old water treatment plant building. Councilor Canter moved to accept the estimate and proceed with the new roof project. Councilor Howard seconded the motion. Councilor Thayer inquired as to how soon it needed to be done. Council discussed timing. Ayes: All
- 9.3 Main Street Project: CA Hohnbaum shared the scope of services proposed by Civil West. Councilor Thayer inquired about the need to reengineer this street which was already engineered. Councilor Howard shared his perspective of having a more complete project which would provide a more creative process in having a real street for this one block. Todd Nystrom shared that he paid about \$12,000 for engineering for his street project. Councilor Howard discussed what could be done in-house and what project management items needed to be done by engineering. Councilor Howard shared his perspectives regarding the potential of this project. CP Myers moved to hire Civil West Councilor Howard seconded. Ayes: Myers, Cuthbertson, Howard. Nays: Canter, Thayer, Billings. Mayor Canter: Stated that the city might not be able to fund the completion of the project and voted Nay. Mayor Canter urged that the city continue to work on this project.

CA Hohnbaum asked for the opportunity to respond to an earlier question from Councilor Canter regarding engineering services and was given the opportunity to do so.

Councilor Howard inquired about what direction that the council wanted to take especially as it relates to the level of involvement of engineering services. CA Hohnbaum was asked about the urgency of expending the grant funds. Councilor Cuthbertson suggested a work session. By council consensus the public works meeting on December 14th will include a council work session to discuss this item.

10. OTHER BUSINESS:

Committee Reports:

Public Works and Safety: 2nd Friday at 4pm: Councilor Billings shared that he had asked the school for a student councilor. Council Billings requested forest green roofing on the restroom project since that they are putting forest green on the old water treatment plant roof. Councilor Billings stated that there was a need to extend the school zone in front of the high school. He brought up the lights for the new entrance signs and the need to place boulders to block the vision of lights from the street.

Personnel and Finance: CP Myers reported on the November 20th PFC meeting highlighting the review of the hiring process of the new public works employee, finances of water and wastewater operations and the annual evaluation of the City Administrator.

Councilor Billings stated he felt that council did a lot tonight and got a lot done.

Parks: Mayor Canter shared the projected plumbing bid so he was seeking additional cost estimates. Councilor Billings inquired about the sewer line size and suggested that the sewer line needed to be a 4" line.

Ordinance: Councilor Thayer reported on the changes for the proposed Accessory Building Ordinance which the council referred to the committee at their last ordinance committee meeting. Also the discussion of surface water and modifications to the proposed ordinance which the city council had conducted the public hearing.

11. ADJOURNMENT: Mayor Canter adjourned the meeting at 9:43pm.

Respectfully Submitted: City Recorder Hohnbaum

Approved by Council Action on December 17, 2018.					
Mayor Paul Canter	Date:				
Attest:					
Rick Hohnbaum, City Recorder					

City Of Monroe MCAG #:

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Accts Pay #	Received	Date Due	Vendor		Amount	Мето
884	11/29/2018	12/17/2018 11	B & I Hardware & Rental		77.95	Supplies For Parks - Trash Can Liners, Tiedown Rakes
	576 00 31 1	000 Parks - Operating Suppli	100 000 576 General Fund		77.95	
912	12/04/2018	12/17/2018 11	B & I Hardware & Rental		51.96	Operating Supplies
	572 00 48 1 575 00 49 1	001 Operating Supplies 004 Library - Janitorial Supp 003 Legion Hall - Cleaning S 000 Parks - Operating Suppli	100 000 510 General Fund 100 000 572 General Fund 100 000 575 General Fund 100 000 576 General Fund		11.99	Bag Of Ice Melt For City Hall 2 Bags Of Ice Melt For Library Bag Of Ice Melt For Legion Hall Keys For Irrigation
921	12/05/2018	12/17/2018 11	B & I Hardware & Rental		66,96	Batteries And Duct Tape For Shop And Filters For Library
	534 00 31 6 535 00 31 6 542 00 31 2 572 00 48 1	001 Operating Supplies 010 Operating Supplies 021 Operating Supplies 010 Operating Supplies 003 Library - Repairs & Main 000 Parks - Operating Suppli	100 000 510 General Fund 601 000 534 Water Fund 602 000 535 Sewer Fund 201 000 542 Street Fund 100 000 572 General Fund 100 000 576 General Fund	LIBRARY	3.80 3.78 3.80 47.98	Supplies For Shop Supplies For Shop Supplies For Shop Supplies For Shop Filters Supplies For Shop
934	12/11/2018	12/11/2018 14	Benton County Finance Office		80.00	November Court Assesstments
	510 00 44 1	000 Court Expenses	100 000 510 General Fund		80.00	
924	11/29/2018	12/17/2018 12	Benton County		77,70	Signs For Reservior Heights Park
	576 00 31 1	000 Parks - Operating Suppli	100 000 576 General Fund		77.70	
919	12/03/2018	12/17/2018 16	Better Portable Toilets		122,00	ADA Small Portable Toilet Rental 11/5/2018 - 12/2/2018
	576 00 45 1	000 Parks - Temporary Restr	100 000 576 General Fund		122.00	
925	12/10/2018	12/17/2018 19	Branch Engineering, Inc		4,808.20	Engineering Services For Red Hills And PND
	510 00 41 10	004 Engineering 004 Engineering 004 Engineering	100 000 510 General Fund 100 000 510 General Fund 100 000 510 General Fund	RED RED PND	165.00	Red Hills Red Hills Pacific National Development
881	11/29/2018	12/17/2018 269	Canon Solutions of America inc		81.00	Copier Maintenance Service Contract
	535 00 49 60	013 Copier Maintenance/Seri 026 Copier Maintenance/Seri 017 Copier Maintenance/Seri	100 000 510 General Fund 602 000 535 Sewer Fund 601 000 594 Water Fund		27.00 27.00 27.00	
931	12/11/2018	12/17/2018 23	Canter, Paul		14.95	Candy Canes For Holiday Happenings Event On December 8th

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Accts Pay #	Received Date Due	Vendor		Amount	Memo
	510 00 49 1007 Beautification/Main Stre	100 000 510 General Fund		14,95	
932	12/11/2018 12/17/2018 23	Canter, Paul		30.00	Cell Phone Reimbursement
	510 00 42 1000 Telephone 534 00 42 6010 Telephone 535 00 42 6020 Telephone	100 000 510 General Fund 601 000 534 Water Fund 602 000 535 Sewer Fund		10.00 10.00 10.00	
883	11/29/2018 12/17/2018 24	Carquest of Junction City		40.23	Hydraulic For Backhoe
	531 00 33 6030 Tools and Equipment 534 00 48 6014 Vehicle Operation & Ma 535 00 48 6024 Vehicle Operation & Ma 542 00 48 2012 Vehicle Operation & Ma 576 00 60 1000 Parks - Euip, Repair & N	603 000 531 Storm Fund 601 000 534 Water Fund 602 000 535 Sewer Fund 201 000 542 Street Fund 100 000 576 General Fund	BACKHOE BACKHOE BACKHOE BACKHOE BACKHOE	8.05 8.05 8.05 8.05 8.03	
920	12/05/2018 12/17/2018 24	Carquest of Junction City		95.91	Battery For Lift Station
	535 00 48 6022 Equip, Repair & Mainter	602 000 535 Sewer Fund	WASTEWAT	95,91	
922	11/30/2018 12/17/2018 25	Carson Oil Co.		363.38	Fuel For Equipment And Service Trucks
	534 00 48 6014 Vehicle Operation & Ma 534 00 48 6014 Vehicle Operation & Ma 535 00 48 6024 Vehicle Operation & Ma 542 00 48 2012 Vehicle Operation & Ma 576 00 32 1000 Parks - Fuel Oil 576 00 32 1000 Parks - Fuel Oil	601 000 534 Water Fund 601 000 534 Water Fund 602 000 535 Sewer Fund 602 000 535 Sewer Fund 602 000 535 Sewer Fund 602 000 535 Sewer Fund 201 000 542 Street Fund 201 000 542 Street Fund 201 000 542 Street Fund 201 000 542 Street Fund 100 000 576 General Fund	SERVICE SERVICE BACKHOE SERVICE SERVICE TRACTOR BACKHOE SERVICE TRACTOR BACKHOE DIXON TRACTOR FLATBED FLATBED	37.50 71.87 12.35 37.50 71.87 12.69 12.35 8.33 15.96 12.69 12.35 18.00 12.68 15.92 11.32	
830	11/02/2018 11/26/2018 26	Cascade Columbia Distribution Co		-200.00	Container Return Credit Memo
	534 00 49 6011 Chemicals	601 000 534 Water Fund		-200.00	
898	12/04/2018 12/17/2018 217	Chase Paymentech	A	32.37	Online Bill Pay Monthly Fees - 3252 - Took In Credit Card Transactions Of \$1725.00 In Court Fees And Non Utility Payments For Nov 1 - Nov 30
	510 00 31 1003 Online Bill Pay Fees	100 000 510 General Fund		32,37	

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Accts

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Pay #	Received	Date Due	Vendor		Amount	Memo
899	12/04/2018	12/17/2018 217	Chase Paymentech	М	181.77	Online Bill Pay Fees - 3251 - Took In \$9586.73 In Credit Card Utility Payments For Nov 1 - Nov 30
	534 00 31 6	5030 Online Bill Pay Fees 5012 Online Bill Pay Fees 5023 Online Bill Pay Fees	603 000 531 Storm Fund 601 000 534 Water Fund 602 000 535 Sewer Fund	V	18.18 81.80 81.79	
888	11/29/2018	12/17/2018 31	Coenergy - Valley Office		662.35	Propane For Heat At City Hall
	510 00 32 1	000 City Hall Heating Propar	100 000 510 General Fund		662,35	
886	11/29/2018	12/17/2018 33	Consolidated Supply Co.		241.38	Supplies For Water Plant And Back Up Stock
	534 00 48 6	012 Equip. Repair & Mainter	601 000 534 Water Fund	WATER	241.38	
913	12/04/2018	12/17/2018 33	Consolidated Supply Co.		207.83	Shop Stock
	534 00 48 6	010 Repairs & Maintenance :	601 000 534 Water Fund		207,83	6" Long Solid Sleeve And 8" Long Solid Sleeve
914	11/28/2018	12/17/2018 33	Consolidated Supply Co.		58.32	Water Plant
	534 00 48 6	010 Repairs & Maintenance 5	601 000 534 Water Fund		58.32	PVC Pipe And Fittings For Water Plant
915	12/04/2018	12/17/2018 33	Consolidated Supply Co.		21.70	Locate Marking Paint
		010 Operating Supplies 021 Operating Supplies	601 000 534 Water Fund 602 000 535 Sewer Fund		10,85 10.85	
908	12/04/2018	12/17/2018 35	Department of Environmental Quality	, Business offi	194.23	Gas Station
	510 00 41 1	007 Professional Services Otl	100 000 510 General Fund		194,23	
926	12/10/2018	12/17/2018 245	Driver and Motor Vehicle Services		1.50	New Employee Driving Record
	510 00 49 1 534 00 49 6 535 00 49 6	013 Misc	100 000 510 General Fund 601 000 534 Water Fund 602 000 535 Sewer Fund		0.50 0.50 0.50	
875	11/26/2018	12/17/2018 36	Edge Analytical, Inc.		33.00	Water Plant Testing - Coliforms
	534 00 49 6	010 Outside Testing	601 000 534 Water Fund		33.00	
878	11/26/2018	12/17/2018 36	Edge Analytical, Inc.		45.00	Water Plant - Nitrate
	534 00 49 6	010 Outside Testing	601 000 534 Water Fund		45.00	
909	12/04/2018	12/17/2018 36	Edge Analytical, Inc.		85.00	Biological Demand And Total Suspended Solids For WWTP
	535 00 49 6	020 Outside Testing	602 000 535 Sewer Fund		85,00	
910	12/04/2018	12/17/2018 36	Edge Analytical, Inc.		79.00	Total Organic Carbon, Alkalinity

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Accts Pay #	Received Date Due	Vendor	Amount	Memo
	534 00 49 6010 Outside Testing	601 000 534 Water Fund	79.00	
928	12/10/2018 12/17/2018 36	Edge Analytical, Inc.	33.00	Coliforms At 715 Ash St
	534 00 49 6010 Outside Testing	601 000 534 Water Fund	33,00	
923	12/07/2018 12/17/2018 46	Hurd's Custom Machinery	97.00	Material For Christmas Light Stand - To Keep Christmas Lights Organized And Out Of The Way When Not In Use.
	510 00 31 1001 Operating Supplies	100 000 510 General Fund	97.00	
927	12/10/2018 12/17/2018 46	Hurd's Custom Machinery	116.49	Metal For Rack For Christmas Lights Storage At The Old WTP When Lights Are Not In Use.
	510 00 31 1001 Operating Supplies	100 000 510 General Fund	116.49	
916	11/15/2018 12/17/2018 54	League of Oregon Cities	50.00	Ticket For Rick To Attend LOC Conference Banquet
	510 00 43 1000 Education and Travel	100 000 510 General Fund	50.00	
887	11/29/2018 12/17/2018 261	Mckinely Printing Company	100.00	Printing 500 Postcard Flyers For Vino, Vintage And Victory Fesitval
	510 00 49 1011 Monroe Fest	100 000 510 General Fund	100.00	
900	12/04/2018 12/17/2018 60	Monroe Telephone	30,48	Water Plant Phone Line
	534 00 42 6010 Telephone	601 000 534 Water Fund	30.48	
901	12/04/2018 12/17/2018 60	Мопгое Теlернопе	33.58	WW Lift Line
	535 00 42 6020 Telephone	602 000 535 Sewer Fund	33.58	
902	12/04/2018 12/17/2018 60	Monroe Telephone	74.62	Fax Line For City Hall
	510 00 42 1000 Telephone 534 00 42 6010 Telephone 535 00 42 6020 Telephone	100 000 510 General Fund 601 000 534 Water Fund 602 000 535 Sewer Fund	24.88 24.87 24.87	
903	12/04/2018 12/17/2018 60	Monroe Telephone	43.10	Main Line
	510 00 42 1000 Telephone 534 00 42 6010 Telephone 535 00 42 6020 Telephone	100 000 510 General Fund 601 000 534 Water Fund 602 000 535 Sewer Fund	14.37 14.37 14.36	
874	11/26/2018 12/17/2018 64	OHA Cashier	75.00	2018 Cross Connection Annual Fee
	534 00 49 6016 Dues	601 000 534 Water Fund	75.00	

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Accts Pay #	Received Date Due	Vendor		Amount	Memo
880	11/29/2018 12/17/2018 267	Office Depot		185.78	Office/Janitorial Supplies
	510 00 31 1001 Operating Supplies	100 000 510 General Fund	CITY HALL	44.49	City Hall - En Motion Paper Towels And Permanent Pen For Mylar Prints
	534 00 31 6010 Operating Supplies	601 000 534 Water Fund	WATER	102.85	Water Plant - Mop, Bucket, USB Cord And Paper Towels
	535 00 31 6021 Operating Supplies	602 000 535 Sewer Fund	WASTEWAT	2.99	Wastewater Treatment Plant - USB Cord
_	572 00 48 1004 Library - Janitorial Su	pp 100 000 572 General Fund	LIBRARY	35.45	Library - Mr. Clean
882	11/29/2018 12/17/2018 267	Office Depot		7.29	25' Foot Phone Line For Canon Fax Machine.
	510 00 31 1001 Operating Supplies	100 000 510 General Fund		7,29	
907	12/04/2018 12/17/2018 267	Office Depot		112.50	Supplies For Library, Legion Hall, City Hall And Water Treatment Plant
	510 00 31 1001 Operating Supplies	100 000 510 General Fund		8.24	Assorted Key Tags Colored And White Tags For City Hall
	534 00 31 6010 Operating Supplies	601 000 534 Water Fund		33,89	Clorox Disenfecting Wipes And Dawn Dish Soap For WTP
	542 00 31 2010 Operating Supplies	201 000 542 Street Fund		19.89	60 Gallon Trash Bags For Trash Cans
	572 00 48 1004 Library - Janitorial Su			9.28	Urinal Deodorizing Mat For Library
	572 00 48 1004 Library - Janitorial Su			12.03	30 Gallon Garbage Bags For Library
	575 00 49 1003 Legion Hall - Cleanin				Urinal Deodorizing Mat For Legion Hall
	576 00 31 1000 Parks - Operating Sup	pli 100 000 576 General Fund		19.89	60 Gallon Trash Bags For Trash Cans
905	12/04/2018 12/17/2018 67	One Call Concepts, Inc.		5.25	5 Locates For November
	534 00 49 6013 Misc	601 000 534 Water Fund		2.63	
	535 00 49 6022 Misc	602 000 535 Sewer Fund		2.62	
935	12/11/2018 12/17/2018 72	Oregon Department of Revenue		250.00	November Court Assesstments
	510 00 44 1000 Court Expenses	100 000 510 General Fund		250.00	
917	12/03/2018 12/17/2018 76	Pacific Power		3,871.21	Electricity
	510 00 47 1000 Electric (city Hall)	100 000 510 General Fund	V	793.26	City Hall Electricity
	534 00 47 6010 Electric	601 000 534 Water Fund	\sim		Water Plant Electricity
	535 00 47 6020 Electric	602 000 535 Sewer Fund	(`		Waste Water Plant Electricity
	542 00 31 2011 Street Lights	201 000 542 Street Fund			Street Lights
	572 00 47 1000 Library - Electricity	100 000 572 General Fund			Library Electricity
	575 00 47 1000 Legion Hall - Electrici				Legion Hall Electricity
911	12/04/2018 12/17/2018 286	South Benton Nutrition Program		99.95	Detergent For Sanitizer
	575 00 49 1003 Legion Hall - Cleaning	S 100 000 575 General Fund		99.95	
930	12/11/2018 12/17/2018 270	Southern Oregon Water Technology		7,691.80	December 1-15 Estimated

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Pay # Received Date Due Vendor Amount Memo

ray #	Received Date Due	Veliuot			Amount	Mello
	534 00 41 6013 Contracted Plant Operations 535 00 41 6023 Contracted Plant Operation		601 000 534 Water Fund 602 000 535 Sewer Fund		3,845 90 3,845 90	
929	12/11/2018 12/17/2018 87	Speer Hoy	rt, LLC		1,368.00	Attorney Fees
	510 00 41 1002 Attorney Fees 510 00 41 1002 Attorney Fees		100 000 510 General Fund 100 000 510 General Fund		76.00 1,292.00	
904	12/04/2018 12/17/2018 91	Tri-Count	y Chamber of Commerce		19.00	Networking Breakfast And Lunch Forum - Rick And Taylor Attended Events
	510 00 43 1000 Education and Travel		100 000 510 General Fund		19.00	
751	10/01/2018 11/26/2018 218	ULINE			-510.00	8' Safety Railing - 3
	572 00 48 1003 Library - Repairs & Mai		100 000 572 General Fund		-510.00	Credit For Returned Railing Pieces
753	10/02/2018 11/26/2018 218	ULINE			51.91	Sockets For Library Railing
	572 00 48 1003 Library - Repairs & Mai:		100 000 572 General Fund	LIBRARY	51.91	Sockets For Library Railing
803	10/22/2018 11/26/2018 218	ULINE			66.32	Freight Charges To Return The Library Rails To Uline - Ordered In Error
	572 00 48 1003 Library - Repairs & Mai		100 000 572 General Fund	LIBRARY	66,32	
918	12/07/2018 12/17/2018 93	USA Bluel	book		190.05	Alkalinity Testing Supplies For WTP And WWTP
	534 00 31 6010 Operating Supplies 535 00 31 6021 Operating Supplies		601 000 534 Water Fund 602 000 535 Sewer Fund		142 54 47 51	
933	12/11/2018 12/17/2018 94	Umpqua E	Bank Cardmember Services		1,690.61	City Administrator's Credit Card Purchases For City Business
	510 00 31 1001 Operating Supplies		100 000 510 General Fund		22.49	Amazon - Replacement Filter For Vacuum Cleaner And Charcoal Filter For Coffee Pot
	510 00 31 1001 Operating Supplies 510 00 42 1000 Telephone		100 000 510 General Fund 100 000 510 General Fund		53.99 25.66	Staples - 34" Folding Table For Council Chambers AT&T City Hall And Public Works Cell Phone
	510 00 49 1007 Beautification/Main Stre 510 00 49 1007 Beautification/Main Stre		100 000 510 General Fund 100 000 510 General Fund			Safeway - Supplies For Holiday Happenings Benny's - Lunch For Stratetgic Doings Workshop On 11/17/2018
	510 00 49 1007 Beautification/Main Stre		100 000 510 General Fund		50_85	Starbuck's - Coffee For Strategics Doings Workshop On 11/17/2018
	510 00 49 1007 Beautification/Main Stre		100 000 510 General Fund		32.73	Safeway - Supplies For Strategics Doings Workshop On 11/17/2019
	510 00 49 1007 Beautification/Main Stre		100 000 510 General Fund			Dollar General - Christmas Decorations For City Hall
	510 00 49 1007 Beautification/Main Stre 510 00 49 1011 Monroe Fest		100 000 510 General Fund 100 000 510 General Fund			Bi-Mart - Christmas Decorations For City Hall Grayline Of Portland -

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Accts Pay #	Received	Date Due	Vendor			Amount	Memo
	531 00 42	6030 Telephone		603 000 531 Storm Fund		9 13	AT&T Public Works Cell Phone
		6010 Operating Supplies		601 000 534 Water Fund		5511	Amazon - Label Maker Tape
		6010 Tools and equipment	352	601 000 534 Water Fund			Amazon - Delineator Post Kit - For PPE
		6010 Tools and equipment		601 000 534 Water Fund			Sportsfitness - Flocculation Jar Test Apparatus
		6010 Telephone		601 000 534 Water Fund			AT&T Public Works Cell Phone
		6012 Equip, Repair & Mainter		601 000 534 Water Fund			Amazon - Bearing Grease
		6012 Equip Repair & Mainter		601 000 534 Water Fund			BT Electronics - Replacement LED Lights For
						02.13	Equipment
	535 00 42	6020 Telephone		602 000 535 Sewer Fund		9:13	AT&T Public Works Cell Phone
	542 00 42	2010 Telephone		201 000 542 Street Fund			AT&T Public Works Cell Phone
	572 00 48	1004 Library - Janitorial Supp		100 000 572 General Fund		18.99	Amazon - Replacement Filter For Vacuum Cleaner
		1003 Legion Hall - Cleaning S		100 000 575 General Fund		9.50	Amazon - Replacement Filter For Vacuum Cleaner
		1003 Parks - Telephone		100 000 576 General Fund		9.13	AT&T Public Works Cell Phone
936	12/11/2018	3 12/17/2018 144	University	of Oregon, Cashier		5,875.00	RARE Participant 1st Quarter
	510 00 49	1008 RARE Participant Progra		100 000 510 General Fund		5,875.00	
906	12/04/2018	3 12/17/2018 201	Xpress Bil	l Pay	N	109.40	Host Fees And Process Fee For Online Bill Payments For November - 72 Credit/debit Card Transactions; 21 EFT Web Transactions; 22 Bank Bill Pay Transactions
	510 00 31	1003 Online Bill Pay Fees		100 000 510 General Fund	į.	32.82	
		6030 Online Bill Pay Fees		603 000 531 Storm Fund		10.94	
		6012 Online Bill Pay Fees	(*)	601 000 534 Water Fund		32.82	
		6023 Online Bill Pay Fees		602 000 535 Sewer Fund		32,82	
				Report Tota	l:	29,291.03	
		Fund		•			

ruiid	
100 General Fund	17,098.63
201 Street Fund	247.41
601 Water Fund	7,025.98
602 Sewer Fund	4,872.71
603 Storm Fund	46.30
0-1-111	///
y: Khankal	Wayn - 12.11-18
KINA Y HOUR	war 12.11 10
Signature & Titk	Date
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This report has been reviewed by:

REMARKS:

City Of Monroe MCAG #:

As Of: 12/17/2018

Time: 10:43:43 Date: 12/12/2018

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
937	12/12/2018	12/17/2018 89	TechXtension	352.50	Website Management And Network And Computer Management For Oct 1, 2018 To Dec 31, 2018 And Laptop Configuration, Website Assistance And Planner Computer Setup
	510 00 31 1	002 Computer	100 000 510 General Fund	97,52	Website And Network Maintenance
	510 00 31 1	002 Computer	100 000 510 General Fund	60.00	Adding Community Section To Website, Laptop Configuration And Planner Computer Set Up
	534 00 31 6	011 Computer	601 000 534 Water Fund	97.49	Website And Network Maintenance
	535 00 31 6	022 Computer	602 000 535 Sewer Fund	97.49	Website And Network Maintenance

Report Total:

352,50

Fund

100 General Fund 601 Water Fund 602 Sewer Fund

157.52 97.49 97.49

This report has been reviewed by:

REMARKS:

Signature & Title

ORDINANCE NO. 18-600 An Ordinance Amending CITY CODE Nuisances Affecting Public Safety, Surface Waters, Drainage

WHEREAS, the City of Monroe is charged with addressing all safety issues and the welfare of its citizens and properties; and

WHEREAS, the improper drainage of any type of surface water from any source may present a danger to the community if not addressed and contained in a timely and appropriate matter; and

WHEREAS, city code 92.17 prohibits surface water from any sources to cross any sidewalk but does not address other potential safety related incidents from improper drainage;

NOW THEREFORE BE IT THAT THE CITY OF MONROE ORDAINS AS FOLLOWS:

Section 1: An Amendment to Section 92.17 of Monroe Municipal Code as follows:

Nuisances Affecting Public Safety (H) Surface waters, drainage

- a. No owner or person in charge of property will allow improper drainage of any material including but not limited to any fluid or substances to flow from the property line of any parcel including onto or into public or privately owned properties.
- Section 2. This Ordinance becomes effective 30 days upon passage by the Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 17th DAY OF DECEMBER 2018.

	Paul Canter, Mayor	
ATTEST:	•	
Rick A Hohnbaum		

SYSTEM DEVELOPMENT STAFF REPORT PER COUNCIL DIRECTION

DECEMBER 17, 2018



RESEARCH

We charge \$13,701 for any new residential unit, no matter the size, shape, or number of fixtures. *Brian Latta, City Administrator, City of Harrisburg*

Philomath: \$23,748

Veneta: \$20,679.42

Adair Village: Currently \$11,781. Study underway and is expected to be 18,000-19,000 within

three months

Junction City: 12,295 No storm water SDC YET but working on it

Monroe: 16,665.46 (Monroe storm water is 962.55 included) Water \$7769.03, Wastewater \$6082.44, Storm water 962.55, Parks 590.10 and Streets 620.36. Plus 4% Administrative fee

(\$640.98)

TASK:

Councilor Meyers made a motion to direct staff to investigate the sdc review process. Councilor Canter seconded the motion. Councilor Howard shared the rate of increase which already was in place in the legislating document. Ayes: All.

Monroe SDC Cost Increase Process:

The Resolution 16-09 signed by Mayor Thayer requires that the fee be "...imposed herein shall increase periodically by the cost of inflation using the 20-city ENR..." which refers to an engineering field of rate increases based upon construction price increases. About a year ago I reached out to Councilor Howard, as I do not have the 20 city ENR data and we reviewed the CCI and made the determination that there has not been a significant increase within that measuring system that would drive higher SDC's for Monroe.

SDC Rates:

SDC Rates are really not appropriate for city to city comparisons (in my professional opinion) because the variables used to create the SDC Rate is different in every city. What determines the SDC?

Infrastructure needs

Infrastructure completed in the last 20 years

Current population

Population estimate in 20 years

Economy of scale to complete infrastructure projects (a \$1.2-Million-gallon reservoir paid for by 277 customers or paid for by 20 customers) and a water treatment plant for 2000 will cost close to the same for a water treatment plant for 1000 population.

Construction costs for projects in rural areas verses urban areas

Distances from facilities built with SDC from service points (Sewer plant next to river or miles from the river)

Amount of natural slope for the flow of water and sewer (how many pump stations required)

Chemistry and costs for water treatment based upon the water sources

History of Infrastructure Planning within a community/service area

Percentage of growth to existing population

There are so many variables that comparing SDC's from a factual number basis is not worthy of consideration. However, the political reality is that city councils have been known to charge less than the authorized amount of SDC's in order to attract development. I am aware of a city on the coast that during the recession cut all SDC's by 50% for about 6 years.

Reality:

In 1990, the City of Sherwood had a Parks System Development Charge of \$6,000 plus. Sherwood had a population of about 4,000 but knew it would grow to 12,000 within 20 years. The current population of Sherwood is about 19,000 and the reason why teams go to Sherwood for tournaments is because the Park's SDC fee paid for land for fields, facilities and even trails for cross country.

Recommendation:

It would be worthy to have a new SDC study completed after the water master plan is done and after a street master plan is completed. Both of these could occur within 2019 if prioritized as projects for staff. Even though this type of work is completed by consultants, providing the data and working with the consultants is a constant element of these types of contracted services.

STAFF AGENDA REPORT DECEMBER 17, 2018 GAS STATION PROPERTY



STATUS

Attached is an email from last week. Ms. Camarata is my assigned primary point of contact with DEQ on the gas station property though I have been directed to various staff members in four different DEQ offices. Last week, the City expended about \$800 in order to get an estimate for an analysis to have the system tested. This test of the lines, pumps and tanks will provide the basis in determining what would be required by DEQ to be done (fixed or replaced) prior to opening the facility as an operating gas station. I will have the estimate for this review by council meeting on the 17th.

INTERESTS

Currently there are two separate parties who have expressed in the property for retail purposes other than gas station operation in addition to the interest of a person who has attended a previous council meeting who is only interested in the coffee kiosk. One of these two parties is interested in a bakery operation at this site. They have done a site visit with their contractor who would do building modifications and are currently working on financing and I would hope to see their formal request and proposal in late January. I am meeting with the second interested party earlier on the 17th and I will hopefully have some perspective to share at the council meeting.

UPDATE

I authorized use of the gas station for the selling of Christmas trees for the Monroe High School Wrestling Team and have liability insurance coverage from the school district for this activity. I also had the power turned back on at the gas station in order to get the estimate for the analysis of the systems completed.

DIRECTION

Does the council only wish to entertain interests of the property for a gas station business operation? The firm who did Environmental Studies did also provide at my request an estimate for decommissioning. (ATTACHED)

rick.hohnbaum@ci.monroe.or.us

From:

CAMARATA Mary < Mary.CAMARATA@state.or.us>

Sent:

Friday, December 7, 2018 3:54 PM

To:

'Rick Hohnbaum'

Cc:

GARCIA Andrea; KUCINSKI Michael; PAIKO Steven J

Subject:

RE: are we meeting next week?

Hi Rick,

You mentioned to me that you would like to meet about the Monroe Fuels site next week. After talking to Steve Paiko we developed a list of steps to resolve the tank issues. I apologize for not getting back to you with those steps for your consideration. I will describe the steps below and then call you on Monday to discuss. If we need to meet in person, we can arrange for that on Monday.

- 1) City of Monroe sends in past fees to DEQ's headquarters office. DONE
- City of Monroe completes the Temporary Closure application and sends to Steve Paiko.
 Temporary Closure is good for 1 year but can be renewed.
- 3) City of Monroe hires a service provider to check fueling system and empty tanks of residual fuels. The service provide can give you an estimate for repairs that might be needed or decommission costs. (The EPA brownfield grant can pay for decommission the tanks, but it can not pay for repairs.)
- 4) City of Monroe decides and informs DEQ, if they want to sell the site as a gas station or decommission the tanks.
- 5) City of Monroe addresses Leaky Underground Storage Tank (LUST) issues. If the City wants to decommission the tanks, the EPA brownfield grant can be used to characterize the extent of contamination during decommission activities. This may or may not lead to a closure of the LUST issues. Closure would depend on the sampling results. We may need to find additional funding if sampling results indicate cleanup is needed.

If the City want to sell the site as a gas station, the EPA brownfield can be used to characterize the extent of contamination and possible close out the LUST file.

I hope this list helps you work through the tank issues. Let me know if you have any questions.

Thanks,

Mary

Mary Camarata
Regional Solutions Coordinator
165 E. 7th Ave, Suite 100, Eugene, OR 97401
541.687.7435 (DEQ Office)
541.346.8616 (RSC Office)
503.983.2277 (Mobile)
541.686.7551 (Fax)
camarata.mary@deq.state.or.us

ROUGH ESTIMATE

(UST Decommissioning)

DATE:

November 12, 2018

CLIENT INFORMATION

City of Monroe PO Box 486 Monroe. OR 97456

Contact:

Rick Hohnbaum, Monroe City Administrator

Office:

(541) 847-5175

email:

Rick.hohnbaum@ci.monroe.or.us

PROJECT INFORMATION

Description: Former Monroe Fuel, Inc.

125 South 5th Street, Monroe, OR 97456

Map/Tax Lot: 14533AB Tax Lot 903 Size: Less than and acre

Size. Less than and acre

Other Info: DEQ Facility ID 10353. Two (2) 4,000 -gallon gasoline USTs on-site and one

(1) above ground diesel (size unknown).

PURPOSE: To provide professional services as required to complete the following:

X Other as specified below:

This cost proposal covers costs associated with permanent decommissioning (by removal) of two (2) 4,000-gallon gasoline underground storage tanks (UST) and one (1) diesel AST, product piping, and vent lines at the above referenced facility. BB&A Environmental (BB&A) will prepare the 30-day notice for UST decommissioning, obtain local permits (e.g., fire department), as required. BB&A will document UST decommissioning activities as required for closure of the UST system. BB&A will prepare the UST Decommissioning Report and Checklist as per DEQ closure requirements.

Bergeson-Boese & Associates, Inc. dba BB&A Environmental Oregon DEQ Service Provider No. 10974 Oregon CCB# 76509

UST DECOMMISSIONING

BB&A will provide construction services relating to the permanent decommissioning (by removal) of two (2) 4,000-gallon gasoline underground storage tanks (UST) and one (1) diesel AST, product piping, and vent lines. The two (2) USTs are located in a common excavation under a concrete drive slab. The scope of work for UST decommissioning by removal is presented below.

1.0 Project Administration/Reporting

- **1.1** Preparation, implementation, and management of project work plan and health and safety plan.
- 1.2 Permits will be prepared and submitted as required to local regulatory authorities, fire marshal, and the Department of Environmental Quality (DEQ). BB&A's bid **includes** costs for local permits.
- **1.3** Prepare the UST Decommissioning Report and Checklist for submittal to the DEQ.

2.0 Tank Preparation and Decommissioning and Demolition

2.1 Project Oversight

A licensed UST Decommissioning Supervisor will provide project oversight of UST removal and decommissioning activities.

2.2 Excavation, UST Removal, Demolition, and Site Restoration

Tasks required to complete UST decommissioning in accordance with applicable regulations and customary practices are presented below.

- 2.2.1 Request a Utility Locate in the area of the USTs. A private locate is included in BB&A's bid.
- 2.2.2 **Concrete Tank and Drive Slab:** Portions of the concrete tank and drive slabs will be removed, broken up, and used as backfill.
- 2.2.3 After removal of backfill covering the USTs, the USTs will be gently tilted to remove residual liquid product. The USTs will be pump and rinsed with liquids and sludges disposed of by an authorized disposal company (ORRCO). After rinsing, the USTs will then be inerted by ventilation using an air compressor and eductor apparatus. Tank atmosphere will then be measured to determine if the tanks are safe for removal. This determination will be made on the basis of field measurements of the lower explosive limit (LEL) and oxygen content. As necessary, measures will be implemented to inert the USTs (i.e., reduce LEL and/or oxygen content of the tank atmosphere to safe levels). The tanks will be removed from the ground after flammable vapor concentrations inside the tanks are below five (5) percent LEL.
- 2.2.4 Removal: Complete the excavation and remove the inerted USTs. The USTs will be recycled as scrap metal. Any impacted soil encountered during excavation activities to access and remove the USTs will be placed in a temporary stockpile (i.e., placed on and covered with polyethylene sheeting).

- 2.2.5 **Salvage/Other Removal:** The tank level monitoring system (TLS) probes and other electronic monitoring equipment inside the USTs, will be removed and transported off-site for disposal if not salvaged by the client.
- 2.2.6 After site assessment activities have been completed, the UST excavation will be backfilled. If applicable, the DEQ will be notified to obtain approval to place backfill. Excess clean fill will be used as backfill as appropriate (see **Section 2.2.7** below).
- 2.2.7 Backfill/Resurfacing: Upon completion of site assessment activities and with DEQ approval, the excavation zone will be backfilled with appropriate clean overburden, imported fill material, and broken up concrete. The deadmen anchors (if present) will be left in-place. The excavation zone will be backfilled with clean fill and compacted to rough surface grade.
- 2.2.8 **Schedule/Sequence:** UST decommissioning, excavation, and backfill will occur over the course of approximately one (1) week.

2.3 Soil Cleanup

To be determined.

SITE ASSESSMENT (SOIL AND PIT GROUNDWATER)

Confirmation soil sampling will be performed pursuant to state regulations governing the permanent closure of permitted UST systems.

1.0 Site Investigation

A map of the UST excavation area will be prepared. Determination of the general geology of the UST excavation and location of contamination as indicated by visual inspection and/or field instrument monitoring will be documented.

2.0 Site Investigation Soil Sampling and Analysis

Soil samples will be collected using sterile gloves and a decontaminated sampling trowel or directly from the excavator bucket. Each soil sample will be placed directly into laboratory prepared glass sample containers, given a unique identification, logged onto a formal chain-of-custody form, placed on synthetic ice in a chilled cooler, and delivered to a certified laboratory, for analysis.

Confirmation soil samples will be analyzed using Northwest TPH Method NWTPH-HCID and NWTPH-Gx. Based upon historic monitoring at the site, the pit is assumed to be "dry."

PROJECT ASSUMPTIONS

The following assumptions have been made in preparing the scope of work and cost proposal presented below:

- The UST permit registration fees are current or will be paid directly by the owner.
- The client may remove salvageable/delicate petroleum equipment (e.g., cathodic protection equipment, tank level monitoring equipment, etc.) prior to decommissioning. BB&A will assist in this effort as requested;
- The client will have all power shut off to any other petroleum related equipment within the work area (e.g., dispensers/pumps/card reader);

- The product lines and vent lines will be removed by BB&A;
- Groundwater pumping is not included;
- Costs associated with soil cleanup is not included in this proposal;
- Proposal assumes there has been no release from the UST system;
- Concrete deadmen anchors (if present) within the excavation will be left in-place;
- The USTs will be recycled as scrap metal; and
- Disposal of residual product and/or rinseate in excess of 500-gallons will be the responsibility of the client.

TERMS AND CONDITIONS:

The costs associated with this Cost Proposal and Agreement are presented below.

Task/Service	Rate	Quantity	Total
Permits/Reports/Permits			
Project Manager (Planning, Locates, Permits Application, H&S) - Lump Sum	\$560.00	1	\$560.00
Project Manager (Reports/Checklists - Lump Sum)	\$875.00	1	\$875.00
Drafting/AutoCAD - Site Plan	\$100.00	1	\$100.00
Private Locate	\$300.00	1	\$300.00
Permit Fees - Local Permits	\$500.00	0	\$0.00
UST Decommissioning/Backfill/Compact/Grade			
Equipment Operator/Field Techs (HazMat Trained) - Lump Sum	\$5,040.00	1	\$5,040.00
Mobilization, Mileage, Reimbursables	\$750.00	1	\$750.00
Contaminated Soil Disposal (Unknown Not Estimated)	\$0.00	0	\$0.00
Excavator/Fuel	\$3,755.00	1]	\$3,755.00
Residual Fuel/Rinseate Disposal (up to 500-gallons)	\$1,275.00	1	\$1,275.00
Trucking (UST disposal and hauling)	\$875.00	1	\$875.00
Compressor	\$450.00	1	\$450.00
Totes	\$125.00	0	\$0.00
Disposal (misc.)	\$375.00	1	\$375.00
Sawcut	\$600.00	1	\$600.00
Roller Compactor	\$495.00	1	\$495.00
Backfill 3/4" - 1" minus rock - top 1' (delivered)	\$25.00	50	\$1,250.00
Resurfacing - Gravel only - See Above	\$0.00	0	\$0.00
Visqueen, security fencing, misc.	\$950.00	1	\$950.00
Laboratory Analysis - Closeout Sampling			
NWTPH-HCID - Soil	\$78.00	1 1	\$78.00
NWTPH-Dx - Soil (4) / Water (1)	\$90.00	0	\$0.00
NWTPH-Gx - Soil Only (4)	\$82.00		\$492.00
NWTPH-Gx + BTEX by EPA 8260B (soil/water - wet pit)	\$95.00	0 [\$0.00
PAHs by EPA 8270SIM (water - wet pit)	\$184.00		\$0.00
Total:			\$18,220.00

ORDINANCE NO. 18-200

AN ORDINANCE AMENDING MONROE LAND USE DEVELOPMENT CODE CLARIFYING AND DEFINING ACCESSORY USE UNITS WITHIN THE CITY OF MONROE

WHEREAS, The City of Monroe Ordinance Committee began working on updates to the Monroe Zoning Ordinance in order to correct deficiencies and address current concerns; and

WHEREAS, the Planning Commission conducted a public hearing on July 9, 2018 to invite public input and recommended updates and corrections to the Monroe City Council; and

WHEREAS, the Monroe City Council did hold a public hearing on the proposed Monroe Land Use Development Code on July 23, 2018 to provide an opportunity for the public to be heard on this matter; and

WHEREAS, the City sent notice to DLCD on the amendments; and

WHEREAS, the City published notice of the hearings in accordance with City code and state law; and

WHEREAS, the City Council finds that the Development Code revisions conform to the City's Comprehensive Plan and the Statewide Planning Goals.

THE CITY OF MONROE ORDAINS AS FOLLOWS:

SECTION 1. The Monroe Land Use Development Code as attached as Exhibit A is hereby adopted.

SECTION 2. The sections or subsections of this ordinance are severable to the extent allowed by law. The invalidity of a section or subsection shall not affect the validity of the remaining sections or subsections of this ordinance, which shall remain in full force and effect.

SECTION 3. Whereas it is necessary for the general welfare of the citizens of the City of Monroe, an emergency is herby declared to exist, and this ordinance shall take effect immediately upon its passage by the City Council and approval by the Mayor.

SIGNED AND APPROVED this 27TH day of August, 2018.

Mayor Paul Canter	
ATTEST:	
 Citv Recorder: Rick A. Hohnbaun	n

EXHIBIT A

Amend:

Section 4.112 (2) (i) Accessory buildings subject to the following standards:

- 1. Accessory buildings shall not be used for dwelling purposes except as allowed by Section 6.100.
- 2. Accessory buildings 200 to 400 square feet be shall be setback at least 5 feet from an interior property line and limited to one story. No accessory building shall exceed 800 square feet unless submitted for approval under the Site Plan Review provisions of Section 2.400.
- 3. No sales shall be made from an accessory structure unless it has been approved as a Home Occupation under the home occupation standards of Article 6.

Amend:

Section 4.121 (2) (k) Accessory buildings subject to the following standards:

- 1. Accessory buildings shall not be used for dwelling purposes except as allowed by Section 6.100.
- 2. Accessory buildings 200 to 400 square feet be shall be setback at least 5 feet from an interior property line and limited to one story. No accessory building shall exceed 800 square feet unless submitted for approval under the Site Plan Review provisions of Section 2.400.
- 3. No sales shall be made from an accessory structure unless it has been approved as a Home Occupation under the home occupation standards of Article 6.

Amend:

Section 4.131 (2) (b) Accessory buildings subject to the following standards:

- 1. Accessory buildings shall not be used for dwelling purposes except as allowed by Section 6.100.
- 2. Accessory buildings 200 to 400 square feet be shall be setback at least 5 feet from an interior property line and limited to one story. No accessory building shall exceed 800 square feet unless submitted for approval under the Site Plan Review provisions of Section 2.400.
- 3. No sales shall be made from an accessory structure unless it has been approved as a Home Occupation under the home occupation standards of Article 6.

Delete:

Section 6.100 sentence that reads.... "The housing density standard of the Residential District does not apply to accessory dwellings, due to the small size and low occupancy level of the use."

Amend:

Section 6.100 (g)

There will be no more than two residential (total) accessory dwelling units per lot; one (1) primary unit and one (1) accessory unit.

Section 6.100 (h)

Residential accessory dwelling units require a total lot size of 10,000 square feet.

Section 6.100 (i)

All residential units, including accessory dwelling units must have separate utility service connections.

Section 6.100 (j)

All accessory buildings and dwellings will not surpass the height of the primary building on the lot.

Amend:

New Section 6.090

All development standards for non-dwelling accessory units must meet all development standards of Section 6.100.

Amend:

Section 6.100 (a) Oregon Structural Specialty Code or the Oregon Residential Specialty/Building Code as deem appropriate for the accessory unit being proposed will be complied with.

(November 7: DRAFT 9 WITH SBNP REQUESTED CHANGES)

FACILITY USE AGREEMENT BETWEEN SBNP AND COM

This is a DRAFT agreement for between the South Benton Nutrition Program (SBNP) and the City of Monroe (COM) for the use of the Legion Hall located at 605 Main Street in Monroe

This agreement is designed to lay out the basic parameters and expectations of the SBNP use of the Legion Hall owned by the COM.

- 1. SBNP will have the use of the facility on Tuesday and Thursdays of every week between the hours of 7:00AM and 3:00PM for the purpose of providing lunches to the area's seniors, handicapped and guests.
- 2. In the event that SBNP desires to use the facility outside of these hours for SBNP activities only, SBNP shall contact City Hall to determine the availability of the facility which shall be determined by the first come/first served policy.
- 3. Any use of the facility for non-SBNP uses, shall be charged out as per the standard agreement.
- 4. SBNP will also have use of the room in the northwest corner behind the kitchen for food supply and the use of the storage room adjacent to the men's restroom; provided they are kept in a neat and orderly condition. In the event either room is provided with any locking mechanism, SBNP shall provide the City with a key. City will attempt to install or confirm access to electrical outlet for this storage closet area and will install some form of steel/metal type shelving for use by the SBNP.
- 5. SBNP will also have use of the outside accessed restroom facility unit for the purpose of storage of additional equipment including but not limited to wheelchairs. Access and the ability for public works to also use this space for the hanging of yard tools will be allowed and expected.
- 6. SBNP will be responsible for leaving the facilities in a clean, sanitary and orderly condition as laid out in the standard use agreement that is attached as Exhibit A. COM is not responsible for any damaged décor. SBNP agrees to remove decor if and when a third-party renter requests removal for the activity the renter has the facility booked.
- 7. SBNP will provide a complete inventory of all SBNP owned equipment (nonfood supplies) by December 31, 2018 to the City of Monroe. It shall be provided in print format in 2018.
- 8. SBNP will provide an annual update of inventory in the same format by December 31st of every year that this agreement is in place which will be signed upon inspection by both parties.
- 9. SBNP will label all chairs and tables owned by SBNP.

- 10. SBNP will not purchase additional tables and chairs or major equipment items including kitchen appliances without prior approval of the COM and allowing the city the first right to acquire said items in order to move towards a more consistent ownership of all equipment being owned by the City.
- 11. The City will provide a public works service form to the SBNP for them to complete for any requested repairs or maintenance items that need to be addressed and submit them on a clipboard provided by the City and located within Legion Hall.
- 12. SBNP will notify COM and when possible obtain pictures of any conditions requiring repairing, cleaning or situations that occur relating to SBNP use or any other use which is discovered or found by SBNP staff or volunteers in a timely matter.
- 13. The City will endeavor to maintain, repair or replace all other fixtures of the building owned by the City of Monroe including the installation of a new stove and commercial grade range cover.
- 14. SBNP will provide to COM a copy of all governmental inspections performed at the Legion Hall within 1 week of receipt of all documentations of said inspections.
- 15. SBNP will clearly label refrigerator space available for other groups to use within the kitchen area and not leave material belonging to SBNP in that same space.
- 16. All conditions within the standard use and rental agreement with the exception of the piano use and garbage service, will be the standard which SBNP will agree to in order to honor this agreement.

17. Additional conditions of use include:

- a. No animal food in the facility other than within the assigned storage unit/closet next to the Men's restroom.
- No materials will be placed in front of the circuit boxes located in the office room
- c. No tampering with video equipment located in the building or outside of the building. Any damage done by SBNP use, will be replaced by the SBNP.
- 18. SBNP will meet and maintain the following insurance standards.
 - a. <u>Liability Insurance</u>. SBNP shall continuously maintain at its expense throughout the term of this Agreement, and any renewal period, public liability and property damage insurance with the combined single limit of not less than Two Million Dollars (\$2,000,000), naming COM as an additional insured and containing a contractual liability endorsement referring to this Lease. Such insurance shall provide coverage for bodily injury, death or property damage in connection with SBNP's use or occupancy of the Premises or the exercise or enjoyment of rights or privileges granted by this Lease
 - b. <u>Personal Property Insurance</u>. SBNP shall at its expense insure its personal property, equipment and trade fixtures located on the Premises.

- c. <u>Proof of Insurance</u>. SBNP shall provide proof of insurance to COM in the form of certificates evidencing the required coverage and stating that COM will be given thirty (30) days' notice prior to any cancellation or material change of coverage. COM reserves the right to review the actual policy and to reasonably approve the form of coverage and the insuring companies.
- 19. <u>INDEMNITY: SBNP</u> will indemnify, defend, and hold harmless COM and its managing agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), whether suffered directly or from a third-party claim arising out of (a) any damage to any person or property occurring in, on, or about the Premises, the Building, or the Property due to the acts or omissions of SBNP or its agents, invitees, or contractors; (b) use by SBNP or its agents, invitees, or contractors of any common areas and the Premises; or (c) SBNP's breach or violation of any term of this Lease. The provisions of this Article will survive the termination of this Lease.
- 20. Per the existing agreement, the rent shall continue to be \$75 per month payable by the 15th of each month. In additional, an annual fee of \$2,000 shall be due between August and October of each year.
- 21. The on-going terms of this agreement and use of the facility may be rescinded by either party given 120 days advance notice.

SIGNED AND DATED:	
SBNP Board President	Date
SIGNED AND DATED:	
Mayor Paul Canter	Date

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