CITY OF BROWNSVILLE

Council Meeting

Tuesday – October 23th, 2012

Regular Session 7:00 p.m.

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CITY OF BROWNSVILLE

Council Meeting

City Hall – Council Chambers
Tuesday, October 23rd, 2012

AGENDA

Regular Session **7:00 p.m.**

1) CALL TO ORDER
2) ROLL CALL
3) PLEDGE OF ALLEGIANCE
4) ADDITIONS OR DELETIONS TO AGENDA
5) MINUTES: September 25th, 2012
6) PUBLIC HEARINGS OR PRESENTATIONS
   A. Rick Dominguez – Gateway Flag Pole Concept
7) DEPARTMENT REPORTS:
   A. Sheriff
   B. Planning
   C. Public Works
   D. Administration
   E. Library
   F. Court
   G. Council
8) CITIZEN COMMENTS (Non-agenda & Agenda items)
9) LEGISLATIVE:
10) ACTION ITEMS
   A. Appointed Officials & Possible Advertisements
   B. December Council Meeting Date (December 18th, 2012)
   C. City Hall Office Hours

This Agenda is a list of the subjects anticipated to be considered at the meeting, but the Council may consider additional subjects as well. The location of the meeting is accessible to physically challenged individuals. Should special accommodations be needed, please notify City Administrator S. Scott McDowell at (541) 466-5880 in advance. Thank You.

11) DISCUSSION ITEMS:

A. MOU Updates
B. Nuisance Abatement Update
C. September Financials

12) CITIZEN QUESTIONS & COMMENTS

13) COUNCIL QUESTIONS & COMMENTS

14) EXECTUIVE SESSION

- Oregon Revised Statutes, Chapter 192.660 governs the conditions for a public body to convene in an Executive Session. The City will invoke Section (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions and, (i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

15) ADJOURN

This Agenda is a list of the subjects anticipated to be considered at the meeting, but the Council may consider additional subjects as well. The location of the meeting is accessible to physically challenged individuals. Should special accommodations be needed, please notify City Administrator S. Scott McDowell at (541) 466-5880 in advance. Thank You.

Council Minutes

September 25th, 2012

ROLL CALL: Mayor Ware called the meeting to order at 7:00 p.m. with Councilors Shepherd, Chambers, Gerber, Cole and Boyanovsky present. Councilor Van Sandt was excused. City Administrator Scott McDowell, Public Works Director Karl Frink and City Planner Bill Sattler were also present.

PUBLIC: Kaye Fox, Jay Marsh, Chris Majdecki, Kevin Keenan, Jim Hagan & Rick Dominguez.

ADDITIONS AND DELETIONS: None.

MINUTES: The Council reviewed the minutes of the September 4th, 2012, meeting. Councilor Cole moved to approve the minutes. The motion was seconded by Councilor Shepherd and was approved unanimously.

PUBLIC HEARINGS OR PRESENTATIONS:

1. Mr. Jim Hagan – 604 Calapooia. Mr. Hagan told Council that Mr. McDowell had told him he needed to remove a dog kennel and a shed that he had placed next to his home on the south end of the Sage Street right-of-way. He said that he doesn't understand why he can't use the area as it is a dead end and is not being used. Mr. McDowell said that private uses of the public right-of-way leads to many problems and that it is the City's policy to prevent it. He said the City sent a letter to Mr. Hagan in September, 2011, and the property still has not been removed. He said that he has contacted Mr. Hagan several times in an effort to get the items removed. Councilor Shepherd said that the City needed to maintain its policy and not set a precedent of allowing private use of the right of way. The Council was in consensus that the items need to be removed.

2. Kevin Keenan – 378 Kirk. Mr. Keenan was present to file a complaint regarding his neighbor at 382 Kirk, Mr. Jay Marsh. Mr. Keenan said that Mr. Marsh had an accumulation of items piled in his driveway and he thought it was unsightly and in violation of the City's nuisance ordinance. Keenan reviewed that since Marsh has been on the property they have done a bark business, metal reclamation business and this summer added garage sale to the list. Mr. Chris Majdeki of 400 Kirk said that he was in support of Mr. Keenan and wanted the City to make Mr. Marsh clean up his property. Mr. Marsh was present and said that his father in law had lost his home and he had recently had to move his father in law and his possessions here to move in with him. He said that his father in law has a lot of stuff and that's what is in the driveway. Mr. Marsh said his father in law is a packrat and he is struggling with him to get rid of the stuff. Mr. McDowell gave a history of some of the issues that the City had dealt with regarding Mr. Marsh over the years. Councilor Shepherd moved to move ahead with enforcing the City's nuisance ordinance against Mr. Marsh. The motion was seconded by Councilor Cole and was approved unanimously. Mr. McDowell showed some photographs of other areas he is dealing with regarding nuisance abatement and explained the "garage sale" tactic used by property owners and renters to get around cleaning up their properties.

DEPARTMENT REPORTS:

1. Sheriff's Report. The Sheriff's Department provided a written report.

2. Planning. Mr. Sattler said that a large parcel off Washburn Avenue has sold and the new owners are working on a partition in order to build two homes on the property. He said that they have applied for a variance to create a third lot at the same time and that the hearing will be at the Planning Commission in about six weeks.

3. Public Works. Mr. Frink reported that there hasn't been any progress in getting the punch list for Oak Street completed but that the City recently did hear that the contractor was planning on coming back to town. He said that the Park Caretakers had completed their work for the year and that they had done a wonderful job this summer. Mr. Frink said that there had been another resignation and that another new employee has been hired. Councilor Cole thanked Mr. Frink for dealing with the lighting issue at the Library she had raised.

4. Administrator's Report. Mr. McDowell said that he had gone with Boldt, Carlisle and Smith to do the City's payroll work and that they will start with the October payroll. He said that the final proof survey of the City's water rights is proceeding forward. Mr. McDowell said that the Willamette Country Music Festival is having some issues with the County Commissioners and he has been trying to assist them as he can but the debriefing session has not yet been set. McDowell indicated that Deb Dyson is no longer representing the Canal Company due to a change in her practice. McDowell will wait to hear how the Canal Company leadership chooses to proceed. McDowell reported that Boldt, Carlisle & Smith were still working on the audit for FY 2011-2012 and that he really appreciates their effort. McDowell said that he and Councilor Boyanovsky had spoken with the Rec Board regarding the buildings being left open after being used. He said that they understood it is a serious problem and they are working to take care of the situation.

5. Library Report. Ms. Lemhouse provided a written report. Mayor Ware said that there has been an increase in activity at the Library.

6. Court Report. The Municipal Court provided a written report.

7. Council Comments. Councilor Boyanovsky said that the Rec Board had some issues regarding the Kennel Club and keeping the fields watered for use. He said that needs to be resolved next year.

8. Citizen Comment. Ms. Kaye Fox said that she would like to see the City enforce the day use only policy at Kirk's Ferry Park as kids have been hanging out there in the evenings. She said that the Seniors are setting up a walking program inside the Rec Center during the winter.

LEGISLATIVE:

1. Resolution 690 – Special Circumstances Purchase (TAG). Councilor Cole moved to approve Resolution 690. The motion was seconded by Councilor Boyanovsky and was approved unanimously.

2. Resolution 691 – Transfer Water Administration Funds. Councilor Cole moved to approve Resolution 691. The motion was seconded by Councilor Shepherd and was approved unanimously.

ACTION ITEMS:

1. Calapooia River Financing Options. Mr. McDowell went through the various options for financing the waterline repairs. He said that borrowing the money would result in a monthly charge of around $5 per month per customer. He said that Mayor Ware & Councilor Shepherd had looked into refinancing the entire water system indebtedness and due to the years remaining on the term of the debt it would be too cost prohibitive. McDowell said that he thought the best option would be to self finance the expense which would not require raising rates so steeply. Council would certainly want to look at the rates closely next June. Councilor Shepherd move to accept Mr. McDowell's recommendation to self-fund the work. The motion was seconded by Councilor Cole and was approved unanimously.

2. Authorize Chamber of Commerce Memorandum of Understanding. Mr. McDowell said that the agreement is close to being signed and he was looking for authorization for Mayor Ware and himself to execute the agreement once the Chamber Executive Board agrees to terms. Mr. McDowell said that Sharon McCoy had reviewed the agreement for the Chamber and had approved it but that the Executive Board had not yet approved it. He said the Executive Board would meet on October 5th to review the document. Councilor Gerber moved to authorize Mayor Ware and Mr. McDowell to execute the agreement pending Chamber approval. The motion was seconded by Councilor Shepherd and was approved unanimously.

3. Uerlings-Barker Insurance Agreement. Mr. McDowell said that they had submitted a quote of $1,900 per year to act as the City's insurance agent. Councilor Boyanovsky moved to accept the quote and to retain their firm. The motion was seconded by Councilor Cole and was approved unanimously.

4. Restroom Ribbon Cutting. Mr. McDowell reported that the Park Board would like to have a dedication ceremony. The Council approved the idea by consensus. Mr. Frink was asked what he would do about the portable toilets in the park. He said that he would like to remove them all except during baseball season as they are very expensive to rent. Council decided to leave the ADA unit across from the Water Treatment Plant for the winter months.

5. Arbor Day Proclamation. Mayor Ware proclaimed October 20th as Arbor Day for Brownsville.

DISCUSSION ITEMS:

1. Christmas Decorations. Mr. McDowell said that there are 36 large lamp posts downtown and that the Chamber is buying 18 banners for Christmas decorations. He said that the City is buying 18 brackets from Advanced Mechanical to hold them. He said that Norm's Electric would be helping hang the decorations the last week of November. McDowell made the decision to with Norm's Electric because Pacific Power has expanded their territory and coordination is becoming increasingly difficult due to scheduling conflicts.

2. August Financials.

COUNCIL COMMENTS: None.

CITIZEN COMMENT: None

ADJOURNMENT: Councilor Shepherd moved to adjourn. The meeting was adjourned at 8:25 p.m.

City Administrator S. Scott McDowell

Mayor Don Ware

City Administrator Report

October 23rd, 2012

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

Preface: Welcome to the agenda packet full of agreements and memorandums of understanding! All of the agreements and memorandums included in this packet are there for your convenience. There will be no decisions on any of them at the meeting Tuesday night. I wanted to let Council know that I was unable to get as far as I had wanted to due to an untimely illness that knocked me down for practically a full week. I postponed a few presentations/discussions for later this Fall.

Rick Dominguez – American Legion Post Commander Rick Dominguez has requested the opportunity to speak about the possibility of installing flagpoles by the new, brick Brownsville signs at Bishop Way & Main Street. If Council should agree with Mr. Dominguez's proposal, the City would need to seek approval from Linn County.

Appointed Officials – It is that time of year to review all City boards and committees and check member terms. I have yet to hear back from several of those members. The City asks members if they're interested in continuing their service on their particular boards and committees. All terms expire December 31st, 2012 or any given year.

What is being asked of Council?
I am asking for Council to pass a motion allowing Staff to place an advertisement in the local newspaper in the event there would be an opening on one of the boards or committees.

December Council Meeting – Christmas falls on Council's normal meeting date this year. I am proposing the Council meeting be held on December 18th, one week earlier than normal. Council will need to choose a date and pass a motion to make it so. Last year, Council ended up canceling the December Council meeting due to illnesses and vacations.

City Hall Office Hours – I would like to ask Council to consider adjusting City Hall Office hours. Currently, open hours are from 8:00 a.m. to 5:00 p.m. I am proposing that Staff still work those hours, however, the office would open to the public at 8:30 a.m. and close at 4:30 p.m. By making this adjustment, it will give Staff an opportunity to work on tasks and projects without being interrupted for at least one hour per day. Several members of our Staff are coming in early or staying late in order to get work accomplished.

I would submit for your consideration that all citizens still have the ability to phone ahead and make an appointment with Staff and they also have the ability to make payments online or place payments in the mail slot/drop box next to the front door. If

Council is interested in this option, I would like to implement the new practice as of Monday, November 5th.

Brownsville Art Association – I met with Dr. Lorraine Garcy and Association President Alice Tetamore on October 16th to review the tenants of the current memorandum of understanding (MOU) and to also look forward to renewal. The Association has many plans for the future including offering workshops at a low cost, providing more classes for youth & adults and to attract artists from around the region. The Association is in the process of developing a 3 to 5 year business plan and are professionalizing their organization using written policy, developing an organization chart with responsibilities for members who hold specific leadership roles and standardizing current practices.

The major difference between the last MOU and the proposed MOU is occupancy/building use. This fundamental change will raise insurance questions regarding the general liability & property coverage for the Art Center. I will continue working with the Association's leadership to fully develop the MOU to all parties satisfaction. The plan is for the Association leadership to come to one of the future Council meetings (November or December) to discuss the MOU in person and give an overview of what they have accomplished over the last two years and what they plan to accomplish in the future.

I have placed a copy of the latest draft for your review. The italicized paragraphs indicates language that has been added to this MOU.

Rec Center Contract – The current Rec Center agreement expires in January 2013. I have made contact with Board leadership to begin discussing the details. I have included a copy of the current agreement for your review.

Sweet Home Sanitation – I met with Scott Johnson and Ernie Martin to discuss some of the possible changes to the Franchise Agreement. Due to a major illness I suffered last week, I have postponed this item until November or December. The plan is for the City to work out the details with Sweet Home Sanitation and then provide Council the Franchise Agreement with the changes for consideration. I have included a copy of the current agreement for your review.

P.S. The attachment/appendices are not included because the City does not have a copy.

Chamber MOU – I met with the Executive Board on October 5th to discuss the details of the MOU. The Board created a subcommittee who will be working with me to iron out the rest of the details. I have placed a copy of the most current rendition of the agreement for your convenience. I expect the final MOU will exclude some things and include others.

BCS: Payroll – Jannea Deaver and I have been working feverishly (literally in some cases) to get all of the necessary paperwork and documentation to Boldt, Carlisle and Smith as the City makes the transition to having payroll done by a third party. BCS will be completing the October 2012 payroll.

Nuisances – The City is continuing to work on several properties throughout town. Judge Lemhouse canceled the municipal court date for October which means that any abatements will be heard in November. The City has been working with the Court Clerk to make sure the necessary procedures are being followed. Councilor Shepherd and I met with Mr. Hagan at his residence. Mr. Hagan has moved some of his property from the right-of-way, however, the carport remains. I'm currently working with Linn County Sheriff's Office to remedy this situation.

Right-of-Way Infringement – I will be having a brief discussion of this topic under Nuisance Abatement Update.

Calapooia Crossing Update – A short presentation will be given regarding construction plans for this water line.

Christmas Decorations – The City recently received the reimbursement check for the decorations from the Brownsville Chamber of Commerce. Thanks Chamber! Advanced Mechanical is nearly finished building the lamppost clamps. Norm's Electric has agreed to assist the City in installing the new decorations the week after Thanksgiving. Public Works is ready to go.

Barker-Uerlings Agreement – Public Works Superintendent Karl Frink and I met with Steve Uerlings and Michael Hoyt to review all City property. I have asked those two gentlemen to come back to the January Council meeting to give Council a full report. Fortunately for the City everything is in order. Barker-Uerlings has been asked to provide some estimates for some additional infrastructure and to determine the costs for expanding occupancy use of the Art Center.

Arbor Day Outcome – I will give an oral port regarding the celebration.

Final Proof Survey – Jon Erwin has completed the Claim of Beneficial Use for Oregon Water Resources. The document has been sent for OWRD consideration. The City will be submitting the Water Master Plan in accordance with the deadline of December 31st, 2012. Mr. John Cunningham is currently putting the finishing touches on his portion of the project. The City has asked Mr. Jon Erwin to perform a complete review prior to submitting the plan to the State.

WCMF Debrief – The City is still waiting to hear about the debriefing session. There are a few responses to the support letters the City sent the County in the agenda packet. *From last meeting:* The City asked the Chamber of Commerce to help gather letters of support for the Willamette Country Music Festival. I have attached the City's letter for your review. We sent it to the Commissioners, the Sheriff and Environmental Health who administers the permit. The City has made it very clear to Ms. Anne Hankins and Mr. Don Leber that we will support them in any way possible as they deem necessary. The City will be participating in the event debriefing session once a day has been determined.

Finance Outcomes – *From last meeting:* The City is still working with BCS on FY 2011 – 2012 numbers for the audit. The City plans on contracting with BCS for some

additional accounting work as discussed at previous Council meetings since November 2011.

VLC Update – The next meeting will be on November 7th, 2012 in Tangent. I was unable to form perform my duties at the last meeting due to scheduling conflicts. *From the last meeting:* The Coalition is still working diligently on bolstering awareness for the Trails to Linn website (http://trailstolinn.com). The group is also very focused on developing a strategic plan for the next 3 to 5 years and is discussing the possibility of working with the Linn County Commissioners on tourism development issues. The group has met continuously for over four years.

Canal Company Update – As reported at last Council meeting, Canal Company Attorney Deb Dyson has stepped down as their attorney citing a change in her law practice. I am still waiting to hear from the Canal Company to determine who their new attorney will be and if they have remedied the issue regarding their IRS status.

Backhoe Outcome – *From last meeting:* The City has ordered the JCB backhoe from Brim Tractor and is awaiting delivery. The City thanked all of those parties who provided proposals for this important piece of machinery. Staff is waiting until this winter to put out a quote for a new mower as provided for in the City budget.

S. Oak Street Water Line – Houck made an appearance last week to work on punch list items. Staff will continue to follow-up until all of the items are completed to the City's satisfaction.

From last meeting: Karl and I are working on some punch list items with City Engineer Ryan Quigley. The City still has a little over $8,000 in retainage which will be released when the City is satisfied with the final construction outcome.

Eugene Kennel Club – Staff will be following up with representatives from the Club to discuss 2013.

WCMF & RV Outcome – The City will be working with WCMF on this issue for 2013.

Calapooia Watershed Council – *From July 2012 meeting:* The City submitted some expenses for the Council's consideration regarding the remaining funding discussed by Executive Director Tara Davis at the last Council meeting. There will be more to discuss as our expenses were under $5,000, should they be deemed eligible.

Art Association Flooring Request – I am pleased to report that the Brownsville Art Association has decided to donate the flooring project to the City and have also agreed to the maintenance stipulations as forwarded by Staff. Those requirements are properly articulated in the newest version of the MOU.

Public Buildings – So far so good with the new signs installed at the Rec Center. Everyone is continuing to monitor the situation.

From last meeting: The City continues to experience problems with building security stemming from groups not locking doors after they are finished using City facilities. The

Rec Center has been left open Sunday through Monday or Friday through Saturday at least a dozen times during the last year. City Hall has also been found unlocked from time to time. The City has sent letters, posted signs and really it should be common sense to lock the facility but the end result is doors are being left open. Staff's concern is the possibility of vandalism. Council and Staff have put a lot of time and effort into making our facilities first rate. I would like to hear any ideas Councilors may have to help this concern. One option would be to charge an annual deposit for service groups who use City facilities however this could pose a financial hardship to those groups and would really not produce the result of getting the buildings closed nor would it help cover the cost of any potential vandalism.

Willamette Neighborhood Housing Services Update – *From last meeting:* The group is asking Linn County to be the sponsor of the new grant application. I've enclosed some information for your review from the meeting last week. They would like to get the word out on a few programs that will help stave off foreclosures. Please refer citizens to the following websites for more information:

http://www.oregonhomeownersupport.gov

http://w-nhs.org

Several things are being discussed that will affect the future financial well-being of WNHS and the partnership with LCHRP (Linn County Housing Rehabilitation Program.) WNHS provides many home rehabilitation services and counseling for those in need.

ODOT Outcome – *From past meetings:* I spoke with Permit Specialist Ken Lamb who indicated that he would work on the permits for the Welcome Sign parcels of property the City maintains. The City has sent him the information that has received no response.

From past meetings: Spoke with Tony Jones regarding this issue. Hopefully, the City will see some progress soon.

Darrin Lane & Kirk Avenue – *From the September 4th, 2012 meeting:* Darrin Lane Stopped for a visit on August 7th and indicated that County Engineer Chuck Knoll is working on the subsurface investigations.

Respectfully Submitted,

S. Scott McDowell

LINN COUNTY SHERIFF'S OFFICE

Tim Mueller, Sheriff
1115 SE Jackson Albany, OR 97322
Phone: (541) 967-3950
www.LinnSheriff.org

2012

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

FOR THE MONTH OF: SEPTEMBER

TRAFFIC CITATIONS:	**6**
TRAFFIC WARNINGS:	**11**
TRAFFIC CRASHES:	**0**
ADULTS CITED / VIOLATIONS:	**0**
ADULTS ARRESTED:	**5**
JUVENILES CITED / VIOLATIONS:	**0**
JUVENILES ARRESTED:	**1**
COMPLAINTS/INCIDENTS INVESTIGATED:	**44**

TOTAL HOURS SPENT IN: BROWNSVILLE 212

70 PERCENT COVERAGE OF TWO DEPUTIES PER MONTH= 202 HOURS

Tim Mueller,
Sheriff, Linn County

By: Sgt. Brad Kelley

PATRL_RPT#2 City Incident Report

CAD Call#	ENTRY DATE	ENTRY TIME	CALL DESCRIPTION	STREET ##	ADDRESS	CITY	CDUNIT	DESCRIPTION
122740301	9/30/12	21:13:47	Trf Equipment Viol	700	W HWY 228	Brownsville	756	WARNING - EQUIPMENT VIOLATION
122730296	9/29/12	18:56:27	Trf Agressive Driver	800	LOUCKS WY	Brownsville	756	CITE ISSUED - AGRESSIVE DRIVER
122730266	9/29/12	17:35:51	WELF CHECK	382	KIRK AV	Brownsville	702	No Additional Report Necessary
122730250	9/29/12	16:55:43	ALARM - POLICE	351	N MAIN ST	Brownsville	752	No Additional Report Necessary
122730213	9/29/12	15:06:01	ASST-PERSON	175	WASHBURN ST	Brownsville	752	No Additional Report Necessary
122720344	9/28/12	19:51:51	Trf Observe Susp Activity	500	E BLAKELY AV	Brownsville	756	CITE ISSUED - NO INSURANCE
122710418	9/27/12	22:54:26	Trf Equipment Viol	400	MOYER ST	Brownsville	757	WARNING - MOVING VIOLATION
122710402	9/27/12	21:49:21	DOG COMPLAINT	401	KAY AV	Brownsville	759	CAD Report
122700447	9/26/12	23:48:05	SECURITY CHECK	300	N MAIN ST	Brownsville	759	No Additional Report Necessary
122700343	9/26/12	17:40:52	Trf Seatbelt	100	E HWY 228	Brownsville	756	CITE ISSUED - SEATBELT VIOLATION
122700267	9/26/12	14:57:59	Trf Cell Phone Use	220	S MAIN ST	Brownsville	756	WARNING - CELL PHONE USE VIOLATION
122700159	9/26/12	10:18:04	THEFT-RPT	626	TEMPLETON ST	Brownsville	703	Incident Report
122700147	9/26/12	9:42:45	UNAUTHORIZED ENTRY 1	125	MILLHOUSE ST	Brownsville	703	No Additional Report Necessary
122700146	9/26/12	9:42:31	FRAUD	704	OAK ST	Brownsville	703	No Additional Report Necessary
122700103	9/26/12	8:06:36	EXTRA PATROL	255	N MAIN ST	Brownsville	703	No Additional Report Necessary
122690352	9/25/12	20:54:54	WARRANT SERV	855	LINN WY	Brownsville	756	No Additional Report Necessary
122690187	9/25/12	12:45:53	CAT COMPLAINT	706	AMELIA AV	Brownsville	721	CAD Report
122690107	9/25/12	9:14:46	TRESPASS	310	WALNUT AV	Brownsville	762	No Additional Report Necessary
122680289	9/24/12	16:53:38	NEGLECT	705	WASHBURN ST	Brownsville	775	Incident Report
122670110	9/23/12	9:08:37	VEH-STOLEN	703	KIRK AV	Brownsville	703	No Additional Report Necessary
122650323	9/21/12	17:50:00	Trf Speed Viol	906	N MAIN ST	Brownsville	733	WARNING - SPEEDING VIOLATION
122650312	9/21/12	17:27:10	ALARM - POLICE	255	N MAIN ST	Brownsville	759	No Additional Report Necessary
122650261	9/21/12	15:25:54	JUV-RUNAWAY RPT	158	WASHBURN ST	Brownsville	733	No Additional Report Necessary
122650104	9/21/12	9:14:32	TRESPASS	584	E WASHINGTON AV	Brownsville	733	No Additional Report Necessary
122650099	9/21/12	8:58:00	TRAFF-DUII	419	N MAIN ST	Brownsville	737	No Additional Report Necessary
122640376	9/20/12	21:24:49	SUSP-VEHICLE	200	KIRK AV	Brownsville	756	WARNING - SUSP VEHICLE/ACTIVIY
122640363	9/20/12	20:39:14	FIRE ARMS COMPL	299	S MAIN ST	Brownsville	756	No Additional Report Necessary
122640107	9/20/12	9:42:19	FRAUD	124	MILLHOUSE ST	Brownsville	762	MDT Narrative Update
122640105	9/20/12	9:39:57	WELF CHECK	623	WASHBURN ST	Brownsville	767	No Additional Report Necessary
122630359	9/19/12	21:54:54	HAZ-TRAFFIC	729	WASHBURN ST	Brownsville	708	No Additional Report Necessary
122630273	9/19/12	17:20:35	ANIMAL COMPLAINT - NO	366	KIRK AV	Brownsville	762	Incident Report
122620353	9/18/12	21:12:13	ASST-OUTSIDE AGENCY	216	ELM ST	Brownsville	759	No Additional Report Necessary
122620316	9/18/12	18:24:45	ANIMAL COMPLAINT - NO	365	KIRK AV	Brownsville	759	No Additional Report Necessary
122620280	9/18/12	17:18:18	ELDER ABUSE	382	KIRK AV	Brownsville	759	No Additional Report Necessary
122610144	9/17/12	12:17:34	NARCOTICS OFF	815	N MAIN ST	Brownsville	733	Incident Report
122600232	9/16/12	17:06:06	JUV-COMPLAINT	613	CALAPOOIA AV	Brownsville	752	No Additional Report Necessary
122580368	9/14/12	22:41:14	Trf Seatbelt	200	N MAIN ST	Brownsville	756	WARNING - SEATBELT VIOLATION
122580271	9/14/12	17:12:29	ELDER ABUSE	382	KIRK AV	Brownsville	762	No Additional Report Necessary
122570328	9/13/12	18:24:08	WELF CHECK	217	KIRK AV	Brownsville	753	No Additional Report Necessary
122570265	9/13/12	15:55:42	PROWLER *THERE NOW*	855	LINN WY	Brownsville	733	No Additional Report Necessary
122560261	9/12/12	16:02:31	Trf Speed Viol	800	LOUCKS WY	Brownsville	733	WARNING - SPEEDING VIOLATION
122560215	9/12/12	14:12:43	ASST-OUTSIDE AGENCY	405	KIRK AV	Brownsville	733	Call completed

PATRL_RPT#2 City Incident Report

CAD Call#	ENTRY DATE	ENTRY TIME	CALL DESCRIPTION	STREET ##	ADDRESS	CITY	CDUNIT	DESCRIPTION
122560003	9/12/12	0:13:07	DOG COMPLAINT	717	WASHBURN ST	Brownsville	756	No Additional Report Necessary
122550369	9/11/12	20:15:44	CUSTODIAL INTERF	405	KIRK AV	Brownsville	756	No Additional Report Necessary
122550355	9/11/12	19:17:36	ASST-OUTSIDE AGENCY	220 S	MAIN ST	Brownsville	756	No Additional Report Necessary
122520171	9/08/12	13:22:51	THREATS	234	GALBRAITH ST	Brownsville	703	No Additional Report Necessary
122520101	9/08/12	9:27:03	TRESPASS	200	PARK AV	Brownsville	703	No Additional Report Necessary
122510227	9/07/12	12:52:26	ASST-OUTSIDE AGENCY	117 N	MAIN ST	Brownsville	703	No Additional Report Necessary
122510167	9/07/12	11:01:37	Trf Speed Viol	200	TEMPLETON ST	Brownsville	756	CITE ISSUED - SPEEDING VIOLATION
122510151	9/07/12	10:26:58	Trf Seatbelt	200 N	MAIN ST	Brownsville	703	WARNING - SEATBELT VIOLATION
122510104	9/07/12	8:35:54	Trf Speed Viol	100 E	HWY 228	Brownsville	756	CITE ISSUED - SPEEDING VIOLATION
122510089	9/07/12	8:00:22	Trf Speed Viol	811 N	MAIN ST	Brownsville	756	CITE ISSUED - SPEEDING VIOLATION
122500207	9/06/12	12:39:14	NARCOTICS OFF	220 S	MAIN ST	Brownsville	762	Incident Report
122490141	9/05/12	9:37:34	Trf Speed Viol	811 N	MAIN ST	Brownsville	755	MDT Narrative Update
122490131	9/05/12	9:27:58	Trf Seatbelt	811 N	MAIN ST	Brownsville	755	WARNING - SEATBELT VIOLATION
122480322	9/04/12	17:57:29	PARKING COMPL	724 N	MAIN ST	Brownsville	759	MDT Narrative Update
122480175	9/04/12	11:50:24	PROP-FOUND	220 S	MAIN ST	Brownsville	703	Incident Report
122480069	9/04/12	7:09:42	Trf Speed Viol	200 N	MAIN ST	Brownsville	703	WARNING - SPEEDING VIOLATION
122480055	9/04/12	6:14:26	Trf Moving Viol	903	WASHBURN ST	Brownsville	703	WARNING - MOVING VIOLATION
122470320	9/03/12	20:13:35	SUSP-VEHICLE	800	KIRK AV	Brownsville	735	No Additional Report Necessary
122460036	9/02/12	2:30:51	DISTB-NOISE	115	MILLHOUSE ST	Brownsville	762	No Additional Report Necessary

Public Works Report
October 17th, 2012

Karl Frink, Public Works Superintendent

Water:

- *Billing Support*- Follow through on customer service support and requests.
- *Meter reading* – Water meters have been read for the month of October.
- *Distribution System* – One small water leak has been repaired. One new water service was installed at 610 Washburn St.
- *Cross Connection Program*- I continue to work on the annual inspections of the water system to identify and correct any unsafe condition that may exist.
- *Water Treatment Plant* –The emergency response plan and operations and maintenance manual are under construction. Filter 2 has been cleaned and scraped in preparation for winter time. The remaining two filters will also be cleaned and scraped for winter.
- *Oak Street Project*- M.L. Houck construction worked on a small portion of the punch list generated by the City and Erwin Consulting. The City expects to see them back to complete the work soon.

Sewer:

- *North Lagoons* – This facility has been mowed and weeds sprayed. The irrigation from this facility is also complete. There were no permit violations during our annual irrigation season.
- *South Lagoons*- This facility has been mowed and weeds sprayed. A door has been painted and some general maintenance of the buildings is complete.
- *Collection System*- We had no sewer problems this month. With winter coming, we will soon begin to clean and video inspect the older portions of the collections system to identify areas in the system that may require repair. This work is best performed in the winter time when the water table is up, so Inflow and Infiltration can be identified for repair.

Streets:

- *Mowing/Tree Maintenance* – Tree maintenance continues on an as needed basis.
- *Asphalt/ Gravel Road Maintenance* – Public works will be grading the gravel streets in town in the next few weeks.
- *Storm Drainage* – No additional drainage work has been done at this time. We have completed weed-eating the ditches and right-of-ways through-out town.
- *Signs*- Several sign posts and signs have been straightened and adjusted as needed. I performed a complete inspection of all street signs and have ordered some signs in need of replacement. The list includes a few street identification signs, no parking signs and stop signs. Work will continue on this project as time allows.

Parks:

- *Pioneer Park* –Park maintenance continues by public works. The trash cans are emptied weekly, the restrooms checked daily and completely cleaned weekly. The

park has been mowed and some weed spraying is complete. Public Works cut up all of the remaining trees located in the river along the park's riverbank.

- *Blakely Park* – This park is mowed and maintained weekly.
- *Kirk's Ferry Park* –This park is mowed and maintained weekly.
- *Remington Park*- This park is mowed and maintained weekly. The irrigation system at this park has been turned off for the season.

Cemetery:

- *Grounds* – The cemetery will be mowed the last week in October, or whenever the weather permits.

Library:

- *Grounds*- This facility is mowed and maintained weekly. The hoses and sprinklers have been picked up for the season.
- *Buildings*- Several items have been requested to be repaired and will be scheduled when time allows.

Downtown

- *Restrooms* – This facility is cleaned every Friday, or more often needed. The grass around the facility is mowed and maintained weekly.
- *Garbage cans* – Down town garbage cans are emptied every Friday, or more frequently as noticed.
- *Parking Lot* – This area is kept clean as needed.
- *Misc.* – Public works has been cleaning and maintaining the downtown sidewalks weekly. Public Works continues to receive several complaints about keeping the sidewalks clean. The sole purpose of cleaning the sidewalks is to keep the downtown area clean and inviting. Several people have lost sight of this concept and continue to complain. Perhaps it is time to cease cleaning the sidewalks downtown?

City Hall:

- *Buildings*- Nothing to report at this time..
- *Grounds* – This facility is mowed weekly. The weeds have been sprayed.
- *Community Center*- Nothing to report at this time.

Rec. Center:

- *Grounds*- The grass is mowed and maintained weekly.
- *Buildings*- Public works will be painting the new gutters soon if weather allows. The weeds have been sprayed around this facility.

Public Works:

- *Grounds*- The grass is mowed and maintained weekly.
- *Buildings*- Public works has been doing some spring cleaning at the shop.
- *Misc.* – Preventative maintenance is being performed on all the vehicles and equipment. All of the equipment at public works has been repaired and ready for use.
- Training for the new employees continues. Both new employees are learning the variety of tasks that we perform on a regular basis.

To: Brownsville City Council
From: Bill Sattler, City Planner

October 17, 2012

1. Building Permits. It's the busy season for furnace repairs. The County is running incredibly slow for some reason, we have one application for a simple shop building that is getting close to a month pending approval.

2. Real Estate. The property at 610 Washburn recently connected to the water system for the first time so we collected some SDC fees, the first in a while. The new owners is fixing the place up, apparently with the intention of selling it once the upgrades are made. The triple wide next door at 600 Washburn is still owned by Linn County. My understanding is that they will be selling the property at auction for back taxes. We've been speaking with Linn County in an effort to try to get it cleaned up.

3. Planning Commission. The purchasers of the large parcel next to 610 Washburn have met with me several times about development plans for the property. They plan to build two houses but are considering dividing the property into a total of three lots to give them more options at little extra cost since they would have to do a partition anyway. In order to get three lots they need a variance to reduce the required street frontage from 50' down to about 36' so they have applied for a variance. They plan to have a single driveway accessing Washburn which would then split to the several lots, similar to the homes along Kirk Avenue built by Andrew Wenger. The Planning Commission will meet on November 13 to consider the application and hold a public hearing. Given that under similar circumstances they have allowed down to 25' I suspect that the odds are in favor of the applicant. It's been a while since the Planning Commission met so it will be good to have a project for them again.

4. Computer Projects. Things have fortunately been quiet. The monitors at the Library have been failing for some reason and have been replaced. There's always ongoing maintenance of some kind going on with this many systems.

5. Abatements. The weed abatement season is over for the year. I think ultimately we were able to get most all of the problem properties cut one way or another, either by the owners or by our contactor.

6. Newsletter. The Fall newsletter went out the end of September. We were pretty thin on articles this time around. I guess with winter coming groups didn't have events to promote but hopefully we will be able to get more material in March.

Library Advisory Board

Librarian's Report
October 2012

In September I was lucky enough to attend Focus on Children and Young Adults Institute Conference at Menucha Retreat Center near Corbett, Oregon. Situated on the hills above the Columbia River just east of Tualatin this was the summer home of the Meier family. Mr. Meier was half owner of Meier and Frank department stores and a one-time governor of Oregon. Now it is a retreat run by the Presbyterian Church of Portland for groups or families. Topics of this conference included how synapsis are formed in children's brains; how important reading is to early childhood development and the sad result of not being personally read to, Story time best practices, activities/clubs/advisory groups for young people, book talks and networking with other librarians from our state. My personal favorite was the session on Story Time Best Practices. This encouraged me to include rhymes, songs, finger play and so much more to our Story Times at the Library. A bit of silliness can be found on Tuesday mornings from 10:15 to 10:30 at our library.

Here are a few facts about our library the month of September 2012. We have received 52 new books for the library. Volunteers donated 124 hours to our library. There were 1,293 materials checked out. 166 Non-fiction books; 548 adult fiction books; 82 large print books; 164 children's books; 247 junior books; 17 junior reference books and 69 audio materials.

Respectfully submitted,
Sherri Lemhouse,
Librarian

Memorandum of Understanding

BETWEEN:	City of Brownsville	(City)
AND:	Brownsville Art Association	(BAA)
DATE:	January 2013	

RECITALS

A. BAA is interested in entering into a Memorandum of Understanding with the City to utilize the converted fire bays at 255 N. Main Street for BAA purposes.

B. City believes that BAA provides a valuable public service and desires to provide the above mentioned space to support their mission and work in the community.

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

USE OF SPACE. BAA will be allowed to use the portion of City Hall commonly known as the Art Center for the purpose of providing a hub for community and area artists by not only providing a place for arts education and group meetings, but a public demonstration space for local artists to come together and create art and share their art with the community.

Due to the fundamental occupancy change from the initial Memorandum, the BAA will be responsible for providing insurance as defined un LIABILITY INSURANCE.

PUBLIC USE. *BAA agrees to manage the Art Center without regard to race, color, sex, religion, age, national origin, or physical or mental handicap, and to charge for use of the Art Center only on the basis of a written rate schedule available to the public.*

LIABILITY INSURANCE. *Operator shall maintain in force for the duration of this contract an insurance policy providing comprehensive protection for all accidents or injuries which may occur during BAA's use of the Art Center, written as a primary policy, not contributing with or in excess of any coverage which City may carry. Such policy shall have coverage of not less than $300,000 per occurrence for bodily injury or personal injury, and $50,000 per occurrence for property damage, with an aggregate of $300,000 for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming City as an individual insured and expressly providing that the interest of City shall not be affected by BAA's breach of policy provisions. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of this Agreement. Such policy shall be written on an*

"occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling City to not less than thirty (30) days prior written notice of any material change, non-renewal or cancellation. Failure to maintain any insurance coverage required by this Agreement shall be cause for immediate termination of this Agreement by City.

SCHEDULING. BAA will coordinate activities in the space. BAA will communicate activities and uses with City Hall for administrative purposes.

The space will be available for the *Santiam Spokes Bicycle Club (Early Summer).*

FEES. BAA will contribute $50 per month in 2013 and continue to make a monthly contribution based on their business plan, as funds allow, to help cover operational costs such as heat and electricity.

SUBLETTING. *BAA shall have the right to sublet or sub-lease portions of the Art Center. BAA shall be solely responsible for the subletting/rental agreement, insurance and compensation for the space provided to any third party. BAA shall require the third party to provide appropriate documentation including but not limited to insurance coverage for property and liability. Any agreements with third parties are done at the sole risk of the BAA. BAA further agrees to hold the City harmless from any claims made by any third party contract or agreement as it pertains to the use of the facility.*

IMPROVEMENTS. The following is a list:

- *The City may make improvements to the front of the Art Center.*

- *2012 Flooring Project – BAA has been approved by Council to install a tile floor in the Art Center. BAA is gifting this project to the City for their continued support of the Arts in the community. BAA will make sure risers are properly installed, provide specifications for the sealant used, purchase additional tiles in case of breakage and have agreed to provide maintenance for the floor during their use of the Art Center.*

PROPERTY. Any theft or damages incurred to the furniture, any personal items or supplies shall be the sole responsibility of the BAA. Cleaning of the space shall be provided by the groups using the space and ultimately the responsibility of the BAA.

SIGNAGE. Any directional signage or identification signage shall be the responsibility of the BAA. The City reserves the right of approval before any modifications are made.

TERM. The term of this Memorandum shall commence upon execution hereof and shall continue for a period of three years to be revisited and renegotiated in January 2016. The BAA shall provide a written or oral progress report annually.

ENTIRE AGREEMENT. This document embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties. The original proposal as submitted by BAA, as attached, is included for documentation purposes only.

MODIFICATION AND WAIVER. No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by all the parties and added to this Memorandum.

INTENT. The intent of this Memorandum is to cooperatively work together to create a working relationship that will be mutually beneficial for both parties.

ASSIGNMENT AND TRANSFER. *This Agreement shall not be assigned or transferred without written consent of City.*

EARLY TERMINATION. The Agreement may be dissolved by either party upon providing ninety (90) days written notice.

City:	**BAA:**
Don Ware, Mayor	Alice Tetamore Art Association President
Date:	Date:

RECREATION CENTER

OPERATION AGREEMENT

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

AND: Brownsville Recreation Center, Inc. (OPERATOR)

RECITALS

A. The City owns the Recreation Center Building and Facility commonly known as the Recreation Center located at 145 W. Park Avenue, Brownsville, Oregon.

B. The Operator desires to operate the Recreation Center upon the terms and conditions set forth herein.

AGREEMENT

1. **Recreation Center Operation.** City hereby designates, for the term of this agreement, Operator to be the exclusive manager and operator of the Recreation Center for the purposes detailed herein. Operator hereby agrees to manage and operate the Recreation Center based on the terms and conditions of this agreement.

2. **Term.** The term of this agreement shall be for a period of three years, commencing on February 1, 2010 and ending on January 31, 2013. This agreement may be extended for an additional year under the same terms and conditions using an extension signed by both parties at least thirty (30) days prior to the end of the term.

3. **Purpose.** Operator shall use and occupy the Recreation Center "for public recreational purposes" as required by the property deed dated February 9, 1981, whereby School District Number 552-C granted the Recreation Center and property to the City of Brownsville. The deed can be found at the Linn County Courthouse at the Recorder's Office in Volume 285, Page 662 and Page 663. The deed is attached to this Operation Agreement as Exhibit A.

4. **Consideration.** The Operator is providing services for the benefit of the public and no monetary sum is to be paid to or by the Operator from the City, except as provided in Paragraph 14. The Operator is also granted permission to sublet certain areas of the

Recreation Center at their discretion as articulated in Paragraph 15.

5. **Maintenance of Center.** Operator shall maintain the Recreation Center in as good a condition as it exists at the beginning of this Agreement and shall be responsible for repairs necessitated by Operator's negligence or normal wear and tear. City shall hold Operator, its officers, agents and employees, harmless from any and all claims, actions liabilities, costs, including costs of defense, arising out of or in any way related to property damage to the Recreation Center in excess of or different from the damage for which Operator has agreed to assume responsibility, except where such damage was caused by intentional acts or failures to act on the part of Operator, its officers, agents or employees. The City shall be responsible for the following items: 1) Building exterior, 2) parking lot, 3) bleachers, 4) the gym floor, 5) restroom fixtures/hot water heater, 6) heating & air conditioning, 7) smoke detectors & alarms, 8) fire extinguishers, 9) extermination services, 10) electrical, and 11) plumbing.

6. **Key.** Operator shall provide City with a key enabling City to obtain access to the Recreation Center. City shall give Operator notice before entering the Recreation Center whenever possible.

7. **Improvements and Extraordinary Repairs.** Operator shall not make any major structural changes, additions or improvement to or upon Recreation Center without the prior written consent of City, and that any such improvements so made or provided shall inure or revert to the benefit of City and become the sole property of City at the termination of this agreement as it may be extended or renewed.

8. **Assignment and Transfer.** This Agreement shall not be assigned or transferred without written consent of City.

9. **Liability Insurance.** Operator shall maintain in force for the duration of this contract an insurance policy providing comprehensive protection for all accidents or injuries which may occur during Operator's use of the Recreation Center, written as a primary policy, not contributing with or in excess of any coverage which City may carry. Such policy shall have coverage of not less than $300,000 per occurrence for bodily injury or personal injury, and $50,000 per occurrence for property damage, with an aggregate of $300,000 for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming City as an individual insured and expressly providing that the interest of City shall not be affected by Operator's breach of policy provisions. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of this Agreement. Such policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling City to not less than thirty (30) days prior written notice of any material change, non-renewal or cancellation. Failure to maintain any insurance coverage required by this Agreement shall be cause for immediate termination

of this Agreement by City.

10. **Public Use.** Operator agrees to manage the Recreation Center without regard to race, color, sex, religion, age, national origin, or physical or mental handicap, and to charge for use of the Recreation Center only on the basis of a written rate schedule available to the public.

11. **Inspection of Records.** Operator shall provide City with an annual report of the operations of the Recreation Center. The City does have a representative appointed by Council who has the ability to review the records at any time and provide Council with operational information.

12. **Compliance with Laws.** Operator agrees to conform with all applicable laws and regulations of a public authority affecting the Recreation Center and its use, and to correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use.

13. **Utilities.** Operator shall pay all utilities excluding electricity and water.

14. **Reimbursement.** The reimbursement which City shall pay to Operator for both the management and operation of the Recreation Center and the expenses incurred by Operator in performing the services or work, shall be $2,500 per year. Payment for such services shall be made on or before February 1st of each year.

15. **Subletting.** The Operator shall have the right to sublet or sub-lease portions of the Recreation Center that are beyond the scope of the normal rental procedure as defined by the Operator subject to the review and approval of Council. The Operator shall be solely responsible for the subletting/rental agreement, insurance and compensation for the space provided to any third party. The Operator shall require the third party to provide appropriate documentation including but not limited to insurance coverage for property and liability.

16. **Worker's Compensation.** Operator shall comply with the Oregon Worker's Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Operator shall provide City with such further assurances as City may require from time to time that Operator is in compliance with these Worker's Compensation coverage requirements and the Worker's Compensation law.

17. **Independent Contractor.** In the management and operation of the Brownsville Recreation Center, Operator is acting as an independent contractor. The manner in which the services are performed shall be controlled by Operator; however, the nature of the services shall be consistent with Section 3 hereof. Operator is not to be deemed an

employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

18. **Termination by City.** City may terminate this Agreement at any time during its term by giving reasons deemed sufficient by City and complying with the following procedure:

18.1. City shall give Operator notice that termination is being considered;

18.2. City shall confer with Operator;

18.3. If City determines that termination is appropriate, it shall state the reasons therefore and give Operator thirty (30) days written notice to vacate the Recreation Center.

18.4 If Operator fails to vacate the Recreation Center, City may re-enter and take possession or pursue any other remedy available by law.

18.5 Termination of this Agreement shall also terminate any contract for services provided by Operator or other arrangements as provided herein. In the event of termination of this Agreement by City because of a breach by Operator, City may complete the work either by itself or by contract with other persons. Operator shall be liable to City for any costs or losses incurred by City arising out of or related to the breach.

19. **Termination by Operator.** Operator may terminate this agreement at any time during its term without giving reasons for the termination by complying with the following procedure:

19.1. Operator shall give City notice that termination is being considered;

19.2. Operator shall confer with City;

19.3. If Operator determines the termination is appropriate, it shall give City thirty (30) days written notice of its termination.

19.4. Termination of this Agreement shall also terminate any contract for services provided by Operator. Operator's remedies upon such termination shall be limited to payment for work performed to the date of the termination.

20. **Waiver.** Any waiver of any condition of this agreement shall be in writing signed by both parties to the Agreement. Waiver by City of a strict performance of any provision of this Agreement shall not be a waiver of or prejudice to City's rights to require strict performance of the same provision or of any other provision in the future.

21. **Notices.** Any notices required or permitted under this Agreement shall be deemed given when actually delivered or three (3) business days following deposit in the United States mail as certified mail, return receipt requested, whichever shall first occur, addressed as follows:

OWNER: City of Brownsville
PO Box 188, Brownsville, OR 97327

OPERATOR: Brownsville Recreation Center
PO Box 97, Brownsville, OR 97327

21. **Attorney Fees.** In the event action is brought to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees set by the trial and appellate courts.

22. **Amendment and Renewal.** The parties, having negotiated regarding the expiration of the existing Agreement within one year and related matters, agree to the amendment of the terms of that Agreement according to the terms and conditions set forth herein. The parties further agree that this amendment shall be effective immediately and that the amended Agreement shall have, subject to the terms and conditions set forth herein, a term of which shall be in conjunction with the original effective date of this Agreement.

CITY: CITY OF BROWNSVILLE

By: Don Ware

Title: Don Ware
Mayor

Date: 3/29/2010

By: SM

Title: S. Scott McDowell
City Administrator

Date: 03.22.2010

OPERATOR: BROWNSVILLE RECREATION CENTER, INC.

By: Tim Marchbanks

Title: Tim Marchbanks
President

Date: 3/29/2010

ORDINANCE NO. 661

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF BROWNSVILLE, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SWEET HOME SANITATION SERVICE, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ORDINANCE NO. 642 AND PORTIONS OF OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND DECLARING AN EMERGENCY.

THE CITY OF BROWNSVILLE ORDAINS AS FOLLOWS:

Section 1: Short Title. This Ordinance shall be known as the "Solid Waste Management Ordinance", it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

Section 2: Policy, Purpose, and Scope. It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

2.1 Insure safe, economical, financially stable, reliable, and comprehensive solid waste service;

2.2 Insure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;

2.3 Provide technologically and economically feasible resource recovery by and through the franchisee; and

2.4 Provide the opportunity to recycle.

Section 3: Definitions.

"Administrator" means the City Administrator of the City or the City Administrator's designee.

"City" means the City of Brownsville, Oregon and the local government of that name.

"can" means a receptacle owned by a customer, not to exceed 32 gallons.

"compensation" means and includes:

(a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;

(b) The exchange of service between persons; and

(c) The flow of consideration from the person owning or possessing the solid waste to the person providing service, or from the person providing service to the person owing or possessing the same.

"container" means a receptacle, at least 1 yard capacity, emptied into a collection vehicle, and provided by the franchisee.

"Council" means the City Council of the City.

"franchisee" means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

"person" means an individual, partnership, association, corporation, trust, firm, estate, or other private legal entity.

"recover resources" and "resource recover" means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

"service" means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste; and providing facilities necessary or convenient to those activities.

"solid waste" means all putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, swill, waste paper and cardboard, yard debris, residential, commercial, and industrial demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, discarded, inoperable, or abandoned vehicles or vehicle parts, and vehicle tires, manure, vegetable or animal solid or semisolid waste, dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

(a) Hazardous wastes as defined by or pursuant to ORS 466.005;

(b) Sewer sludge and septic tank and cesspool pumping or chemical toilet waste; or

(c) Reusable beverage containers as defined in ORS 459.860.

"solid waste management" means management of service.

"waste" means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

"yard debris" means grass clippings, leaves, hedge trimmings, and similar vegetable waste generated from residential property or landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

Section 4: Exclusive Franchise and Exceptions.

4.1 There is hereby granted to Sweet Home Sanitation Service, Inc. the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.

4.2 Except for the franchisee, no person shall:

4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;

4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.

4.3 Solid waste, whether or not source-separated, and including recyclable material, placed out for collection by the customer, is the property of the franchisee.

4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he produces himself to an authorized disposal site or resource recovery facility providing he complies with Section 9 of this Ordinance. Solid waste produced by a tenant, licensee, occupant, or similar person is produced by the person, not the landlord or property owner.

Section 5: Franchise Term and Renewal.

5.1 The rights and privileges and franchise herein granted begin October 5, 1998 and shall continue and be in full force for a period of 6 years, to and including October 5, 2004, subject to the terms and conditions of this Ordinance.

5.2 Unless the Council acts to terminate further renewals of the franchise, on each October 5th the franchise shall be renewed annually for a term of 6 years from each such annual renewal.

Section 6: Indemnification and Insurance.

6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons due to any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.

6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for $5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.

Section 7: Rates.

7.1 Rates for service shall be as in the attached Exhibit A, by this reference hereby incorporated in this Ordinance. Changes in rates shall be made only by an ordinance amending Exhibit A.

7.2 The franchisee shall not give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or resource recovered. This Section shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as those rates are reasonable based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced costs for a charitable, community, civic, or benevolent purpose.

Section 8: Franchise Consideration. In consideration of the franchise, and in lieu of a franchise fee, the franchisee shall provide pickup service to any public facility of the City, excluding employees, other than resident caretakers, or City personnel's personal household waste. The franchisee shall also provide an annual spring clean-up, at no cost to the City, within City limits. The franchisee is not exempt from any general license fee or tax of the City imposed on all businesses.

Section 9: Franchisee Responsibility. The franchisee shall:

9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, both in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.

9.2 Provide the opportunity to recycle consistent with ORS Chapter 459 and regulations promulgated thereunder.

9.3 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.

9.4 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary service or subcontract with others to provide the service pursuant to Section 14 of this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those sources providing that the customer will require and pay for service for a reasonable period of time. This contract exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

9.5 Respond to any written complaint on service.

Section 10: Public Responsibility. In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

10.1 To prevent recurring back and other injuries to collectors and other persons and to comply with safety instructions to collectors from the State Accident Insurance Fund:

10.1.1 All customers who subscribe to franchisee's residential rollcart collection service shall use rollcart containers furnished by the franchisee only. All such containers shall remain the property of the franchisee.

10.1.2 To allow proper use of franchisee's pickup equipment for rollcart containers, all residential customers shall, whether on collection days or for on-call service, place all containers at the street, curb, or other pickup point designated by the franchisee. Containers shall not be loaded beyond the manufacturer's recommended maximum load weight.

10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the container to the street or curb, the franchisee will pick up the container at the customer's residence at the same rate as curb service. All such containers shall remain the property of the franchisee. Any other customer who wants the container picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.

10.1.4 Except when containers are furnished by the franchisee to residential customers under sub-section 9.1.1, cans may be provided by customers and shall not exceed 60 pounds gross loaded weight or 32 gallons in size. Only round cans shall be used. Cans shall be tapered with a smaller bottom than top opening, shall have handles at the top, and shall have a place for a handhold at the bottom.

10.1.5 Sunken receptacles shall not be used.

10.1.6 All containers, including containers furnished by the franchisee to residential customers under sub-section 9.1.1, shall be rigid, rodent-proof, and approved by the franchisee.

10.1.7 The user shall provide safe access to the pickup point so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the collector shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.

10.2 To protect the privacy, safety, pets, and security of customers and to prevent unnecessary physical and legal risk to the collector, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.

10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

Section 11: Supervision. Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

Section 12: Suspension, Modification, or Revocation of Franchise.

12.1 Failure to comply with a written notice to provide necessary service or otherwise comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.

12.2 After written notice from the Council that those grounds exist, the franchisee shall have 30 days from the date of mailing of the notice in which to comply or to request a public hearing before the Council.

12.3 If the franchisee fails to comply within the specified time or fails to comply with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.

12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.

12.5 If the Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking that action.

Section 13: Preventing Interruption of Service. Whenever the Council determines that the failure of service or threatened failure of service would result in creation of any immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours' actual notice to the franchisee and a public hearing if the franchisee requests it, authorize another person to temporarily provide the service or to use and operate the land, facilities, or equipment of the franchisee through leasing to provide emergency service. The Council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

Section 14: Termination of Service. The franchisee shall not terminate service to all or a portion of its customers unless:

14.1 The street or road access is blocked and there is no alternate route; provided, however, the City shall not be liable for any such blocking of access;

14.2 Excessive weather conditions render providing service unduly hazardous to persons providing service, or the termination is caused by accidents or casualties caused by an act of God or a public enemy; or

14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee's reasonable policies as in effect from time to time.

Section 15: Subcontracts. The franchisee may subcontract with others to provide a portion of the service where the franchisee does not have the necessary equipment for service. Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this Ordinance.

Section 16: Transfer of Franchise. The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

Section 17: Interpretation. Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

Section 18: City Enforcement. The City shall enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance.

Section 19: Arbitration.

19.1 If any controversy regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within 10 days from the giving of notice, each party shall within 5 days thereafter appoint one arbitrator. The two arbitrators shall immediately select an impartial third arbitrator to complete a three-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Linn County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 et seq., or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).

19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

Section 20: Attorney's Fees. If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

Section 21: Notice. Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

City of Brownsville
P. O. Box 188
Brownsville, Oregon 97327

or to the franchisee at:

Sweet Home Sanitation Service, Inc.
P. O. Box 40
Sweet Home, Oregon 97386

The City and the franchisee may change its address designation upon written notice to the other.

Section 22: Repealer. Ordinance No. 642, adopted by the Council May 6, 1996, all amendments thereto, and portions of other ordinances in conflict with this Ordinance are hereby repealed effective October 5, 1998.

Section 23: Emergency Clause. To provide for safe and sanitary solid waste management in the City and thereby preserve the health, safety, and welfare of the residents thereof, an emergency is declared to exist, and the terms and provisions of this Ordinance shall become effective upon enactment of this Ordinance.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 5TH DAY OF OCTOBER, 1998.

MAYOR

ATTEST:

City Administrator

Memorandum of Understanding

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

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

RECITALS

I. The City of Brownsville owns and operates Pioneer Park, a 26+ acre public park.

II. Organizer wishes to utilize Pioneer Park to host several events and work cooperatively with City Hall to provide administrative support for Chamber happenings and events.

AGREEMENT

1. ORIGINATION. This Agreement is made this ____ day of _____, 2012, between the City and the Organizer.

2. ADMINISTATION. The City has been providing and will continue to provide administrative support for Chamber events. The Chamber shall provide the details for all upcoming events sixty (60) days in advance as the City takes numerous phones calls and questions from the general public. If the City is providing collection services such as selling tickets for events, the BCC shall provide a receipt book and all necessary contact information for the event chair person.

3. LOGISTICS. The City & the Chamber worked cooperatively on beautification efforts like hanging Christmas decorations and flower baskets. The details are described below:

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

Flower Baskets: The Chamber decided to beautify the downtown area, Main Street between Kirk Avenue & Stanard Avenue and down Spaulding Avenue, by hanging flower baskets from the lampposts in the winter of 2008. The City's portion of this project was to fabricate and install brackets for the lampposts that could hold the baskets at a cost of $2,730. The Chamber would be responsible for purchasing the baskets, hanging the baskets and watering the baskets during the summer. The baskets cannot weigh more than 80 lbs. or it could destroy the lamppost. The City does not hang the baskets because we do not have the

necessary equipment to do such a task nor the human resources. The City cited the fact that we have three Public Works employees who execute and provide for nearly all municipal services. The City suggested working with all of the business owners to develop a watering plan. The Chamber decided to pay an outside contractor to provide the service. The City has allowed the contractor to use City water and purchased the equipment needed to execute the task.

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

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

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

  Aimee Addison, Chamber President
  PO Box 161
  Brownsville, OR 97327
  541.543.3008

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

  Pioneer Picnic Breakfast – June 14th-16th, 2013
  Pavilion: 6:00 a.m. to 11:00 a.m.
  (BCC is a "subcontractor" for the Linn County Pioneer Picnic Association. The Association will be responsible for the Pavilion deposit not the BCC for this event.)

  Fireman's Breakfast – July 4th, 2013
  Pavilion: 6:00 a.m. to 11:00 a.m.

  Antique Faire – August 3rd, 2013
  Pavilion, Prairie including the middle of the Park between the west ball diamond and the pavilion.
  6:00 a.m. to 4:00 p.m.

- The exact dates and times of the proposed event:

  See Above.

- Estimated attendance:

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

- Number of tickets to be sold, if any:

  Not Applicable.

- Nature of the proposed gathering(s):

  Breakfast, Vendor Sales, Car Show & Livestock Swope.

b) ***Responsibilities of Organizer.***

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

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

   Same as last year. The Antique Fair uses the prairie and areas around the horseshoe pits along with the Pavilion.

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

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

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

   BCC will be responsible for all arrangements and logistics.

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

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

5. RESPONSIBILITIES OF CITY

A. The City shall provide:

1. The use of the requested venue for the specified dates. Normal day use of the Park shall be permitted. Normal day use includes people using the river, playground equipment and other normal uses of the Park during the Event.

2. The use of all the buildings including the buildings and areas as described above.

3. Existing restrooms, trash cans and dumpsters.

6. COMPENSATION. A deposit shall be placed on file with City Hall for the use of the pavilion in January. The standard deposit is $150. The Chamber shall provide a deposit of $150 for the use of the pavilion. The intent of the deposit is to be a rolling deposit. If the City finds the Pavilion in an unacceptable condition, the deposit will be applied appropriately and the City will contact the responsible party. If the pavilion is cleaned and returned in the proper condition, the City shall return said deposit at the end of the event season.

7. ENTIRE AGREEMENT. This document embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.

8. MODIFICATION AND WAIVER. No change or modifications of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by all the parties.

9. INTENT. The intent of this Agreement is to cooperatively work together to create a working relationship that will be mutually beneficial.

City:	**Organizer (BCC):**
_____	_____
Don Ware Mayor	Mandy Cole President
Date:	Date:

LINN COUNTY BOARD OF COMMISSIONERS

JOHN K. LINDSEY
Commissioner

Linn County Courthouse
P.O. Box 100, Albany, Oregon 97321
(541) 967-3825 FAX: (541) 926-8228

RALPH E. WYATT
Administrative Officer

Received
City of Brownsville
SEP 25 2012
Clerk

9/25/2012

Don Ware
Mayor of Brownsville

Dear Don,

Thank you for the letter regarding the Willamette Country music Festival. As you may or may not know, I have been a fan of what has been done with this event. Given the size and scope of this event, I have been impressed with how well it is running.

I myself have had experience with running large events and understand the requirements involved. My wife used to be a partner years ago with bringing concerts to this area (Cash, Skaggs, Emmy Lou, ect.). I continue to be impressed by things such as this event that not only bring economic vitality to our area, but also fun and enjoyment. For these reasons, that is why I recommended issuing two year permits for this event.

In prior public meetings, I have indicated only two things I have concerns with. The first is the availability of "complementary" water so that people do not become dehydrated in the sun. The second issue is to not to grow the physical size of the event much larger. This is a road "loading" safety issue. If the desire is to create a west coast "Bonnaroo" the current location of the WCMF is not a place to do it.

I want to thank you again for your letter.

John K. Lindsey
Commissioner

Cc: Chamber, Addison

From: Partipilo, Rick [rpartipilo@co.linn.or.us]
Sent: Thursday, September 20, 2012 5:14 PM
To: S. Scott McDowell
Subject: BiMart Willamette Country Music Festival

Follow Up Flag: Follow up
Flag Status: Completed

Scott,

I wanted to let you know that I appreciate receiving the letters of support and comments from you and Mayor Ware. I will share them with the Board of Commissioners as part of our debriefing for this event. I did have a conversation with ODOT after the event and it's my understanding that they will be working with BWCMF staff to further refine the traffic plan. The organizers are also considering expanding overnight camping, which should relieve some of the congestion associated with peak traffic flow. Since I don't have Don's email, please feel free to share this with him.

Thanks Scott.

Rick Partipilo, REHS
Environmental Health Program Manager
Linn County Department of Health Services
Courthouse, Room 115
300 SW 4th Ave., PO Box 100
Albany OR, 97321
Phone: 541-967-3821, ext. 2372
Toll free: 800-304-7468
FAX: 541-926-2060
<http://www.co.linn.or.us/Health/environ_health/eh.htm>

citycounty insurance services
www.cisoregon.org

September, 2012

TO: CIS-Member Officials

FROM: Lynn McNamara, CIS Executive Director

RE: **Employment Claims – A Perfect Storm**

After a number of years of relatively stability in liability claims, and thus stable rates for liability coverage, the landscape has shifted. In the past two years, our actuary has increased the estimate of claims expenses for current and prior years in the CIS Property/Casualty (P/C) Trust by a combined $16.4 million, an unprecedented amount.

A primary driver of that increase has been employment practices liability claims – claims brought by active employees, terminated employees or candidates not chosen for a job who allege discrimination, harassment, retaliation, or failure to accommodate a disability. Recently, jury awards in employment litigation have been unexpectedly high, in cases we expected to win based on the facts. Most of these claims are brought under federal statutes that have no cap on damages; the plaintiffs can be awarded legal fees as well. CIS covers these claims, including – unlike many commercial insurance policies – awards for back pay and so-called "front pay" for a terminated employee. This coverage protects you, the member, but can result in high payouts when a claimant wins in court.

Although CIS financial reserves are sufficient and have absorbed the increased costs to date, it is likely that a rate increase will be needed in 2013-14. Until rates for the next fiscal year are set in April, the CIS Board of Trustees will be reviewing options to provide both adequate funding for claims and stability for members.

The enclosed edition of CIS' *Quarterly Report* details this "perfect storm", what it means for the future, what CIS is doing to mitigate the trend, and what you can do in your entity to help. We urge you to review the information carefully, and to contact me (503.763.3810), CIS Pre-Loss Legal (503.763.3848), or your entity's CIS Risk Management Consultant with any questions.

We have an opportunity to make changes now that will reduce the cost of these claims going forward. The Board, our staff and I look forward to working with you in this important risk management effort.

MAIN OFFICE • 1212 Court Street NE, Salem, OR 97301 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900
CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

Statement of Revenues & Expenditures

City of Brownsville

For Period Ending 09/30/2012

Selecting on TYPE equals 900

ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	CURRENT PERIOD BUDGET	CURRENT PERIOD ACTUAL	CURRENT YEAR YEAR-TO-DATE BUDGET	CURRENT YEAR YEAR-TO-DATE ACTUAL	% USED
Totals for FUND: 100 (GENERAL)	1,265,903.00		57,528.48	1,265,903.00	171,468.77	13.55
Totals for FUND: 200 (WATER)	1,148,450.00		31,249.38	1,148,450.00	102,754.48	8.95
Totals for FUND: 210 (SEWER)	949,600.00		16,062.31	949,600.00	52,551.78	5.53
Totals for FUND: 300 (STREETS)	507,100.00		8,842.31	507,100.00	27,027.84	5.33
Totals for FUND: 450 (WATER BOND)	75,077.00			75,077.00		0.00
Totals for FUND: 460 (SEWER BOND FUND)	418,174.00		332,072.00	418,174.00	332,072.00	79.41
Totals for FUND: 500 (BUILDING & EQUIPMENT)	320,000.00			320,000.00		0.00
Totals for FUND: 550 (WATER RESERVE)	1,300.00			1,300.00		0.00
Totals for FUND: 600 (HOUSING REHAB)	199,000.00			199,000.00		0.00
Totals for FUND: 700 (WATER SDC)	179,000.00			179,000.00		0.00
Totals for FUND: 720 (SEWER SDC RESERVE FUND)	235,000.00			235,000.00		0.00
Totals for FUND: 730 (STORMWATER SDC)	36,700.00			36,700.00		0.00
Totals for FUND: 750 (BIKEWAY/PATHS)	29,100.00			29,100.00		0.00
Totals for FUND: 800 (LIBRARY TRUST)	6,050.00			6,050.00		0.00
Totals for FUND: 850 (CEMETERY)	64,500.00			64,500.00		0.00
Totals for FUND: 875 (TRANSIENT ROOM TAX)	1,900.00			1,900.00		0.00
Totals for FUND: 905 (SEWER IMPROVEMENT CONSTR. FUND)						N/A
Totals for FUND: 911 (LAND ACQUISITION)						N/A
Totals for FUND: 916 (COMMUNITY PROJECTS)	245,500.00		1,643.46	245,500.00	62,840.49	25.60
Total Expenditures	5,682,354.00		447,397.94	5,682,354.00	748,715.36	13.18