

- Pump Report
- NE Wall Street Pump Station Failure
- Public Works Shop Update
- Year End DMR

- e. SW 5th Avenue/SW Broadway Street Storm/Man Hole
- f. Other

7. CITIZEN COMMENTS/QUESTIONS LIMITED TO THREE (3) MINUTES

8. PUBLIC HEARING: None Scheduled.

9. PRESENTATIONS: None Scheduled.

10. OLD BUSINESS

- a. LCSO MOU Revision
- b. Ordinance No. 40X - Sewer Authority
- c. TIGER Grant Update
- d. Other

11. NEW BUSINESS

- a. Resolution No. 844 – I.R.S. Official Intent
- b. Audit Contract; FY's 2020, 2021, 2022
- c. Other

12. STAFF/COMMISSION REPORTS

- a. City Recorder Report:
 - i. List of On-Going Old Business Items
 - ii. The Reid House Update
 - iii. Other
- b. City Attorney Report:
 - i. Other
- c. Planning Commission Report/Record of Actions:
 - i. Minutes of Planning Commission Meeting of November 19, 2019

13. BUSINESS FROM MAYOR & CITY COUNCILORS

Administration/ Intergovernmental

- a. Building
- b. Parks/Safety
- c. Water/Sanitation
- d. Street
- e. Police
- f. Mayor

**14. EXECUTIVE SESSION: ORS 192.660(2)(e) – To Conduct Deliberations With Persons
You Have Designated to Negotiate Real Property Transactions**

15. INFORMATIONAL ITEMS:

- a. WAVE Notice of Rate Increases

16. ADJOURNMENT

CALENDAR OF UPCOMING CITY MEETINGS & EVENTS

Monday	January 20, 2020	CITY HALL CLOSED – MARTIN LUTHER KING JR DAY	
Tuesday	January 21, 2020	Planning Commission Meeting	6:30p.m.
Wednesday	January 22, 2020	The Reid House Committee Meeting	4:00-7:00p.m.
Tuesday	January 28, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	February 11, 2020	Municipal Court	9:30p.m.
		Council Meeting	6:30p.m.
Monday	February 17, 2020	CITY HALL CLOSED – PRESIDENT’S DAY	
Tuesday	February 18, 2020	Planning Commission Meeting	6:30p.m.
Friday	February 21, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	February 25, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	March 10, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	March 17, 2020	Planning Commission Meeting	6:30p.m.
Friday	March 20, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	March 24, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	April 14, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	April 17, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	April 21, 2020	Planning Commission Meeting	6:30p.m.
Tuesday	April 28, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	May 12, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	May 15, 2020	Planning Commission Meeting – If needed	9:30a.m.
Saturday	May 16, 2020	Annual Clean Up Day	9:00a.m.-3:00p.m.
Tuesday	May 19, 2020	Planning Commission Meeting	6:30p.m.
Monday	May 25, 2020	CITY HALL CLOSED – MEMORIAL DAY	
Tuesday	May 26, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	June 9, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	June 16, 2020	Planning Commission Meeting	6:30p.m.
Friday	June 19, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	June 23, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	July 4, 2020	CITY HALL CLOSED – INDEPENDENCE DAY	
Tuesday	July 14, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	July 17, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	July 21, 2020	Planning Commission Meeting	6:30p.m.
Tuesday	July 28, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.

**REQUEST FOR COUNCIL
ACTION**

DATE: January 9, 2020
TO: Mayor Kirsch and City Councilors
FROM: Stacie Cook, MMC, City Recorder

REGARDING: Consent Agenda Items

- a. Approval of Minutes of Regular City Council Meeting of December 10, 2019
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, December 2019
- d. Approval of Request for Reduction of Leak Charges for Daron & Daron McKenzie; 264 NW 5th Avenue, Mill City to the Highest Consumption in the Previous Twelve Months for the November and December Consumption
- e. Approval of Request for Reduction of Leak Charges for Grady Setzer; 48990 SE Kingwood Avenue, Mill City to the Highest Consumption in the Previous Twelve Months for the November and December Consumption
- f. Approval of OLCC Liquor License Renewals for the Following Businesses:
 - i. Circle K No 38796H 200 NW Santiam Blvd
 - ii. Dollar General Store #17506 250 NW Santiam Blvd
 - iii. Giovanni’s Mtn Pizza 146 N Santiam Blvd
 - iv. Sam’s Krispy Krunchy Chicken 218 NE Santiam Blvd
 - v. Stop N Save 6 250 NW 9th Ave

**MILL CITY
MINUTES OF THE CITY COUNCIL
Tuesday, December 10, 2019**

Mayor Kirsch opened the meeting at 6:30 PM with the flag salute. Councilors present were Janet Zeyen-Hall, Brett Katlong, Tony Trout and Steve Winn. Dawn Plotts was excused. Staff members in attendance were City Recorder, Stacie Cook, Public Works Supervisor Russ Foltz and City Clerk/Reid House Facilitator Tree Fredrickson and City Attorney Jim McGehee.

Citizens in attendance were Ann Carey, Earnest Freeman, Sgt. Greg Klein, Linn County Sheriff's Office, and Roel Lundquist.

DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST: Mayor Kirsch stated that anyone who felt they may have a potential conflict with anything on tonight's agenda may say so at this time or at any time during tonight's meeting.

City Recorder Stacie Cook said that she would like to add an item to the consent agenda, item 'h' Approval of OLCC Liquor License for 7-Eleven #38796A, 200 NW Santiam Blvd.

CONSENT AGENDA: Councilor Katlong moved and was seconded by Councilor Zeyen-Hall, to approve items a; Approval of Minutes of Regular City Council Meeting of November 26, 2019, b; Approval of Accounts Payable, c; Acceptance of Monthly Revenues & Expenditures Report, November 2019, d; Authorization of ½ day Paid Holiday on Tuesday, December 24, 2019, e; Authorization of Holiday Gift Certificates of \$40 for Each City Employee; f; Authorization to Cancel December 24, 2019 Council Meeting and to Pay Accounts Payable for End of December, g; Approval of Intergovernmental Agreement for Law Enforcement Services Between City of Mill City and Linn County Sheriff's Office for Fiscal Years 2019-2020 in the Amount of \$255,910, 2020-2021 in the amount of \$263,640 and 2021-2022 in the Amount of \$272,742 and, h; Approval of OLCC Liquor License for 7-Eleven #38796A, 200 NW Santiam Blvd, of the consent agenda. City Clerk/Reid House Facilitator Tree Fredrickson polled the council. The motion passed unanimously, (5:0).

LINN COUNTY SHERIFF'S REPORT: Sgt. Greg Klein gave the Linn County Sheriff's Office report for the month of November 2019.

Sgt. Klein stated that there was a robbery recently during which two citizens assisted with detaining the suspect. Both will be recognized by the Sheriff's Office.

PUBLIC WORKS REPORT: Public Works Supervisor Russ Foltz gave a brief report on the following items:

Pump Report – The leak amounts are average for this time of the year. Right on target, within two percent.

SW Cedar Street Improvement Project Update: This project is one hundred percent finished. A punch list of items needing to be finalized by the contractor is being worked on.

Public Works Building: The building is all painted and textured. Cabinets for break room will be arriving soon. Tours, including one for the city of Scio as they are also in the process of building a PW shop, will be given as soon as the building is complete. Mayor Kirsch asked if there were any thoughts on what to do with the other public works building. Mrs. Cook said that it would be a great building to use for storage for the TIGER Grant.

Funds need to be budgeted for the fence on the west side of the building and to hook up the generator at the well.

CITIZEN COMMENTS AND QUESTIONS: None.

PRESENTATIONS: None Scheduled.

OLD BUSINESS

Request for Reconsideration of Reduction of Leak Charges: Robert and Linda Krokoski, 365 NE 3rd, submitted a request in September for a reduction in their water bill due to a hose that was left on by their daughter. Council denied any waiver of charges. After seeing a reduction of water charges for another property owner in the council minutes, Mr. Krokoski requested reconsideration from Council.

Councilor Katlong stated that his recollection is that the daughter is an adult. Councilor Zeyen-Hall agreed and noted that the reason for the other waiver was equipment breakage.

Mayor Kirsch said that he feels that to allow even a small credit and not be punitive would be a nice gesture.

Councilor Zeyen-Hall said that the original denial was based on not setting a precedent for such items.

Consensus to continue with original decision.

Ordinance No. 40X – Ratifying Creation of Sewer Authority: Ordinance No. 40X ratifies the creation of a sewer authority for the communities of Mill City, Gates, Detroit and Idanha. The first reading of the ordinance was read by title only at the November 26, 2019 Council meeting.

Mrs. Cook stated that there were a couple of minor language changes made during review by other cities and scribes errors, which were reviewed by City Attorney Jim McGehee. In addition, Roel Lundquist suggested modification of the document to have the sixth “whereas” change the word “recreation” to “river” because the City of Mill City has the river as the main tourist attraction, while the other cities are more impacted by the lake. Mrs. Cook suggested changing the word “lake” to “river”, to better reflect Mill City. Consensus to change the word lake to river.

Councilor Trout moved and was seconded by **Councilor Zeyen-Hall**, to Read Ordinance No. 401 for Second Reading by Title Only. The motion passed unanimously, (5:0).

Mrs. Cook read Ordinance No. 401 by title only.

Councilor Trout moved and was seconded by **Councilor Zeyen-Hall** to Enact Ordinance 401 and to Direct Mayor Kirsch to Sign the Ordinance as Enacted. The motion passed unanimously, (5:0).

Public Works Building Update - Parking Area: Mrs. Cook said that at the last meeting she advised the Council of staff working to obtain bids to complete the parking at the new shop building. A bid for \$11,160 was presented to the Council and Mrs. Cook was asked to bring back an outline of which fund dollars would be taken from to cover the cost.

In reviewing the budget, staff recommends the following:

- General Facilities Reserve Fund \$2,160.00
- Equipment Reserve Fund \$ 00
- Sewer Reserve Fund \$3,000.00
- Water Reserve Fund \$3,000.00
- Street Reserve Fund \$3,000.00

Mrs. Cook would like to get acceptance for this proposal to the contractor as quickly as possible so that the work can be scheduled as weather/time allows.

Roel Lundquist, SW Linn Blvd, wanted to know if this additional cost was going to make the project total go over budget. Mrs. Cook said that the original bid was right at \$500,000, which included staff work. Consensus of Council is to move forward with paving the public works building parking area.

Parking Restrictions – ODOT 1st Avenue ROW: Mrs. Cook said that ODOT and Marion County have been contacted about the changes in parking the City wishes to do along rights-of-way that are under their ownership, specifically 1st Avenue. ODOT staff visited the area in November and advised City staff that they have no objections to approving time restrictive parking but prefer not to restrict height. There are a lot of trailers with kayaks and busses with people and equipment. It was suggested that a time limit be placed in this area.

The recommendation from the ODOT Traffic Investigator is to implement a 15 or 30 minute parking limitation in these spaces. It was also recommended that re-striping of the fog line and the three marked parking spaces be done to allow for easier enforcement. Deputies will need to be asked to ticket those that park outside of marked parking spaces.

Costs related to placement of signage and re-striping of the fog line will be the City's responsibility. The process of requesting this parking change needs to begin soon so that a final decision by ODOT can be made and implement the changes on their end.

City Hall Post Carving Update: Councilor Katlong gave an update on the post carvings at City Hall stating that he would like to see Public Works start cleaning and preserving the outside woodwork of City Hall. It was suggested that sanding and some sort of sealing treatment be done on the raw wood. Also, the outside lights need to be cleaned.

Mayor Kirsch said that the community is thankful for the work Councilors Katlong and Plotts have done on refurbishing the carvings.

NE 5th Avenue SCA Grant: Mrs. Cook said that she was contacted by ODOT advising that they had made an error in the contract amendment for the NE 5th Avenue SCA Grant, which was supposed to clarify that the City's application included sidewalk and ADA ramp work on the east side of the of the street instead of the west. This error is being fixed.

Due to legal action that ODOT was involved in, stringent requirements for installation of ADA ramps is now required. Because of this, if upon review of the final project, ODOT staff determines the overlay extended into the ODOT right-of-way in such a way that ADA ramps would be required under the newer standards, the City will be required to install the full ADA ramp/sidewalk section along the west side of NW 5th Avenue. Staff will speak with the ODOT representative who is set to inspect final work as to how this will be paid for since the city does not have the funds for this additional work.

DLCD TA Grant: Mill City's application for the Technical Assistance grant for a sewer capacity study and the comprehensive plan was not selected. Mrs. Cook asked for recommendations from DLCD staff on how to improve the application's success in the future.

Mill City 4th of July Committee Request for Meeting: Mrs. Cook said that an email was sent to each of the councilors from 4th of July President Melinda Flatman requesting a meeting with Councilors Trout and Zeyen-Hall outside of a regular meeting. Mrs. Cook stated that she feels that setting up outside meetings is premature at this time as the full Council and 4th of July Committee should first meet to discuss concerns. Mrs. Cook noted that she would want to be

present during any outside meetings as staff will be the ones who will need to address any City issues that may arise.

Mayor Kirsch stated that Councilors could not make any decisions, only answer questions and concerns from the committee. Council depends on staff for guidance on making important decisions, therefore the July 4th Committee needs to talk with staff to work on their issues.

Councilor Trout agreed that an outside meeting with the committee should not take place until after a meeting with the full Council.

Councilor Zeyen-Hall said that she likes the idea of a workshop with all involved.

Mayor Kirsch said that he was very glad that this committee came forward and took over the celebration and wants to help support this annual event as it is a lot of work. Mrs. Cook will invite the committee to attend the second council meeting of January.

NEW BUSINESS

Mid-Willamette Valley Area Commission on Transportation Representative: The Mid-Willamette Valley Area on Transportation Commission sent a notice advising the City that the representative for the area, Aumsville City Councilor Della Seney's, term expires at the end of the year. Councilor Seney is willing to continue to serve on this commission. Consensus to take no action.

Dept. of Forestry Request for Letter of Support: The City received an email from KJ DeGuire, Oregon Department of Forestry, looking for a letter of support for a grant that would help landowners with defensible space creation and fuels reduction.

Mrs. DeGuire is currently working on a grant proposal that would fund a Coffee Creek Correctional Facility work crew to complete fuels reduction on high risk properties with the greatest need throughout the Canyon. This work crew opportunity would help landowners to increase the safety of their families, homes and property when they might otherwise be unable to do so.

Consensus to write a letter of support.

Councilor Winn noted that the trees that were felled by the north reservoir need to be taken care of.

STAFF/COMMISSION REPORTS

City Recorder Report:

List of On-Going Old Business Items - The list of on-going old business items was provided for review. Mrs. Cook asked council if they would like to talk about anything on this list.

EV Recharging Station: Mrs. Cook and City Planner Dave Kinney met with the property owner of the prospective parking lot and EV Charging station at Mill City Falls Park. A phone conference was then held with representatives of Pacific Power to discuss the ability of Pacific Power to increase the amount of funding that they are willing to put toward the project. This request will need to go before others before any final decision is made.

MCRFPD WWTP Fireworks Approval: Mrs. Cook stated that the fire department was given permission to use the WWTP for the yearly July 4th celebration fireworks. Permission was granted in perpetuity by resolution, unless notification is given in writing by December 31st of any given year. No action taken.

City Attorney Report:

SE 3rd Ave Update: City Attorney Jim McGehee said that the complaint for Ogg has been served.

Mr. McGehee advised the Council that they should be sure to review the MOU for the LCSO contract thoroughly, noting that this is a living document which can be changed at any time.

BUSINESS FROM MAYOR & CITY COUNCILORS

Mayor Kirsch said that the passing of Ordinance No. 401 this evening allows for the sewer authority to move forward with gathering information on how a sewer district could work for all communities.

Councilors Zeyen-Hall, Trout and Winn had nothing to report.

Councilor Katlong said that he has gotten several bids for public works trucks. Councilor Katlong has been working with Public Works Supervisor Russ Foltz on how they can find the funds to fix SW Ivy Street water lines, which are in need of repair/replacement.

Ann Carey, SW 1st Avenue, asked Mr. McGehee if it would be appropriate for council members to attend the upcoming Planning Commission meeting to better understand plans for the new school. Mr. McGehee said that he would prefer that Council not attend these meetings as they act as judge should an appeal be made. However, if any do attend, they would need to declare ex parte contact during a hearing process.

Mrs. Cook said that if anyone is interested in looking at the plans, there is now a complete set available at City Hall. Mrs. Cook also noted that she has attended all the meetings and is familiar with the plans should anyone have questions.

Mrs. Cook stated that she contacted Michelle Bilberry from Infrastructure Finance Authority since we are at a critical juncture right now with the storm line work needing to be done in the area of the SCSD campus to see if the City can do the work now and have it be grant reimbursable. Mrs. Bilberry said that the engineering and design work is grant reimbursable, but there are some limitations. Mrs. Cook and Mr. Kinney will be meeting with Mrs. Bilberry this Friday.

EXECUTIVE SESSION: No executive session held.

ADJOURNMENT

The meeting was adjourned at 7:56 PM.

Prepared by:

Approved by:

Stacie Cook, MMC
City Recorder

Tim Kirsch
Mayor

Mill City
Pumping Report - meter read date to meter read date

YEAR 2018						
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	% Unmetered Loss
DEC	3,463,988		5,286,000	5,286,000	1,822,012	34.47%
JAN	3,624,808		5,027,000	5,027,000	1,402,192	27.89%
FEB	3,532,804		5,387,000	5,387,000	1,854,196	34.42%
MAR	3,130,380		6,145,000	6,145,000	3,014,620	49.06%
APR	4,080,340		4,995,000	4,995,000	914,660	18.31%
MAY	3,646,500		6,616,000	6,616,000	2,969,500	44.88%
JUNE	5,638,424		7,720,000	7,720,000	2,081,576	26.96%
JULY	6,779,124		10,083,000	10,083,000	3,303,876	32.77%
AUG	7,571,256		9,276,000	9,276,000	1,704,744	18.38%
SEP	5,726,688		6,671,000	6,671,000	944,312	14.16%
OCT	3,632,288		5,570,000	5,570,000	1,937,712	34.79%
NOV	4,014,516		5,315,000	5,315,000	1,300,484	24.47%
DEC	3,906,804		5,730,000	5,730,000	1,823,196	31.82%
TOTALS	58,747,920		83,821,000	83,821,000	25,073,080	29.91%

year 2019						
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	% Unmetered Loss
DEC	3,906,804		5,730,000	5,730,000	1,823,196	31.82%
JAN	3,280,728		5,589,000	5,589,000	2,308,272	41.30%
FEB	3,912,040		5,374,000	5,374,000	1,461,960	27.20%
MAR	4,170,848		5,713,000	5,713,000	1,542,152	26.99%
APR	3,187,228		5,370,000	5,370,000	2,182,772	40.65%
MAY	4,921,092		6,350,000	6,350,000	1,428,908	22.50%
JUNE	5,458,904		8,068,000	8,068,000	2,609,096	32.34%
JULY	5,443,196		9,119,000	9,119,000	3,675,804	40.31%
AUG	7,402,956		9,788,000	9,788,000	2,385,044	24.37%
SEP	5,614,488		6,184,000	6,184,000	569,512	9.21%
OCT	3,454,264		5,254,000	5,254,000	1,799,736	34.25%
NOV	3,821,532		5,299,000	5,299,000	1,477,468	27.88%
DEC	3,081,012		5,030,000	5,030,000	1,948,988	38.75%
TOTALS	57,655,092		82,868,000	82,868,000	25,212,908	30.43%



WPCF-OS DISCHARGE MONITORING REPORT

Facility Name:	Mill City WWT	Address:	360 SE Remine Rd, Mill City OR
File Number:	56737	Permit Number:	101736
Contact:	Rustin Folz	Phone Number:	503-897-2302
Reporting Period:	2019	Email Address:	RFolz@ci.mill-city.or.us

Please attach a copy of the lab report

DATE	DAILY AVG. FLOW	INFLUENT					EFFLUENT					MAINTENANCE ACTIVITIES / NOTES	
		BOD ₅	TSS	G & O	TKN	NH ₃	NO ₃	BOD ₅	TSS	TKN	NH ₃		NO ₃
Jan	.091	187.1	48	16.8	54.3	44.5	ND	11.5	7.5	12.9	9.4	24.5	Monthly, Test pumps and alarms, clean pump screens, check pumps for accurate cycle, maintain dist mech.
Feb	.101	121.6	36	13.5	53.2	44.2	ND	5.8	10.5	10.1	7.6	25.7	
March	.090	139.5	32	6.2	57.7	50.4	2.25	5.6	10	9.0	7.1	24.5	
April	.100	138.2	43	17	62.2	50.4	2.17	8.2	15.5	8.8	6.9	17.4	
May	.086	137.3	43	18.3	54.9	45.9	2.37	7.5	11.5	8.8	6.6	18.4	Yearly, check influent flow sensor calibration.
June	.082	120.6	38	11.7	53.8	44.8	2.6	6.8	10	11.9	9.7	17.6	
July	.082	147.9	50	12.6	64.4	54.9	2.9	5	10	10.5	8.3	21.9	
Aug	.081	109.5	36	11.1	63.3	55.4	2.78	6.3	10	7.1	5.5	30.2	
Sept	.086	112.6	56	12.5	75	62.2	2.87	ND	11.5	6.0	4.3	11.2	In accordance with Schedule F, Section D, Subsection 3 (Signatory Requirements) of your WPCF permit, all applications, reports or information submitted to the Department shall be signed and certified by the official applicant of record (owner) or agent.
Oct	.088	78.5	28	8.6	48.6	42.7	ND	4.4	12.5	6.4	4.2	43.2	
Nov	.089	116.7	44	12.7	58.5	49.3	ND	4	13.3	6.9	4.8	40.4	
Dec	.088	116.7	40	10.4	53.2	45.1	ND	7.4	8.5	7.5	5.7	34.5	
Minimum	.081	78.5	28	6.2	48.6	42.7	ND	ND	7.5	6.0	4.2	11.2	
Maximum	.101	187.1	56	18.3	64.4	62.2	2.9	11.5	13.3	12.9	9.7	43.2	
Average	.088	127.1	41	12.6	58.2	49.1	1.7	6.0	10.7	8.8	6.6	25.8	

Testing Done By:	water lab	Mail To:	Department of Environmental Quality
Name:			Attn: Lisa MacGregor
Address:			165 East 7th Avenue, Suite 100
City State & Zip Code:	2603 12 th St Salem OR 97302		Eugene, OR 97401-3049
I certify that I am familiar with the information contained in this report and that to the best of my knowledge such information is true, complete and accurate.			
Name:	Rustin Folz	Signature:	Rustin Folz
Title:	CERT# 13138	Date:	1/7/2020

City of Mill City
P.O. Box 256
Mill City, Oregon 97360
Phone: 503-897-2302 Fax: 503-897-3499

Memorandum

Date: January 9, 2020
To: Mayor Kirsch and Council
From: Stacie Cook, MMC, City Recorder
Subject: **Old Business for January 14, 2020 Council Meeting**

a. LCSO MOU Revision

The Memorandum of Understanding between the City and Linn County Sheriff's Office was sent to Sheriff Yon along with the contract that was approved by the Council. Sheriff Yon requested that the City consider a number of areas of concerns that he outlined and sent back to the City.

A marked up copy of the MOU is enclosed for Council review. Throughout the document the word Department has been replaced with Office, which is the correct term for LCSO. Sections 1a-d and 4 were noted as being outlined in the contract. However, these sections of the MOU more thoroughly outline the preferences of the City, whereas the contract only addresses the main point. There are minor changes made in Section 1a, removing a specific name and referring only to an administrative liaison and in Section 3e, removing reference to "peak hours", as this cannot be done per the LCSO labor agreement.

Sheriff Yon requested that Section 3 be more generalized to address the need for refocusing efforts either by the City or LCSO when an uptick in crimes occur. I have added a paragraph in addressing this concern. However, City Attorney Jim McGehee may have recommended changes upon his review of the document. I will be going over the changes with Mr. McGehee on Tuesday and will have any modifications he requests ready for review by the Council.

If there are no concerns with the revisions, I will forward the document to LCSO for review before obtaining signatures.

Requested Action: Discussion.

b. Ordinance No. 40X – Sewer Authority

Enclosed is a revised ordinance and IAG for formation of the Sewer Authority. Christy Monson, legal counsel for the task force group, had concerns with the many different versions of both documents that resulted after each city had an opportunity to review and revise them.

I have provided both documents to the City Attorney for his review and have been in contact with Ms. Monson about possible modifications that need to be made to accommodate Mill City.

I am working to set a conference call with Ms. Monson, Mr. McGehee and myself to go over the documents and reach a consensus on language. Once a revised draft is completed, this will be brought back before Council for consideration.

Mayor Kirsch and Councilor Zeyen-Hall may have additional comments as they have both been participating in the task force meetings.

Requested Action: Discussion.

c. TIGER Grant Update

Linn County representatives Kevin Groom and County Engineer Chuck Knoll attended an SOB meeting on Wednesday, January 8 to provide an update on the status of the project and design for the Railroad Bridge. A copy of the PowerPoint that was reviewed is enclosed for review. The project is expected to commence with the 1st Avenue Bridge in late spring, with the bridge being closed between mid-June and early September for the cleaning and painting. This will be a full closure.

Based on the discussion, there are a number of items that require Council approval to keep the project moving:

1. Authorization for Mayor to sign environmental documents

Drafts of the environmental documents and letters which will be provided to the FHWA are included for review. City sign off is required as part of the environmental review and grant process. The Council should authorize the Mayor to sign the required documents.

2. Authorization for temporary access to City parks and rights-of-way for completion of construction

During the project Linn County will need authorization to enter and work within City-owned rights-of-way. The enclosed letter from Linn County Re: Request for permission for Temporary Access ...includes the following documents:

- Right of Entry for Construction Purposes for Rehab of 1st Avenue Bridge
- Right of Entry for Construction Purposes for Railroad Bridge
- Right of Entry for Construction Purposes for Bus Stop Shelter
- Right of Entry for Construction Purposes for Broadway Street Reconstruction, SW 5th Avenue Improvements, Pedestrian Path Improvements and Other

The Council should authorize the Mayor to sign the Rights of Entry for each area outlined.

3. Request for concurrence of engineering design

The engineering design packet for the 1st Avenue Bridge is enclosed for review. Linn County has requested concurrence of this project design from the Council. A letter outlining the request is included. If there are no questions or concerns that require a representative of Linn County to answer, the Council should make a motion of concurrence with the design.

4. *Consensus for closure of 1st Avenue Bridge during the months of June to September.*
Linn County has asked for City consensus to close the 1st Avenue Bridge between the months of June and September 2020. The intent is to begin closure after school is out and be completed before school begins in September. It is my understanding that the full closure is being done because of the containment required when the bridge is cleaned and painted. Linn County looked at the possibility of cleaning and painting one half of the bridge at a time in order to allow through traffic throughout the project. However, this is not a feasible option due to the height of the structure. Council may make a motion concurring with the bridge closure.

5. *Authorization for City staff to begin process of working with Pacific Power to install underground power and decorative street lights throughout project area.*
As discussed some time back, the City has an opportunity to work with Pacific Power to underground all power within the project area. Along with this we can look at having Pacific Power install decorative lighting throughout the project area. A portion of the cost for the underground work may be the responsibility of Pacific Power per the franchise agreement. The remainder of the cost would be the responsibility of the City. This cost, as explained before, can be paid over time as a surcharge on electric bills. To do this, Pacific Power must obtain approval from the Utility Commission. Because we are getting to a point where decisions must be made about design for the street improvements, if this is still an option the Council would like to pursue, we need to get the process moving. Staff asks for authorization from Council to begin the process of working with Pacific Power on this possibility.

- Requested Action:** **Discussion.**
- Possible Motions:**

To Authorize Mayor Kirsch to Sign Mill City Downtown Revitalization Project Environmental Documents and Authorization for Temporary Access to City Parks and Rights-of-Way for Completion of Construction Documents.

To Concur with the Engineering Design of the 1st Avenue Bridge and Closure of the 1st Avenue Bridge Between the Months of June and September for Cleaning and Painting.

To Authorize Staff to Begin Process of Working with Pacific Power to Install Underground Power and Decorative Street Lights Throughout Mill City Downtown Revitalization Project Area.

d. Other

MEMORANDUM OF UNDERSTANDING

To: Jim Yon, Linn County Sheriff
From: James L. McGehee, City Attorney for Mill City
RE: Memorandum of Understanding Between the Linn County Sheriff's Department Office and the City of Mill City

The purpose of this Memorandum of Understanding is to identify priorities in the law enforcement issues the community and the sheriff agree to address during this coming year. It is the intent of the parties that a Memorandum of Understanding be added as an addendum to each successive contract between the City of Mill City and the Linn County Sheriff's Department Office starting in the year 2019/2020. It is not the intent of this Memorandum of Understanding to in any way, direct or control the Linn County Sheriff's Department Office on how and what to do in regards to providing police protection for the City of Mill City. It is intended to serve as a mutually agreed upon understanding of priorities for the services contracted for.

1. Linn County Sheriff's Department Office Contract Supervision and Coordination:

- a. **Supervision.** The Sheriff agrees to assign Lieutenant Michelle Duncan as the administrative liaison to the contract. It is understood that there will be a Linn County Deputy Sheriff Sergeant, who will be responsible for the day to day supervision of the Mill City sub-station and the deputies who work out of said sub-station. The Liaison Lieutenant Duncan, or his/her designated supervisor, will act as the coordinating agent for written and other communications between the sheriff and the City.
- b. **Reports.** The sheriff will provide a written monthly report per Section 142 of Exhibit A. The report shall include the number of hours worked and the type of law enforcement services provided within the City of Mill City. The format of the reports shall include the hours that the deputies were working in the City of Mill City. In addition, when practical, the reports should contain the types of activities being done within the City, such as drug enforcement, traffic control, and the like. The actual format shall be mutually agreed upon between the sheriff and the council liaisons.
- c. **Attendance at Council Meetings.** The sheriff, or his designee, agree to attend one council meeting per month (depending on deputy availability) to report on law enforcement issues in the community. The City prefers that the sergeant working the north county, if applicable and individual deputies that are assigned to the Mill City sub-station or have their substantial portion of their time within the city limits of Mill City attend the council meetings so that the council can get familiar with all of the deputies who will be working in the City.

d. **Sheriff's Attendance at Council Meetings.** Sheriff Yon agrees to attend council meetings and work sessions as agreed upon between the City and the Linn County Sheriff's Department Office.

2. **City Coordination of Contracts:**

a. **Council to Liaison.** The Council has appointed the Mayor and the Police Commissioner, to serve as the city council's liaison with the Linn County Sheriff's Department Office, and the City of Mill City community at large. The liaison and Lieutenant Duncan shall meet at least monthly on the agreed upon place to discuss any concerns that the City may have as far as the priorities of enforcement within the City and any concerns that the Linn County Sheriff's Department Office may have as far as trying to provide adequate law enforcement for the City of Mill City.

b. **City Recorder.** The city recorder of the City of Mill City is assigned to provide day to day coordination between the Linn County Sheriff's Department Office and the City of Mill City on administrative, code enforcement and municipal court activities of the City.

3. **Law Enforcement Service Priorities:** In the 2019/2020 contract year, the Linn County Sheriff's Department Office and the City of Mill City agree that the following areas are service priorities for the City of Mill City. The sheriff agrees to have the deputies that are assigned to the City of Mill City during the times in which they work within the City of Mill City to focus on the City's priority services during the contract year.

It is understood that priorities of the City of Mill City may change and that there may be a need for the Linn County Sheriff's Office to focus on other law enforcement areas, based on increased activities during certain time periods. If City priorities change, a request to refocus law enforcement efforts will be made to the Linn County Sheriff's Office administrative liaison assigned to the contract. The Linn County Sheriff's Office will, as safety allows, inform the City Recorder of the need to change the priority of law enforcement services within the City of Mill City.

a. **City Code Enforcement.**

1. The City will provide staff support service and send out notices to property owners and provide follow up inspections on municipal code violations.

2. The Linn County Sheriff's Department Office and the City agree to work together to enhance city code enforcement procedures and facilitate resolution of violations through voluntary compliance, or as a citation into the Mill City Municipal Court; or by summary

abatement by the City of Mill City. The Linn County Sheriff's Department Office will provide deputies to issue citations once a complaint has been filed within the municipal court and the Linn County Sheriff's Department Office will also provide standby services to city personnel when they are doing code enforcement, such as photographing problem areas, posting at problem areas, following up on compliance issues as directed by the court and the like. Citations shall only be issued after a formal complaint has been filed by the city attorney in the Mill City Municipal Court.

b. Traffic Enforcement.

1. The Linn County Deputy Sheriffs that are assigned to Mill City pursuant to this contract, shall as time allows, during the times in which they are working within the City of Mill City, provide traffic enforcements. Particularly on the City's major arterials, including but not limited to Hwy. 22, Linn Boulevard, 1st Avenue, Kingwood Avenue, Broadway Street and Lyons-Mill City Drive.

c. Curfew Enforcement.

1. The Linn County Sheriff's Department Office agrees to have the deputies assigned working the City of Mill City to familiarize themselves with the City of Mill City's curfew ordinances and parent responsibility ordinances.

2. The Linn County Sheriff's Department Office agrees to prioritize curfew violations as to the deputies that are working in the City of Mill City under the terms of this contract.

d. Foot Patrols.

1. The City of Mill City, through its liaisons agrees to keep the Linn County Sheriff's Department Office apprised of problem areas that may occur within the City, including but not limited to vandalism within the park system; problems with vandalism that occur in other parts of the City. The Linn County Sheriff's Department Office agrees to, when practical and within the constraints of the time frames that the Linn County Sheriff's Department Office has to deploy its deputies, have foot patrols in the Mill City parks; along the foot-trail that runs through the City of Mill City; and under and on both of the bridges that span the North Santiam River within the corporate limits of the City of Mill City.

e. Assignment of Deputies.

1. The Linn County Sheriff's Department Office shall assign deputies

to work within the corporate limits of the City of Mill City pursuant to the terms of this contract ~~during peak hours as is practical~~, taking into consideration of the law enforcement needs of the City as a whole. ~~Peak hours shall be those hours in which most of the calls are recorded for criminal activity assist and the like, within the corporate limits of the City of Mill City.~~ During the times in which a deputy is working within the corporate limits of the City of Mill City pursuant to the terms of this contract, the deputy shall stay within the corporate limits of the City of Mill City unless called out due to an emergency call. The Linn County Sheriff's Department Office, as far as is practical, taking into consideration the law enforcement needs of the entire county, shall assign the deputies to work in the City of Mill City in a manner that provides for the maximum coverage in hours that is possible for the month. In other words, the City of Mill City would prefer that only one deputy at a time be assigned to work pursuant to this contract in the corporate limits of the City of Mill City, unless, at the discretion of the Linn County Sheriff's Department Office, more deputies are needed for a particular time or situation.

4. Use of Municipal Court: Except for felony cases, juvenile cases, and domestic violence misdemeanors, the Linn County Sheriff's Department Office shall use its best efforts to cite the misdemeanors and other violations into the Mill City Municipal Court. The City of Mill City agrees to set up procedures and policies that will allow for the efficient administration of criminal justice, including but not limited to jury trials, court appointed attorneys and the like. The City of Mill City will also set forth procedures that, with working with the Linn County Sheriff's Department Office will guarantee that all persons who have been arrested and convicted of a misdemeanor within the corporate limits of the City of Mill City will be booked and fingerprinted so the record will show up on the appropriate law enforcement database.

5. Criminal Investigations: The Linn County Sheriff's Department Office shall, when practical and without compromising ongoing investigations, keep the City of Mill City's liaison advised of time spent in the City of Mill City working on criminal investigations, including but not limited to burglaries, drug enforcement, and other ongoing criminal matters. It is understood between the City of Mill City and the Linn County Sheriff's Department Office that the Linn County Sheriff's Department Office is not able to disclose information due to state law, or the fact that it may hamper an ongoing investigation.

6. Neighborhood Watch: The Linn County Sheriff's Department Office agrees to continue to work with the City of Mill City and its council liaison to continue the neighborhood watch program that has been instituted within the City of Mill City.

The City Council has reviewed and approved this Memorandum of Understanding at a regular meeting of the City Council on the _____ day of _____, 201920.

By: _____
Timothy L. Kirsch, Mayor

By: _____
Jim Yon, Linn County Sheriff

**AN ORDINANCE OF THE CITY OF _____ REPEALING ORDINANCE
_____ AND RATIFYING THE CREATION OF THE NORTH SANTIAM SEWER
AUTHORITY IN ACCORDANCE WITH AN ORS 190 INTERGOVERNMENTAL
AGREEMENT**

RECITALS

WHEREAS, the communities along the North Santiam River have historical roots as logging communities, and

WHEREAS, the North Santiam Communities have experienced a series of economic setbacks that have significantly changed the sustainability of the community, and

WHEREAS, in 1998, 13,538 acres were designated as the Opal Creek Wilderness and Opal Creek Scenic Recreation Area which further altered the timber economy and community landscape, and

WHEREAS, the communities along the North Santiam River have not recovered economically since the curtailment of the available logging timber in the area and continues to struggle to find an equilibrium between the economic needs of the community and the rural timber lifestyle and character, and

WHEREAS, the community members have hosted tourists and outdoor recreation visitors to offset the financial losses from the timber industry, and

WHEREAS, the incorporated communities along the North Santiam River must continue to maintain vital city and business services to lake and recreation visitors that swell during outdoor recreation seasons, and

WHEREAS, the City of Mill City, City of Gates, City of Detroit, and the City of Idanha have strategic interests in the shared overall social and economic health of the community, the citizens and the business community, and

WHEREAS, the City of _____ has a vital interest and is committed to providing an overall positive economic and community development climate by expanding opportunities for businesses to thrive in the City core and maximize the availability of commercial property, and

WHEREAS, the City of _____ would economically benefit from an increased tax base from new commercial and endeavors within the City, and

WHEREAS, the City of _____ does not currently have adequate wastewater resources to respond to the immediate individual and business needs and future potential growth as detailed in multiple economic studies, and

WHEREAS, the City of _____ desires to provide additional protection from harmful wastewater discharges into the waters of the North Santiam River and its watershed; and

WHEREAS, the communities of the City of Mill City, City of Gates, City of Detroit and City of Idanha, collectively known as the North Santiam River Canyon, have a shared interest in the long-term economic vitality of the North Santiam River Canyon, and the long-term cleanliness of the North Santiam Watershed for local and downstream users for current and future generations; and

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform; and

WHEREAS, under ORS 190.085, each party to an intergovernmental agreement creating an intergovernmental entity must enact an ordinance ratifying the creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement; and

WHEREAS the Council previously adopted Ordinance # _____ and now desires to replace that Ordinance in its entirety with this Ordinance # _____; and

WHEREAS, the Council desires to declare its intent to create an independent intergovernmental entity by intergovernmental agreement;

NOW THEREFORE, the City of _____ hereby repeals Ordinance # _____ in its entirety, replaces it with this Ordinance # _____, and further ordains as follows:

1. Short Title. This Ordinance No. _____ shall be referred to as the "North Santiam Sewer Authority Ratifying Ordinance" and will be cited and referred to herein as this "Ordinance."

2. Intent; Effective Date. The City Council hereby declares its intent to create the intergovernmental entity to be known as the North Santiam Sewer Authority ("the Authority") and hereby ratifies the attached Intergovernmental Agreement establishing the Authority. The Intergovernmental Agreement is attached hereto as Exhibit A. The effective date of this Ordinance shall be _____, 2020.

ADD DATED SIGNATURE LINES AS APPROPRIATE

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT CREATING THE NORTH SANTIAM SEWER AUTHORITY

It is mutually agreed by, between and among the undersigned to adopt this IGA for the creation of the North Santiam Sewer Authority ("the Authority"). The Parties further agree to the terms and conditions below:

1. PARTIES; CREATION OF THE NORTH SANTIAM SEWER AUTHORITY

1.1 The parties to this Agreement are the cities of: 1) Detroit; 2) Gates; 3) Idanha; and 4) Mill City; ("the Parties"). Additional Parties may be added by amending this Agreement as provided in Section 11, below. Any additional Parties must agree to and sign an amended Agreement or addendum.

1.2 The Parties hereby create the North Santiam Sewer Authority as an intergovernmental public entity formed by this intergovernmental agreement under the auspices of ORS Chapter 190, specifically ORS 190.010, and declare that it will be known as the North Santiam Sewer Authority (referred to in this Agreement as "the Authority"). The Parties hereby agree and acknowledge that the Authority shall exist and operate as an independent government under ORS 190; separately and independently from the Parties' governing bodies, except as expressly limited herein. The Authority Board, as more specifically described below, shall act in the best interests of the Authority and shall independently establish Authority rules, and priorities; but may take into consideration the Parties' collective needs, environments, and timelines.

2. TERM; WITHDRAWAL; TERMINATION

2.1 Term. The Term of this Agreement is perpetual and the Authority shall continue to exist indefinitely from year to year unless dissolved as provided below. A Party's withdrawal from the Agreement shall not, of itself, dissolve the Authority or terminate the Agreement. Termination of the Agreement and dissolution of the Authority shall occur only as provided in Sections 2.2.2 and 21, below.

2.2 Withdrawal; Termination.

2.2.1 Withdrawal by a Party: A Party may withdraw from this Agreement and terminate its participation, responsibilities and duties under this Agreement upon providing five (5) year's advance written notice to the Board President. Notwithstanding the above, a Party may withdraw without such written notice if all Parties consent in writing.

2.2.1 a. If the Withdrawing Party secured an Authority grant or funding of any type, the withdrawing Party and the Authority Board shall work together to ensure the continued funding on behalf of the Authority and the Authority shall agree in writing to adhere to all grant or funding requirements. If the withdrawing Party incurred any Authority-authorized debt on behalf of the Authority, the Authority shall assume the debt obligations. (However, if the Withdrawing Party incurred any unauthorized debt or costs, the Withdrawing Party shall remain responsible for such debts or costs.)

2.2.1 b. A Withdrawing Party hereby agrees to authorize the Authority, at no additional cost, to keep, construct, replace, service, or maintain any Authority sewer infrastructure or facilities within the withdrawing Party's boundaries, subject to applicable City laws and regulations pertaining to sewer services and use of City rights of way.

2.2.2 Termination of Agreement and Dissolution of the Authority by Unanimous Vote: This Agreement may be terminated and Authority dissolved upon a unanimous vote of the Authority Board. Such dissolution shall be as provided in Section 21 of this Agreement.

3. POWERS; SCOPE OF SERVICES

3.1 Subject to any limitations expressly provided for in this Agreement, the Authority is hereby vested with all powers, rights, duties and responsibilities of the Parties necessary and desirable for planning, constructing, financing, maintaining, and providing sewer services to the Authority Service Area (which is further described in Exhibit A and by this reference is incorporated into this Agreement), as well as the

provision of ancillary services necessary for supporting the establishment of a sewer system, such as establishing, collecting, and enforcing fees and rules for the provision of sewer services (collectively referred to in this Agreement as “the Services”). In performing the Services, the Authority shall abide by applicable provisions of ORS 223 and 224, and any other applicable state statutes and regulations pertaining to the provision of the Services.

- 3.2 The Authority is also vested with the power to contract to provide the Services, subject to Board approval and direction.
- 3.3 The Authority will perform the Services and shall have the sole discretion to establish and determine the Authority’s processes, rules, and priorities; taking into consideration the Parties’ collective needs, environments, timelines, as provided in Section 1, above.
- 3.4 The Authority is a governmental Authority and must act in compliance with all applicable Oregon law, including but not limited to Oregon public meetings and public records law, and Oregon budget law. The Board may follow and may amend Oregon’s public contracting rules.

4. GOVERNANCE

- 4.1 The Authority shall be independently and solely governed by a Board of Directors (“the Board”). The Board may, at its sole discretion, establish and be advised by advisory groups as it determines necessary.
- 4.2 The Authority Board of Directors shall act in accordance to the best interests of the Authority *as a whole* and according to the collective Authority best interests. Directors will at all times seek to use collaborative and inclusive strategies to deliberate and decide Authority matters, taking into account the good of the entire Authority Service Area and System and the residents within the entire Authority Service Area. At no time may an individual Party govern, promise, contract, or speak on behalf of the Authority.

5. BOARD OF DIRECTORS

- 5.1 Board of Director Membership. The Board shall be comprised of two representative Directors from each Party: the first Director shall be a City Councilor, subject to Section 5.2, below. The second Director may either

be a City Councilor or a resident elector from within the Party's City boundaries, subject also to Section 5.2, below.

5.2 If, due to vacancies on a Party's City Council or due to a lack of available resident electors, a Party is unable to appoint a City Councilor or resident elector, then that Party may at its discretion appoint residents from within the Party's City boundaries. For the purposes of this provision, a Party has complete discretion to determine the definition of the term "resident."

5.3 All Authority Directors serve at the pleasure of the appointing Party, subject to the Board member terms as provided below.

6. BOARD QUORUM AND VOTING

Each Director shall have one vote. A majority of all the Directors on the Board shall constitute the quorum required for deliberation and decision-making. All decisions of the Board, unless otherwise provided herein, shall require at least a majority of Directors voting in favor or against any motion.

7. BOARD OFFICERS

The Board shall annually elect Officers. The Officer positions shall be Chair and a Vice-Chair, Secretary, and Treasurer. The election process, duties, and terms for Board Officers shall be as provided in the Board Rules.

8. BOARD RULES AND BOARD DUTIES

8.1 The Board shall adopt, and may amend from time to time, written Board Rules. Adoption or amendment of the Board Rules shall require at least 75 percent ($\frac{3}{4}$) vote of all Board members. The Board Rules shall provide reasonable rules regarding the time, place, and manner in which the Board conducts its business, as further described below. In the event of a conflict between the Board Rules and this Agreement, this Agreement shall prevail.

8.2 The Board of Directors, at its first organizational meeting after the adoption of this IGA, or as soon thereafter as reasonable, shall adopt the written Board Rules, which shall govern both Board procedures, including at a minimum:

- 8.2.1 the time, place, and notice for regular meetings, which shall be held at least four times per year and shall be held at rotating locations so that the Parties each have ample opportunity to host the meetings;
- 8.2.2 the method and manner of calling regular and special meetings;
- 8.2.3 the method, terms and manner of election of Board Officers;
- 8.2.4 procedures for executing documents and signing checks on behalf of the Authority, including any limits on the Authority staffs' spending Authority;
- 8.2.5 procedures regarding filling Board vacancies as long as such procedures comply with this Agreement, especially Section 5.1-5.3;
- 8.2.6 the delegation of a designated Board member responsible for supervising the Authority Manager, if such a position is created; and
- 8.2.7 other such rules which promote the efficient operation of the Board.

8.3 The Board shall be responsible for:

- 8.3.1 Meeting at least four times per year as further specified in the Board Rules.
- 8.3.2 Adopting and amending from time to time the Board Rules.
- 8.3.3 Approval and adoption of the Authority Strategic Plan and Master Plans and when necessary Wastewater Treatment Facilities Plans.
- 8.3.4 Adoption of personnel policies and performance standards for Authority service levels, as needed.
- 8.3.5 Adoption of the Authority's annual budget.
- 8.3.6 Approval of all Authority contracts.

8.3.7 If necessary or desired, selecting and supervising an Authority Manager and approving the contract, employment terms, and conditions of employment for the Authority Manager.

8.3.8 Establishing subcommittees or advisory committees as needed.

8.3.9 Discussing and acting upon items placed on the Board's agenda.

8.3.10 Performing other duties in conformance with the Authority's Authority as the Board sees fit to accomplish.

9. AUTHORITY MANAGER

9.1 The Board may at its sole discretion select, appoint and supervise (including hiring, firing, and disciplining) an Authority Manager based upon qualifications and competence as deemed appropriate by the Board.

9.2 If an Authority Manager is hired, the Board shall appoint one of the Directors to serve as the Authority Manager's primary communication contact. The Board will adopt policies, rules, or procedures regarding the Authority Manager's job description, duties, responsibilities, and performance monitoring as needed.

10. FUNDING

10.1 The Authority shall be funded in part from User Fees. Such User Fees shall be based on a User Fee Formula adopted by the Board in a public meeting in compliance with Oregon law.

10.2 The Board or its authorized designee may seek additional funding from other sources as desired.

11. AMENDMENTS

This Agreement may only be changed, modified, or amended upon three-fourths (3/4) vote of all signed Parties to the Agreement.

12. EFFECTIVE DATE

This IGA shall become effective when signed by all Parties and upon the latest effective date of the Parties' ordinances adopting the IGA. By signing, the signatory affirms that he or she has the requisite Authority to enter into this Agreement on behalf of the Party's governing body.

13. PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes and replaces any verbal or written contracts or agreements pertaining to the creation of the Authority or the Parties' collective Authority to provide sewer services.

14. SEVERABILITY

The terms of this Agreement are individually severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part or segment, shall not affect the remainder of the Agreement.

15. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed in all respects by Oregon law.

17. INDEMNIFICATION AND WAIVER

To the extent limited by the tort claims limits in Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to defend and indemnify each other and the Authority (including all Party and Authority authorized employees, agents, or contractors) against any and all third-party liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) for injury or damage to life or property related to or arising from this Agreement or related to or arising from actions or failures to act under this Agreement (collectively, "Claims"). The Parties also hereby waive all such Claims against each other. However, this indemnification and waiver shall not apply to willful misconduct or substantial breach of this Agreement by the Authority, the Parties, or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

18. INSURANCE

The Parties and the Authority each agree to individually maintain comprehensive general liability insurance coverage or sufficient self-insurance reserves to cover the reasonable risks of damage or loss in the form of personal injury, bodily injury, or property damage for acts or omissions done in the course and scope of this Agreement in at least the coverage amounts for which public entities are liable under Oregon Revised Statutes and the Oregon Constitution, as those laws now exist or as they may be amended. The Authority shall name the Parties as additional insured. Notwithstanding anything in this Agreement to the contrary, the Board may, by majority vote and without amending this Agreement, require additional insurance coverage, limits, and terms.

The Authority Board shall secure all necessary and desirable insurance coverages, which shall include Errors and Omissions coverage.

19. EMPLOYEES

Employees or volunteers of the Parties shall be at all times employees and/or volunteers of their original employer for the purposes of this Agreement. No employment or business relationships between the Parties shall be imputed by the creation of this Agreement. Employees and volunteers remain subject solely to the personnel policies, rules, and regulations of their employer. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

20. DISPUTE RESOLUTION PROCESS.

- 20.1 In the event there are disputes or claims by the Parties related to this Agreement, the Authority's actions under this Agreement, or the Board Rules, the following dispute resolution process will be followed. The disputing Parties agree that this process will serve as the sole dispute resolution process regarding such disputes or claims.
- 20.2 The disputing Parties shall address disputes in the below order. Dispute resolution will be documented by a mutually-signed memorandum.
 - 20.2.1 File complaint with Authority Manager or Board President describing the matter in detail specifically citing any alleged violations of the IGA.
 - 20.2.2 The Board President shall inform the Board and the Board shall schedule a meeting to hear the matter. All Board decisions are final.
 - 20.2.3 In the event the dispute is not resolved using the above process, either disputing Party may proceed to mediation. To begin the mediation process, the disputing Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the disputing parties.
 - 20.2.4 In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to final and binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Marion County, Oregon, unless otherwise agreed by the disputing parties.
 - 20.2.5 In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing disputing Party in such action shall be entitled to recover its reasonable arbitration and attorney fees, costs, and expenses from the non-prevailing disputing Party.
 - 20.2.6 The laws of the State of Oregon shall be applied in the

interpretation, execution, and enforcement of this Agreement.

21. DISSOLUTION AND WIND UP

In the event that the Parties agree to terminate this Agreement and dissolve the Authority as provided in Section 2.2.2 above, the dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members, each from two different Parties (called "Dissolution Managers" in this Agreement), who shall be responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and shall take immediate steps to begin to permanently terminate and dissolve the Authority. Such dissolution steps shall include but are not limited to the following:

- 21.1 Providing written notice to all Authority elected officials, employees, agents, or contractors of the pending dissolution, including the proposed timeline for a final dissolution and the Authority's expected process for ending employment relationships.
- 21.2 Notification to all neighboring governments, all necessary State and federal agencies, and all Authority partners of such dissolution.
- 21.3 Creation of a budget document which shall account for all Authority funds, revenues, and assets and all Authority debts and financial responsibilities.
- 21.4 Satisfaction of all Authority debts and financial responsibilities, including a final financial and accounting of all debts and resources.
- 21.5 Any funds or revenues remaining in Authority accounts after satisfying all Authority debts and financial responsibilities shall be distributed to the Parties in proportion to their funding contributions or number of sewer hookups over the Authority's final twelve (12) months; or as may be otherwise reasonably determined by the Dissolution Managers. Such distribution plan shall be documented in writing and shall be provided to all Parties prior to distribution.
- 21.6 Authority personal property, equipment and furnishings not identified for return to a third party or a Party shall be sold in accordance with applicable public contracting and procurement law; after ensuring payment or satisfaction of all Authority debts or financial responsibilities,

the funds from such sale shall be distributed to the Parties in proportion to their funding contribution to the Authority or number of sewer hookups over the Authority’s final twelve (12) months; or as may be otherwise reasonably determined by the Dissolution Managers. Such distribution plan shall be documented in writing and provided to all Parties prior to distribution.

21.7 Any other actions or decisions required to fully dissolve the Authority, as determined by the Authority Manager or the Dissolution Managers, including specifically a plan for either maintaining or abandoning the Authority infrastructure.

22 MISCELLANEOUS

22.1 **Limitation of Financial Obligations of the Parties.** No Party to this Agreement shall be responsible or liable for the financial decisions or obligations of the NSSA or any project(s) undertaken by it, nor for any expenses or liabilities thereof, except as that Party explicitly agrees in writing and as otherwise authorized by law.

22.2 **Non-Appropriation Clause.** Notwithstanding anything to the contrary herein, each Party’s obligation to pay any amounts, perform any activities, or provide any services or goods under this Agreement is conditioned upon that Party’s receiving adequate funding, budgetary, or appropriations expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

AGREED UPON AND ENTERED INTO by the appropriate officer(s) who are duly authorized by resolution to execute this Agreement on behalf of the governing body of the below-named unit of local government.

Dated: _____
City of Detroit

Dated: _____

City of Gates

Dated: _____

City of Idanha

Dated: _____

City of Mill City



Mill City Downtown Restoration and Revitalization Project

Project Status
January 8, 2020



Mill City Downtown Restoration and Revitalization Project



Funding Provided by:

USDOT TIGER PROGRAM (FHWA) -	\$ 8,082,574
Linn County Road Department -	\$ 900,000
<u>Mill City Save Our Bridge Fund -</u>	<u>\$ 400,000</u>
TOTAL	\$ 9,382,574

Project Management and Delivery by:

County Engineering - Linn County Road Department
GA and Contract Administration – Linn County Engineering
Project Manager – Chuck Knoll
Design Engineer - Bridges – Kevin Groom
Design Engineer - Roads – Daineal Malone
NEPA – Loren Stucker, DEA



Mill City Downtown Restoration and Revitalization Project



What has happened since October 2017:

- Grant Application Submitted in October 2017
- Notification of Award of TIGER Grant by FHWA in 2018
- Transfer of First Avenue Bridge from ODOT To Linn County
- Transfer of Intersection First Avenue and Wall Street from ODOT to Mill City
- Grant Agreement Obtained from FHWA on April 4 2019
- Actual Preliminary Design Work Started April 5, 2019
- Work Plan and Direct Appoint Contracts developed and started with consultants by Linn County for NEPA, Cultural Resources, Bridge Design of First Avenue Rehabilitation, Geotechnical Engineering, Hazardous Materials Corridor Assessment in April and May, 2019
- Conceptual Design Development with Public Input Meetings - July, August, & September 2019
- Development and submittal of documents to FHWA for NEPA Approval (FAHP (Through ODOT Environmental), SHPO - Historic and Cultural Resources, 4f/6f Clearance, Hazardous Material Corridor Assessment, Stormwater Management Plan, Right of Way Certification)



Mill City Downtown Restoration and Revitalization Project

Project Components



NEPA Approval – Expected ~ January 20, 2020 (Linn County submittal Dec, 2019)

First Avenue Bridge Rehabilitation

- Design Completion and FHWA Approval – February 7, 2020
- Advertise for Bid – February 15, 2020
- Construction – May 2020 to November 2020

Note: First Avenue Bridge to be completed first so as to provide better truck and equipment access to other project components.

Railroad Pedestrian Bridge

- Design Completion and FHWA Approval – July 2020
- Construction – March 2021 to November 2021

Broadway Street/First Avenue

- Design Completion and FHWA Approval – July 2020
- Construction – March 2021 to December 2021

Transit Stop

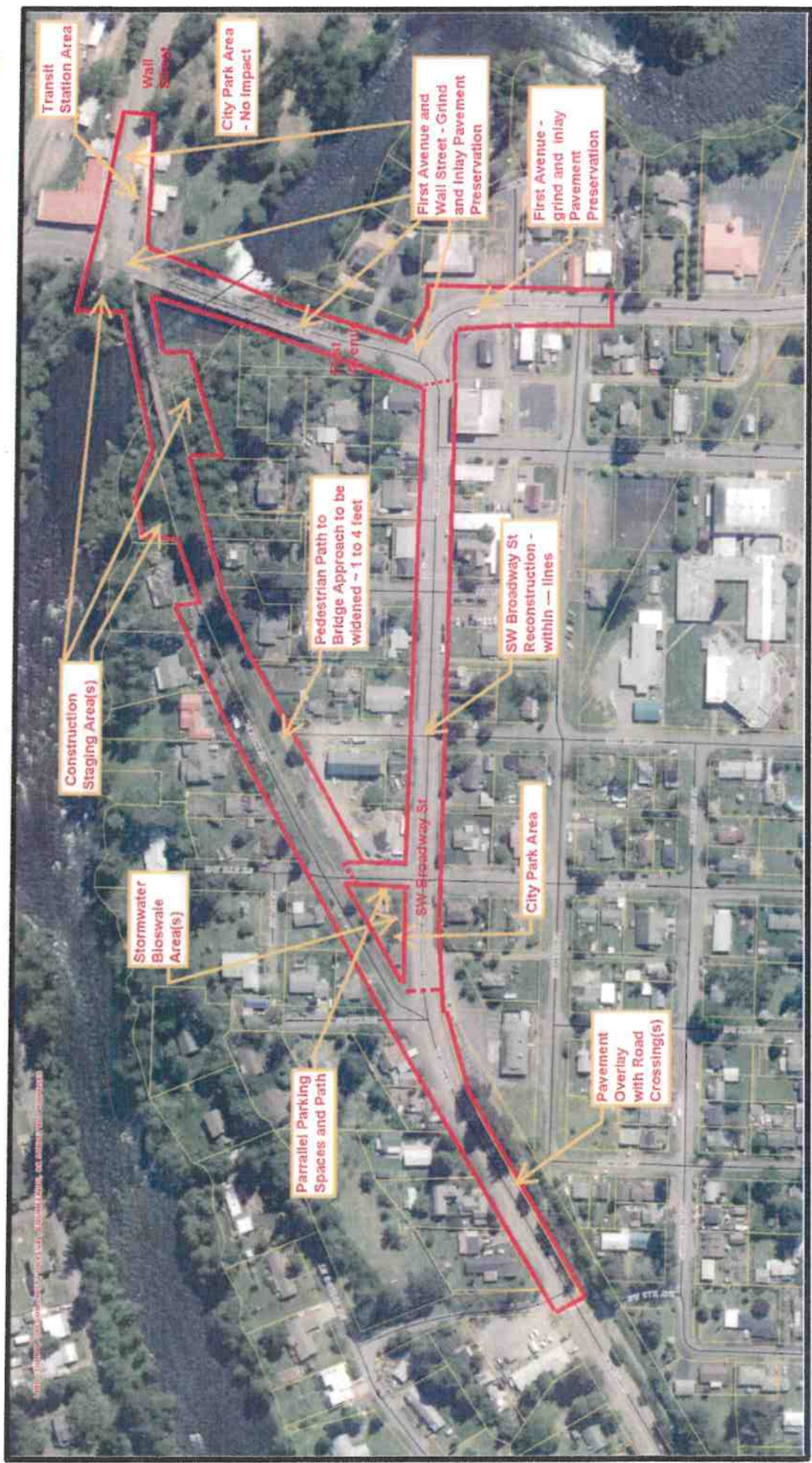
- Design Completion – July 2020
- Construction – March 2021 to December 2021



Mill City Downtown Restoration and Revitalization Project

Project Site Limits – Current – January 2020

Mill City Revitalization Project - Project Scope Work Area (Located within Bold Line) - Rev. Sept 6, 2019



This product is for informational purposes only and may not have been prepared for, or be suitable for, local engineering or surveying purposes.



Mill City Downtown Restoration and Revitalization Project

NEPA Approval Components



(Page 1 of 2)

30% Design of:

First Avenue Bridge Rehabilitation
Railroad Pedestrian Bridge
Broadway Street/First Avenue
Transit Stop

Confirm Ordinary (2 year) and Base (100 year) Flood Event for Bridge Design and to determine Environmental Requirements

Determination/Verification of Presence of Endangered, Threatened, and Migratory Species to determine construction avoidance and species protection requirements

Hazardous Materials Corridor Analyses for management of soils, construction waste, and requirements for construction containment



Mill City Downtown Restoration and Revitalization Project

NEPA Approval Components



(Continued – Page 2 of 2)

Completion of Stormwater Management Plan and obtaining 401 Permit from ODEQ if necessary for compliance with ODEQ and EPA requirements (Only required for Downtown) – *To be completed by Sept 20, 2019*

Determination/Verification of Presence or Absence of Wetlands, Endangered and Threatened Plants, and location of Regulatory waters (OHW) – *Complete August 2019 – All work outside of OHW and wetlands. No T&E plants*

Preparation of a Section 4(f)/6(f) Evaluation. Evaluation will provide an assessment of the potential use of Section 4(f) properties and Section 6(f) resources associated with this project.

Public Participation and Input - *July, August and September 2019 and ongoing*

Completion of FAHP for submittal to FHWA for review and approval *in January 2020*



Mill City Downtown Restoration and Revitalization Project

Estimated Project Budget as of June 30 2019



per GA Est - as of 1/8/20

Engineering Design

\$ 1,690,000 \$ 1,600,000

Note: Typically Linn County Engineering has delivered projects for Engineering Design about 20% under budget which may allow other work to be done in construction of each component

Note: TBD – not yet determined since work has been in progress for only 90 days since GA signed on 4/3/19

Construction (includes Contract Administration, Engineering and Inspection)

per GA Est – as of 1/8/20

North Santiam River Bridge \$ 2,207,000 \$ 2,700,000

Historic RR Pedestrian Bridge \$ 2,062,574 \$ 2,400,000

Southwest Broadway Improvements \$ 3,423,000 \$ 2,300,000

Project Total

\$ 9,382,574 \$ 9,000,000



EXPECTED INCONVENIENCES

First Avenue Bridge Closure For Painting of the Bridge – 2020

Presently Estimated Time to be 60 to 90 days – Detour crossing the North Santiam River through Lyons or Gates

First Avenue Bridge Single Lane Traffic with Control - 2020

Presently Estimated time to be 60 to 90 days for replacement of Rail and Sidewalk and other repairs

Note: Pedestrian Bridge to be open while work on

First Avenue Bridge is being completed.

Railroad Pedestrian Bridge and Path Closure – 2021

Estimated to be 120 days

Note: First Avenue Bridge to be open while work on

Pedestrian Bridge is being completed.

Broadway Street Closure - 2021

Single Lane Traffic with completion of one side at a time.

Detour Route(s) using SW Cedar Street, First through Fifth Avenue with completion at one segment at a time.



Mill City Downtown Restoration and Revitalization Project



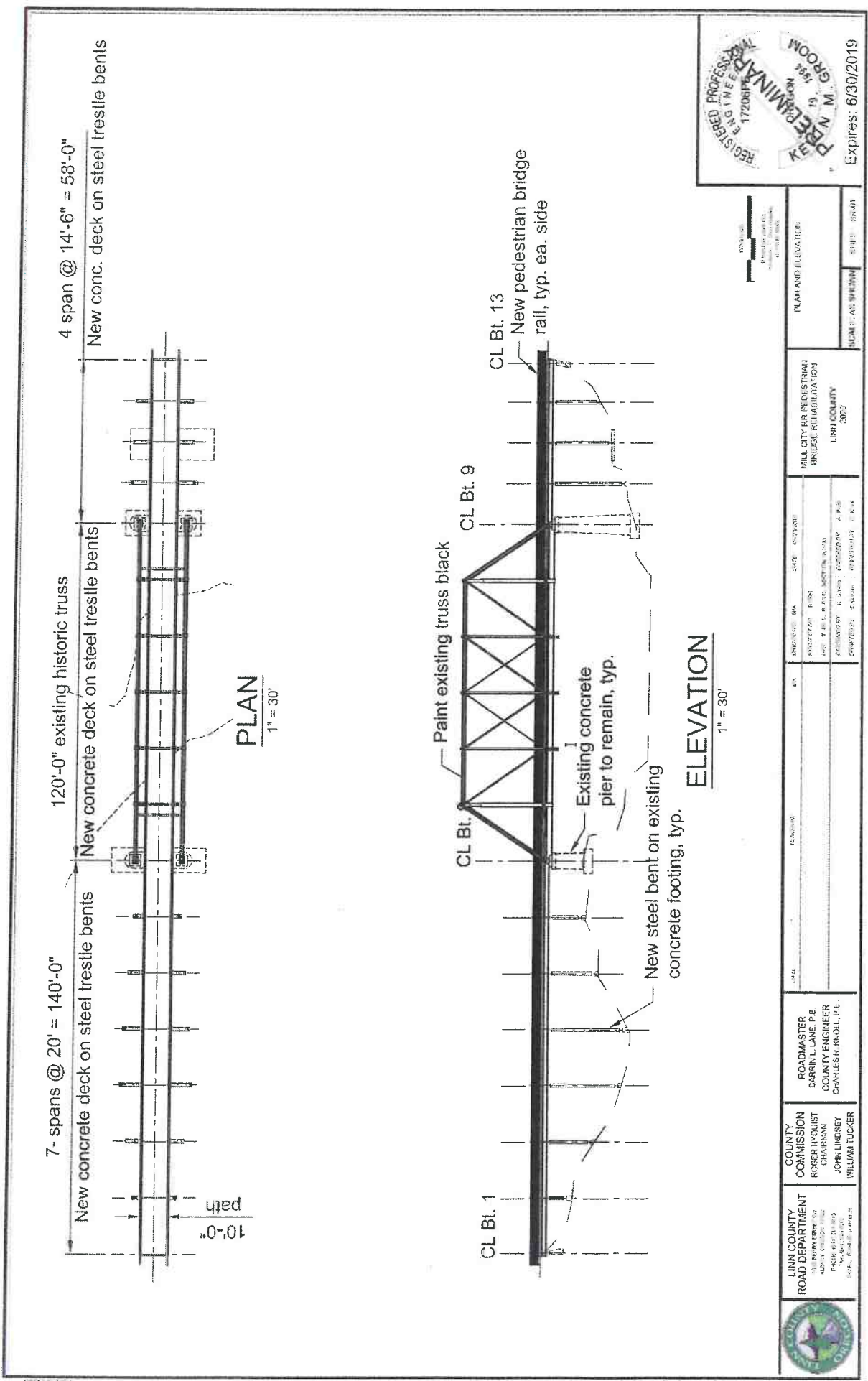
Historic RR Pedestrian Bridge



Mill City Downtown Restoration and Revitalization Project



Historic RR Pedestrian Bridge - Plan & Elevation

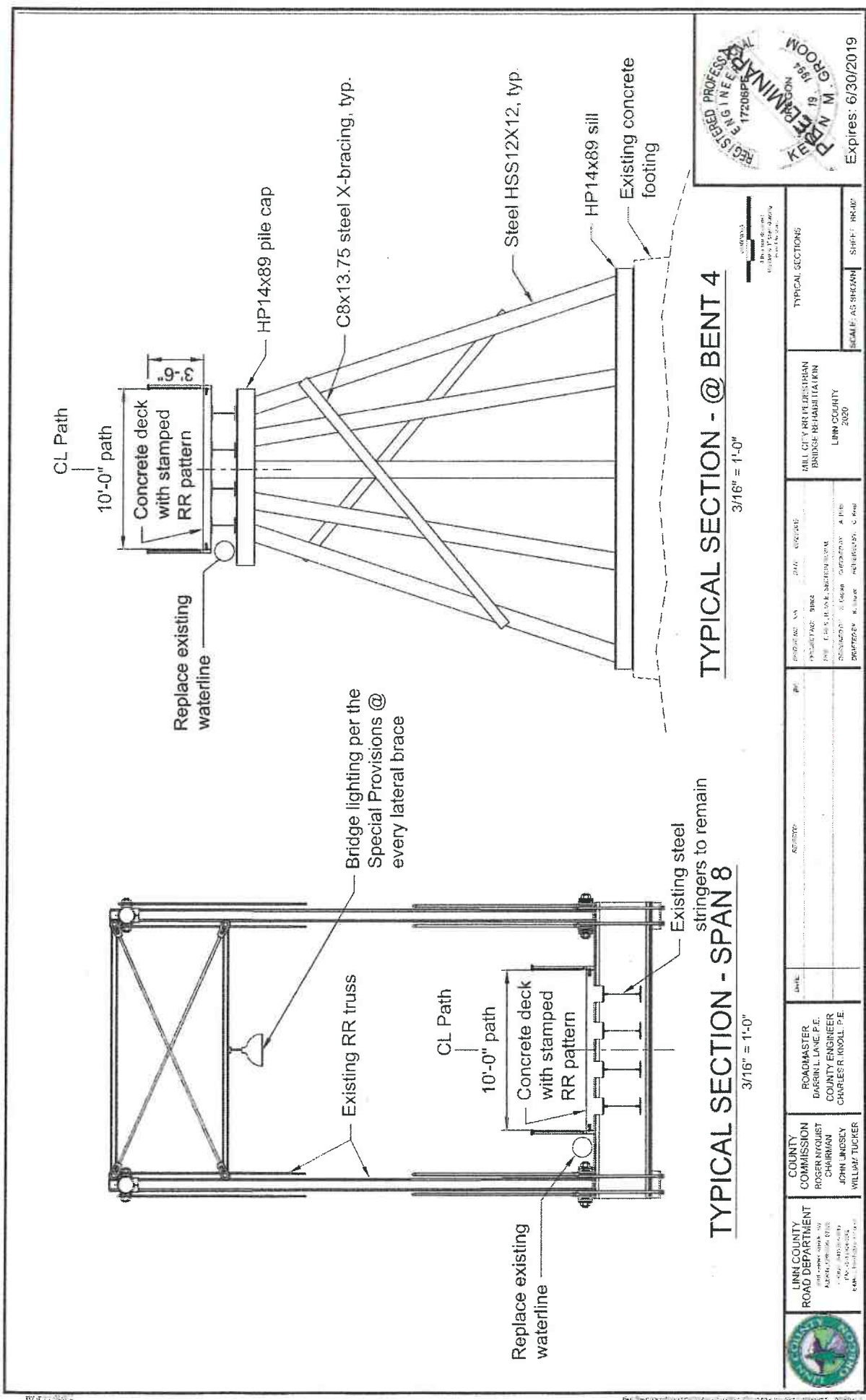




Mill City Downtown Restoration and Revitalization Project



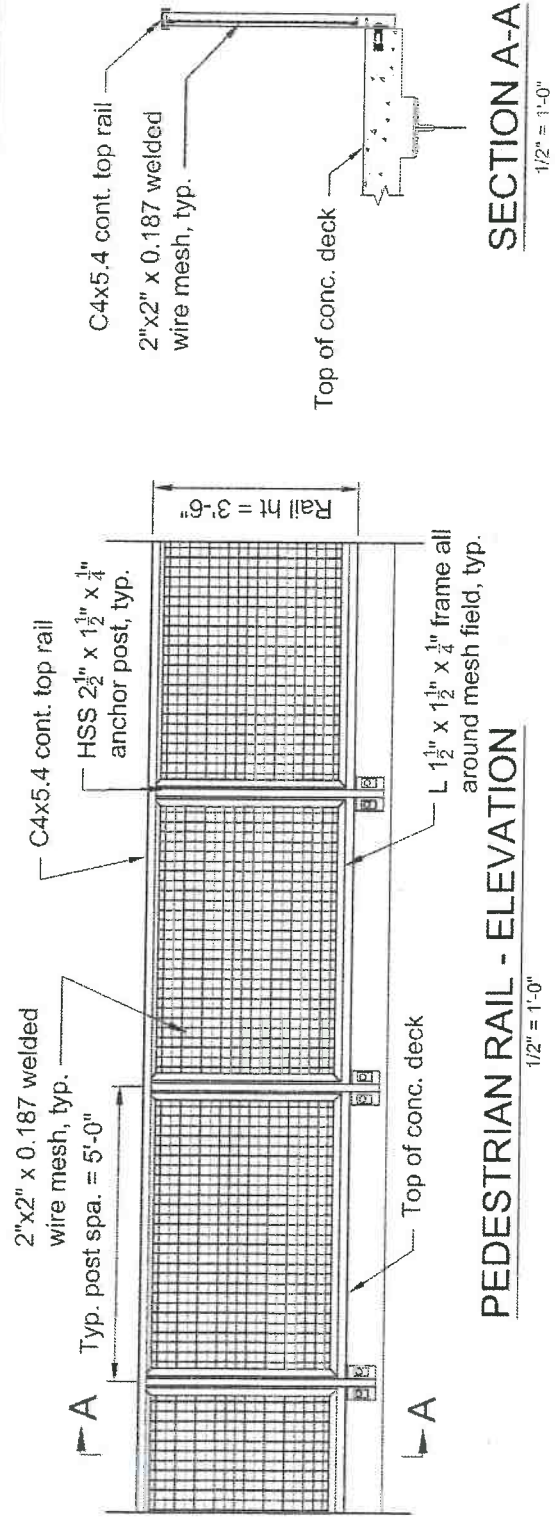
Historic RR Pedestrian Bridge - Typical Sections





Mill City Downtown Restoration and Revitalization Project

Historic RR Pedestrian Bridge - Rail



PEDESTRIAN RAIL - ELEVATION

1/2" = 1'-0"

SECTION A-A

1/2" = 1'-0"



LINN COUNTY
ROAD DEPARTMENT
2000 1st St. SW
Corvallis, OR 97330
Phone: 325-1111
Fax: 325-1112

COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN BRIDGES
WILLIAM TUCKER

ROADMASTER
DARIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

Date:

Scale:

Sheet:

PROJECT NO. 17208
PROJECT NAME MILL CITY DOWNTOWN RESTORATION
PROJECT LOCATION
PROJECT DATE
PROJECTED DATE
PROJECTED DATE

MILL CITY BOARD OF
DIRECTORS
LINN COUNTY
2020

PEDESTRIAN RAIL

SCALE: AS SHOWN SHEET: BR-03





Mill City Downtown Restoration and Revitalization Project

Historic RR Pedestrian Bridge - Summary



Truss:

- Extensive decay in existing timber deck and rail
- No structural work needed on truss
- Contain, Clean (Power wash and or sand blast), and paint truss
- Replace timber deck and with new concrete deck and steel pedestrian rail

Approaches:

- Extensive decay in existing timber deck, rail & bents. Many sills partially buried or in direct contact with soil. Ongoing maintenance if not addressed.
- Reuse existing footings cast on bedrock
- Replace existing timber bents with new steel bents with HSS posts (5 posts)
- Replace timber deck and with new concrete deck and steel pedestrian rail

Overall:

- Existing path width ~ 11'-3" on main span. New path width = 10'-0" full length.
- Stamp and color concrete deck to simulate RR tracks
- New lighting on bridge to match historic railroad depot lighting
- Replace section of waterline full length of bridge



Mill City Downtown Restoration and Revitalization Project



Historic RR Pedestrian Bridge – Estimated Costs

Item	Cost
Mobilization @ 10%	\$185,000
Site Preparation	\$28,000
Work Containment	\$100,000
Construction Surveying	\$10,000
Bridge Removal	\$350,000
Excavation/Fill	\$6,000
Concrete (Deck, curbs & backwalls)	\$85,000
Reinforcement	\$37,000
Steel Stringers (Approach Spans) {Likely to decrease}	\$305,000
Steel Sills, Columns & Caps (Substructure)	\$200,000
Electrical Conduit and Lighting	\$30,000
Bridge Rail	\$115,000
Power Wash and Paint	\$200,000
New Waterline and Supports	\$200,000
Subtotal of Construction Costs	\$1,851,000
Contingencies @ 20%	\$555,000
TOTAL ESTIMATED CONSTRUCTION COSTS	\$2,406,000



Mill City Downtown Restoration and Revitalization Project



1st Avenue Bridge



Mill City Downtown Restoration and Revitalization Project

1st Avenue Bridge Rehabilitation



Truss:

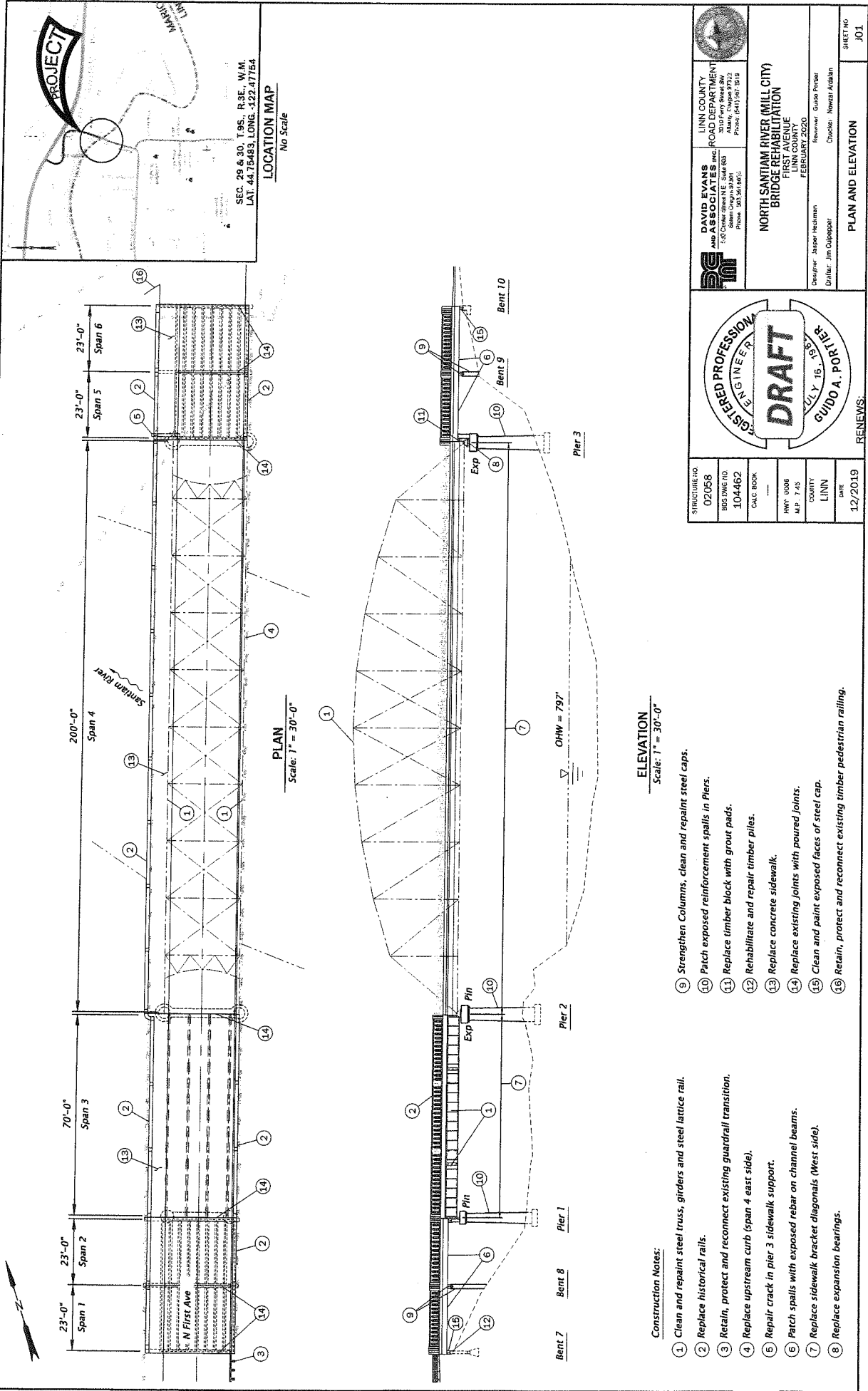
- Clean and paint steel truss
- Clean fixed bearings
- Replace expansion bearings

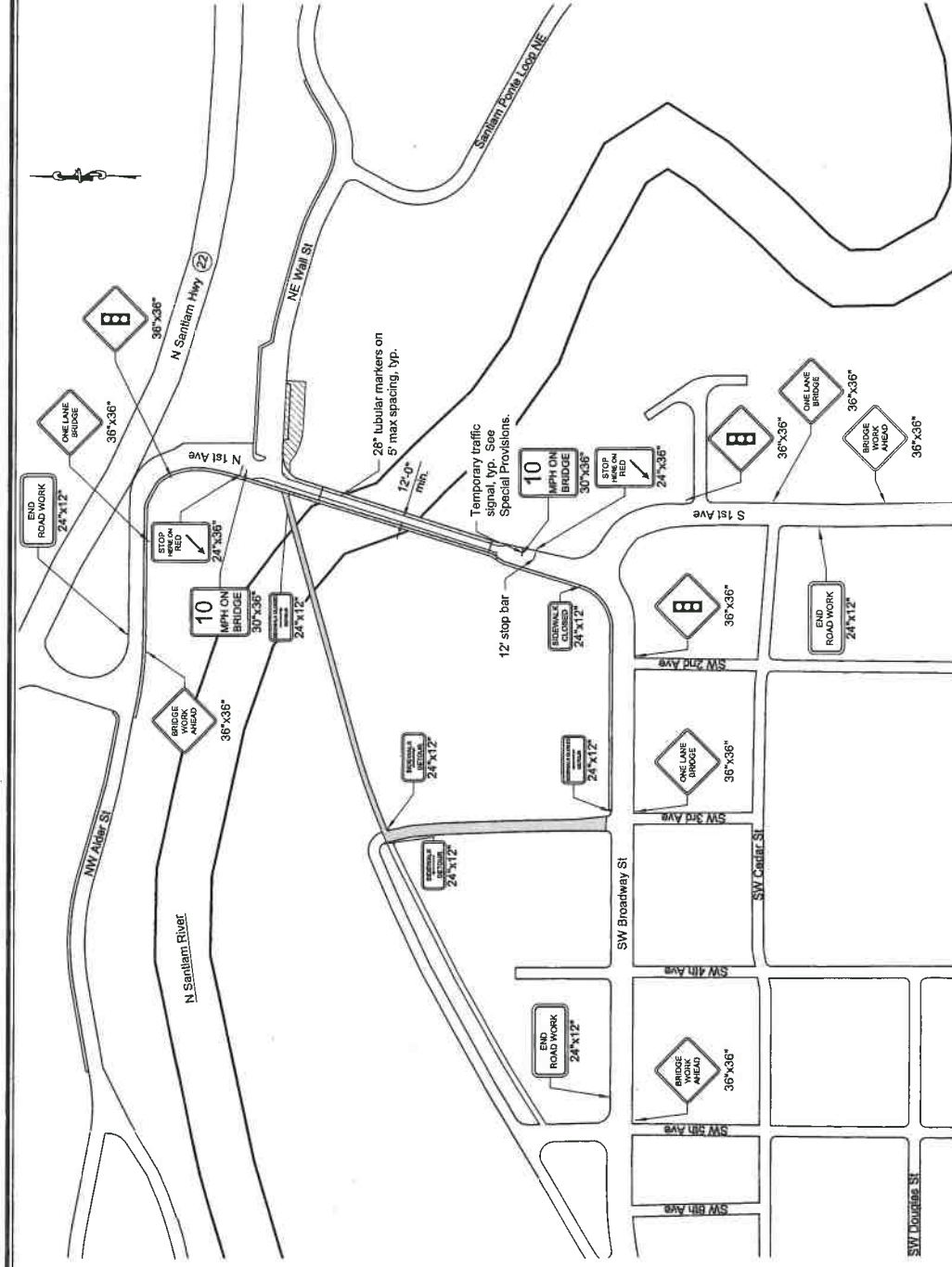
Superstructure:

- Replace existing bridge rails with new historic looking rails (see examples)
- Strengthen sidewalk support brackets
- Repair expansion joints
- New Sidewalk
- No deck overlay on bridge, pavement inlay on bridge approaches

Substructure:

- Clean and paint existing steel caps
- Repair Pier 3 cracked cap
- Miscellaneous spalling repair
- Fiber Wrap of concrete columns
- Replace timber sill with steel and concrete





TRAFFIC CONTROL PLAN - ONE LANE OPEN ACROSS BRIDGE

NO SCALE

WARNING

If this bar does not measure 1" then drawing

TRAFFIC CONTROL PLANS	E: AS SHOWN	SHEET TC-01
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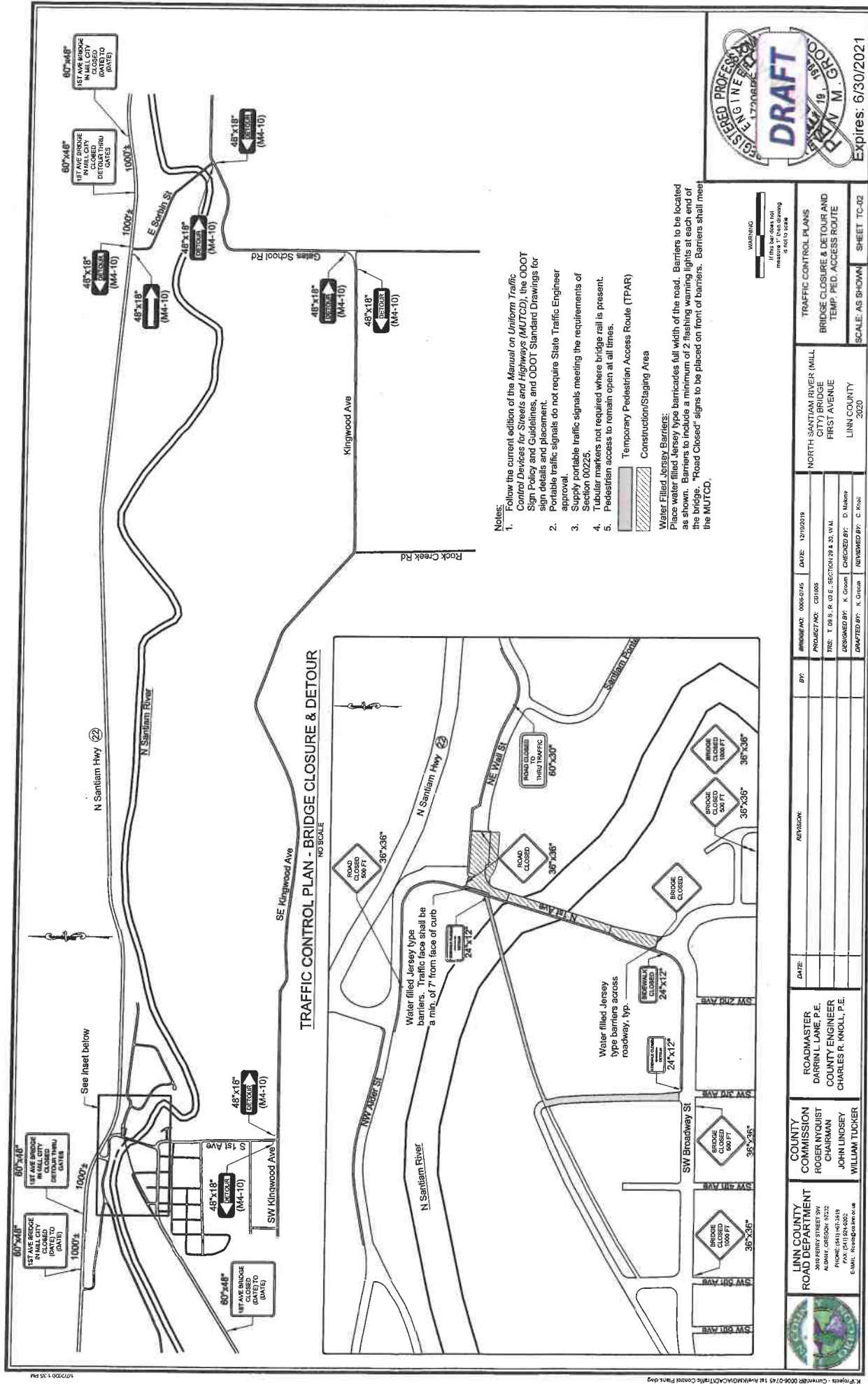
NORTH SANTIAM RIVER (MILL
CITY) BRIDGE
FIRST AVENUE
LINN COUNTY
2020

BRIDGE NO: 0006-0715	DATE: 12/19/2019
PROJECT NO: CD1805	
TRF: T. U. S. R. 03 E., SECTION 29 & 30, W.M.	
DESIGNED BY: K. Groom	CHECKED BY: D. C.
DRAFTED BY: K. Groom	REVIEWED BY: C. C.

DATE:	

COUNTY MISSION
 NYQUIST
 RMAN
 INDSEY
 TUCKER

**LINN COUNTY
ROAD DEPARTMENT**
3010 FERRY STREET SW
ALBANY, OREGON 97222
PHONE: (503) 967-3019
FAX: (503) 924-0202
E-MAIL: ROAD@LINN.CO.OREG.US



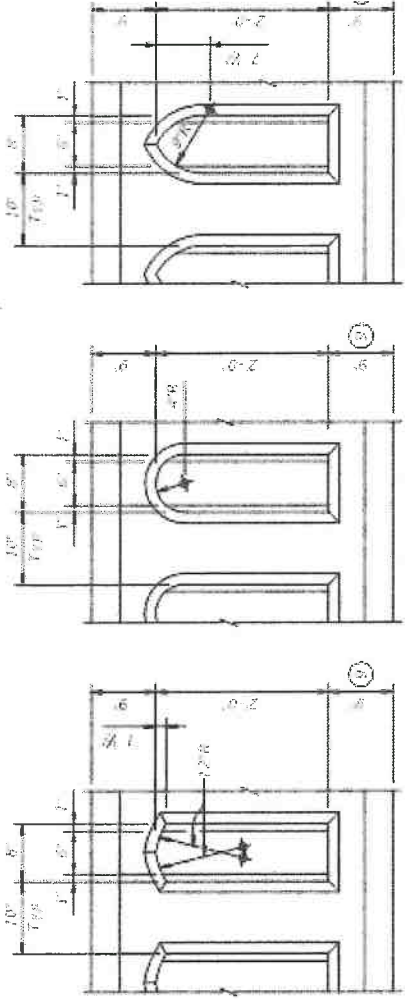


Mill City Downtown Restoration and Revitalization Project

1st Avenue Bridge Rehabilitation



Sample Bridge Rail Options



TYPE A

TYPE B

TYPE C



Existing



Proposed example



Mill City Downtown Restoration and Revitalization Project

1st Avenue Bridge Rehabilitation



Pier 3 Repair



Pier 3 crack -- to be repaired

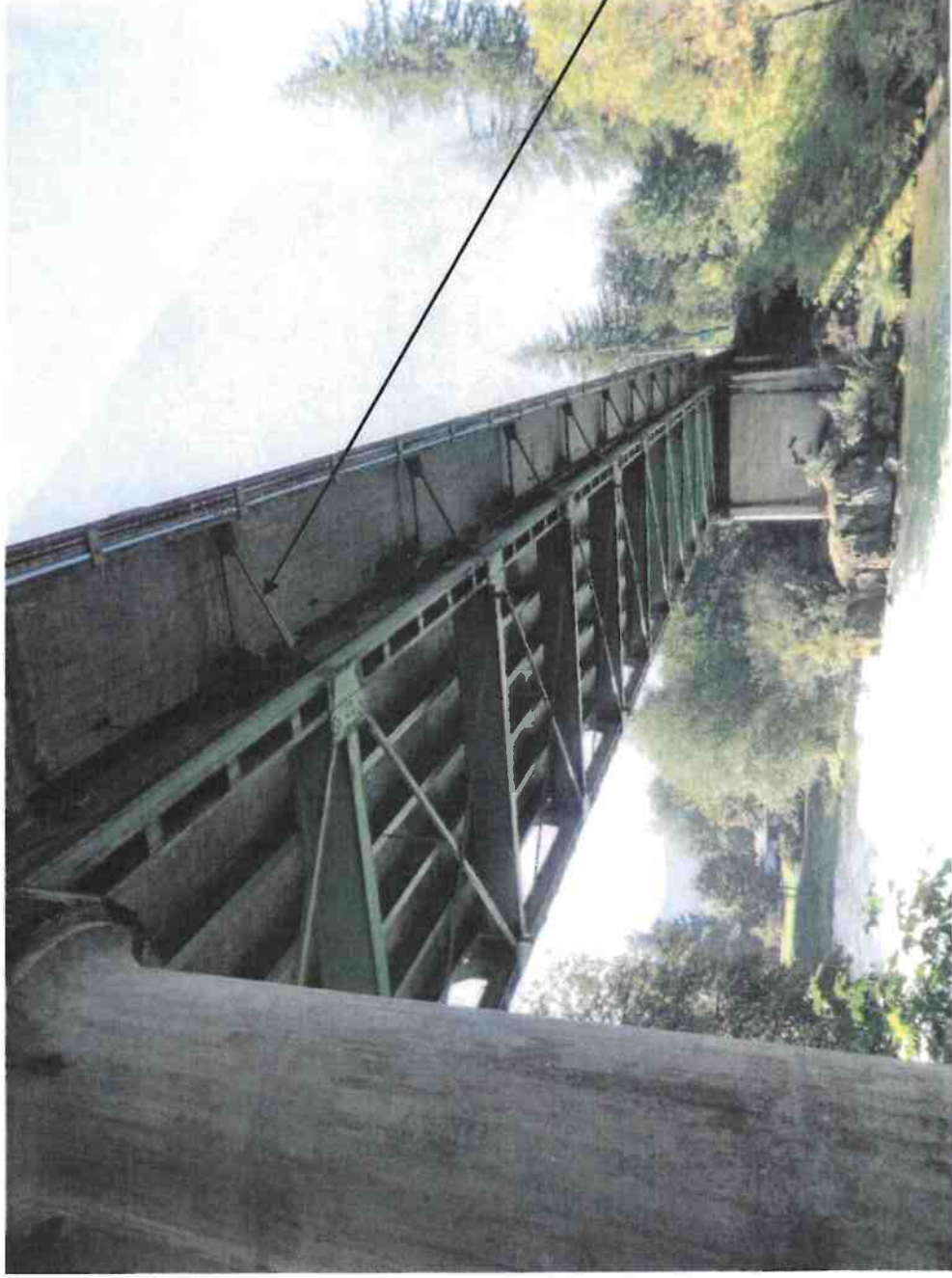


Mill City Downtown Restoration and Revitalization Project

1st Avenue Bridge Rehabilitation



Main Span Sidewalk Overhang Support



Strengthen sidewalk
supports



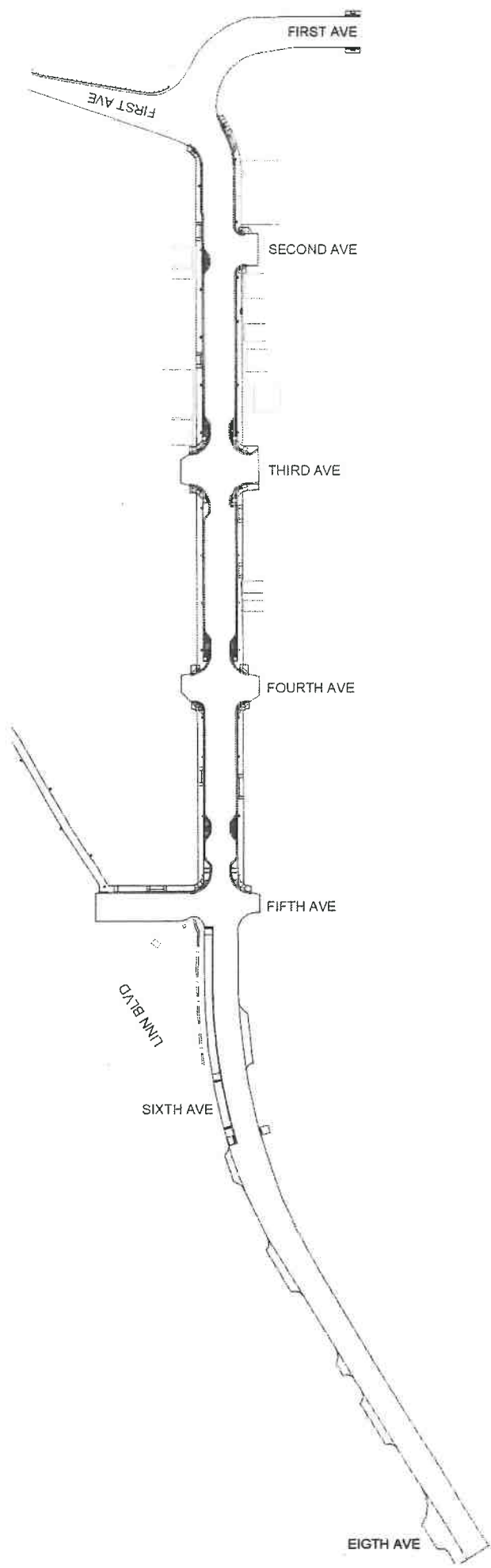
Broadway Street



Mill City Downtown Restoration and Revitalization Project

Roadway Project Limits

Broadway St from 8th Ave to 1st Ave/1st St

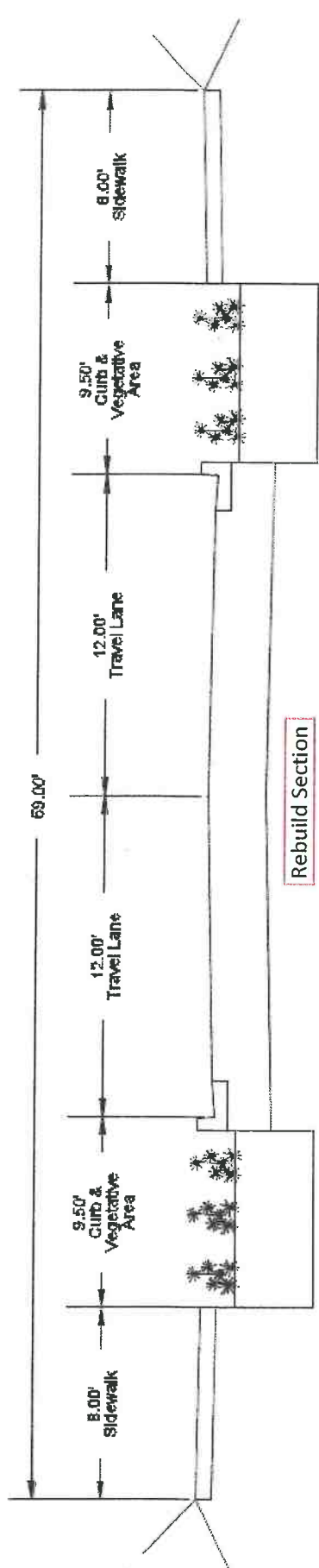
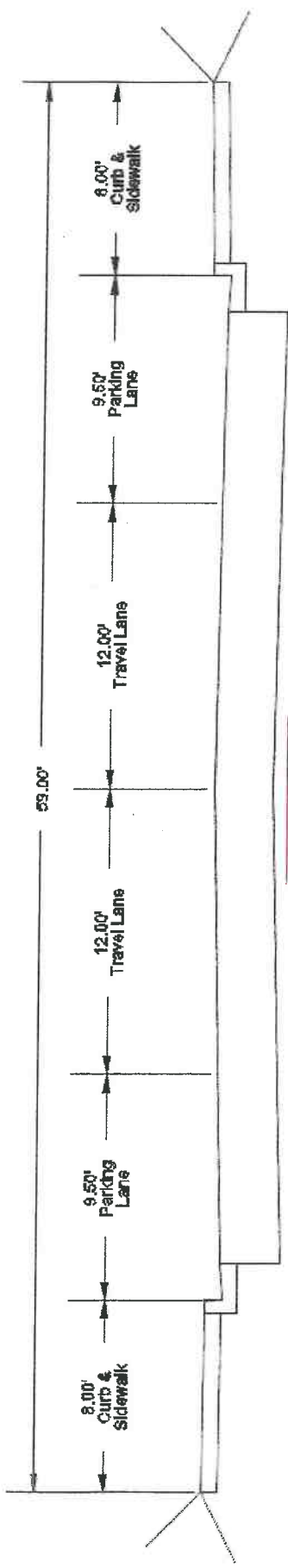
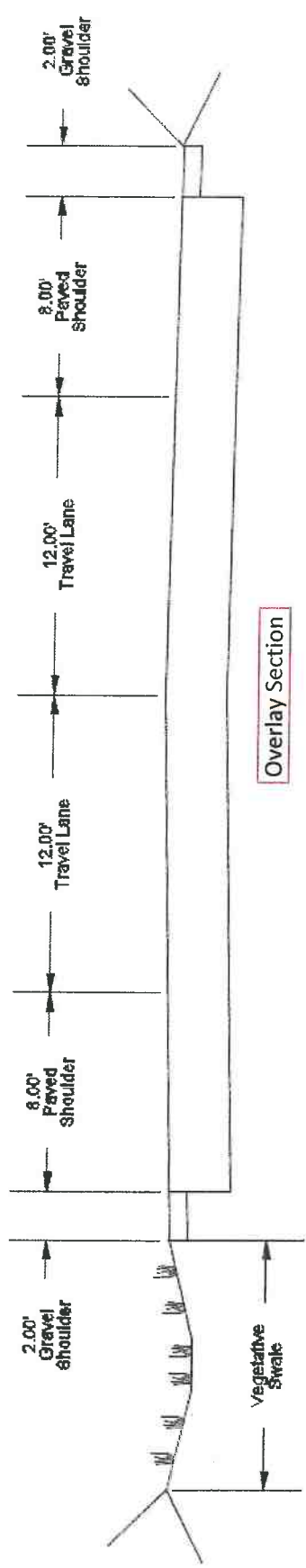




Mill City Downtown Restoration and Revitalization Project



Typical Roadway Sections



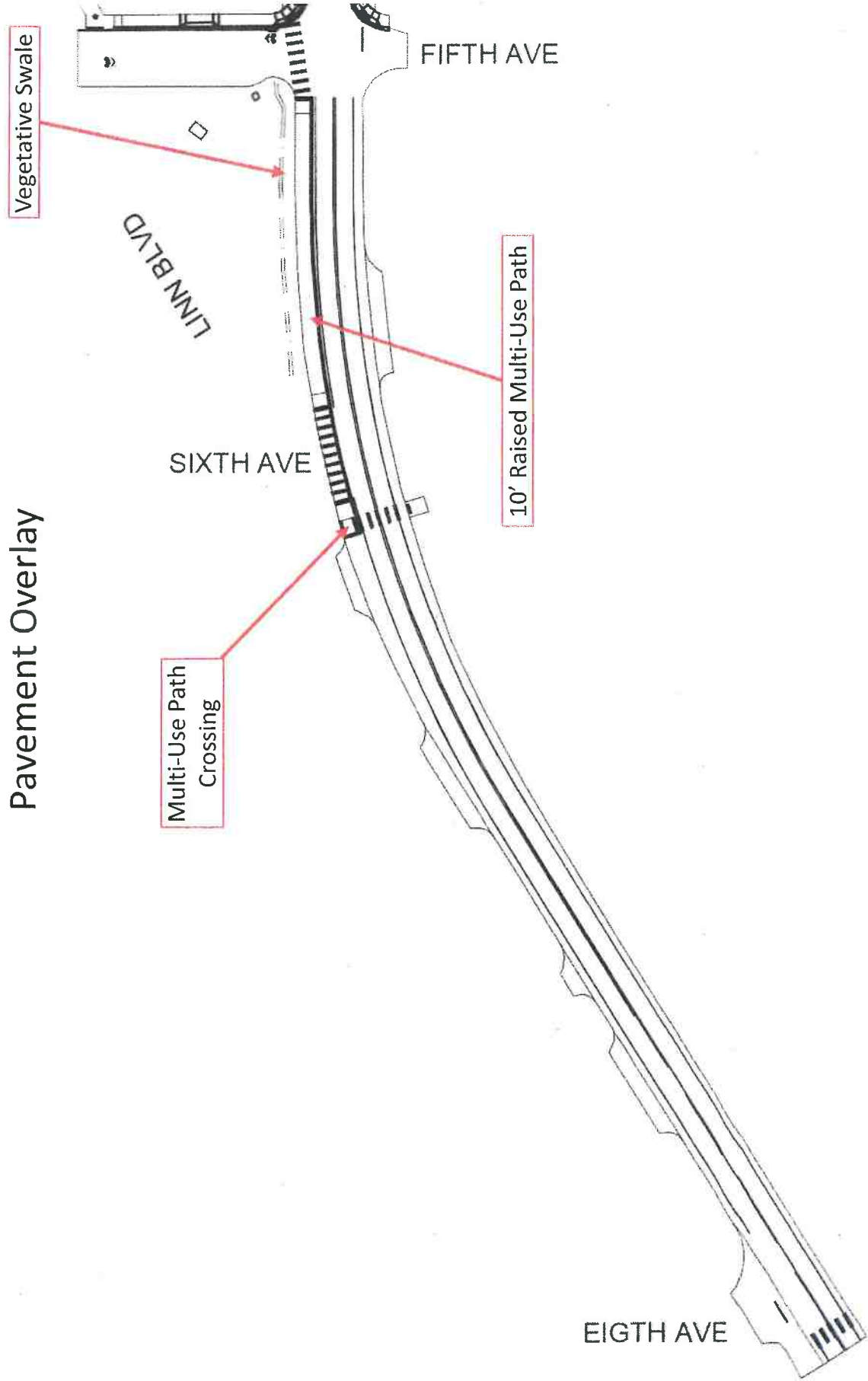


Mill City Downtown Restoration and Revitalization Project

Preliminary Design

Broadway St from 8th Ave to 5th Ave

Pavement Overlay





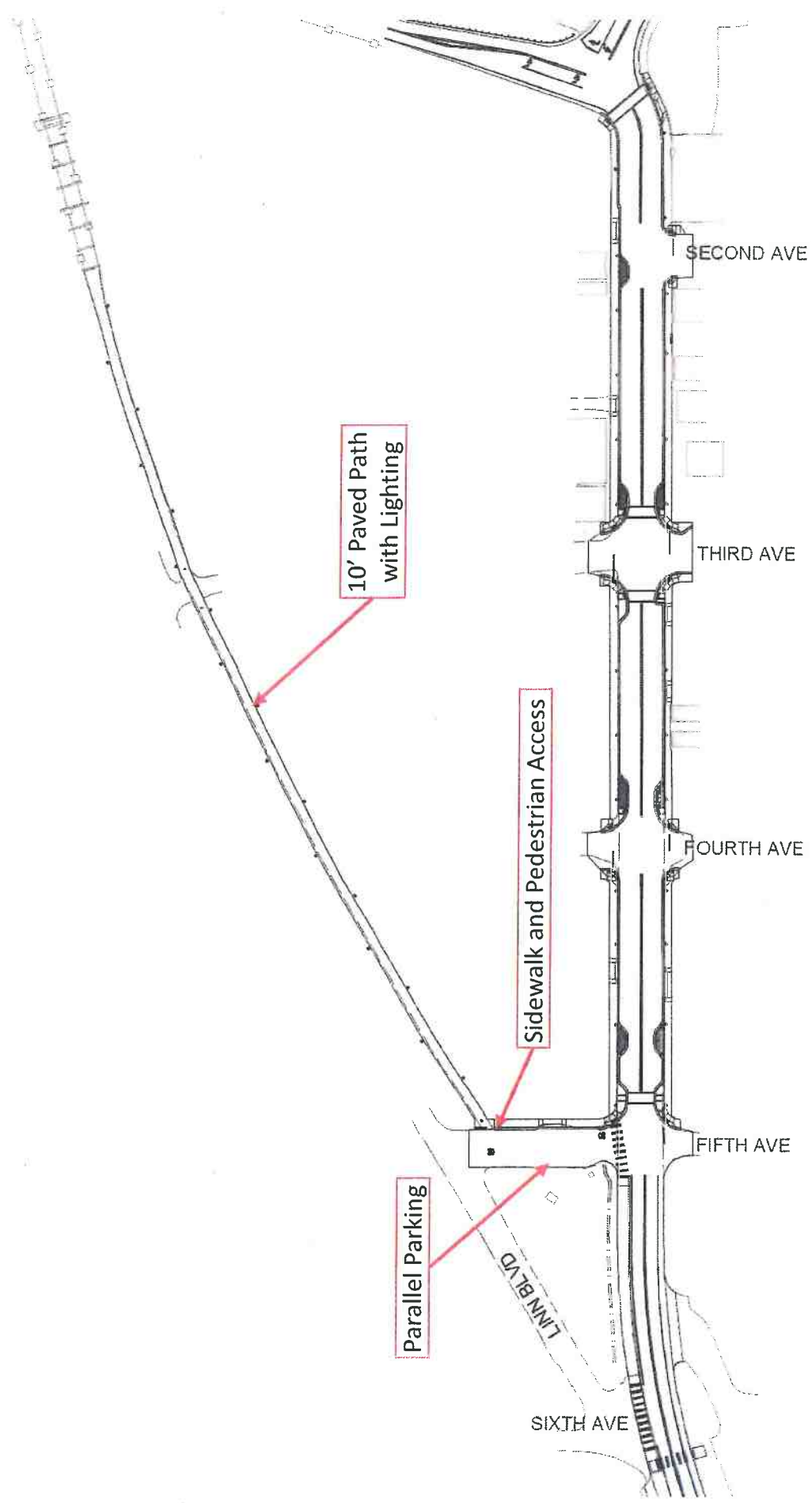
Mill City Downtown Restoration and Revitalization Project



Preliminary Design

5th Ave to Linn Place

Construct sidewalk along 5th Ave to Pedestrian Path and
Widen and Pave Existing Pedestrian Path to Railroad Bridge

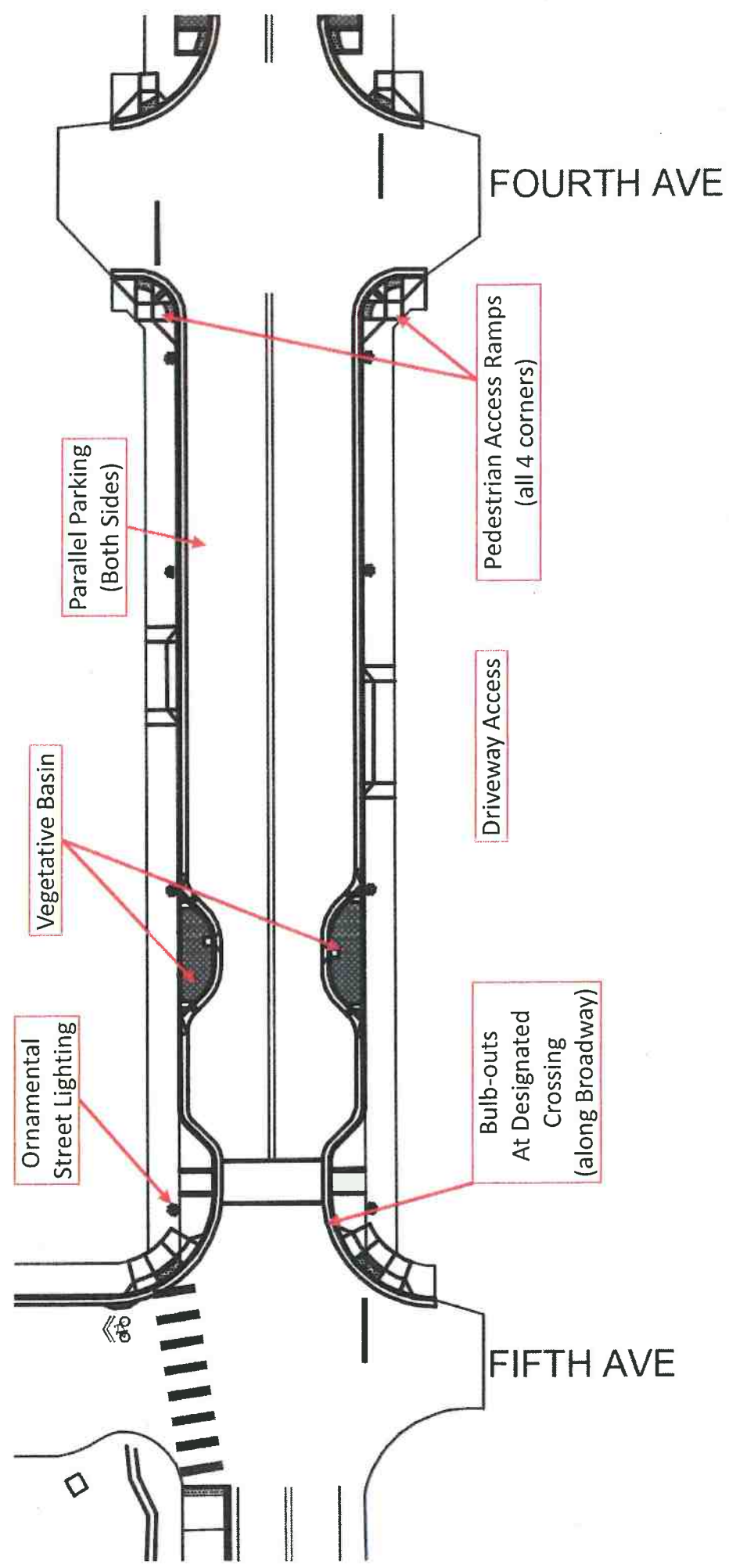




Preliminary Design

Broadway St from 5th Ave to 4th Ave

Roadway Reconstruction and sidewalk along 5th Ave to Pedestrian Path

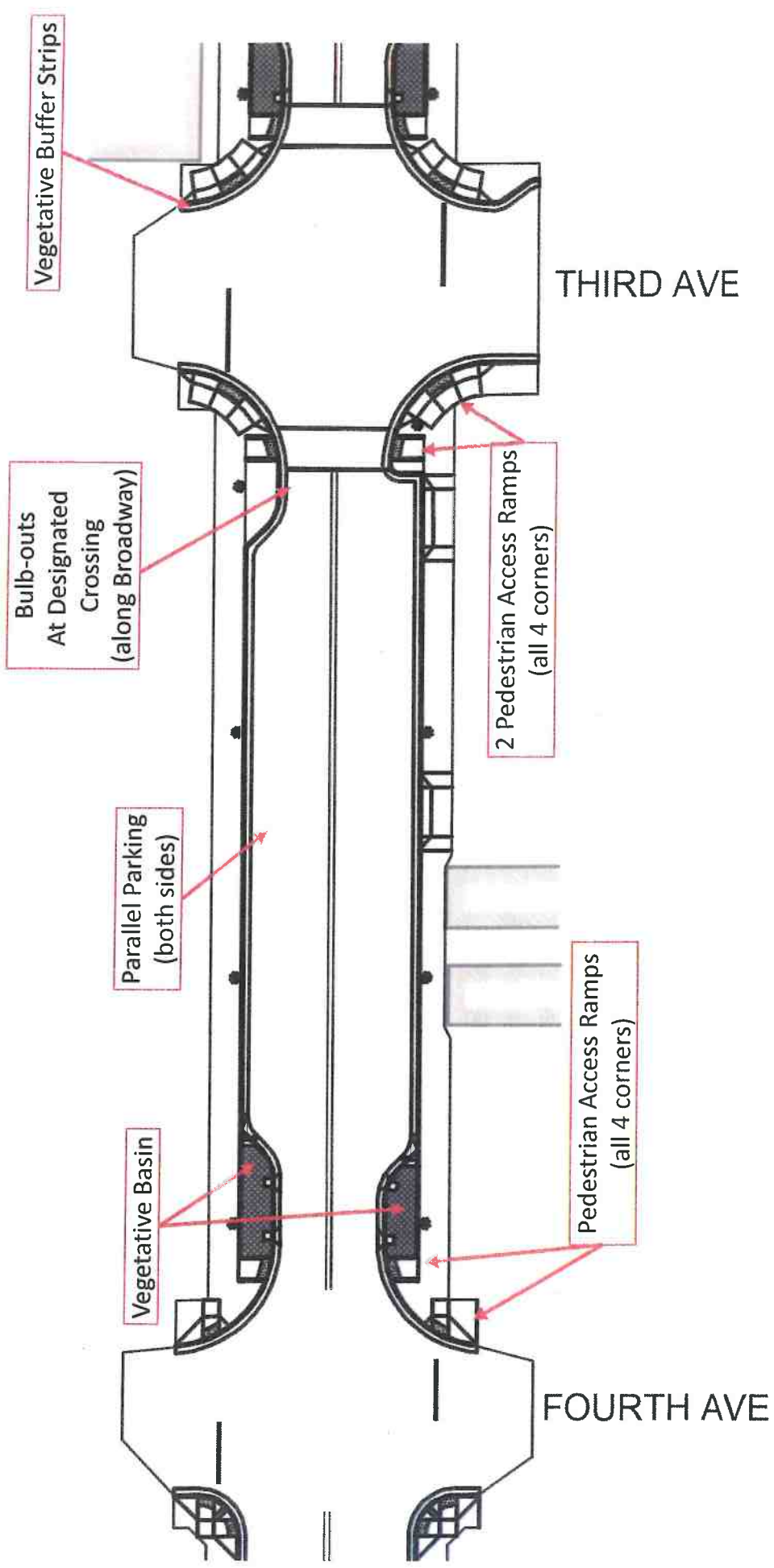




Preliminary Design

Broadway St from 4th Ave to 3rd Ave

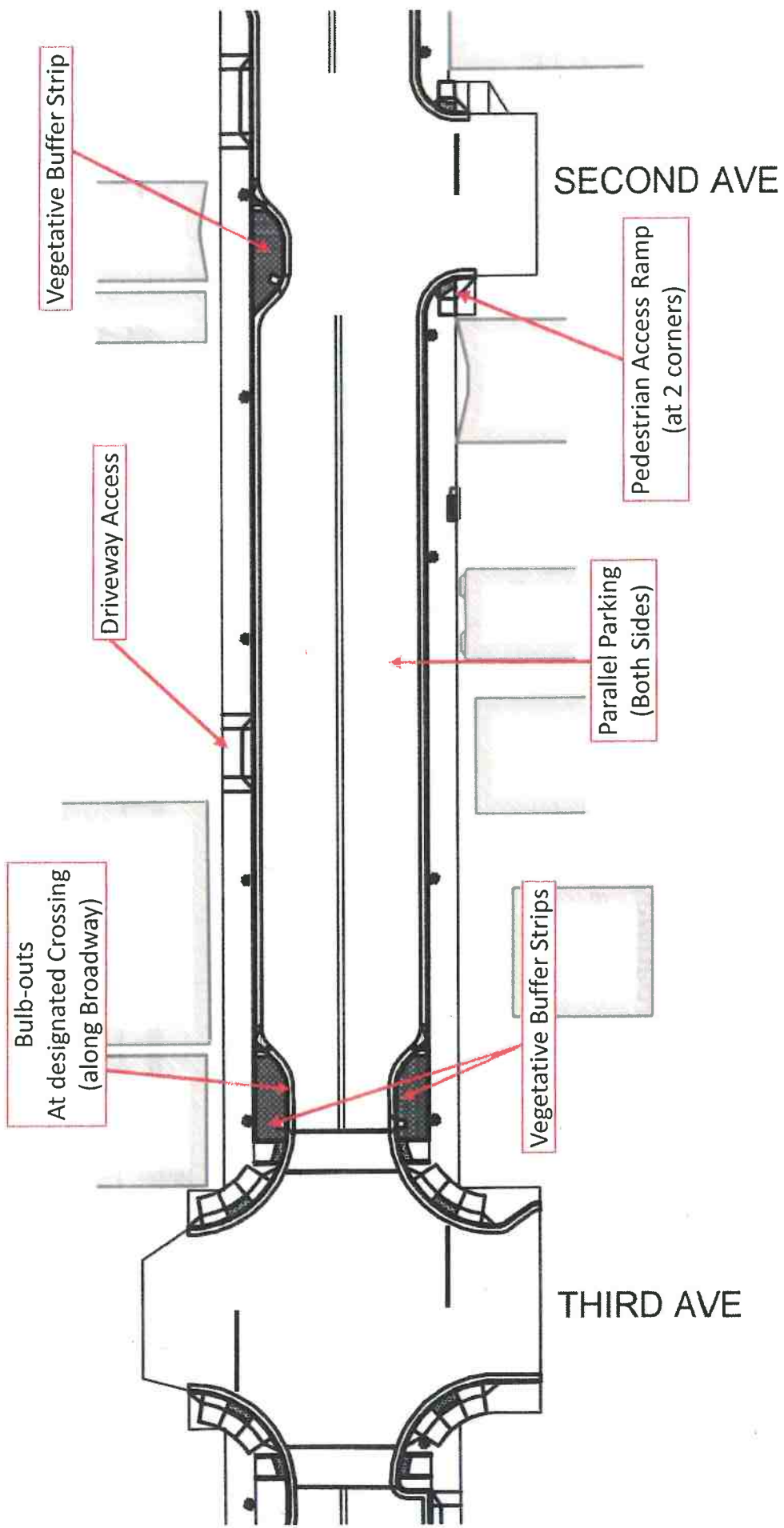
Roadway Reconstruction





Preliminary Design

Broadway St from 3rd Ave to 2nd Ave
Roadway Reconstruction

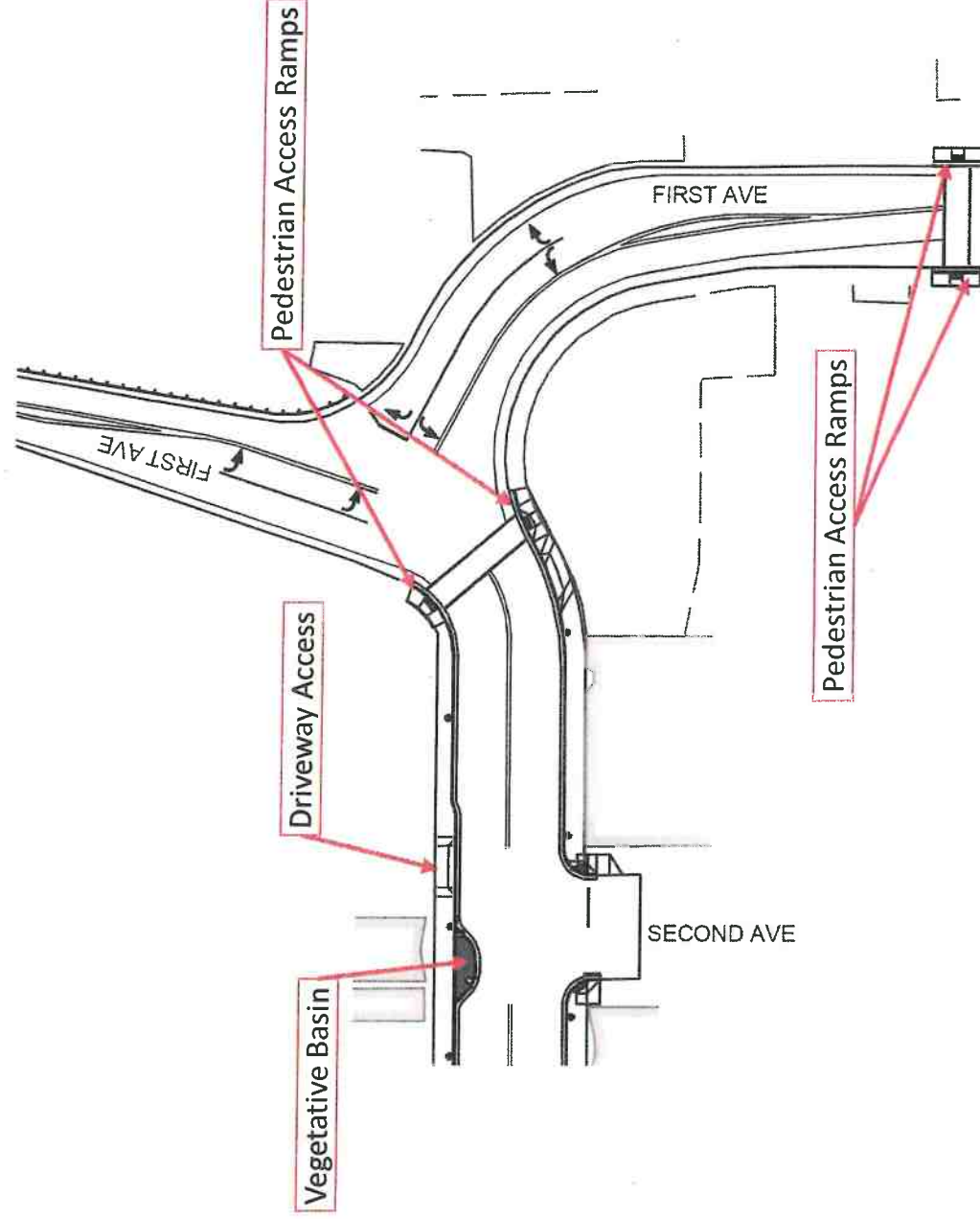




Preliminary Design

Broadway St from 2nd Ave to 1st Ave/1st St

Roadway Reconstruction and Crossing Improvements





Transit Stop

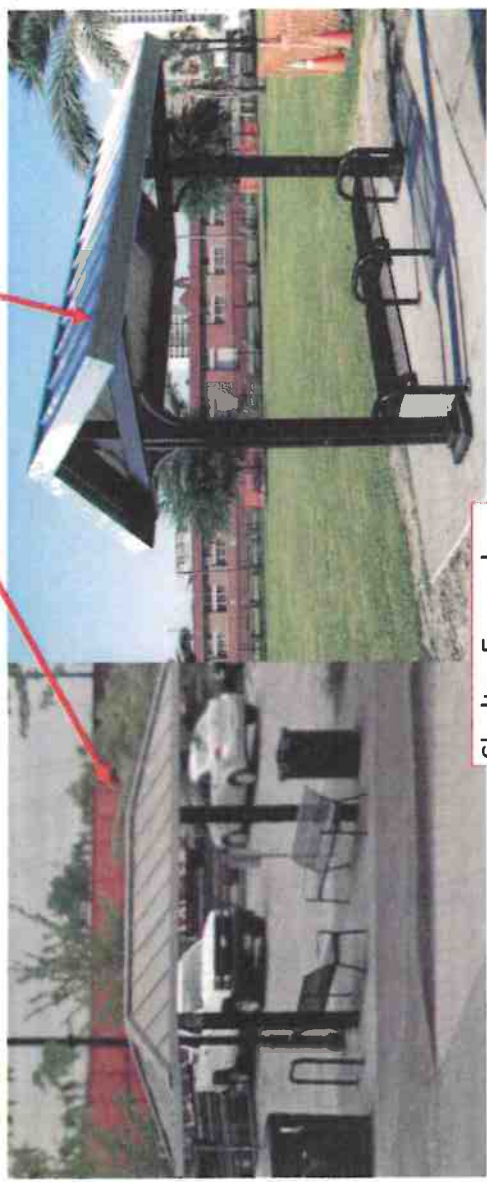
Wall Street

Consider rerouting



Proposed Stop

Existing Cherriots Route



Shelter Examples



Mill City Downtown Restoration and Revitalization Project
Lighting Examples



Ornamental Street Lighting



Pedestrian Path Lighting



Thank You

Questions and Comments:

Contact Linn County Project Team by e-mail:

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Daineal Malone daineal.malone@co.linn.or.us

Kevin Groom kgroom@co.linn.or.us

Contact by phone (541 967 3919)

Mill City Downtown Restoration and Revitalization Project

4(f) and 6(f) Evaluation

Prepared for:

Linn County Road Department
3010 Ferry Street, S.W.
Albany, Oregon 97322

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE
Suite 605
Salem, OR 97301



DAVID EVANS
AND ASSOCIATES, INC.

1/9/2020

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ATTACHMENTS

Attachment 1: Section 4(f) *de minimis* finding for Publicly Owned Park and Recreation Lands Letters
City of Mill City; FHWA Oregon Division Administration [Forthcoming] [Dates]

Attachment 2: Public Information Work, Linn County Road Department, October 17, 2019

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FIGURE 4. MILL CITY MULTI-USE PATH

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FIGURE 5. FIRST AVENUE BRIDGE

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FIGURE 6. HAMMOND PARK

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FIGURE 7. MILL CITY FALLS PARK

9

1. DESCRIPTION OF PROPOSED ACTION

The U.S. Department of Transportation awarded the City of Mill City a Transportation Investment Generating Economic Recovery (TIGER) grant in the fiscal year 2017 (TIGER IX). TIGER provides discretionary grant funding for road, transit, maritime and rail projects. The primary selection criteria for TIGER awards include considerations for safety, state of good repair, economic competitiveness, quality of life and environmental sustainability for each project. The 2017 TIGER program gave special consideration to projects that emphasized improved access to reliable, safe, and affordable transportation for communities in rural areas, such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity, or facilitate economic growth or competitiveness.

The Mill City Revitalization Project includes three components: The first component includes the rehabilitation of the North Santiam River/ First Avenue Bridge, a rural major collector on a designated freight route near Mill City, Oregon. This includes making structural repairs, replacement of the sidewalk and bridge rail and painting the bridge. The bridge presently has a weight limit, which could be removed to support legal truckloads. The second component includes the rehabilitation of the Pedestrian Historic Railroad Bridge (formerly the Mill City Southern Pacific Railroad Bridge). This will include replacing timber substructure consisting of creosoted timbers with square steel columns that will have a rust finish to simulate a timber beam. It also includes replacement of a deteriorated timber deck with reinforced concrete with a stamp to simulate a railroad track. Timber rail will be replaced with a black pedestrian rail that meets safety requirements and the bridge will also be painted. The third component includes the completion of a system of improvements in Mill City, including reconstruction of a segment of Broadway Street from First Avenue to Fifth Avenue to provide an improved sidewalk, parking, and stormwater collection and treatment. The pavement beyond Fifth Avenue and beyond First Avenue will be repaved with some pedestrian crossing improvements. A bus stop shelter will be added next to Wall Street and next to the public restroom. The Multi-use pedestrian and bike path from Fifth Avenue to the Pedestrian Bridge will be improved by widening it so it will be 10 feet wide the entire distance. The project will enhance pedestrian safety by improving sidewalk and crosswalk designs. New lighting will also be added on Broadway Street, the pedestrian bridge and the Multi-use Path. As such it is intended to enhance critical infrastructure to access the economic center of the city. Figure 1 shows the project vicinity. Table 1 describes the phases and anticipated schedule.

Table 1. Project Phases and Work Activities

Phase	Work Activities	Construction
Phase 1	Rehabilitation of the North Santiam River/First Avenue Bridge, which crosses the North Santiam River and is a rural major collector on a designated freight route.	May 2020 to November 2020
Phase 2	Rehabilitation of the Pedestrian Historic Railroad Bridge, which also crosses the North Santiam River. The project will include improvements to the paved path to North Fifth Avenue.	February 2021 to November 2021
Phase 3	Improvements to the Mill City downtown area, including Southwest Broadway Street from First Avenue to Eighth Avenue, First Avenue from Southwest Cedar Street to Wall Street, Fifth Avenue from Southwest Broadway to the Multi-use Path and a public bus stop shelter on Wall Street.	March 2021 to November 2021

1.1 Permanent Project Elements

The project includes three primary project elements: repair and rehabilitation of the North Santiam River First Avenue Bridge; repair and rehabilitation of the Mill City Railroad Pedestrian Bridge; and roadway and Multi-use Path improvements. Work activities at each of these project elements are outlined below.

1.1.1 North Santiam River /First Avenue Bridge

- Repair Pier 3 cracked concrete cap
- Repair concrete spalling
- Strengthen sidewalk bracket
- Replace bridge bearings and joints
- Strengthening abutments and columns
- Replace existing historic concrete rail with ornamental concrete rail and sidewalk/curb
- Clean and paint

1.1.2 Mill City Pedestrian Historic Railroad Bridge

- Relocate the water line under the bridge
- Replace creosoted timber bents with steel square beam bents with rust finish
- Replace timber deck with concrete deck. Stamp and color bridge deck to simulate RR tracks and timber planks
- Replace wood rail with steel pedestrian rail
- Clean and paint

1.1.3 Roadway and Multi-use Path Improvements

- Excavate, reconstruct, realign, and improve the road base and surface of SW Broadway Street between First and Fifth avenues with new curbs; gutters; sidewalks; ADA-access improvements; street lighting; street crossings; intersections; parking; and stormwater collection, retention, and stormwater treatment. Install curb extension planters for stormwater collection and treatment.
- Extend new sidewalk along east side of NW 5th Ave between SW Broadway and the multi-use path
- Grind, inlay, and pavement overlay to preserve pavement on First Avenue from south of SW Cedar Street to NE Wall Street and on NE Wall Street in front of the Mill City Falls Park facilities restroom).
- Provide pavement overlay with improvement of road crossings on SW Linn Street from SW 8th Avenue to the Pedestrian Historic Railroad Bridge.
- Widen the Multi-use Path on SW Linn Place that connects to the Pedestrian Historic Railroad Bridge to a minimum 10-foot width. The Multi-use Path currently varies between 7 feet wide to 11 feet wide and is bordered by a vegetated bioslope. For a width up to four feet from the side of the Multi-use Path, replace approximately 12 inches of topsoil (which was imported from another site to cover the original rock fill railroad track base) with crushed rock and asphalt.
- Install a path to connect to the SW Linn Place Multi-use Path and stripe parking spaces in the existing paved parking area in Mill City Memorial Wayside Park.
- Construct a transit stop on the south side of Wall Street, adjacent (west) to the existing public restroom in Mill City Falls Park. The area will be excavated approximately 12 to 18 inches and backfilled with compacted crushed rock and concrete.

- Install concrete bulb-outs and ADA ramps at intersections, and parallel parking along Broadway Street.
- Provide stormwater collection and treatment using curbside vegetated bio-swales along Broadway Street

1.2 Potential Construction Staging and Equipment and Materials Storage Locations

1.2.1 North Santiam River First Ave Bridge

Work is expected to occur within the existing right of way or on City owned property. The staging and materials storage would be a temporary occupancy, during Phase 1 of the project, for 180 days or less between May 2020 to November 2020 (seven months maximum). The work should be within the actual road prism both on the bridge and on the sidewalk and paved road approach for staging of construction. Construction consisting of excavation and/or placement of fill on soil and rock located below the bridge will not be a component of this project. Construction of reinforcement and repair of existing concrete footings, piers and piling may occur but is not anticipated to require excavation or placement of soil and rock located below the bridge.

Some equipment and materials may be staged within Mill City Falls Park, but excavation and fill in the park is not expected to occur. The staging and materials storage would be a temporary occupancy, during Phase 1 of the project, for 180 days or less between from May 2020 to November 2020 (seven months maximum), and use a 3,000 portion of Mill City Falls Park, adjacent to the existing restroom.

Equipment and materials is not likely to be staged within Hammond Park, and excavation and fill is not expected to occur. However, Hammond Park may be used to allow access for construction crew foot traffic to the north side of the First Avenue Bridge.

On the south side of the bridge in Linn County, the steep shoulders outside the paved roadside and sidewalk does not allow placement of equipment outside the edge of the sidewalk or curbs. Workers may walk over the steep hillside and under the bridge.

1.2.2 Mill City Pedestrian Historic Railroad Bridge

Construction, equipment storage, and staging would occur on:

- Both ends of the bridge within the existing right of way. Some equipment and materials may be staged within Hammond Park, but excavation and fill in the park will not occur.
- Flat area that the City excavated approximately three years ago, which is west of the bridge and north of the Multi-use Path.
- South side of the west end of the bridge.
- Hammond Park, which has a rough gravel road for access. Excavation and fill in the park is not expected to occur, only construction crew foot traffic and light equipment access.

2. SECTION 4(F) OF THE U.S. DEPARTMENT OF TRANSPORTATION ACT OF 1966

2.1 Section 4(f) Regulation

The U.S. Department of Transportation Act of 1966 Section 4(f) (codified in 49 U.S.C. §303 and 23 U.S.C. §138; implemented by 23 CFR 774) establishes the requirement for consideration of publicly owned park and recreational lands that are open to the general public, publicly owned wildlife and waterfowl

refuges, and publicly or privately owned historic sites in transportation projects that receive funding from or require approval by an agency of the U.S. Department of Transportation. Also included are places of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register of Historic Places criteria.

The term use—as it relates to Section 4(f)—denotes an adverse impact to, or occupancy of, a Section 4(f) property is called a “use.” There are three conditions under which use occurs:

- Permanent Incorporation – when a Section 4(f) property or a portion of a 4(f) property is acquired for a transportation project, either outright in a fee simple acquisition or a permanent easement that acquires a permanent interest in the use or maintenance of some portion of the property that disrupts its Section 4(f) function.
- Temporary Occupancy – when there is temporary use of property that is adverse in terms of Section 4(f)'s preservation purpose (for example, to provide staging or access areas).
- Constructive Use – when the proximity impacts of a transportation project on a Section 4(f) property, even without acquisition of the property, are so great that the activities, features and attributes of the property are substantially impaired. Typically, these are major, unmitigated noise, access restrictions, vibration, ecological intrusions and visual impacts.

If there is a use of a 4(f) property, the intensity or magnitude of impact to the property can be described either as "*de minimis*" or not "*de minimis*." Congress amended Section 4(f) in 2005 when it enacted SAFETEA-LU (Public Law 109-59) in August 2005. This amendment authorized the Federal Highway Administration (FHWA) to approve a project that results in a use that is so small that the law does not consider it to have an adverse effect on the protected resource. This is referred to as a *de minimis* impact to a Section 4(f) resource, and it allows FHWA to approve a project without the evaluation of avoidance alternatives typically required in a Section 4(f) evaluation.

2.2 Description of Section 4(f) Properties

2.2.1 Publicly Owned Park and Recreation Lands

Table 1 lists the parks and recreation areas within two miles of the project area. Linn County is south of North Santiam River and Marion County is on the north side. Figure 2 shows City of Mill City parks in relation to the project boundaries.

Table 2. Public Parks, Public Recreation Lands, and Recreation Areas within Two Miles of the Project Area

Name	Location	Ownership/ Jurisdiction	Distance (miles) & Direction from project	Function, Facilities, Access
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Kimmel Park	SE Fairview Street between SE 4 th Avenue and Remine Road	City of Mill City	0.25 mi E	8.85 ac 6 playgrounds, 2 picnic shelters, sports fields, lawns, wooded riparian area, restrooms, parking, trail, river access
Reid House community building	633 NE Alder Street Mill City OR 97360-2207 (in Marion County)	City of Mill City	0.8 mi NE	under rehabilitation
Memorial Wayside Park	Fifth Avenue and SW Broadway Street	City of Mill City	In project area	0.34 ac Connects Multi-use Path, picnic table, water faucet, water tower
Multi-use Path	Provides access to the First Avenue Bridge	City of Mill City	In project area	10.33 ac
First Avenue Bridge	Crosses the Santiam River, connecting SE Broadway Street and NE Wall Street	Linn County Right of Way	In project area	Mill City Falls viewing
Hammond Park	west of First Avenue and on the North Side of the North Santiam River	City of Mill City	In project area	0.89 ac Boat launch, 2 picnic tables, grill
Mill City Falls Park	east of First Avenue and South of Wall Street	City of Mill City	In project area	Undeveloped, <u>except a restroom</u>

2.2.2 Publicly Owned Wildlife or Waterfowl Refuges

The U.S. Fish and Wildlife Service administers the National Wildlife Refuge (NWR) System. It is a national network of lands and waters for the conservation, management and, where appropriate, restoration of the fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations of Americans. Each refuge is established to serve a statutory purpose that targets the conservation of native species dependent on its lands and waters.

Table 3 lists the NWRs within 100 miles of the project area. All four of them, including the closest, Ankeny NWR, are too distant for the project to have any direct or indirect effects.

Table 3. Wildlife and Waterfowl Refuges within 100 miles of the Project Area

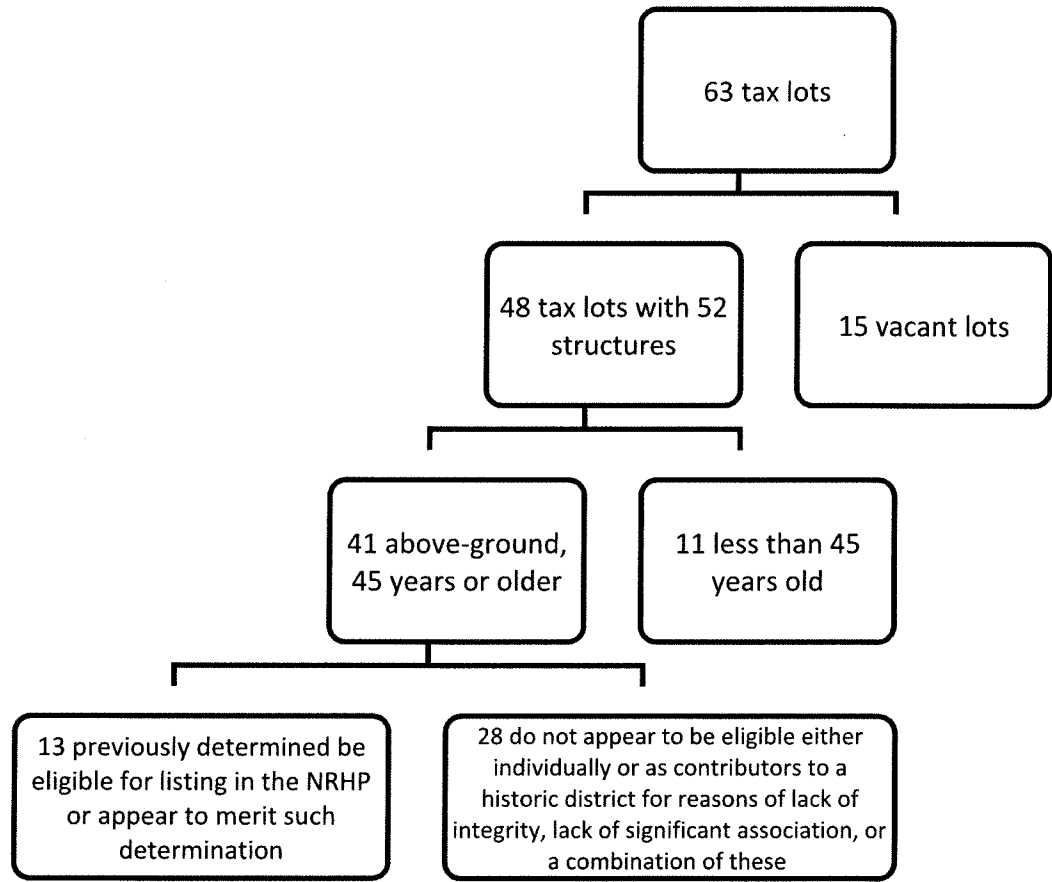
Name	Location	Distance (miles) & Direction from project
William L. Finley	26208 Finley Refuge Road	65 mi SW

	Corvallis, OR 97333	
Ankeny	2301 Wintel Road Jefferson, OR 97352	35 mi W
Baskett Slough	10995 Highway 22 Dallas, OR 97338	45 mi NW
Tualatin River	19255 SW Pacific Highway Sherwood, OR 97140	65 mi N

2.2.3 Publicly or Privately Owned Historic Site Listed or Eligible for Listing on the NRHP

Historic Research Associates, Inc. (HRA) conducted an assessment of the project area and prepared a historic baseline report in September 2019. The Area of Potential Effect (APE) focused on the historic commercial core Mill City, including the section of SW Broadway between First Avenue and Fifth avenues, and on SW First, between SW Broadway and Whitten Street on the south (Linn County), continuing on Wall Street, east of First Avenue (Marion County). HRA documented the First Avenue Bridge and the Pedestrian Historic Railroad Bridge separately.

Within the APE, HRA found:



For each eligible resource or group of resources that likely would be subject to project effects, a Finding of Effect (FOE) was determined. Based on the proposed design of the project, with all activity occurring within the public right-of-way, no effect to identified historic resources is anticipated. (See the report completed by Heritage Research Associates). According to the criteria set forth in 36 CFR 800.5, the proposed project results in a ***Finding of No Adverse Effect***.

2.2.3.1 North Santiam River Bridge/First Avenue Bridge

The bridge is considered eligible for listing on the NRHP under Criterion A, for its association with the history and development of Mill City, and under Criterion C, as an intact example of the Parker Truss designs used by the State of Oregon during the development of the state road system.

The proposed rehabilitation of the bridge includes in-kind and upgraded replacement of the existing bridge and sidewalk as well as repair of concrete and steel elements prior to complete repainting to allow the bridge to continue as an active element in the county’s road system. An evaluation of the project under the Criteria of Effect finds that the project as proposed will have an effect on an identified historic resource but that such effect is ***not adverse***.

The project will have minimal if any visual impact on the historic character of the span. As a result, according to the criteria set forth in 36 CFR 800.5, the proposed project results in a ***Finding of No Adverse Effect***.

2.2.3.2 Mill City Pedestrian Historic Railroad Bridge

The Bridge is considered eligible for listing on the NRHP under Criterion A, for its association with the development of Mill City, and under Criterion C, for its design and technology.

The proposed rehabilitation and restoration project will replace the approach spans with compatibly designed new work in more durable materials, repair and restore the wrought iron span in-kind, and provide increased public safety with new bridge railings and lighting. An evaluation of the project under the Criteria of Adverse Effect finds that the project as proposed will have an effect on an identified historic resource but that such effect is ***not adverse***.

All work affects existing non-original elements generally in-kind and retains and restores the historic main wrought iron span, with minimal visual impact while maintaining and improving the function of the resource. As proposed, the project is largely in-kind and will have minimal impact on historic character of the historic main span. As a result, according to the criteria set forth in 36 CFR 800.5, the proposed project results in a ***Finding of No Adverse Effect***.

2.3 Description of Use and Impacts on Section 4(f) Properties

Table 4 summarizes the applicable FHWA thresholds and the project effects for temporary occupancy use and *de minimis* affects for the three categories of 4(f) resources.

Table 4. Summary of Project 4(f) Resource Effects

4(f) Resource Category	Applicable 4(f) conditions/criteria	Project 4(f) Effect
Park and recreational lands	Temporary occupancy use cond: 1. Short duration use (less than 180 days) 2. No ownership change 3. Minor work 4. No temp or perm adverse	No 4(f) use in temporary occupancy areas

	changes to activities, features, or attributes 5. Full restoration to prior or better condition 6. Official(s)' documented agreement with conditions Permanent Use-Condition Incorporation 1. Beneficial use 2. Located in public R/W 3. Official(s)' documented agreement with use	<i>de minimis</i> determination for Permanent Use-Condition Incorporation
Wildlife and waterfowl refuges	N/A	No 4(f) use
Historic sites	<i>de minimis</i> criteria: 1. Section 106 determination of no adverse effect or no historic properties affected with written SHPO and/or THPO concurrence	<i>de minimis</i> Section 106 findings:
First Ave Bridge	2. SHPO informed of <i>de minimis</i> impact determination intent based on SHPO's written Section 106 determination concurrence 3. Views of any Section 106 consulting parties considered	<i>Finding of no adverse effect</i>
Ped. Railroad Bridge		<i>Finding of no adverse effect</i>
Other Resources		No historic properties affected

2.3.1 Publicly Owned Park and Recreation Lands

The Mill City Downtown Restoration and Revitalization Project would have temporary occupancies in the five Section 4(f) park and recreation resources listed in Table 5, and two permanent ~~condition incorporation~~ uses: the widening of the Mill City Multi-use Path and the bus stop shelter in Mill City Falls Park. Table 5 indicates the approximate square footage of temporary and permanent impacts in each resource in the “Work Activities” column, and the anticipated timing of the work in the “Project Phase and Schedule” column.

Table 5. Project 4(f) Publicly Owned Park and Recreation Lands Uses

Park/Resource	4(f) Occupancy	Work Activities	Project Phase and Schedule
Memorial Wayside Park <i>Figures 3 and 4</i>	Temporary Occupancy of less than 60 <u>180</u> days	Install a connecting path and stripe parking spaces in existing paved parking area next to and just outside of park area, appx. 2,4900 sq ft. <i>No work or occupancy to occur in actual Ppark Aarea.</i>	Phase 3 (Mar-Nov 2021)
Mill City Multi-use Path – new sidewalk	Permanent condition incorporation <u>n</u>	a. Construct new sidewalk on east side of 5 th Avenue where none currently	Phase 2 (Feb-Nov 2021)

<u>installation & widening</u> <u>Figures 3 and 4</u> Mill City Multi-use Path – staging	<u>Temporary occupancy of less than 60 days</u>	exists, appx. 510 sq ft b. <u>Widen path 0 to 3 feet for standard 10-foot width, appx. 8,800 8,985 sq ft</u> Permanent: 200 sq ft of sidewalk	
	<u>Temporary occupancy of less than 180 days</u>	a. <u>Staging areas on Mill City property north and south of Multi-use Path, appx. 7,600- 8,870 sq ft</u> b. <u>Construction of sidewalk and widening of path to standard 10-foot width between Pedestrian Historic RR Bridge and SW Fifth Avenue: appx. 1,300 305 sq ft</u>	<u>Phase 2 (Feb-Nov 2021)</u>
	<u>Temporary Occupancy of less than 120 days</u>	a. <u>Locate storage and staging areas on Mill City property north and south of Multi-use Path: appx. 7,600 7,565 sq ft</u> b. <u>Construction of sidewalk and widening of path to standard 10-foot width between Pedestrian Historic RR Bridge and SW Fifth Avenue: appx. 1,400 305 sq ft</u>	<u>Phase 2 (Feb-Nov 2021)</u>
	<u>Temporary Occupancy of less than 180 days</u>	c. <u>Construct, store and stage equipment, appx. 700 sq ft</u>	<u>Phase 1 (May-Nov 2020)</u>
First Avenue Bridge <u>Figure 5</u>	<u>Temporary Occupancy of less than 120-180 days</u>	<u>Construct, store and stage equipment, appx. 2800 6,400 sq ft</u>	<u>Phase 1 (May-Nov 2020)</u>
Hammond Park <u>Figure 6</u>	<u>Temporary Occupancy of less than 120-180 days</u>	Store and stage equipment. Possibly This is only for access for construction crew foot traffic and light equipment to access to the substructure located within the right of way under the north side of the First Avenue Bridge, appx. 1,400 sq ft	<u>Phase 1 (May-Nov 2020)</u>
Mill City Falls Park – staging	<u>Temporary Occupancy of less than 120-180</u>	<u>Store and stage equipment, appx. 3,300 sq ft</u>	<u>Phase 1 (May-Nov 2020)</u>

<u>Figure 7</u>	days	<u>Construct a bus shelter adjacent (west) to the existing public restroom, appx. 2,400 sq ft</u>	<u>Phase 3 (Mar-Nov 2021)</u>
<u>Mill City Falls Park – Transit stop bus shelter</u> <u>Figure 7</u>	<u>Permanent condition incorporation</u> <u>Temporary occupancy of less than 120 180 days</u>	<u>Construct a transit stop bus shelter adjacent (west) to the existing public restroom, appx. 800 760 sq ft</u> <u>2310</u>	<u>Phase 3 (Mar-Nov 2021)</u>

Figures 3 through 7 show the specific locations of the temporary and permanent uses in the publicly owned park and recreation lands listed in Table 5.

2.3.1.1 Temporary Occupancies

The project temporary occupancies in the five resources would not result in temporary or permanent adverse changes, such as contour alterations, removal of mature trees and other vegetation, or disruption of facilities or activities on the property.

The project temporary occupancies meet all of the following conditions:

- The land use is of short duration (defined as less than the time needed for the construction of the project, or 180 days)—none of the parks would be occupied by the project for the duration of the project. All would occur within less than the temporary occupancy 180-day threshold, as listed in the “4(f) Occupancy” column in Table 5.
- There is no change in ownership of the land—the City of Mill City would continue to own the parks, the Multi-use Path right-of-way, and the Pedestrian Historic Railroad Bridge. Linn County owns the right-of-way for Broadway Street, First Avenue and the First Avenue Bridge.
- The scope of the work must be minor—the temporary occupancies are minor, as described in “Work Activities” in Table 5, and in Section 1, Description of Proposed Action..
- There are no temporary or permanent adverse changes to the activities, features, or attributes of the property—the project will enhance pedestrian and bicycle connectivity among the parks, the Multi-use Path, transit routes, and the pedestrian bridge. The project will have a beneficial impact to park and recreation resources.
- The land must be fully restored to a condition at least as good as prior to the project—this is a requirement of the project’s contract specifications. With the proposed improvements as indicated, the condition will be better than as prior to the project.
- There must be documented agreement from the official(s) with jurisdiction over the property with the above conditions—the City of Mill City agrees that the project meets the above conditions – This project was developed by the City of Mill City and Linn County. The design feature concepts were developed during the period between April 2019 to September 2019. A letter was provided by the Mayor of Mill City to confirm that the project’s concepts were agreed upon in August 2019. A final written agreement for each project will be obtained from Mill City as part of the final Plans, and Specifications or each component. This would primarily pertain to the improvement of the Multi-use Path and Pedestrian Historic Railroad Bridge, and the bus stop shelter since Broadway Street, First Avenue and the First Avenue Bridge are within Linn County Right of Way and ownership. After FHWA review of this draft 4(f) evaluation, the City of Mill City will issue a letter stating that it agrees with the project 4(f) Temporary Occupancy and *de minimis* conditions.

January 9, 2020

Mayor Tim Kirsch
City of Mill City
PO Box 256
Mill City, Oregon 97360

SUBJECT: Section 4(f) *de minimis* finding for Publicly Owned Park and Recreation Lands
 Mill City Revitalization Project
 City of Mill City, Linn and Marion Counties
 Project Key #:21457
 Federal Aid #:693JJ31940009

Dear Mayor Kirsch,

The purpose of this letter is to request concurrence from the City of Mill City with the Federal Highway Administration's Section 4(f) *de minimis* impact finding for the Mill City Revitalization Project.

the Mill City Revitalization Project requires federal approvals, and therefore, Linn County is tasked with the responsibility for ensuring that the project complies with federal regulations. Among them, Linn County must ensure that the project satisfies Section 4(f) of the U.S. Department of Transportation Act of 1966. Therefore, Linn County is seeking written concurrence from the City of Mill City to confirm that the Mill City Revitalization Project will have Section 4(f) *de minimis* impact to the Mill City Multi-use Path and to Mill City Falls Park, as defined in Code of Federal Regulation 23 CFR 744.17, as those that do not "adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f)."

A *de minimis* impact finding is based on the degree or level of impacts to a Section 4(f) property, including any avoidance, minimization, or mitigation or enhancement measures that are included in the project to address the Section 4(f) use. The evaluation takes into account the expected positive effects of any measure included in a project to mitigate the adverse effects in a park, recreation area, or refuge when determining whether the impact to the resource is *de minimis*. The following information provides justification for a *de minimis* impact for the Mill City Revitalization Project.

The Mill City Revitalization Project includes three components: The first component includes the rehabilitation of the North Santiam River/ First Avenue Bridge, a rural major collector on a designated freight route near Mill City, Oregon. This includes making structural repairs, replacement of the sidewalk and bridge rail and painting the bridge. The bridge presently has a weight limit, which could be removed to support legal truckloads. The second component includes the rehabilitation of the Pedestrian Historic Railroad Bridge (formerly the Mill City Southern Pacific Railroad Bridge). This will include replacing timber substructure consisting of creosoted timbers with square steel columns that will have a rust finish to simulate a timber beam. It also includes replacement of a deteriorated timber deck with reinforced concrete with a stamp to simulate a railroad track. Timber rail will be replaced with a black pedestrian rail that meets safety requirements and the bridge will also be painted. The third component includes the completion of a system of improvements in Mill City, including reconstruction of a segment of Broadway Street from First Avenue to Fifth Avenue to provide an improved sidewalk, parking, and stormwater collection and treatment. The pavement beyond Fifth Avenue and beyond First Avenue will be repaved with some pedestrian crossing improvements. A bus shelter will be added next to Wall Street and next to the public restroom. The Multi-use pedestrian and bike path from Fifth Avenue to the Pedestrian Bridge will be improved by widening it so it will be 10 feet wide the entire distance. The project will enhance

pedestrian safety by improving sidewalk and crosswalk designs. New lighting will also be added on Broadway Street, the pedestrian bridge and the Multi-use Path. As such it is intended to enhance critical infrastructure to access the economic center of the city.

All of the project temporary (construction) activities in publicly owned park and recreation lands (Memorial Wayside Park, Mill City Multi-use Path, First Avenue Bridge, Hammond Park, Mill City Falls Park, and Mill City Falls Park) meet the conditions for the 4(f) Temporary Occupancy Use Conditions listed, and are therefore not considered Section 4(f) uses.

The project includes permanent activities in two publicly owned park and recreation lands: the Mill City Multi-use Path and Mill City Falls Park. The Permanent Incorporation of the Mill City Multi-use Path is the widening to 10 feet between the Pedestrian Historic Railroad Bridge and SW Fifth Avenue. The Permanent Incorporation of Mill City Falls Park is the construction of a transit shelter adjacent (west) to the existing public restroom. The project activities meet the conditions for the 4(f) Permanent Incorporation. Therefore, the project would have a *de minimis* impact on two areas.

The 4(f) evaluation report for the project (David Evans and Associates, Inc. 2019) contains detailed findings.

Please indicate in the signature box below the concurrence from the City of Mill City with the finding that the Mill City Revitalization Project will have a Section 4(f) *de minimis* impact to the Mill City Multi-use Path and Mill City Falls Park, and return the signed letter to me.

Please contact me if you require additional information or if you have any concerns about this project. Thank you for your consideration of this approval.

Sincerely,

Chuck Knoll
Linn County Engineer, Linn County Road Department

The City of Mill City, as owner of the Mill City Multi-use Path and Mills City Falls Park, consistent with 23 CFR 774.5, will have a *de minimis* impact to the Mills City Multi-use Path and Mill City Falls Park as defined in 23 CFR 774.17.

CONCUR: NO ADVERSE EFFECT

DETERMINATION OF *DE MINIMIS* IMPACT UNDER SECTION 4(f) GUIDELINES

NAME: _____

DATE: _____

City of Mill City Official

Title

January 7, 2020



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

Tim Kirsch, Mayor
City of Mill City
444 S. First Avenue
Post Office Box 256
Mill City, Oregon 97360

Re: Request for Permission for Temporary Access to City Parks and City Right of Way
for Completion of Construction

Project Name: Mill City Downtown Revitalization Project

Mayor Tim Kirsch,

Linn County Road Department is in the process of obtaining approval from the Federal Highway Administration (FHWA) for the construction of the Mill City Downtown Revitalization Project. One component of this project consists of providing right of way certification. This provides certification by Linn County who is delivering this project as a Certified Agency that all work will be staged and constructed within the right of way or on property that has been approved for this purpose. Any access through or staging area or construction outside of the right of way will require a written easement agreement.

The Mill City Downtown Revitalization Project consists of a four components:

- Rehabilitation of the First Avenue Bridge crossing the North Santiam River. It is presently scheduled for construction to occur from May 2020 to November 15 2020.
- Rehabilitation of the Historic Railroad Pedestrian Bridge. It is presently scheduled for construction to occur from March, 2021 to November 15 2021.
- Reconstruction of Broadway Street which will also include the improvement of Fifth Avenue by adding a sidewalk, widening the multiuse path between the pedestrian bridge and Fifth Avenue to ten feet, pavement overlay of portions of First Avenue, Wall Street and Broadway Street, and intersections with Broadway Street. It is presently scheduled for construction to occur from March, 2021 to November 15, 2021.
- Construction of a shelter on the west side of the public restroom for the bus stop on Wall Street. It is presently scheduled for construction to occur from March, 2021 to November, 2021.

Each of these components will require access to City streets and right of way as well as City property to be able to complete these improvements.

No additional right of way or property outside of the Linn County right of way, Mill City right of way or Mill City property will be required for the completion of this project. Since this project is being completed for both the benefit of the Mill City and Linn County, a temporary construction easement is not required.

However, with the intent of delivering the project cost effectively and also to minimize any undefined conflicts, a Right of Entry has been developed for each project component to provide clarification and written confirmation from Mill City for access, staging and construction within and using Mill City right of way and properties. It is requested that Mill City review and approve each Right of Entry for each component. The project will be constructed in compliance with each Right of Entry.

We require the signed approval of each Right of Entry as soon as possible since this is a component of obtaining approval from FHWA. Without this Right of Entry the project will not be able to proceed.

Linn County presently has completed the following for the Mill City Revitalization Project to obtain this FHWA approval:

- Completion of conceptual design for all project components
- Completion of 60+% design for the First Avenue Bridge and Broadway Street components.
- Completing a topographical and right of way survey
- Development and completing reports to obtain environmental permits

Enclosed with this letter is four right of entry forms, one for each project component, for permission to enter onto the city's right of way and Mill City properties for access, staging and construction. Signing and returning this form will allow Linn County to be able to obtain approval from FHWA to proceed with construction of this project once the design is completed. Separate approval of the final design will also be necessary.

If you have any questions regarding this project, please contact Chuck Knoll, PE, Linn County Engineer at (541) 967 3919. You may also contact Daineal Malone, PE, Road Design Project Engineer, and Kevin Groom, Bridge Design Project Engineer.

We appreciate your time and consideration in completing the Right of Entry forms and returning them promptly.

Sincerely,



Chuck Knoll, PE
Linn County Engineer

Attached: Four Right of Entry Forms for Components of the
Mill City Downtown Revitalization Project with Exhibits

- Rehabilitation of First Avenue North Santiam River Bridge
- Rehabilitation of Historic Railroad Pedestrian Bridge
- Construction of Shelter for Bus Stop on Wall Street
- Reconstruction of Broadway Street which includes other street and path improvements

RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Project Name: Mill City Downtown Revitalization Project

Project Component: Rehabilitation of First Avenue North Santiam River Bridge

Location(s):

- a) City right of way on First Avenue located from the center of the North Santiam River extending about 220 feet to the Oregon Department of Transportation Right of Way (just south and next to the sidewalk crossing)
- b) City right of way on Wall Street located from the middle of First Avenue going east for 160 feet
- c) City property located south of the right of way on Wall Street and up to 50 feet south of the right of way for a distance of up to 250 feet east of the First Avenue Right of Way
- d) The maintenance shop with its entrance located about 40 feet south of the right of way on Wall Street and about 120 feet east of the First Avenue Right of Way.
- e) The gravel access trail in Hammond Park for access by construction workers and light equipment.

Grantor: City of Mill City

Grantee: Linn County

The City of Mill City, GRANTOR, convey(s) for temporary construction easement and right of entry for purposes of construction to Linn County, a political subdivision of the State of Oregon, GRANTEE, the above listed locations and described right of way and properties.

In order for the Linn County Road Department to provide staging of equipment and materials for the construction of the rehabilitation of the First Avenue North Santiam River Bridge, the undersigned, Mill City, does hereby grant Linn County, the Federal Highway Administration, and the Oregon Department of Transportation by and through their Road Department, their employees, agents, or contractors, the right to enter on the above described right of way and properties.

With the right of ingress and egress to, over, and from the above described right of way and properties and the right, authority and privilege to contract for and oversee construction, Linn County will use the right of way and land located on city property as follows: Staging of materials and construction equipment to complete construction of the rehabilitation of the First Avenue Bridge.

The following conditions will apply to this Right of Entry:

- 1) The effective date of this agreement is January 15, 2020 and it will terminate on December 15, 2020.
- 2) Linn County (including its employees, agents or contractors), may enter upon said City Right of Way and City Property for the purpose of bridge construction and road improvements. Notice shall be given to Stacie Cook, City Recorder, fourteen days prior to the initial startup of work.
- 3) The First Avenue Bridge May be closed from June 13, 2020 to September 4, 2020. This includes closure of the intersection of Wall Street and First Avenue.
- 4) The First Avenue Bridge May be restricted to a single lane of traffic from April 13, 2020 to November 20, 2020.

- 5) The multiuse path, Railroad Pedestrian Bridge, and sidewalk located north of the pedestrian bridge will remain open to bicycle and pedestrian traffic at all times during the project.
- 6) Upon completion of Linn County’s work, Linn County shall restore the surface equal to or better than the condition that existed prior to start of construction.
- 7) Linn County’s contractor will provide Mill City with a Certificate of Insurance for general liability with a minimum of \$2,000,000 (Two Million Dollars) for each occurrence. Mill City shall be named as additionally insured on the Certificate of Insurance and Linn County shall provide the contractor certificate to Mill City prior to commencement of any work onsite.
- 8) Linn County shall indemnify Mill City, its employees and agents, from and against any and all liability, damages, losses, claims, demands, liens, actions and costs, including reasonable attorneys’ fees and expenses resulting from death or injury to any person or damages or loss to any property, caused by Linn County, its employees, agents, contractors, subcontractors, or any person for whom Linn County is responsible at law, arising out of Linn County’s performance or nonperformance of its obligations under this agreement.
- 9) Linn County is responsible for receiving all required Local, State and Federal permits necessary for this work

It is agreed that land entered upon will be left in its prior condition as near as practicable, except for changes described above. Linn County will be responsible for any damage caused by any other activities permitted herein.

Prepared by:

Charles Knoll, PE, Linn County Engineer

(Signature)

Date

Approval by:

Tim Kirsch, Mayor, City of Mill City

(Signature)

Date

Note: Please return by mail in envelope addressed to: Chuck Knoll, Linn County Engineer, Linn County Road Department, 3010 Ferry Street, S.W., Albany, Oregon 97322

RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Project Name: Mill City Downtown Revitalization Project

Project Component: Rehabilitation of Historic Railroad Pedestrian Bridge

Location(s):

- a) City right of way on First Avenue located from the center of the North Santiam River extending about 220 feet to the Oregon Department of Transportation Right of Way (just south and next to the sidewalk crossing)
- b) City right of way on Wall Street located from the middle of First Avenue going east for 160 feet
- c) City property located south of the right of way on Wall Street and up to 50 feet south of the right of way for a distance of up to 250 feet east of the First Avenue Right of Way
- d) The maintenance shop with its entrance located about 40 feet south of the right of way on Wall Street and about 120 feet east of the First Avenue Right of Way.
- e) The gravel access trail in Hammond Park for access by construction workers and light equipment.
- f) The Pedestrian Bridge and Multiuse Path and 60 foot right of way Extending from Fifth Avenue to First Avenue
- g) Fifth Avenue north of Broadway Street
- h) The Mill City Property Located on Tax Lot 100 of T09S R03E Section 30DD
- i) Third Avenue located north of SW Broadway Street.

Grantor: City of Mill City

Grantee: Linn County

The City of Mill City, GRANTOR, convey(s) for temporary construction easement and right of entry for purposes of construction to Linn County, a political subdivision of the State of Oregon, GRANTEE, the above listed locations and described property.

In order for the Linn County Road Department to provide staging of equipment and materials for the construction of the rehabilitation of the Historic Railroad Pedestrian Bridge, the undersigned, Mill City, does hereby grant Linn County, the Federal Highway Administration, and the Oregon Department of Transportation by and through its Road Department, their employees, agents, or contractors, the right to enter on the above described properties and right of way.

With the right of ingress and egress to, over, and from the above described right of way and properties and the right, authority and privilege to contract for and oversee construction, Linn County will use the land located within the right of way and city property as follows: Staging of materials and construction equipment to complete construction of the rehabilitation of the Historic Railroad Pedestrian Bridge.

The following conditions will apply to this Right of Entry:

- 1) The effective date of this agreement is January 15, 2021 and it will terminate on December 15, 2021.
- 2) Linn County (including its employees, agents or contractors), may enter upon said City Right of Way and City Property for the purpose of bridge construction and road improvements. Notice shall be given to Stacie Cook, City Recorder, fourteen days prior to the initial startup of work.
- 3) The Historic Railroad Pedestrian Bridge and multiuse path may be closed from March 12, 2021 to November 19, 2021.
- 4) The First Avenue Bridge may be restricted to a single lane of traffic from March 12, 2021 to November 19, 2021.
- 5) The First Avenue Bridge and sidewalk will remain open to bicycle and pedestrian traffic at all times during the project for crossing the North Santiam River. Traffic control will be provided as necessary by the contractor and as approved by Linn County.
- 6) Upon completion of Linn County’s work, Linn County shall restore the paved surface of the approaches and staging area to a condition equal to or better than what existed prior to the start of construction or as specified in the engineering design.
- 7) Linn County’s contractor will provide Mill City with a Certificate of Insurance for general liability with a minimum of \$2,000,000 (Two Million Dollars) for each occurrence. Mill City shall be named as additionally insured on the Certificate of Insurance and Linn County shall provide the contractor certificate to Mill City prior to commencement of any work onsite.
- 8) Linn County shall indemnify Mill City, its employees and agents, from and against any and all liability, damages, losses, claims, demands, liens, actions and costs, including reasonable attorneys’ fees and expenses resulting from death or injury to any person or damages or loss to any property, caused by Linn County, its employees, agents, contractors, subcontractors, or any person for whom Linn County is responsible at law, arising out of Linn County’s performance or nonperformance of its obligations under this agreement.
- 9) Linn County is responsible for receiving all required Local, State and Federal permits necessary for this work

It is agreed that land entered upon will be left in its prior condition as near as practicable, except for changes described above. Linn County will be responsible for any damage caused by any other activities permitted herein.

Prepared by:

Charles Knoll, PE, Linn County Engineer

(Signature)

Date

Approval by:

Tim Kirsch, Mayor, City of Mill City

(Signature)

Date

Note: Please return by mail in envelope addressed to: Chuck Knoll, Linn County Engineer, Linn County Road Department, 3010 Ferry Street, S.W., Albany, Oregon 97322

RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Project Name: Mill City Downtown Revitalization Project

Project Component: Construction of Shelter for Bus Stop on Wall Street

Location(s):

- a) City property located south of the right of way on Wall Street and up to 50 feet south of the right of way for a distance of up to 250 feet east of the First Avenue Right of Way
- b) The maintenance shop with its entrance located about 40 feet south of the right of way on Wall Street and about 120 feet east of the First Avenue Right of Way.

Grantor: City of Mill City

Grantee: Linn County

The City of Mill City, GRANTOR, convey(s) for temporary construction easement and right of entry for purposes of construction to Linn County, a political subdivision of the State of Oregon, GRANTEE, the above listed locations and described property.

In order for the Linn County Road Department to provide staging of equipment and materials for the construction of the new Shelter for the Bus Stop on Wall Street, the undersigned, Mill City, does hereby grant Linn County, the Federal Highway Administration, and the Oregon Department of Transportation by and through its Road Department, their employees, agents, or contractors, the right to enter on the above described properties and right of way.

With the right of ingress and egress to, over, and from the above described right of way and properties and the right, authority and privilege to contract for and oversee construction, Linn County will use the land located within the right of way and city property as follows: Staging of materials and construction equipment and complete construction of the Shelter for the Bus Stop on Wall Street

The following conditions will apply to this Right of Entry:

- 1) The effective date of this agreement is January 15, 2021 and it will terminate on December 15, 2021.
- 2) Linn County (including its employees, agents or contractors), may enter upon said City Right of Way and City Property for the purpose of bridge construction and road improvements. Notice shall be given to Stacie Cook, City Recorder, fourteen days prior to the initial startup of work.
- 3) Upon completion of Linn County's work, Linn County shall restore the paved surface to a condition equal to or better than what existed prior to start of construction or as specified in the engineering design.
- 4) Linn County's contractor will provide Mill City with a Certificate of Insurance for general liability with a minimum of \$2,000,000 (Two Million Dollars) for each occurrence. Mill City shall be named as additionally insured on the Certificate of Insurance and Linn County shall provide the contractor certificate to Mill City prior to commencement of any work onsite.

- 5) Linn County shall indemnify Mill City, its employees and agents, from and against any and all liability, damages, losses, claims, demands, liens, actions and costs, including reasonable attorneys’ fees and expenses resulting from death or injury to any person or damages or loss to any property, caused by Linn County, its employees, agents, contractors, subcontractors, or any person for whom Linn County is responsible at law, arising out of Linn County’s performance or nonperformance of its obligations under this agreement.
- 6) Linn County is responsible for receiving all required Local, State and Federal permits necessary for this work

It is agreed that land entered upon will be left in its prior condition as near as practicable, except for changes described above. Linn County will be responsible for any damage caused by any other activities permitted herein.

Prepared by:

_____	_____	_____
Charles Knoll, PE, Linn County Engineer	(Signature)	Date

Approval by:

_____	_____	_____
Tim Kirsch, Mayor, City of Mill City	(Signature)	Date

Note: Please return by mail in envelope addressed to: Chuck Knoll, Linn County Engineer, Linn County Road Department, 3010 Ferry Street, S.W., Albany, Oregon 97322

RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Project Name: Mill City Downtown Revitalization Project

Project Component: Reconstruction of Broadway Street which will also include the improvement of Fifth Avenue by adding a sidewalk, widening the multiuse path between the pedestrian bridge and Fifth Avenue to ten feet, pavement overlay of portions of First Avenue, Wall Street and Broadway Street, and intersections with Broadway Street and other sidewalk improvements. It is presently scheduled for construction to occur from May, 2021 to November 15, 2021.

Location(s):

- a) City right of way on First Avenue located from the center of the North Santiam River extending about 220 feet to the Oregon Department of Transportation Right of Way (just south and next to the sidewalk crossing)
- b) City right of way on Wall Street located from the middle of First Avenue going east for 160 feet
- c) City property located south of the right of way on Wall Street and up to 50 feet south of the right of way for a distance of up to 250 feet east of the First Avenue Right of Way
- d) The Multiuse Path and 60 foot right of way extending from Fifth Avenue to the Pedestrian Bridge.
- e) Fifth Avenue north of Broadway Street
- f) The intersections and transition areas within Broadway Street and going to SW Cedar Street for First Avenue, Second Avenue, Third Avenue, Fourth Avenue, and Fifth Avenue.
- g) Use of SW Cedar Street and First Avenue for Detour around the reconstruction of Broadway Street from First Avenue to Fifth Avenue.

Grantor: City of Mill City

Grantee: Linn County

The City of Mill City, GRANTOR, convey(s) for temporary construction easement and right of entry for purposes of construction to Linn County, a political subdivision of the State of Oregon, GRANTEE, the above listed locations and described property.

In order for the Linn County Road Department to provide staging of equipment and materials for the construction of the improvements to Broadway Street, Fifth Avenue, the Multiuse Path and First Avenue and other pavement preservation and other sidewalk improvements, the undersigned, Mill City, does hereby grant Linn County, the Federal Highway Administration, and the Oregon Department of Transportation by and through its Road Department, their employees, agents, or contractors, the right to enter on the above described right of way and properties.

With the right of ingress and egress to, over, and from the above described right of way and properties and the right, authority and privilege to contract for and oversee construction, Linn County will use the

land located within the Mill City right of Way and Mill City property as follows: Staging of materials and construction equipment and complete construction of noted improvements as funded by the Mill City Downtown Revitalization Project.

The following conditions will apply to this Right of Entry:

- 1) The effective date of this agreement is January 15, 2021 and it will terminate on December 15, 2021.
- 2) Linn County (including its employees, agents or contractors), may enter upon said City Right of Way and City Property for the purpose of road and multiuse path improvements. Notice shall be given to Stacie Cook, City Recorder, fourteen days prior to the initial startup of work.
- 3) Portions of Broadway Street between First Avenue to Sixth Avenue and the multiuse path may be temporary closed from March 12, 2021 to November 19, 2021.
- 4) Portions of intersections of Broadway Street with First Avenue, Second Avenue, Third Avenue, Fourth Avenue, Fifth Avenue and Sixth Avenue may be temporary closed from March 12, 2021 to November 19, 2021.
- 5) Passage of vehicles and trucks will be provided at all times from the intersection of Broadway Street with First Avenue to the intersection of Fifth Avenue with Broadway Street by using SW Cedar Street to keep traffic open for passage on Broadway Street.
- 6) The First Avenue Bridge and sidewalk will remain open to bicycle and pedestrian traffic at all times during the project for crossing the North Santiam River. Traffic control will be provided as necessary by the contractor and as approved by Linn County.
- 7) Upon completion of Linn County's work, Linn County shall restore the surface to a condition that existed prior to start of construction or as specified in the engineering design.
- 8) Linn County's contractor will provide Mill City with a Certificate of Insurance for general liability with a minimum of \$2,000,000 (Two Million Dollars) for each occurrence. Mill City shall be named as additionally insured on the Certificate of Insurance and Linn County shall provide the contractor certificate to Mill City prior to commencement of any work onsite.
- 9) Linn County shall indemnify Mill City, its employees and agents, from and against any and all liability, damages, losses, claims, demands, liens, actions and costs, including reasonable attorneys' fees and expenses resulting from death or injury to any person or damages or loss to any property, caused by Linn County, its employees, agents, contractors, subcontractors, or any person for whom Linn County is responsible at law, arising out of Linn County's performance or nonperformance of its obligations under this agreement.
- 10) Linn County is responsible for receiving all required Local, State and Federal permits necessary for this work

It is agreed that land entered upon will be left in its prior condition as near as practicable, except for changes described above. Linn County will be responsible for any damage caused by any other activities permitted herein.

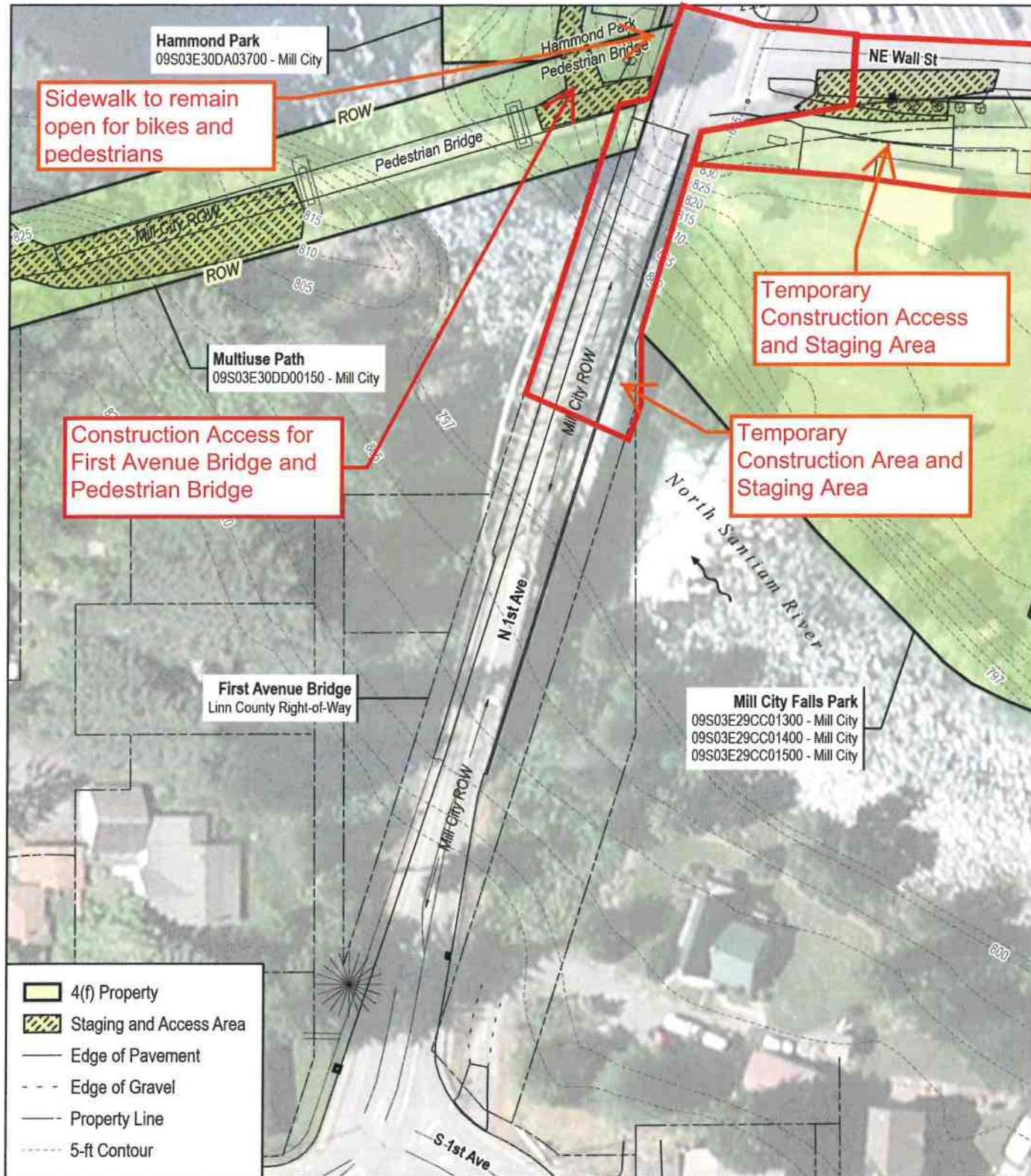
Prepared by:

_____	_____	_____
Charles Knoll, PE, Linn County Engineer	(Signature)	Date

Approval by:

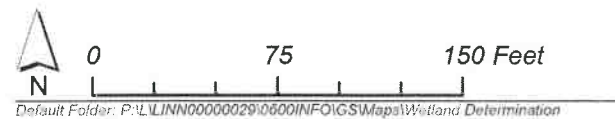
_____	_____	_____
Tim Kirsch, Mayor, City of Mill City	(Signature)	Date

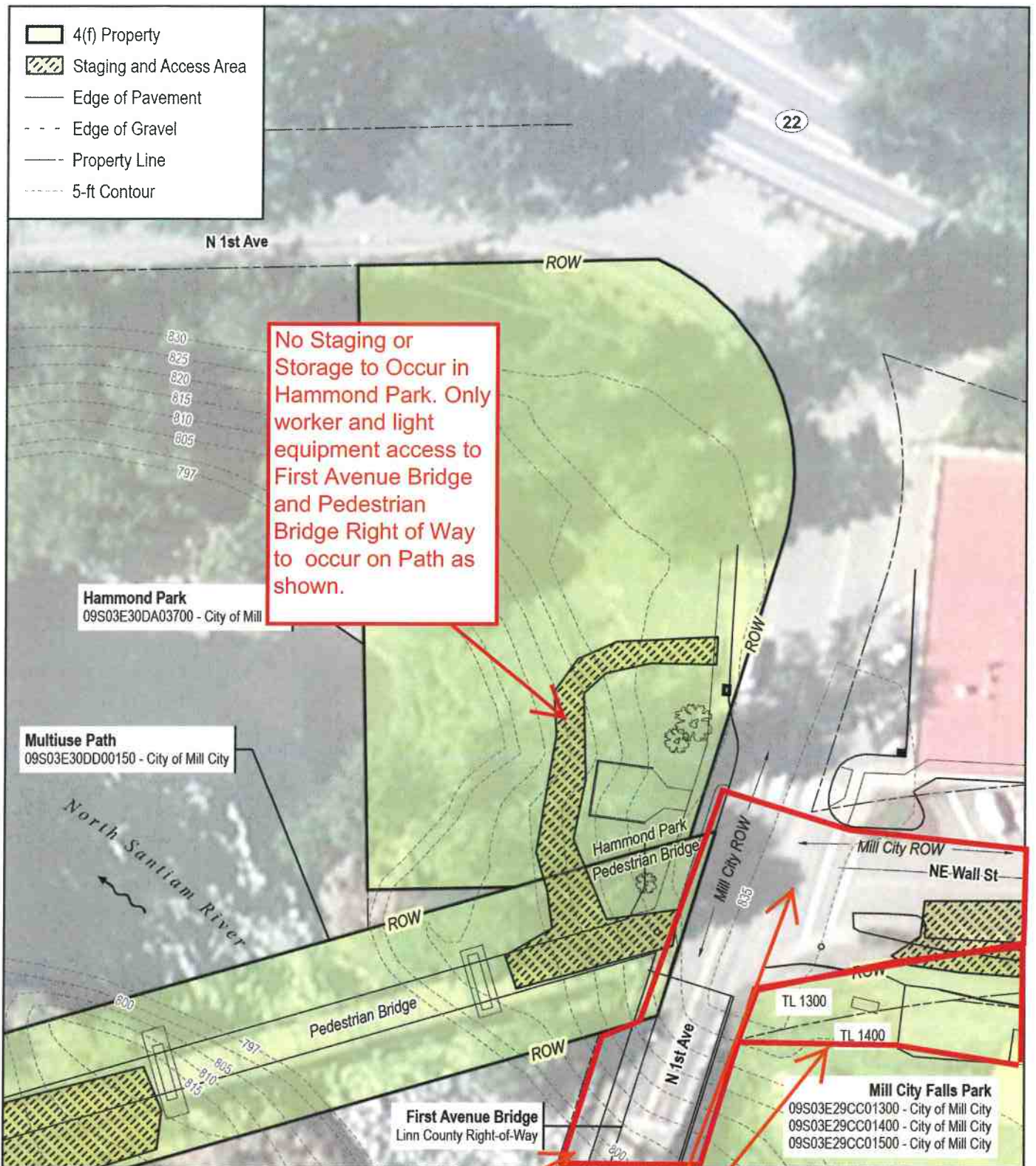
Note: Please return by mail in envelope addressed to: Chuck Knoll, Linn County Engineer, Linn County Road Department, 3010 Ferry Street, S.W., Albany, Oregon 97322



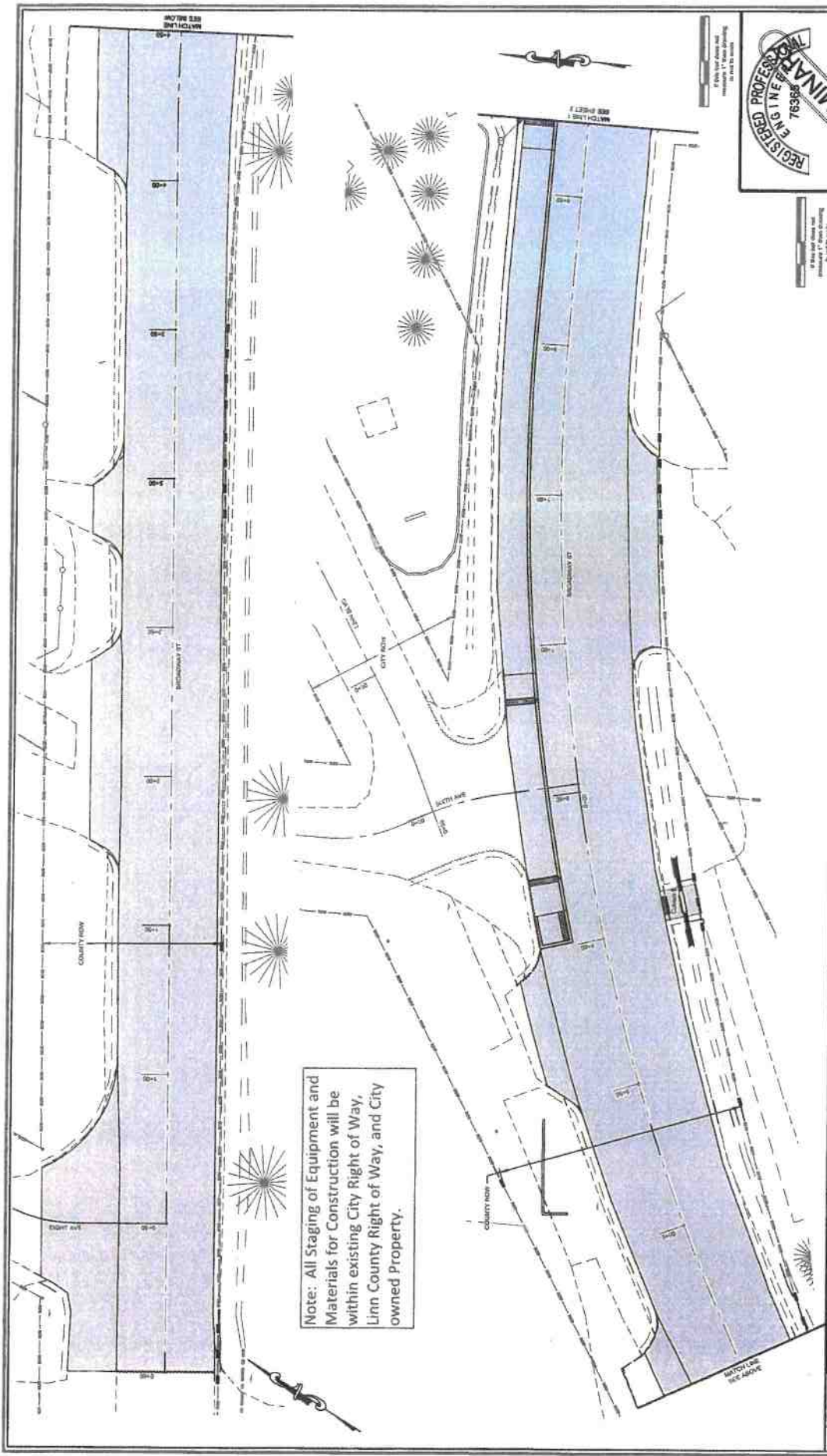
ESRI, ArcGIS Online, World Imagery (Clarity).
Linn County, Oregon.

MILL CITY DOWNTOWN REVITALIZATION PROJECT CONSTRUCTION EQUIPMENT AND MATERIALS STAGING AND ACCESS AREA(S)





**MILL CITY DOWNTOWN
REVITALIZATION PROJECT
CONSTRUCTION EQUIPMENT
AND MATERIALS STAGING
AND ACCESS AREA(S)**



Note: All Staging of Equipment and Materials for Construction will be within existing City Right of Way, Linn County Right of Way, and City owned Property.



LINN COUNTY
ROAD DEPARTMENT
JERRY DORRIS, DISTRICT MANAGER
JERRY DORRIS, DISTRICT MANAGER
JERRY DORRIS, DISTRICT MANAGER
JERRY DORRIS, DISTRICT MANAGER

COUNTY COMMISSION
ROGER NYQUIST, CHAIRMAN
JOHN LINDESEY
WILLIAM TUCKER

ROADMASTER
DARRYL LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

REVISIONS

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY

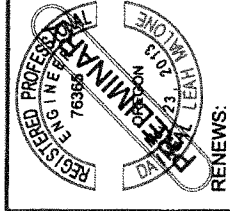
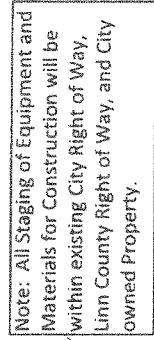
ROAD AND CONSTRUCTION
PROJECT NO. 0700000
DESIGNED BY: J. A. JENSEN
CHECKED BY: J. A. JENSEN
DATE: 10/1/00

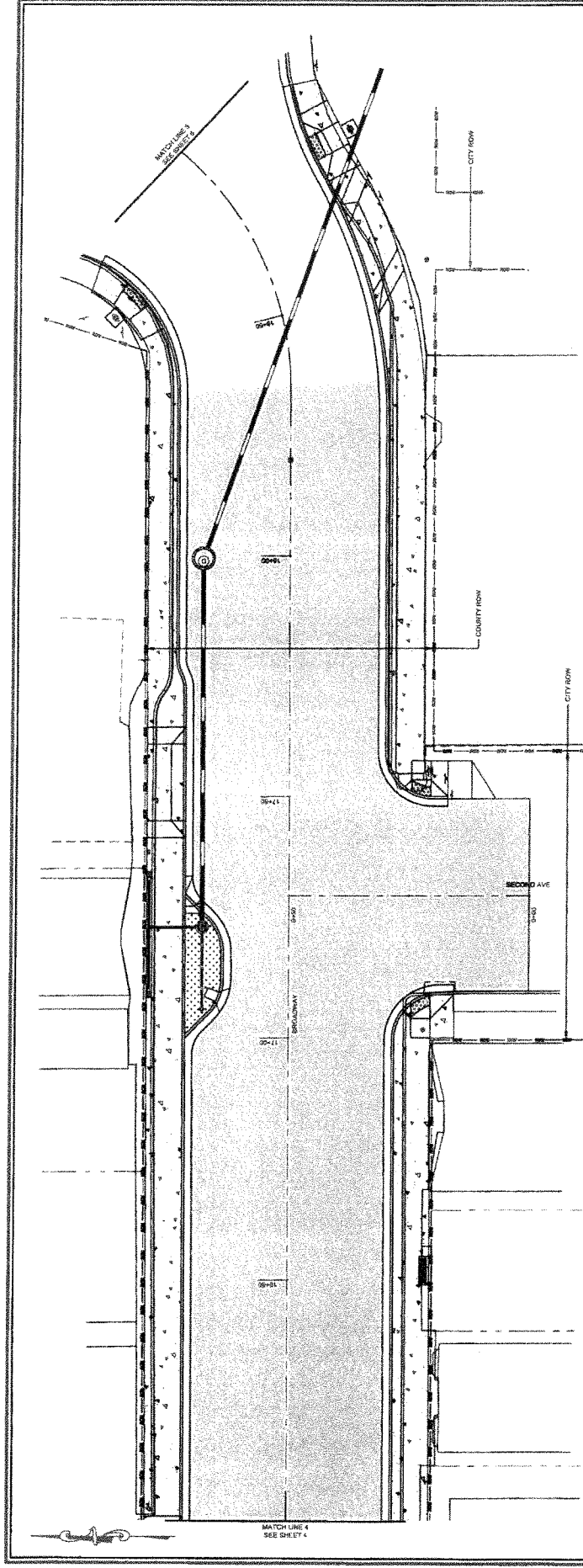
PLAN SHEET
BROADWAY
STA. 0+00 TO STA. 0+75
SCALE: 1" = 30'

**MILL CITY DOWNTOWN
REVITALIZATION PROJECT**
BROADWAY STREET
LINN COUNTY
MONTH YEAR

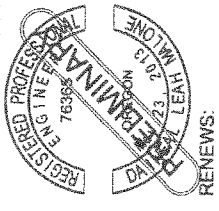
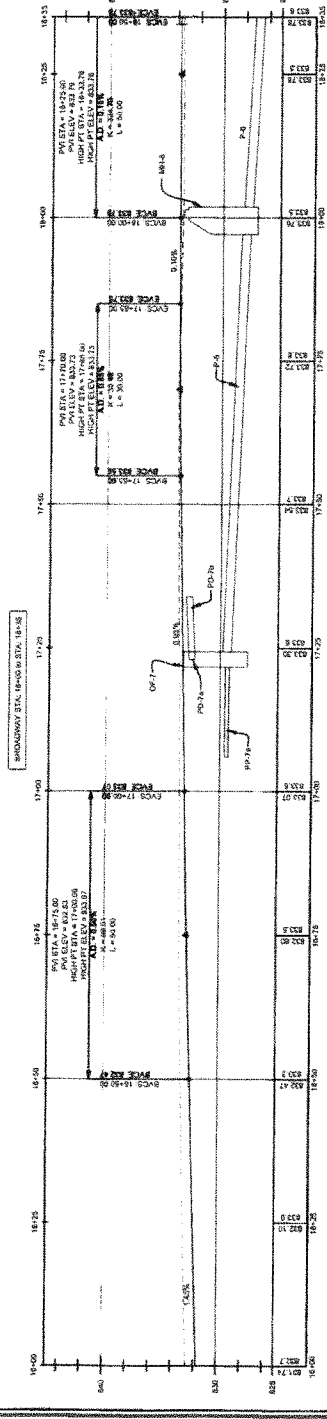
REGISTERED PROFESSIONAL ENGINEER
DAVID LEAH MATONE
76386
RENEWALS:

SHEET 1





Note: All Staging of Equipment and Materials for Construction will be within existing City Right of Way, Linn County Right of Way, and City owned Property.

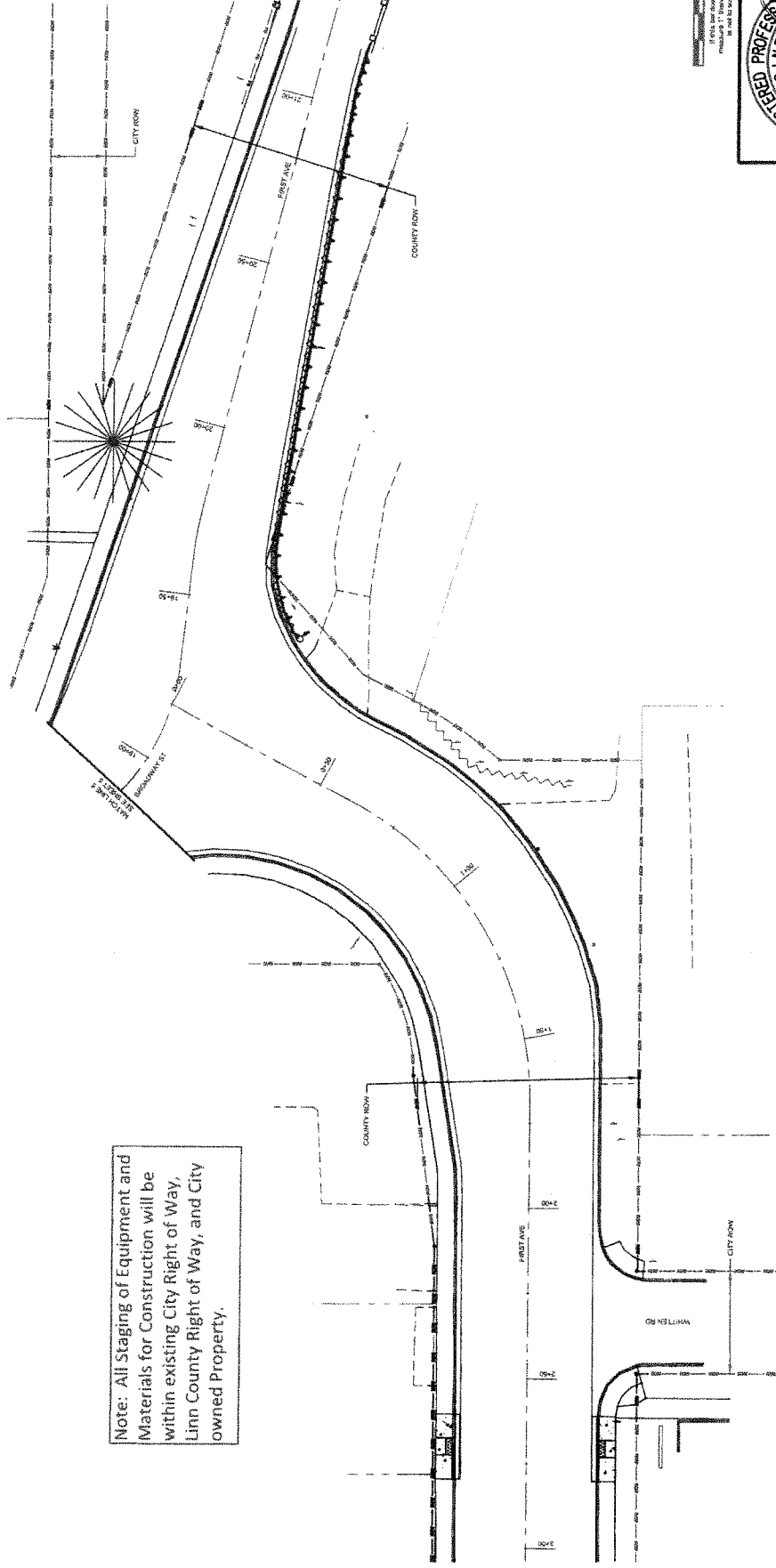


	LINN COUNTY ROAD DEPARTMENT 301 NEW STREET NW ALBANY, OREGON 97321 PHONE: (503) 887-2819 FAX: (503) 887-2718	COUNTY COMMISSION ROGER NYQUIST CHAIRMAN JOHN LINDSEY WILLIAM TUCKER	ROADMASTER DARRIN L. LAKE, P.E. COUNTY ENGINEER CHARLES R. KNOLL, P.E.	DATE	REVISION	BY	ROAD NO.	CROSS	DATE: 12/28/2019	MILL CITY DOWNTOWN REVITALIZATION PROJECT BROADWAY STREET	LINN COUNTY MONTH YEAR	SHEET 5
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Horizontal Curve Data
Stationing 1" = 200 feet
Vertical Curve Data
Stationing 1" = 100 feet



Note: All Staging of Equipment and Materials for Construction will be within existing City Right of Way, Linn County Right of Way, and City owned Property.



**LINN COUNTY
ROAD DEPARTMENT**
300 SOUTH STREET SW
JACKSON, IA 50131
PHONE: (515) 241-2000
FAX: (515) 241-2001
WWW.LINN-COUNTY.IA.GOV

COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

ROADMASTER
DARRIN LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:

REVISION:

BY:

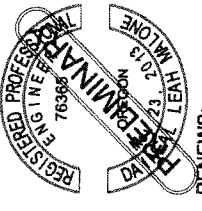
PROJECT NO.: 01710219
PREL. TO BASE SEC. NO. W. M.
DESIGNED BY: E. Malone
DRAWN BY: E. Malone

DATE: 12/15/2019
CHECKED BY: J.A.
REVIEWED BY: J.A.

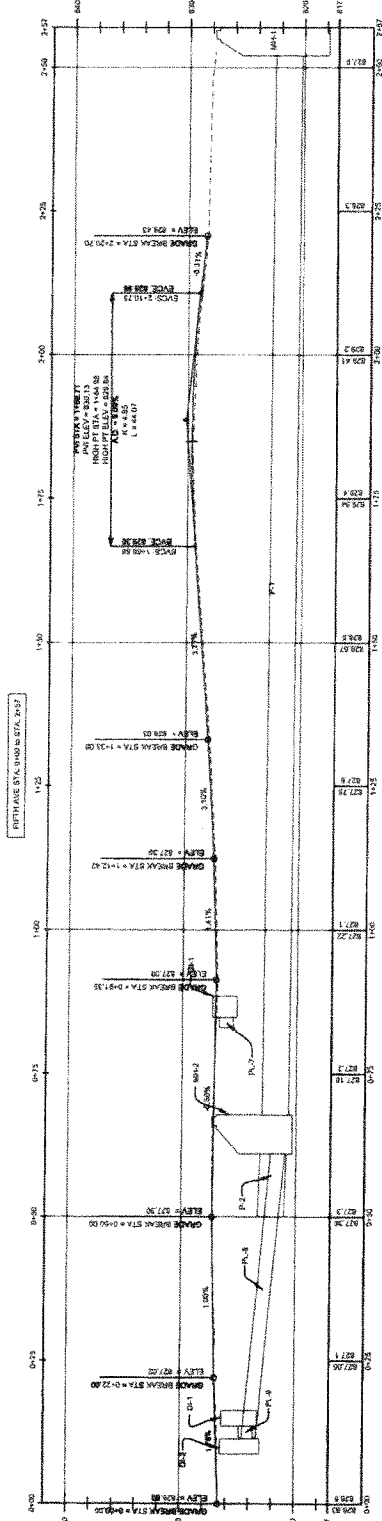
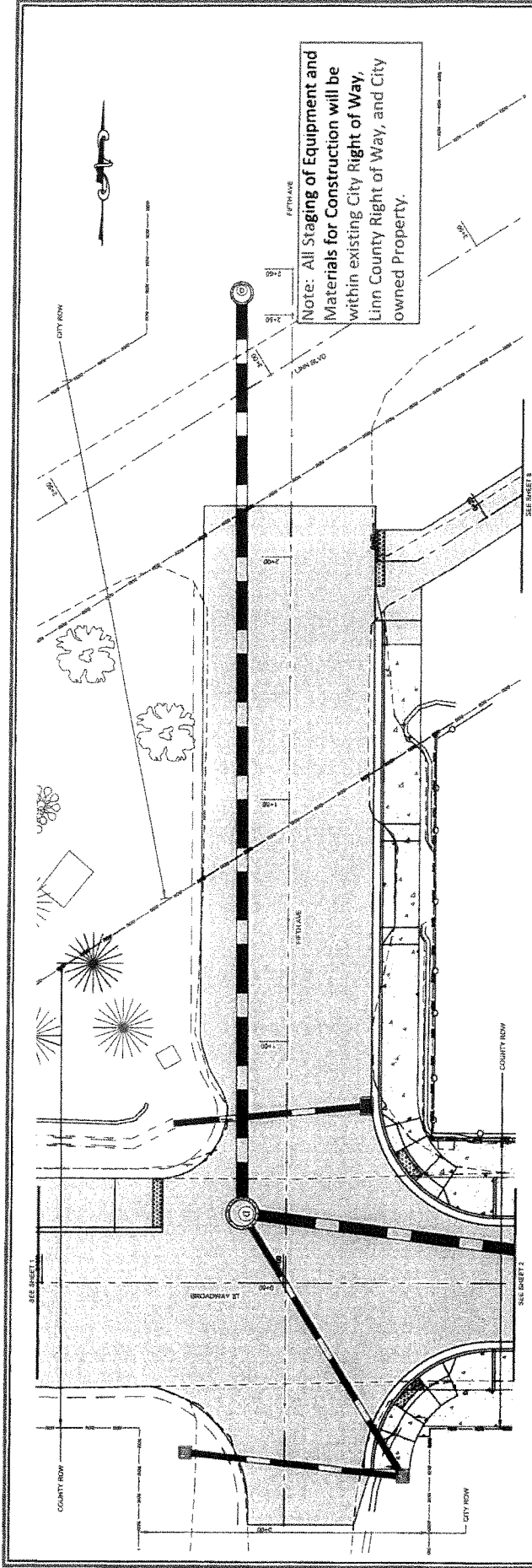
**MILL CITY DOWNTOWN
REVITALIZATION PROJECT**
BROADWAY STREET
LINN COUNTY
MONTH YEAR


PLAN SHEET
BROADWAY STREET
STA. 18+00 TO STA. 21+18 AND
1ST AVE
STA. 0+00 TO STA. 2+00
SCALE: 1" = 30'

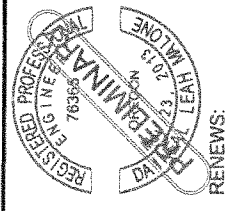
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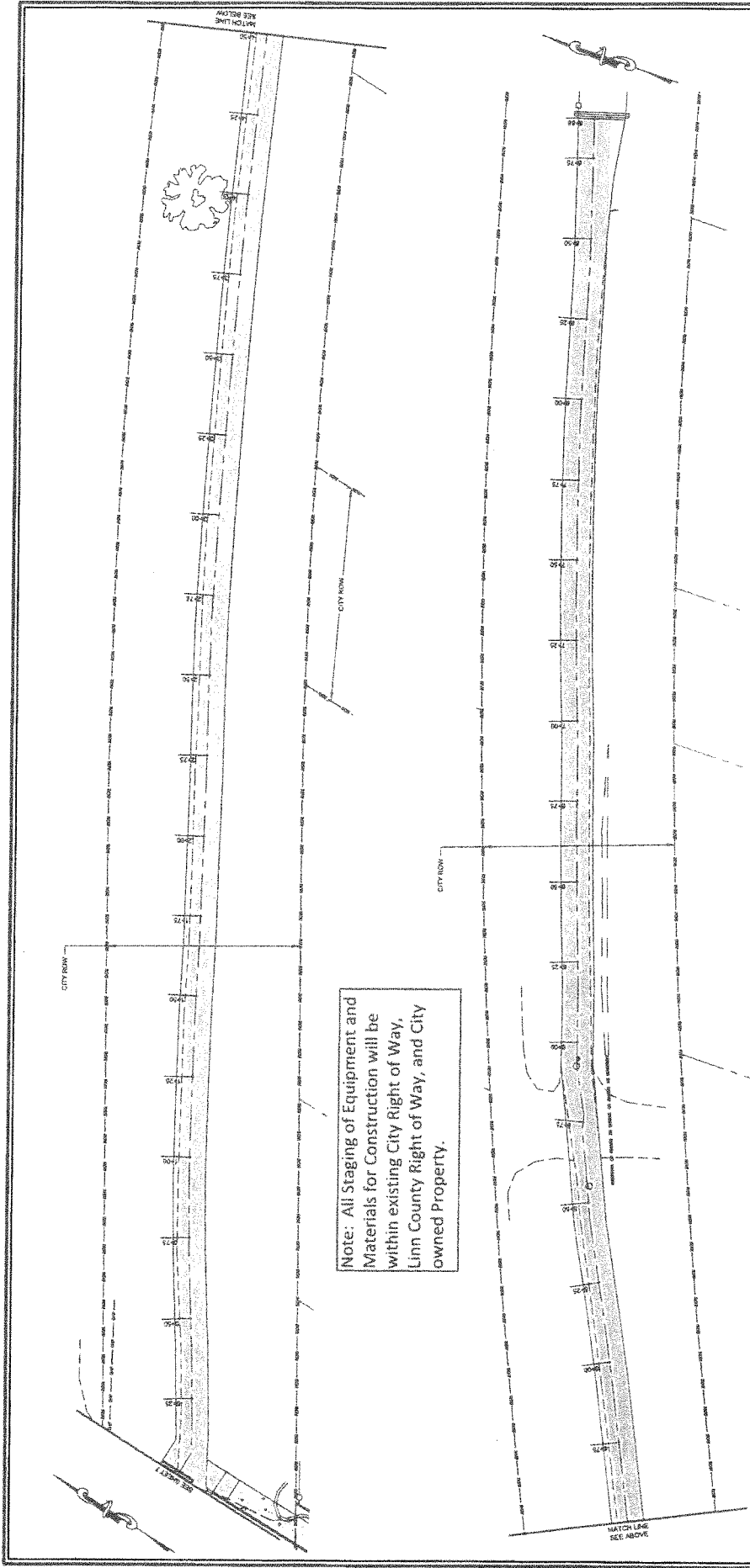



RENEWALS:

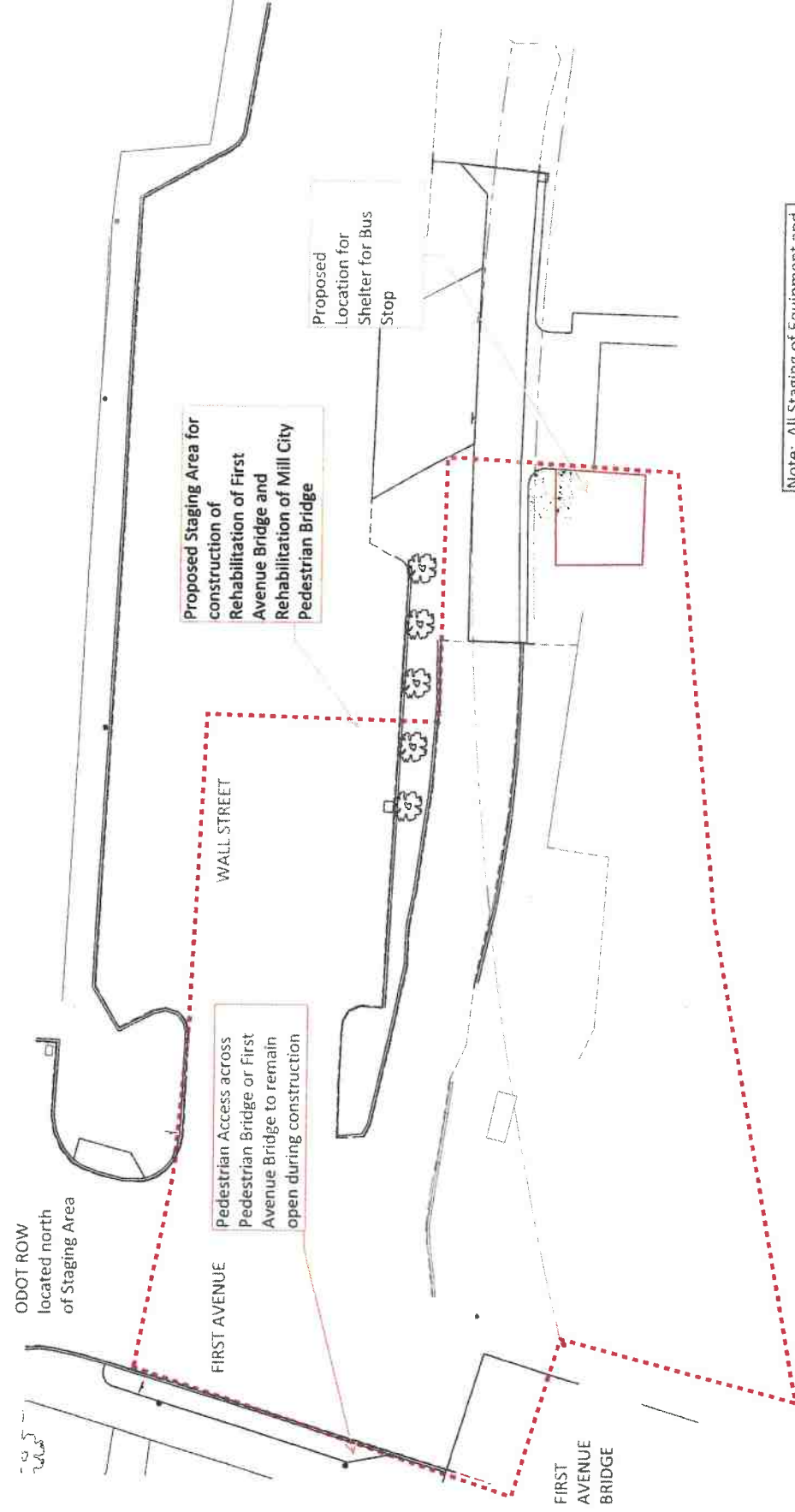


	LINN COUNTY ROAD DEPARTMENT 200 E. 1ST STREET, SUITE 200 ALBANY, OREGON 97321 TEL: (503) 885-1234 FAX: (503) 885-1235 E-MAIL: ROAD@LINN.CO.ORE		COUNTY COMMISSION ROGER NYQUIST CHAIRMAN JOHN LINDSEY WILLIAM TUCKER		ROADMASTER DARRIN L. LANE, P.E. COUNTY ENGINEER CHARLES R. KNOLL, P.E.		DATE: 10/10/19		PROJECT NO: 04700		DATE: 10/10/19		MILL CITY COMMISSION REVITALIZATION PROJECT BROADWAY STREET		PLAN AND PROFILE SHEET STA. 0+00 TO STA. 2+12.12	
	LINN COUNTY MONTHLY YEAR		SCALE: H: 1" = 20' V: 1" = 10'		SHEET 7		RENEWALS:									





 LINN COUNTY ROAD DEPARTMENT 310 FERRY STREET, S.W. ADAHO, IOWA 50002 PHONE: 319-338-1234 FAX: 319-338-1235 E-MAIL: ROAD@LINN.IOWA.GOV	COUNTY COMMISSION ROGER NYQUIST CHAIRMAN JOHN LINDSEY WILLIAM TUCKER	ROADMASTER DARRIN L. LANE, P.E. COUNTY ENGINEER CHARLES H. KNOLL, P.E.	DATE: REVISION: REVISION: REVISION:	STATION 0+00 0+10 0+20 0+30 0+40 0+50 0+60 0+70 0+80 0+90 1+00	ROADWAY CROSS PROJECT NO. CR102 FILE: TRM 1000 SEC 30, N.W. 1/4 DESIGNED BY: J. L. LANE CHECKED BY: J. L. LANE REVIEWED BY: J. L. LANE	DATE: 10/10/2019 CHECKED BY: J. L. LANE REVIEWED BY: J. L. LANE	MILL CITY DOWNTOWN REHABILITATION PROJECT BROADWAY STREET LINN COUNTY MONTH YEAR	PLAN SHEET AND DETAIL PEDESTRIAN PATH STA. 0+00 TO STA. 0+100 SCALE: 1" = 30'	SHEET 8
	RENEWALS								



Note: All Staging of Equipment and Materials for Construction will be within existing City Right of Way, Linn County Right of Way, and City owned Property.



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

January 7, 2020

Tim Kirsch, Mayor
City of Mill City
444 S. First Avenue
Post Office Box 256
Mill City, Oregon 97360

Re: Request for Concurrence of Engineering Design
Project Name: Mill City Downtown Revitalization Project
Project Component: First Avenue North Santiam Bridge Rehabilitation

Mayor Tim Kirsch,

Linn County Road Department, with the assistance of David Evans and Associates, has completed a final design for the Rehabilitation of the First Avenue North Santiam Bridge. This is the first component of the Mill City Downtown Revitalization Project that is planned for the construction. This design is also being submitted to the Federal Highway Administration (FHWA) for their review and approval.

It is anticipated that approval will be received so that the project may be advertised for bid no later than February 15, 2020. This will allow construction to occur between May through November 2020.

A set of engineering drawings of the engineering design is provided for your review. We would be pleased to present them in a City Council meeting at your request.

We would appreciate any input that the city or you may have.

We would also appreciate to receive the city's concurrence of this project as designed.

If you have any questions regarding this project, please contact me at (541) 967 3919. You may also contact Kevin Groom, Bridge Design Project Engineer.

Sincerely,

Chuck Knoll, PE
Linn County Engineer

Attached: Engineering Design - Rehabilitation of First Avenue North Santiam River Bridge

STRUCTURE REHABILITATION AND PAINTING
NORTH SANTIAM RIVER
(MILL CITY) BRIDGE
FIRST AVENUE

ODOT BRIDGE NO. 02058
FEDERAL AID NUMBER T17HC019
LINN COUNTY
FEBRUARY 2020



COUNTY
COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

[illegible]

BR NO. BR0006-0757	DATE: 12/18/19
PROJECT NO: CB1805	
TRS: T9S R3E SEC29 & 30, W.M.	
DESIGNED BY: JIH	CHECKED BY: N/A
DRAFTED BY: JJC	REVIEWED BY: GAP

NORTH SANTIAM RIVER
(MILL CITY)
BRIDGE
FIRST AVENUE
LINN COUNTY
FEBRUARY 2020

COVER SHEET

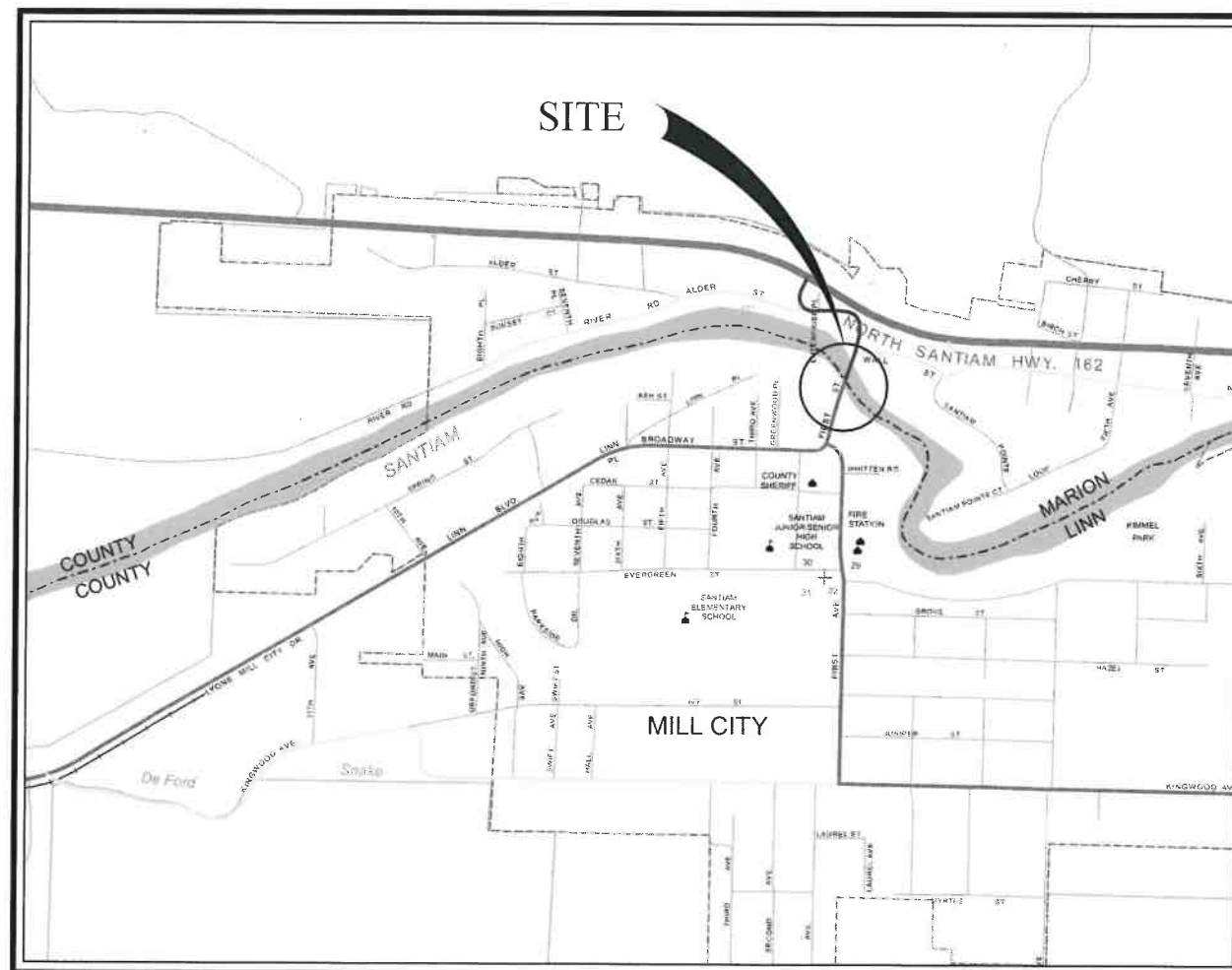
SCALE: NO SCALE

A01



ATTENTION:

Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain a copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987.)

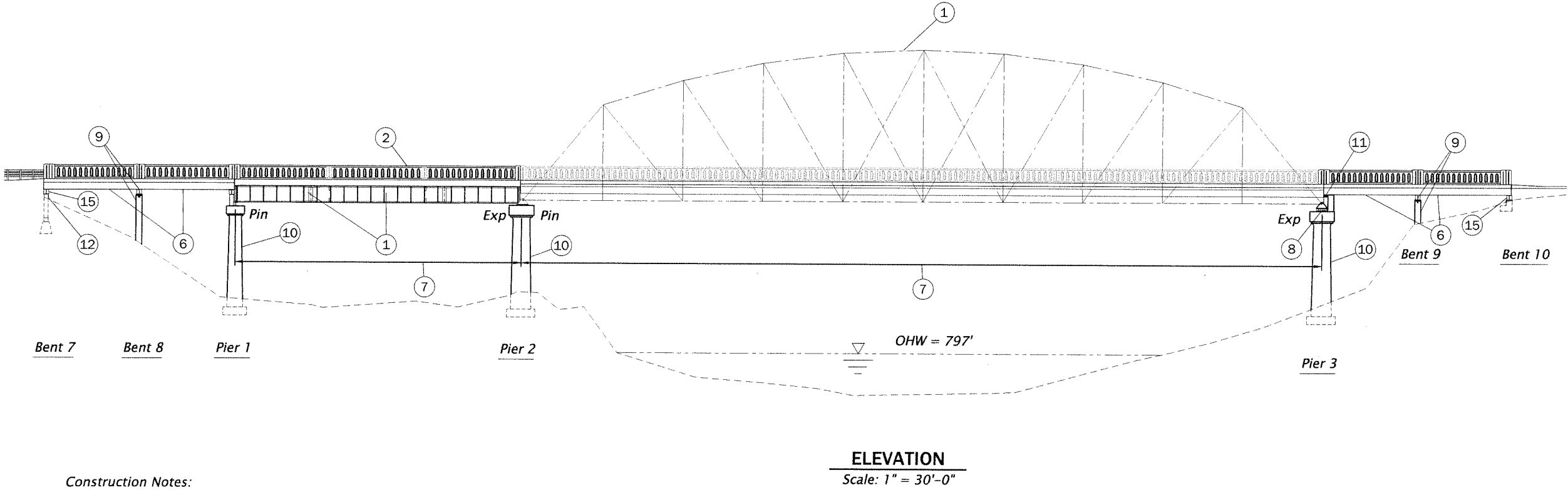
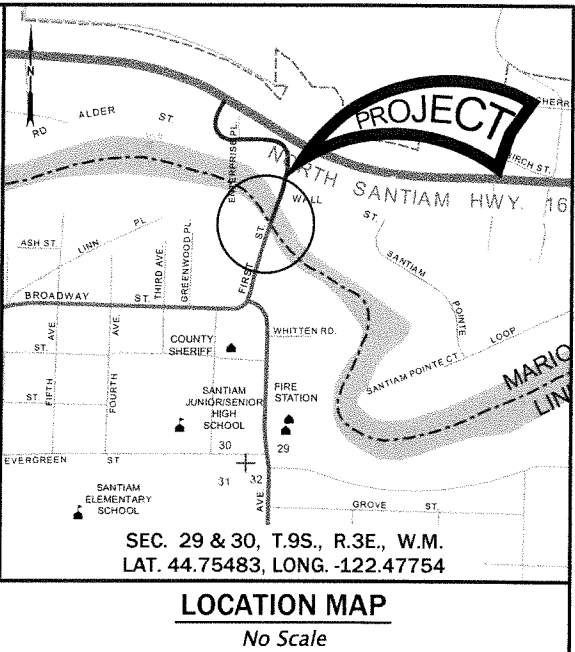
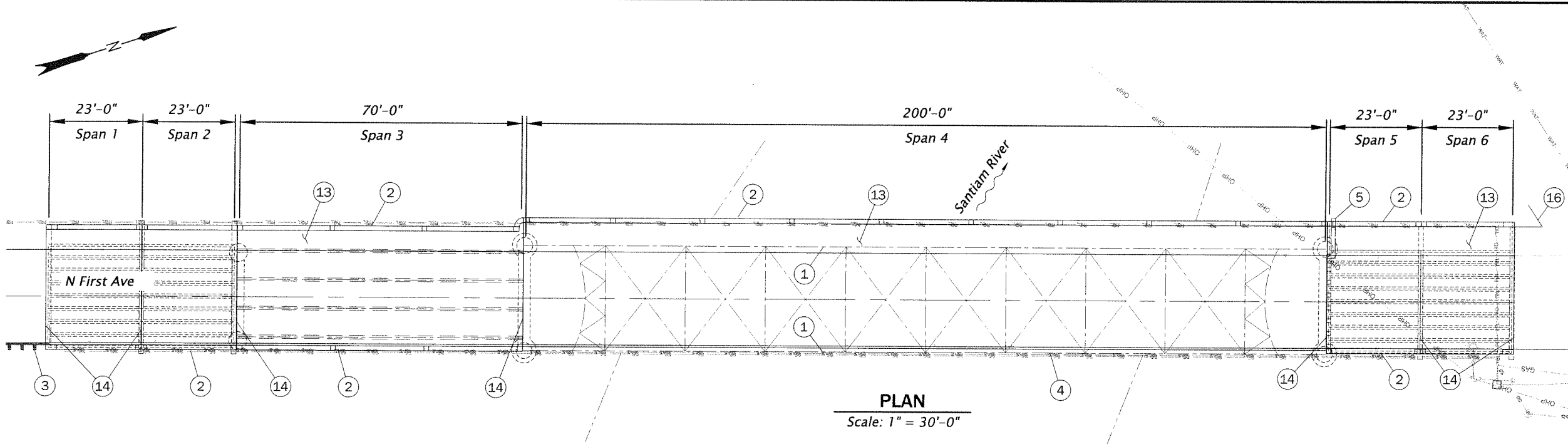


PROJECT LOCATION

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A01	COVER SHEET
A02	INDEX SHEET



**DAVID EVANS
AND ASSOCIATES INC.**
530 Center Street N.E., Suite 605
Salem Oregon 97301
Phone: 503.361.8635



Construction Notes:

- 1 Clean and repaint steel truss, girders and steel lattice rail.
- 2 Replace historical rails.
- 3 Retain, protect and reconnect existing guardrail transition.
- 4 Replace upstream curb (span 4 east side).
- 5 Repair crack in pier 3 sidewalk support.
- 6 Patch spalls with exposed rebar on channel beams.
- 7 Replace sidewalk bracket diagonals (West side).
- 8 Replace expansion bearings.
- 9 Strengthen Columns, clean and repaint steel caps.
- 10 Patch exposed reinforcement spalls in Piers.
- 11 Replace timber block with grout pads.
- 12 Rehabilitate and repair timber piles.
- 13 Replace concrete sidewalk.
- 14 Replace existing joints with poured joints.
- 15 Clean and paint exposed faces of steel cap.
- 16 Retain, protect and reconnect existing timber pedestrian railing.

STRUCTURE NO. 02058			DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635		LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919		
BDS DWG NO. 104462							
CALC. BOOK —							
HWY: 0006 M.P.: 7.45							
COUNTY LINN	NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020						
DATE 12/2019	RENEWS:	Designer: Jasper Heckman		Reviewer: Guido Portier		SHEET NO. J01	
		Drafter: Jim Culpepper		Checker: Nowzar Ardaian			
		PLAN AND ELEVATION					

GENERAL NOTES:

Provide all materials and perform all work according to the Oregon Standard Specifications for Construction 2018 and the special provisions.

Repairs and modifications are designed in accordance with eighth edition of the 2017 AAHTO LRFD Bridge Design Specifications for HL-93 truck loading.

Bridge rehabilitation is designed to provide rating factors greater than 1.0 for ODOT legal trucks according to the ODOT LRFR Manual (June 2018).

Provide all reinforcing steel according to ASTM Specification A706, or AASHTO M31 (ASTM A615) Grade 60. Provide field bent stirrups according to ASTM Specification A706. Use the following splice lengths (unless shown otherwise):

Reinforcing Splice Lengths (Class B) Grade 60 f'c = 4.0 ksi = 0.4, 2" min. concrete clear cover											
Bar Size	#3	#4	#5	#6	#7	#8	#9	#10	#11	#14	#18
Uncoated	1'-0"	1'-4"	1'-8"	2'-0"	2'-9"	3'-7"	4'-6"	5'-9"	7'-0"	Not Permitted	

Increase all splice lengths 30% for horizontal or nearly horizontal bars so placed that more than 12" of fresh concrete is cast below the bar.

Splice reinforcing steel at alternate bars, staggered at least one splice length or as far as possible, unless shown otherwise.

All reinforcing spacing is intended to be maximum unless shown otherwise.

Use uncoated reinforcing steel in sidewalks, curbs and railing unless shown otherwise.

Place bars 2" clear of the nearest face of concrete unless shown otherwise.

Provide Class 4000 1½ , 1 or ¾ concrete for all other concrete.

Provide non-shrink cementitious grout from the ODOT QPL with a minimum 28-day compressive strength of f'c = 3000 psi. Provide grout test panels for color review and approval prior to construction.

Provide general surface finish on new concrete and railing.




Provide Carbon Fiber-Reinforced Polymer (CFRP) products from the QPL, Special Provisions Section 00565.10

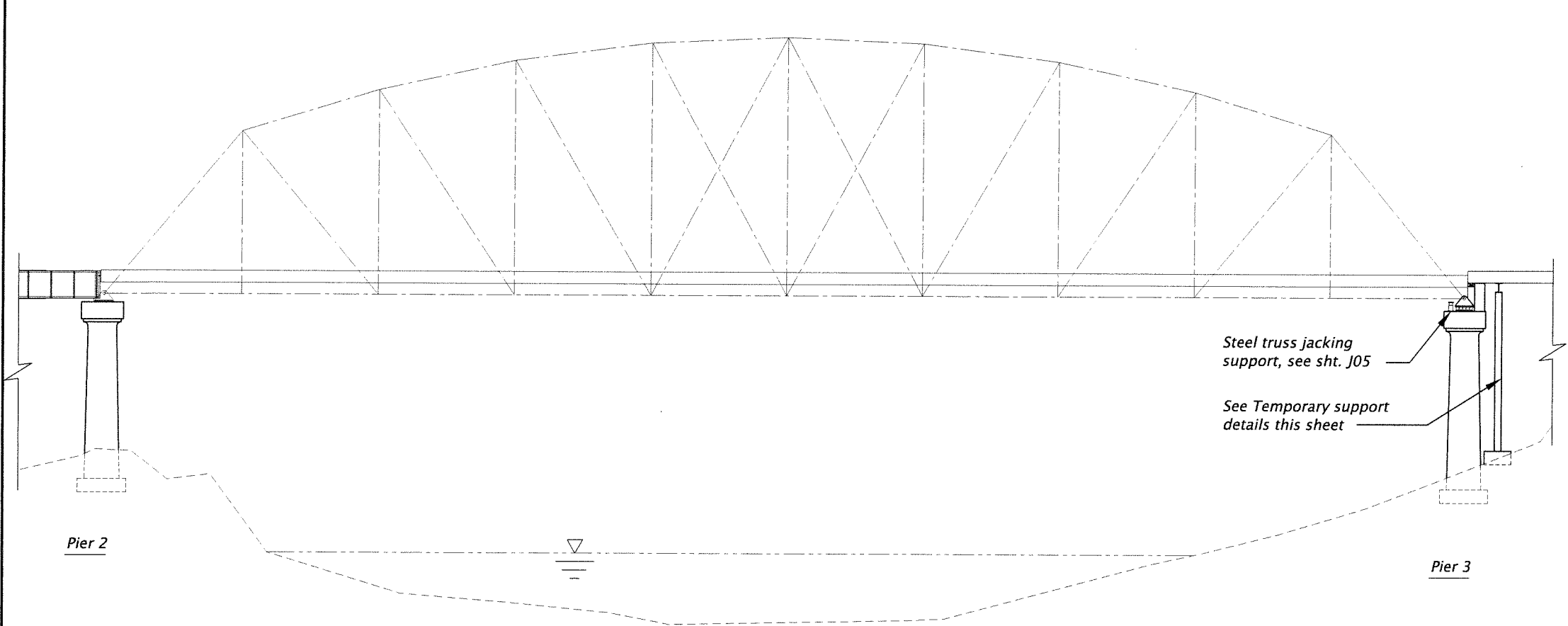
Apply final surface finish to the area of repaired and strengthening, matching the existing surface finish and color of the columns and repaired concrete corbel.

Concrete Repair:

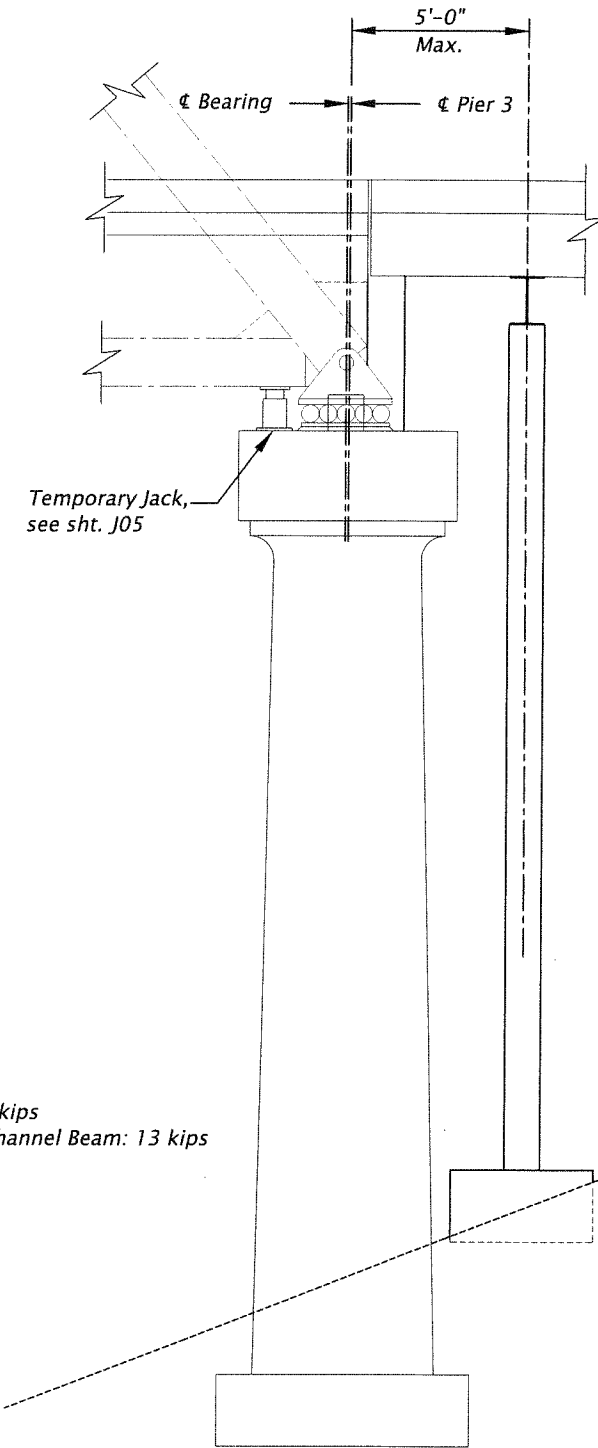
Concrete repair includes patching deteriorated concrete and sealing cracks. This work is to be performed on pier walls, columns, concrete channel beams.

1. Remove all deteriorated concrete (poor consolidation, spalling, and delaminated).
2. Blast clean all exposed rebar and concrete surfaces.
3. Place grout to be flush with original concrete surface.
4. Use compressed air to remove debris from cracks greater than or equal to 0.015" in width.
5. Seal and epoxy inject all cracks greater than or equal to 0.015" in width, including large cracks.
6. Remove crack sealant with blast cleaning.

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BDS DWG NO. 104463		NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020			
CALC. BOOK —		Designer: Jasper Heckman		Reviewer: Guido Portier	
HWY: 0006 M.P.: 7.45		Drafter: Jim Culpepper		Checker: Nowzar Ardalan	
COUNTY LINN					
DATE 12/2019	RENEWS:	GENERAL NOTES			SHEET NO. J02



TEMPORARY SUPPORT ELEVATION
Scale: 1" = 20'-0"



TEMPORARY SUPPORT DETAIL
Scale: 3/16" = 1'-0"

Note:
Reactions on Temporary Supports
Dead Load Reaction per Truss: 366 kips
Dead Load Reaction per Concrete Channel Beam: 13 kips

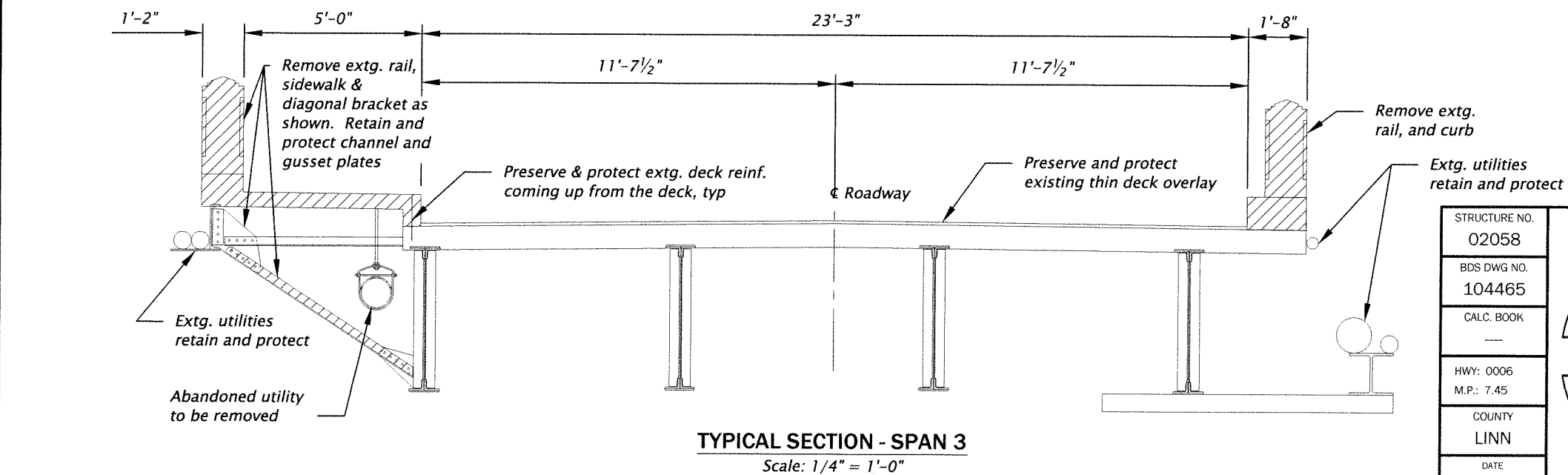
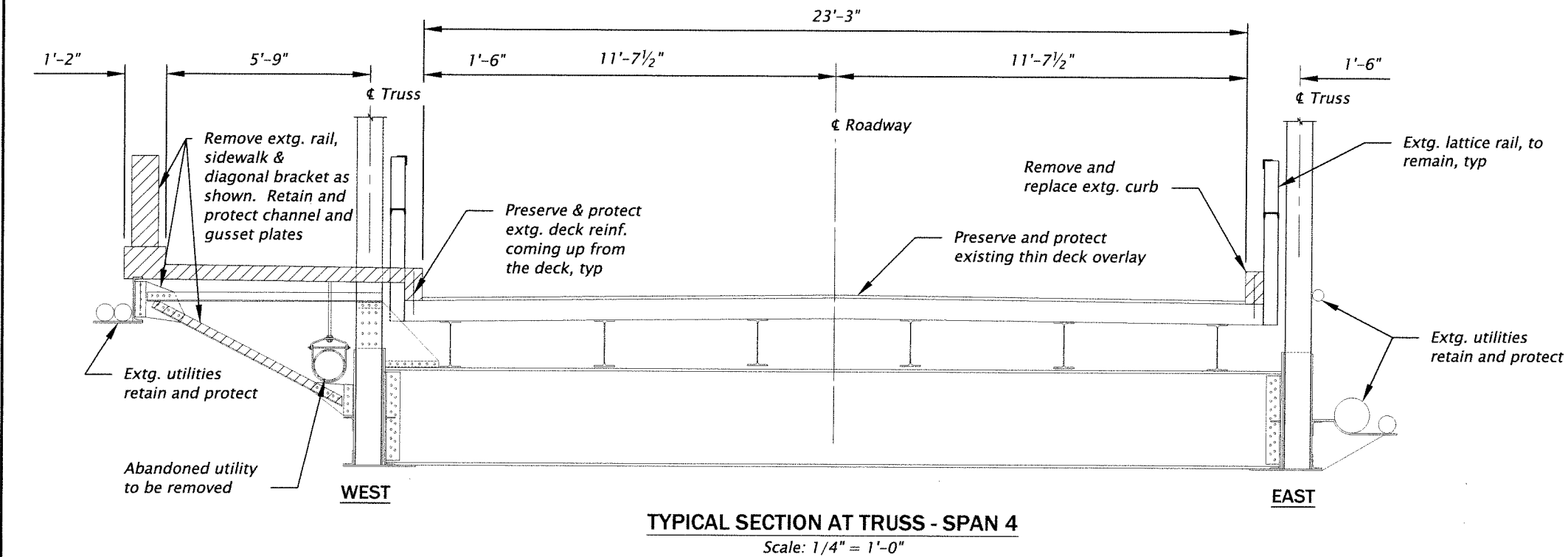
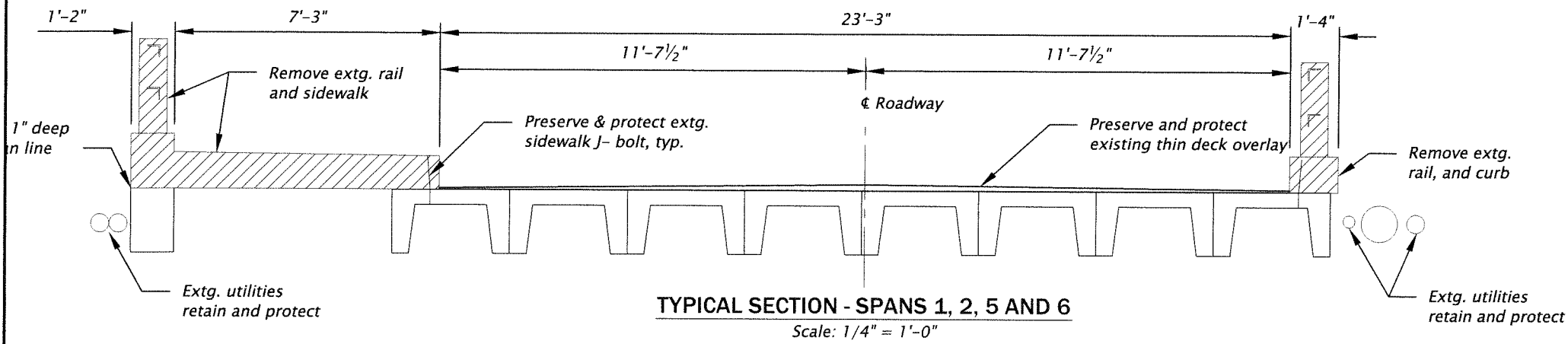
TRUSS SUPPORT JACKING:

1. Contractor to design jacking scheme.
2. Close bridge to traffic.
3. Install jacking support and raise bridge. Limit raising bridge to 1 inch max.
4. Remove existing roller bearing.
5. Install new elastomeric bearing pad.
6. Lower truss support.
7. Remove jacking support

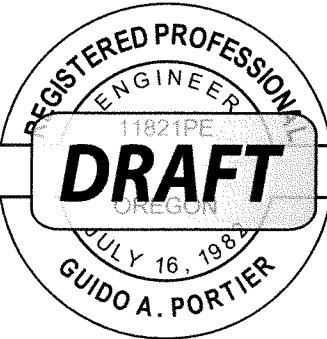
CHANNEL BEAM SUPPORT JACKING:

1. Erect temporary jacking support.
2. Close bridge to traffic.
3. Install jacks and raise bridge. Limit raising bridge to 1 inch max.
4. Remove existing timber bearing plate.
5. Construct new concrete pedestal and elastomeric pad.
6. Lower concrete channel beams.
7. Remove jacks and temporary jacking support.



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BDS DWG NO. 104464								
CALC. BOOK -----								
HWY: 0006 M.P.: 7.45								
COUNTY LINN								
DATE 12/2019	RENEWS:		NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020					
			Designer: Jasper Heckman		Reviewer: Guido Portier			
			Drafter: Jim Culpepper		Checker: Nowzar Ardanian			
TEMPORARY SHORING					SHEET NO. J03			

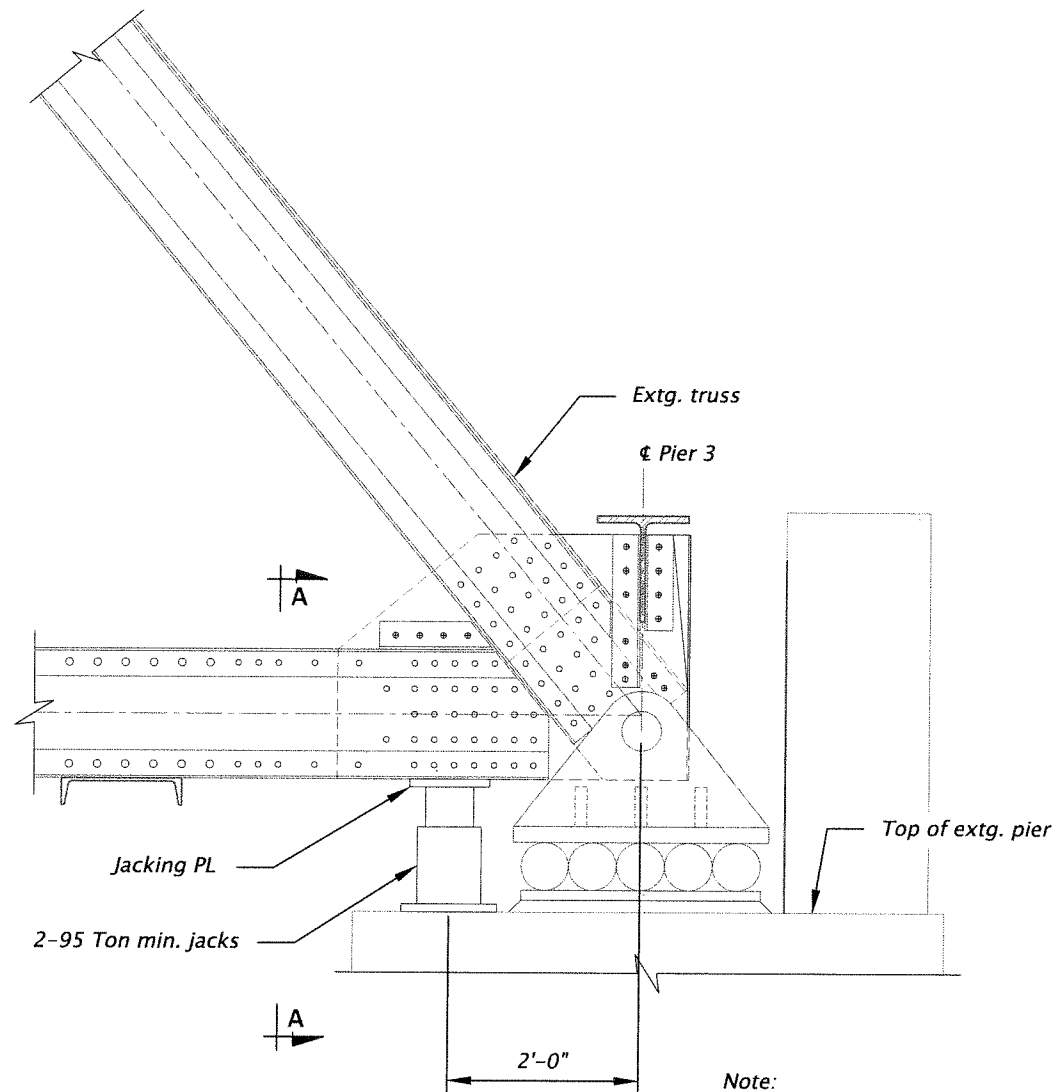


STRUCTURE NO.	02058
BDS DWG NO.	104465
CALC. BOOK	---
HWY: 0006	
M.P.: 7.45	
COUNTY	LINN
DATE	12/2019



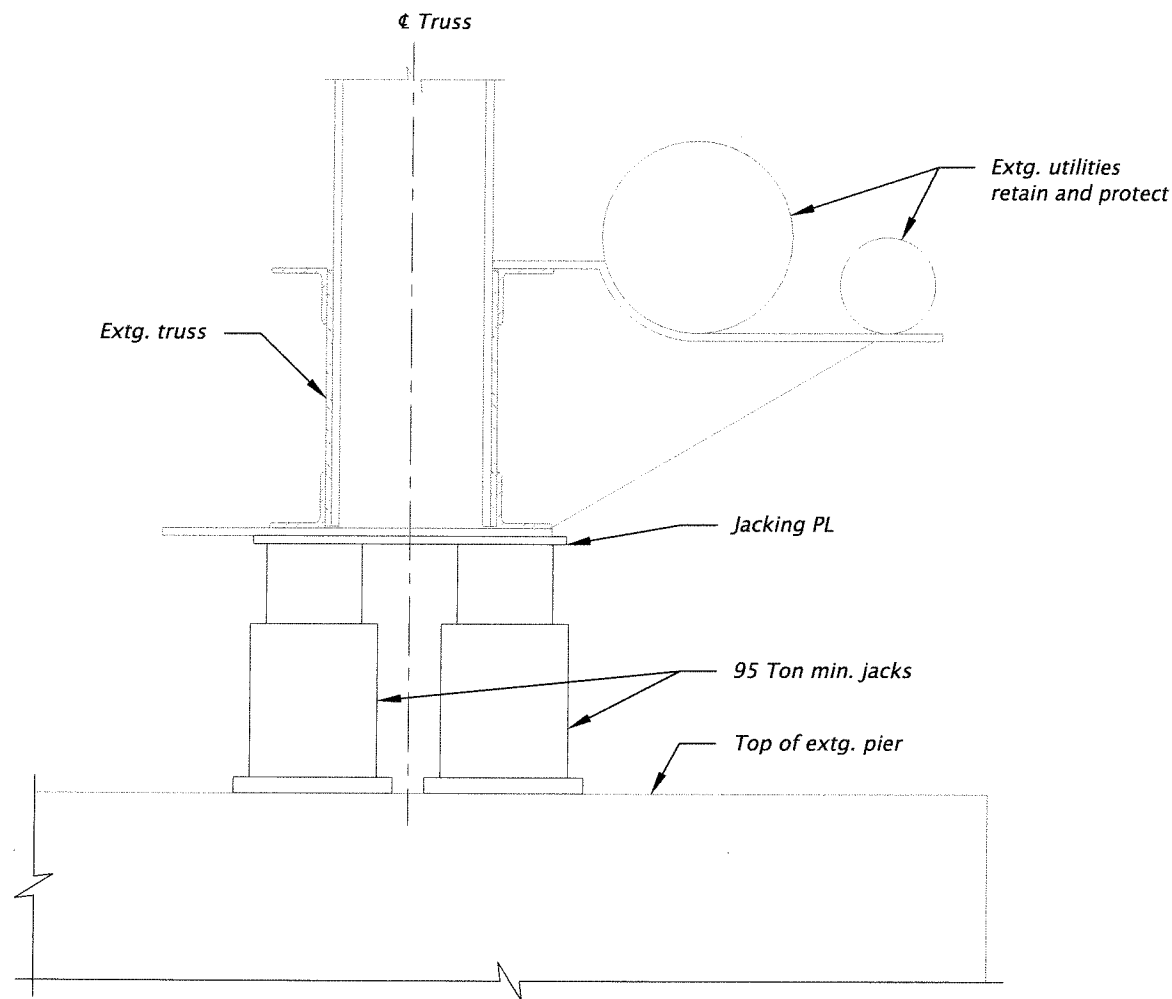
RENEWS:

 DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919	
NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020		
Designer: Jasper Heckman	Reviewer: Guido Portier	
Drafter: Jim Culpepper	Checker: Nowzar Ardalan	
REMOVAL DETAILS		SHEET NO. J04



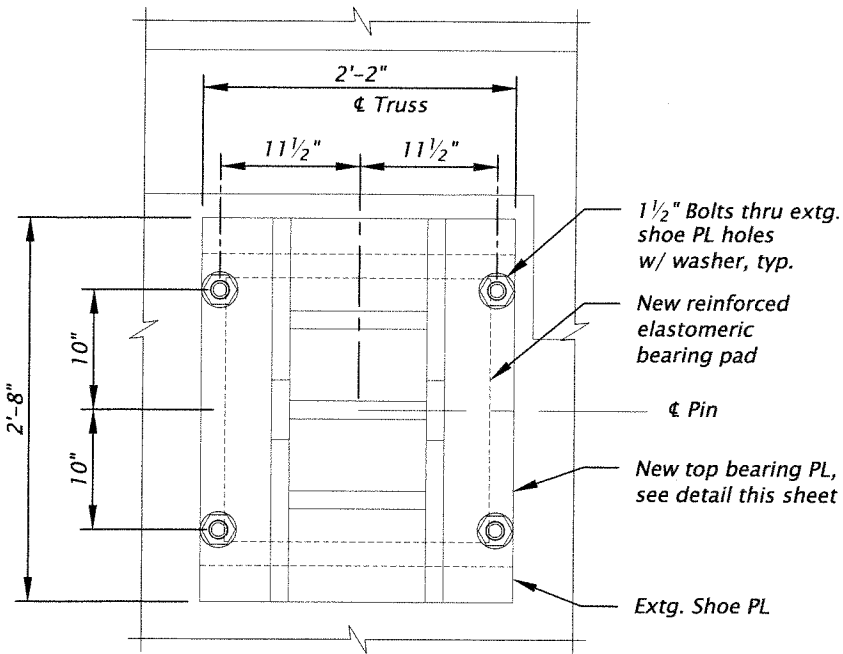
JACKING DETAIL
Scale: 1/2" = 1'-0"

Note:
Jacking shown as concept.
Jacking support designed by contractor.

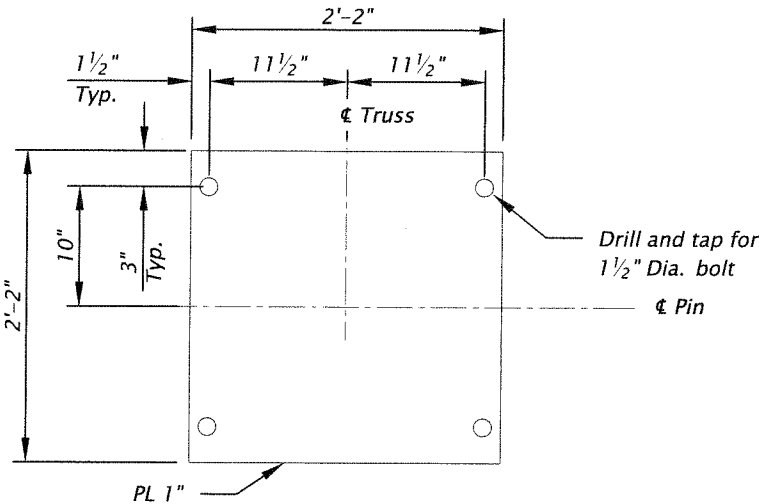


SECTION A-A
Scale: 1" = 1'-0"

STRUCTURE NO. 02058		DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919	
BDS DWG NO. 104466				
CALC. BOOK —				
HWY: 0006 M.P.: 7.45				
COUNTY LINN				
DATE 12/2019	RENEWS:	NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020		
		Designer: Jasper Heckman Reviewer: Guido Portier Drafter: Jim Culpepper Checker: Nowzar Ardalan		
		STEEL TRUSS JACKING SUPPORT		
		SHEET NO. J05		

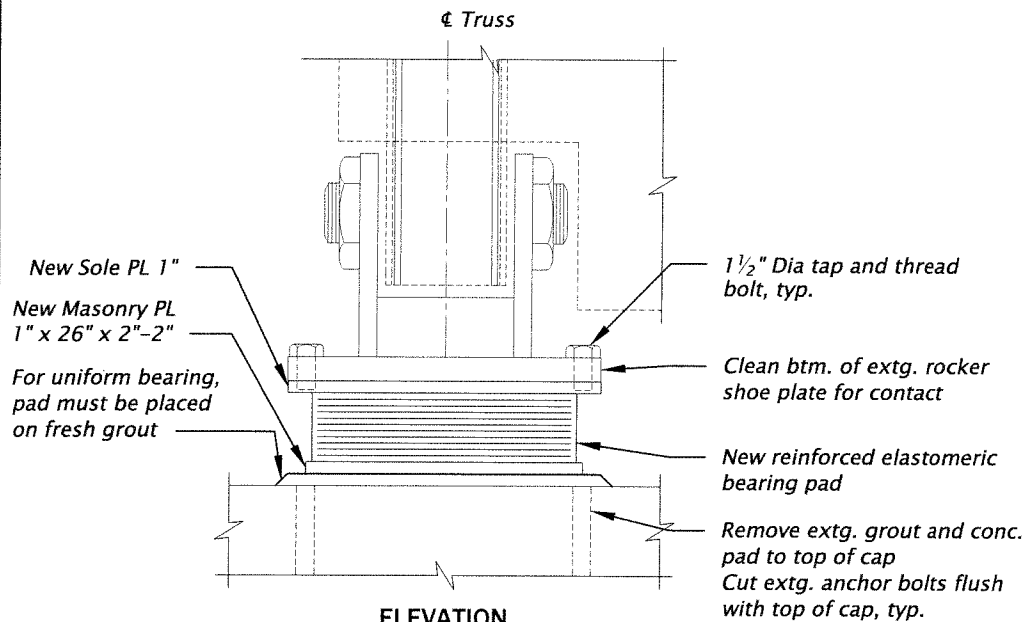


PLAN



TOP BEARING PLATE DETAILS

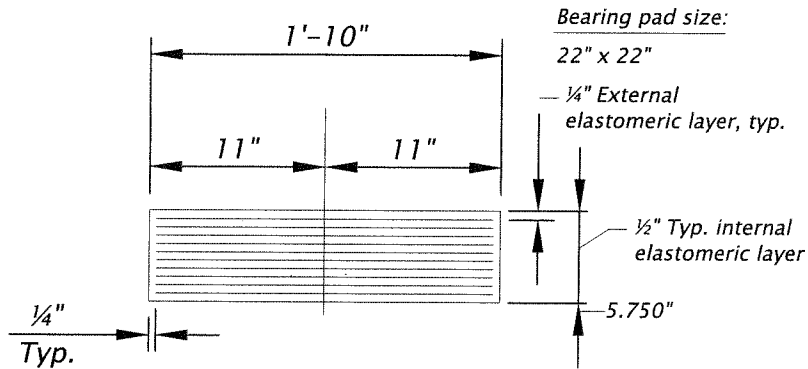
SCALE: 3/4"=1'-0"



ELEVATION

PIER 3 BEARING REPLACEMENT DETAILS

Scale: 3/4" = 1'-0"



Note:
Bearing pad requires
Method B testing.

REINFORCED BEARING PAD DETAIL

SCALE: 1"=1'-0"

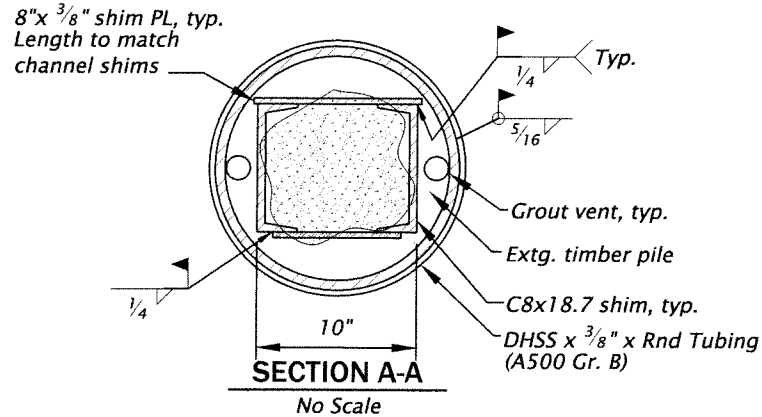
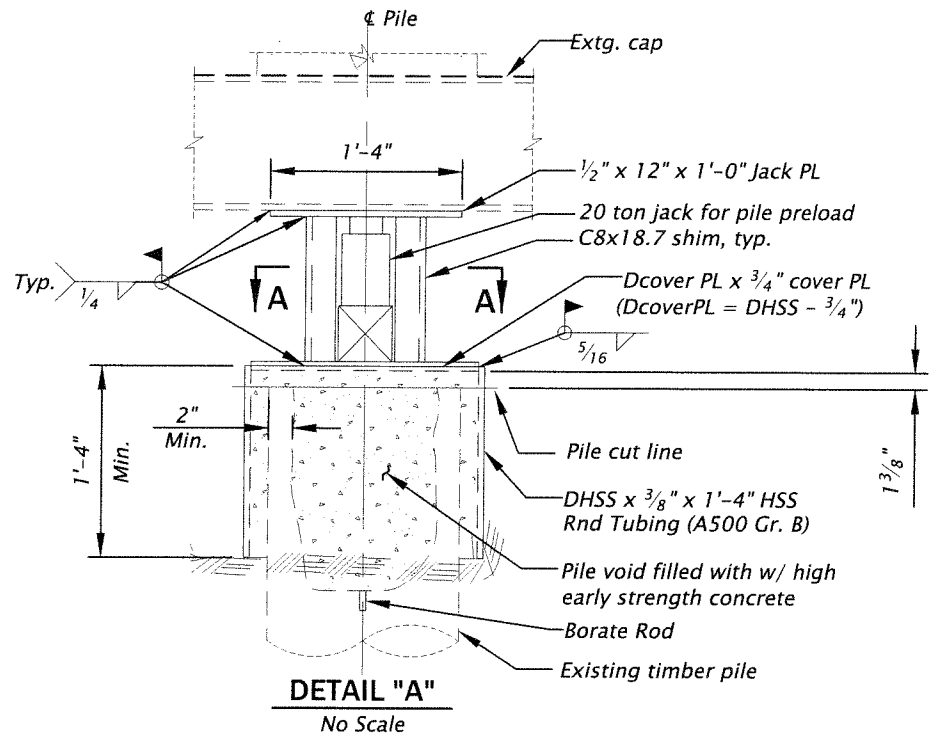
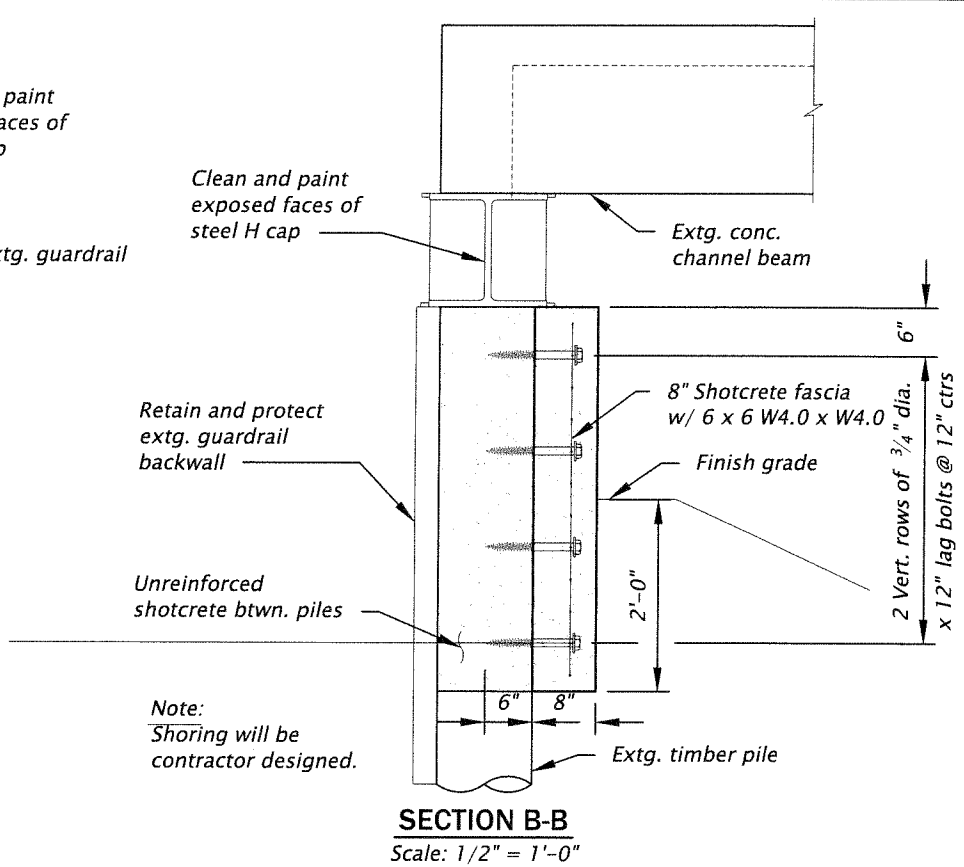
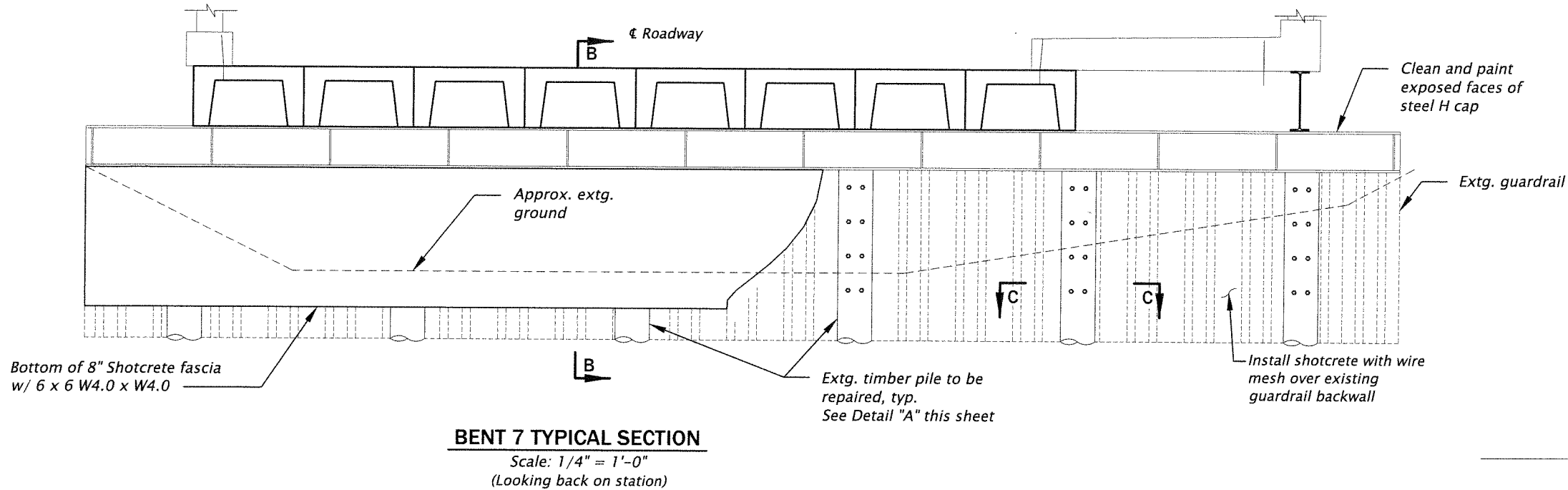
ELASTOMERIC BEARING NOTES

1. Bearings shall comply with Section 00582.
2. The shear modulus of the elastomer shall be between 130 and 200 psi.
3. Vulcanizing of the elastomer to the masonry and sole plates shall be done during the primary mold process.
4. Steel shims shall meet the requirement of ASTM A1011, Grade 36 type 1.
5. Masonry plates, sole plates and anchor studs shall meet the requirements of ASTM A709, Grade 50.
6. Masonry plates and sole plates shall be hot dipped galvanized after fabrication in accordance with ASTM A123.
7. All bearings shall be marked prior to shipping. The marks shall include the bearing location on the bridge and direction arrow which points upstation. All marks shall be permanent and shall be visible after the bearing is installed.
8. Bearings shall be covered during transit.

INSTALLATION NOTES

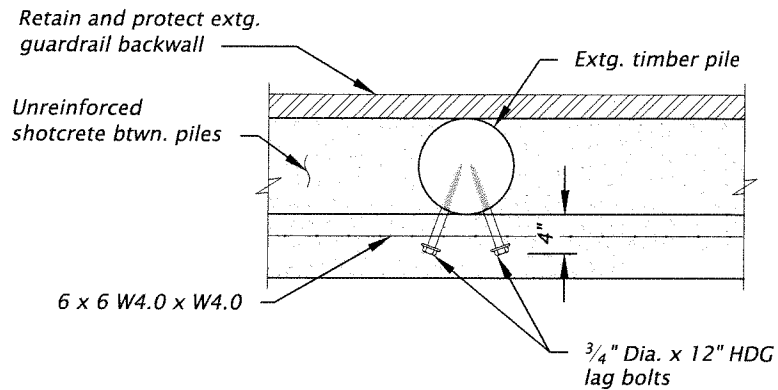
1. Install all bearings and associated plates in horizontal condition.
2. Concrete surface shall be ground smooth and level to $\pm 1/32"$.
3. Install bearings and grout prior to resetting truss end connection.
4. Deck wearing surface at each side of joint shall be flush after bearing installation.

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BDS DWG NO. 104467								
CALC. BOOK ---								
HWY: 0006 M.P.: 7.45								
COUNTY LINN								
DATE 12/2019	RENEWS:	NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020						
		Designer: Jasper Heckman Drafter: Jim Culpepper			Reviewer: Guido Portier Checker: Nowzar Ardalan			
		BEARING REPLACEMENT					SHEET NO. J06	



Notes:

1. Excavate around the existing pile to a depth of 2'-0" min. to facilitate the installation of HSS Round Steel Tube.
2. Drill the portion of exposed pile to verify that a 2" (minimum) solid timber shell remains.
-If there is less than a 2" solid shell remaining, extend the excavation until 1'-2" of pile with a solid 2" shell is exposed.
(Note: Need at least 1'-4" clear from bottom of cap.)
3. Install shoring at each pile and traffic control.
4. Cut and remove existing timber pile. Cut shall be at least 1'-2" from bottom of cap. Cut shall be horizontal and straight.
5. Remove all of the remaining rotten timber core. Treat remaining timber with borate rod and copper naphthenate from QPL.
6. Place HSS round tube, Bottom of round tube shall be a minimum of 2'-0" below final ground level.
7. Fill voids with high early strength concrete. Use steel rod to ensure proper consolidation. Leave a gap to facilitate welding of cover plate.
8. Field weld cover plate in place.
9. Use grout vents to complete the pour. Wait for concrete strength to reach 2500 psi before preloading pile.
10. Install channels and plates to existing cap as shown.
11. Set 20 ton hydraulic jack between bearing plates and preload the pile to jacking load 15 tons. Lock out jack at desired preload.
12. Field measure, cut, and weld in place channel shims. Ensure tight fit with good bearing.
13. Unload and remove hydraulic jack.
14. Field weld 3/8" shim plates. Plates shall be same height as channel shims.

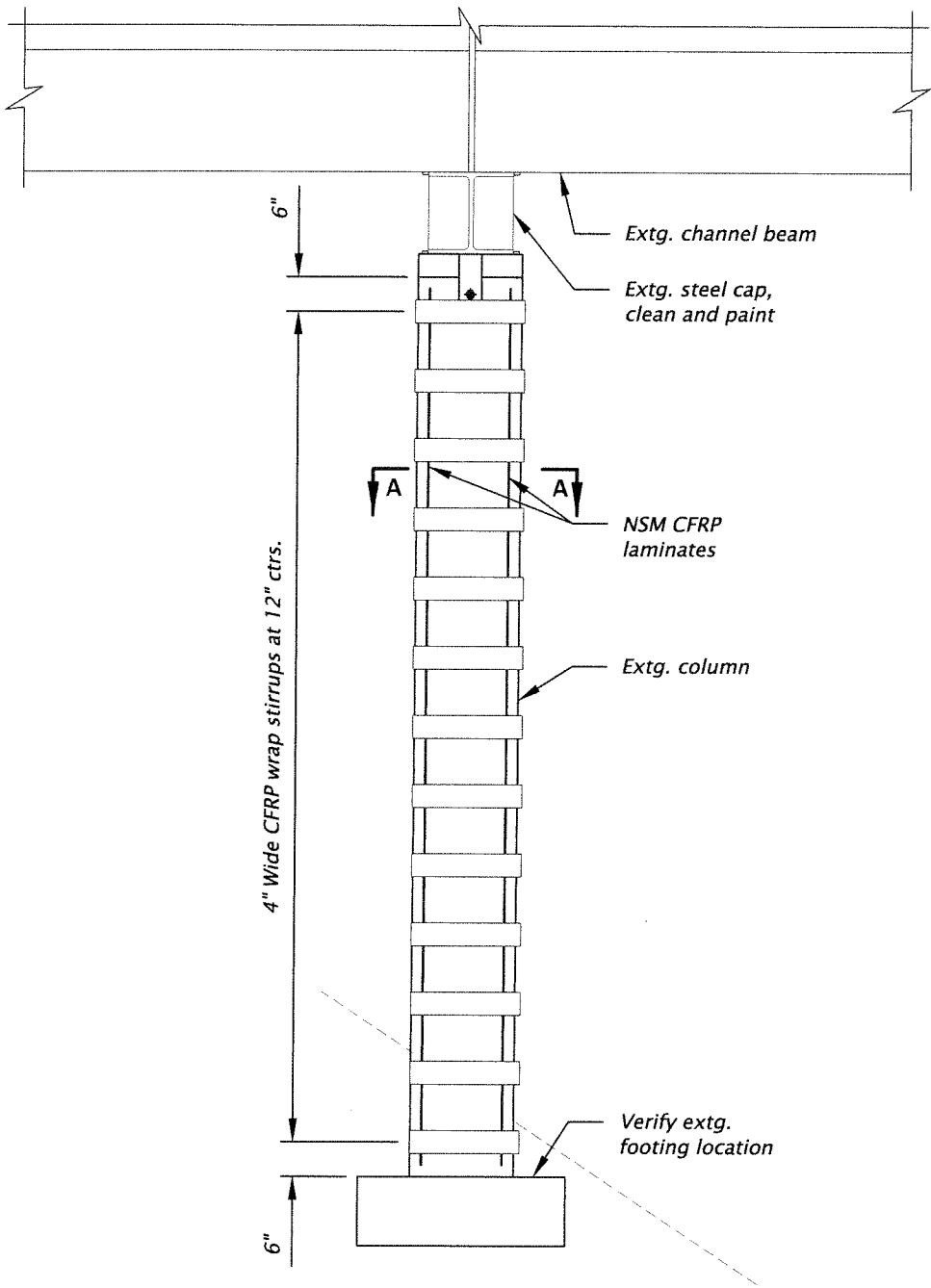


STRUCTURE NO.	02058
BDS DWG NO.	104468
CALC. BOOK	---
HWY: 0006	M.P.: 7.45
COUNTY	LINN
DATE	12/2019

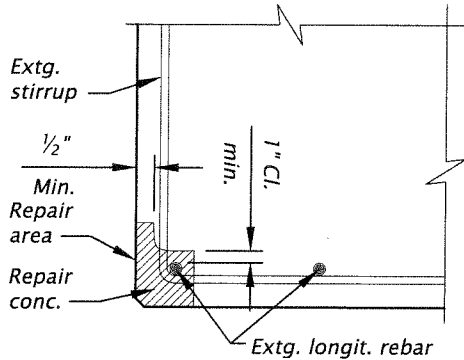
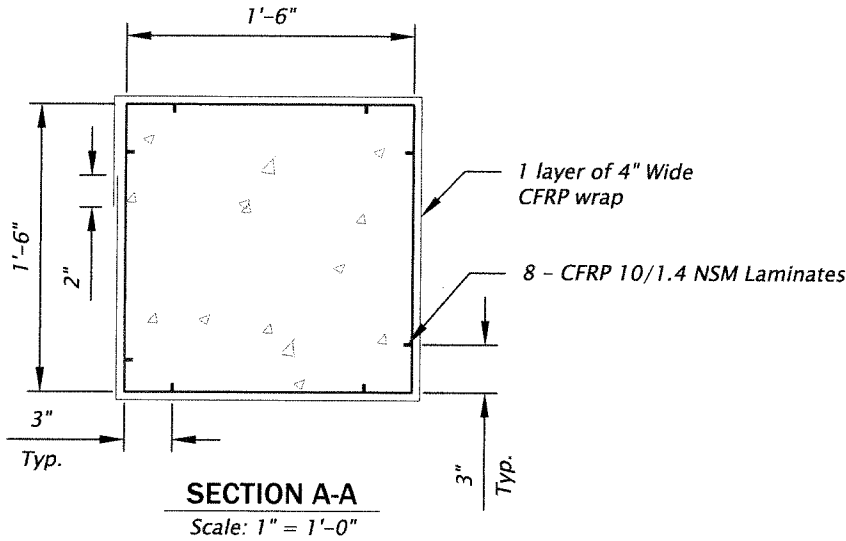


RENEWS:

DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919	
NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020		
Designer: Jasper Heckman	Reviewer: Guido Portier	
Drafter: Jim Culpepper	Checker: Nowzar Ardalani	
BENT 7 REPAIR DETAILS		SHEET NO. J07



CONCRETE COLUMN REPAIR DETAIL
Scale: 3/8" = 1'-0"

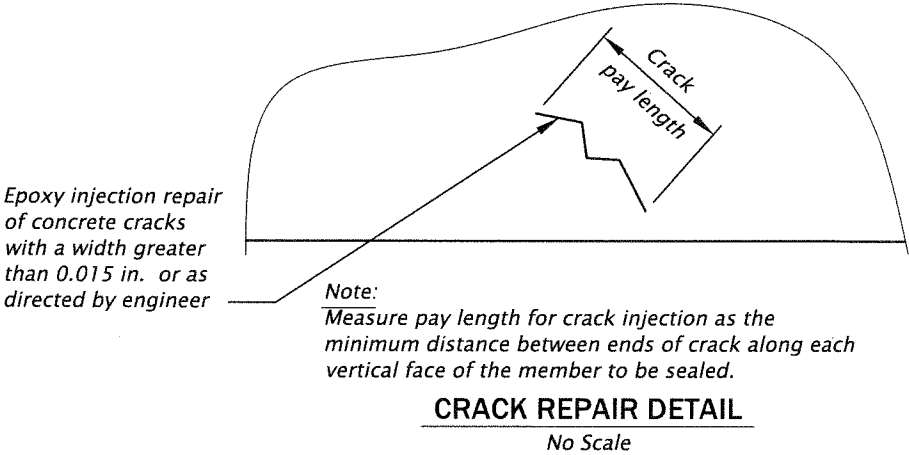


Concrete Repair Notes:
Save and protect existing rebar. Saw cut the edges of the repair area to 1/2" minimum depth. Reduce saw cut depth as required to avoid damage to existing rebar. Remove concrete in repair area to sound concrete and to a minimum 1/2" depth from original surface but do not remove less than the minimum limits shown or as directed by the Engineer. Clean exposed rebar. Repair areas with a concrete repair mortar that is approved for the site conditions. All areas of repair shall receive a final surface finish matching the texture and color of existing concrete.

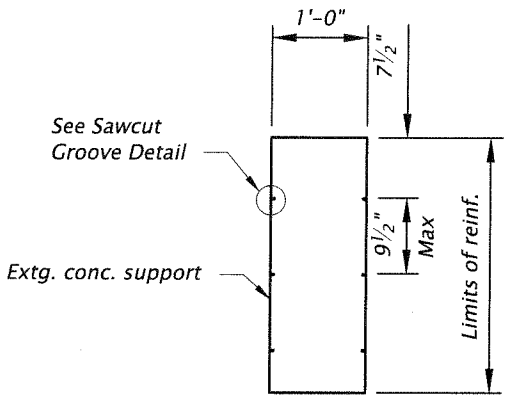
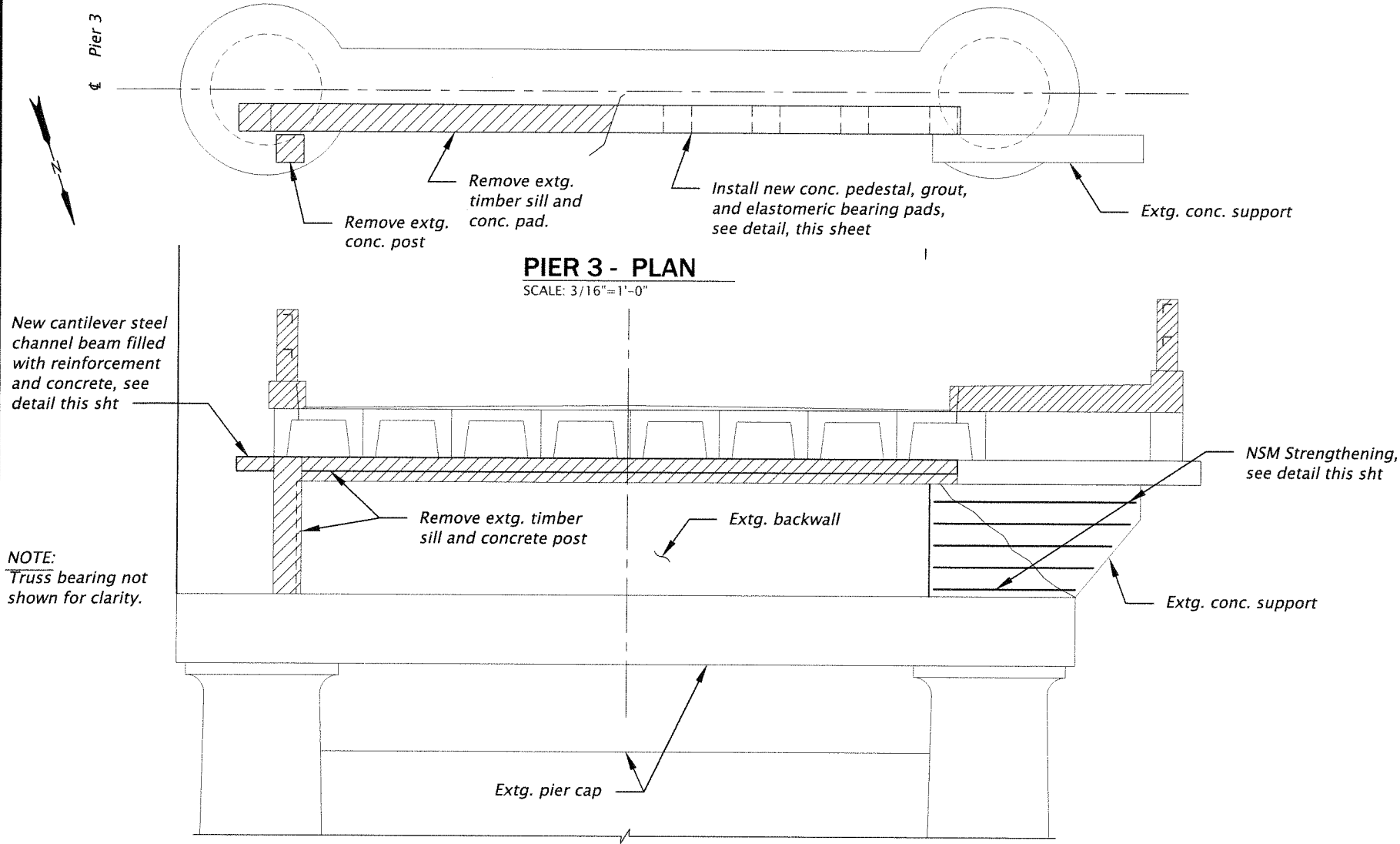
CONCRETE REPAIR DETAIL AT EXPOSED REBAR
No Scale

NOTES:
For general notes, see Sht. J02.
For concrete repair and CFRP Details and notes, see Sht. J09.

CFRP DESIGN NOTES:
CARBON FIBER LAYERS (FLEXURAL)
Modulus of Elasticity (E_f) = 33,000 ksi
Ultimate tensile strength of CFRP (f_{fu}^*) = 550 ksi
Ultimate rupture strain of CFRP (ϵ_{fu}^*) = 0.016667
Thickness of CFRP strips (t_f) = 0.013 in/ply
EXTERNALLY BONDED LAMINATE OR NSM STRIPS (FLEXURAL)
Modulus of Elasticity (E_f) = 23,000 ksi
Ultimate tensile strength of CFRP (f_{fu}^*) = 390 ksi
Ultimate rupture strain of CFRP (ϵ_{fu}^*) = 0.016667
Thickness of laminate strip (t_f) = 0.055 in
Area of laminate strip (A_r) = 0.0217 in²



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BDS DWG NO. 104469					
CALC. BOOK -----		NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020			
HWY: 0006 M.P.: 7.45		Designer: Jasper Heckman	Reviewer: Guido Portier		
COUNTY LINN		Drafter: Jim Culpepper	Checker: Nowzar Ardalan		
DATE 12/2019	RENEWS:	BENT 8 & 9 REPAIR DETAILS		SHEET NO. J08	

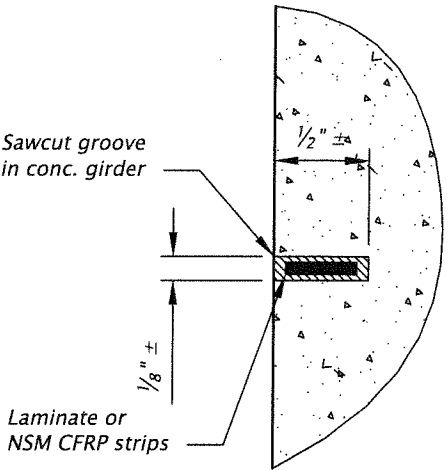


NSM STRENGTHENING DETAIL

Scale: 1/2" = 1'-0"

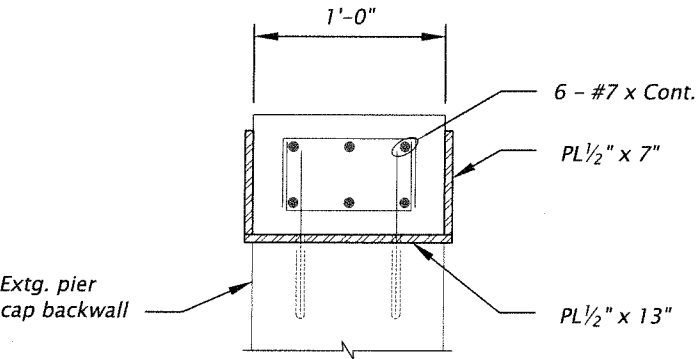
EXTERNALLY BONDED LAMINATE OR NSM STRIPS (FLEXURAL)

Modulus of Elasticity (E_f) = 23,000 ksi
Ultimate tensile strength of CFRP (f_{tu}^*) = 390 ksi
Ultimate rupture strain of CFRP (ϵ_{ru}^*) = 0.016667
Thickness of laminate strip (t_f) = 0.055 in
Area of laminate strip (A_f) = 0.0217 in²



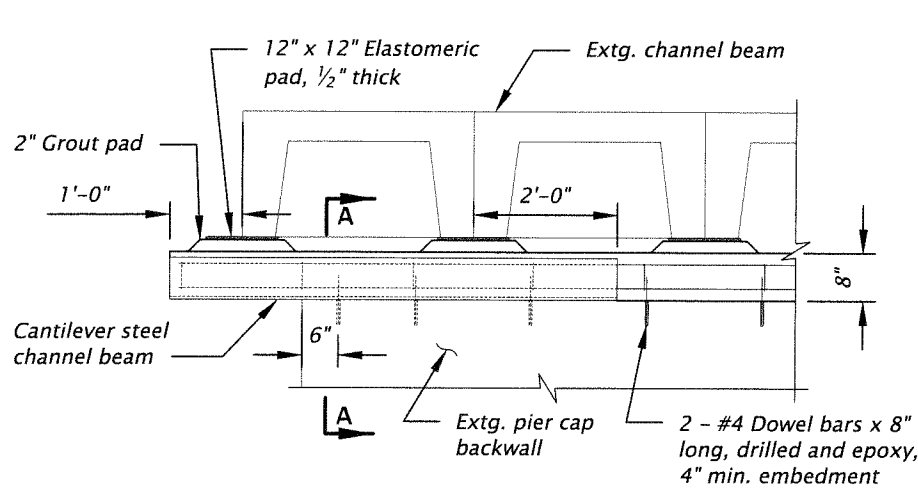
SAWCUT GROOVE DETAIL

No Scale



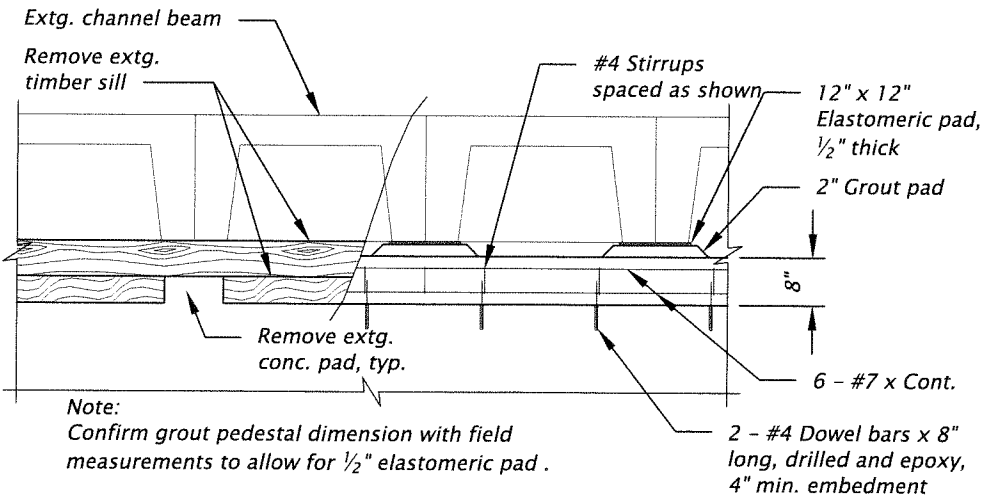
SECTION A-A

SCALE: 1"=1'-0"



CANTILEVER STEEL CHANNEL BEAM DETAIL

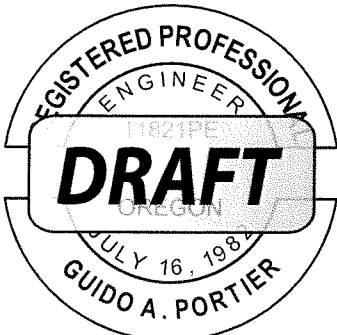
SCALE: 3/8"=1'-0"



GROUT PEDESTAL AND ELASTOMERIC PAD DETAIL

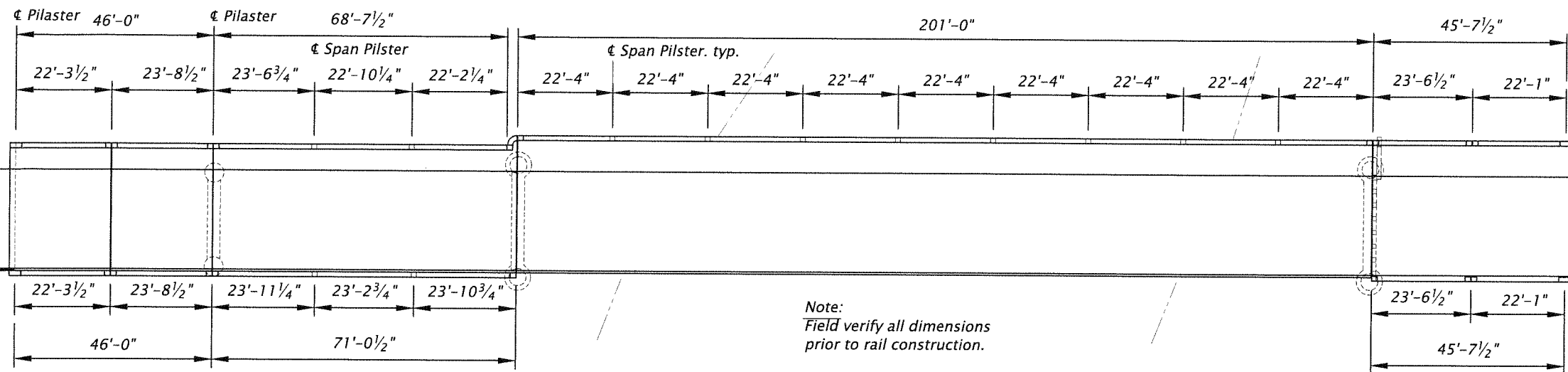
SCALE: 3/8"=1'-0"

STRUCTURE NO.	02058
BDS DWG NO.	104470
CALC. BOOK	---
HWY: 0006	M.P.: 7.45
COUNTY	LINN
DATE	12/2019



RENEWS:

DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919	
NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020		
Designer: Jasper Heckman	Reviewer: Guido Portier	
Drafter: Jim Culpepper	Checker: Nowzar Ardalan	
PIER 3 SIDEWALK CORBEL CRACK REPAIR		SHEET NO. J09

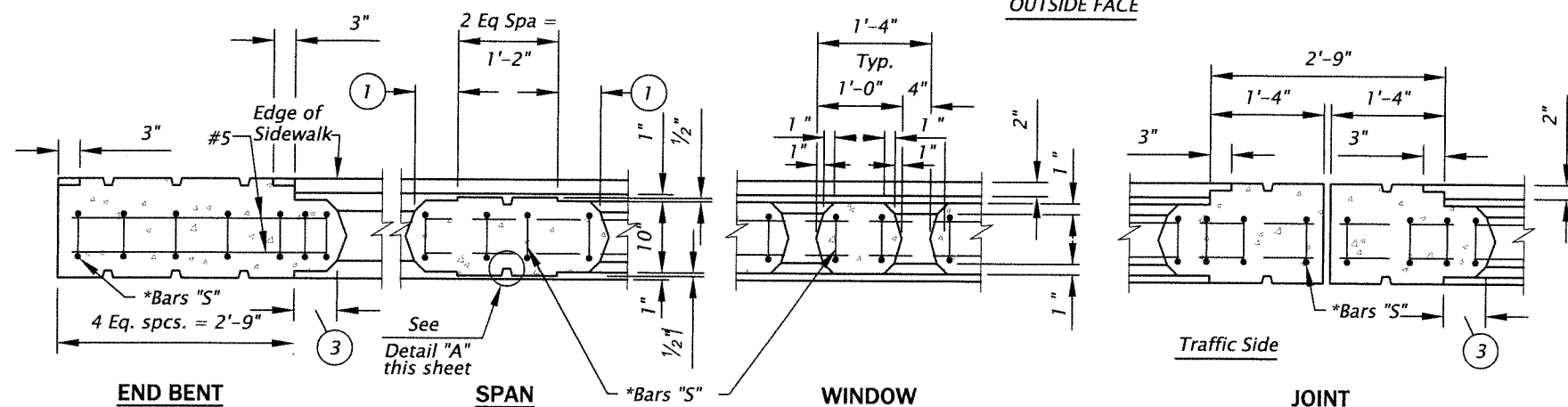


Note:
Field verify all dimensions
prior to rail construction.

RAIL LAYOUT

Scale: $1/2" = 1'-0"$

OUTSIDE FACE



END BENT

Note:
See Bent Bar Details, sht. J11

¢ Pilaster

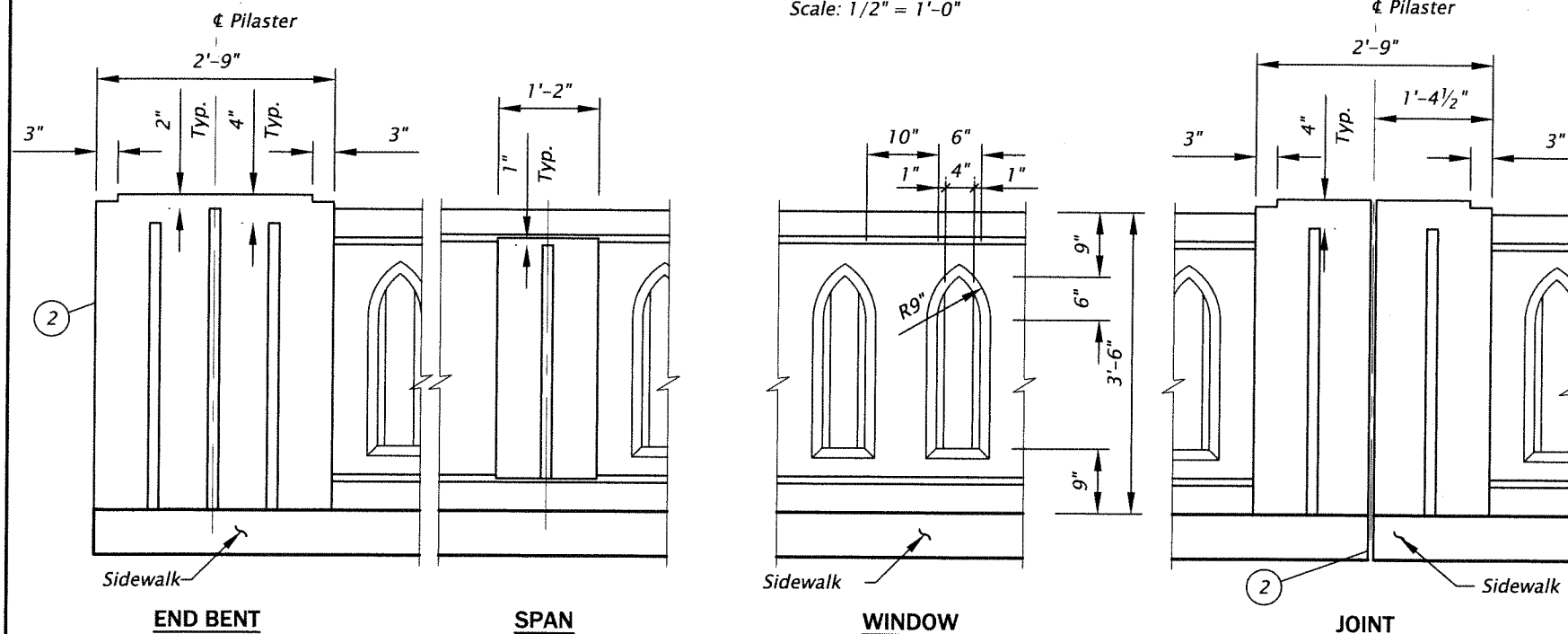
SPAN

WINDOW

EXTERIOR PILASTER PLAN

Scale: 1/2" = 1'-0"

JOINT



END BENT

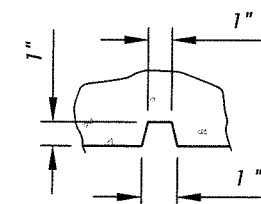
SPAN

WINDOW

EXTERIOR PILASTER ELEVATIONS

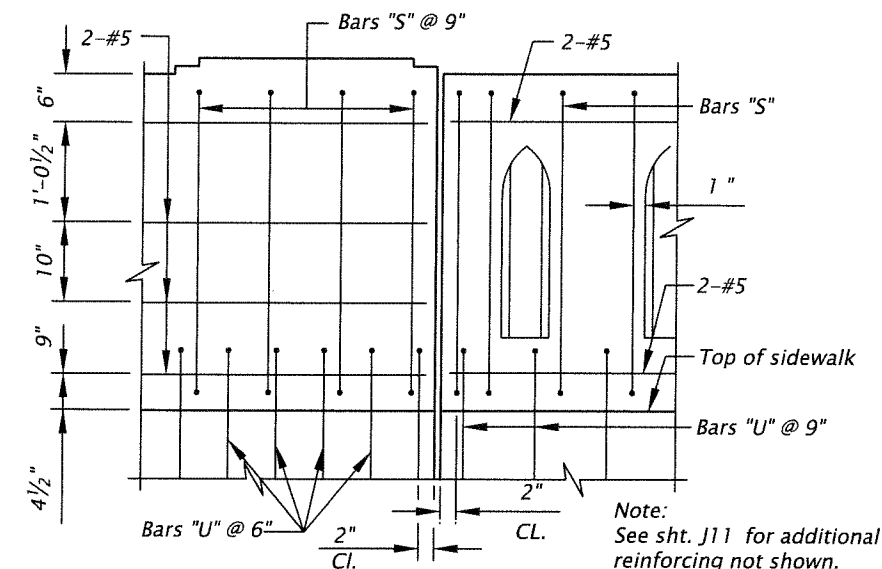
Scale: $1/2" = 1'-0"$

JOINT



DETAIL "A"

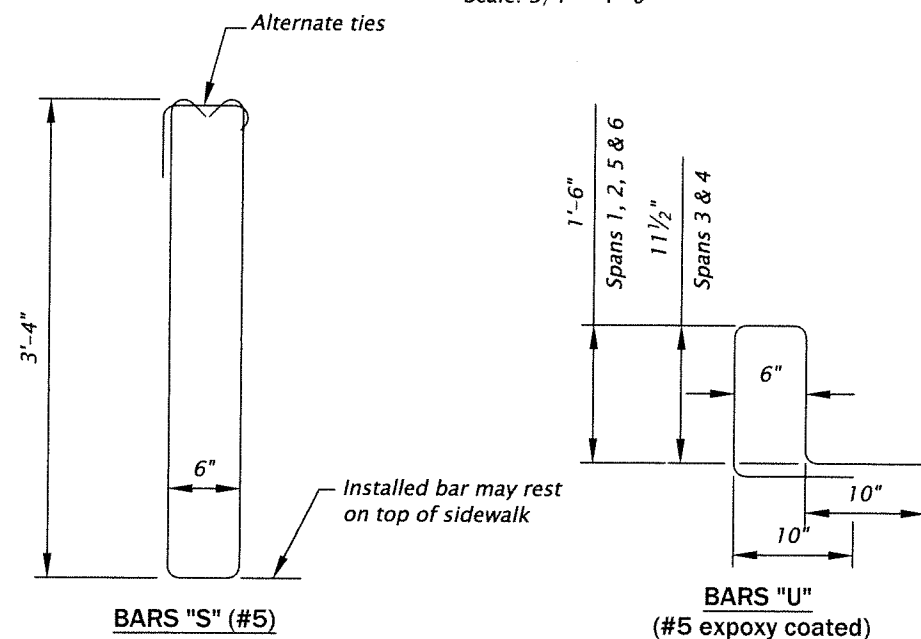
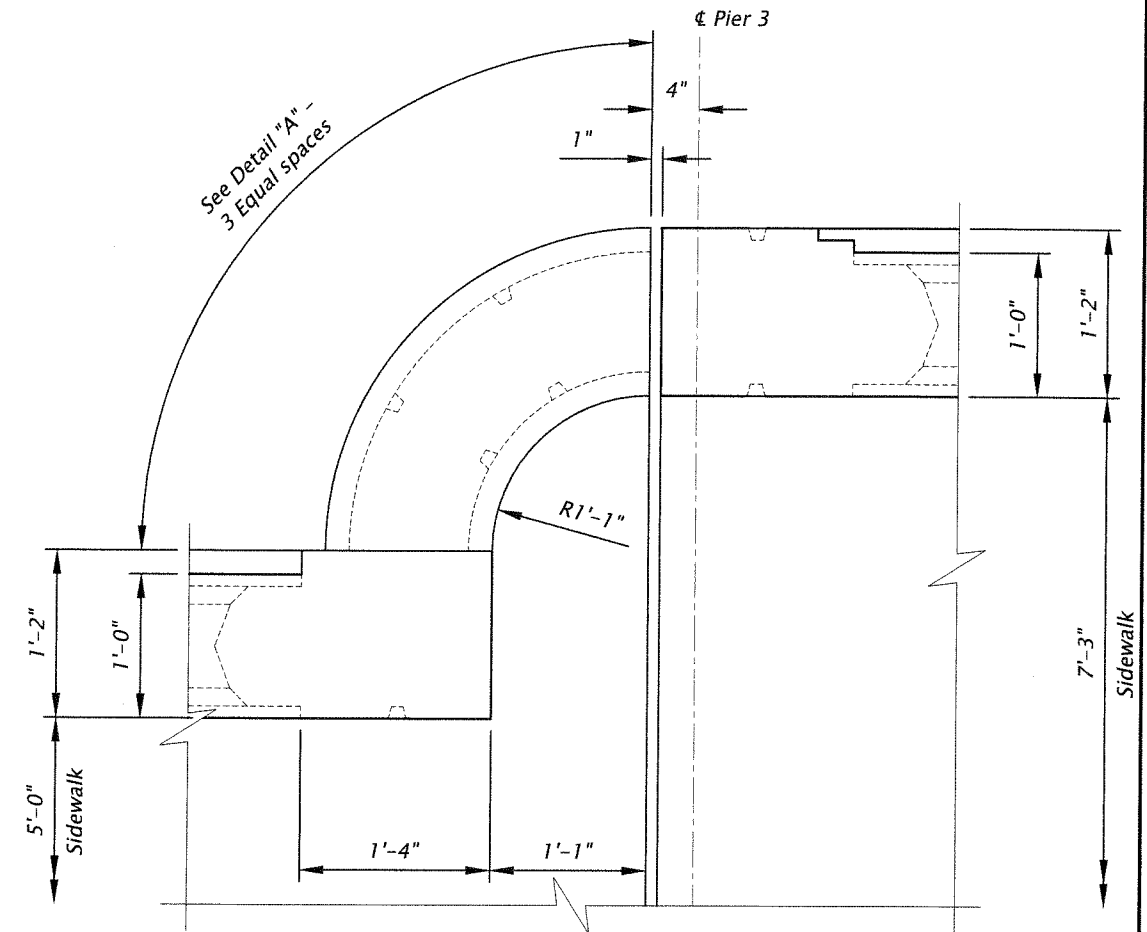
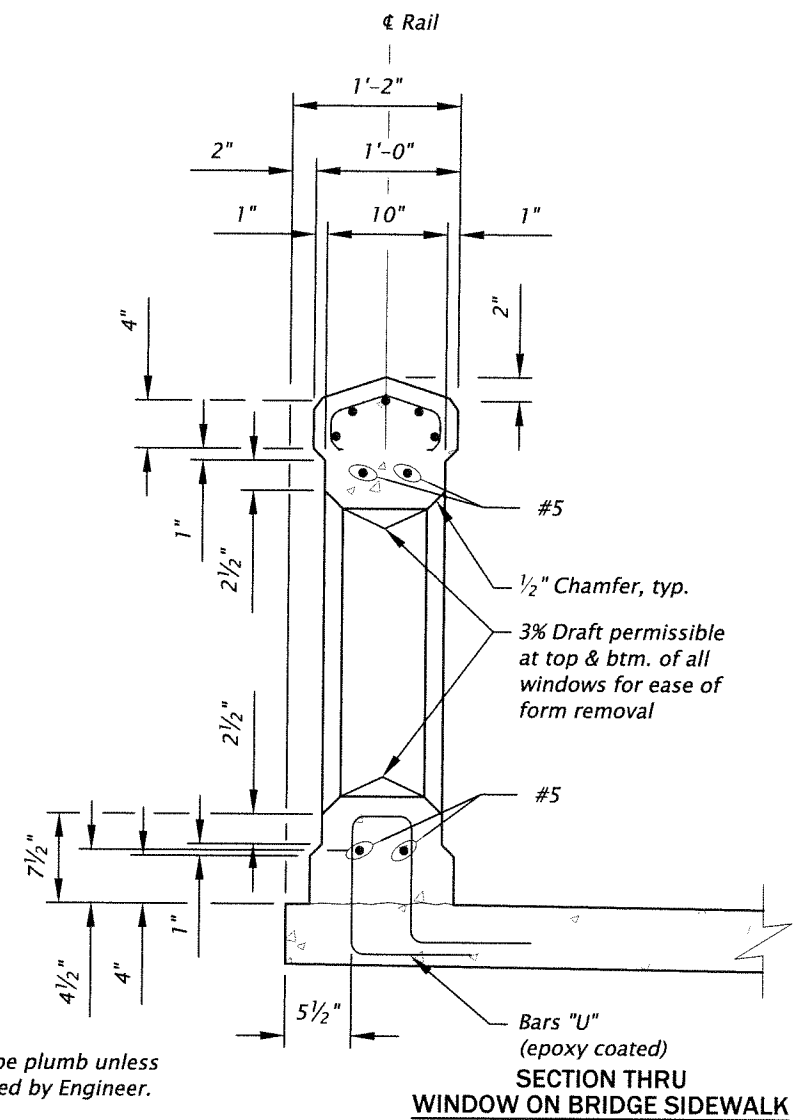
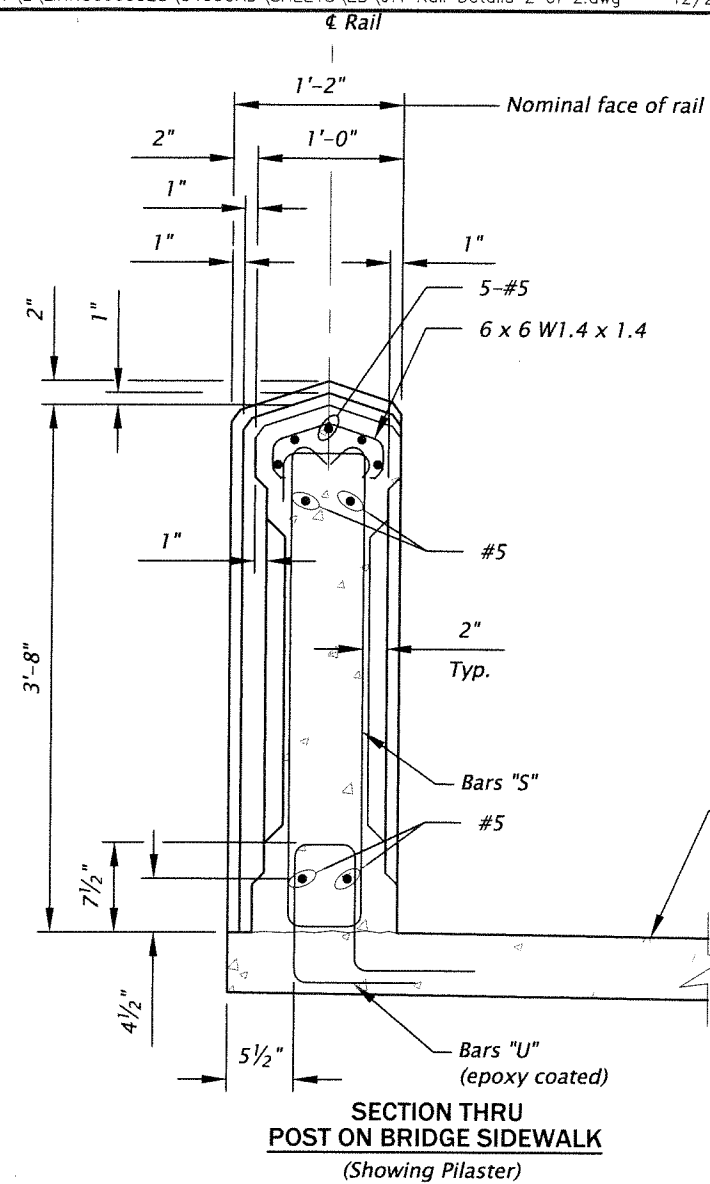
No Scale



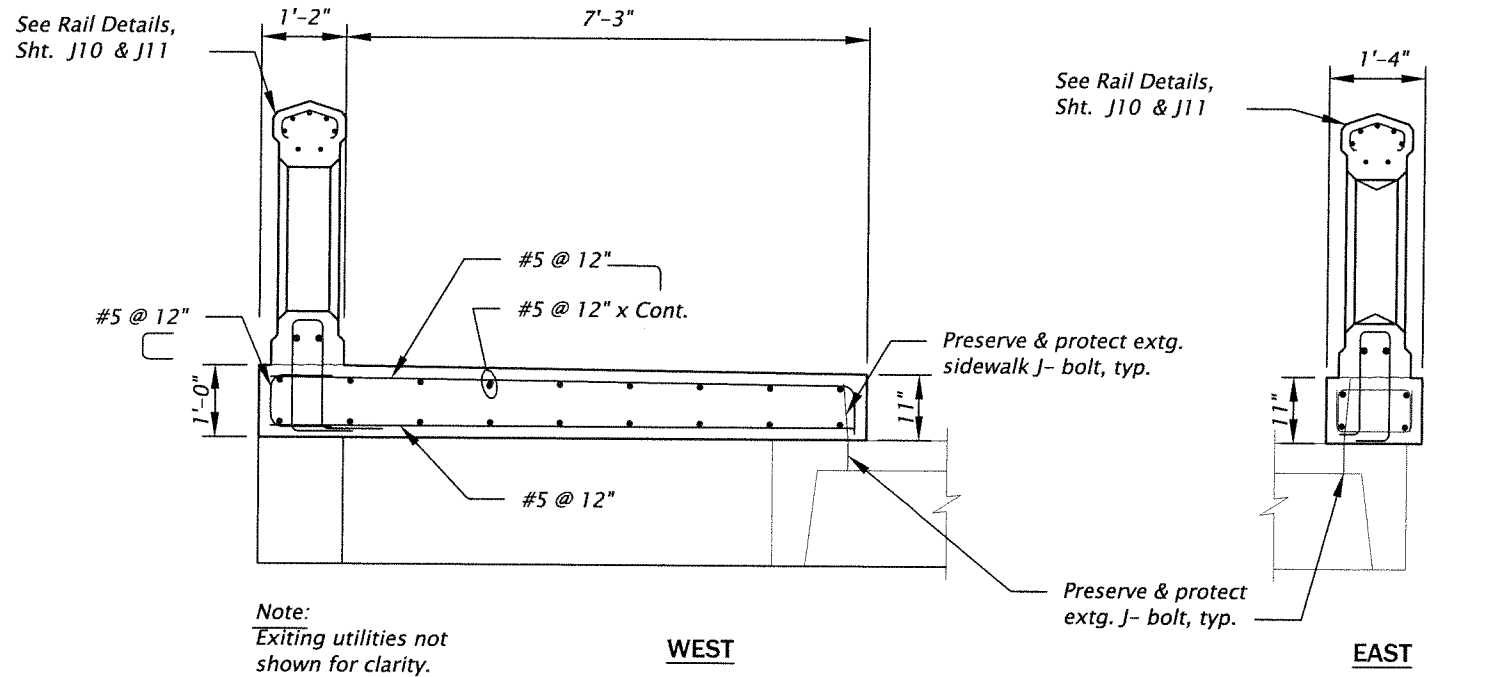
TYPICAL REINFORCING PLACEMENT

Scale: $1/2" = 1'-0"$

STRUCTURE NO. 02058			DAVID EVANS AND ASSOCIATES INC.	LINN COUNTY ROAD DEPARTMENT	
BDS DWG NO. 104471			530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919	
CALC. BOOK —			NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020		
HWY: 0006 M.P.: 7.45			Designer: Jasper Heckman	Reviewer: Guido Portier	
COUNTY LINN			Drafter: Jim Culpepper	Checker: Nowzar Ardalan	
DATE 12/2019	RENEWES:	RAIL DETAILS 1 OF 2		SHEET NO. J10	

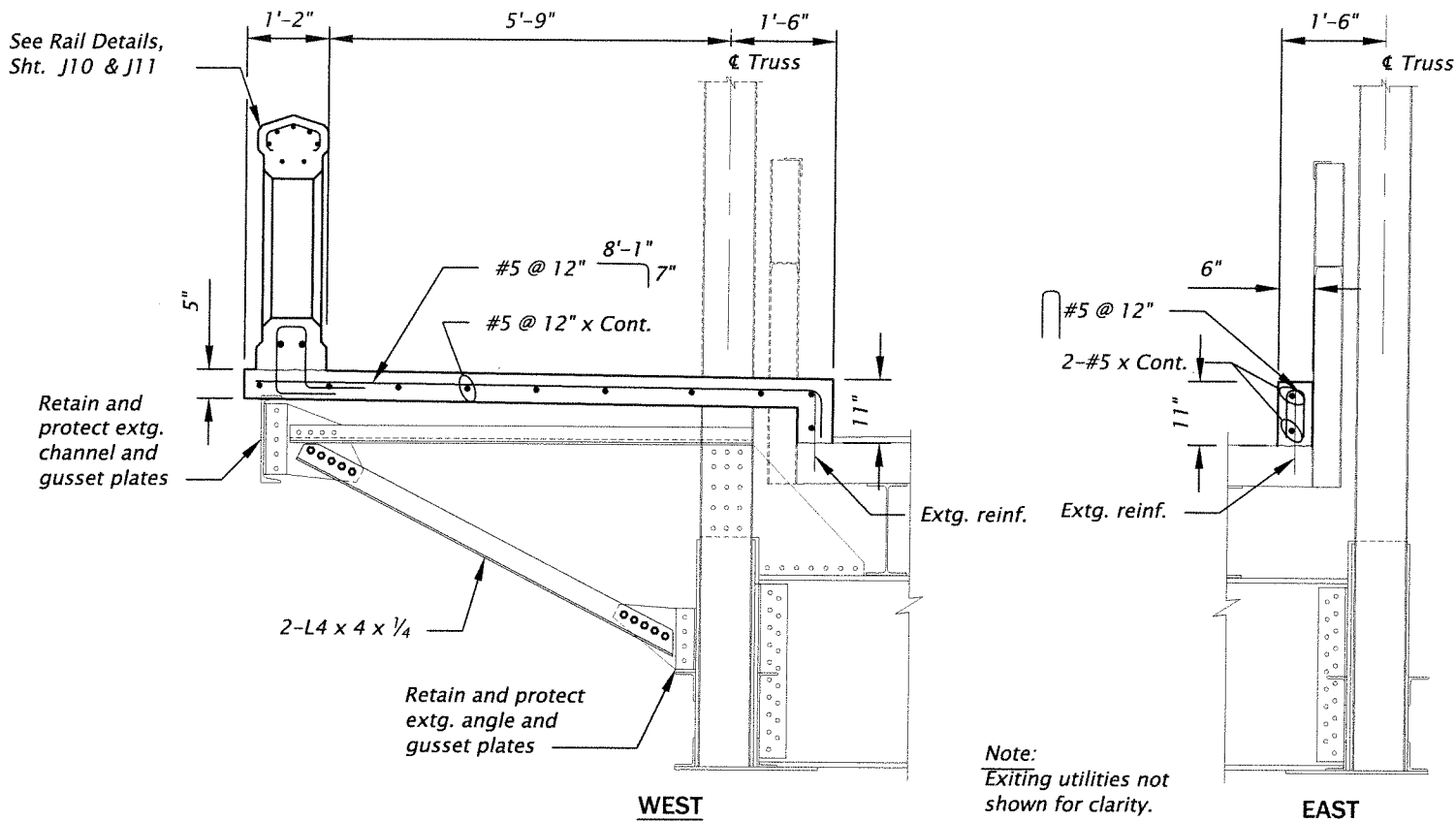


STRUCTURE NO. 02058			DAVID EVANS AND ASSOCIATES INC. 530 Center Street N E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919		
BDS DWG NO. 104472		NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020				
CALC. BOOK		Designer: Jasper Heckman Drafter: Jim Culpepper				
HWY: 0006 M.P.: 7.45		Reviewer: Guido Portier Checker: Nowzar Ardanian				
COUNTY LINN		RAIL DETAILS 2 OF 2				SHEET NO. J11
DATE 12/2019	RENEWS:					



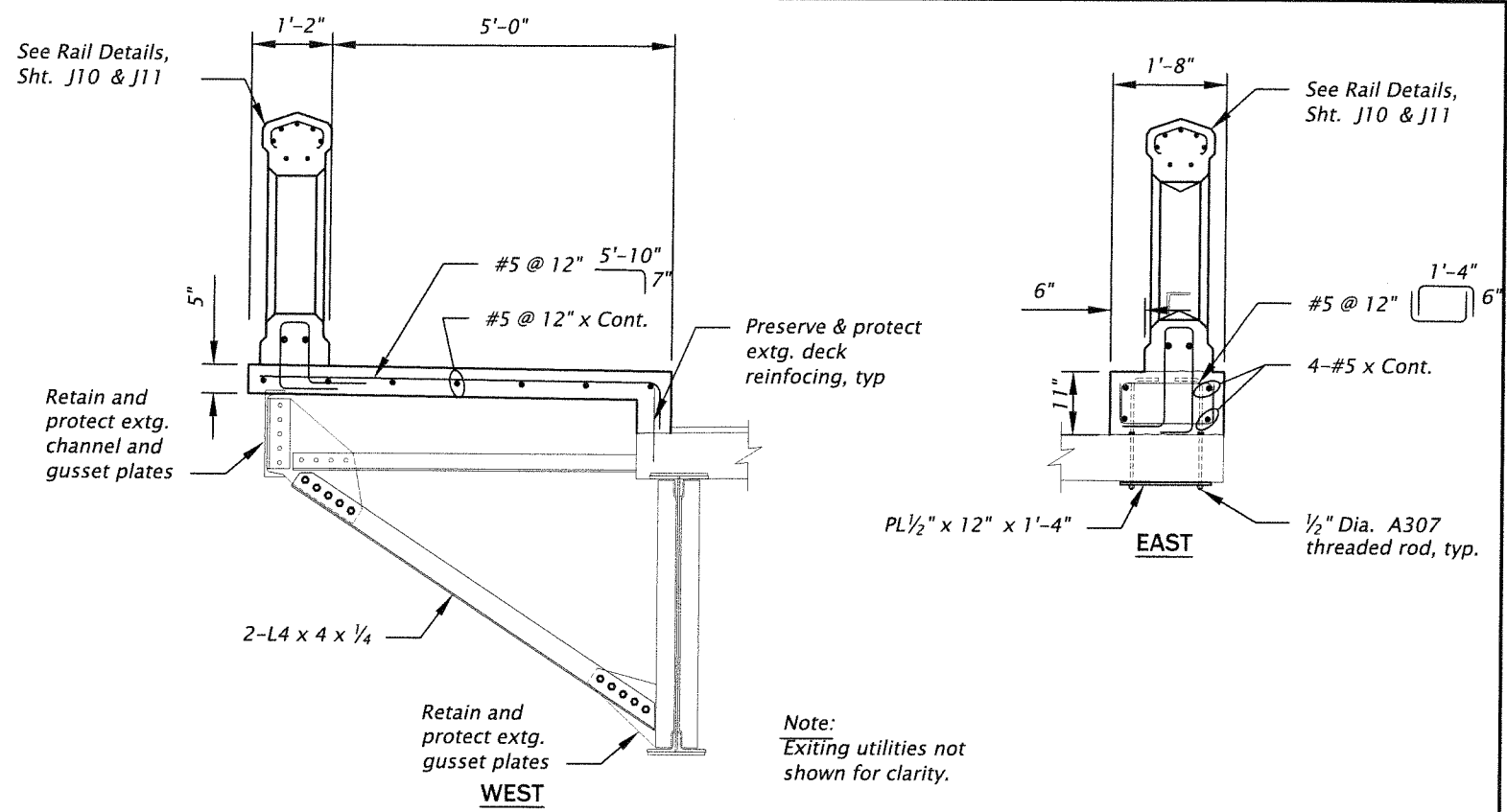
SIDEWALK AND CURB DETAILS - SPANS 1, 2, 5 & 6

Scale: 3/8" = 1'-0"



SIDEWALK AND CURB DETAILS - SPAN 4

Scale: 3/8" = 1'-0"






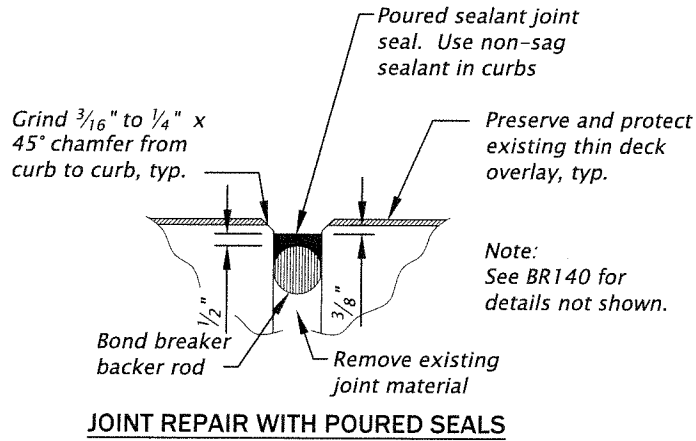
SIDEWALK AND CURB DETAILS - SPAN 3

Scale: 3/8" = 1'-0"

Sidewalk, Rail Replacement and Curb Repair:

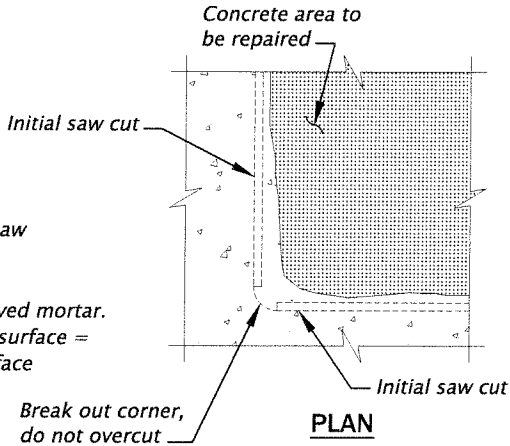
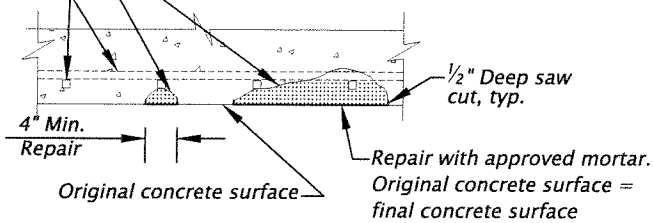
1. Remove existing rail, remove existing sidewalk, remove existing concrete from top and front faces of curbs, and protect existing concrete below the removal limits.
2. Replace channel and angles on sidewalk bracket.
3. Recast concrete sidewalk.
4. Recast concrete on top and front faces of curbs.
5. Construct new rail.

STRUCTURE NO. 02058		 DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635	LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919		
BDS DWG NO. 104473					
CALC. BOOK ---		NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020			
HWY: 0006 M.P.: 7.45		Designer: Jasper Heckman	Reviewer: Guido Portier		
COUNTY LINN		Drafter: Jim Culpepper	Checker: Nowzar Ardalan		
DATE 12/2019	RENEWS:	SIDEWALK AND CURB REPLACEMENT DETAILS			
				SHEET NO. J12	



Remove all unsound concrete per special provisions. Blast clean concrete surfaces and rebar before restoring concrete.

Existing rebar, typ.



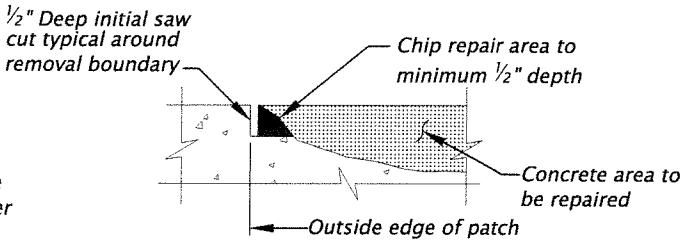
Notes:
Save and protect existing rebar.

Adjust saw cut depth as required to avoid damage to existing rebar.

Remove concrete in repair area to sound concrete but do not remove less than the minimum limits shown or as directed by the Engineer.

All repair areas shall receive a final surface finish matching the texture and color of existing concrete. Provide a Class 4 - sand blast finish per project special provisions.

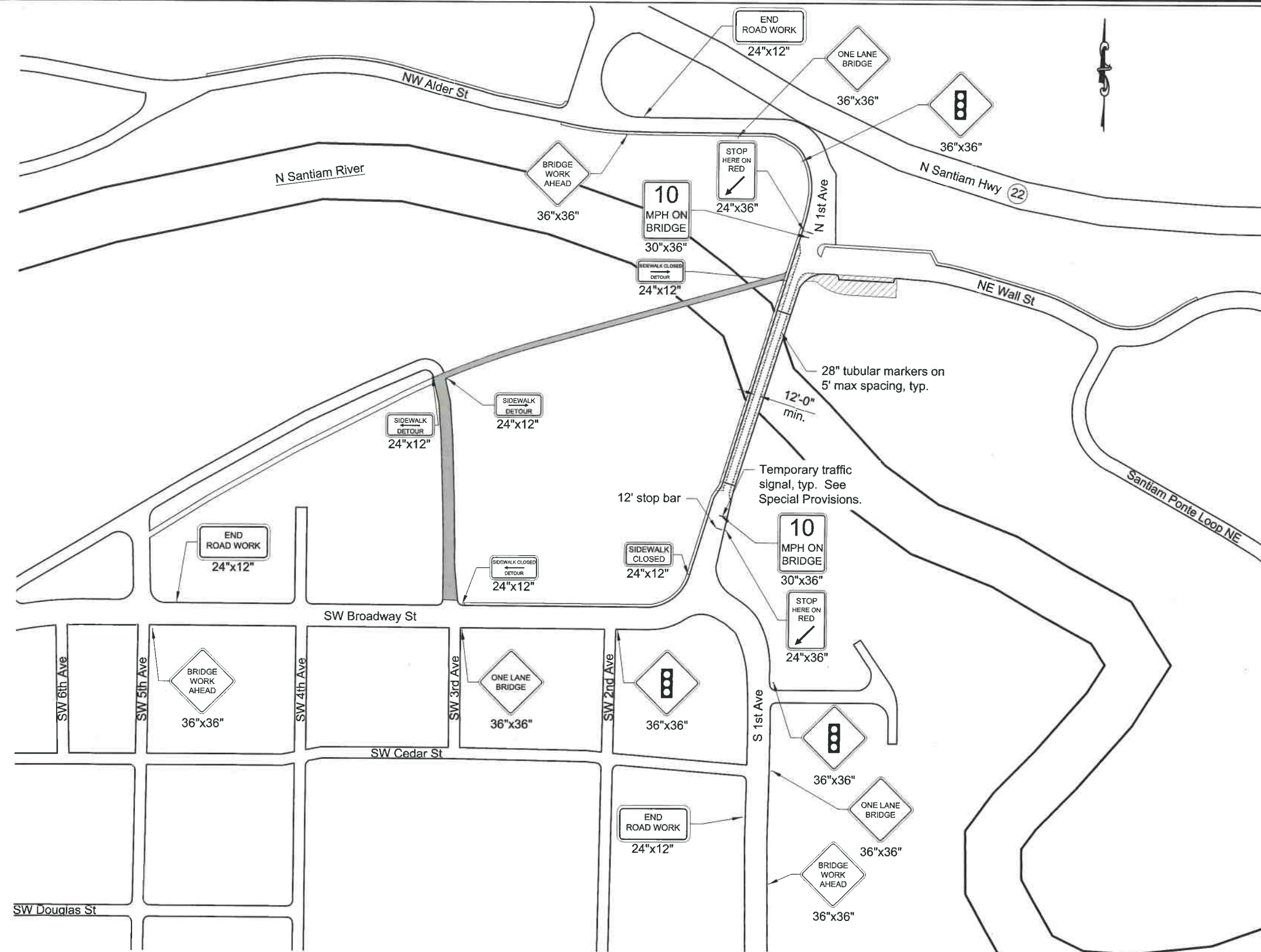
PCC repair mortar shall be on the ODOT QPL.



NEAR SURFACE STRUCTURAL CONCRETE REPAIR DETAILS


No Scale

STRUCTURE NO. 02058	<p>REGISTERED PROFESSIONAL ENGINEER 11821PE DRAFT JULY 16, 1987 GUIDO A. PORTIER</p>	<p>DAVID EVANS AND ASSOCIATES INC. 530 Center Street N.E., Suite 605 Salem Oregon 97301 Phone: 503.361.8635</p>	<p>LINN COUNTY ROAD DEPARTMENT 3010 Ferry Street SW Albany, Oregon 97322 Phone: (541) 967-3919</p>		
BDS DWG NO. 104474		<p>NORTH SANTIAM RIVER (MILL CITY) BRIDGE REHABILITATION FIRST AVENUE LINN COUNTY FEBRUARY 2020</p>			
CALC. BOOK ---		Designer: Jasper Heckman Reviewer: Guido Portier			
HWY: 0006 M.P.: 7.45		Drafter: Jim Culpepper Checker: Nowzar Ardalan			
COUNTY LINN		MISCELLANEOUS DETAILS			
DATE 12/2019		RENEWS:	SHEET NO. J13		



Notes:

1. Follow the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)*, the ODOT Sign Policy and Guidelines, and ODOT Standard Drawings for sign details and placement.
2. Portable traffic signals do not require State Traffic Engineer approval.
3. Supply portable traffic signals meeting the requirements of Section 00225.
4. Tubular markers not required where bridge rail is present.
5. Pedestrian access to remain open at all times.

-  Temporary Pedestrian Access Route (TPAR)
-  Construction/Staging Area

TRAFFIC CONTROL PLAN - ONE LANE OPEN ACROSS BRIDGE
NO SCALE



**LINN COUNTY
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COUNTY COMMISSION
ROGER NYQUIST
CHAIRMAN
JOHN LINDSEY
WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	BRIDGE NO:	0006-0745	DATE:	12/19/2019
			PROJECT NO:	CB1805		
			TRS:	T. 09 S., R. 03 E., SECTION 29 & 30, W.M.		
			DESIGNED BY:	K. Groom	CHECKED BY:	D. Malone
			DRAFTED BY:	K. Groom	REVIEWED BY:	C. Knoll

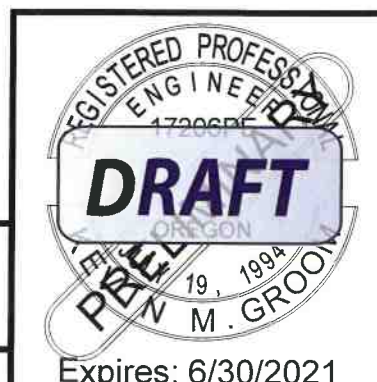
**NORTH SANTIAM RIVER (MILL
CITY) BRIDGE
FIRST AVENUE**

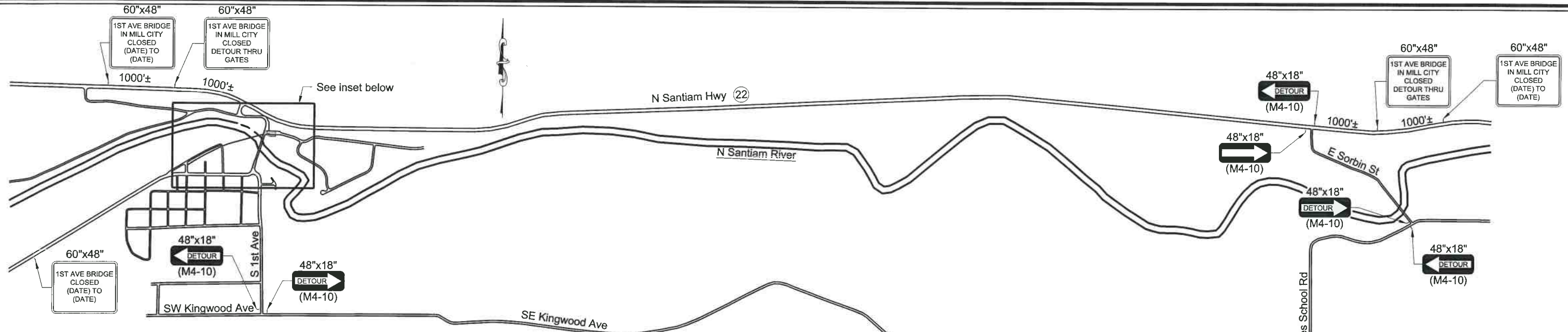
LINN COUNTY
2020

TRAFFIC CONTROL PLANS

**ONE-LANE CLOSURE AND
TEMP. PED. ACCESS ROUTE**

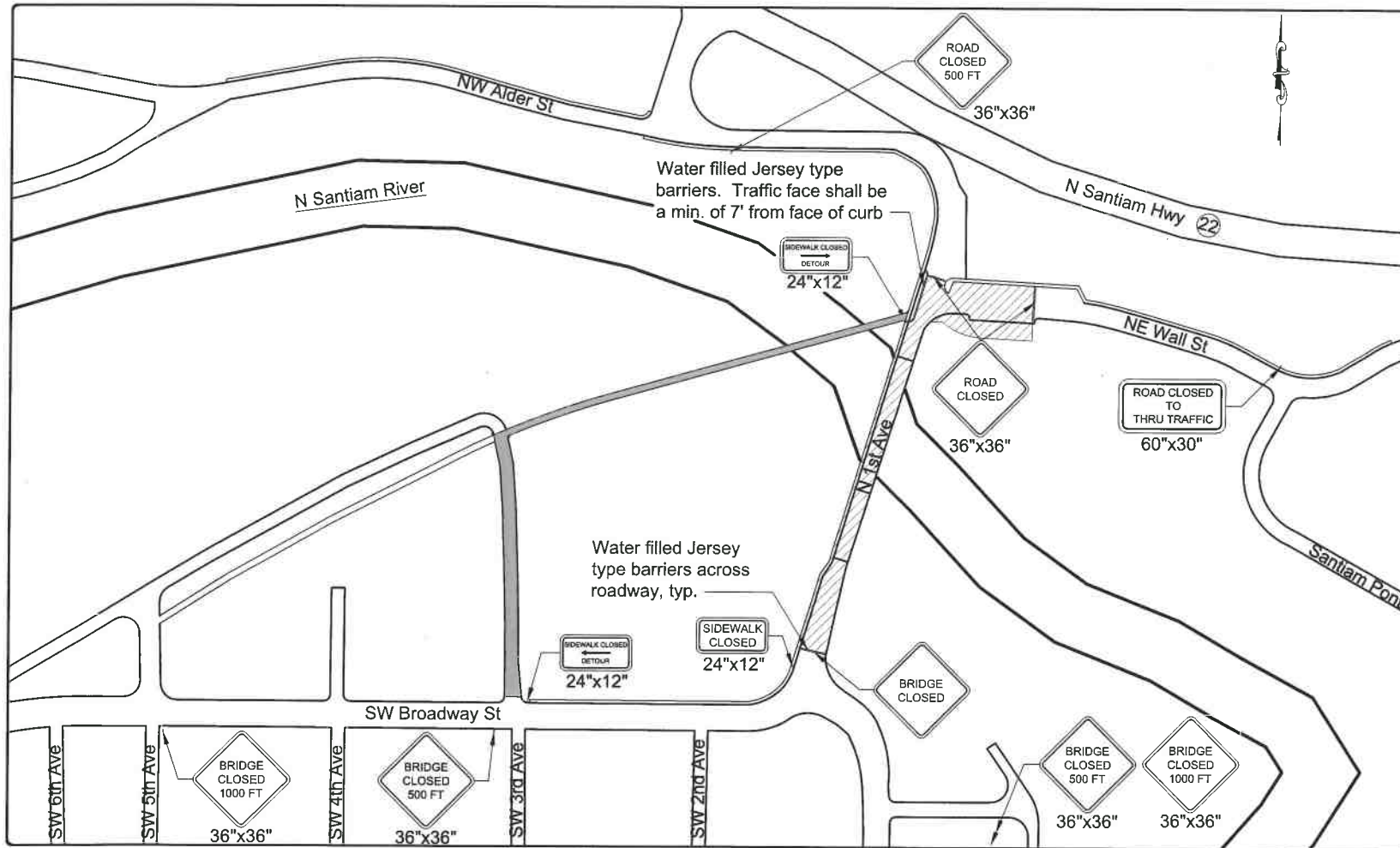
SCALE: AS SHOWN
SHEET TC-01





TRAFFIC CONTROL PLAN - BRIDGE CLOSURE & DETOUR

NO SCALE



Notes:

1. Follow the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)*, the ODOT Sign Policy and Guidelines, and ODOT Standard Drawings for sign details and placement.
2. Portable traffic signals do not require State Traffic Engineer approval.
3. Supply portable traffic signals meeting the requirements of Section 00225.
4. Tubular markers not required where bridge rail is present.
5. Pedestrian access to remain open at all times.

- Temporary Pedestrian Access Route (TPAR)
- Construction/Staging Area

Water Filled Jersey Barriers:

Place water filled Jersey type barricades full width of the road. Barriers to be located as shown. Barriers to include a minimum of 2 flashing warning lights at each end of the bridge. "Road Closed" signs to be placed on front of barriers. Barriers shall meet the MUTCD.



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CHAIRMAN
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WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	BRIDGE NO:	DATE:
			0006-0745	12/19/2019
			PROJECT NO:	CB1805
			TRS:	T. 09 S., R. 03 E., SECTION 29 & 30, W.M.
			DESIGNED BY:	K. Groom
			CHECKED BY:	D. Malone
			DRAFTED BY:	K. Groom
			REVIEWED BY:	C. Knoll

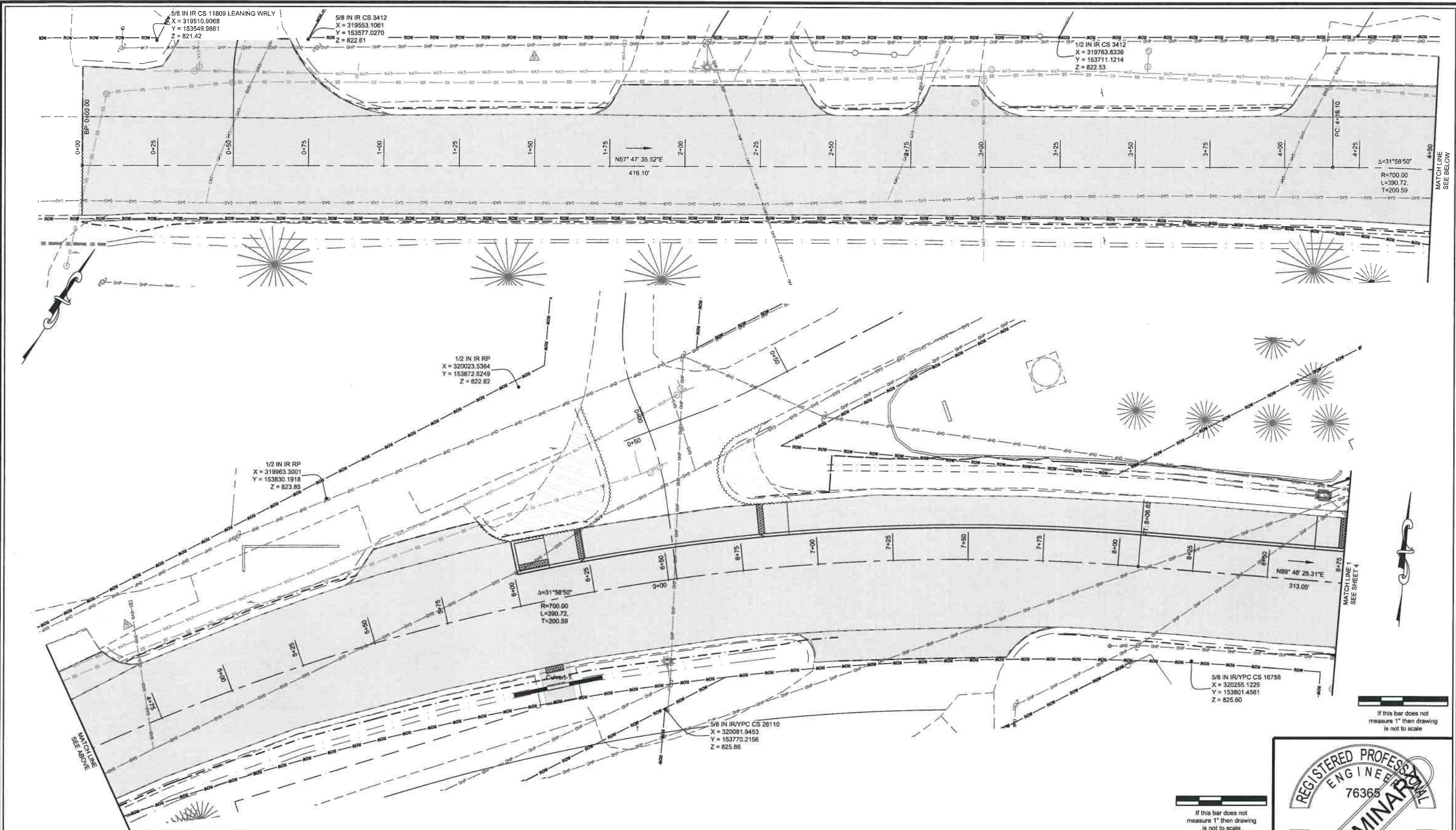
**NORTH SANTIAM RIVER (MILL CITY) BRIDGE
FIRST AVENUE**


LINN COUNTY
2020

TRAFFIC CONTROL PLANS
**BRIDGE CLOSURE & DETOUR AND
TEMP. PED. ACCESS ROUTE**

SCALE: AS SHOWN SHEET TC-02







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WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	ROAD NO:	CR0006	DATE:	01/07/2020
			PROJECT NO:	CR1702		
			TRS:	T09S R03E SEC 30, W.M.		
			DESIGNED BY:	d.malone	CHECKED BY:	X.X
			DRAFTED BY:	d.malone	REVIEWED BY:	X.X

MILL CITY DOWNTOWN
REVITALIZATION PROJECT

BROADWAY STREET

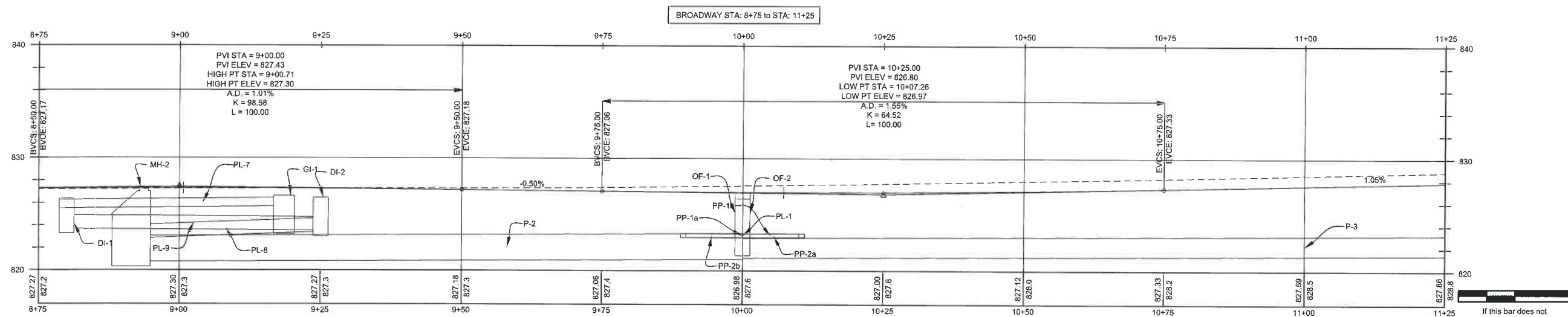
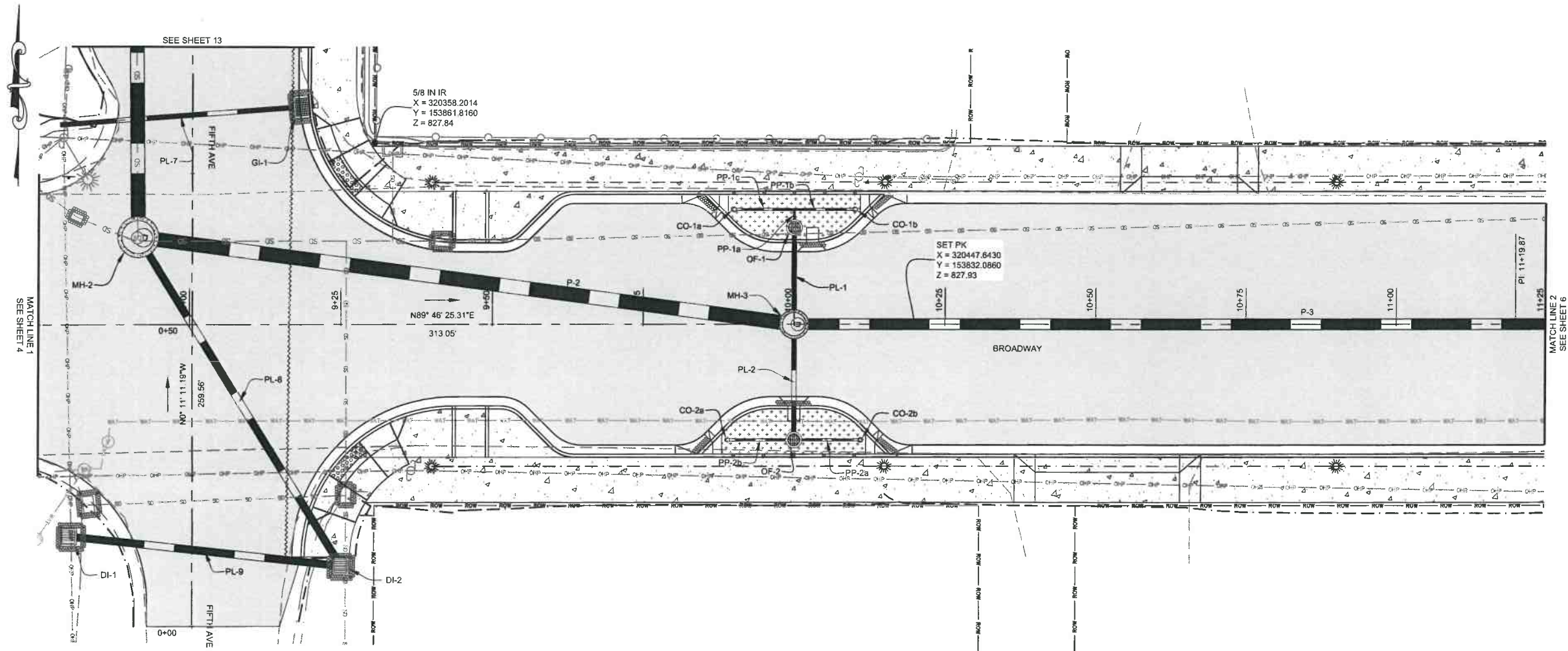
LINN COUNTY
MONTH YEAR

PLAN SHEET
BROADWAY
STA: 0+00 TO STA: 8+75

SCALE: 1" = 30'

SHEET 7

REGISTERED PROFESSIONAL ENGINEER
76365
DAVID LEAH MALONE
23, 2013
RENEWALS:



If this bar does not
measure 1" then drawing
is not to scale



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ROAD DEPARTMENT**
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CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	ROAD NO:	CR0006	DATE:	01/07/2020
			PROJECT NO:	CR1702		
			TRS:	T09S R03E SEC 30, W.M.		
			DESIGNED BY:	d.malone	CHECKED BY:	X.X
			DRAFTED BY:	d.malone	REVIEWED BY:	X.X

**MILL CITY DOWNTOWN
REVITALIZATION PROJECT**

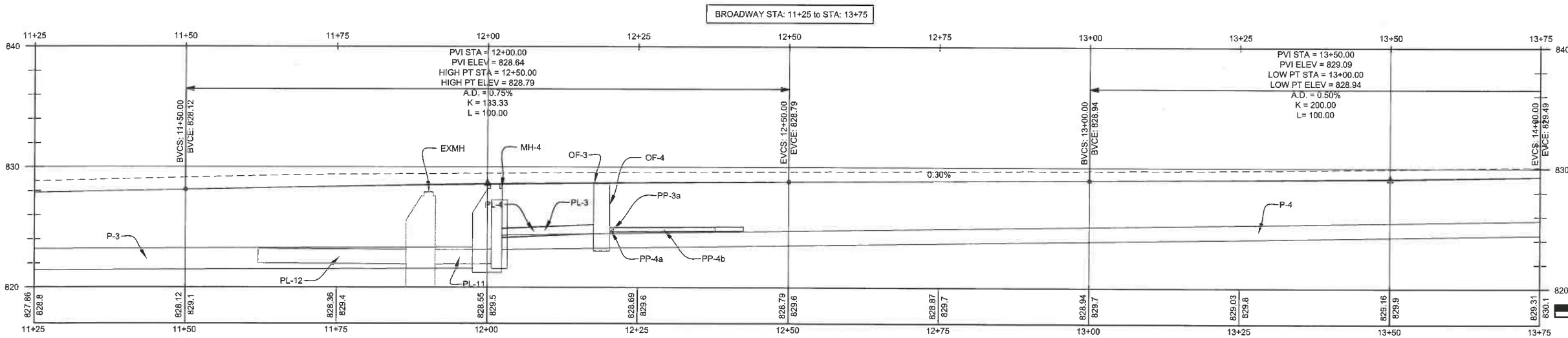
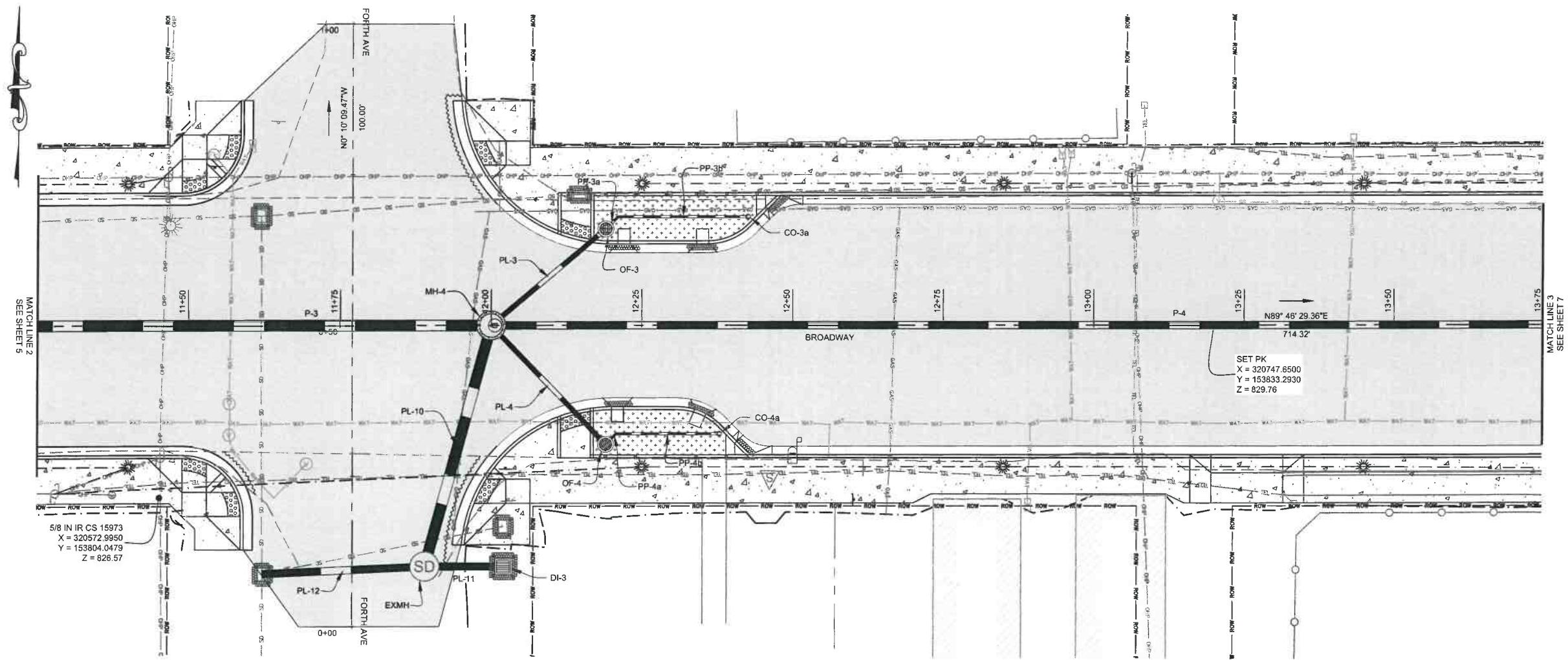
BROADWAY STREET

LINN COUNTY
MONTH YEAR

**PLAN AND PROFILE SHEET
BROADWAY**
STA: 8+75 TO STA: 11+25

SCALE: H: 1" = 20'
V: 1" = 10' **SHEET 8**





**LINN COUNTY
ROAD DEPARTMENT**
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JOHN LINDSEY
WILLIAM TUCKER

ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	ROAD NO:	DATE:
			CR0006	01/07/2020
			PROJECT NO: CR1702	
			TR: T09S R03E SEC 30, W.M.	
			DESIGNED BY: d.malone	CHECKED BY: X.X
			DRAFTED BY: d.malone	REVIEWED BY: X.X

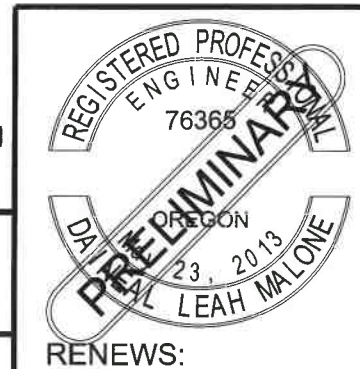
**MILL CITY DOWNTOWN
REVITALIZATION PROJECT**

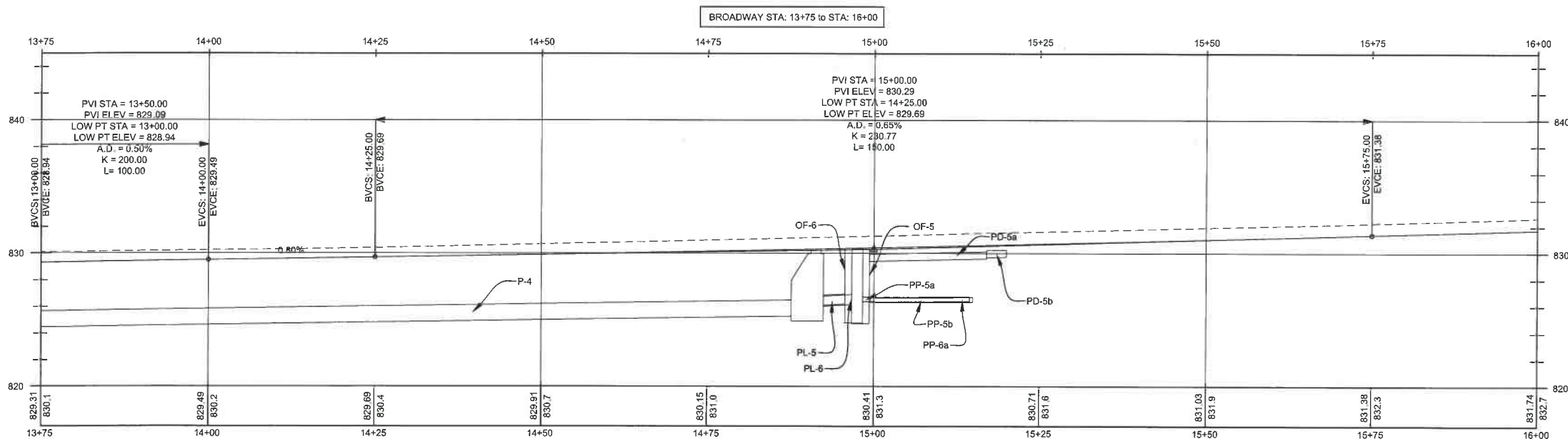
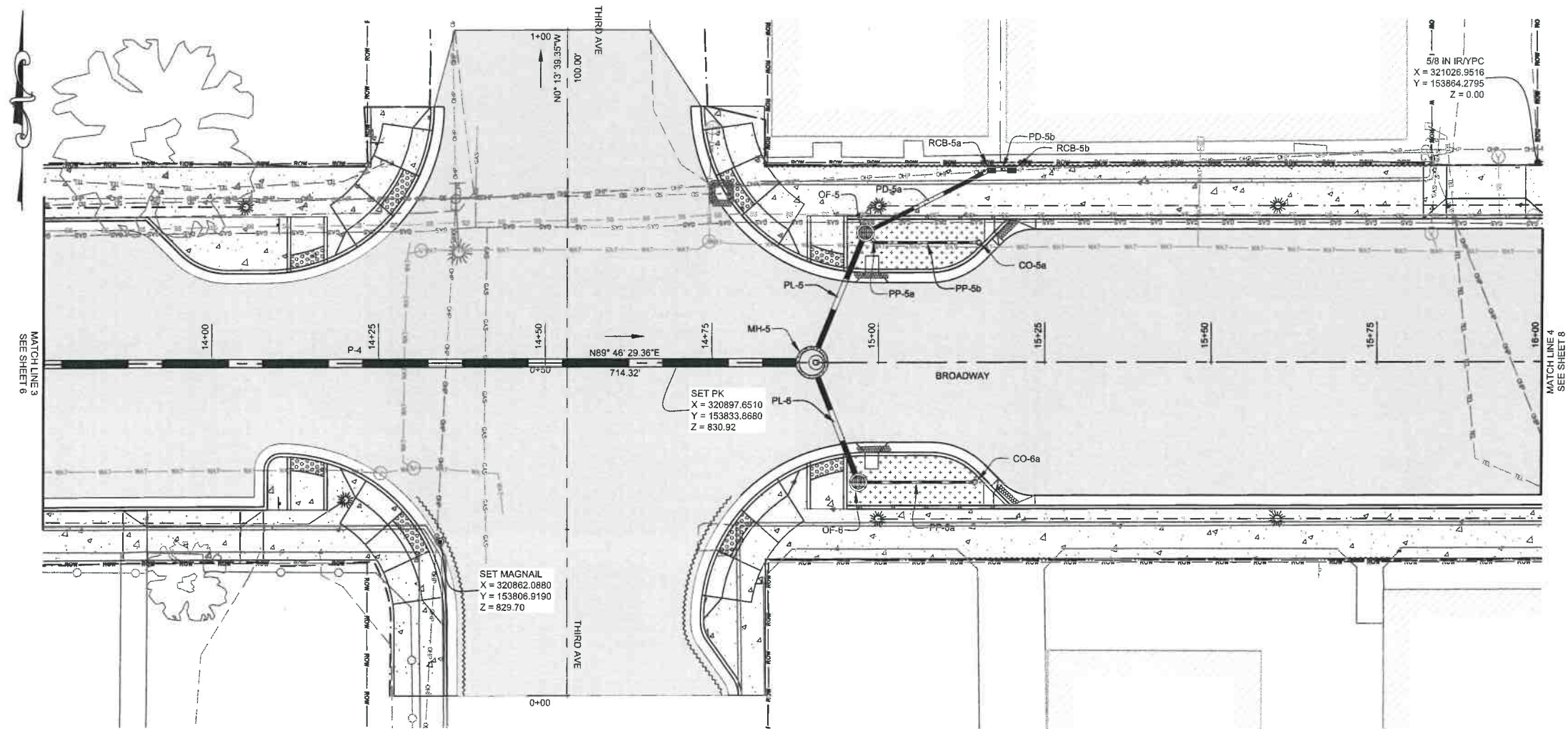
BROADWAY STREET

LINN COUNTY
MONTH YEAR

PLAN AND PROFILE SHEET
BROADWAY
STA: 11+25 TO STA: 13+75

SCALE: H: 1" = 20'
V: 1" = 10' **SHEET 9**





If this bar does not
measure 1" then drawing
is not to scale



**LINN COUNTY
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ROADMASTER
DARRIN L. LANE, P.E.
COUNTY ENGINEER
CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:	ROAD NO:	DATE:
			CR0006	01/07/2020
			PROJECT NO: CR1702	
			TRS: T09S R03E SEC 30, W.M.	
			DESIGNED BY: d.malone	CHECKED BY: X.X
			DRAFTED BY: d.malone	REVIEWED BY: X.X

**MILL CITY DOWNTOWN
REVITALIZATION PROJECT**

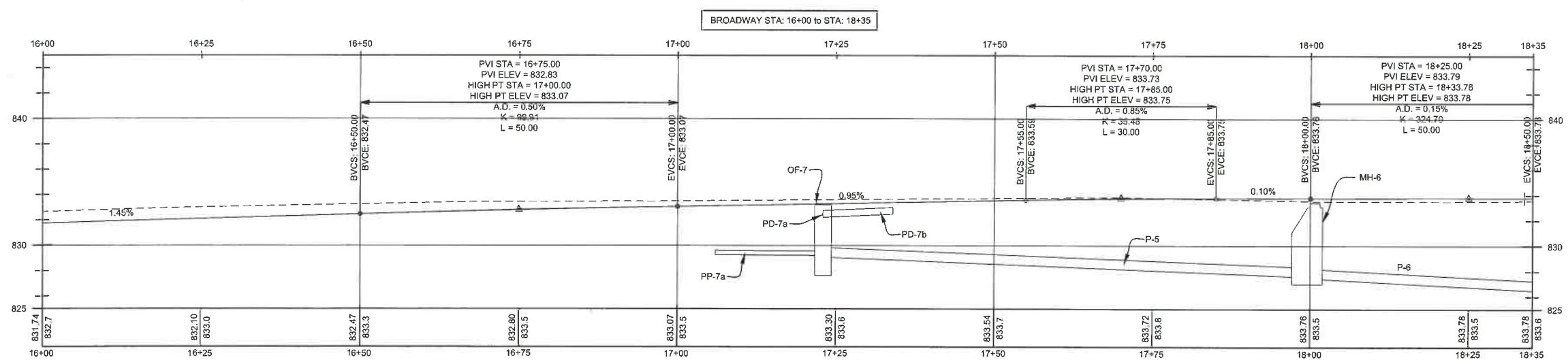
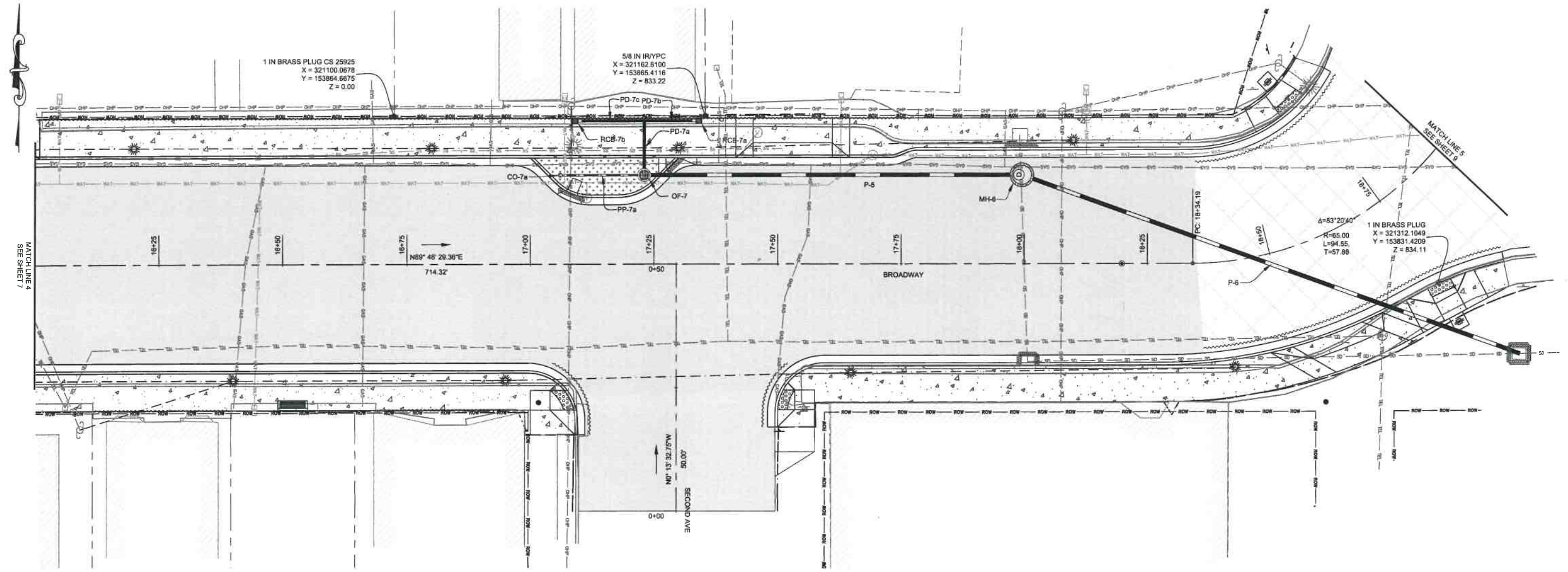
BROADWAY STREET

LINN COUNTY
MONTH YEAR

**PLAN AND PROFILE SHEET
BROADWAY**
STA: 13+75 TO STA: 16+00

SCALE: H: 1" = 20'
V: 1" = 10' **SHEET 10**

REGISTERED PROFESSIONAL ENGINEER
76365
LEAH MALONE
23, 2013
PRELIMINARY
RENEWALS:



If this bar does not
 measure 1" then drawing
 is not to scale



**LINN COUNTY
ROAD DEPARTMENT**
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ROADMASTER
 DARRIN L. LANE, P.E.
COUNTY ENGINEER
 CHARLES R. KNOLL, P.E.

DATE:	REVISION:	BY:

ROAD NO: CR0006	DATE: 01/07/2020
PROJECT NO: CR1702	
TRS: T09S R03E SEC 30, W.M.	
DESIGNED BY: d.malone	CHECKED BY: X.X
DRAFTED BY: d.malone	REVIEWED BY: X.X

MILL CITY DOWNTOWN
 REVITALIZATION PROJECT

 BROADWAY STREET

 LINN COUNTY
 MONTH YEAR

PLAN AND PROFILE SHEET
 BROADWAY
 STA: 16+00 TO STA: 18+90

 SCALE: H: 1" = 20'
 V: 1" = 10'
 SHEET 11

REGISTERED PROFESSIONAL ENGINEER
76365
DALE L. LEAH
OREGON
23, 2013
LEAH MALONE

PRELIMINARY

RENEWS:

City of Mill City
P.O. Box 256
Mill City, Oregon 97360
Phone: 503-897-2302 Fax: 503-897-3499

Memorandum

Date: January 9, 2020
To: Mayor Kirsch and Council
From: Stacie Cook, MMC, City Recorder
Subject: **New Business for January 14, 2020 Council Meeting**

a. Resolution No. 844 – I.R.S. Official Intent

As everyone is aware, the City is the recipient of a \$1.88 Million funding appropriation for storm water improvements. The funding will not be made available to us until after bonds have been sold, most likely in the spring of 2021. As you are also aware, there are multiple projects happening concurrently within the City; the TIGER project, the Santiam Canyon School District campus rebuild and the storm drainage work.

These projects all have components that intersect and should be completed at the same time. This would result in a significant savings to the City and avoid unnecessary reconstruction of newly constructed street improvements.

Planner Dave Kinney and I have met with Michelle Bilberry, Infrastructure Finance Authority (IFA) to discuss the situation and provide an overview of the three projects. We made the specific request to receive authorization to expend dollars prior to signing the grant agreement and have them be deemed reimbursable by IFA.

Mrs. Bilberry advised that expenses for engineering and design are reimbursable within a certain time frame and that she has authority to approve these expenses. However, construction is generally not reimbursable prior to execution of the grant agreement. Mrs. Bilberry did indicate that there may be a possibility of authorization for a small amount of construction to be completed because of the cost savings and new construction factors.

Mrs. Bilberry took the request to her supervisor and responded with the following:

“Those pre-award costs can be covered if they adopt an “official intent”. Ideally they should adopt it before the first expenditure (but it can be adopted up to 60 days after).

I understand the IRS regs to say that pre-award costs cannot be more than 18 months before the disbursement of the bond funds. So if bonds are sold in April 2021 and we have a contract and disbursement request in, say, mid-May 2021, that fits within the time limit.”

Resolution No. 844 states the City of Mill City’s “Official Intent” as required by IRS regulations.

The resolution outlines the project elements which we intend to expend dollars on prior to execution of the agreement. These include:

1. Preliminary engineering services for storm drainage improvements including:
 - a. *Storm Drainage Facilities Master Plan* update.
 - b. Pre-design services by the City's consulting engineer.
 - c. Survey data collection and preparation
 - d. Final design of storm drainage facilities, including preparation of bid specifications and bid documents.
 - e. Final design of storm drainage facilities in the City's public right-of-way adjacent to the Santiam Jr./Sr. High School campus and the Santiam Elementary School campus in Mill City, Oregon. Design and engineering services will be provided by Locke Civil & Structural Engineers, the Santiam School District's consulting engineer. The City's share of the design cost are for storm drainage facilities that are recommended by the City to be constructed concurrently with the school district's public improvements.
2. Construction: A small amount of construction. This will include the city share for construction of storm drainage facilities adjacent to the Santiam Jr/Sr High School and Santiam Elementary School campuses that are identified in a written Development Agreement between the City of Mill City and the Santiam Canyon School District. The improvements may include storm sewers, catch basins, manholes, storm detention/retention facilities.
3. Maximum Expenditure: The preliminary services shall not exceed \$200,000.

Staff will need to review the budget to find potential dollars that would be available to cover costs until a disbursement request could be made. Mr. Kinney and I are working with Santiam Canyon School District Superintendent Todd Miller to determine how best to proceed while ensuring that the work is done as efficiently and inexpensively as possible.

City Attorney Jim McGehee has been provided the resolution for review.

Requested Action: Motion to Approve Resolution No. 844 – A Resolution Adopting an I.R.S “Official Intent” in Anticipation of Receipt of Bond Proceeds From the Sate of Oregon.

b. Audit Contract; FY's 2020, 2021, 2022

Enclosed is a new contract for audit services with Accuity, LLC. This contract covers Fiscal Years of 2019/2020, 2020/2021 and 2021/2022. The contract amount for each year is \$16,500.

Based on a recommendation given to a prior member of the Council that auditors should be changed every three to five years, the City issued an RFQ for audit services. After reviewing proposals and conducting interviews, Accuity, LLC was hired and a contract executed in March

2014. Accuity has done an excellent job with the audit and staff has not concerns with their ability to continue to provide excellent service to the City. However, based on the prior recommendation, I wanted to be sure that the Council has the opportunity to consider whether the City should go through the RFQ process at this time before signing a three year contract.

If there are no concerns with the contract, changes that the Council wishes to see and if the Council does not want to open the RFQ process for the next three years, a motion to approve the contract should be made.

Requested Action: **Discussion.**

Possible Motions: **To Approve Audit Contract with Accuity, LLC in for Fiscal Years 2019-2020, 2020-2021 and 2021 2022 in the Amount of \$16,500 Per Year and to Authorize Mayor Kirsch to Sign the Contract.**

To Direct Staff to Issue an RFQ for Audit Services for the 2019-2020 Fiscal Year.

c. **Other**

RESOLUTION NO. 844

A RESOLUTION ADOPTING AN I.R.S. “OFFICIAL INTENT” IN ANTICIPATION OF RECEIPT OF BOND PROCEEDS FROM THE STATE OF OREGON

WHEREAS, Section 27 of 2019 HB 5030 passed by the Oregon Legislature and signed into law appropriated \$1.88 Million on net proceeds of lottery bonds issued by the State of Oregon and transferred to the Oregon Business Development Department for deposit in the OBDD Economic Development Distributions Fund established under section 28, chapter 748, Oregon Laws 2017, for distribution to the City of Mill City for storm drainage system improvements. The bonds are anticipated to be issued in late spring 2021; and

WHEREAS, such funding may come from the proceeds of tax-exempt government bonds, and consequently impose restrictions on “pre-award” costs that can be reimbursed with such proceeds; and

WHEREAS, the City intends to incur pre-award costs to be reimbursed with financial assistance from the bond proceeds, and to qualify those costs as eligible, intends to adopt an official intent in compliance with I.R.S. regulations at Code of Federal Regulations, Title 26, Chapter I – Internal Revenue Service, Department of the Treasury. Subchapter A – Income Tax. Part 1 – Income Taxes. Tax Exemption Requirements for State and Local Bonds.

WHEREAS, the City of Mill City intends to incur pre-award costs for storm drainage engineering, design and limited construction of storm drainage improvements, including but not limited to, the following:

- A. Mill City Storm Drainage Master Plan update including analysis and engineering services; and
- B. Engineering design services for storm drainage improvements within the SW Broadway, SW Spring Street and SE 5th Avenue storm drainage sub-basins; and
- C. Engineering design services for storm drainage improvements within and adjacent to SW Broadway Avenue, which will be reconstructed in 2021 using a U. S. Department of Transportation TIGER Grant that was awarded to the City of Mill City and Linn County; and
- D. Construction of the city share of public storm drainage improvements within SW Evergreen Street, SW 4th Avenue and SW Cedar Street rights-of-way adjacent to the Santiam Canyon School District’s Santiam Jr./Sr. High School campus, which will be constructed in 2020 and 2021;

WHEREAS, the City’s coordination of storm drainage analysis, engineering design and construction of storm drainage improvements with the TIGER grant project and the Santiam Canyon School District’s school improvement project will result in significant cost savings to the City, result in the construction of improvements prior to or concurrently with the two projects and will avoid the unnecessary disturbance, excavation and reconstruction of newly constructed street improvements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mill City, Oregon, the Governing Body of the Recipient, that:

SECTION 1: The above stated findings are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the OBDD pursuant to the Finance Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the OBDD may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution constitutes “official intent” within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

APPROVED AND ADOPTED by the Council this 14th day of January 2020.

Date: _____ By: TIMOTHY L. KIRSCH, Mayor

Date: _____ Attest STACIE COOK, MMC, City Recorder

AUDIT CONTRACT

THIS CONTRACT, made this 2nd day of January 2020, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and CITY OF MILL CITY, Mill City, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of CITY OF MILL CITY, Mill City, Oregon for the fiscal year ending June 30, 2020, 2021, and 2022 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of CITY OF MILL CITY, Mill City, Oregon, and to determine if CITY OF MILL CITY has complied substantially with appropriate legal provisions.

ACCUITY, LLC agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of ACCUITY, LLC are necessary beyond the extent of the work contemplated, notification of such unusual conditions shall be delivered to CITY OF MILL CITY, Mill City, Oregon who shall instruct ACCUITY, LLC concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 31, after the close of each annual period covered by this contract. Adequate copies of such report shall be delivered to CITY OF MILL CITY, Mill City, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that CITY OF MILL CITY, Mill City, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that ACCUITY, LLC shall draft them for CITY OF MILL CITY, Mill City, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood that this contract is renewable annually for years ending June 30, 2023 and thereafter at the option of the City Council with fees to be established by mutual agreement. It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year or by mutual agreement at any other time. ACCUITY, LLC will be entitled to receive compensation under this contract for all time expended and reimbursement for all out-of-pocket expenses incurred through the date of termination.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF MILL CITY, Mill City, Oregon, hereby agrees to pay ACCUITY, LLC the sum of \$16,500 for the years ending June 30, 2020, 2021, and 2022. The CITY OF MILL CITY hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

If any of the above sections or clauses is held to be invalid for any reason, or is declared to be null and void, all other sections and clauses of this contract shall remain valid, will not be nullified, and are hereby further affirmed.

Venue of all matters arising from this agreement, this engagement, and subsequent engagements shall reside in Albany, Linn County, Oregon. Any dispute, controversy, or claim rising out of this agreement shall be settled by binding arbitration under the arbitration rules of the Linn County Circuit Court. There shall be one arbitrator selected from the Circuit Court Panel of Arbitrators and the proceeding shall follow the Oregon Rules of Civil Procedure. The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant, including, without limitation, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damages suffered or loss incurred. With respect to any action relating to this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such action as determined by the arbitrator.

ACCUITY, LLC



GLEN O. KEARNS, CPA

January 2, 2020

DATE

CITY OF MILL CITY

TIM KIRSCH, MAYOR

DATE

City of Mill City
P.O. Box 256
Mill City, Oregon 97360
Phone: 503-897-2302 Fax: 503-897-3499

Memorandum

Date: January 9, 2020
To: Mayor Kirsch and City Councilors
From: Stacie Cook, MMC, City Recorder
Subject: City Recorder Report for January 14, 2020 Meeting

1. List of On-Going Old Business Items

Enclosed is the current list of on-going old business items. If there are items which should be added that I have missed, please let me know. As always, if there are any items on the list that you would like to discuss please pull it under old business on the agenda.

Requested Action: None. Information Only.

2. The Reid House Update

The Reid House Committee has an interactive meeting set for Wednesday, January 22, 2020. The information gathered from this activity will be used to assist with putting together a plan of action for needed projects in the home.

The Reid House Committee Chair Gary Swanson, Project Manager Dan Benjamin, Tree Fredrickson and I met today with Marlene Gillis, Soderstrom Architects, to review the RFP for roofing on the home. Ms. Gillis is making some changes to the RFP based on our discussion. We hope to have the RFP out for publication next week with a three week bid timeline. Bid opening is tentatively set for February 11 with a Notice of Intent sent out the same day. The recommendation for award is scheduled to be brought before Council on February 25. This will hopefully put us in a position to get a roofing contractor to complete the work the summer of 2020.

I have been working with Erik Matthews, EM Architecture to make modifications to a preliminary parking lot design for The Reid House. The draft design will be used for the Site Plan Review process at the Planning Commission level. I am hopeful that we can include this hearing on the February Planning agenda.

Requested Action: None. Information Only.

3. Other

On-Going Old Business Items

1. Water Line Repairs/Replacements – City Engineer needs to be involved to outline costs
2. Income Study
3. Certificate of Occupancy/Planning and Building Services Agreement
4. Personnel Handbook
5. Nuisance Grass Process
6. Nuisance Grass Fee Schedule
7. KeyScan Cards
8. Actuators
9. Security Cameras
10. City Administrator Job Description
11. Sewer Rate Study
12. Sewer SDC Study
13. Additional SDC Implementation (Street, Storm, Parks, etc.)
14. Update Current Fee Schedule
15. Implementation of Missing Fees (Notary, etc.)
16. Engineering RFQ
17. Sewer Capacity Study
18. Large Event Use Policy
19. City Hall Artwork
20. MC Falls Park Parking/EV Charging Stations
21. NW Alder Street Slide Area
22. Strategic Plan/Goal Setting

MILL CITY PLANNING COMMISSION
Meeting of November 19, 2019

At 4:30 p.m. the Planning Commission conducted a site visit to 710 SE 3rd Avenue.

Planning Commission members present: Chair Ann Carey, Dennis Chamberlin, Marge Henning, Woody Koenig, David Leach and Sandy Lyness. Grant Peterson was excused

Staff in attendance: Planning Advisor David Kinney and City Recorder Stacie Cook.

City Council Representatives: None.

Agency Representatives: None.

Citizens: Spring Aerni.

The meeting was called to order at 6:30 p.m. Chair Ann Carey led the pledge of allegiance.

APPROVAL OF MINUTES: The reference to the 710 SE 3rd Avenue site visit needs to be removed from the minutes.

Mrs. Carey asked if there was a decision made as to who is responsible for purchasing the address sign for the end of driveways. Mrs. Cook said that it is the property owner's responsibility. The easiest option for the specs for the sign is to follow what the fire department uses for homes within their district.

Sandy Lyness moved, seconded by Dennis Chamberlin to approve the minutes of October 15, 2019, as amended. The motion carried, (6:0).

PUBLIC COMMENT: None.

PUBLIC HEARING: File No. 2019-12

Applicant/Property Owner: Spring Aerni

Proposal: Site Plan Review – Primary & Secondary Dwelling

Location: 710 SE 3rd Avenue, Mill City

Linn County Assessor's Map # 9S3E32BB Tax Lot 5200

Chair Carey opened the continuation of the public hearing at 6:36 p.m. Chair Carey read the procedures for land use hearing asking if there were objections to the notice that was sent in this case. None stated.

Chair Carey asked for any conflicts of interest, bias or ex parte contact. Being none, the applicant's presentation was called for.

APPLICANT'S PROPOSAL: Spring Aerni, applicant, said that she has requested permission to place arborvitae and/or hedges along the west side of the property within the right-of-way in order to make the street look nicer and create a boundary from the unimproved roadway where

many times vehicles are abandoned.

Mr. Kinney asked about providing parking on the east side of the house. Ms. Aerni said that she did not include parking on this side because there is a sewer tank located in the area that is not rated for traffic. The intent is to provide parking in the front with a curved driveway allowing access between SE 3rd Avenue and SE Hazel Street.

Ms. Aerni said that in Portland ADU's are being encouraged and she is currently constructing one. The hope is to allow for an ADU on this property when the City reaches the 2500 population threshold that would require implementation of the code. The requirement that the secondary unit be occupied only by the property owner, immediate family or a contractor working on the home is not the desire for this property. Ms. Aerni said that she would like to be able to rent out both buildings individually and be in control of who rents the home.

STAFF REPORT: Mr. Kinney said that staff had originally thought that the parcel was larger than the 5600+/- sq ft than it actually is. Since it is not, then it does not qualify for the duplex. The Council has already authorized the permit for the landscaping to be installed within the right-of-way, which is why this improvement was shown on the site plan.

The issue before the Planning Commission for consideration of whether a variance can be granted that will allow for a full kitchen and, in essence, a secondary living quarter. Within the code, a residence can have a guest quarter with no kitchen facility. This would be a variance to MCMC Section 17.44.020, which is the guest house code.

Mr. Kinney said that he believes that within the next 3-5 years the City could reach the 2500 population threshold that would require the ADU code to be implemented. If this occurred, then the variance, if granted, would be in effect for the next two to seven years until the ADU code begins.

Conditions of approval recommended by staff include:

1. Provide minimum of two off-street parking spaces on the property.
2. Obtain a ROW permit from the City of Mill City and complete landscaping improvements on the site and in the SW 3rd Avenue right-of-way as shown on the approved site plan.
3. Apply for all required permits by November 30, 2020 for installation of full kitchen/cooking facilities in the secondary dwelling. Approval will expire if not obtained by November 30, 2020 at 4:00 p.m.

The conditions of approval do include a requirement to file and record a deed covenant in Linn County Deed Records stipulating the guest house may be occupied by either; the property owner; member(s) of the immediate family or a contractor actively performing work to remodel the principal residence.

Another option is to allow for the use of the unit as an ADU until such time as the property is sold, at which point the variance approval would expire. A deed covenant would be required to outline this authorization.

David Leach suggested allowing for the secondary dwelling to be considered the main dwelling until such time as the existing main structure is fully remodeled.

PROPONENT’S TESTIMONY: None.

OPPONENT’S TESTIMONY: None.

GENERAL TESTIMONY: None.

QUESTIONS OF CLARIFICATION FROM PLANNING COMMISSION: Woody Koenig asked if the easement was considered by the Council. Chair Carey said that the Council considered the request in executive session. Mr. Kinney clarified that the Council authorized covering the cost of the land use application being considered this evening as a consideration for the easement granted for the sidewalk improvements on SW Cedar Street.

APPLICANT’S REBUTTAL: None.

STAFF SUMMARY: Mr. Kinney said that the Planning Commission has the consideration of:

- Grant guest house to allow full kitchen area.
- Allow use of the new building as the primary residence while the existing main home is being remodeled, for a period of three years with the ability for an extension of up to two years.
- Require deed covenant outlining conditions of approval decided upon by Planning Commission.

Ms. Aerni said that she is okay with not have two actual dwellings but would like to have the second unit grandfathered as an ADU when the code is finally implemented, without requiring SDC’s to be paid.

Mr. Kinney said that the motion could be to authorize the occupancy of the new building for a period of up to three years while the remodel of the existing home occurs with a provision to request a two year extension.

CLOSE OF HEARING: Chair Carey closed the hearing at 7:26 p.m.

DELIBERATION: Mrs. Carey asked what happens at the end of the variance time frame to the secondary unit if an ADU code has not been implemented. Mr. Kinney said that the stove would have to be removed.

Mr. Kinney said that Condition #4 should be modified to state that the 24x30 foot building is permitted to be used as the primary residence during remodel of the older home on the site and add Condition #5 stating that the secondary unit is considered an ADU if a code is adopted before the time frame is up.

Sandy Lyness moved, seconded by Woody Koenig to grant the variance to Spring Aerni, File No. 2019-02, subject to the conditions of approval as modified and to adopt the findings of facts and conclusions in the staff report dated November 11, 2019. The motion carried, (6:0).

PUBLIC HEARING: File No. 2019-02
Applicant/Property Owner: Scott Baughman, SBC Construction
Proposal: Site Plan Review – SW Ivy Street Duplexes
Location: 230-272 SW Ivy Street, Mill City

Chair Carey continued the public hearing to either December 17 or January 21, based on the applicant's preference.

PRESENTATIONS: None.

OLD BUSINESS:

2018-04 – SKATE Skatepark Site Plan Design Review: Mr. Kinney said that there are some items on the site plan that weren't fully addressed. These are the elements to the north of the skatepark, which include ADA parking and access to the park, restrooms and landscaping elements. The plans were revised and submitted for review.

There are issues with the storm drain which will need to be addressed and there is not any guarantee that the curb, gutter, sidewalk along the property will be completed. However, the City does plan to apply for a Safe Routes to School grant in order to get these improvements completed.

Mr. Chamberlin asked about security lighting. Mrs. Cook said that there is no security lighting planned. Mr. Chamberlin said that he would be concerned that if lighting and permanent restrooms are not included as a requirement then they will never be installed.

Dennis Chamberlin moved, seconded by Sandy Lyness to approve SKATE's site plans as submitted with a recommendation to the City Council that the restrooms be included as a permanent structure and that a time frame for financing and initial construction of the project be included in the development agreement. The motion carried, (6:0).

NEW BUSINESS:

2019-18 – Ratification of Approval of a Property Line Adjustment
Applicant: Rex Lucas
Location: SE Remine Road, Mill City

Mr. Kinney said that this property line adjustment is to modify property lines to allow for full connection of the applicant's roadway and proposed subdivision. The City has requested an access down the western property line to allow for a looped trail between Kimmel Park and Remine Road. The applicants received a letter of approval with the following conditions:

Ann Carey moved, seconded by David Leach to ratify the approval of File No. 2019-18, Lot Line Adjustment for Rex Lucas, File No. 2019-18. The motion carried, (6:0).

INFORMATIONAL ITEMS: Mr. Kinney said that the school has submitted the full plans for a site plan review that includes a multitude of items and asked if the Planning Commission would like to hold a workshop to review the plans prior to holding the public hearing. This would allow for questions that may arise to be posed to the applicant so that answers can be obtained in time for the hearing.

Consensus to hold the workshop on December 3, 2019 at 3:30 p.m.

BUSINESS FROM THE PLANNING COMMISSION: None.

OTHER BUSINESS: None.

The meeting was adjourned at 8:29 p.m.

Prepared by:

Stacie Cook, MMC City Recorder

Minutes approved by the Planning Commission on the 17th day of December, 2019



December 20th, 2020

Mill City City Hall
PO Box 256
Mill City, OR 97360



Dear Stacie Cook,

At WAVE, customer satisfaction with our services is our primary goal. Each of us works hard to ensure that the communities we serve have access to the best, fastest and most reliable internet, TV and phone services. Each and every day, we endeavor to deliver high-quality services at a great value and have always aimed to put our customers first.

While WAVE strives to keep prices as low as possible, we – and our entire industry – continue to face dramatic increases in the costs large corporate broadcasters and cable networks charge for their content. Network owners have again increased their monthly carriage fees; as a result, we are forced to adjust our rates to address these substantial cost increases. For more information about the costs associated with TV programming, please visit wavehome.com/content.

Although WAVE absorbs much of the cost increases associated with network upgrades and service improvements so we can minimize price adjustments on our services, it is sometimes necessary to update our rates. We believe these changes are in keeping with the value provided by WAVE—consistently delivering outstanding network performance and reliability.

Because of these rising costs associated with delivery of services, several specific fee(s) will be adjusted. Effective on customers' December billing statement, the price for current monthly services will change as follows:

- The Local Broadcast TV charge, which provides access to local networks, shopping channels, 50 digital music channels will increase by \$2.00. In addition, the [Portland TV stations] monthly fee for carriage of their content will increase by [\$1.98].
- Expanded Content channel tier will increase \$1.35/month due to content cost increases from cable TV networks.
- Digital Favorites channel tier will increase by \$1.00/month due to content cost increases from cable TV networks.
- Digital Sports channel tier will increase by \$1.00/month due to content cost increases from cable TV networks.
- Digital Variety channel tier will increase by \$1.00/month due to content cost increases from cable TV networks.
- Digital set-top boxes used for TV service (including Digital, HD, DVR and TiVo boxes) will increase by \$1.00/each/month.
- Modem rental and home networking fees will increase by \$1.00/each/month.
- Modem service fees will increase \$3.00/month.
- Local telephone service will increase by \$3.00/month.
- The Internet Infrastructure Fee will increase \$1.20/month to help defray the costs associated with building/maintaining our network.
- Periodically, franchise, utility, PEG fees and other fees & taxes are also adjusted in keeping with regulatory requirements. You may notice changes to this portion of your bill. In addition, starting February 1st, the non-pay restoral fee will increase by \$5.00.



Service improvements from WAVE

We continue to make substantial investments and upgrades to our network and technology to give our customers more for their money on the services and features they care about most, like:

- **Voice** Remote and the new TiVo Experience – Say it, see it, watch it
- **Eero** - Enhanced whole-home WiFi that blankets every corner of your home with TrueMesh technology
- **Sonos** - The ultimate home audio experience filling every room with brilliant sound
- **Gig Speed Internet** – Surf, stream, work and game faster than ever

Alternate TV and streaming video package options available

WAVE's philosophy is to provide our customers with choice and control. We have TV package alternatives available to help customers customize their viewing options, including high-speed internet and streaming TV options, providing the best value for the channels watched most.

We are local—we live and work in your community, and are committed to serving you, our friends, families and neighbors. Please feel free to contact me if there are any questions regarding this notification. My office phone number is 916-672-6845.

Sincerely,

A handwritten signature in black ink that reads "Jared Sonne".

Jared Sonne
Sr. Vice President and General
Manager
Wave Broadband – California & Oregon