



CITY OF MILL CITY

AGENDA OF THE CITY COUNCIL

October 12, 2021

City Hall

444 S 1st Avenue

Mill City, Oregon

REGULAR SESSION

1. CALL TO ORDER/FLAG SALUTE **6:30 p.m.** Mayor Tim Kirsch

2. CITY COUNCIL ROLL CALL/INTRODUCTION OF STAFF Mayor Tim Kirsch

3. DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST

4. CONSENT AGENDA:

In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed for discussion at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The secretary to the council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the Consent Agenda is then voted on individually by a roll call vote.

Copies of the council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at the Mill City, City Hall or at www.ci.mill-city.or.us/documents/packets.

- a. Approval of Minutes of Regular City Council Meeting of September 28, 2021
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, September 2021
- d. Approval of Leak Adjustment for 542 SE Hazel Street; Leach, David to the Highest Consumption in the Previous Twelve (12) Months

5. LINN COUNTY SHERIFF'S REPORT

6. PUBLIC WORKS REPORT

- a. Pump Report
- b. Construction Update
- c. Water Project Update
- d. Other

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

8. PUBLIC HEARING: None Scheduled.

9. PRESENTATIONS: None Scheduled.

10. OLD BUSINESS

- a. RV Site Lease – Request for Extension to January 31, 2022
- b. Public Works Staffing
- c. City Hall Damage Update

- d. Marion County Hazard Mitigation - IGA
- e. Other

11. NEW BUSINESS

- a. Linn County First-Time Employment Summer Youth Wage Grant Program Agreement
- b. Request for Reduction of Water Bill – 268 SW Kingwood Ave; Bradley, Mary Ellen
- c. Free Standing Sign Permitting Requirement
- d. Oregon Public Works Emergency Response Cooperative Assistance Agreement Renewal
- e. Marine Board Boating Facility Grant
- f. Other

12. STAFF/COMMISSION REPORTS

- a. City Recorder Report:
 - i. List of On-Going Old Business Items
 - ii. Other
- b. City Attorney's Report:
 - i. Other
- c. Planning Commission Report/Record of Actions:
 - i. Minutes of Regular Planning Commission of June 15, 2021

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: None Scheduled.

15. INFORMATIONAL ITEMS: None.

16. ADJOURNMENT

CALENDAR OF UPCOMING CITY MEETINGS & EVENTS

Wednesday	October 20, 2021	Planning Commission Meeting	6:30p.m.
Tuesday	October 26, 2021	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	November 9, 2021	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Thursday	November 11, 2021	CITY HALL CLOSED – VETERANS DAY	
Tuesday	November 16, 2021	Planning Commission Meeting	6:30p.m.
Tuesday	November 23, 2021	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Thursday	November 25, 2021	CITY HALL CLOSED – THANKSGIVING DAY	
Tuesday	December 14, 2021	Municipal Court	9:30a.m.
		Council Meeting	6:30a.m.

REQUEST FOR COUNCIL ACTION

DATE: October 7, 2021
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 September 28, 2021
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, September 2021
- d. Approval of Leak Adjustment for 542 SE Hazel Street; Leach, David to the Highest Consumption in the Previous Twelve (12) Months

**MILL CITY
MINUTES OF THE CITY COUNCIL
Tuesday, September 28, 2021**

Mayor Kirsch opened the meeting at 6:30 PM with the flag salute. Councilors present were Janet Zeyen-Hall, Brett Katlong, Dawn Plotts, Tony Trout, and Steve Winn. Staff members in attendance were City Recorder, Stacie Cook and Public Works Supervisor Russ Foltz.

Citizens in Attendance were Ann Carey, Randall Craig, Roel Lundquist and Gary Olson.

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.

CONSENT AGENDA

Mrs. Cook requested that item 'c'; Ratification of Planning Commission Approval of Site Plan Review; Clough, Jim – SW Cedar Street & SW 7th Avenue be added to the consent agenda for approval, explaining that this is to construct a duplex.

Councilor Trout moved and was seconded by **Councilor Katlong**, to approve items a; Approval of Minutes of Regular City Council Meeting of September 14, b; Approval of Accounts Payable, and c; Ratification of Planning Commission Approval of Site Plan Review; Clough, Jim – SW Cedar Street & SW 7th Avenue, of the consent agenda. Mrs. Cook polled the Council. The motion passed unanimously, (6:0).

CITIZEN COMMENTS & QUESTIONS: Gary Olson, SW Spring St, asked how deep the City's well is and how deep the aquifer for the water is. Public Works Supervisor Russ Foltz said that the well was drilled to 200' but the water height varies throughout the year. Currently the water level is at 65'.

Randall Craig, SW 6th Avenue, said that Linn County modified the way that the intersection of SW 6th Avenue, SW Linn Place and SW Linn Boulevard come together. The outer edges have not yet been completed, however, which causes safety issue for pedestrians. There should be consideration of placing curbs along these areas. Mr. Foltz said that there have been conversations about this intersection. The Fire Chief prefers the intersection as it is because it allows a fire truck to make a turn.

Mr. Craig said that almost everyone he has spoken with that has a business on SW Broadway Street don't approve of what has been constructed. Mayor Kirsch said that if a list of concerns is provided to the City then they can be brought forward to Linn County for review.

Councilor Trout said that the Oddfellows had an issue with the ADA access to the upstairs no longer being accessible. The fix to the issue would have been cost prohibitive so the Oddfellows came up with an alternative solution and Linn County has agreed to pay for it. If a viable alternative would be proposed by any of the other businesses it may be considered by the county.

PUBLIC FACILITIES MAINTENANCE PLANS: Mayor Kirsch said that he believes that the Council is looking for plans to be in place for maintenance of City facilities, parks, etc. This would be of great assistance should there be a need for coverage due to illness or other issues.

Public Works Supervisor Russ Foltz said that things that need to be fixed are dealt with as needed when notified by the public or staff. Mayor Kirsch said that a blue print for what needs to be done and when is needed in case there is an emergency.

Councilor Plotts asked if there is a list of items that need to be addressed as time allows. Mr. Foltz said that there are items, such as a leaking waterline in Kimmel Park, that are fixed as opportunities arise.

Councilor Katlong said that having a preventative maintenance list for different elements would help with keeping up on projects.

Mrs. Cook suggested starting with a broad perspective plan and building on it. Mr. Foltz said that he can put together his daily routine to use as well.

Mayor Kirsch said that staffing is an issue which needs to be addressed and asked Mr. Foltz to provide suggestions if he has any. Mayor Kirsch said that he feels that another full-time public works employee needs to be hired.

Mrs. Cook said that she will need to confirm but believes that there is enough money in the budget to cover an additional position through the end of the fiscal year.

MISC. CITY RECORDER ITEMS:

Request for Donation – N. S. Eagles Community Halloween Party: Mrs. Cook said that a request for donation to the annual Eagles community Halloween party has come in.

Councilor Katlong moved and was seconded by **Councilor Trout** to Donate \$100 or the 2019 Donation, Whichever is Greater, to the North Santiam Eagles Auxiliary #3384 for the Annual Community Halloween Party. The motion passed unanimously, (6:0).

Reid House – Alternate Project; FEMA: Mrs. Cook said that the Reid House project is still outstanding for the City's FEMA claim. FEMA has requested that if the City is not going to rebuild the home as it was, information on what will be done be provided to them in order to finalize the review and close out the project. The City can identify an alternate project. Staff recommendation is that the Mill City Falls Park project be considered, as the overall cost for the full project will be equal to or more than the estimated cost to rebuild the Reid House. If the Council is in agreement that this could be a viable alternate project then additional information will be provided to FEMA for review and consideration.

Consensus to direct staff to explore using the Mill City Falls Park project as an alternate for the Reid House FEMA project.

ADJOURNMENT

The meeting was adjourned at 8:20 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 2020						
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	% Unmetered Loss
DEC	3,081,012		5,030,000	5,030,000	1,948,988	38.75%
JAN	3,705,592		5,383,000	5,383,000	1,677,408	31.16%
FEB	3,319,624		4,655,000	4,655,000	1,335,376	28.69%
MAR	2,922,436		5,075,000	5,075,000	2,152,564	42.42%
APR	3,614,336		5,203,000	5,203,000	1,588,664	30.53%
MAY	3,728,780		6,057,000	6,057,000	2,328,220	38.44%
JUNE	5,108,092		6,331,000	6,331,000	1,222,908	19.32%
JULY	5,924,908		10,005,000	10,005,000	4,080,092	40.78%
AUG	9,249,768		9,783,000	9,783,000	533,232	5.45%
SEP	5,557,640		8,845,000	8,845,000	3,287,360	37.17%
OCT	3,915,780		6,215,000	6,215,000	2,299,220	36.99%
NOV	3,509,616		5,008,000	5,008,000	1,498,384	29.92%
DEC	3,456,508		5,605,000	5,605,000	2,148,492	38.33%
TOTALS	57,094,092		83,195,000	83,195,000	26,100,908	31.37%

year 2021						
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	% Unmetered Loss
DEC	3,456,508		5,605,000	5,605,000	2,148,492	38.33%
JAN	3,799,092		5,318,000	5,318,000	1,518,908	28.56%
FEB	3,330,096		5,084,000	5,084,000	1,753,904	34.50%
MAR	2,846,140		5,520,000	5,520,000	2,673,860	48.44%
APR	3,614,336		6,557,000	6,557,000	2,942,664	44.88%
MAY	4,288,284		6,396,000	6,396,000	2,107,716	32.95%
JUNE	4,198,524		8,703,000	8,703,000	4,504,476	51.76%
JULY	8,486,808		11,777,000	11,777,000	3,290,192	27.94%
AUG	8,881,004		10,866,000	10,866,000	1,984,996	18.27%
SEP	6,284,696		7,398,000	7,398,000	1,113,304	15.05%
OCT						
NOV						
DEC						
TOTALS	49,185,488		73,224,000	73,224,000	24,038,512	32.83%

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

Memorandum

Date: October 7, 2021
To: Mayor Kirsch and Council
From: Stacie Cook, MMC, City Recorder
Subject: **Old Business for October 12, 2021 Council Meeting**

a. RV Site Lease – Request for Extension to January 31, 2022

I have spoken with Ed Rada about the utilities that are on the RV site, as the lease allows him to decide to retain all utilities or have them removed. Mr. Rada has stated that he only wishes to retain the electrical up to the main panel on the site. The remainder of the utilities; temp water, sewer and electrical connections, will need to be removed and the ground returned to a state similar to that when the City first began work on the temporary site.

This information, combined with the current list of City projects and staffing issues, has led staff to recommend that the Council request a lease extension through January 31, 2022. The additional two months will ensure that staff has ample time to fit removal of all utilities from the property into their schedule without causing interruption to those residing on site.

Requested Action: Discussion.

**Possible Motion: To Direct Staff to Submit a Request for
Extension of Temporary RV Site Through
January 31, 2022.**

b. Public Works Staffing

As requested, Public Works Supervisor Russ Foltz and I reviewed the current Maintenance Worker I job description and budget figures. Mr. Foltz does not have any requested changes to the job description. The budget looks good on personnel expenses, with roughly 15% of anticipated personnel costs expended rather than around 17%, as expected by this point in the fiscal year.

I have conferred with Planner Dave Kinney and we concur that the budgeted funds will allow for the City to hire a full time Public works employee with the option of a temporary parks/grounds employee as well, during the remainder of the fiscal year.

As we move into budget season (March/April) staff will review the City's fiscal position to determine whether a fourth Public Works employee can be sustained and outline where the funds would come from. This will allow Council time to decide whether to advertise for a fourth position as we enter the new fiscal year July 1, 2022.

Requested Action: Discussion.

c. City Hall Damage Update

The remaining items for repairs to City Hall where a car hit it have finally been completed. Payment to the contractor was included in accounts payable and will be mailed after checks have been signed.

Once we have 'issued' payment, I will provide notification to our insurance company, who will then contact the driver's insurance company for reimbursement of costs.

Requested Action: None. Information Only.

d. Marion County Hazard Mitigation – IGA

Enclosed is an IGA for the Marion County Multi-Jurisdictional Natural Hazard Mitigation Plan Update which Gary Olson has been appointed to represent Mill City on. The IGA states that the City will appoint a member to the Steering Committee, adopt a plan, and commit to providing and documenting cash and/or in-kind costs related to our portion of the required 25% FEMA project cost share. This can be done by tracking the time of each volunteer that Mr. Olson has recruited for Mill City's steering committee, any copies made, staff time used, etc.

A full scope of work, which shows what elements each entity is responsible for or to assist on, is included in the IGA.

Requested Action: Motion to Approve IGA #19160-3-0010 with State of Oregon, DLCD for Marion County Multi-Jurisdictional Natural Hazards Mitigation Plan Update.

e. Other



CITY of MILL CITY

*P. O. Box 256
Mill City, Oregon 97360*

UTILITY MAINTENANCE WORKER I

GENERAL STATEMENT OF DUTIES

Performs a variety of skilled and semi-skilled tasks including the operation of equipment used in the construction, operation, repair and maintenance of streets, water/sewer treatment plants, collection and distribution systems, and various public buildings and facilities.

SUPERVISION REQUIRED

Works under the direct supervision of the Public Works Supervisor or designee.

SUPERVISION EXERCISED

Supervision is not normally a function of this classification, but there may be occasional supervision of volunteers, temporary employees, community service workers or contractors in the absence or at the direction the Public Works Supervisor or designee.

PRINCIPAL DUTIES AND RESPONSIBILITIES

Five general categories of work are involved in this classification:

1. Daily janitorial services for City Hall, park restrooms and other city buildings.
2. General maintenance, clean-up and mowing of city parks, street rights-of-ways, and open ditches, including vegetation control.
3. Streets: Street maintenance including; sweeping, spreading rock, grading unimproved roads, asphalt patching of improved streets, street line painting, maintaining open ditch drainage system and storm sewers, placing/replacing and maintaining street signage;
4. Water: Monthly meter reading; repairing, replacing, cleaning, and testing water meters; assisting in water system maintenance; installing new water lines; maintaining and repairing water leaks in service lines and city water mains, maintenance of valves, fire hydrants, well pumps, and water reservoirs;
5. Sewer: Sewer system maintenance including checking interceptor tanks on private property, locating obstructions and un-plugging sewer lines, assisting in the installation and repair of sewer laterals and main lines, performing general sewer system maintenance and sewer plant maintenance as needed to assure trouble-free system operation.

6. Operating all city equipment; performing routine maintenance and minor equipment repairs on city vehicles and equipment.
7. Other duties as directed by the Public Works Supervisor or designee.
8. Employee may be on-call 24 hours per day, seven days per week, for emergencies and may perform regularly scheduled weekend work duties. Position requires at least one weekend per month of on-call duty.

EDUCATIONAL AND TRAINING REQUIREMENTS

High School graduate/GED or equivalent education & experience. Preference given to post-secondary training in water or waste water treatment and/or mechanic skills. Compensation dependent upon training, job-related educational background, licensing/certifications acquired including possession of any of the following certifications (certifications desired but not required):

Water Distribution I/II
Waste Water Treatment I
Waste Water Collection II

EXPERIENCE

Some experience in performing applicable manual and skilled tasks involving the use of standard hand tools and equipment; or any equivalent combination of experience and training. Mechanic skills desired. Must have a valid Oregon driver's license.

KNOWLEDGE OF:

Common types of hand and power tools, standard equipment used in construction and maintenance work.

SKILL IN:

Use of common hand tools and power equipment to which assigned; general mechanical aptitude;

ABILITY TO:

Perform skilled and semi-skilled tasks without close supervision; carry out oral and/or written instructions; perform manual tasks involving physical strength and endurance; withstand exposure to variable weather conditions.

ESSENTIAL FUNCTIONS:

Monthly water meter reading. General janitorial services for all city buildings; general maintenance and clean-up of city parks, road rights-of-ways, and open ditches, including vegetation system; placing, maintaining and replacing street signs; repair, replace, clean, and test

water meters. Operation of common heavy equipment, including repair and maintenance work normally performed on it; Assist in various broken main water lines, valves, fire hydrants, well pumps, water reservoirs; installation of new sewer lateral and main lines, maintenance on old or broken lines, and overall system maintenance.

SPECIAL WORKING CONDITIONS:

Constantly works out-of-doors, regardless of weather conditions.

PRE-EMPLOYMENT REQUIREMENTS:

Criminal background screen, bondability, educational and experience verification. Demonstrated ability to perform essential functions; any satisfactory combination of experience and training which demonstrates the knowledge, skills and ability to perform the above described duties.

COMPENSATION TYPE:

Hourly.

RESIDENCY:

Due to the need to respond to public works emergencies the employee must reside within a 15-mile radius of Mill City.

BENEFITS:

Regular full-time employees are eligible to receive holiday, vacation, sick leave, health insurance and PERS retirement benefits.

EXEMPTION STATUS:

Non-Exempt.

JOB GRADE:

Entry level through Step 8.

MENTAL APTITUDES TABLE

Designated Function	% Time	Aptitude Level
WRITNG	10	2
READING	20	1
REASONING	50	1
MATHEMATICS	25	2
VERBAL	20	2

Note: Percentages may exceed 100% because functions may occur simultaneously.

BASIC ACUITIES

Designated Function	Acuity Level
VISION	1
HEARING	1
TOUCH	2
TASTE	3
SMELL	1

Note: Acuity/aptitude levels are: High =1, Medium = 2, Low = 3. Acuity/aptitude levels are established after reasonable accommodations are provided.

POSITION FUNCTIONAL REQUIREMENTS

Division/Dept: City Hall
Job Title: Utility Maintenance Worker I
Reports To: Public Works Supervisor

The functions and abilities for successful performance in this position include, but may not be limited to:

Physical Job Functions

Designated Function	Reach (Inches)	Distance (Feet)	Weight (pounds)	Time (%)
KNEELING	12-24			15
LIFTING		3-6	10 to 100+	40
REACHING		3-6		20
STANDING				10
PUSHING/PULLING	12-24			15
WALKING				15
OPERATING EQUIP	18			20
OPERATING MOTOR VEHICLE	20			30

Note: Percentages of time usually exceed 100% because many functions actually occur simultaneously.

Summary: Pushing/pulling, manual dexterity, stooping, reaching above shoulders are all regular components of the job. Will be required to lift items on a daily basis, sometimes items weighing up to or more than 100 lbs. Required to work out-of-doors regardless of weather conditions.

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and City of Mill City (“CITY”), each a “Party.”

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates thirty-six (36) months from the date of acceptance of the grant award, unless terminated earlier in accordance with Section 8.

3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Marion County’s Multi-Jurisdictional NHMP (MJNHMP aka MJHMP) (henceforth either term may be used) will expire on August 16, 2022. DLCD anticipates receiving a FEMA Pre-Disaster Mitigation Grant (PDM 19) to assist Marion County, Cities, and Special Districts (“Jurisdictions”) with updating the Marion County MJNHMP. The grant’s performance period extends thirty-six (36) months from the date of acceptance of the grant award.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the City that is to result in an updated Marion County MJNHMP adopted by City and approved by FEMA;
- (b) Ensure the City is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the City must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and

- (c) Ensure the City is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report its cost share as required.

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of City.

- i. City will appoint one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.
- ii. City will adopt a plan that FEMA has agreed to approve.
- iii. Specific project responsibilities of the City Project Lead include:
 - A. Assisting DLCD with organizing, leading, and managing the planning process;
 - B. Providing County Assessor's data;
 - C. Providing GIS services;
 - D. Carrying out other responsibilities enumerated in Section 5(b)(iv);
 - E. Performing any other Project work assigned by Exhibit A: Scope of Work.
- iv. Specific project responsibilities of the Steering Committee members (Jurisdictions) include:
 - A. Attending and actively participating in Steering Committee meetings;
 - B. Providing data and information;
 - C. Engaging with internal and external stakeholders;
 - D. Executing the Project's public engagement program;
 - E. Shepherding the plan through their jurisdictions' respective public adoption processes;
 - F. Tracking, accurately documenting, and reporting cost share as required; and
 - G. Performing any other Project work assigned by Exhibit A: Scope of Work.

6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the JURISDICTIONS to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The County, Cities, and Special Districts shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share.

7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

DLCD's Project Contact is: Tricia Sears Natural Hazards Planner Oregon Department of Land Conservation and Development 635 Capitol St NE, Suite 150 Salem, OR 97301 503-428-0496 Tricia.sears@dlcd.oregon.gov	City of Mill City's Project Contacts are: Gary Olson Volunteer City of Mill City 444 S 1 st Ave. Mill City, Oregon 97360 P.O. Box 256 #503-362-6607 Olsongary.f85@gmail.com
--	--

8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. City shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability, or age. Such action shall include but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The City represents and warrants that the making and performance by the City of this Agreement:

- (a) Have been duly authorized by the City;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the City's charters or other organizational documents; and
- (c) Do not and will not result in the breach of or constitute a default or require any consent under any other agreement or instrument to which the City is a party or by which the City may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained.

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall

promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14. Subcontracting and Assignment

The City acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The City shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the Jurisdictions that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the Jurisdictions shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

21. No Third Party Beneficiary

DLCD and the City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

22. Merger, Waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

(b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

27. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF MILL CITY

Tim Kirsch, Mayor

Date

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

Jim Rue, Director

Date

Exhibit A: Scope of Work

Marion County

Multi-Jurisdictional Natural Hazards Mitigation Plan

(MJNHMP or MJHMP) Update for:

Marion County	
Cities:	Aumsville, Aurora, Detroit, Gates, Gervais, Hubbard, Idanha, Jefferson, Keizer, Mill City, Mt. Angel, Scotts Mills, Silverton, Stayton, Sublimity, Turner, Woodburn
Fire Districts:	Aumsville, Aurora, Hubbard, Jefferson, Keizer, Marion County Fire District 1, Mount Angel, Monitor, Silverton, Sublimity, Turner
Service Districts	Brooks Community Service District, East Salem Service District, Fargo Interchange Service District
Energy:	Consumers Power, Salem Electric
Water and Water Control Districts:	Santiam Water Control District, Idanha-Detroit Water District
Other Special Districts:	Illahe Hills Street Lighting District, Labish Village Sewage and Drainage District
Medical:	Salem Health, Santiam Hospital, Silverton Hospital
Other:	METCOM 911

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Marion County's Multi-Jurisdictional NHMP (MJNHMP or MJHMP) such that it is adopted by Marion County (COUNTY); the Cities (CITIES), the Fire Districts, the Water and Water Control Districts, the Service Districts, and the Other Special Districts (DISTRICTS), the Medical, the Energy, and the Others; collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The JURISDICTIONS are listed in the above table. The update process may include drafting new addendums to the MJNHMP for cities, special districts, and other organizations who have not participated previously, as well as updating the existing MJNHMP so that current information is included.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

The table above lists the participants which are collectively referred to as JURISDICTIONS. Each participant has been offered the opportunity to sign an IGA with DLCD. Participants that sign IGAs with DLCD for the NHMP update will be referred to as participants that are plan holders.

This update will be focused on developing initial addendums for the cities of who have not participated previously, as well as for special districts managing fire and lifeline infrastructure such as sewer, water, and public safety communication towers in the County, and others that have not participated previously. The existing MJNHMP participants will also be included in the MJNHMP update and information related to them will be updated.

The County will address the existing identified natural hazards of: drought, earthquakes, floods, landslides, volcanic eruptions, wildland interface, tornado, severe weather/storm (winter) and extreme weather (heatwaves) and will add avalanches as its tenth natural hazard. While Marion County includes human-caused and technical hazards in its MJNHMP, which is also referred to as the MJHMP, this collaborative update with DLCD will focus on natural hazards data and analysis. The County will rely on its THIRA for information on human-caused and technical hazards.

PHASE 1: ORGANIZE

Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Marion County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: April 2021

Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

DELIVERABLES

DLCD 1. Draft SOW

Target Date: April 2021

Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: April 2021

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement (IGA).
- B. Discuss the Scope of Work (SOW) and revise as necessary or appropriate.
- C. Discuss the current MJNHMP's strengths and opportunities for improvement and recommend a strategy for addressing them.
 - a. Develop initial NHMPs for the cities of Donald, Gervais, Hubbard, Jefferson, Mt. Angel, Scotts Mills, St. Paul and Sublimity.
 - b. Develop initial NHMPs for special districts managing lifeline infrastructure such as sewer, water, and public safety communication towers in the County.
 - c. Address avalanches as the tenth natural hazard.
 - d. Include information on human-caused and technical hazards from the County's THIRA.
 - e. Address existing NHMP participants and natural hazards.
- D. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- E. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- F. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, and tribes to participate in the planning process.
- G. Designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions for the purposes of this project;**
- H. Draft a list of stakeholders, technical advisors, and other interested parties including, at a minimum, representatives of FEMA's "whole community" which includes: individuals and families, including those with access and functional needs; businesses; faith-based and community organizations; non-profit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners.
- I. Prepare a draft Public Engagement Program for SC discussion and finalization.
- J. Develop a Communication Protocol to ensure clear and effective communication.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
<i>Steering and Technical Advisory Committee Meetings</i>				
<ul style="list-style-type: none"> Prepare and distribute agenda 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings. 	X	Assist	Assist	Assist

Marion County Multi-Jurisdictional NHMP Update

• Prepare handouts. If appropriate, distribute handouts 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X	Assist		
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.	Assist	X	X	X
Public Engagement Program				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.	Assist	X	X	X
• Update the critical infrastructure and lifelines.	Assist	x		
• Provide assessor data, and Planning and Development information.		X	x	
• Provide other data and information.	Assist	X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
Administrative Functions				
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the		X	X	X

jurisdiction's home page.				
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.	Assist	X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 4
 2. Revised Draft Scope of Work
 3. Revised MJNHMP Review and Strategy Memo
 4. Revised Project Schedule
 5. Revised Table 1: *ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
 6. Draft Public Engagement Program
 7. Draft Communication Protocol
 8. Cost Share Documentation Forms and Instructions
- COUNTY
1. Draft Steering Committee Roster
 2. Initial Draft Stakeholder Roster
- Target Date: May and June 2021

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities, special districts, and others to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and

DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Marion County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Marion County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

- COUNTY
1. Final Roster of Steering Committee members and alternates
 2. Second Draft Stakeholder or Technical Advisory Committee (TAC) Roster

Target Date: Draft in April 2021 and Final in June 2021

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to finalize preparations for updating the NHMP during Phase 2. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.

Each jurisdiction will identify a person responsible for cost share tracking and reporting.

Each jurisdiction will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule
 3. Final SC Roster
 4. Final Stakeholder or TAC Roster
 5. Final Table 1, Allocation of Basic Responsibilities and Tasks
 6. Final Communication Protocol
 7. Final Public Engagement Plan
 8. Cost Share Documentation Forms and Instructions

Target Date: July – August 2021

- SC
1. Person responsible for cost share tracking and reporting for each jurisdiction
 2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
 3. Signed IGA

Target Date: July - August 2021

PHASE 2: UPDATE THE MARION COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

The purpose of Phase 2 is to update the current Marion County MJNHMP/ MJHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will:

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change. This includes the natural hazards in the existing NHMP and any additional natural hazards added during this NHMP update.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages. Include Community Rating System (CRS) reference marks and benchmarks the County has identified. Support will be provided by Marion County Planning and Development.
- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

SC 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment

DLCD 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values
2. Coordinate and conduct group or individual meetings with CITIES or DISTRICTS, if needed.

Target Date: August - December 2021

COUNTY 1. Coordinate up to two SC meetings.
2. Assist DLCD with coordinating and facilitating CITIES or DISTRICTS group meeting, if requested.

Target Dates: August – December 2021

DLCD 1. Initial draft risk assessment for SC and public review

Target Dates: August – December 2021

Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the draft risk assessment. “The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

SC 1. At least one opportunity for public comment completed.

Target Date(s): August – December 2021

DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: August – December 2021

DLCD 1. Final comment and response matrix
2. Second draft risk assessment incorporating public comments and final comment and response matrix

Target Date: December 2021 – January 2022

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk

assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the mitigation strategy will:

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Document each jurisdiction's participation in the NFIP and continued compliance with its requirements.
- D. Document status of mitigation actions in the current MJNHMP/ MJHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

Deliverables

- SC
- 1. Information about participation in and continued compliance with NFIP
 - 2. Information for and participation in capability assessment
 - 3. Information about planning mechanisms and timeline for integration

Target Date: August – December 2021

- COUNTY
- 1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: August – December 2021

- DLCD
- 1. Initial Draft Mitigation Strategy for SC, and public review

Target Dates: August – December 2021

Task 10 [Review and Update the Plan Maintenance Process](#)

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

DELIVERABLES

- DLCD
- 1. Initial Draft Plan Maintenance Process for SC review
 - 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): August – December 2021

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

- SC
- 1. At least one opportunity for public comment completed.

Target Date(s): December 2021 – January 2022

March – April 2022

- DLCD
- 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: December 2021 – January 2022

- DLCD
- 1. Final comment and response matrix incorporating SC comments
 - 2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: January 2021

Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included, how the public was involved, and the opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval.
- C. Describe how plans, studies, reports, technical data and information were incorporated.
- D. Include documentation of the planning process.

DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.
- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
- 2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): August 2021 – January 2022

Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review
- 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): August 2021 – March 2022

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA's "Approvable Pending Adoption" letter; evidence of adoption by each jurisdiction; FEMA's final approval letters; and FEMA's final Local Mitigation Plan Review Tool.

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: August 2021 – March 2022

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; the JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Marion County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD, and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

DELIVERABLES

- DLCD
1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
 2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

Target Date:	Submittal to OEM:	March 31, 2022
	Required Changes Completed:	May 6, 2022
	FEMA Review Completed:	June 20, 2022
	APA Received:	June 29, 2022

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Marion County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

DELIVERABLES

- SC
1. Provide evidence of adoption to DLCD.

- DLCD
1. Submit evidence of adoption to OEM.
 2. Insert approval process documents into plan.
 3. Record effective date on cover.
 4. Distribute FEMA-approved, finalized Marion County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	August 4, 2022
	DLCD Submit Evidence to OEM:	August 5, 2022
	FEMA Final Approval Received:	August 16, 2022
	Final Distribution:	August 23, 2022

BUDGET

No funds will be exchanged. DLCD will use PDM 19 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE

PDM grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together in the Marion County MJNHMP will provide a **minimum** cost share of \$11,000.

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

Memorandum

Date: October 7, 2021
To: Mayor Kirsch and Council
From: Stacie Cook, MMC, City Recorder
Subject: **New Business for October 12, 2021 Council Meeting**

a. Linn County First-Time Employment Summer Youth Wage Grant Program Agreement

Enclosed is the Linn County First-Time Employment Summer Youth Wage Grant Program grant agreement for Mill City. This grant allows the City to recoup \$4.00 per hour for up to 500 hours, not to exceed \$2000, for youth between 14 and 19 years of age employed for the first time by the City.

Based on the number of hours our youth employee worked, I estimate this grant will provide a reimbursement of just under \$1000.00 to our budget.

**Requested Action: Motion to Direct Staff to Submit the Linn
County First-Time Employment Summer Youth
Wage Grant Program Agreement.**

b. Request for Reduction of Water Bill – 268 SW Kingwood Ave; Bradley, Mary Ellen

We received a request for reduction of a water bill from Mary Ellen Bradley, owner, 268 SW Kingwood Avenue. Mrs. Bradley's August billing was for 115 units of water, an extreme anomaly for her. This usage created a total bill of \$491.04, including the base rates and her normal consumption.

Upon receipt of the bill, Mrs. Bradley requested that the meter be checked to ensure that there was no leak or misread. Public Works Maintenance Worker Jonathan deRenzo checked the meter and noted that there was no leak and the read was correct.

The average consumption for this residence has been one to two units, including summer. Considering this, the normal bill would have been the base amount of \$67.29. Because there was no evidence of a leak staff was unable to provide any relief on the bill.

Requested Action: Discussion.

**Possible Motions: To Approve Reduction of Water Bill in the
Amount of _____ Units/Dollars for 268 SW
Kingwood Ave; Bradley, Mary Ellen.**

**To Deny Reduction of Water Bill for 268 SW
Kingwood Ave; Bradley, Mary Ellen.**

c. Free Standing Sign Permitting Requirement

With the last iteration of the State Structural Code the requirement for permits for free standing signs was removed. This generally is not an issue for Mill City as the majority of signs erected in Mill City are not large. However, there are some kinds of signs that the lack of a permit requirement, and therefore, plan/structural review, is concerning for. These would be signs such as the electronic reader board signs, billboards, and those installed at the gas stations and 7-Eleven.

Cities do have the ability to require sign permits and structural review for specific types. To do so, an ordinance would need to be drafted and adopted by Council outlining the requirements. Before drafting language requiring permitting and structural review of certain signs, I wanted to bring the issue to Council to get comments about the issue.

Should a decision to require structural review of specific types of signs be made, Linn County, as part of our planning and building agreement, will continue to do the review.

Requested Action: Discussion.

d. Oregon Public Works Emergency Response Cooperative Assistance Agreement Renewal

Enclosed is a copy of the Oregon Public Works Emergency Response Cooperative Assistance Agreement which the City has been a part of for several years. Participation in this program allows agencies to provide support to others during an emergency, provides an ability to have immediate response for requests and offers of mutual aid and sets up the documentation necessary to seek reimbursement as needed. In addition, the National Incident Management System (NIMS), which Mill City is required to comply with, includes a component regarding cooperative assistance program participation.

There is no requirement for the City to provide assistance or resources to another agency if we are unable to do so or lack the necessary resources being requested.

**Requested Action: Motion to Approve Renewal of Oregon Public
Works Emergency Response Cooperative
Assistance Agreement.**

e. Marine Board Boating Facility Grant

In 2018 Sam Drevo, ENRG Kayaking, approached the City about the concrete foundation that is along the 'toe' area of the river owned by the City as well as the undercutting of the bank in this same area. Mr. Drevo brought in a friend from Recreation Engineering & Planning (REP) out of Boulder, Colorado to assess the issues. The result was a proposal for Feasibility and Conceptual Design Services (included for review) from REP.

I received an email from Mr. Drevo earlier this week asking if the Council would be interested in applying for a Marine Board Boating Facility Grant, which could assist with some of the work discussed in the REP proposal. This is something that will be necessary at some point due to the danger of the concrete falling and the potential for the river to continue to compromise the bank. However, before looking into the potential to apply for the grant I wanted to bring the opportunity to Council for discussion.

Considering the number of projects that the City is currently in the middle of, I am not positive about adding another to the mix. That said, Mr. Drevo does indicate in his email that Oregon State Marine Board is willing to do most of the work. This may be something that credits additional questions and research.

Requested Action: Discussion.

f. Other

GRANT AGREEMENT

LINN COUNTY FIRST-TIME EMPLOYMENT SUMMER YOUTH WAGE GRANT PROGRAM (Resolution & Order No. 2021-333)

THIS GRANT AGREEMENT dated _____, is between the following parties:

LINN COUNTY, a political subdivision of the State of Oregon, (County), of P.O. Box 100, Albany, Oregon, 97321, State Accident Insurance Fund Policy No. 28337100, represented by Darrin L. Lane, Administrative Officer, and

CITY OF MILL CITY, P.O. Box 256, Mill City, OR 97360, (503) 897-2302, a Linn County small employer (Employer), whose Federal Employer Identification No. is 93-6002210.

PROGRAM ABSTRACT:	This grant provides reimbursement to certain employers who hire first-time employment Linn County youth for the summer of 2021
GRANT AMOUNT:	Reimbursement is limited to a rate of \$4 per hour for up to 500 hours per youth but not to exceed \$2,000 with the total compensation per employer not to exceed \$6,000.

The County is to provide a grant to the Employer to help youth obtain first-time employment. Employer shall perform all necessary work to provide first-time youth employment. This agreement sets forth the conditions with which the Employer must comply as a condition of participation in the Linn County Small Business First Time Employment Youth Wage Grant (Program).

IT IS AGREED:

1. Definitions: As used herein the following terms mean:

- a. **"Linn County small employer"** means an employer principally located in Linn County that employs not more than 35 persons.
- b. **"First-time employment youth"** means:
 - i. a youth at least 14 years of age but not older than 19 who is a resident of Linn County; and
 - ii. who has never previously worked for wages for the Employer prior to May 1, 2021; and
 - iii. a person who is legally able to work in the United States.
 - iv. eligible employers hiring youth between the ages of 14 and 17 years of age must do so with a Bureau of Labor and Industries permit.

2. Documents. The documents include the original of this executed Grant Agreement, the approved grant application (Exhibit 1), and Youth Wages Reimbursement Sheet (Attachment 1).

3. Term: This Program shall be effective, and the Employer shall commence providing first-time employment, on or after May 1, 2021, performance by the Employer employing youth shall not extend beyond September 30, 2021, except as provided by section 8.

4. Grant Amount: For all First-time Employment Youth by the Employer under this grant, County shall pay the Employer \$4 per hour for up to 500 hours per youth, but not to exceed \$2,000 per youth with total compensation per Employer not to exceed \$6,000, upon receipt of a statement as set forth in Attachment 1, attached hereto as an example, and submitted on the terms described herein.

- a. The completed copy of Attachment 1 at the time of submission to the county for payment must be supplemented by copies of payroll stubs accurately indicating the participating youth by name, home address, number of hours worked, pay period for which the youth performed services, and pay per hour.

- b. Reimbursement requests must cover a pay period of at least 30 days or for the entire program period, or may be made at the time a youth is terminated.
- c. No reimbursement will be made to Employer for work performed before May 1, 2021, or after September 30, 2021.
- d. Payment will occur within 30 days of receipt of a request for reimbursement.

5. Responsibilities of Linn County:

- a. A County staff representative may visit the work site periodically to assure satisfactory compliance with this grant.
- b. Review requests for reimbursement and review and make recommendations for payment thereon to the County.
- c. Act as liaison between Employer and County.
- d. If the County finds an Employer has violated any of the rules of this Grant, the County shall withhold any amounts due the Employer and may seek repayment of any amounts paid to the Employer under this agreement. Further, if the Employer fails to comply with this Grant Agreement, the County may immediately terminate this Grant with notice.

6. Employer responsibilities:

- a. Ensure the adequate, qualified supervision of each youth, which includes orienting youth to work sites and explaining safety rules and standard work policies.
- b. Submit to Linn County accurate time records, and other forms in accordance with instructions provided by Linn County.
- c. Allow the County representative to inspect the Employer's records, including INS I-9 documents at any time for the purpose of approving an application or making reimbursement payment. The employer has the sole responsibility for the accuracy of all records. The inspection of the Employer's records by the County pertaining to this grant agreement does not in any way represent on the part of the County that such records are in compliance with law; that remains the sole responsibility of the Employer.
- d. Provide sufficient, meaningful work to occupy all youth assigned during the hours they are at the work site and ensure that such work is performed in accordance with this grant.
- e. The Employer may employ under this grant not more than three (3) first-time employment youth **at any one time** for which it seeks the benefits described herein. In complying with this condition, the Employer, after a qualified first-time employee terminates early for any reason, may seek to employ another first-time employee in that employee's place. In which case, the Employer shall complete, sign, and submit a new application listing that new prospective employee.
- f. Comply with all applicable Federal and State statutes, rules and regulations, including tax laws, specifically including the following provisions of the Oregon Revised Statutes ("Public Contracts and Purchasing") which are incorporated by this reference in this Contract: ORS 279B.220, 279B.230 and 279B.235.
- g. Abide by the Occupational Safety Health Act (OSHA), Oregon Safe Employees Act (OSEA), the Fair Labor Standards Act (FLSA), and State and Federal child labor laws including youth labor laws and including State Worker Compensation Law (ORS chapter 656) and State Board of Labor and Industry (BOLI) rules and regulations. The Employer shall certify that the information on the employee's INS I-9 form is current and correct and may be inspected by the County at any time.
- h. Ensure that no discrimination occurs against any youth because of race, color, religion, sex, national origin, age, or disability pursuant to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Pub. Law No. 101-3360), and other applicable State and Federal laws.
- i. Employer shall ensure that the activities of youth do not result in the displacement of any currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits. No youth may be placed in any position when the same or substantially equivalent position is vacant due to a hiring freeze, a strike, or a displacement. If such a freeze, strike, or displacement goes into effect, it is the responsibility of the Employer to immediately contact Linn County.
- j. Pay all participants at least the hourly rate of the Oregon minimum wage.
- k. Withhold and pay, in accordance with state and federal law, all required deductions for state and federal income tax, social security tax and unemployment insurance tax, from each first time employee's wages.
- l. Ensure that no funds paid under this contract are used to pay a youth employed for the performance of work that is for a religious purpose that would render the payment a violation of law.

- m. **Workers compensation provisions:** Employer shall obtain and at all time material to this agreement keep in effect Worker's Compensation insurance. Employer represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law written by SAIF and Policy Number 100036370; if the Employer employs a youth from an employment service, the Employer shall obtain from the employment service proof that the employment service has the worker compensation requirements that satisfy ORS 656.017 and 656.407 and provide that proof to Linn County at the time this agreement is executed.
 - i. The parties hereto specifically agree that this Contract and Declaration will render Employer and Employer's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Worker's Compensation benefits for Employer or Employer's employees.
 - ii. Employer knowingly waives any rights, as against Linn County, under the Worker's Compensation Law.
 - iii. Employer agrees that all employers, working under this contract, including but not limited to Employer, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - iv. Employers who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect worker's compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if Employer was a subject worker under ORS 656.027.
 - n. **Indemnification.** It is agreed that County has no obligation to defend, hold harmless or indemnify, or provide any insurance coverages (both liability insurance and workers compensation insurance) for or on behalf of Employer. The Employer shall defend, hold harmless and indemnify the County from all liability in contract or in tort for any acts that arise out of or is related to Employer's performance with respect to this grant.
 - o. **General Liability.** In conjunction with all services performed under this agreement:
 - i. Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Coverage shall include the following minimum limits:
 - (1) \$128,400 to any single claimant, and \$641,800 to all claimants, beginning July 1, 2021, and at the amount set pursuant to ORS 30.273(3) for subsequent years, for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
 - (2) \$782,600 beginning July 1, 2021, and annually thereafter in the amount established by ORS 30.272, for any single claimant for all other claims arising out of a single accident or occurrence; and
 - (3) \$1,565,100 beginning July 1, 2021, and annually thereafter in the amount established by ORS 30.272, for any number of claims arising out of a single accident or occurrence.
 - ii. Employer has obtained insurance required by subsection (0) of this agreement written by CIS, Policy Number: 21LMLC.
 - p. Not delegate the responsibility for providing services hereunder to any other individual or agency, except as provided for above, in "Employer's Services," and to provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
7. **Declaration of the nature of the relationship:** Employer is an independent Employer and not an employee of nor agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Employer.
8. **Termination; for cause, non-funding, convenience:**
- a. **For Convenience.** Either party may terminate this Grant without specifying any reason for termination by giving written notice of intent to terminate, in writing, submitted at least five (5) working days before the intended termination date to the other party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 - b. **For Cause.** In addition to its rights under subsection 8 (a) above, it is further agreed that the County may immediately terminate this Grant without liability or penalty for either of the following causes by the mailing of written notice to the Employer at Employer's address given above, specifying the cause:

- i. Unsatisfactory performance or nonperformance. Linn County is the sole judge of Employer's unsatisfactory performance or nonperformance; or
 - ii. Loss of available funding.
9. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
11. **Entire document.** This agreement constitutes the entire Grant Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
12. **Notices.** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the giving of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
13. **Governing law.** This Grant Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Grant Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon, provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this grant agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this grant agreement represents and warrants to have the authority to execute this agreement.


CITY OF MILL CITY

Signature

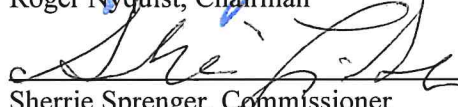
Name (PRINT)

Title

LINN COUNTY BOARD OF COMMISSIONERS



Roger Nyquist, Chairman



Sherrie Sprenger, Commissioner




William C. Tucker, Commissioner

9-28-2021

Date

APPROVED AS TO CONTRACT TERMS:



Darrin L. Lane
Linn County Administrative Officer

APPROVED AS TO FORM:

PREAPPROVED BY R/O 2021-114

County Attorney for Linn County

ATTACHMENT 1 — SUMMER YOUTH WAGE GRANT REIMBURSEMENT SHEET



**LINN COUNTY SMALL EMPLOYER
FIRST TIME EMPLOYMENT YOUTH WAGE GRANT - 2021**

Employer Name: _____

Employer Address: _____

Participant Name: _____

Participant Address: _____

To receive reimbursement, all information requested on this form will have to be completed and the form returned to the ***Linn County Board of Commissioners, P.O. Box 100, Albany, OR 97321***, with wages paid documentation. If you have any questions in filling out this form, please call the Linn County Board of Commissioners at ***541-967-3825***. **The deadline to submit a reimbursement form is November 5, 2021.**

Reimbursement requests must cover a pay period of at least 30 days or for the entire program period, or may be made at the time a youth is terminated. Payment will occur within 30 days of receipt of the request for reimbursement.

Wage Reimbursement Information: Maximum employer reimbursement per youth is up to **\$2,000**; maximum reimbursement per employer cannot exceed **\$6,000**.*

Wage Reimbursement Period from _____ through _____

	<u>Hours</u>		<u>\$4.00 per hr.</u>		<u>Total Reimbursement*</u>
Hours Worked:	_____	X	_____	\$4.00	\$ _____

Attach documentation that the declared wages were paid. Examples, pay stub and copy of payroll check, temp employment billing statement w/ copy of payment check.

Employee Employment Information:

- ☐ This employee is still working for your company
- ☐ This employee has been hired into a permanent employment position
- ☐ This employee is no longer working for your company. Their last day worked was: _____

How satisfied were you with this program:

Very Satisfied _____ Satisfied _____ Neutral _____ Dissatisfied _____ Very Dissatisfied _____

Comments: _____

I **certify** this request for wage reimbursement request is true and correct and that my company at all times relative and material to the payroll period stated herein was in compliance with all Federal and State labor laws including youth labor laws and including State Worker Compensation Law (ORS chapter 656) and State Board of Labor and Industry (BOLI) rules and regulations. I certify that the information on the employee's INS I-9 form in my file is current and correct and may be inspected by the County at any time. Employer understands and agrees that by signing a certification, the employer represents that it is addressing, as may be required, any Social Security "no-match" letters received by the Employer.

Employer Signature _____ Date _____

MAIL COMPLETED FORM TO: Linn County Board of Commissioner, PO Box 100, Albany, OR 97321

OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates.

Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

A handwritten signature in blue ink, appearing to read "Luci Moore", is positioned above a horizontal line.

09/03/2020

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):



Marine Board Now Accepting Boating Facility Cycle Two Grant Applications

Beginning October 1, the Marine Board is accepting Cycle Two boating facility grant applications. The application deadline is December 10, 2021, for the 2021-2023 biennium.

Grants are available to public entities such as cities, counties, and state and federal agencies that own and operate boating access facilities and need financial assistance to improve access to Oregon's waterways.



Cycle Two grants are intended for multi-faceted boating facility improvements with a medium to a high level of complexity. Eligible projects include property acquisition, construction within the in-water windows, and permitting for replacing boat ramps, boarding docks, repaving, or redesigning parking lots or sanitation renovations.

Boating facility grant applications are awarded three times during a two-year biennium based on available funding. The Cycle Two funding allocates 20% of the available boating facilities resources and focuses on projects that can be completed within 14 months remaining in the biennium. The Marine Board's Boating Facility staff also provide technical assistance for grant applicants at every step of the project; from concept, design/engineering, permitting, surveying, and inspections of any given project. This professional assistance oftentimes saves time and money for the facility provider.

The Marine Board awards more than \$5 million biennially for boating facility improvements. Since 2001, the agency has awarded \$44 million in facility grants in Oregon. These grants are funded from motorboat title and registration fees and marine fuel tax revenue.

Prospective applicants are encouraged to download an application and review [resources online](#), including the [Boating Facility](#), [Waterway Access](#), and [Small Grant Procedure Guide](#).

###

Pictured: New boarding docks and self-adjusting guard rail at Spring Recreation Site, managed by the BLM on Brownlee Reservoir in Baker County. Paid for with boater dollars from the Marine Board's Cycle Two grants.



Before heading out to local rivers and lakes, plan ahead! Use our [Boat Oregon Online Maps](#) to see where there are reported obstructions, wildfires, construction, or other boating access closures. This map hub also includes the Office of Emergency Management's [Recreation Site Status Map](#) if you're also planning any boat-in camping or hiking to your outdoor adventures. Plan, prepare, wear your life jacket and play!

Make sure your Waterway Access Permit is printed or can easily be displayed on your mobile device when requested by marine law enforcement. Waterway Access Permits are now required for paddlecraft 10' or longer, **including Stand Up Paddleboards**. Also, remember to carry a whistle, wear your life jacket and wear the [right leash when SUP'ing](#). Learn more about [life jackets and equipment requirements](#).



Proposal for Feasibility and Conceptual Design Services

Mill City Falls Park Improvements

Mill City, OR

August 28, 2018



Submitted By:

Recreation Engineering & Planning (REP)

485 Arapahoe, Boulder, CO, 80302

(303)-545-5883

www.repwhitewaterparks.com

The following proposal is for conceptual design services for park improvements at Mill City Falls Park in Mill City, OR. The intent of these services is to provide professional services to complete a feasibility investigation and conceptual design. This contract is being sent to Stacie Cook, as requested.

Mason Lacy of REP was on site August 27th, 2018 to conduct a preliminary site visit. The existing concrete wall along the right bank of the North Santiam River is known to be structurally unsound and a safety hazard to the public. Large voids were observed beneath and behind the wall at several locations, as well as areas where the entire wall has fallen away.

REP will prepare a conceptual plan specifying potential improvement to Mill City Falls Park to enhance public safety, tourism opportunities, economic impact, education, wildlife/salmon viewing opportunities, habitat and water quality. The existing project site can be observed in the figures below.



Figure 1: Aerial of Mill City with approximate park boundary outlined in red.



Figure 2: Portion of failing concrete wall at the project site.

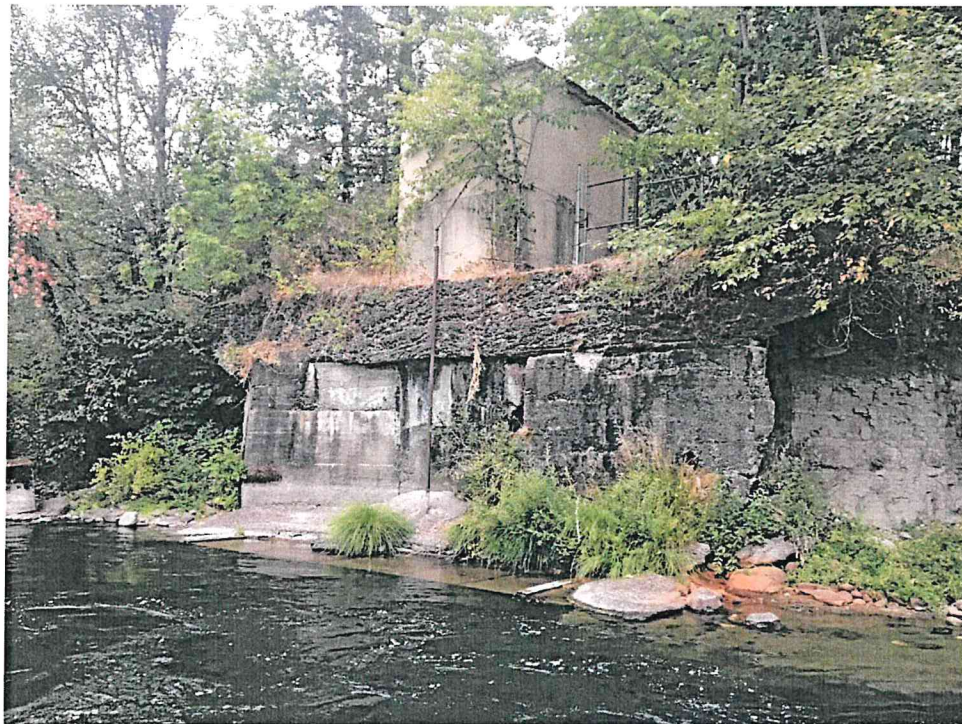


Figure 3: Portion of failing concrete wall at the project site.



Work Item	Task	Cost Based on \$100/hr
1	Obtain all mapping, geotechnical data, park masterplan, ownership information, etc. in the City's possession that may affect the design of the park. City to provide electronic basemap at the appropriate scale for design.	To be supplied by the City
2	On-site inspection. Meet with City staff and other interested parties on site to confirm the viability of the project and to discuss concerns related to permitting, land ownership, costs, and site development.	\$3,200.00
3	Develop a conceptual plan for the site. This plan will include recommendations for replacement of the failing concrete wall to remove the existing safety hazard and provide a community asset. The intent is to provide:	\$4,000.00
	- Approximate rendering (conceptual level) of proposed grading / structures that are structurally and hydraulically sound, aesthetically pleasing and natural in appearance.	
	- Proposed elements designed to withstand major flooding as well as reduce safety hazard and bank erosion problems	
	- A safe and accessible area that can be enjoyed by the community and attract visitors	
	- Enhanced education and wildlife / salmon viewing opportunities	
4	- Improved habitat and water quality	\$800.00
	Preliminary construction cost estimate	
Sub-Total:		\$8,000.00
Estimated Travel Expenses: <i>Only direct expenses will be billed.</i>		\$1,200.00
Total:		\$9,200.00



Schedule

Work can begin immediately upon notice to proceed with a goal of completing a preliminary plan within eight weeks.

Payment

Invoices will be sent every 30 days for work completed plus expenses. Payment is due within 30 days.

If the above proposal is acceptable to you, please print 2 copies, sign both copies and return to REP.

Submitted by:

Gary M. Lacy, PE

8/28/18

Date

Approved by:

[Please Print Name, Title,
Address, and
Telephone Number]

Date

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

Memorandum

Date: October 7, 2021
To: Mayor Kirsch and City Councilors
From: Stacie Cook, MMC, City Recorder
Subject: City Recorder Report for October 12, 2021 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. Other

On-Going Old Business Items

1. Income Study
2. Certificate of Occupancy/Planning and Building Services Agreement
3. Personnel Handbook
4. Nuisance Grass Process
5. Nuisance Grass Fee Schedule
- ~~6. KeyScan Cards~~
7. Actuators
8. Security Cameras
9. City Administrator Job Description
10. Sewer Rate Study
11. Sewer SDC Study
12. Additional SDC Implementation (Street, Storm, Parks, etc.)
13. Update Current Fee Schedule
14. Implementation of Missing Fees (Notary, etc.)
15. Engineering RFQ
- ~~16. Sewer Capacity Study~~
17. Large Event Use Policy
18. City Hall Artwork
19. NW Alder Street Slide Area
20. Strategic Plan/Goal Setting
21. Misc Parking Changes
22. City Hall Entry Posts/Cleaning
23. MCGRA Agreement
24. Entry Signs
25. Wall Street Plaza & Overlook
26. Cedar Creek Bridge
27. The Reid House

MILL CITY PLANNING COMMISSION
Meeting of June 15, 2021

Planning Commission members present: Ann Carey, Chair Marge Henning, Woody Koenig, David Leach and Debbie Schenck. Jim Grimes and Sandy Lyness were excused.

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

City Council Representatives: None.

Agency/Applicant Representatives: None.

Citizens: Caitlin Purdy.

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

Mrs. Cook introduced Caitlin Purdy, stating that she has been appointed to the Planning Commission and will begin her term in July.

APPROVAL OF MINUTES: *Woody Koenig moved, seconded by Dave Leach to approve the minutes of May 18, 2021. The motion carried, (5:0).*

PUBLIC COMMENT: None.

PUBLIC HEARING: None Scheduled.

OLD BUSINESS: None.

NEW BUSINESS: File No. 2021-06; Santiam Canyon School District - Property Line Adjustment: Mr. Kinney said that the school district is looking to design a parking lot for their property that SW 2nd Avenue. There are five or six parcels in the area in which the parking lot is being proposed. In order to clean this up, a property line adjustment must be done.

The approval for the application is only final upon Planning Commission ratification.

Marge Henning moved, seconded by Woody Koenig ratify the staff approval of a property line adjustment for Santiam Canyon School District, SW 2nd Avenue & SW Evergreen, File No. 2021-06. The motion carried, (5:0).

Mill City Falls Park – Overlook and Public Plaza Concept Design Review: Mr. Kinney said that the Budget Committee included funds in the 21-22 FY budget to develop an overlook and plaza for the Mill City Falls Park site. The intent for the overall site is to demolish the old public works building and add a restroom (done), trellis and an overlook. The reason the City is proposing to develop this section is to connect to the bridge improvements as well as to make a connection to the park and parking lot.

The path in front of the old building will be realigned to the south. Benches, seating and lighting will be along the pathway. Lighting will be identical to those being installed on SW Broadway Street. Interpretive signs will be incorporated as part of the final design.

INFORMATIONAL ITEMS:

City Recorder Report: Mrs. Cook noted that the 4th of July Celebration will take place including fireworks, vendors and a parade.

Mill City Watermain Improvements: Mr. Kinney said that the City awarded a contract to M. L. Houck to construct watermain improvements from Whitten Street south along S 1st Avenue. This is supposed to be completed by August 1st. There will be some traffic control issues that will need to be coordinated with both the contractor working on SW Broadway as well as the contractor working on the Railroad Bridge. The SW Ivy Street improvement portion of the project must be completed by October.

TIGER Grant – SW Broadway and RR Bridge Status: The SW Broadway street improvements should be completed before the RR Bridge is done. This will depend on supply availability.

Grant Application Submittals: The request for funding for the storm drainage project has been submitted to Senator Girod's office for consideration. The estimated cost for the project submitted is \$2.9 Million.

The City will be submitting an SCA grant by the end of July. The intent is to submit for NE 7th Avenue between NE Alder Street and Hwy 22. However, should costs be prohibitive, the alternative would be SW Ivy Street.

2019-09 Freeman Meadows – Final Engineering Plan Submittals: Mr. Kinney said that final engineering has been submitted and reviewed by the City Engineer. Ann Carey asked if this meets the requirement for the extension that was granted for this application. Mr. Kinney said that it does. There is no further action that will need to be taken by the Planning Commission.

BUSINESS FROM THE PLANNING COMMISSION: None.

OTHER BUSINESS: Thank you to Ann Carey for 27 years of service as a member of the Mill City Planning Commission! Mrs. Carey was presented with a certificate of appreciation for her time serving the City of Mill City.

The meeting was adjourned at 7:23 p.m.

Prepared by:

Stacie Cook, MMC City Recorder

Minutes approved by the Planning Commission on the 21st day of September 2021