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#### Rules of Conduct for Public Meetings

No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting. Microphones will be muted and webcams will be turned off for remote participants unless called upon to speak or during public comment period.

Persons shall not comment or testify without first receiving recognition from the presiding officer and stating their full name and city of residence.

During public hearings no person shall present irrelevant, immaterial, or repetitious testimony or evidence.

There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting. If online participant(s) disrupt the meeting, the participant(s) microphone and webcam will be turned off. If disruption continues, the participant(s) will be removed from the meeting.

## CITY COUNCIL MEETING

**In-Person Meeting with Remote Access Available**

Millersburg City Hall

4222 NE Old Salem Road, Millersburg OR 97321

November 8, 2022 @ 6:30 p.m.

### Agenda

Remote access for the meeting is available. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-regular-meeting>. If you do not have access to a phone or computer, or need additional support, please contact City Hall prior to 5:00 p.m. on Monday, November 7, 2022.

Meeting link to join via computer:

<https://aspenuc.accessionmeeting.com/j/11597014359>

Phone number to join meeting: 503-212-9900

Meeting ID: 115 9701 4359

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. CONSENT AGENDA
  - 1) Approval of October 11, 2022, City Council Meeting Minutes
  - 2) Water System DRC Contract AmendmentAction: \_\_\_\_\_

- F. GUEST PRESENTATIONS
  - 1) Linn County Sheriff's Office Monthly Report

#### G. PUBLIC COMMENT

*The public has the opportunity to address the Council during "Public Comment." Those attending virtually may raise their hand electronically or request to speak upon unmuting. The public may also send written comments by email to [cityclerk@cityofmillersburg.org](mailto:cityclerk@cityofmillersburg.org). Please limit comments to one page and include your name and address. Emails received before 5:00 p.m. on the day of the meeting will be included and read into the record for comments by the Council.*

H. COUNCIL MEMBER AND STAFF COMMENTS

I. CITY MANAGER'S REPORT

- 1) Project Updates
  - a) Industrial Developments
  - b) Transition Parkway and Buffer
  - c) Traffic Study Old Salem Road
  - d) Stormwater MS4 Permit Update
  - e) City Projects
  - f) CFEC Parking Code Change update
- 2) Litigation Team Assignments (2)

J. CITY ATTORNEY'S REPORT

K. UNFINISHED BUSINESS

L. NEW BUSINESS

- 1) Republic Services Rate Increase Request  
Action: \_\_\_\_\_
- 2) Emergency Management Code Revision  
Action: \_\_\_\_\_
- 3) Natural Hazard Mitigation Plan  
Action: \_\_\_\_\_

M. CLOSING PUBLIC COMMENT

N. CLOSING COUNCIL COMMENT

O. ADJOURNMENT OF REGULAR MEETING

P. EXECUTIVE SESSION

After the regular meeting, Council may adjourn to an executive session in accordance with ORS 192.660(2)(e) or 192.660(2)(h).

Upcoming Meetings & Events:

For a schedule of meetings and events, visit the City's website calendar at <https://www.cityofmillersburg.org/meetings>

*The meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 458-233-6300.*



## CITY COUNCIL MEETING MINUTES

October 11, 2022 @ 6:30 p.m.

A. CALL TO ORDER Meeting called to order by Mayor Cowan at 6:30 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Councilors Present: Mayor Scott Cowan; Councilors Dave Harms, Mike Hickam, Mark Raum, and John Sullivan

Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Matt Straite, Community Development Director; Sheena Dickerman, City Recorder; and Forrest Reid, City Attorney

Presenters: Linn County Sheriff's Office  
Albany Fire Department  
Oregon Cascades West Council of Governments

D. CHANGES AND ADDITIONS TO THE AGENDA

None

E. CONSENT AGENDA

6:31 p.m.

- 1) Approval of September 6, 2022, City Council Work Session Minutes
- 2) Approval of September 13, 2022, City Council Meeting Minutes  
City Recorder Sheena Dickerman stated that page 9, section c needed to be amended to say City Manager "Kreitman" and not "Reid".
- 3) Acceptance of City Accounts Payable Report

Action: **Motion to approve the Consent Agenda as amended made by Councilor Mark Raum; seconded by Councilor John Sullivan.**

Mayor Scott Cowan: Aye

Councilor Dave Harms: Aye

Councilor Mike Hickam: Aye

Councilor Mark Raum: Aye

Councilor John Sullivan: Aye

**Motion PASSED: 5/0**

F. GUEST PRESENTATIONS

- 1) Linn County Sheriff's Office (LCSO) Monthly Report

6:32 p.m.

Sergeant Steven Frambes, LCSO, made a few corrections to the report and highlighted a few property crimes.

Cowan asked how the LCSO responds to repeated mental health calls. Frambes explained that it depended on the situation, such as calls for a drug induced person or the mental health of a teenager. The LCSO partners with other agencies and resources, if needed. The LCSO receives calls daily regarding mental health and drug induced individuals.

Cowan said deputies seem to balance issuing citations and warnings. Frambes said daily briefings keep the deputies apprised if there is a repeat pattern and extra patrol is needed.

Councilor Mike Hickam asked about current procedure, under new Oregon law, for drug induced situations. Frambes replied that if a citation was issued, the person will go before District Attorney's office to determine next steps. City Manager Kevin Kreitman added that he is on the Linn County Public Safety Commission and could ask Linn County District Attorney (DA) Marteeny to attend a Council Meeting and give a briefing.

Councilor Mark Raum invited Albany Fire Chief Shane Wooton to share what the Albany Fire Department (AFD) sees regarding drug induced situations. Wooton anecdotally has seen a dramatic increase. He added AFD has a community paramedic to assist people with needs but not with mental health. The City of Albany will have a new mental health outreach position to respond to these situations, but he added that one person is not enough.

Councilor Dave Harms asked how the increase in marijuana stores contributes to overdoses (OD). Frambes said the LCSO has seen an increase. Marijuana comes in various forms, such as gummy bears, and contains different potencies. Wooton added that AFD sees more OD's with Fentanyl.

Frambes shared that deputies carry multiple doses of Narcan, because it reverses the effects of OD's quickly.

Wooton will report, at next council, how many overdoses are in Millersburg and the cause. Frambes added, if LCSO is called about an OD they will secure the scene and pass the situation over to paramedics.

Hickam asked how much time it takes a deputy for one of these calls. Frambes described LCSO procedures and said if Narcan is used and observation is required, it could take a deputy up to 10 or more hours.

2) Albany Fire Department Quarterly Report-

**6:49 p.m.**

Chief Shane Wooton highlighted data from the report, specific calls for Station 15. Millersburg response times are down to 7.23 minutes versus 12-to-14 minutes when Jefferson Fire was responding. Kreitman added the average amount of personnel responding is now 3 compared to 1 previously.

Wooton stated fire season has not ended; backyard burning is not allowed. Oregon Department of Forestry (ODF) increased the risk levels and asked Oregon Fire Chiefs to keep closures in place. He listed current fires and what fires AFD has responded to.

Wooton shared that Station 15 hosted the task force from the Devil Creek Fire. This allowed for five extra engines to respond to local calls. He stated that AFD upstuffs when fire risk increases.

Wooton explained Community Paramedic referrals. Community Paramedic Hillary Kosmicki engages with patients with to figure out actual needs to reduce repeat calls to a location; examples included helping elderly persons with getting prescriptions.

Wooton highlighted the pictures in the Fire report: Governor Kate Brown attended AFD's September 11, 2022, ceremony held at the Linn County Courthouse and the Albany car show raised \$8,300 for Albany Fire Fighters Community Assistance Fund (AFFCAF). He explained how AFFCAF funds are used to support the community in need. AFD's treasure hunt returned post-covid, and Station 15 was added as a location.

Wooton shared AFD challenges with wait times to admit patients into emergency rooms, transferring patients to farther locations due to lack of capacity at local hospitals, and loss of personnel to larger cities. He added that AFD will add five new personnel.

Wooton praised Senior Administrative Services Supervisor, Rachel Bottemiller, for her work on grants; one grant for \$634,000 for a new fire truck and another for three new personnel for three years.

Hickam asked about response times for ambulance versus fires. Wooton explained how response times are measured from time of 911 call. He added that all fire engines have advanced life support equipment, minus the stretcher. Response times to fires are slightly slower due to fire personnel putting on fire gear.

Hickman asked if backyard burning included fire pits. Wooton replied no. The current risk is burning leaves and branches. Kreitman reminded everyone to contact Department of Environmental Quality (DEQ), using the number on City's website, to see if burning is allowed.

Wooton presented the decommissioned flag from temporary Station 15 to Mayor Cowan. City Attorney Forrest Reid attested that Cowan's persistence brought a station to Millersburg. Councilor John Sullivan agreed.

- 3) Oregon Cascades of West Council of Governments (COG) **7:15 p.m.**  
Cowan introduced Director Ryan Vogt. Vogt presented the first annual report for Linn, Benton, and Lincoln counties from 2021. He will bring detailed Millersburg- specific information in the future.

Vogt explained funding sources and all the various ways COG staff support cities and counties. He mentioned groups that Assistant City Manager Janelle

Booth is a member of that address transportation and look at wetlands and feasibility of public land banks.

Vogt mentioned COG's work on expanding broadband in the area. COG's IT worked with Millersburg staff with transition to Office 365 and SharePoint.

Vogt thanked Cowan for being a part of the OCWCOG board. Cowan asked how often Council would see a report. Vogt is willing to attend Council meetings and report as often as the Council desires.

G. PUBLIC HEARING

7:26 p.m.

DC-22-01 Urban Growth Boundary Amendment (Comprehensive Plan Amendment & Land Use/Zoning designations Public Hearing

**Mayor Cowan opened the public hearing at 7:26 p.m.**

Cowan read the public hearing procedures.

Community Development Director Matt Straite presented on DC-22-01. He explained the background for the amendment. He emphasized that Site B would not be in the city limits, it would be in the Urban Growth Boundary (UGB) until annexation. Annexations happen locally. He explained the reason for doing the zoning now. He pointed out a parcel of property, in his PowerPoint presentation\*, that was included in the amendment and zoning designation, to keep things "clean". He commented that the boundary is shared with the County and actions tonight are tentative until the County adopts the changes. The County is expecting the action. He stated State, County and City criteria for approval are in his staff report. He added that the Department of Land Conservation and Development approves the amendment. Staff and Planning Commission recommend approval.

Cowan gave an opportunity for testimony for those in favor or opposed to comment. No one in the audience or online requested to speak. No Councilors had questions.

**Mayor Cowan closed the public hearing at 7:35 p.m.**

Action: **Motion to approve DC 22-01 and adopt Ordinance 199-22 made by Councilor Dave Harms; seconded by Councilor Mark Raum.**

Mayor Scott Cowan:	Aye
Councilor Dave Harms:	Aye
Councilor Mike Hickam:	Aye
Councilor Mark Raum:	Aye
Councilor John Sullivan:	Aye

**Motion PASSED: 5/0**

H. PUBLIC COMMENT

7:36 p.m.

None

I. COUNCIL MEMBER AND STAFF COMMENTS

7:37 p.m.

Hickman suggested the financial report be less daily activity and instead, report on how budget has been executed and its status. Sullivan said the dashboard provides this. Harms mentioned there was a community member that wanted that level of detail.

Kreitman mentioned staff will be attending a training with Caselle, the finance program, and that the hope is that Council will have access to the current financial information to view at any time. Cowan asked if the intent is to change current accounts payable report by removing it from the Council packet and viewing a quarterly or monthly dashboard. Council discussed and supported a quarterly view at Council meetings if they had access to the dashboard. Hickman added that anyone could submit a public information request for a detailed level of the budget. Hickman suggested that if too many information requests started to happen, posting information on the website could take place.

Cowan reiterated that the Council would like to see the report quarterly and have access to it on the dashboard.

Kreitman said staff should be able to print out a year-to-date report to bring to Council.

J. CITY MANAGER'S REPORT

7:44 p.m.

Assistant City Manager Janelle Booth announced the Waverly/Cox Creek Bridge grant which requires a 10.27 percent match from the city. She said the State Transit Block Grant (STGB) funds for Old Salem Road guard rail project will be coming to the City to pay Oregon Department of Transportation (ODOT) for the project. The City is applying for next round of STGB funds for Woods Road.

Straite added the City has been awarded funds for the North Millersburg Park design. There will be an opportunity for public involvement.

Hickam asked if the city had the funding for the match. Booth and Kreitman affirmed. Booth added there are reserves in the street fund that will be in the future budget.

Booth talked about the Woods Road Closure; notification was given to residents.

Booth briefed the Council on projects; crack sealing this fall, Old Salem Road early next year, and stormwater management. The water Direct Responsible Charge Operator (DRC) reports in the agenda packet were for information only.

Booth shared Fire Station Project final numbers. She recommended a work session if the Council wanted more details of expenditures. Hickman asked if the numbers were final. Booth affirmed and clarified that the city is responsible for a few

remaining furnishing items. Kreitman added these items are not part of the capital budget.

Booth mentioned a request from North Santiam Paving, that was passed through Wildish, for the City to consider paying towards an escalation asphalt cost. Kreitman added that project was initially scheduled to take place last September but was held off due to the site not being prepared; it was beneficial to the city for the construction to take place in May versus September. Councilor Mark Raum asked if the request included no mark-up costs. Booth confirmed.

Cowan asked Councils opinions. Harms suggested covering half. Discussion included contingencies in contracts, showing respect for business that do quality work, and the unexpected price of gas during that time.

Action: **Motion that the City pay 50% of the increase (to North Santiam Paving) made by Councilor Mark Raum; seconded by Councilor John Sullivan.**

Mayor Scott Cowan:	Aye
Councilor Dave Harms:	Aye
Councilor Mike Hickam:	Aye
Councilor Mark Raum:	Aye
Councilor John Sullivan:	Aye

Motion PASSED: 5/0

Kreitman announced that Linn County is doing a Natural Hazards Mitigation Plan update. The City did not participate prior and is currently under Linn County's plan. Under the Stafford Act, if the City doesn't have a Natural Hazards mitigation emergency plan, the City would not be eligible for Federal funding in the event of an emergency. The County has received a grant for the update, and the cost should be minimal to the City. He will bring the Intergovernmental agreements (IGA) to the next meeting.

Kreitman said Booth is on the COG Consortium and the previous Mayor was the alternate. He asked if any Councilor was interested in being the alternate; if not, staff would do it. Councilors supported Straite as an alternate.

K. CITY ATTORNEY'S REPORT

7:35 p.m.

City Attorney Forrest Reid asked Council for direction regarding Paul Kuehne's lease; the lease is for 20 acres. This will be a one-year extension. He briefed Council on the history and current situation of the property. He said Kuehne's request is to lease the property for \$150 per acre, this would be a \$90 per acre decrease from current lease. Councilors discussed the amount and if anyone else would use the property. No one would lease only 20 acres.



Action: Motion to rent the property for \$175 (per acre) made by Councilor John Sullivan; seconded by Councilor Dave Harms.

Mayor Scott Cowan: Aye  
Councilor Dave Harms: Aye  
Councilor Mike Hickam: Aye  
Councilor Mark Raum: Aye  
Councilor John Sullivan: Aye  
Motion passed: 5/0

L. UNFINISHED BUSINESS 8:12 p.m.  
None

M. NEW BUSINESS 8:13 p.m.

- 1) Comprehensive Plan Housing Chapter City Council Update  
Straite said the Comprehensive Plan (CP) has not been updated since the 80's. The City received a grant from the DLCDC for updating a new housing chapter. The Housing Chapter will kick off a new style and format for the CP. City hired a consultant with grant funds, did public outreach regarding housing, and the Planning Commission gave feedback on the chapter. The next steps in the process will be public hearings with the Planning Commission and then City Council for an amendment.

Cowan asked if density was included. Straite replied affirmed. The current CP has a lot of data analysis. The proposed CP has removed the data and placed it in a new section and has only some paragraphs and polices. The new style will be more user friendly for the public. The new policy does have some requirements regarding density, but staff was strategic in their approach with regard to state requirements and constituents' desires.

2) TRE 22-03 Withrow Heritage Tree Application 8:16 p.m.

Straite received an application for a Heritage Tree Designation, 4658 Obsidian. The tree is in the backyard. The only criterion in the Code is that the "tree has significance to the community". Staff is recommending denial as this tree is in the backyard and does not have significance to the community.

Straite read a portion of the staff report page 159, section 4, regarding applicant's lack of standing.

Hickam declared a conflict of interest and abstained. Cowan asked for any comments, there were none. Raum clarified the timeline of the application.

Action: **Motion to deny Heritage Application TRE 22-03 made by Councilor John Sullivan; seconded by Councilor Dave Harms.**

Mayor Scott Cowan:	Aye
Councilor Dave Harms:	Aye
Councilor Mike Hickam:	Abstained
Councilor Mark Raum:	Aye
Councilor John Sullivan:	Aye

**Motion PASSED: 4/0, with 1 abstained**

3) Jacobs Contract Amendment

8:20 p.m.

Booth presented Jacobs contract amendment #16 for Transition Parkway and Linear Park Project task. She explained this was for engineering and design for a new street and buffer/linear park along Conser Road. The City has an aggressive schedule to meet required development deadlines, which are incorporated in the contract. Staff is proposing to amend the existing contract with Jacobs. Because the contract is already in place, Jacobs already has history with the site, and also has available staff to do the work they can meet the project schedule. The schedule would not be met if the City went out for proposals. The City may need to use different contracting methods with regards to materials procurement. Staff recommends awarding the amendment; not to exceed \$1.67 million and paid for time and materials as tasks are authorized in writing. Staff would give authorization for each task. It is written that the project could be put on hold, at a phase, and some of the funds may be unspent.

Raum clarified that a report of the authorizations would be included in the next month's staff report (project updates). Booth affirmed. She said Jacobs is the parent company of CH2M, Inc. and changing the contract to Jacob's would require legal involvement.

Kreitman added budget amendments will be brought to Council in the future. Booth added that this is for design and engineering; escalation rates are built in.

Action: **Motion to approve amendment #16 to the CH2M Hill's Jacob's contract allowing the City Manager to execute said contracts and amendments and authorizations made by Councilor Mark Raum; seconded by Councilor John Sullivan.**

Mayor Scott Cowan:	Aye
Councilor Dave Harms:	Aye
Councilor Mike Hickman:	Aye
Councilor Mark Raum:	Aye
Councilor John Sullivan:	Aye

**Motion PASSED: 5/0**

N. CLOSING PUBLIC COMMENT

8:27 p.m.

O. CLOSING COUNCIL COMMENT

8:27 p.m.

Raum suggested that the City's procedure regarding two signatures for small check amounts is inefficient. He suggested to change the requirement for two signatures be for higher amounts, such as \$500 or \$1,000. Kreitman explained that there were multiple levels of approval and process before signing. Raum asked how much staff time it takes. Booth explained the process it could take 15 to 60 minutes after multiple reviews.

Cowan asked if any Council Member had an issue with staff pursuing moving to a single signature process. Hickam was supportive if there was a separation of duties between request and approval. Others approved.

P. ADJOURNMENT Cowan adjourned the regular meeting at 8:34 p.m.

Respectfully submitted:

Reviewed by:

Sheena Dickerman  
City Recorder

Kevin Kreitman  
City Manager

\*Documents discussed or presented at the meeting that are not in the agenda packet are archived in the record. The documents are available by emailing [cityclerk@cityofmillersburg.org](mailto:cityclerk@cityofmillersburg.org)



TO: Millersburg City Council  
FROM: Kevin Kreitman  
DATE: November 1, 2022, for the November 8, 2022 City Council Meeting  
SUBJECT: Professional Services Agreement Amendment with Operations Management International (CH2M Hill)

Action Requested:

Approval to sign Amendment 6 to the Professional Services Agreement with Operations Management International (OMI), to continue to provide Millersburg with an Oregon Certified Level 1 Distribution Direct Responsible Charge (DRC) operator.

Discussion:

The City of Millersburg, as a provider of water distribution, is required by law to provide a person who will act as DRC for our water infrastructure and to oversee our sampling plan and other regulatory requirements. The City of Millersburg entered into a contract with OMI January 1, 2017 for this service. Council last approved Amendment 5 for continuation of this service in October 2021.

This amended agreement will go into effect January 1, 2023. The cost associated with approval of Amendment 6 represents a 4% cost increase and will result in a new monthly base fee for services of \$740.88 — a monthly increase of \$28.50 monthly above our current rate.

Budget Impact:

Total annual increase of the base monthly fee for service is \$219.96; sufficient funds are budgeted.

Recommendation:

Staff recommends Council approval of and authorization for the City Manager to sign Amendment 6 to the Professional Services Agreement with OMI.

Attachment(s):

- Amendment 6 Professional Services Agreement with OMI (CH2M Hill)

AMENDMENT NO. 6  
to the  
PROFESSIONAL SERVICES AGREEMENT  
for  
THE CITY OF MILLERSBURG, OREGON

This Amendment No. 6 (the “Amendment”) to the Professional Services Agreement dated January 1, 2017 (the “Agreement”) is made effective the \_\_\_ day of January 2022 between the City of Millersburg, Oregon (hereinafter “Owner”) and Operations Management International, Inc. (hereinafter “CH2M HILL”).

NOW THEREFORE, Owner and CH2M HILL agree to amend the Professional Services Agreement as follows:

1. Appendix B, 1.1 is hereby deleted in its entirety and replace with the following:  
Unless otherwise agreed to by the Parties in Appendix B hereto, monthly invoices will be issued by CH2M HILL for all Work performed under this Agreement. The monthly base fee for services is Seven Hundred Forty Dollars and Eighty-Eight Cents (\$740.88).

This Amendment No. 6 and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

IN WITNESS WHEREOF, the parties execute below:

**Approved for Owner** (Print and sign name)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Approved for CH2M HILL** (Print and sign name)

By \_\_\_\_\_

Name Paul Rheault

Title Manager of Projects

Date \_\_\_\_\_





TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: City Staff

DATE: November 1, 2022, for Council Meeting November 8, 2022

SUBJECT: Project Updates Memo

**Monthly Update on Projects:**

Staff are currently in the process of implementing many projects and activities in the City to address objectives of the Strategic Plan, direction from Council, and needs staff have identified.

There are many tasks currently in progress. An overview of several specific tasks and projects is provided below.

**Industrial Development and Infrastructure**

Projects

- Wilbur Ellis - Site plan review
- Aymium
- City industrial property updates

Water and wastewater systems evaluations

**Transition Parkway and Buffer**

- Authorization to begin Task 1 of design contract.
- Kickoff for infrastructure design on November 1.

**Traffic Study – Old Salem Road**

Joint project with Linn County. Currently evaluating consultants to perform work.

**Stormwater MS4 Permit Update**

Submitted second annual report to DEQ. In addition to the annual report, the following required items were submitted for review:

- Stormwater Management Plan
- Public Outreach and Education/Public Involvement and Participate Plan
- Illicit Discharge Detection and Elimination Program Manual
- Runoff Control Plan for the City Park
- Standard Operating Procedures for Permit Listed Activities

The following items are remaining to be developed or revised:

- Post-Construction Site Runoff for New Development and Redevelopment Plan
- Permitting process for post-construction runoff
- Erosion Prevention Sediment Control Manual
- Erosion Prevention Sediment Control Permit

Additional Implementation requirements:

- GIS updates
- Website updates
- Municipal code revisions (minor)
- Development code revisions (minor)
- Updates to engineering standards

- Tracking of existing control measures and performance of inspections
- Outfall inspection program
- Tracking and documentation for all required elements
- more...

### **City Projects**

- Woods Road Shared Use Path – Preliminary design in process. Design to be coordinated with Pacific Power transmission work along Woods Road. The next step in the process is a wetland delineation.
- Paving on Woods Road completed, striping will take place when there is a dry period. The centerline striping will follow the existing centerline striping, not the temporary delineators that have been placed on the new pavement.
- Crack Sealing – Crack sealing on Conser Road was completed on October 20.
- Urban Growth Boundary (UGB) – Application submitted to Linn County.

### **Climate Friendly and Equitable Communities (CFEC) Parking Code Update**

In a workshop on November 1, 2022, the Planning Commission indicated that they supported staff's recommendation to postpone any changes to the code in response to the new State requirements.

In summary, the State passed the new Climate Friendly and Equitable Communities rules. For a city of our size, these are related to parking and generally require the elimination of parking mandates. If we do not change our code to comply with this requirement, the State requirements will supersede ours beginning January 1, 2023. Several cities have now sued to stop the new the new rules from going into effect, and the upcoming election may also impact how these new rules are implemented. Therefore, the Commission has elected not to revise our codes to conform to the new State rules and instead wait to see if there will be any changes in the coming year.





TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: November 1, for the November 8, 2022, City Council Meeting  
SUBJECT: Republic Services Rate Increase Request for 2023

Action Requested: Consideration for approval of the rate increase requested by Republic Services for solid waste management.

Discussion: The City of Millersburg currently has an exclusive franchise agreement with Albany-Lebanon Sanitation (dba Republic Services). Under the franchise agreement Republic Services is required to submit to the City a schedule of rates for its customers, and those rates are subject to approval by resolution by the City.

Our agreement also states the following with regard to establishing rates, or in considering rate increases or decreases, "In establishing rates or in consideration of rate increases or decreases, the City must find that the rates will be just, fair, reasonable and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchise and the ability of the customer to pay such rates charged by a similar business."

Remaining items the Council is to consider are addressed in the current franchise agreement. **ORS 459.085 City, county authority to issue collection service franchises; opportunity to recycle; rates,** contains additional requirements regarding rate increase requests.

Per Council's previous request, Republic Services has also provided a cost breakdown of their units of business and customer service.

The annual rate increase calculation, which was agreed upon by the cities in the region, is based upon the Consumer Price Index, fuel pricing, and disposal costs. The calculated rate increase this year is 13.4%, however you will note in Republic's report they are requesting a 9% increase for 2023. For a residential account, this is an average increase of \$3.01 per month for a 90-gallon container. The 2023 increase will be effective January 1, 2023.

Budget Impact: Approval of the rate increase would result in a slight increase in franchise fees received.

Recommendation: Staff recommends passage of the attached resolution authorizing the 9% increase.

Attachment(s):

- Rate increase request supporting documentation, current and proposed rates from Republic Services
- Resolution 2022-14 - Republic Services Rate Increase for 2023



September 28, 2022

Mayor Scott Cowan  
 Members of the Millersburg City Council  
 City of Millersburg Staff

This report provides information necessary to calculate the annual Refuse Rate Index (RRI) effective January 1, 2023. As stated in the Rate Modification and Rate Adjustment Statement this calculation is based on the Consumer Price Index, fuel cost and disposal costs. Based on these factors, the calculated adjustment for January 1, 2023, *would* be as shown below:

**Republic Services - City of Millersburg RRI**

	Index: June 30, 2021	Index: June 30, 2022	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	164.471	178.521	8.5%	65%	5.6%
CPI - West Coast Ultra Low Sulfur Diesel	3.839	6.48	68.8%	10%	6.9%
Coffin Butte Disposal Rate (4.0% cap)	\$ 49.00	\$ 52.50	4.0%	25%	1.0%
				Rate Adjustment %	13.4%
					100.0%
				Adjustment Factor	113.4%

We have all struggled with an uncertain economy. Among the most impactful to our industry has been the volatility and high price of fuels. We weathered 2022 and have seen fuel pricing and now begin to climb again. With that in mind and even though the proposed calculated adjustment is much higher, we are adjusting the RRI to reflect our best estimate of fuel pricing for 2023. **The rate adjustment we are requesting is 9%.**

In addition to rate adjustments, we would like to provide updates on several issues that we reported on in 2021.

**Driver Shortage**

- In 2021 we reported to you that there was a shortage of drivers in the workforce.

- While there is still a driver shortage nationwide, we are pleased to report that we are fully staffed and provide better than living wage jobs for more than 60 people in the Albany division.

**On a Sustainability Note:**

During the 2021 Legislative session, the Plastic Pollution and Recycling Modernization Act (Senate Bill 582) was passed and signed into law. The program changes, including extended producer responsibility, truth in labeling and a statewide list of materials that can be recycled at the curb, making recycling equitable for all communities will begin in July 2025. Republic Services has been actively participating with the Oregon Department of Environmental Quality committees to stay informed as this law moves toward action. It will impact cities, but you can be assured that Republic Services will continue to stay informed and work with the City of Millersburg to implement future changes.

Republic Services is also working on an innovative solution to create plastics circularity with a facility being built in Las Vegas, NV. The Polymer Center is the first of its kind in the industry and will use an integrated process to take recycled plastics from the curb to delivery of high-quality recycled content for consumer packaging to domestic markets. When complete in 2023, the Polymer Center will accept from western states.

We appreciate your comments and suggestions as you review this document. Feel free to contact us with questions or to receive a digital copy of the Republic Services 2021 Sustainability Report.

Best Regards,

Julie Jackson

Bret Davis



Municipal Relations Manager  
Republic Services  
541-936-3314  
[ljackson6@republicservices.com](mailto:ljackson6@republicservices.com)

General Manager  
Republic Services  
541-286-3311  
[b.davis@republicservices.com](mailto:b.davis@republicservices.com)

**Millersburg**

CURRENT YEAR: 2021			Prior YEAR: 2020		
Month	2021 Receipts	Fee Paid	Month	2020 Receipts	Fee Paid
21-Jan	\$100,422	\$5,021	21-Jan	\$107,370	\$5,369
21-Feb	\$106,126	\$5,306	21-Feb	\$96,905	\$4,845
21-Mar	\$102,614	\$5,131	21-Mar	\$97,585	\$4,879
21-Apr	\$100,611	\$5,031	21-Apr	\$95,946	\$4,797
21-May	\$94,484	\$4,724	21-May	\$90,262	\$4,513
21-Jun	\$94,275	\$4,714	21-Jun	\$96,857	\$4,843
21-Jul	\$104,481	\$5,224	21-Jul	\$96,973	\$4,849
21-Aug	\$105,585	\$5,279	21-Aug	\$114,585	\$5,729
21-Sep	\$105,386	\$5,269	21-Sep	\$97,080	\$4,854
21-Oct	\$109,852	\$5,493	21-Oct	\$108,772	\$5,439
21-Nov	\$103,054	\$5,153	21-Nov	\$98,950	\$4,948
21-Dec	\$108,557	\$5,428	21-Dec	\$102,467	\$5,123
<b>TOTAL</b>	<b>\$1,235,445</b>	<b>\$61,772</b>	<b>TOTAL</b>	<b>\$1,203,752</b>	<b>\$60,188</b>

*Republic Services of Albany*  
*City of Millersburg*  
*Schedule of Direct Expenses*  
*For the Year Ended December 31, 2020 and 2021*

	<b>2020</b>	<b>2021</b>	<b>% Change</b>
<b><i>COST OF OPERATIONS</i></b>			
Labor	216,983	237,320	9%
Repairs and Maintenance	85,907	105,834	23%
Vehicle Operating Costs	44,715	61,621	38%
Facility	47,840	45,481	-5%
Insurance	23,693	32,454	37%
Disposal & Recycle Purchases	366,865	352,781	-4%
Franchise Fees	59,319	61,772	4%
OR Corp Activity Tax	7,067	7,343	4%
Other Operating Costs	14,057	11,896	-15%
Depreciation	41,760	51,418	23%
<b><i>TOTAL COST OF OPERATIONS</i></b>	<b>908,203</b>	<b>967,920</b>	<b>7%</b>
<b><i>Sales, General and Administrative</i></b>			
Salaries	31,363	65,080	108%
Rent and Office Expense	13,352	10,434	-22%
Travel and Entertainment	170	288	69%
Professional Fees	4,659	3,055	-34%
Bad Debt Expense	3,693	2,018	-45%
Management Services	54,998	45,654	-17%
Other Expenses	15,852	17,120	8%
<b><i>TOTAL SALES, GENERAL &amp; ADMINISTRATIVE</i></b>	<b>124,087</b>	<b>143,649</b>	<b>16%</b>

*Republic Services of Albany  
City of Millersburg  
Statement of Income  
For the Year Ended December 31, 2020 and 2021*

	<b>2020</b>	<b>2021</b>	<b>% Change</b>
<i>Revenue</i>	1,218,432	1,266,007	3.9%
<i>Cost of Operations</i>	908,203	967,920	6.6%
<i>Gross Profit</i>	310,229	298,087	-3.9%
<i>Sales, General and Administrative</i>	124,087	143,649	15.8%
<i>Operating Income</i>	186,141	154,439	-17.0%
<i>Provision for Income Taxes</i>	53,236	44,169	-17.0%
<i>Net Income</i>	132,905	110,269	-17.0%
<i>Net Income as a Percent of Sales</i>	10.9%	8.7%	

### Rate Comparison 2022/2023

Company	Republic Services	Republic Services	Republic Services	Republic Services	Waste Connections	Republic Services	Rogue Waste Systems	Republic Services	Republic Services	Brandt's Sanitary
City Served	<i>Current Millersburg</i>	<i>Proposed Millersburg</i>	<i>Albany</i>	<i>Tangent</i>	<i>Junction City</i>	<i>Ashland</i>	<i>Medford</i>	<i>Lebanon</i>	<i>Corvallis</i>	<i>Monmouth</i>
32 Gallon Cart	\$ 21.42	\$ 23.35	\$ 27.14	\$ 23.61	\$ 20.41	\$ 26.73	\$ 22.57	\$ 28.24	\$ 24.72	\$ 22.19
90 Gallon Cart	\$ 33.44	\$ 36.45	\$ 40.77	\$ 39.75	\$ 36.50	\$ 61.32	\$ 53.14	\$ 41.40	\$ 41.07	\$ 37.50
2 yd container emptied weekly	\$ 170.48	\$ 185.82	\$ 183.64	\$ 194.52	\$ 164.00	\$ 172.23	\$ 197.13	\$ 187.68	\$ 172.87	

**Republic Services**  
**Current and Proposed 9% Residential Services Rates for Millersburg**

Service	Current Monthly	Current Bi-Monthly	Proposed Monthly	Proposed Bi-Monthly	Proposed Monthly Total Increase	Proposed Bi-Monthly Total Increase
1 Can	\$ 25.61	\$ 51.22	\$ 27.91	\$ 55.83	\$ 2.30	\$ 4.61
Add can	\$ 18.78	\$ 37.56	\$ 20.47	\$ 40.94	\$ 1.69	\$ 3.38
20g cart	\$ 19.11	\$ 38.22	\$ 20.83	\$ 41.66	\$ 1.72	\$ 3.44
32g cart	\$ 21.42	\$ 42.84	\$ 23.35	\$ 46.70	\$ 1.93	\$ 3.86
64g cart Monthly	NA	NA	NA	NA	NA	NA
90g cart	\$ 33.44	\$ 66.88	\$ 36.45	\$ 72.90	\$ 3.01	\$ 6.02
On call 35G	\$ 14.89	NA	\$ 16.23	NA	\$ 1.34	NA
Up-drive	\$ 20.54	\$ 41.08	\$ 22.39	\$ 44.78	\$ 1.85	\$ 3.70
YC Only	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
CO Only	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
Extra YC	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
Extra CO	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
RC Only	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
Extra RC	\$ 9.11	\$ 18.22	\$ 9.93	\$ 19.86	\$ 0.82	\$ 1.64
Enclosure	\$ 27.31	\$ 54.62	\$ 29.77	\$ 59.54	\$ 2.46	\$ 4.92

**Misc**

Service	Current Rate	Proposed Rate	Proposed Total Increase
Return Trip (In Area-On Service Day)-RTN	\$ 29.75	\$ 32.43	\$ 2.68
EXC-Wash Cart	\$ 48.07	\$ 52.40	\$ 4.33
Residential Container Exchange (1x year @ no charge)	\$ 24.54	\$ 26.75	\$ 2.21
Residential Extra Pick Up - per hour	\$ 136.53	\$ 148.82	\$ 12.29
LLK-Locking Cart Set Up	\$ 31.31	\$ 34.13	\$ 2.82
Extra 32g can, extra bag, or overwe	\$ 10.90	\$ 11.88	\$ 0.98



## Republic Services

### Current and Proposed 9% Commercial Services Rates for Millersburg

Commercial (Manual) Service Rate															
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1.5 yd	\$ 166.34	\$ 181.31	\$ 14.97	\$ 315.66	\$ 344.07	\$ 28.41	\$ 465.07	\$ 506.93	\$ 41.86	\$ 614.15	\$ 669.42	\$ 55.27	\$ 763.32	\$ 832.02	\$ 68.70
2 yd	\$ 203.68	\$ 222.01	\$ 18.33	\$ 387.92	\$ 422.83	\$ 34.91	\$ 572.05	\$ 623.53	\$ 51.48	\$ 756.32	\$ 824.39	\$ 68.07	\$ 940.32	\$ 1,024.95	\$ 84.63
3 yd	\$ 259.93	\$ 283.32	\$ 23.39	\$ 495.16	\$ 539.72	\$ 44.56	\$ 739.79	\$ 806.37	\$ 66.58	\$ 967.48	\$ 1,054.55	\$ 87.07	\$ 1,207.74	\$ 1,316.44	\$ 108.70
4 yd	\$ 310.51	\$ 338.46	\$ 27.95	\$ 592.47	\$ 645.79	\$ 53.32	\$ 872.32	\$ 950.83	\$ 78.51	\$ 1,153.51	\$ 1,257.33	\$ 103.82	\$ 1,433.44	\$ 1,562.45	\$ 129.01
6 yd	\$ 361.55	\$ 394.09	\$ 32.54	\$ 692.64	\$ 754.98	\$ 62.34	\$ 1,017.48	\$ 1,109.05	\$ 91.57	\$ 1,345.19	\$ 1,466.26	\$ 121.07	\$ 1,672.10	\$ 1,822.59	\$ 150.49
7 yd	\$ 431.39	\$ 470.22	\$ 38.83	\$ 828.71	\$ 903.29	\$ 74.58	\$ 1,221.65	\$ 1,331.60	\$ 109.95	\$ 1,615.08	\$ 1,760.44	\$ 145.36	\$ 2,007.90	\$ 2,188.61	\$ 180.71
8 yd	\$ 523.08	\$ 570.16	\$ 47.08	\$ 999.19	\$ 1,089.12	\$ 89.93	\$ 1,466.53	\$ 1,598.52	\$ 131.99	\$ 1,933.63	\$ 2,107.66	\$ 174.03	\$ 2,391.80	\$ 2,607.06	\$ 215.26

Commercial Stab															
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1.5 yd	\$ 140.40	\$ 153.04	\$ 12.64	\$ 261.28	\$ 284.80	\$ 23.52	\$ 382.15	\$ 416.54	\$ 34.39	\$ 503.30	\$ 548.60	\$ 45.30	\$ 624.15	\$ 680.32	\$ 56.17
2 yd	\$ 170.48	\$ 185.82	\$ 15.34	\$ 319.53	\$ 348.29	\$ 28.76	\$ 454.58	\$ 495.49	\$ 40.91	\$ 617.64	\$ 673.23	\$ 55.59	\$ 766.71	\$ 835.71	\$ 69.00
3 yd	\$ 212.44	\$ 231.56	\$ 19.12	\$ 399.44	\$ 435.39	\$ 35.95	\$ 586.43	\$ 639.21	\$ 52.78	\$ 773.60	\$ 843.22	\$ 69.62	\$ 960.61	\$ 1,047.06	\$ 86.45
4 yd	\$ 253.14	\$ 275.92	\$ 22.78	\$ 478.12	\$ 521.15	\$ 43.03	\$ 702.96	\$ 766.23	\$ 63.27	\$ 928.03	\$ 1,011.55	\$ 83.52	\$ 1,152.88	\$ 1,256.64	\$ 103.76
6 yd	\$ 348.85	\$ 380.25	\$ 31.40	\$ 664.87	\$ 724.71	\$ 59.84	\$ 981.15	\$ 1,069.45	\$ 88.30	\$ 1,297.19	\$ 1,413.94	\$ 116.75	\$ 1,613.21	\$ 1,758.40	\$ 145.19
8 yd	\$ 425.88	\$ 464.21	\$ 38.33	\$ 811.32	\$ 884.34	\$ 73.02	\$ 1,184.44	\$ 1,291.04	\$ 106.60	\$ 1,582.15	\$ 1,724.54	\$ 142.39	\$ 2,005.39	\$ 2,185.88	\$ 180.49

Commercial Compactors																		
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week	Current EXT	Proposed EXT	Proposed Total Difference EXT
2 yd	\$ 407.37	\$ 444.03	\$ 36.66	\$ 775.84	\$ 845.67	\$ 69.83	\$ 1,144.09	\$ 1,247.06	\$ 102.97	\$ 1,512.62	\$ 1,648.76	\$ 136.14	\$ 1,880.63	\$ 2,049.89	\$ 169.26	\$ 112.74	\$ 122.89	\$ 10.15
3 yd	\$ 519.83	\$ 566.61	\$ 46.78	\$ 990.31	\$ 1,079.44	\$ 89.13	\$ 1,479.57	\$ 1,612.73	\$ 133.16	\$ 1,934.98	\$ 2,109.13	\$ 174.15	\$ 2,415.48	\$ 2,632.87	\$ 217.39	\$ 140.78	\$ 153.45	\$ 12.67
4 yd	\$ 621.04	\$ 676.93	\$ 55.89	\$ 1,184.97	\$ 1,291.62	\$ 106.65	\$ 1,744.61	\$ 1,901.62	\$ 157.01	\$ 2,307.00	\$ 2,514.63	\$ 207.63	\$ 2,866.91	\$ 3,124.93	\$ 258.02	\$ 176.87	\$ 192.79	\$ 15.92
5 yd	\$ 723.10	\$ 788.18	\$ 65.08	\$ 1,385.29	\$ 1,509.97	\$ 124.68	\$ 1,715.30	\$ 1,869.68	\$ 154.38	\$ 2,267.80	\$ 2,471.90	\$ 204.10	\$ 2,819.90	\$ 3,073.69	\$ 253.79			
6 yd	\$ 862.76	\$ 940.41	\$ 77.65	\$ 1,657.42	\$ 1,806.59	\$ 149.17	\$ 2,243.28	\$ 2,463.18	\$ 219.90	\$ 3,230.15	\$ 3,520.86	\$ 290.71	\$ 4,015.79	\$ 4,377.21	\$ 361.42	\$ 254.78	\$ 277.71	\$ 22.93
8 yd	\$ 1,046.15	\$ 1,140.30	\$ 94.15	\$ 1,998.39	\$ 2,178.25	\$ 179.86	\$ 2,933.04	\$ 3,197.01	\$ 263.97	\$ 3,867.24	\$ 4,215.29	\$ 348.05	\$ 4,783.63	\$ 5,214.16	\$ 430.53	\$ 328.17	\$ 357.71	\$ 29.54

Commercial On Call Containers/EXT Rates						
Size	Dump Fee	Proposed Dump Fee	Proposed Total Difference	Current Rent	Proposed Rent	Proposed Total Rent Difference
1.5 yd	\$ 46.99	\$ 51.22	\$ 4.23	\$ 34.70	\$ 37.82	\$ 3.12
2 yd	\$ 56.36	\$ 61.43	\$ 5.07	\$ 37.69	\$ 41.08	\$ 3.39
3 yd	\$ 70.40	\$ 76.74	\$ 6.34	\$ 40.71	\$ 44.37	\$ 3.66
4 yd	\$ 88.44	\$ 96.40	\$ 7.96	\$ 43.72	\$ 47.65	\$ 3.93
6 yd	\$ 127.38	\$ 138.84	\$ 11.46	\$ 46.85	\$ 51.07	\$ 4.22
8 yd	\$ 164.08	\$ 178.85	\$ 14.77	\$ 49.85	\$ 54.34	\$ 4.49

Commercial Food waste			
Service	Current Rate	Proposed Rate	Proposed Total Difference
90g Emptied Weekly	\$ 62.63	\$ 68.27	\$ 5.64
Each Extra Cart	\$ 63.63	\$ 69.36	\$ 5.73

Commercial Comingle Recycling			
Service	Current Rate	Proposed Rate	Proposed Total Difference
Commercial Recycling	\$ 2.00	2.18	\$ 0.18

Temporary Containers									
Size	Current Dump Fee	Proposed Dump Fee	Proposed Total Increase	Current Max Rent	Proposed Max Rent	Proposed Total Max Rent Increase	Current Daily Rate After 1 Week	Proposed Daily Rate After 1 Week	Proposed Total Daily Rate Increase
3 yd	\$ 99.70	\$ 108.67	\$ 8.97	\$ 40.71	\$ 44.37	\$ 3.66	\$ 4.14	\$ 4.51	\$ 0.37
300 Gallon YW	46.47	\$ 50.65	\$ 4.18	28.7	\$ 31.28	\$ 2.58			

Commercial Yard Debris			
Service	Current Rate	Proposed Rate	Proposed Total Difference
90g with Trash	\$ -	\$ -	\$ -
Extra Cart	\$ 9.10	\$ 9.92	\$ 0.82

# Republic Services

## Current and Proposed 9% Monthly Industrial Services Rates for Millersburg

**Industrial Rate Boxes**

Service	Current Rate	Proposed Rate	Proposed Total Increase
Prepayment 10-30 yd	\$ 350.00	\$ 381.50	\$ 31.50
Prepayment 40 yd	\$ 400.00	\$ 436.00	\$ 36.00
10 yd Haul	\$ 240.27	\$ 261.89	\$ 21.62
20 yd Haul	\$ 240.27	\$ 261.89	\$ 21.62
30 yd Haul	\$ 255.27	\$ 278.24	\$ 22.97
40 yd Haul	\$ 270.30	\$ 294.63	\$ 24.33
15 yd Compactor Haul	\$ 311.26	\$ 339.27	\$ 28.01
20 yd Compactor Haul	\$ 311.26	\$ 339.27	\$ 28.01
30 yd Compactor Haul	\$ 334.56	\$ 364.67	\$ 30.11
40 yd Compactor Haul	\$ 334.56	\$ 364.67	\$ 30.11
Asbestos Haul	\$ 124.92	\$ 136.16	\$ 11.24

**Security Box**

Service	Current Rate	Proposed Rate	Proposed Total Increase
Rent	\$ 120.00	\$ 130.80	\$ 10.80
Delivery Per Hour - 1hr Min	\$ 75.00	\$ 81.75	\$ 6.75
Compactor Cleaning	Per Hour		

**Supplemental Service and Miscellaneous Fees**

Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Industrial Delivery	\$ 51.86	\$ 56.53	\$ 4.67
Industrial Exchange	HOURLY		
Industrial Dry Run	\$ 51.86	\$ 56.53	\$ 4.67
Industrial Relocate	\$ 51.86	\$ 56.53	\$ 4.67
Industrial Removal	\$ 51.86	\$ 56.53	\$ 4.67

**Disposal Pass Through**

Service	Current Rate	Proposed Rate	Proposed Total Increase
Trash - Per Ton	\$ 52.50	\$ 57.23	\$ 4.73
YW/Wood - Per Ton	\$ 55.00	\$ 59.95	\$ 4.95
Environmental Fee Per Haul	\$ 18.00	\$ 19.62	\$ 1.62
SheetRock Disposal Per Ton	SAME AS TRASH		
Metal	None		
Concrete	\$ 87.50	\$ 95.38	\$ 7.88

**Rent**

<b>Service</b>	<b>Current Rate</b>	<b>Proposed Rate</b>	<b>Proposed Total Increase</b>
Temp Rent Per Day	Prorated Per Day		
Temp Industrial Rent Per Month	\$ 355.58	\$ 387.58	\$ 32.00
Perm Industrial Rent Per Month	\$ 132.40	\$ 144.32	\$ 11.92
Perm Industrial Rent Per Month 10yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 20yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 30yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 40yd RE (lidded)	\$ 161.07	\$ 175.57	\$ 14.50
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$ 192.53	\$ 209.86	\$ 17.33

**Supplemental Service and Miscellaneous Fees**

Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Commercial Delivery	\$ 30.00	\$ 32.70	\$ 2.70
Commercial Exchange-EXC	\$ 50.49	\$ 55.03	\$ 4.54
Commercial Dry Run-DRY	\$ 68.25	\$ 74.39	\$ 6.14
Commercial Extra Lift	See EXT Rates		
Commercial Extra Yardage	\$ 27.31	\$ 29.77	\$ 2.46
Commercial Relocate	\$ 136.53	\$ 148.82	\$ 12.29
Commercial Removal	NA	NA	NA
Container Over Weight (per 500lbs)	\$ 20.54	\$ 22.39	\$ 1.85
Container Off-Route Pick Up, In Area (30 minutes)	\$ 68.27	\$ 74.41	\$ 6.14
Container Off-Route Pick Up, Out of Area (60 minutes)	\$ 136.53	\$ 148.82	\$ 12.29
Lock and Key Locking	\$ 28.70	\$ 31.28	\$ 2.58
Container Set Up	\$ 68.37	\$ 74.52	\$ 6.15

**Special Pick Ups**

<b>Service</b>	<b>Current Rate</b>	<b>Proposed Rate</b>	<b>Proposed Total Increase</b>
Dead Large Animal	\$ 136.93	\$ 149.25	\$ 12.32
Furniture	\$ 37.89	\$ 41.30	\$ 3.41
Mattress or Boxspring	\$ 31.44	\$ 34.27	\$ 2.83
Christmas Tree (up to 8ft, no tinsel/flocking)	\$ 10.90	\$ 11.88	\$ 0.98
Appliance (no freon)	\$ 31.84	\$ 34.71	\$ 2.87
Appliance (with freon)	\$ 42.97	\$ 46.84	\$ 3.87
Car Tires (no rim)	\$ 16.40	\$ 17.88	\$ 1.48
Car Tires (with rim)	\$ 24.54	\$ 26.75	\$ 2.21
Truck Tires (no rim)	\$ 35.46	\$ 38.65	\$ 3.19
Truck Tires (with rim)	\$ 50.49	\$ 55.03	\$ 4.54

**Other Service Fees**

<b>Service</b>	<b>Current Rate</b>
Residential Delivery	\$ 30.00
Late Fee	1.5% (\$5 min charge)
Returned Check Fee	\$ 25.00
Service Interrupt Fee	\$ 30.00
Account Origination Fee	\$ 10.00
Commercial Container Recovery Fee	\$ 480.00
Industrial Container Recovery Fee	\$ 4,000.00
Bin Replacement	\$ 15.00
32/35g Cart Recovery/Replacement	\$ 75.00
90g, Yc Cart Recovery/Replacement	\$ 75.00
Monthly Recycle Processing Surcharge	\$ 2.00
Contimination fee (Recycle and Yard Waste Carts)	\$ 15.00



Sustainability in Action

To: Kevin Kreitman  
From: Julie Jackson  
CC: Bret Davis  
Date: October 19, 2022  
Re: Supplementary Report

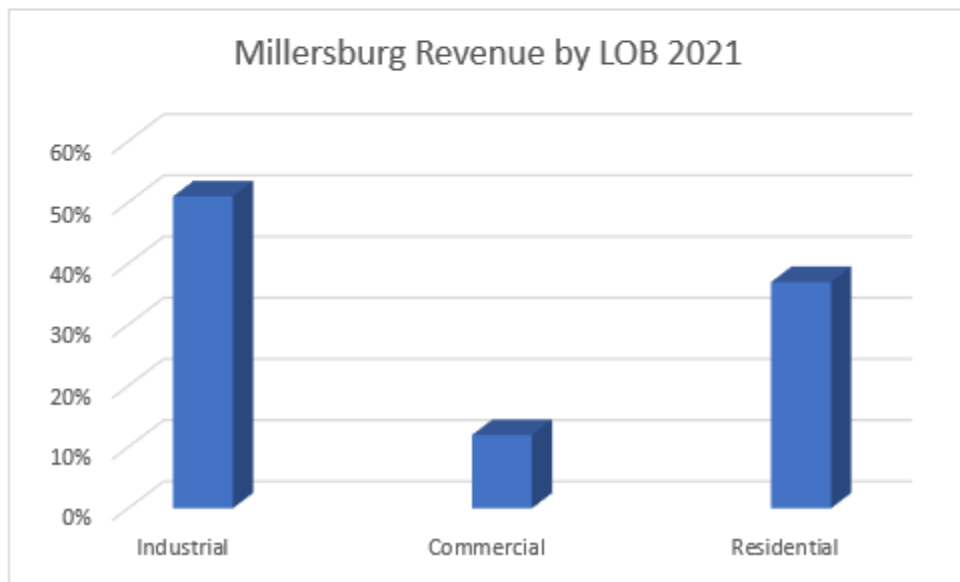
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Kevin, please find additional information including revenue by line of business and on-going customer service issues and what is being done.

Julie



Millersburg Revenue by Line of Business 2021		
Industrial	51%	\$642,892.00
Commercial	12%	\$154,712.00
Residential	37%	\$468,402.00
<b>TOTAL REVENUE</b>		<b>\$1,266,007.00</b>



## Customer Service 2022

The City of Millersburg has requested information to improve customer service calls handled by the Republic Services Call Center. Customer Service As a result, we would like to break down what we believe the issues to be and how we intend to resolve them.

Issue:

1. Millersburg customers report long wait times, incorrect information and lack of resolution when they call the Republic Services Customer Service.
  - a. Understaffed Customer Service Department
  - b. Untrained staff.
  - c. Lack of knowledge specific to Millersburg

What Republic Services is doing to create a great customer service experience:

1. In March 2020, Republic Services had to quickly mobilize to a remote work environment in response to the Covid-19 Pandemic. Customer Service Representatives overwhelmingly expressed a desire to continue working remotely as we began to emerge from Covid-19.
2. As a result of many changes in the work environment and what seems to be a shift in thinking out work life, many potential employees are not seeking work, making it difficult to fully staff customer service. This is true for the workplace in general, not just Republic Services.
3. We believe that finding and retaining great employees is the first step to creating a positive customer service experience. To that end, below are the steps we have and continue to take:
  - a. Increased wages to start at about \$20 per hour and work with employees to set up their remote work space.
  - b. Added some part-time positions, something we have not done in the past to appeal to a broader group of potential employees.
  - c. Created a NW/Oregon Pod of employees who respond first to all calls going to Oregon prefixes. This Pod is currently about 70% full and these employees have a good record for call resolution. Longer than normal hold times are attributed to a shortage of agents. We are currently working to hire more representative and believe this will decrease hold times.
  - d. Bi-monthly meetings with call center managers to hire and train locally.
4. Our plan is to hire to be fully staffed and train locally, with check-ins with the City to measure progress.



# Awards and Rankings



Member of  
**Dow Jones  
Sustainability Indices**  
Powered by the S&P Global CSA



Sustainability Yearbook  
Member 2021  
**S&P Global**



**RESOLUTION NO. 2022-14**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, APPROVING  
A RATE INCREASE FOR 2022 FOR REPUBLIC SERVICES**

**WHEREAS**, the City of Millersburg contracts, via a Franchise Agreement, with Republic Services to provide necessary disposal services to industries, residences, commercial sites, and others within the City of Millersburg; and,

**WHEREAS** the City acknowledges that costs of these provided services increase with time; and,

**WHEREAS**, the City has given due consideration to ORS 459A.085; and,

**WHEREAS**, Republic Services has requested an increase for January 1, 2022, of 9%, or an average of \$1.37 per residential account per month, based on the Consumer Price Index, fuel pricing, and disposal costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG AS FOLLOWS:**

The City of Millersburg approves the rate increase for Republic Services for January 1, 2023, of 5.9%, or an average of \$3.01 per residential account per month for a 90 gallon container.

**Effective Date.** This resolution shall be effective upon its approval and adoption.

**Duly passed** by the City Council this 8<sup>th</sup> day of November 2022.

---

Scott Cowan, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Sheena Dickerman  
City Recorder



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: October 17, 2022, for the November 8, 2022, City Council Meeting  
SUBJECT: New Municipal Code language for Emergency Management

Action Requested: Approval of proposed Emergency Management language for inclusion in the City of Millersburg Municipal Code.

Discussion: The attached language regarding Emergency Management provides provisions and authorities which may become necessary to enact during an emergency impacting the City. The language further identifies roles and responsibilities, which will also be addressed in the City of Millersburg Continuity of Operations Plan (COOP).

The City does not currently have clear authority to address an identified Emergency under the provisions of ORS 401- Emergency Management and Services. This ordinance will define an emergency and provide a framework for emergency powers and duties allowed.

Budget Impact: None

Recommendation: Adoption of Ordinance 200-22 and the attached Emergency Management language and declaring an emergency.

Attachment(s):  
Ordinance 200-22 Emergency Management

**ORDINANCE NO. 200-22**

**AN ORDINANCE ESTABLISHING AND ADOPTING AN EMERGENCY  
MANAGEMENT PROGRAM FOR THE CITY OF MILLERSBURG**

**WHEREAS**, Oregon Revised Statutes (ORS) Chapter 401 provides:

- (1) The general purpose of this chapter is to reduce the vulnerability of the State of Oregon to loss of life, injury to persons or property and human suffering and financial loss resulting from emergencies, and to provide for recovery and relief assistance for the victims of emergencies; and,*
- (2) It is declared to be the policy and intent of the Legislative Assembly that preparations for emergencies and governmental responsibility for responding to emergencies be placed at the local level. The state shall prepare for emergencies, but shall not assume authority or responsibility for responding to an emergency unless the appropriate response is beyond the capability of the city and county in which the emergency occurs, the city or county fails to act, or the emergency involves two or more counties for the establishment, management, and procedures for emergency management; and,*

**WHEREAS**, the attached proposed Millersburg Municipal Code Chapter 2.32 Emergency Management establishes an Emergency Management program with related guidelines and procedures and proscribed in ORS Chapter 401; and,

**WHEREAS**, it is in the best interest for the health and safety of Millersburg citizens and the City to establish an Emergency Management program and adopt appropriate related guidelines and procedures as proscribed in ORS Chapter 401;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO  
ORDAIN AS FOLLOWS:**

In compliance with ORS 401, the City establishes and adopts an Emergency Management program by adopting the attached Millersburg Municipal Code Chapter 2.32.

**APPROVED AND ADOPTED BY THE MILLERSBURG CITY COUNCIL THIS  
8<sup>TH</sup> DAY OF NOVEMBER, 2022.**

---

Scott Cowan,  
Mayor

ATTEST:

---

Sheena Dickerman,  
City Recorder

## Chapter 2.32 EMERGENCY MANAGEMENT

Sections:

2.32.010 Purposes.

2.32.020 Emergency defined.

2.32.030 Emergency Program Manager.

2.32.040 Powers and duties of the Emergency Program Manager.

2.32.050 Emergency Operations Planning Team.

2.32.060 Powers and duties of the Emergency Operations Planning Team.

2.32.070 Emergency organization – Composition.

2.32.080 Expenditures.

2.32.090 Violations – Penalties.

### **2.32.010 Purposes.**

The declared purposes of this chapter are to:

- (1) Provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency; the direction of the emergency management organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations and affected private persons;
- (2) Comply with federal directives requiring the use of the National Incident Management System (NIMS) including Incident Command System (ICS) on all emergencies within our jurisdiction and in all responses outside our jurisdiction on mutual-aid;
- (3) Implement the provisions of ORS Chapter 401.

### **2.32.020 Emergency defined.**

As used in this chapter, “emergency” means any manmade or natural event or circumstance causing or threatening loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.695, contamination, utility or transportation emergencies, disease, blight, infestation, crisis influx of migrants unmanageable by the county, civil disturbance, riot, sabotage, and war.

### **2.32.030 Emergency Program Manager.**

The City Manager is designated as the City of Millersburg Emergency Program Manager.

(1) The Emergency Program Manager may appoint an Emergency Management Coordinator to serve as his/her deputy and to coordinate the preparation of the Emergency Management Plan and operation of the City Emergency Operations Center.

(2) The City Emergency Program Manager shall be responsible for the coordination with Linn County’s Emergency Plan and development of the City of Millersburg Continuity of Operations Plan which shall provide for the effective mobilization of all City resources, both public and private, to meet any condition constituting a local emergency, and shall provide for the organization, powers and duties, services and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.

### **2.32.040 Powers and duties of the Emergency Program Manager.**

The Emergency Program Manager is empowered to:

(1) Request the City Council to proclaim the existence or threatened existence of a “local emergency” or to issue such proclamation if the City Council is not reasonably available. Whenever a local emergency is proclaimed by the Emergency Program Manager the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect.

(2) Request the activation of the Linn County Emergency Operations Plan, and in coordination with the county, to proclaim a “state of emergency” when, in the opinion of the Emergency Program Manager, the locally available resources are inadequate to cope with the emergency.

(3) Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this Act.

(4) Direct cooperation between and coordination of services and staff of the emergency organization of this City and resolve questions of authority and responsibility that may arise between them.

(5) Represent this City in all dealings with the public or private agencies on matters pertaining to emergencies as defined in this Act.

(6) In the event of the proclamation of a “local emergency” as provided in this section, the proclamation of a “state of emergency” by the Governor or the existence of a “state of war emergency,” the Emergency Program Manager is empowered, to the extent lawfully permissible:

(a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;

(b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use;

(c) To require emergency services of any City officer or employee and, in the event of the proclamation of a “state of emergency” in Linn county or the existence of a “state of war emergency”, to command the aid of as many citizens of this community as he/she deems necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency service workers;

(d) To requisition necessary personnel or material of any City department or agency; and

(e) To execute all ordinary power as City Manager, all special powers conferred upon him/her by this Act or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon him/her by ORS Chapter 401, by any agreement approved by the City Council, and by any other lawful authority.

### **2.32.050 Emergency Operations Planning Team.**

The Emergency Operations Planning Team is created and shall consist of at least three representatives as designated by the City Emergency Program Manager.

### **2.32.060 Powers and duties of the Emergency Operations Planning Team.**

The Emergency Operations Planning Team shall, under the supervision of the Emergency Program Manager, develop emergency plans and manage the emergency programs of this City, and shall have such other powers and duties as may be assigned by the Emergency Program Manager.

### **2.32.070 Emergency organization – Composition.**

All officers and employees of this City together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations and persons who may, by agreement or operation of law, including persons impressed into service under the provisions of MMC 2.32.040(6)(c), charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City.

### **2.32.080 Expenditures.**

Any expenditures made in connection with emergency activities, including mutual-aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

### **2.32.090 Violations – Penalties.**

It shall be a misdemeanor, punishable under the general penalty section provided in MMC 1.20.010, for any person, during an emergency to:

(1) Willfully obstruct, hinder, or delay any member of an emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this Act, or in the performance of any duty imposed upon him/her by virtue of this Act.

(2) Do any act forbidden by any lawful rule or regulation issued pursuant to this Act, if the act is of such nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives and property of inhabitants of this City, or to prevent, hinder, or delay the defense or protection thereof.



TO: Millersburg City Council

FROM: Kevin Kreitman, City Manager

DATE: October 17, 2022, for the November 8, 2022, City Council Meeting

SUBJECT: Intergovernmental Agreement with State of Oregon through the Department of Land Conservation and Develop (DLCD) for the update of the Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP).

Action Requested: Approval of the attached Intergovernmental Agreement (IGA) with Department of Land Conservation and Development (DLCD) for the update of the Linn County Multi-Jurisdictional Natural Hazard Mitigation Plan.

Discussion:

Millersburg is unique in that we enjoy a significant relationship with the City of Albany, with joint ownership of our water and wastewater treatment facilities, which Albany operates. The City has direct ownership of our distribution and collection systems, and we contract for maintenance and operation of these systems with the City of Albany. We also receive emergency response services from the Albany Fire Department under contract.

Due to the City's collaboration with the City of Albany for the above services, the City does not maintain the personnel or resources with which to operate an Emergency Operating Center (EOC) on our own during a major emergency. Given this fact, the City has elected not to maintain our own Emergency Operations Plan (EOP), and has elected to remain the under Linn County EOP.

Given our working relationship with the City of Albany, Millersburg has elected to develop a Continuity of Operations Plan COOP, that provides direction on how the City operates during an emergency. The plan contains elements one might see in an Emergency Operations Plan but identifies the types of situations that may require a request to Linn County for activation of the County EOP for support. As a part of the County EOP we are also requesting to become a part of the Linn County Multi-Jurisdictional NHMP. At the time Linn County drafted this plan in 2017, the City elected not to participate as a listed member in the County Multi-Jurisdictional NHMP. Subsequently, when we became aware of this fact, we expressed our desire to be added to the update of the Linn County Plan.

This is important to ensure that in event of a major emergency, which could result in a Federal Emergency Declaration, there is no question the City has met the requirements of the Federal Stafford Act. This includes the requirement that we have an approved Natural Hazards Mitigation Plan in place, to ensure our eligibility to receive full funding resources, which may be available during a Disaster Declaration.

As a listed participant in the County Multi-Jurisdictional Natural Hazard Mitigation Plan, the City may also be eligible for project funding resources, to mitigate identified hazards that may exist within our community.

Budget Impact:



None.

Recommendation:

It is requested that Council approve the attached IGA for the update of Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan and authorize the City Manager to sign the agreement.

Attachment(s):

- IGA with the State of Oregon through the Department of Land Conservation and Development for the update of the Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP).

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Millersburg (“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 September 26, 2024, 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.

The Linn County Multi-Jurisdictional NHMP (MJNHMP) will expire on May 23, 2023. DLCD has received a Hazard Mitigation Grant Program grant (HMGP-PF-FM-5327) to assist the CITY with updating the Linn County MJNHMP. The grant’s Period of Performance, established by FEMA, ends September 26, 2024. The project’s targeted completion date is shown on Exhibit A, Scope of Work. While DLCD and the CITY will make every effort to maintain this schedule, it is understood that target dates are subject to change.

### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated Linn County MJNHMP adopted by the 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 their 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 a Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their jurisdictions or organizations for this Project. 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 and CITY Project Lead 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 CITY to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The CITY shall commit to providing and documenting cash, in-kind, or a combination of both as its 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:**

Pamela Reber, Natural Hazards Planner  
Oregon Department of Land Conservation and Development  
635 Capitol St. NE, Suite 150  
Salem, OR 97301  
(971) 304-5505  
[pamela.reber@dlcd.oregon.gov](mailto:pamela.reber@dlcd.oregon.gov)

### **CITY OF MILLERSBURG's Project Contact is:**

Matt Straite, Community Development Director  
City of Millersburg  
4222 NE Old Salem Road  
Albany OR 97321  
(458) 233-6306  
[mstraite@cityofmillersburg.org](mailto:mstraite@cityofmillersburg.org)

## **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 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 CITY 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 CITY 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 DISTRICT 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.

**Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

DLCD IGA #21067-2-011

Page 9

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

CITY OF MILLERSBURG

APPROVED AS TO FORM:

---

Kevin Kreitman, City Manager

---

Name & Title

---

Date

---

Date

DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT

---

Dr. Brenda G. Bateman, Director

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Date

## Exhibit A

### Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for:

Linn County and the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo

### Scope of Work

#### PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Linn County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Linn County (COUNTY); the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo (CITIES); each a "JURISDICTION" and collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for special districts who have not participated previously.

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 Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This 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.

#### 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 Linn 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: May 2022

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: May 2022

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: May 2022

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 .
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP's strengths and opportunities for improvement and recommend a strategy for addressing them.
- D. Determine the scope of the update.
- E. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- F. 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.
- G. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, Tribes, and other interested parties to participate in the planning process.
- H. 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, departments or organizations for the purposes of this project;**
- I. Draft a list of stakeholders, technical advisors, and other interested parties.
  - a. The list must include at a minimum representatives of the following sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure (including transportation and other community lifelines); and (g) Natural and Cultural Resources.
    - i. Community lifelines include: (a) Safety and Security; (b) Food, Water, and Shelter; (c) Health and Medical; (d) Energy; (e) Communications; (f) Transportation; and (g) Hazardous Material.
  - b. Local dam owners and/or the Oregon Dam Safety Program.
  - c. Representatives of each of the following must be invited to participate in the planning process: (a) Local and regional agencies involved in hazard mitigation activities; (b) Agencies that have the authority to regulate development; (c) Neighboring communities; (d) Representatives of businesses, academia, and other private organizations; (e) Representatives of non-profit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others.

Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation. Identify and employ methods to overcome barriers and support meaningful engagement for all.

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- J. Prepare a draft Public Engagement Program for SC discussion and finalization.
- K. 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
<b>Steering and Technical Advisory Committee Meetings</b>				
• 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
• 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
<b>Public Engagement Program</b>				
• 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
<b>Plan Development</b>				
• 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
• Provide assessor data.		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			

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
<b>Administrative Functions</b>				
• 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. DLCDC 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 jurisdiction’s home page.		X	X	X
• 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 DLCDC.	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: June – August 2022

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, Tribes, and other interested parties to participate and appoint SC members and alternates. **Members will serve as their jurisdictions', tribe's, or organization's 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 Linn County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Linn County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

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

Target Date: June – August 2022

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to finalize preparations for updating the MJNHMP 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: June – August 2022

- 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: June – August 2022

PHASE 2: UPDATE THE LINN COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

The purpose of Phase 2 is to update the current Linn County MJNHMP 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, to the extent data is available:

- A. 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 MJNHMP, and any additional natural hazards added during this MJNHMP update. High Hazard Potential Dams (HHPDs) must be included and treated as a natural hazard. Information shared by the Oregon Dam Safety Program and/or local dam

owners must be described. If there is no risk to any JURISDICTION from HHPDs, as statement explaining the lack of risk must be included.

- B. Identify previous occurrences of each hazard with an emphasis on significant events. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.
- C. Assess probability of future occurrence of each hazard, including the effects of future conditions, including climate change, on the type, location and range of anticipated intensities of identified hazards.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, and development trends.
- E. Describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased vulnerability since approval of the previous plan. "Changes in development" means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions, or shifts in the needs of underserved communities or gaps in social equity. It may also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.
- F. Identify estimated numbers and types of NFIP-insured structures that have sustained repetitive flood damages.
- G. Assess and describe the potential impacts on the JURISDICTIONS and identified assets including the effects of climate change, changes in population patterns, and changes in land use and development. Assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- H. Assess vulnerability to each hazard. Describe the current and future assets (people, structures, systems, natural resources, cultural resources, historic resources, and activities that have value to the community), and others defined by the JURISDICTIONS within identified hazard-prone locations that are at risk from the impacts of the identified hazards.
- I. 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. Estimated numbers and types of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and severe repetitive losses. If necessary, provide Routine Use Letter (Use O) to FEMA Region X to obtain additional information. |

2. Coordinate and conduct group or individual meetings with cities, special districts, or tribes, if needed.

Target Date: September 2022 – December 2023

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

Target Dates: September 2022 – December 2023

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

Target Dates: January 2023 – February 2023

#### 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): March 2023 – April 2023

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

Target Date: April 2023 – May 2023

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

Target Date: May 2023 – December 2023

#### 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 consistent with the hazards identified in the risk assessment that explain what is to be achieved by implementing the mitigation strategy.
- B. Assess each jurisdiction’s mitigation capabilities. This must include a discussion of the existing building codes and land use and development ordinances or regulations and a description of the jurisdictions’ abilities to expand on and improve their capabilities. The capability assessment provides a rationale for which mitigation projects can be undertaken.
- C. Describe and include required evidence of each JURISDICTION’S participation in the NFIP and continued compliance with its requirements. Discuss CRS activities and issues raised during community assistance and monitoring activities.
- D. Document status (complete, ongoing, no longer relevant, included in updated plan) of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Analyze a comprehensive range of potential mitigation actions that specifically address the vulnerabilities and impacts identified in the risk assessment. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure. Consider mitigation actions that benefit underserved communities and socially vulnerable populations. Mitigation actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy (responsible party, potential funding sources, expected time frames) for each mitigation action.

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: February 2023

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

Target Dates: February – June 2023

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

Target Dates: June 2023

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 (tracking mitigation actions), evaluating (assessing effectiveness of achieving the stated purpose), and updating (reviewing and revising the plan) the mitigation plan within a five-year cycle. Identify how, when, and by whom the plan will be monitored, evaluated, and updated.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.
- C. Describe the JURISDICTIONS' processes for integrating the plan's data information and hazard mitigation goals and actions into other planning mechanisms. Identify the planning mechanisms in accordance with the capability assessment.
- D. When updating the plan, explain how the JURISDICTIONS have integrated information from the MJNHMP into other planning mechanisms.
- E. Describe how the plan was revised due to changes in priorities.

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): July -August 2023 (initial) February 2024 (second)

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): September – October 2023

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

Target Date: October – November 2023

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: April 2024

#### 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 and how they participated, how the public was involved, and the opportunity for all entities listed in Task 4, Item I to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval and how public feedback was included throughout the planning process.
- C. Describe how plans, studies, reports, technical data and information were incorporated (referenced or included). NFIP regulatory flood mapping products must be 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): May 2022 – July 2024

#### 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): October 2023 - April 2024

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: July 2024

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 Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This 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 Linn County MJNHMP to the Oregon 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:	August 2024
	Required Changes Completed:	October 2024
	FEMA Review Completed:	December 2024
	APA Received:	January 2025

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Linn 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 Linn County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	February 2025
	DLCD Submit Evidence to OEM:	February 2025
	FEMA Final Approval Received:	March 2025
	Final Distribution:	March 2025



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### BUDGET

No funds will be exchanged. DLCD will use HMGP-PF-FM- 5327 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

### COST SHARE

HMGP 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 will provide an estimated cost share of \$35,000, per the December 2021 email from Robert Wheeldon, former Linn County Planning & Building Department Director.