



Scio Senior Center Meeting  
Scio City Hall – 38957 NW 1<sup>st</sup> Ave., Scio, Oregon



AGENDA

February 12, 2024 (6:00 PM)

**CALL TO ORDER \*\*\*\* FLAG SALUTE \*\*\*\* ROLL CALL**

**CONSENT AGENDA:** *The following items(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a councilor requests. In this case, the item(s) will be removed from the Consent Agenda and considered separately.*

- Approval of January 22, 2024, City Council Minutes
- Approval of January 2024 Statement of Revenues & Expenditures
- Approval of January 2024 Payment Journal
- Approval of November 14, 2023, Library Advisory Committee Minutes

**CORRESPONDENCE:**

**PRESENTATIONS:**

- Linn County Sheriff's Report – Presented by: Linn Co. Deputy
- Scio Library Report – LaVonne Murray, Scio Librarian
- Parks & Tree Committee Member Request – Cathy Martin, Administrative Assistant

**PUBLIC COMMENT(S):** An opportunity for citizens to comment on items of city business.

**REGULAR SESSION:**

- 1) Resolution No. 24-03, Resolution No. 24-03 Correction Resolution No. 24-02  
Presented by: Ginger Allen, Scio City Manager  
Action: Vote to Approve or Deny Resolution No. 24-03
- 1) Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan – IGA  
Presented by: Ginger Allen, Scio City Manager  
Action: Vote to Approve or Deny IGA
- 2) Pacific Power Franchise Fee Agreement  
Presented by: Tre Kennedy, Scio City Attorney  
Action: Vote to Approve or Deny Franchise Agreement
- 3) Nuisance Ordinance  
Presented by: Tre Kennedy, Scio City Attorney  
Action: Vote to Approve or Deny Nuisance Ordinance

**CITY MANAGERS REPORT**

## **CITY ATTORNEY REPORT**

## **ITEMS FROM COUNCIL**

## **ADJOURNMENT:**

### **CITY HALL HOLIDAY CLOSURES**

Monday, February 19, 2024      President's Day Observed

### **EFFECTIVE IMMEDIATELY – ALL SCIO CITY COUNCIL MEETINGS WILL BE HELD IN PERSON**

As per **ORS 192.670 Meetings by means of telephone or electronic communication**, the City of Scio will use Zoom as a virtual means of access and attendance to "All Scio Public Meetings".

*\*\* Any person wishing to attend via virtual means may do so by contacting city staff at 503-394-3342 or emailing [cathy@sciooregon.gov](mailto:cathy@sciooregon.gov), [ginger@sciooregon.gov](mailto:ginger@sciooregon.gov) or [lavonne@sciooregon.gov](mailto:lavonne@sciooregon.gov) on or before 2:00 p.m. on the day of the public meeting. Once your request is submitted you will be instructed as to how to virtually join the meeting\*\*.*

# **Consent Agenda**

**City of Scio  
City Council Minutes  
January 22, 2024**

**LOCATION:** SCIO CITY COUNCIL CHAMBER, 38957 NW 1<sup>ST</sup> AVENUE, SCIO  
Public was allowed to attend in person or via Zoom.

**Time Start:** 6:00 P.M.

**Time End:** 6:22 P.M.

**CALL TO ORDER**

The meeting was called to order at 6:00 pm by Mayor Debbie Nuber. Everyone stood for the Pledge of Allegiance. Roll call was taken by Cathy Martin, Administrative Assistant.

**COUNCIL MEETING ATTENDANCE LOG**

<b>COUNCIL</b>	<b>SCIO STAFF</b>
Mayor Debbie Nuber	Ginger Allen, City Manager
Councilor Karen Eckhart	Cathy Martin, Administrative Assistant
Councilor Joey Ferguson – 6:03 pm arrival	Tre' Kennedy, City Attorney
Councilor Tom Gray	
Councilor Tom Meyer	
Councilor Dennis Shaffer	
Councilor Luke Zedwick	

**AUDIENCE MEMBERS IN ATTENDANCE**

Dustin Blumenstein	May Garland

<b>AGENDA</b>	<b>ACTIONS</b>
<b><u>CONSENT AGENDA</u></b> <ul style="list-style-type: none"><li>January 8, 2024 Council Minutes</li></ul>	Motion from Councilor Eckhart seconded by Councilor Shaffer to approve the Consent Agenda as presented.  <b>Motion passed 5 yeas / 0 nays</b>
<b><u>CORRESPONDENCE</u></b> <ul style="list-style-type: none"><li>Flyer – Friends of Library</li></ul>	Friends of Library speaker presentation on February 1 <sup>st</sup> .
<b><u>PRESENTATIONS</u></b> <ul style="list-style-type: none"><li>a. None</li></ul>	
<b><u>PUBLIC COMMENTS</u></b> <ul style="list-style-type: none"><li>a. none</li></ul>	
<b><u>REGULAR SESSION</u></b>  <b>Resolution No. 24-01 – Unanticipated Revenue – Umpqua Bank</b> Presented by – Ginger Allen, City Manager	Ms. Allen stated that Resolution No. 24-01 – A Resolution Appropriating Unanticipated Revenue to the General Fund of the City of Scio resolution allows for the adoption

<p>a. Council Discussion</p> <p>b. Council Decision</p> <p><b>Resolution No. 24-02 – Unanticipated Revenue – Oregon State Library</b> Staff report – Ginger Allen, City Manager</p> <p>c. Council Discussion</p> <p>d. Council Decision</p>	<p>of a \$1,000 grant received from Umpqua Bank. The grant was for the purchase of Christmas Lights for the Main Street Bridge. none</p> <p>Motion from Councilor Eckhart seconded by Councilor Gray to approve Resolution No. 24-01 – A Resolution Appropriating Unanticipated Revenue to the General Fund of the City of Scio, read by title only.</p> <p><b>Motion passed 6 years / 0 nays</b></p> <p>Ms. Allen stated that Resolution No. 24-02 – A Resolution Appropriating Unanticipated Revenue to the General Fund of the City of Scio, allows for the adoption of a \$1,000 grant received from the Oregon State Library. The grant is for the 2024 Ready to Read Program and program funds will be used for the 2024 Summer Reading Program.</p> <p>None</p> <p>Motion from Councilor Eckhart seconded by Councilor Gray to approve Resolution No. 24-02 – A Resolution Appropriating Unanticipated Revenue to the General Fund of the City of Scio.</p> <p><b>Motion passed 6 years / 0 nays</b></p>
<p><b>Public Restroom – Request Letter to Award Bid</b> Staff Report – Ginger Allen, Scio City Manager</p> <p>a. Council Discussion</p> <p>b. Council Decision</p>	<p>Ms. Allen stated that the city received three bids for the Public Restroom Project. City Engineer, Ryan Quigley, is recommending that the bid be awarded to RJ Armstrong and Associates Construction Inc. They had the lowest bid at \$108,413 – this will complete the project. Once the site development is done, then the restroom can be set.</p> <p>Dustin Blumenstein, NE Ash Street, asked what the timeframe was on completion.</p> <p>Allen stated that is has to be completed by May 15th.</p> <p>Kennedy asked what the Engineer’s Estimate was for the construction.</p> <p>Allen \$97K</p> <p>Motion from Councilor Shaffer seconded by Councilor Eckhart to award the bid for the Public Restroom Site</p>

	<p>Development to RJ Armstrong and Associates Construction, Inc. for \$108,413.</p> <p><b>Motion passed 6 yeas / 0 nays</b></p>
<p><b>Public Restroom – Acceptance of Project Cost</b> Staff Report – Ginger Allen, Scio City Manager</p> <p>a. Council Discussion</p>	<p>Ms. Allen presented a cost update on the Public Restroom Project. Ms. Allen asked for a consent vote to continue the project. Allen stated that the deadline for the grant is May 16</p> <p>Ms. Allen reviewed the memo with the council and felt it was important for the Council to know about the overall project costs.</p> <p>Zedwick asked if there was one area that increased in the cost.</p> <p>Allen stated that the city had to change locations of the restroom site. In doing so, the time lapse and the costs of materials and supplies have continued to increase. Thus, the cost of the over-all project has grown.</p>
<p><b><u>COMMUNICATIONS FROM CITY STAFF</u></b></p> <p>a. City Manager’s Report</p> <p>b. City Attorney’s Report</p>	<p>None</p> <p>Reported that the Supreme Court is going to hear the Grants Pass case on homeless.</p> <p>District Court challenge to the City of Medford, time, place and manor restrictions, ruled in favor of the city. This is a positive ruling for cities.</p> <p>Updated nuisance code and abandoned vehicle code at the next meeting.</p>
<p><b><u>ITEMS FROM THE COUNCIL</u></b></p> <p>a. Mayor Nuber</p>	<p>Fire Board Meeting January 23, 2024.</p>

Meeting adjourned at 6:22 pm

## Statement of Revenue and Expenditures

Acct	Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Tax Receipts</b>					
4120 Property Taxes	1,859.47	279,003.75	290,000.00	10,996.25	96.2%
4211 Cigarette Tax	48.77	456.87	780.00	323.13	58.6%
4212 Liquor Control Taxes	1,466.32	10,844.49	18,000.00	7,155.51	60.2%
4213 Marijuana Tax	334.88	981.26	1,200.00	218.74	81.8%
<b>Total Tax Receipts</b>	<b>\$3,709.44</b>	<b>\$291,286.37</b>	<b>\$309,980.00</b>	<b>\$18,693.63</b>	
<b>Government Receipts</b>					
4240 Intergovernmental	0.00	5,394.76	11,000.00	5,605.24	49.0%
<b>Total Government Receipts</b>	<b>\$0.00</b>	<b>\$5,394.76</b>	<b>\$11,000.00</b>	<b>\$5,605.24</b>	
<b>Franchise Fees</b>					
4251 Franchise - Northwest Nat	0.00	0.00	3,500.00	3,500.00	0.0%
4252 Franchise - Pacific Power	1,321.48	7,489.94	12,000.00	4,510.06	62.4%
4253 Franchise - Republic	887.66	2,742.43	3,600.00	857.57	76.2%
4255 Franchise - SMTA	56.90	402.94	500.00	97.06	80.6%
<b>Total Franchise Fees</b>	<b>\$2,266.04</b>	<b>\$10,635.31</b>	<b>\$19,600.00</b>	<b>\$8,964.69</b>	
<b>Fees &amp; Permits</b>					
4271 Planning Fees	0.00	1,000.00	4,000.00	3,000.00	25.0%
4272 Building Permits	0.00	604.73	2,500.00	1,895.27	24.2%
<b>Total Fees &amp; Permits</b>	<b>\$0.00</b>	<b>\$1,604.73</b>	<b>\$6,500.00</b>	<b>\$4,895.27</b>	
<b>Fines and Forfeitures</b>					
4290 Fines and Forfeitures	229.50	547.63	500.00	(47.63)	109.5%
<b>Total Fines and Forfeitures</b>	<b>\$229.50</b>	<b>\$547.63</b>	<b>\$500.00</b>	<b>(\$47.63)</b>	
<b>Other Revenue</b>					
4110 Investment Earnings	0.00	8,230.60	12,000.00	3,769.40	68.6%
4260 Library Income	0.00	0.00	9,000.00	9,000.00	0.0%
4261 Library Fees	449.50	2,503.34	4,000.00	1,496.66	62.6%
4262 Library Donations	0.00	2,155.00	2,150.00	(5.00)	100.2%
4263 Library Grants	1,000.00	1,000.00	750.00	(250.00)	133.3%
4264 Library Other	0.00	105.00	500.00	395.00	21.0%
4330 Grants	1,000.00	6,600.00	6,600.00	0.00	100.0%
4350 Miscellaneous	69.10	2,018.30	1,200.00	(818.30)	168.2%
<b>Total Other Revenue</b>	<b>\$2,518.60</b>	<b>\$22,612.24</b>	<b>\$36,200.00</b>	<b>\$13,587.76</b>	
<b>Revenue</b>	<b>\$8,723.58</b>	<b>\$332,081.04</b>	<b>\$383,780.00</b>	<b>\$51,698.96</b>	
<b>Gross Profit</b>	<b>\$8,723.58</b>	<b>\$332,081.04</b>	<b>\$383,780.00</b>	<b>\$0.00</b>	
<b>Expenses</b>					
<b>Personnel Services</b>					
5110 Salaries	10,199.58	68,037.12	106,675.00	38,637.88	63.8%
5120 Payroll Taxes	858.59	5,623.32	11,735.00	6,111.68	47.9%
5130 Benefits	3,463.55	14,342.83	28,250.00	13,907.17	50.8%
<b>Total Personnel Services</b>	<b>\$14,521.72</b>	<b>\$88,003.27</b>	<b>\$146,660.00</b>	<b>\$58,656.73</b>	
<b>Materials and Services</b>					
6210 Advertising	0.00	58.00	700.00	642.00	8.3%
6220 City Attorney	840.00	1,900.00	3,360.00	1,460.00	56.5%
6230 Contract Services	6,001.52	61,691.48	118,450.00	56,758.52	52.1%
6240 Engineering Consultants	5,541.00	16,333.00	50,000.00	33,667.00	32.7%
6250 Police Services	0.00	36,141.26	75,000.00	38,858.74	48.2%
6260 Materials & Supplies	98.42	1,609.12	2,500.00	890.88	64.4%
6270 Community Involvement	0.00	8,149.77	16,600.00	8,450.23	49.1%
6280 Miscellaneous	280.41	1,523.42	2,000.00	476.58	76.2%

## Statement of Revenue and Expenditures

Acct	Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Expenses</b>					
<b>Materials and Services</b>					
6290 Bank Charges and Fees	33.27	258.47	700.00	441.53	36.9%
6310 Insurance	0.00	5,981.16	6,325.00	343.84	94.6%
6320 Education	0.00	0.00	200.00	200.00	0.0%
6341 Utilities - Electricity	1,422.25	8,820.09	21,000.00	12,179.91	42.0%
6342 Utilities - Gas	630.76	827.59	2,500.00	1,672.41	33.1%
6343 Utilities - Telephone	89.16	614.69	1,800.00	1,185.31	34.1%
6344 Utilities - Garbage	11.19	78.33	300.00	221.67	26.1%
6350 Equipment Maintenance	0.00	1.96	1,000.00	998.04	0.2%
6360 Building Maintenance	4.59	232.74	1,500.00	1,267.26	15.5%
6370 Flood Mitigation	3,957.00	11,724.50	17,000.00	5,275.50	69.0%
6381 Library - Books	278.95	6,544.98	6,920.00	375.02	94.6%
6382 Library - Audio/Visual	94.40	133.24	500.00	366.76	26.6%
6383 Library -	0.00	0.00	50.00	50.00	0.0%
6384 Library - Materials &	6.00	844.04	900.00	55.96	93.8%
6385 Library - Miscellaneous	0.00	136.30	200.00	63.70	68.2%
6386 Library - Technical Support	0.00	2,335.55	2,400.00	64.45	97.3%
6387 Library - Donations	0.00	478.76	2,150.00	1,671.24	22.3%
6388 Library - Grants	0.00	682.33	750.00	67.67	91.0%
6389 Library - Programming	0.00	1,549.84	2,530.00	980.16	61.3%
6390 Planning	755.34	3,652.33	6,500.00	2,847.67	56.2%
6400 Parks	0.00	24,312.15	45,000.00	20,687.85	54.0%
6401 Veterans Memorial Park	0.00	0.00	533.00	533.00	0.0%
6410 Senior Services	16.64	113.95	1,000.00	886.05	11.4%
6430 Transportation	0.00	203.80	2,000.00	1,796.20	10.2%
<b>Total Materials and Services</b>	<b>\$20,060.90</b>	<b>\$196,932.85</b>	<b>\$392,368.00</b>	<b>\$195,435.15</b>	
<b>Capital Outlay</b>					
7120 Office Equipment	0.00	0.00	900.00	900.00	0.0%
7130 Special Projects/Grants	0.00	92,959.00	166,247.00	73,288.00	55.9%
<b>Total Capital Outlay</b>	<b>\$0.00</b>	<b>\$92,959.00</b>	<b>\$167,147.00</b>	<b>\$74,188.00</b>	
<b>Other Expenses</b>					
7600 Building Loan	844.09	3,436.35	8,000.00	4,563.65	43.0%
9110 Operating Contingency	0.00	0.00	686,264.00	686,264.00	0.0%
<b>Total Other Expenses</b>	<b>\$844.09</b>	<b>\$3,436.35</b>	<b>\$694,264.00</b>	<b>\$690,827.65</b>	
<b>Interfund Transfers</b>					
8140 Transfer To Sewer Fund	0.00	0.00	21,280.00	21,280.00	0.0%
<b>Total Interfund Transfers</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,280.00</b>	<b>\$21,280.00</b>	
<b>Expenses</b>	<b>\$35,426.71</b>	<b>\$381,331.47</b>	<b>\$1,421,719.00</b>	<b>\$1,040,387.53</b>	
<b>Revenue Less Expenditures</b>	<b>(\$26,703.13)</b>	<b>(\$49,250.43)</b>	<b>(\$1,037,939.00)</b>	<b>\$0.00</b>	
<b>Other Revenue</b>					
<b>Extraordinary Income</b>					
4900 Bldg Permit Pass Thru	0.00	1,048.92	0.00	(1,048.92)	0.0%
<b>Total Extraordinary Income</b>	<b>\$0.00</b>	<b>\$1,048.92</b>	<b>\$0.00</b>	<b>(\$1,048.92)</b>	
<b>Other Revenue</b>	<b>\$0.00</b>	<b>\$1,048.92</b>	<b>\$0.00</b>	<b>(\$1,048.92)</b>	
<b>Other Expenses</b>					
<b>Extraordinary Expense</b>					
9500 Bldg Permit Pass Thru	0.00	1,048.92	0.00	(1,048.92)	0.0%
<b>Total Extraordinary Expense</b>	<b>\$0.00</b>	<b>\$1,048.92</b>	<b>\$0.00</b>	<b>(\$1,048.92)</b>	
<b>Other Expenses</b>	<b>\$0.00</b>	<b>\$1,048.92</b>	<b>\$0.00</b>	<b>(\$1,048.92)</b>	



General Fund  
Statement of Revenue and Expenditures

Acct	Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Net Change in Fund Balance	(\$26,703.13)	(\$49,250.43)	(\$1,037,939.00)	\$0.00	
Fund Balances					
Beginning Fund Balance	1,018,824.29	1,041,371.59	0.00	0.00	0.0%
Net Change in Fund Balance	(26,703.13)	(49,250.43)	(1,037,939.00)	0.00	0.0%
Ending Fund Balance	992,121.16	992,121.16	0.00	0.00	0.0%

## Statement of Revenue and Expenditures

Acct		Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>						
<b>Revenue</b>						
<b>Tax Receipts</b>						
4220	State Highway Taxes	6,922.38	44,498.35	76,500.00	32,001.65	58.2%
	<b>Total Tax Receipts</b>	<b>\$6,922.38</b>	<b>\$44,498.35</b>	<b>\$76,500.00</b>	<b>\$32,001.65</b>	
<b>Franchise Fees</b>						
4251	Franchise - Northwest Nat	0.00	0.00	3,500.00	3,500.00	0.0%
4252	Franchise - Pacific Power	1,321.48	7,489.93	12,000.00	4,510.07	62.4%
4253	Franchise - Republic	887.66	2,742.43	3,600.00	857.57	76.2%
4255	Franchise - SMTA	56.90	402.92	500.00	97.08	80.6%
	<b>Total Franchise Fees</b>	<b>\$2,266.04</b>	<b>\$10,635.28</b>	<b>\$19,600.00</b>	<b>\$8,964.72</b>	
<b>Other Revenue</b>						
4330	Grants	0.00	253,150.82	557,538.00	304,387.18	45.4%
	<b>Total Other Revenue</b>	<b>\$0.00</b>	<b>\$253,150.82</b>	<b>\$557,538.00</b>	<b>\$304,387.18</b>	
<b>User Fees</b>						
4300	User Fees	2,129.56	12,631.92	20,340.00	7,708.08	62.1%
	<b>Total User Fees</b>	<b>\$2,129.56</b>	<b>\$12,631.92</b>	<b>\$20,340.00</b>	<b>\$7,708.08</b>	
	<b>Revenue</b>	<b>\$11,317.98</b>	<b>\$320,916.37</b>	<b>\$673,978.00</b>	<b>\$353,061.63</b>	
	<b>Gross Profit</b>	<b>\$11,317.98</b>	<b>\$320,916.37</b>	<b>\$673,978.00</b>	<b>\$0.00</b>	
<b>Expenses</b>						
<b>Personnel Services</b>						
5110	Salaries	1,397.00	9,347.49	20,881.00	11,533.51	44.8%
5120	Payroll Taxes	118.11	769.27	2,297.00	1,527.73	33.5%
5130	Benefits	471.49	3,175.22	5,625.00	2,449.78	56.4%
	<b>Total Personnel Services</b>	<b>\$1,986.60</b>	<b>\$13,291.98</b>	<b>\$28,803.00</b>	<b>\$15,511.02</b>	
<b>Materials and Services</b>						
6210	Advertising	0.00	11.60	200.00	188.40	5.8%
6220	City Attorney	420.00	950.00	1,680.00	730.00	56.5%
6230	Contract Services	105.03	956.34	1,970.00	1,013.66	48.5%
6240	Engineering Consultants	0.00	13,891.04	55,000.00	41,108.96	25.3%
6260	Materials & Supplies	2.72	1,467.34	3,500.00	2,032.66	41.9%
6280	Miscellaneous	0.00	113.80	300.00	186.20	37.9%
6290	Bank Charges and Fees	6.23	45.49	200.00	154.51	22.7%
6310	Insurance	0.00	1,191.99	1,265.00	73.01	94.2%
6320	Education	0.00	0.00	400.00	400.00	0.0%
6330	Grant Expenses	0.00	38,642.87	43,279.00	4,636.13	89.3%
6341	Utilities - Electricity	50.78	210.18	1,500.00	1,289.82	14.0%
6342	Utilities - Gas	71.73	109.54	1,000.00	890.46	11.0%
6343	Utilities - Telephone	7.50	50.58	250.00	199.42	20.2%
6344	Utilities - Garbage	5.59	39.13	150.00	110.87	26.1%
6350	Equipment Maintenance	2.09	1,698.57	5,000.00	3,301.43	34.0%
6360	Building Maintenance	0.00	35.44	300.00	264.56	11.8%
6430	Transportation	29.20	382.63	1,000.00	617.37	38.3%
	<b>Total Materials and Services</b>	<b>\$700.87</b>	<b>\$59,796.54</b>	<b>\$116,994.00</b>	<b>\$57,197.46</b>	
<b>Capital Outlay</b>						
7130	Special Projects/Grants	0.00	496,127.75	623,964.00	127,836.25	79.5%
7140	Bike and Walkway	0.00	1,000.00	1,000.00	0.00	100.0%
7150	Capital Improvements	0.00	16,942.00	25,000.00	8,058.00	67.8%
	<b>Total Capital Outlay</b>	<b>\$0.00</b>	<b>\$514,069.75</b>	<b>\$649,964.00</b>	<b>\$135,894.25</b>	
<b>Other Expenses</b>						
7600	Building Loan	1,688.18	6,872.76	16,000.00	9,127.24	43.0%

## Statement of Revenue and Expenditures

Acct	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2023
	Jan 2024	Jul 2023	Jul 2023	Jul 2023	Jun 2024
	Jan 2024	Jan 2024	Jun 2024	Jun 2024	Percent of
	Actual	Actual		Variance	Budget
<b>Revenue &amp; Expenditures</b>					
<b>Expenses</b>					
<b>Other Expenses</b>					
9110 Operating Contingency	0.00	0.00	96,697.00	96,697.00	0.0%
<b>Total Other Expenses</b>	<b>\$1,688.18</b>	<b>\$6,872.76</b>	<b>\$112,697.00</b>	<b>\$105,824.24</b>	
<b>Expenses</b>	<b>\$4,375.65</b>	<b>\$594,031.03</b>	<b>\$908,458.00</b>	<b>\$314,426.97</b>	
<b>Revenue Less Expenditures</b>	<b>\$6,942.33</b>	<b>(\$273,114.66)</b>	<b>(\$234,480.00)</b>	<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$6,942.33</b>	<b>(\$273,114.66)</b>	<b>(\$234,480.00)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
Beginning Fund Balance	(45,574.20)	234,482.79	0.00	0.00	0.0%
Net Change in Fund Balance	6,942.33	(273,114.66)	(234,480.00)	0.00	0.0%
Ending Fund Balance	(38,631.87)	(38,631.87)	0.00	0.00	0.0%

## Statement of Revenue and Expenditures

Acct		Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>						
<b>Revenue</b>						
<b>Other Revenue</b>						
4350	Miscellaneous	0.00	1,333.21	1,500.00	166.79	88.9%
<b>Total Other Revenue</b>		<b>\$0.00</b>	<b>\$1,333.21</b>	<b>\$1,500.00</b>	<b>\$166.79</b>	
<b>User Fees</b>						
4300	User Fees	28,739.81	240,161.88	391,600.00	151,438.12	61.3%
4301	Late Charges	97.23	1,209.38	2,400.00	1,190.62	50.4%
4302	24 Hour Notice	87.50	623.62	3,000.00	2,376.38	20.8%
4303	Reconnect Fees	0.00	275.00	250.00	(25.00)	110.0%
4304	Backflow Test	70.00	2,450.00	4,000.00	1,550.00	61.3%
4310	New Connections	0.00	4,000.00	0.00	(4,000.00)	0.0%
4320	Water Deposits	300.00	1,400.00	4,000.00	2,600.00	35.0%
<b>Total User Fees</b>		<b>\$29,294.54</b>	<b>\$250,119.88</b>	<b>\$405,250.00</b>	<b>\$155,130.12</b>	
<b>Revenue</b>		<b>\$29,294.54</b>	<b>\$251,453.09</b>	<b>\$406,750.00</b>	<b>\$155,296.91</b>	
<b>Gross Profit</b>		<b>\$29,294.54</b>	<b>\$251,453.09</b>	<b>\$406,750.00</b>	<b>\$0.00</b>	
<b>Expenses</b>						
<b>Personnel Services</b>						
5110	Salaries	9,202.01	61,827.03	114,379.00	52,551.97	54.1%
5120	Payroll Taxes	777.53	5,070.23	12,582.00	7,511.77	40.3%
5130	Benefits	2,733.15	18,491.96	29,200.00	10,708.04	63.3%
<b>Total Personnel Services</b>		<b>\$12,712.69</b>	<b>\$85,389.22</b>	<b>\$156,161.00</b>	<b>\$70,771.78</b>	
<b>Materials and Services</b>						
6210	Advertising	0.00	301.00	980.00	679.00	30.7%
6220	City Attorney	1,470.00	3,325.00	5,880.00	2,555.00	56.5%
6230	Contract Services	1,410.54	15,416.30	20,600.00	5,183.70	74.8%
6260	Materials & Supplies	312.67	4,776.55	12,000.00	7,223.45	39.8%
6280	Miscellaneous	46.65	2,382.08	4,000.00	1,617.92	59.6%
6290	Bank Charges and Fees	57.33	403.89	800.00	396.11	50.5%
6310	Insurance	0.00	8,343.98	8,925.00	581.02	93.5%
6320	Education	250.00	250.00	1,000.00	750.00	25.0%
6341	Utilities - Electricity	955.87	7,886.75	15,000.00	7,113.25	52.6%
6342	Utilities - Gas	143.47	219.14	1,500.00	1,280.86	14.6%
6343	Utilities - Telephone	104.62	711.89	1,500.00	788.11	47.5%
6344	Utilities - Garbage	9.09	63.63	250.00	186.37	25.5%
6350	Equipment Maintenance	5.00	773.57	10,000.00	9,226.43	7.7%
6360	Building Maintenance	0.00	248.40	2,500.00	2,251.60	9.9%
6420	Water Deposit Refunds	138.48	1,900.00	4,000.00	2,100.00	47.5%
6430	Transportation	58.40	632.13	1,750.00	1,117.87	36.1%
6440	Line Repairs	0.00	30,750.00	50,000.00	19,250.00	61.5%
<b>Total Materials and Services</b>		<b>\$4,962.12</b>	<b>\$78,384.31</b>	<b>\$140,685.00</b>	<b>\$62,300.69</b>	
<b>Capital Outlay</b>						
7160	Equipment	0.00	4,840.00	10,000.00	5,160.00	48.4%
<b>Total Capital Outlay</b>		<b>\$0.00</b>	<b>\$4,840.00</b>	<b>\$10,000.00</b>	<b>\$5,160.00</b>	
<b>Other Expenses</b>						
7500	Water Loan	0.00	32,287.49	32,500.00	212.51	99.3%
7600	Building Loan	2,954.31	12,027.31	53,000.00	40,972.69	22.7%
9110	Operating Contingency	0.00	0.00	73,868.00	73,868.00	0.0%
<b>Total Other Expenses</b>		<b>\$2,954.31</b>	<b>\$44,314.80</b>	<b>\$159,368.00</b>	<b>\$115,053.20</b>	

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2023
		Jan 2024	Jul 2023	Jul 2023	Jul 2023	Jun 2024
		Jan 2024	Jan 2024	Jun 2024	Jun 2024	Percent of
Acct		Actual	Actual		Variance	Budget
Revenue & Expenditures						
Expenses						
Interfund Transfers						
8160	Transfer To Water Reserve	0.00	125,000.00	125,000.00	0.00	100.0%
Total Interfund Transfers		\$0.00	\$125,000.00	\$125,000.00	\$0.00	
Expenses		\$20,629.12	\$337,928.33	\$591,214.00	\$253,285.67	
Revenue Less Expenditures		\$8,665.42	(\$86,475.24)	(\$184,464.00)	\$0.00	
Net Change in Fund Balance		\$8,665.42	(\$86,475.24)	(\$184,464.00)	\$0.00	
Fund Balances						
Beginning Fund Balance		87,910.20	183,050.86	0.00	0.00	0.0%
Net Change in Fund Balance		8,665.42	(86,475.24)	(184,464.00)	0.00	0.0%
Ending Fund Balance		96,575.62	96,575.62	0.00	0.00	0.0%

## Statement of Revenue and Expenditures

Acct		Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>						
<b>Revenue</b>						
<b>Other Revenue</b>						
4350	Miscellaneous	0.00	370.00	0.00	(370.00)	0.0%
<b>Total Other Revenue</b>		<b>\$0.00</b>	<b>\$370.00</b>	<b>\$0.00</b>	<b>(\$370.00)</b>	
<b>User Fees</b>						
4300	User Fees	24,834.48	182,821.71	308,550.00	125,728.29	59.3%
4301	Late Charges	97.22	1,209.37	2,400.00	1,190.63	50.4%
4302	24 Hour Notice	87.50	623.62	3,000.00	2,376.38	20.8%
4303	Reconnect Fees	0.00	275.00	250.00	(25.00)	110.0%
4310	New Connections	0.00	4,000.00	0.00	(4,000.00)	0.0%
<b>Total User Fees</b>		<b>\$25,019.20</b>	<b>\$188,929.70</b>	<b>\$314,200.00</b>	<b>\$125,270.30</b>	
<b>Interfund Transfers</b>						
4510	Transfer From General Fund	0.00	0.00	21,280.00	21,280.00	0.0%
4580	Transfer From Equip.	0.00	0.00	12,000.00	12,000.00	0.0%
<b>Total Interfund Transfers</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$33,280.00</b>	<b>\$33,280.00</b>	
<b>Revenue</b>		<b>\$25,019.20</b>	<b>\$189,299.70</b>	<b>\$347,480.00</b>	<b>\$158,180.30</b>	
<b>Gross Profit</b>		<b>\$25,019.20</b>	<b>\$189,299.70</b>	<b>\$347,480.00</b>	<b>\$0.00</b>	
<b>Expenses</b>						
<b>Personnel Services</b>						
5110	Salaries	6,569.47	44,010.54	91,236.00	47,225.46	48.2%
5120	Payroll Taxes	555.38	3,618.27	10,036.00	6,417.73	36.1%
5130	Benefits	2,138.76	14,421.48	24,175.00	9,753.52	59.7%
<b>Total Personnel Services</b>		<b>\$9,263.61</b>	<b>\$62,050.29</b>	<b>\$125,447.00</b>	<b>\$63,396.71</b>	
<b>Materials and Services</b>						
6210	Advertising	0.00	301.00	980.00	679.00	30.7%
6220	City Attorney	1,470.00	3,325.00	5,880.00	2,555.00	56.5%
6230	Contract Services	952.12	15,425.42	19,850.00	4,424.58	77.7%
6240	Engineering Consultants	8,624.97	26,600.65	50,000.00	23,399.35	53.2%
6260	Materials & Supplies	1,951.65	9,080.56	21,000.00	11,919.44	43.2%
6280	Miscellaneous	96.65	1,163.36	4,000.00	2,836.64	29.1%
6290	Bank Charges and Fees	57.33	400.87	800.00	399.13	50.1%
6310	Insurance	0.00	8,343.98	8,925.00	581.02	93.5%
6320	Education	250.00	505.34	1,000.00	494.66	50.5%
6341	Utilities - Electricity	694.84	3,744.13	10,000.00	6,255.87	37.4%
6342	Utilities - Gas	387.90	1,062.56	5,000.00	3,937.44	21.3%
6343	Utilities - Telephone	96.58	655.61	1,250.00	594.39	52.4%
6344	Utilities - Garbage	9.09	63.63	250.00	186.37	25.5%
6350	Equipment Maintenance	3,150.00	7,792.39	18,400.00	10,607.61	42.3%
6360	Building Maintenance	0.00	248.40	2,500.00	2,251.60	9.9%
6430	Transportation	58.40	592.73	1,500.00	907.27	39.5%
<b>Total Materials and Services</b>		<b>\$17,799.53</b>	<b>\$79,305.63</b>	<b>\$151,335.00</b>	<b>\$72,029.37</b>	
<b>Capital Outlay</b>						
7130	Special Projects/Grants	0.00	3,635.00	273,021.00	269,386.00	1.3%
7160	Equipment	0.00	0.00	12,000.00	12,000.00	0.0%
<b>Total Capital Outlay</b>		<b>\$0.00</b>	<b>\$3,635.00</b>	<b>\$285,021.00</b>	<b>\$281,386.00</b>	
<b>Other Expenses</b>						
7600	Building Loan	2,954.31	12,027.31	28,000.00	15,972.69	43.0%
9110	Operating Contingency	0.00	0.00	116,474.00	116,474.00	0.0%
<b>Total Other Expenses</b>		<b>\$2,954.31</b>	<b>\$12,027.31</b>	<b>\$144,474.00</b>	<b>\$132,446.69</b>	
<b>Expenses</b>		<b>\$30,017.45</b>	<b>\$157,018.23</b>	<b>\$706,277.00</b>	<b>\$549,258.77</b>	

Statement of Revenue and Expenditures

Acct	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2023
	Jan 2024	Jul 2023	Jul 2023	Jul 2023	Jun 2024
	Jan 2024	Jan 2024	Jun 2024	Jun 2024	Percent of
	Actual	Actual		Variance	Budget
Revenue & Expenditures					
Revenue Less Expenditures	(\$4,998.25)	\$32,281.47	(\$358,797.00)	\$0.00	
Net Change in Fund Balance	(\$4,998.25)	\$32,281.47	(\$358,797.00)	\$0.00	
Fund Balances					
Beginning Fund Balance	395,374.55	358,094.83	0.00	0.00	0.0%
Net Change in Fund Balance	(4,998.25)	32,281.47	(358,797.00)	0.00	0.0%
Ending Fund Balance	390,376.30	390,376.30	0.00	0.00	0.0%

**Payment Journal**  
**1/1/2024 to 1/31/2024**

Date	Transaction Number	Name / Description	Amount
<b>General Checking - Columbia</b>			
1/2/2024	EFT	US Postal Service	2.00
1/3/2024	17258	CIS Trust	4,712.59
1/3/2024	17259	CIS Trust	970.86
1/3/2024	EFT	Red Wing Software	90.00
1/3/2024	EFT	Amazon	45.49
1/3/2024	EFT	Oregon Department of Revenue	78.47
1/3/2024	EFT	Oregon Department of Revenue - SUTA	303.93
1/3/2024	EFT	Oregon Department of Revenue - WBF	53.28
1/3/2024	EFT	Oregon Dept of Revenue - PD Leave	467.40
1/4/2024	EFT	US Postal Service	2.00
1/4/2024	EFT	US Postal Service	3.33
1/5/2024	EFT	US Postal Service	2.00
1/8/2024	17260	Analytical Laboratory	53.00
1/8/2024	17261	ARCK Construction Company	2,050.00
1/8/2024	17262	AT&T Mobility	40.04
1/8/2024	17263	G & D Clevenger LLC	146.00
1/8/2024	17264	Knurowski, Kostanty	75.98
1/8/2024	17265	Morley Thomas Law	1,510.00
1/8/2024	17266	National Business Solutions	886.42
1/8/2024	17267	One Call Concepts	1.40
1/8/2024	17268	NW Natural	605.33
1/8/2024	17269	Scio Auto Parts	12.09
1/8/2024	17270	Scio Hardware	4.59
1/8/2024	17271	SMTA	322.86
1/8/2024	17272	The Dyer Partnership	6,264.31
1/8/2024	17273	Gale	26.98
1/8/2024	EFT	US Postal Service	2.00
1/9/2024	EFT	Adobe Inc	59.97
1/9/2024	EFT	US Postal Service	2.90
1/10/2024	EFT	Amazon	41.97
1/10/2024	EFT	Amazon	158.07
1/10/2024	EFT	Amazon	94.40
1/10/2024	EFT	Simply Ramen	106.95
1/11/2024	EFT	Amazon	89.99
1/12/2024	EFT	US Postal Service	2.00
1/15/2024	EFT	Umpqua Bank Loan	8,440.89
1/17/2024	EFT	Water Deposit Refunds	
1/17/2024	EFT	US Postal Service	2.00
1/18/2024	EFT	US Postal Service	1.59
1/18/2024	EFT	RVS ACH Receipts	134.18
1/19/2024	EFT	US Postal Service	2.00
1/22/2024	EFT	Amazon	24.95
1/22/2024	EFT	Zoom Video Communications	159.46



**Payment Journal**  
**1/1/2024 to 1/31/2024**

Date	Transaction Number	Name / Description	Amount
1/22/2024	EFT	umpqua Bank	124.66
1/22/2024	EFT	US Postal Service	4.20
1/23/2024	EFT	US Postal Service	204.00
1/23/2024	EFT	US Postal Service	2.10
1/24/2024	EFT	Amazon	35.16
1/24/2024	EFT	Cates Sisters LLC	50.00
1/24/2024	EFT	US Postal Service	2.10
1/25/2024	EFT	Safeway	33.57
1/26/2024	17274	Morley Thomas Law	2,800.00
1/29/2024	EFT	US Postal Service	2.10
1/30/2024	17276	Cody LeBard	38.48
1/30/2024	17277	AT&T Mobility	40.04
1/30/2024	17278	Pacific Power	3,123.74
1/30/2024	17279	Pollardwater	1,424.10
1/30/2024	17280	Republic Services	34.96
1/30/2024	17281	Shred Northwest, LLC	35.00
1/30/2024	17282	The Dyer Partnership	8,977.00
1/30/2024	17283	US Geological Survey	3,957.00
1/30/2024	17284	Analytical Laboratory	504.00
1/30/2024	17285	National Business Solutions	571.85
1/30/2024	17286	Scott Beck Architect, LLC.	5,500.00
1/30/2024	17287	NW Natural	628.53
1/30/2024	17288	Hitt, Betsy	500.00
1/30/2024	17289	Gale	26.98
1/30/2024	17290	Xylem	1,095.00
1/30/2024	17291	Jones, Ben	800.00
1/30/2024	EFT	US Postal Service	2.10
1/31/2024	EFT	Walmart	16.64
<b>General Checking - Columbia Totals</b>			<b>\$58,586.98</b>

Scio Public Library  
Library Advisory Committee Minutes  
November 14, 2023

LOCATION: SCIO SENIOR CENTER, 38957 NW 1<sup>ST</sup> AVENUE, SCIO

**Time Start:** 5:40 P.M.

**Time End:** 7:20 P.M.

**CALL TO ORDER**

The meeting was called to order at 5:40 pm by Chairperson, Carrie Jack. Roll call was taken by LaVonne Murray, Librarian.

**LIBRARY ADVISORY COMMITTEE MEETING ATTENDANCE LOG**

COMMITTEE	SCIO STAFF
Chair Carrie Jack	LaVonne Murray, Librarian
Co-Chair Sally Buganski	
Member Scott Parker	
Member Mike Mellison, Absent	

**AUDIENCE MEMBERS IN ATTENDANCE**

Guest: Ruth Wyse, Friends of the Library President	Guest
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AGENDA	ACTIONS
<b><u>Review, amend and approve minutes</u></b> <ul style="list-style-type: none"><li>September 12, 2023 LAC Minutes</li><li>October 10, 2023 LAC Minutes</li></ul>	Motion from Co-Chair Sally Buganski, seconded by Member Scot Parker, to approve the September 12 and October 10, 2023 minutes as presented. <b>Motion passed 3:0</b>
<b><u>REGULAR SESSION</u></b> <b>Agenda Item 1</b> <ul style="list-style-type: none"><li>a. Friends of the Library Report – Ruth Wyse</li></ul>	Ms. Wyse reported on the FOL activities. <ul style="list-style-type: none"><li>New names have been selected to add as Scio Public Library benefactors to the Carol Haugerud Memorial.</li><li>FOL will have a book sale at the Holiday Market, November 17-18.</li><li>FOL will be selling refreshments at the Sheepskin Review</li><li>They will be donating new books and journals to the Scio Fire Dept. Holiday Gifts.</li><li>The Friends are requesting book donations for their annual book sale in May.</li><li>The group is encouraging members to purchase a FOL lifetime membership for \$100.</li></ul> Ms. Wyse will add a request for a Friends representative to attend LAC meetings on the agenda for their next meeting (December 5, 2023)

Scio Public Library  
Library Advisory Committee Minutes  
November 14, 2023

<b>Agenda Item 2</b> a. Librarian's Report – LaVonne Murray	Ms. Murray reported on the Pumpkin Decorating Contest, Storytime, STEM days, and story times for the Centennial Elementary 1 <sup>st</sup> grade class and the Preschool Co-op class. A Gingerbread decorating contest available to all ages will begin December 4 <sup>th</sup> .
<b>Agenda Item 3</b> a. Collection Development Policy – LaVonne Murray	Motion from Co-chair Sally Buganski and second by Scott Parker to approve the revised Collection Development Policy as presented. <b>Motion passed 3:0</b>
<b>Agenda Item 4</b> a. Statistical Report 2022-2023 – LaVonne Murray	Ms. Murray presented Scio Public Library stats from the 2022-2023 report given to the State Library of Oregon.
<b>Agenda Item 5</b> b. 2024 Meeting Dates – LaVonne Murray	It was decided to move meetings from the 2 <sup>nd</sup> Tuesday to the 1 <sup>st</sup> Tuesday of the month so that approved minutes and other items will be received by the City Council in the same month that the LAC meets. Meeting time will remain as 5:30 p.m.  2024 Meeting Dates for the next six months: January 2 February 6 March 5 April 2 May 7 June 4

# **Presentations**



# LINN COUNTY SHERIFF'S OFFICE

**Michelle Duncan, Sheriff**

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

[www.linnsheriff.org](http://www.linnsheriff.org)

## 2024

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

**FOR THE MONTH OF:**

**JANUARY**

TRAFFIC CITATIONS: -----	<b>6</b>
TRAFFIC WARNINGS: -----	<b>11</b>
TRAFFIC CRASHES: -----	<b>1</b>
ARRESTS MADE: -----	<b>2</b>
COMPLAINTS/INCIDENTS INVESTIGATED:-----	<b>38</b>

**TOTAL HOURS SPENT:**

**SCIO 76.50  
hours**

**CONTRACT HOURS= 72 HOURS**

**Michelle Duncan,  
Sheriff, Linn County**

**By: Sgt. Steven Frambes**



**MONTHLY BULLETIN OF DISPATCHED  
CALLS AND CASES  
FOR CONTRACT CITIES**

This Report Encompasses: 1/ 1/24 to 1/31/24

Total Incidents This Month: **38**

Incident Information:	Description
CAD# 2024000245 TIME: 1/1/2024 10:48:25AM CASE# CAD Only SCIO WARNING ISSUED	TRAFFIC STOP Reported at Block of 38900 NE 1ST AVE SCIO  Operator warned for an equipment violation.
CAD# 2024000250 TIME: 1/1/2024 10:56:46AM CASE# CAD Only SCIO SCIO	EXTRA PATROL Reported at Block of 38800 N MAIN ST SCIO  Deputies checked on the school.
CAD# 2024000258 TIME: 1/1/2024 11:03:19AM CASE# CAD Only SCIO WARNING EQUIPMENT VIOL	TRAFFIC STOP Reported at Block of 38900 HWY 226 SCIO  Driver warned for equipment violation.
CAD# 2024000296 TIME: 1/1/2024 11:58:14AM CASE# CAD Only SCIO WARNING EQUIPMENT VIOL	TRAFFIC STOP Reported at Block of 38700 N MAIN ST SCIO  Operator warned for an equipment violation
CAD# 2024001328 TIME: 1/2/2024 11:57:26PM CASE# CAD Only SCIO UTL GOA	SUSPICIOUS VEHICLE Reported at Block of 39000 NE 1ST AVE SCIO  Deputy responded to a reported suspicious vehicle but was unable to locate it. The vehicle was gone upon arrival.

Incident Information:	Description
CAD# 2024003652 TIME: 1/6/2024 11:08:55AM CASE# CAD Only SCIO CAD CALL COMPLETE	SUSPICIOUS PERSON Reported at Block of 38600 SW ALDER ST SCIO <hr/> Deputies UTL of suspicious person.
CAD# 2024003665 TIME: 1/6/2024 11:31:17AM CASE# 2400075 SCIO REPORT TAKEN	Report Filed. DWS MIS Reported At Block Of 38700 N MAIN ST/NE 1ST AVE Occurred between 1130 hours on 1/6/2024 and 1131 hours on 1/6/2024 . Reported: 1/6/2024 Officer <hr/> Two vehicle non-injury crash. Issac Kepler (23) of Lyons was cited for driving while suspended misdemeanor and driving uninsured. Laurence Nixon (44) of Crabtree was cited for a dangerous left turn.
CAD# 2024003768 TIME: 1/6/2024 2:36:20PM CASE# CAD Only SCIO WARNING SPEEDING VIOLAT	TRAFFIC STOP Reported at Block of 38800 N MAIN ST SCIO <hr/> Operator warned for speed
CAD# 2024003810 TIME: 1/6/2024 3:39:07PM CASE# CAD Only SCIO CITE EQUIPMENT VIOLATION	TRAFFIC STOP Reported at Block of 38900 NW 1ST AVE SCIO <hr/> John Mendenhall, 38 out of Scio, was cited for Operating without driving privileges, and failure to carry proof of insurance.
CAD# 2024003841 TIME: 1/6/2024 4:35:15PM CASE# CAD Only SCIO WARNING EQUIPMENT VIOLAT	TRAFFIC STOP Reported at Block of 38700 N MAIN ST SCIO <hr/> Driver warned for improper lighting to the rear.
CAD# 2024003847 TIME: 1/6/2024 4:42:32PM CASE# CAD Only SCIO WARNING ISSUED	TRAFFIC STOP Reported at Block of 38700 N MAIN ST SCIO <hr/> operator warned for failure to signal before entering roadway

Incident Information:	Description
CAD# 2024003853 TIME: 1/6/2024 4:51:43PM CASE# CAD Only SCIO WARNING EQUIPMENT VIOL/	TRAFFIC STOP Reported at Block of 38800 HWY 226 SCIO <hr/> Driver warned for improper lighting and improper display.
CAD# 2024003861 TIME: 1/6/2024 5:13:04PM CASE# CAD Only SCIO WARNING EQUIPMENT VIOL/	TRAFFIC STOP Reported at Block of 38900 NW 4TH AVE SCIO <hr/> Driver warned for improper lighting.
CAD# 2024003882 TIME: 1/6/2024 5:59:38PM CASE# 2400083 SCIO REPORT TAKEN	Report Filed. THEFT 2 - OTHER Reported At Block Of 38700 ROBINSON DR Occurred between 2100 hours on 1/5/2024 and 0500 hours on 1/6/2024 . Reported: 1/6/2024 Officer <hr/> Deputy responded to a reported theft of a table saw and a saw stand at location. Report taken.
CAD# 2024003933 TIME: 1/6/2024 8:09:24PM CASE# CAD Only SCIO WARNING SPEEDING VIOLAT	TRAFFIC STOP Reported at Block of 38900 NW 4TH AVE/NW BEECH ST SCIO <hr/> Deputy issued a verbal warning to operator of vehicle for speeding violation.
CAD# 2024005155 TIME: 1/8/2024 6:08:33PM CASE# CAD Only SCIO CAD CALL COMPLETE	EVENT DETAIL Reported at Block of 38900 NW 1ST AVE SCIO <hr/> City council meeting
CAD# 2024005180 TIME: 1/8/2024 7:29:44PM CASE# 2400112 SCIO REPORT TAKEN	Report Filed. INFO-WELFARE CHECK Reported At Block Of 38600 SE ASH ST Occurred between 1928 hours on 1/8/2024 and 1929 hours on 1/8/2024 . Reported: 1/8/2024 Officer <hr/> Deputy responded to a welfare check and found a 76 female in medical distress. She was transported by medics to the hospital.



Incident Information:	Description
CAD# 2024005253 TIME: 1/8/2024 10:04:00PM CASE# CAD Only SCIO CAD CALL COMPLETE	ALARM LAW ONLY Reported at Block of 38800 NW 1ST AVE SCIO <hr/> Deputy responded to an alarm at the school. Everything was secure and the cause was unknown.
CAD# 2024005784 TIME: 1/9/2024 3:30:38PM CASE# CAD Only SCIO CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 38700 N MAIN ST SCIO <hr/> Deputies conducted an extra patrol in Scio around the bridges and park.
CAD# 2024006443 TIME: 1/10/2024 12:16:34PM CASE# CAD Only SCIO SCIO	EXTRA PATROL Reported at Block of 38800 NW 1ST AVE SCIO <hr/> Extra patrol at Centennial Elementary
CAD# 2024007960 TIME: 1/12/2024 4:06:34PM CASE# CAD Only SCIO	ANIMAL COMPLAINT Reported at Block of 38700 N MAIN ST SCIO <hr/> Complaint regarding vet. malpractice. Forwarded to vet board and animal control.
CAD# 2024010538 TIME: 1/16/2024 8:39:44AM CASE# CAD Only SCIO CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 38900 HWY 226 SCIO <hr/> Caller concerned male walking nearby wasn't dressed for the weather.
CAD# 2024010703 TIME: 1/16/2024 1:47:11PM CASE# CAD Only SCIO CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 38900 SE 2ND AVE SCIO <hr/> Deputy checked on male seated outside fuel station. Male said he was good and needed nothing.

Incident Information:	Description
CAD# 2024010720 TIME: 1/16/2024 2:13:47PM CASE# CAD Only SCIO CAD CALL COMPLETE	FOLLOW UP Reported at Block of 38900 HWY 226 SCIO <hr/> Deputy checked on male in the cold weather who declined any help.
CAD# 2024011176 TIME: 1/17/2024 5:14:33AM CASE# CAD Only SCIO	911 HANG UP CALL Reported at Block of 38900 SW 4TH AVE SCIO <hr/> No Public Narrative.
CAD# 2024011551 TIME: 1/17/2024 3:17:51PM CASE# CAD Only SCIO CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 38900 NW 2ND AVE/N MAIN ST SCIO <hr/> Deputies conduct welfare check on homeless male in cold weather. Male refused any ride to shelter.
CAD# 2024013403 TIME: 1/20/2024 7:44:16AM CASE# CAD Only SCIO CAD CALL COMPLETE	SUSPICIOUS PERSON Reported at Block of 38900 HWY 226 SCIO <hr/> Deputy warned male of trespassing from business property.
CAD# 2024013452 TIME: 1/20/2024 9:33:52AM CASE# CAD Only SCIO SCIO	WELFARE CHECK Reported at Block of 38700 N MAIN ST SCIO <hr/> Welfare check called on transient male. This male has been checked on several times, including once today. The male always denies assistance. NFA
CAD# 2024013568 TIME: 1/20/2024 1:42:52PM CASE# CAD Only SCIO CAD CALL COMPLETE	LITTERING VIOLATION Reported at Block of 39000 NE 4TH AVE SCIO <hr/> Deputy investigated suspicious golf balls found in a sheep field.

Incident Information:	Description
CAD# 2024014025 TIME: 1/21/2024 8:50:58AM CASE# CAD Only SCIO WARNING SPEEDING VIOLAT	TRAFFIC STOP Reported at Block of 38900 NE 4TH AVE SCIO <hr/> Operator warned for speed
CAD# 2024014032 TIME: 1/21/2024 9:32:28AM CASE# CAD Only SCIO SCIO	ANIMAL COMPLAINT Reported at Block of 38800 N MAIN ST SCIO <hr/> Deputies spoke with a dog owner regarding a dog at large incident. Dog owner was warned. NFA
CAD# 2024014187 TIME: 1/21/2024 2:33:26PM CASE# 2400276 SCIO REPORT TAKEN	Report Filed. WARRANT ARREST (LW ONLY) Reported At Block Of 38900 HWY 226 Occurred between 1433 hours on 1/21/2024 and 1433 hours on 1/21/2024 . Reported: <hr/> lasias Ramirez Rodriguez, 29 out of Scio, was arrested for a Marion County Circuit Court warrant and a Benton County Circuit Court warrant.
CAD# 2024015448 TIME: 1/23/2024 12:50:53PM CASE# CAD Only SCIO CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 38800 NW CHERRY ST SCIO <hr/> A suspicious vehicle was parked at the St. Bernard Church. I contacted a female who said she parked there while visiting a friend, and there was no where to park there. I advised the female not to park on church property, or to first get permission from the church in the future.
CAD# 2024016664 TIME: 1/25/2024 10:02:44AM CASE# CAD Only SCIO CAD CALL COMPLETE	FOUND PROPERTY Reported at Block of 38700 N MAIN ST SCIO <hr/> Found driver's license
CAD# 2024018711 TIME: 1/27/2024 8:20:37PM CASE# CAD Only SCIO CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 38600 SW FILBERT ST SCIO <hr/> Caller requesting welfare check on their ex and their shared son. Deputy contacted them and found they were fine.

Incident Information:	Description
CAD# 2024019718 TIME: 1/29/2024 9:23:59AM CASE# CAD Only SCIO CAD CALL COMPLETE	FOLLOW UP Reported at Block of 39000 NE 4TH AVE SCIO <hr/> Follow up
CAD# 2024021729 TIME: 1/31/2024 7:08:02PM CASE# CAD Only SCIO CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 38900 HWY 226 SCIO <hr/> Male called in with questions regarding telephonic harassment from his ex-wife.
CAD# 2024021766 TIME: 1/31/2024 8:13:22PM CASE# CAD Only SCIO WARNING ISSUED	TRAFFIC STOP Reported at Block of 38900 HWY 226/SW 3RD AVE SCIO <hr/> Operator warned for equipment violation.



# City of Scio

PO Box 37  
38957 NW 1<sup>st</sup> Avenue  
Scio, OR 97374

PH: (503)394-3342  
FAX: (503)394-2340  
Website: <http://ci.scio.or.us>  
[Ginger@sciooregon.gov](mailto:Ginger@sciooregon.gov)

RECEIVED  
JAN 18 2024  
CITY OF SCIO  
38957 NW 1st Avenue  
Scio, OR 97374

## ADVISORY COMMITTEE APPLICATION

BUDGET  
COMMITTEE

☐

LIBRARY  
COMMITTEE

☐

PARKS & TREE  
COMMITTEE

☒

PLANNING  
COMMISSION

☐

Please print or type when filling out this application

Name: <u>Susan Yoder-Gund: pcc</u>	Date of Application: <u>1/18/24</u>
Mailing Address: <u>38924 NW 1st Ave #5 Scio</u>	Phone #: <u>503 586 4847</u>
Email Address: <u>Suesayno.yg@gmail.com</u>	Fax #: _____
Length of Residence in Scio: <u>23</u>	Occupation: _____
Education: School(s), Degrees & Specialties: _____	

Why are you interested in this position? fun

What particular strengths would you bring to this position? fun

List your experience in this area and any community affiliations: friends of the Scio Public Library

Recommended By: \_\_\_\_\_

References: (1) Stephani Bates

(2) \_\_\_\_\_

(PLEASE INCLUDE NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBERS)

## OFFICE USE ONLY

Type of Appointment:	New or Reappointed	Term Expiration Date: _____
Mayor Recommendation Date: _____		Council Confirmation Date: _____
Mayor /Date: _____		Appointment Letter Mail Date: _____

# **Agenda Item 1**



*Covered Bridge Capital of the West*

*City of Scio*

*P. O. Box 37*

*Scio, OR 97374*

*Phone: 503-394-3342*

*Fax: 503-394-2340*

## **M E M O R A N D U M**

TO: Mayor Nuber and Scio City Councilors

FROM: Ginger Allen, Scio City Manager

RE: Resolution No. 24-03, A Resolution Correcting Resolution No. 24-02 and Appropriating Unanticipated Revenue to the General Fund of the City of Scio.

DATE: February 9, 2024

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On January 22, 2024 the Scio City Council approved and passed Resolution No. 24-02, which contained a financial error of \$750.00. Resolution No. 24-03 corrects and replaces Resolution No. 24-02.

Staff failed to list a \$750.00 Revenue Budget Appropriation on Resolution No. 24-02. Resolution No. 24-03 corrects that revenue appropriation. This correction will be presented in detail at the February 12<sup>th</sup> council meeting.



# City Of Scio, Oregon



## RESOLUTION NO. 24-03

### **A RESOLUTION CORRECTION RESOLUTION NO. 24-02 AND APPROPRIATING UNANTICIPATED REVENUE TO THE GENERAL FUND OF THE CITY OF SCIO.**

WHEREAS, Oregon Budget Law, under ORS 294-326(2), provides that money from unanticipated grants, gifts, bequests or devises that have been transferred to a municipal corporation in trust for a specific purpose may be lawfully expended after enactment of an appropriate resolution; and

WHEREAS, the City of Scio has received a grant totaling \$1,000.00 from the Oregon State Library; and

WHEREAS, Oregon Budget Law, under ORS 294.326(2) allows the City of Scio to spend unanticipated money,

THEREFORE, BE IT RESOLVED by the Scio City Council of the City of Scio that the following appropriations be made:

#### **Revenue:**

<u>General Fund</u>	<u>Budget Appropriation</u>	<u>Increase</u>	<u>Adjusted Budget</u>
10-4263 – Library Grants	<u>\$750.00</u>	<u>\$1,000.00</u>	<u>\$1,750.00</u>
<b>Total =</b>	<b><u>\$750.00</u></b>	<b><u>\$1,000.00</u></b>	<b><u>\$1,750.00</u></b>

#### **Expenses:**

10-6388 – Library – Grants	<u>\$750.00</u>	<u>\$1,000.00</u>	<u>\$1,750.00</u>
<b>Total =</b>	<b><u>\$750.00</u></b>	<b><u>\$1,000.00</u></b>	<b><u>\$1,750.00</u></b>

Passed by the City Council of the City of Scio this 12th day of February 2024.

By: \_\_\_\_\_  
[ ] Debbie Nuber, Mayor  
[ ] Joey Ferguson, City Council President

ATTEST:

\_\_\_\_\_  
Virginia Allen, City Manager





# City Of Scio, Oregon



## RESOLUTION NO. 24-02

### A RESOLUTION APPROPRIATING UNANTICIPATED REVENUE TO THE GENERAL FUND OF THE CITY OF SCIO.

WHEREAS, Oregon Budget Law, under ORS 294-326(2), provides that money from unanticipated grants, gifts, bequests or devises that have been transferred to a municipal corporation in trust for a specific purpose may be lawfully expended after enactment of an appropriate resolution; and

WHEREAS, the City of Scio has received a grant totaling \$1,000.00 from the Oregon State Library; and

WHEREAS, Oregon Budget Law, under ORS 294.326(2) allows the City of Scio to spend unanticipated money,

THEREFORE, BE IT RESOLVED by the Scio City Council of the City of Scio that the following appropriations be made:

#### Revenue:

<u>General Fund</u>	<u>Budget Appropriation</u>	<u>Increase</u>	<u>Adjusted Budget</u>
10-4263 – Library Grants	<u>\$0.00</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
<b>Total =</b>	<b><u>\$0.00</u></b>	<b><u>\$1,000.00</u></b>	<b><u>\$1,000.00</u></b>

#### Expenses:

10-6388 – Library – Grants	<u>\$750.00</u>	<u>\$1,000.00</u>	<u>\$1,750.00</u>
<b>Total =</b>	<b><u>\$750.00</u></b>	<b><u>\$1,000.00</u></b>	<b><u>\$1,750.00</u></b>

Passed by the City Council of the City of Scio this 22nd day of January 2024.

By: \_\_\_\_\_  
[ ] Debbie Nuber, Mayor  
[ ] Joey Ferguson, City Council President

ATTEST:

\_\_\_\_\_  
Virginia Allen, City Manager

# **Agenda Item 2**



*Covered Bridge Capital of the West*

*City of Scio*

*P. O. Box 37*

*Scio, OR 97374*

*Phone: 503-394-3342*

*Fax: 503-394-2340*

## **M E M O R A N D U M**

TO: Mayor Nuber and Scio City Councilors

FROM: Ginger Allen, Scio City Manager

RE: Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan - IGA

DATE: February 7, 2024

---

I will be seeking council's permission to sign the attached Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan at the February 12, 2024 city council meeting.

Signing this agreement places Scio in good standing with the Federal Emergency Management Agency (FEMA), which then allows the City of Scio to seek monetary damages for our residents when natural hazards, such as floods and wild fires hit Scio.



## 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 Scio (“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 an extension is granted or 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 City of Scio Natural Hazards Mitigation Plan (NHMP) is contained within the Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) and relies, as do the other participating jurisdictions’ NHMPs, upon the general, county-wide information in Linn County’s portion of the MJNHMP.

The Linn County Multi-Jurisdictional NHMP (MJNHMP) expired on May 23, 2023. DLCD has received a Hazard Mitigation Grant Program grant (HMGP-PF-FM-5327-05) to assist the CITY with updating the Linn County MJNHMP. The grant’s Period of Performance, established by FEMA, ends September 26, 2024, unless it is extended. 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. The final grant deliverable is a FEMA-approved MJNHMP for Linn County.

This grant requires a 25% non-federally funded cost share. In general, jurisdictions’ services and expenses in performance of their project responsibilities comprise the cost share in kind. The cost share for this specific grant, this one time only, will be provided by the State of Oregon with funds

appropriated under House Bill 5006 (2021). Therefore, the City of Scio and other jurisdictions participating in the Linn County MJNHMP Update have no responsibility for providing any portion of the 25% cost share for this specific MJNHMP update.

DLCD will submit the final draft Linn County MJNHMP to the Oregon Department of Emergency Management (OEM) and FEMA for review. Revisions may be required. Once all requirements are met, FEMA will issue a letter indicating the Linn County MJNHMP is “approvable pending adoption (APA).” If the Scio City Council accepts the APA version of the Linn County MJNHMP via resolution, DLCD will forward a copy of the signed resolution to OEM and FEMA, and FEMA will issue a letter of final approval.

#### **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 that while documentation of cost share either in cash or in kind is not required for this specific grant, the CITY is responsible for contributing substantially to the Project providing staff time and other resources (such as copying, arranging meeting facilities and refreshments, etc.).

#### **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 at least one representative to the Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their jurisdictions or organizations for this Project.

- ii. CITY staff will recommend that the City Council accept via resolution the APA draft of the Linn County MJNHMP.
- iii. Specific project responsibilities of the Steering Committee members 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. 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.

While documentation of cost share either in cash or in kind is not required for this specific grant, CITY is responsible for contributing significantly to the Project by providing staff time and other resources (such as copying, printing, mailing, meeting facilities and refreshments, etc.).

#### **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:**

Katherine Daniel, Natural Hazards Planner  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301  
(971) 375-3767  
[katherine.daniel@dlcd.oregon.gov](mailto:katherine.daniel@dlcd.oregon.gov)

**CITY OF SCIO's Project Contact is:**

Ginger Allen, City Manager  
City of Scio  
PO Box 37  
Scio, OR 97374  
(503) 394-8156  
[Ginger@ScioOregon.gov](mailto:Ginger@ScioOregon.gov)

**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**

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

CITY OF SCIO

APPROVED AS TO FORM:

---

Ginger Allen, City Manager

---

Name & Title

---

Date

---

Date

DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT

---

Dr. Brenda G. Bateman, Director

---

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, revised version February 2024

#### 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, revised version February 2024

#### 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, revised schedule February 2024

#### 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 representative 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.
- 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

# Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• 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			
<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. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the 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

# Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.	Assist	X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

## DELIVERABLES

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

- COUNTY
1. Draft Steering Committee Roster
  2. Initial Draft Stakeholder Roster

Target Date: June – August 2022. Re-reviewed February 2024

## 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: October 2023 – March 2024

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 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

Target Date: June – August 2022

SC 1. 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.

2. Signed IGA

Target Date: April 2024

## 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 the probability of future occurrences 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 meetings, if requested.

Target Dates:   September 2022 – December 2023

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

Target Dates:   February – July 2024

## Task 8            Public Review of Risk Assessment

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

### DELIVERABLES

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

Target Date(s): August – September 2024

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

Target Date: September 2024

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

Target Date: October 2024

## 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: July 2024

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

Target Dates: July – October 2024

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

Target Dates: December 2024

**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): November 2024 – February 2025

**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): January – February 2025

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

Target Date: February 2025

- |      |   |
|------|---|
| 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: March 2025

#### 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): January 2024 – June 2025

#### 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 2024 -April 2025

#### 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: April 2025

### 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.

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

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### 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:	April 2025
	Required Changes Completed:	June 2025
	FEMA Review Completed:	June 2025
	APA Received:	August 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 the 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:	September 2025
	DLCD Submit Evidence to OEM:	September 2025
	FEMA Final Approval Received:	October 2025
	Final Distribution:	October 2025

## 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**

This grant requires a 25% non-federally funded cost share. In general, jurisdictions' services and expenses in performance of their project responsibilities comprise the cost share in kind. The cost share for this specific grant, this one time only, will be provided by the State of Oregon with funds appropriated under House Bill 5006 (2021).

# **Agenda Item 3**

## *Legal*

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John Kennedy, City Attorney

### M E M O R A N D U M

**To:** Scio City Council

**Date:** 2/7/2024

**From:** John Kennedy

**Subject:** Pacific Power Franchise Agreement

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Your City Manager and I have negotiated the proposed franchise agreement with Pacific Power and recommend its adoption. Discussions with Pacific Power began in August of 2023 and included a meeting with Cynthia Hansen Mifsud, Assistant General Counsel and Scott Salazar, Regional Business Manager for PacifiCorp. For informational purposes:

- As of November 2023 there were 437 PacifiCorp customers in Scio;
- The average bill is \$131.07;
- The City received approximately \$23,000 in 2022 and \$26,000 in 2023 in franchise fees based on a franchise fee of 3.5 percent;
- Increasing the franchise fee from 3.5 to 7 percent would increase the yearly franchise fee income to approximately \$52,000.

To be clear, the franchise fee is paid by Scio customers, not PacifiCorp. Increasing the franchise fee by 3.5% would cost the average Scio customer \$4.58 per month.

The general concept of franchise fees is to reimburse the City for use of the City's Right-of-Way by the utility. Additionally, the fees provide needed funding for public infrastructure including roads and sidewalks. While Staff recommends an increase from 3.5 to 7 percent franchise fee, it is ultimately the decision of City Council.





# City Of Scio, Oregon



ORDINANCE NO. 628

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## AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO PACIFICORP

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**WHEREAS**, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Scio (the “City”) and other surrounding areas;

**WHEREAS**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

**WHEREAS**, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

**NOW, THEREFORE**, be it ordained by the City:

**SECTION 1. Grant of Franchise and General Utility Easement.** The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**SECTION 2. Term.** The term of this Franchise and General Utility Easement is for ten (10) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Acceptance by PacifiCorp.** Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp’s Electric Facilities or PacifiCorp’s rights granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien is caused by any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 7. Annexation.**

**7.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**7.2 Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center  
P.O. Box 400  
Portland, Oregon 97202-0400

With a copy to:  
PacifiCorp  
Attn: Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

## **SECTION 8. Planning, Design, Construction and Installation of Company Facilities.**

**8.1** All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**8.2** Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

**8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**8.4** If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

**8.5** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the

National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

**8.7** PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

**8.8** Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

**8.9** No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

**8.10** PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

## **SECTION 9. Relocation of Electric Facilities.**

**9.1** The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

**9.2** PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power  
Attn: Estimating Department  
830 Old Salem Road  
Albany, Oregon 97321

**SECTION 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 12. Compensation.**

**12.1** In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

**12.2** The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

**SECTION 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period

of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

**SECTION 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

**SECTION 17. Non-Contestability--Breach of Contract.**

**17.1** Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**17.2** In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 20. Waiver of Jury Trial and Venue.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. Venue for any dispute shall be in the Circuit Court for Linn County, Oregon.

**PASSED by the City Council of the City of Scio, Oregon this 12<sup>th</sup> day of February, 2024.**

**MAYOR**

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**ATTEST:**

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**CITY MANAGER**



# **Agenda Item 4**



*Legal*

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John Kennedy, City Attorney

M E M O R A N D U M

**To:** Scio City Council

**Date:** 2/7/2024

**From:** John Kennedy

**Subject:** Nuisance Ordinance

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The Proposed Ordinance replaces the current nuisance code. The purpose is to make code enforcement and nuisance abatement easier as well as bringing the code in compliance and consistent with state law.



# *City Of Scio, Oregon*



## **ORDINANCE NO. 629**

### **AN ORDINANCE REPEALING AND REPLACING SECTION 20 OF THE SCIO MUNICIPAL CODE REGARDING NUISANCES**

**Whereas**, the City of Scio is charged with protecting the health, safety and general welfare of the Citizens of Scio;

**Whereas**, the Scio Nuisance Ordinance, Ordinance 446, codified at Chapter 20 of the Scio Municipal Code, regulates the prohibition of nuisances in the City of Scio;

**Whereas**, public nuisances degrade the environment of the city because it is harmful to the health, welfare, and safety of its inhabitants and visitors; it interferes with comfortable enjoyment of life and property; it interferes with the well-being, tranquility, and privacy of the citizens; and can cause and aggravate health problems;

**Whereas**, the effective control and elimination of nuisances are essential to the health and welfare of the city's inhabitants and visitors to conduct the normal pursuits of life, including recreation, work, and communications;

**Whereas**, the Scio City Council has determined that the Nuisance ordinance should be updated and replaced in order to assist code enforcement and building officials to adequately address nuisances to better preserve the peace, tranquility and enjoyment of Scio residents;

### **WHEREFORE, THE CITY OF SCIO DOES ORDAIN AS FOLLOWS:**

1. Scio Ordinance 446, Chapter 20, is repealed and replaced as set forth in Exhibit A.
2. This Ordinance shall be referred to as the Scio Nuisance Ordinance.
3. An emergency is hereby declared and this Ordinance shall take effect immediately upon passage.

This Ordinance was passed on the 12th day of February 2024 by the City Council and executed by the Mayor this 12<sup>th</sup> day of February 2024.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM

Date: \_\_\_\_\_ By: \_\_\_\_\_  
JOHN E. KENNEDY, City Attorney

## **EXHIBIT A**

### **Section 20-1 - Definitions.**

Unless the context of this chapter or other provisions of this code requires otherwise, the following mean:

A. "Owner" means:

1. Any person, agent, firm, corporation, association or partnership, including a mortgagee in possession in whom is vested:

- a. All or part of the legal title to the property, or
- b. All or part of the beneficial ownership and a right to present use and enjoyment of the premises; or

2. An occupant of that structure.

B. "Person" means every natural person, firm, partnership, association or corporation.

C. "Person in charge of property" means any owner, agent, lessee, contract purchaser, or other person having the possession or control of property, both real and personal.

D. "Public place" means any building, place or accommodation, whether publicly or privately owned, open and available to the general public.

E. "Residence" means any building which is used primarily for the habitation of any person. The term "residence" also includes any outbuildings located at the same location as a residence, such as a garage (whether or not attached to the residence), storage shed, or other like structures.

F. "Graffiti" means any unauthorized markings of paint, ink, chalk, dye or other similar substance which is visible from premises open to the public, and that have been placed upon any real or personal property such as buildings, fences, structures, or the unauthorized etching or scratching of such described surface where the markings are visible from premises open to the public; such as public rights-of-way or other publicly-owned property.

G. "Graffiti nuisance property" means property upon which graffiti has been placed and such graffiti has been permitted to remain for more than ten days after the property owner of record has been issued notification.

H. "Premises" means the area around a Residence that is not a building or outbuilding.

### **Chapter 20-2 - Declaration of acts—Abatement.**

The acts, conditions or objects specifically enumerated and defined in this chapter are declared to be public nuisances and such acts, conditions or objects are subject to the enforcement provisions of this code or Oregon Law.

**Chapter 20-3 - Public health nuisances prohibited.** No Person in charge of property shall permit or cause a nuisance affecting public health on such property.

A. The acts, conditions or objects specifically enumerated and defined in this chapter are declared public nuisances; and such acts, conditions or objects may be abated by the procedures set forth in this chapter and shall be subject to the enforcement provisions of this code, or by procedures set forth in Oregon law for public nuisances.

B. In addition to the nuisances specifically enumerated within this chapter, any condition, thing, substance, or activity which is detrimental to, injurious to, or constitutes a danger to the public health, safety, or welfare is declared to be a nuisance and is subject to the enforcement procedures set forth in this ordinance.

C. A condition, thing, substance, or activity declared to be a nuisance by another ordinance of this city is subject to the abatement procedures of this chapter, if no abatement procedures are provided by such ordinance and subject to the enforcement provisions of this code.

**Chapter 20-4 - Refuse accumulations.**

Accumulations of debris, trash, rubbish, manure and other refuse that are not removed within a reasonable time are a nuisance affecting the public health and are subject to the enforcement provisions of this code. In no event shall a "reasonable time" be construed to mean more than fifteen days.

**Chapter 20-5 - Water pollution.**

Pollution of a body of water, well, spring, stream or drainage ditch by sewage, industrial wastes or other substances placed in or near such water in a manner that will cause harmful material to pollute the water is a nuisance affecting the public health and is subject to the enforcement provisions of this code.

**Chapter 20-6 - Odorous or unsanitary premises.**

Premises which are in such a state or condition as to cause an offensive odor or which are in an unsanitary condition are a nuisance affecting the public health and are subject to the enforcement provisions of this code.

**Chapter 20-7 - Surface water drainage.**

No person in charge of any building or structure shall suffer or permit rainwater to fall from any such building or structure onto any street or sidewalk or to flow across such sidewalk, and every such person in charge shall at all times keep and maintain in a proper state of repair adequate drainpipes or a drainage system so that any overflow water accumulating on the roof or about such building will not be carried across or upon any sidewalk, or the property of another person.

**Chapter 20-8 - Drainage.**

Drainage of liquid wastes from private premises is a nuisance affecting the public health and is subject to the enforcement provisions of this code.

#### **Chapter 20-9 - Cesspools or septic tanks.**

Cesspools or septic tanks which are in an unsanitary condition or which cause an offensive odor are a nuisance affecting the public health and are subject to the enforcement provisions of this code.

#### **Chapter 20-10 - Discarded material.**

No owner or person in charge of a Residence or Premises, or vacant lot, shall permit thereon a used motor vehicle or part thereof without a VIN, license plate or with an expired license plate, or a dismantled or wrecked motor vehicle, or any dysfunctional machinery, appliances or parts thereof, metal, glass, paper, wood or other discarded material outdoors on any street, lot or premises or in a building that is not wholly or entirely enclosed, except doors used for ingress and egress.

#### **Chapter 20-11 - Rubbish.**

No person shall deposit upon public or private property any kind of rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench, create a fire hazard or detract from the cleanliness or safety of such property.

#### **Chapter 20-12 - Open storage at residences.**

A. At a Residence or Premises, no person shall store parts of vehicles, machinery or equipment; lumber, plywood or building materials; buckets, cans or bottles; truck canopies, bicycles or toys; household furniture, and household furnishings manufactured, built or designed for inside use (out of the elements) and other personal property manufactured, built or designed for inside use or interior use (out of the elements); and personal property that is manufactured, built or designed for attachment to a structure as shutters, doors and windows, outdoors on any street, lot or premises or in a building that is not wholly or entirely enclosed, except doors used for ingress and egress.

B. At a Residence or Premises, no person shall store an appliance, such as but not limited to, a washer, dryer, icebox, freezer, refrigerator, dishwasher, stove, water heater or other household appliance or any plumbing fixture, operable or inoperable, outdoors on any street, lot or premises or in a building that is not wholly or entirely enclosed, except doors used for ingress and egress.

C. At a Residence or Premises, no person shall leave a burn barrel exposed to the public on any street, lot or premises when burn season, as declared by the Fire Marshal of the state or Scio Rural Fire Protection District, is closed.

D. At a Residence or Premises, no person shall store lumber, plywood or building materials outdoors on any street, lot or premises or in a building that is not wholly or entirely enclosed, except doors used for ingress and egress, unless each type of item is stacked in a uniform formation one upon another with edges flush.

E. At a Residence or Premises, no person shall leave oil, fuel, chemical barrels or similar containers outdoors on any street, lot or premises or in a building that is not wholly or entirely enclosed, except

doors used for ingress and egress for a period in excess of three days. This section does not prohibit barrels, containers or tanks which are attached to a residential unit and which are used as a reservoir for oil or fuel.

F. At a Residence or Premises, no person shall leave accumulations of limbs, branches, and/or brush on property for longer than one entire burn season that can be seen from the public street. This section is in addition to any other provision of this chapter or other city ordinance and not a limit thereon.

G. It shall be prima facie evidence in any trial or abatement procedure concerning this section that the offending property is inoperative, discarded or stored upon public or private property contrary to the location provisions of this section for a period in excess of the time limit specified herein, or seven days if no time limit is specified.

#### **Chapter 20-14 - Neglected or abandoned buildings or dwellings.**

Any building, including a Residence or dwelling, located within the city limits and which is neglected or abandoned or in such disrepair so as to present an eyesore, or danger to the general welfare of the community, is declared to be a nuisance and is subject to the enforcement provisions of this code. For purposes of this section, and by way of illustration, "abandoned" means, but is not limited to, uninhabited or having not been occupied or used on a regular basis for a period of six continuous months. For purposes of this section, and by way of illustration, "neglected" means, but is not limited to meaning, lacking in repairs, uninhabitable, overgrown, unsafe, unsightly, dilapidated, or existing in a condition that is or may constitute a danger to the public.

#### **Chapter 20-15 - Graffiti nuisance property.**

A. Any property, building or structure within the city which becomes a graffiti nuisance property is in violation of this chapter and is subject to nuisance abatement procedures.

B. Any persons responsible for property who permit property under their control to become a graffiti nuisance shall be in violation of this chapter and subject to its remedies. As used herein, "permit" means to knowingly suffer, allow or acquiesce by any failure, refusal or neglect.

C. Where graffiti is applied by an unemancipated minor, the parent, guardian or other person having the legal custody of the minor shall be liable for actual damages to person or property in connection with the removal of graffiti or the costs and assessments for city abatement of the nuisance.

D. Persons subject to subsections A. and B. above may, at any time, show good cause why the city should not pursue remedies thereunder such as serious illness or disability, extremely inclement weather that temporarily prevents removal of graffiti, or other extraordinary circumstances.

#### **Chapter 20-16 - Abatement not penalty.**

The abatement of a nuisance is not a penalty for violating this chapter but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance.

#### **Chapter 20-17 - Summary abatement.**

The procedure provided by this chapter is not exclusive, but is in addition to procedures provided by other ordinances; and the chief of the fire department, Linn County Sheriff's Department, Linn County Code Enforcement, or any city official may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life or property.



## **Chapter 20-18 - Penalties.**

A. Any violation of this Chapter shall be a Class C misdemeanor or Class A violation in the discretion of the citing authority.

B. A person violating any provision of this chapter shall, upon conviction, be punished by a fine not to exceed six hundred dollars. Each twenty-four-hour period that the nuisance continues constitutes a separate occurrence. It shall be within the authority of the Justice Court to require abatement of any action or condition found to be a nuisance under this chapter. It shall further be within the authority of the Justice Court to assess all costs associated with the abatement against the property owner or person responsible, in addition to any fine imposed.

## **Chapter 20-19 - Dangerous buildings, structures, and Premises.**

A. No Premises shall contain any dangerous building or structure as described in this title. Once identified and determined to be dangerous by the Building Official, all such buildings, Premises, or structures shall be repaired or demolished.

B. A dangerous building, Premises, or structure shall be considered to exist whenever any premises, building, structure, or portion thereof meets any of the following criteria to the extent that the life, health, property, or safety of the public or the building, structure, or premises' occupants are unreasonably endangered:

(i) High Loads. Whenever the stress in any materials, member, or portion of a structure, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in the Oregon Building Code and Fire and Life Safety Code for new buildings of similar structure, purpose, or location.

(ii) Weakened or Unstable Structural Members or Appendages.

1. Whenever any portion of a structure has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability is materially less than it was before such catastrophe and is less than the minimum requirements of the Oregon Building Code and Fire and Life Safety Code for new buildings of similar structure, purpose, or location; and/or

2. Whenever appendages including parapet walls, cornices, spires, towers, tanks, statuary, signs, or other appendages or structural members which are supported by, attached to, or part of a building, are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Oregon Building Code and Fire and Life Safety Code.

(iii) Buckled or Leaning Walls, Structural Members. Whenever the exterior walls or other vertical structural members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

(iv) Vulnerability to Earthquakes, High Winds.

1. Whenever any portion of a structure has wracked, warped, buckled, or has settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction; and/or

2. Whenever any portion of a building, or any member, appurtenance, or ornamentation of the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Oregon Building Code and Fire and Life Safety Code for new buildings of similar structure, purpose, or location without exceeding the working stresses permitted in the Oregon Building Code and Fire and Life Safety Code for such buildings.

(v) Insufficient Strength or Fire Resistance. Whenever any structure which, whether or not erected in accordance with all applicable laws and ordinances:

1. Has in any nonsupporting part, member, or portion, less than 50 percent of the strength or the fire-resisting qualities or characteristics required by law for a newly constructed building of like area, height, and occupancy in the same location.

2. Has in any supporting part, member, or portion less than 66 percent of the strength or the fire-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height, and occupancy in the same location.

3. This subsection does not apply to strength required to resist seismic loads. For application of seismic requirements see the Oregon Building Code.

(vi) Risk of Failure or Collapse.

1. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

2. Whenever the structure, or any portion thereof, is likely to partially or completely collapse as a result of any cause.

(vii) Demolition Remnants On-Site. Whenever any portion of a structure, including unfilled excavations, remains on a site for more than 30 days after the demolition or destruction of the structure.

(viii) Lack of Approved Foundation.

1. Where a structure is not placed on an approved foundation and no valid permit exists for a foundation for that structure.

2. For more than 90 days after issuance of a permit for a foundation for a structure, where the structure is not placed on an approved foundation.

(ix) Fire Hazard.

1. Whenever any structure is a fire hazard as a result of any cause, including but not limited to: dilapidated condition, deterioration, or damage; inadequate exits; lack of sufficient fire-resistive construction; vegetation overgrowth; faulty electric wiring, gas connections, or heating apparatus;

storage or keeping of combustibles; or any other cause that is determined by the Fire Marshal or Building Official to be a fire hazard.

2. Whenever any door, aisle, passageway, stairway, or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

3. Whenever the walking surface of any aisle, passageway, stairway, or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(x) Other Hazards to Health, Safety, or Public Welfare.

1. Whenever, for any reason, the structure, building, or premises, or any portion thereof, is manifestly unsafe for the purpose for which it is currently being used.

2. Whenever a structure, building, or premises has any of the conditions or defects to the extent that life, health, property, or safety of the public or its occupants are endangered.

(xi) Public Nuisance.

1. Whenever any Residence, structure, building, or Premises is in such a condition as to constitute a public nuisance;

2. Whenever the Residence, structure, building, or Premises has been so damaged by fire, wind, earthquake or flood or any other cause, or has become so dilapidated or deteriorated as to become:

(A) An attractive nuisance;

(B) A harbor for vagrants or criminals; or as to

(C) Enable persons to resort thereto for the purpose of committing unlawful acts.

(xii) Violations of Codes, Laws. Whenever any structure, building, or premises has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of this City, as specified in the Oregon Building Code, Fire and Life Safety Code, or any law or ordinance of this state or City relating to the condition, location, or structure of buildings.

**Chapter 20-20 - Abatement of dangerous buildings, structures, and Premises.**

All Residence, buildings, structures, or Premises, or portions thereof, which are determined after inspection by the Building Official to be dangerous as defined in this title, are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures specified herein. The Building Official, upon making such a determination, may, in addition to commencing abatement proceedings, secure the property to protect the public health, safety, and welfare pending repair or demolition.

**Chapter 20-21 - Order to vacate.**

A. If the building, structure, or premises is in such condition as to make it immediately dangerous to the life, limb, property, or safety of its occupants or the public, it shall be ordered to be vacated.

B. If the Building Official has determined that the building, structure, or premises must be vacated, the notice and order shall require that it be vacated within a time certain from the date of the order, as determined by the Building Official to be reasonable.

C. Every notice to vacate shall be posted at or upon each exit of the building and shall be in substantially the following form:

**DANGEROUS BUILDING**

**DO NOT OCCUPY**

**It is a Violation to occupy this building, or to remove or deface this notice.**

**Building Official City of Scio**

**Chapter 20-22 - Vacated buildings, structures, and premises.**

Upon posting by the Building Official, all vacated buildings, structures, and premises shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to adversely affect the public health, safety, or welfare.

**Chapter 20-23 - Abatement notice.**

A. Upon determination by the city council that a nuisance, as defined in this chapter or any ordinance of the city, exists, the city council shall forthwith cause a notice to be posted on the premises where the nuisance exists, directing the owner or person in charge of the property to abate such nuisance.

B. At the time of posting, the city manager shall cause a copy of such notice to be forwarded by registered or certified mail, with postage prepaid, to the owner or person in charge of the property at the last known address of such owner or other person.

C. The notice to abate shall contain:

(i) A description of the real property, by street address or otherwise, on which such nuisance exists.

(ii) direction to abate the nuisance within ten days from the date of notice.

(iii) A description of the nuisance.

(iv) A statement that, unless the nuisance is removed, the city may abate the nuisance and the cost of the abatement shall be a lien against the property.

(v) A statement that the owner or other person in charge of the property may protest the abatement by giving notice to the city manager within ten days from the date of the notice.

D. Upon completion of the posting and mailing, the person posting and mailing the notice shall execute and file a certificate stating the date and place of such mailing and posting.

E. An error in the name or address of the owner or person in charge of the property, or the use of a name other than that of the owner or other person, shall not make the notice void and, in such a case, the posted notice shall be sufficient.

#### **Chapter 20-23. - Abatement by the owner.**

A. Within ten days after the posting and mailing of the notice, as provided in Chapter 20-22, the owner or person in charge of the property shall remove the nuisance or show that no nuisance exists.

B. The owner or person in charge of the property protesting that no nuisance exists shall file with the city manager a written statement which shall specify the basis for so protesting.

C. The statement shall be referred to the city council as a part of the city council's regular agenda at the next succeeding meeting. At the time set for consideration of the abatement, the owner or other person may appear and be heard by the city council, and the city council shall thereupon determine whether or not a nuisance, in fact, exists and such determination shall be entered in the official minutes of the city council. The city council determination shall be required only in those cases where a written statement has been filed as provided in subsection B of this section.

D. If the city council determines that a nuisance does, in fact, exist, the owner or other person shall, within ten days after such city council determination, abate such nuisance.

#### **Chapter 20-24 - Abatement by the city.**

A. If, within the time allowed, the nuisance has not been abated by the owner or person in charge of the property, the city manager may cause the nuisance to be abated.

B. The official charged with abatement of such nuisance shall have the right, at reasonable times, to enter into or upon property to investigate or cause the removal of a nuisance.

C. The city manager shall keep an accurate record of the expense incurred by the city in abating the nuisance and shall include therein a charge of 20 percent of the expense for administrative overhead.

#### **Chapter 20-25 - Assessment of costs.**

A. The city manager, by registered or certified mail, with postage prepaid, shall forward to the owner or person in charge of the property a notice stating:

(i) The total cost of abatement, including the administrative overhead.

(ii) That the cost as indicated will be assessed to and become a lien against the property unless paid within 30 days from the date of the notice.

(iii) That if the owner or person in charge of the property objects to the cost of the abatement as indicated, the owner may file a notice of objection with the city manager not more than ten days from the date of the notice.

(iv) Upon the expiration of ten days after the date of the notice, the city council, in the regular course of business, shall hear and determine the objections to the costs to be assessed.

(v) If the costs of the abatement are not paid within 30 days from the date of the notice, an assessment of the costs as stated or as determined by the city council shall be made by resolution and shall thereupon be entered in the docket of city liens, and, upon such entry being made, shall constitute a lien upon the property from which the nuisance was removed or abated.

(vi) The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the rate of nine percent per annum. Such interest shall commence to run from date of the entry of the lien in the lien docket.

(vii) An error in the name of the owner or person in charge of the property shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

## **Chapter 21 – Abandoned Vehicles**

The City adopts the provisions of state law related to all abandoned vehicles, including but not limited to OAR 257-050-0050 and Chapter 819 of Oregon Revised Statutes.

# **City Manager Report**

**CITY MANAGERS REPORT**  
**Report Period January 4, 2024 – February 9, 2024**

Ginger Allen, City Manager

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**Safe Routes to School Project:** ODOT did a final inspection of the N.W. 1<sup>st</sup> Avenue, Safe Routes to School Program on Tuesday, February 6<sup>th</sup>. The project passed with flying colors and is now closed out. The total cost of the project ended up being:

**Resources**

Safe Routes to School Grant Funds:	\$500,000.00
Scio School District Matching Funds:	\$125,000.00
City of Scio Contingency Funds:	<u>\$ 25,000.00</u>
Total Project Funds:	\$650,000.00

**Expenses**

Grant Funds Used:	\$382,914.77
Scio School Matching Funds:	\$114,959.06
City of Scio Contingency Funds:	<u>00.00</u>
<b>Total Project Cost:</b>	<b>\$497,873.82</b>

**Reimbursements**

Unused Grant Funding	\$117,085.24
Scio School District Match Reimbursement	\$ 10,040.94
City of Scio Contingency Funds	<u>\$ 25,000.00</u>
	00.00

**City Hall Renovation:** Staff met with Scott Beck for a second round of suggested changes on the Renovation Design for Scio City Hall. In order to prepare for a third dimensional presentation to the city council the presentation date had to be pushed back to the March 11, 2024 city council meeting.

**Public Restroom Bid Documents:** The bid for the Public Restroom site development project was awarded to RJ Armstrong and Associates Construction, Inc. on January 22, 2024. All of the contract work should be completed by mid-to-late February and the site development project is scheduled for completion on or before May 15, 2024.

**City of Stayton Grant Support:** The City of Scio has been contacted by the City of Stayton requesting a letter of support for a large grant project in their Parks Department. State Park Grant applications require community and area support for their projects. I will be sending a letter of support for their efforts, along with a written statement authorizing 40 hours of labor toward the project should they be fortunate enough to receive the grant. Because Scio has such a small amount of park space, many Scio citizens go to Stayton throughout the year and utilize their parks and recreation spaces. Our support to this project not only helps Stayton but opens up even more activities to our residents.





# City of Stayton

## Department of Public Works

362 N. Third Avenue • Stayton, OR 97383  
Phone: (503) 769-2919 • Fax (503) 767-2134

January 29, 2024

GINGER ALLEN  
CITY MANAGER  
PO BOX 37  
SCIO OR 97374-0037

RE: Mill Creek Park Grant

Dear Ginger:

The City of Stayton is applying for a Large Grant through the Oregon Parks and Recreation Department to assist with the development of Phase 1 of Mill Creek Park (see enclosed map). Mill Creek Park will be a 23 acre regional park located off of Kindle Way SE, adjacent to the Stayton Intermediate/Middle School property. As you can see on the enclosed map, there are many park amenities that will be developed in phases over the coming years. Phase 1 includes a playground, restrooms, picnic shelters, and a parking area.

The City is seeking letters of support from community members, local businesses, community organizations and neighboring municipalities as part of the grant application. We are inquiring to see if your organization would be willing to provide the City with a letter of support for the Mill Creek Park Grant application. The letter would state why your organization supports the development of Mill Creek Park, with details on how your organization or community would benefit from the park and its components.

In addition to the letter of support, if your organization would like to pledge additional resources towards the construction of the park (cash, labor, or in-kind) please note the resource in the letter. We kindly ask that the letter of support be returned to our office by March 1, 2024, as we would like to include your letter with our grant application.

If you have any questions, please feel free to contact us at (503) 769-2919 or email [lludwick@staytonoregon.gov](mailto:lludwick@staytonoregon.gov) or [wcudd@staytonoregon.gov](mailto:wcudd@staytonoregon.gov).

Sincerely,

Lance Ludwick, PE  
Director of Public Works

Windy Cudd  
Office Specialist

*THE CITY OF STAYTON IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER*

**POLICE**  
386 N. THIRD AVENUE  
STAYTON, OR 97383  
(503) 769-3423  
FAX (503) 769-7497

**PLANNING**  
362 N. THIRD AVENUE  
STAYTON, OR 97383  
(503) 769-2998  
FAX (503) 767-2134

**PUBLIC WORKS**  
362 N. THIRD AVENUE  
STAYTON, OR 97383  
(503) 769-2919  
FAX (503) 767-2134

**WASTEWATER**  
950 JETTERS WAY  
STAYTON, OR 97383  
(503) 769-2810  
FAX (503) 769-7413

**LIBRARY**  
515 N. FIRST AVENUE  
STAYTON, OR 97383  
(503) 769-3313  
FAX (503) 769-3218



