



595 Main Street, Aumsville, OR 97325
Office: (503) 749-2030 ~ FAX: (503) 749-1852
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PUBLIC MEETING NOTICE

CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, October 25, 2021

A G E N D A

1) CALL TO ORDER: 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Presentation:** Cascade School District – State of the District by Darin Drill and Cyndi Ganfield
- b) **Public Comment:** Council will conduct the meeting in-person and via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes and only for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on October 25, 2021.
- c) **Visitors: Visitors can attend in-person or online.** For information about how to attend the meeting online, please visit our website <https://www.aumsville.us/citycouncil/page/city-council-regular-meeting-78> or email crogers@aumsville.us to request log-in instructions.

3) CONSENT AGENDA: Action

- a) October 11, 2021 Council Meeting Minutes

4) PUBLIC HEARING: None

5) OLD BUSINESS: None

6) NEW BUSINESS: (Action) A supplemental Budget will be Considered

- a) Intergovernmental Agreement – Between Department of Land Conservation and the city of Aumsville for FEMA Grant funds
- b) Resolution No. 17-21 A RESOLUTION AUTHORIZING THE CITY TO DISTRIBUTE FUNDS DONATED AND RAISED BY THE CORN FESTIVAL EVENT TO LOCAL COMMUNITY GROUPS PROVIDING SERVICES WITHIN THE CITY OF AUMSVILLE

SERVICE AREA

- c) Resolution No. 18-21 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND (Corn Festival Revenue Distribution)
- d) Resolution No. 19-21 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND (Grant Appropriations)

7) CITY ADMINISTRATOR REPORT: (Information)

- a) Review Check Register October 14, 2021 through October 15, 2021

8) MAYOR AND COUNCILORS REPORTS

9) GOOD OF THE ORDER: Other Business May Come Before the Council at This Time

10) CORRESPONDENCE: None

11) EXECUTIVE SESSION: The council will meet under the authority of: ORS 192-660(2)(e), to carry on negotiations under ORS chapter 293 deliberation with persons designated by the governing body to negotiate real property transactions; and (f) to consider information or records that are exempt by law from public inspection.

This is an executive session and the discussion is off the record, matters discussed are not to be disclosed. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the Session as previously announced. No decision may be made in Executive Session.

At the end of the Executive Session, the Council will return to Open Session.

12) EXECUTIVE SESSION OUTCOME

13) ADJOURNMENT

The City of Aumsville does not and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.



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AUMSVILLE CITY COUNCIL

Minutes – October 11, 2021

Mayor Derek Clevenger called the meeting to order at 7:00 PM. Present in person were Mayor Clevenger, Councilor Angelica Ceja, City Administrator Ron Harding, and City Clerk Colleen Rogers. Councilors Nico Casarez, Doug Ecclestone, Della Seney, and Walter Wick joined via Zoom Conference call. Council absent: Councilor Scott Lee. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Casarez moved to approve the agenda as presented by staff. Councilor Wick seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Seney, Wick, and Mayor Clevenger. No: None.)

PRESENTATIONS: None

VISITORS AND PUBLIC COMMENT: There were no online attendees and no in-person attendees. There was no public comment. Login information was provided for members of the community to make public comment at this time and listen to the discussion.

CONSENT AGENDA: Council reviewed the September 27, 2021 Council meeting minutes. Councilor Seney moved to approve the consent agenda as presented. Councilor Ecclestone seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Seney, Wick, and Mayor Clevenger. No: None.)

PUBLIC HEARING: None

OLD BUSINESS: None

NEW BUSINESS: None

City Administrator Report: CA Harding commented that he sent his written report out to Council prior to the meeting for review. He asked if Council had any questions about the report.

There were no questions or discussion. The report will be posted on the city website with the meeting video and other packet materials.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Mayor Clevenger asked if there were any reports or initiatives from Council. There were none.

There being no further business or discussion Mayor Clevenger adjourned the meeting without prejudice at 7:03 PM

Derek Clevenger, Mayor

Ron Harding, City Administrator



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STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City administrator

SUBJECT: Hazard Mitigation Intergovernmental Agreement (IGA)

RECOMMENDATION: Authorize the intergovernmental agreement between the State of Oregon and the City of Aumsville for technical hazard mitigation assistance under ORS 190.110

BACKGROUND: Federal Emergency Management Association (FEMA) has several programs and requirements to qualify for FEMA funds and grants. The city has previously approved a joint interagency hazard mitigation plan and submitted it for approval by FEMA, which was approved. This year, Department of Land Conservation and Development (DLCD) representing the State of Oregon offers technical assistance to help cities meet the requirements of approving these plans to qualify for mitigation grants under the FEMA programs. This assistance is funded from a FEMA grant with a local match.

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

Under this agreement, the City of Aumsville will designate a representative to participate in the planning process. Each jurisdiction party to the agreement will need to contribute in-kind contributions as needed to complete the project.

MOTION:

- Authorize the intergovernmental agreement between the State of Oregon and the City of Aumsville for technical hazard mitigation assistance under ORS 190.110

- Authorize the intergovernmental agreement between the State of Oregon and the City of Aumsville for technical hazard mitigation assistance under ORS 190.110 with modifications by:
- Move to remand back to staff for revisions as directed.

INTERGOVERNMENTAL AGREEMENT

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

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

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

3. Background

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

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

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

4. Purpose

The purposes of this Intergovernmental Agreement are to:

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

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

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

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

Specific DLCD responsibilities include:

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

(b) Responsibilities of City.

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

6. Compensation and Costs

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

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

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

7. Project Contacts

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

| | |
|--|---|
| <p>DLCD's Project Contact is:</p> <p>Tricia Sears Natural Hazards Planner Oregon Department of Land Conservation and Development 635 Capitol St NE, Suite 150 Salem, OR 97301 503-428-0496 Tricia.sears@dlcd.oregon.gov</p> | <p>City of Aumsville's Project Contacts are:</p> <p>Matt Etzel, Public Works Damian Flowers, Police Sergeant Richard Schmitz, Police Chief</p> <p>City of Aumsville 595 Main St. Aumsville, Oregon 97325</p> <p>Matt Etzel #503-749-1185 metzel@aumsville.us</p> <p>Damian Flowers #503-749-2188 dflowers@aumsville.us</p> <p>Richard Schmitz #503-749-2188 rschmitz@aumsville.us</p> |
|--|---|

8. Termination

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

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. City shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability, or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

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

11. Representations and Warranties

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

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

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

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally

privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Parties (the “Other Parties”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties’ contribution obligation under this Agreement with respect to the Third Party Claim.

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

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

14. Subcontracting and Assignment

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

15. Governing Law, Consent to Jurisdiction

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

16. Indemnification

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

17. Insurance

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

18. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be

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

19. Compliance With Law

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

20. Force Majeure

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

21. No Third Party Beneficiary

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

22. Merger, Waiver and Modification

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

23. Amendments

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

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

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

(b) Copyright.

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

25. Survival

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

26. Interpretation

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

27. Counterparts

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

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

CITY OF AUMSVILLE

Ron Harding, City Manager

Date

Date

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

Jim Rue, Director

Date

Exhibit A: Scope of Work

Marion County

Multi-Jurisdictional Natural Hazards Mitigation Plan

(MJNHMP or MJHMP) Update for:

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

Scope of Work

PROJECT DESCRIPTION

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

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

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

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

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

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

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

PHASE 1: ORGANIZE

Purpose

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

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

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

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: April 2021

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

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

DELIVERABLES

DLCD 1. Draft SOW

Target Date: April 2021

Task 3: Develop a Project Schedule

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

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

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities;

agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: April 2021

Task 4 Coordinate with COUNTY

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

Meet remotely or in person with COUNTY and:

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

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

| Responsibility/Task | DLCD | COUNTY | CITIES | SPECIAL DISTRICTS |
|--|--------|--------|--------|-------------------|
| Steering and Technical Advisory Committee Meetings | | | | |
| • Prepare and distribute agenda 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings. | X | Assist | Assist | Assist |
| • Prepare handouts. If appropriate, distribute handouts 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings. | X | Assist | Assist | Assist |
| • Provide language for public notice of meetings if requested. | X | Assist | | |
| • Lead and facilitate meetings. | X | Assist | | |
| • Prepare and distribute meeting notes. | X | | | |
| • Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions. | Assist | X | X | X |
| Public Engagement Program | | | | |
| • Execute Public Engagement Program. | Assist | X | X | X |
| • Lead public engagement meetings and events. | Assist | X | X | X |
| • Facilitate public engagement meetings and events. | X | Assist | Assist | Assist |
| • Provide public notice of meetings and events through a variety of means. | Assist | X | X | X |
| • Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process. | Assist | X | X | X |
| Plan Development | | | | |
| • Gather hazard and vulnerability data, existing plans, studies, reports, and technical information. | X | X | X | X |
| • Provide information on climate change and its influence on hazards. | X | | | |
| • Provide GIS services. | Assist | X | X | X |
| • Update the critical infrastructure and lifelines. | Assist | x | | |
| • Provide assessor data, and Planning and Development information. | | X | x | |
| • Provide other data and information. | Assist | X | X | X |
| • Analyze data. | X | Assist | Assist | Assist |
| • Write plan sections. | X | Assist | Assist | Assist |
| • Review plan sections. | X | X | X | X |
| • Edit plan sections. | X | Assist | Assist | Assist |
| • Finalize plan. | X | | | |
| Administrative Functions | | | | |
| • Publish notice of meetings and events 7-10 days prior to date of occurrence. | | X | X | X |

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

DELIVERABLES

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

Target Date: May and June 2021

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities, special districts, and others to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

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

DELIVERABLES

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

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

Task 6 Hold Organizational SC Meeting

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

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

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

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

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

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule
 3. Final SC Roster
 4. Final Stakeholder or TAC Roster

5. Final Table 1, Allocation of Basic Responsibilities and Tasks
6. Final Communication Protocol
7. Final Public Engagement Plan
8. Cost Share Documentation Forms and Instructions

Target Date: July – August 2021

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

Target Date: July - August 2021

PHASE 2: UPDATE THE MARION COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

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

Task 7 Review and Update the Risk Assessment

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

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

- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

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

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

Target Date: August - December 2021

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

Target Dates: August – December 2021

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

Target Dates: August – December 2021

Task 8 Public Review of Risk Assessment

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

DELIVERABLES

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

Target Date(s): August – December 2021

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

Target Date: August – December 2021

DLCD 1. Final comment and response matrix

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

Target Date: December 2021 – January 2022

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the mitigation strategy will:

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

Deliverables

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

Target Date: August – December 2021

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

Target Dates: August – December 2021

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

Target Dates: August – December 2021

Task 10 Review and Update the Plan Maintenance Process

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

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

DELIVERABLES

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

Target Date(s): August – December 2021

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

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

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

DELIVERABLES

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

Target Date(s): December 2021 – January 2022

March – April 2022

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

Target Date: December 2021 – January 2022

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

Target Date: January 2021

Task 12 Document the Planning Process

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

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

DELIVERABLES

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

Target Date(s): August 2021 – January 2022

Task 13 Review and Update Remaining Chapters

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

DELIVERABLES

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

Target Date(s): August 2021 – March 2022

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA's

“Approvable Pending Adoption” letter; evidence of adoption by each jurisdiction; FEMA’s final approval letters; and FEMA’s final Local Mitigation Plan Review Tool.

DELIVERABLES

DLCD 1. Finalized Draft MJNHMP

Target Date: August 2021 – March 2022

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

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

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

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

Task 15 Submit Draft MJNHMP for State and Federal Review

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

DELIVERABLES

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

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

Task 16 Adopt Final Draft MJNHMP

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

DELIVERABLES

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

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

BUDGET

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

COST SHARE

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



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City Administrator

SUBJECT: Approve Resolution 17-21 authorizing the distribution of proceeds from the 2021 Corn Festival.

RECOMMENDATION: Approve resolutions 17-21 authorizing the distribution of proceeds from the 2021 Corn Festival.

BACKGROUND:

The City Council directed staff to plan and host the 2021 Aumsville Corn Festival. The planning group wanted to provide a family-friendly event following traditional event themes while enhancing the user experience and with fewer volunteers. Although attendance was down from previous years, the Corn Festival proved to be very positive and successful in accomplishing our goals.

The City received very positive responses from the community regarding the two days of events, including the "Party in the Park" for adults and increased family activities on Saturday. These events included free pony rides, a corn maze, and a magic show, and wandering balloon artists. The City also was host to the Main Street parade and a skateboard competition that was added last minute.

The list of events helped the city leverage sponsors for all four events. After all of the expenses, the City planned events raised an additional \$18,000 after costs. The City did need to purchase all new materials and equipment and did not rely on past Corn Festival materials with some minor exceptions. The City also bought new corn cookers, the inflatable corn maze, mascot costume, and fold-up tables. These capital purchases are not included in the expense category. In total, these capital items cost over \$8,000.00. Not all of these items will be used exclusively for the Corn Festival, and the staff is not recommending considering these items as part of the total expenses.

The council and planning committee desire that any additional proceeds be distributed to the various groups who helped us successfully execute the event and or who supported our event in other ways.

The resolution includes a distribution allocation based on the level of support, number of participants, or length of activity. We feel the grants are representative of the groups and the amount of funds to distribute. The totals equal around \$14,000, and staff recommends partially reimbursing the City for some of the capital or around \$4,000.00. The allocations feel fair considering the amount of staff time planning and working at the actual events are not covered or used as an expense but paid by the City as their contribution to the event.

There are a couple of parameters required by law for the City to distribute money to outside agencies. One of those parameters is that the group receiving the funds uses the funds to provide service within the City. All of the groups outlined in the resolution provide some services within the City. The funds can be used to support the group's expenses that enable them to help residents within the City, so the funds may not be used directly within a program or product. The other requirement is that the council has budgeted and provided authority to distribute the funds. With a budget amendment addressing the actual income and expenses of the Corn Festival as a separate action, we would have accomplished this requirement.

MOTION:

- Move to approve Resolution 17-21 allocation and distribute proceeds from the 2021 Corn Festival to participating groups.
- Move to approve Resolution 17-21 allocation and distribute proceeds from the 2021 Corn Festival to participating groups as amended by:
- Move to remand back to staff for revisions as directed.

RESOLUTION NO. 17-21

A RESOLUTION AUTHORIZING THE CITY to Distribute Funds Donated and Raised by the Corn Festival Event to Local Community Groups providing Services within the City of Aumsville Service Area.

WHEREAS the City Council directed city staff to host the Aumsville Corn Festival comprising to four separate but conjoined events to create community activities and promote wellbeing; and

WHEREAS the City Council recognizes that in order to successfully execute these events we need support and cooperation from many different groups within the community; and

WHEREAS, the City Council wishes to use the proceeds from the August 22-23, 2021 Corn Festival event to support community services offered within Aumsville, Oregon by the Aumsville Community Theatre, Aumsville Historical Society, Boy Scout Troop 405, Cascade School District, Girl Scout Troop 11890, Mama’s Community Market, Marion County Search and Rescue, Service Integration Team (SIT) and the Aumsville Exchange Club.

NOW, THEREFORE, THE CITY OF AUMSVILLE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Administration and Distribution of Proceeds from the 2021 Corn Festival Event

The City Council of the City of Aumsville hereby authorizes the City Administrator or the Administrator’s designee to administer the distributions as allocated in exhibit A attached.

SECTION 2. Effective Date

This Resolution shall take effect immediately upon approval.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL OF THE 25th DAY OF October 2021.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator

Exhibit "A"

Corn Festival Distribution of Funds

| | |
|---|-------------------|
| 1. Aumsville Community Theatre 383 N 3 rd Ave Stayton, OR 97383 | \$500.00 |
| 2. Aumsville Historical Society 599 Main St Aumsville, OR 97325 | \$750.00 |
| 3. Boy Scout Troop 405 140 Spruce Ct Aumsville, OR 97325 | \$500.00 |
| 4. Cascade School District 10226 Marion Rd SE Turner, OR 97392 | \$1,000.00 |
| 5. Girl Scout Troop 11890 895 Cleveland Aumsville, OR 97325 | \$1,000.00 |
| 6. Mama's Community Market 10153 Mill Creek Rd Aumsville, OR 97325 | \$1,250.00 |
| 7. Marion County Search and Rescue PO Box 14500 Salem, OR 97309 | \$3,000.00 |
| 8. Service Integration Team Attn: Melissa Baurer 1410 N 10 th Ave. Stayton, OR 97383 | \$2,000.00 |
| 9. The Aumsville Exchange Club PO Box 810 Aumsville, OR 97325 | \$4,000.00 |

AGREEMENT
Between the City of Aumsville and Aumsville Community Theatre

This document is an Agreement between Aumsville Community Theatre, a nonprofit corporation, located at 383 North 3rd Avenue Stayton, Oregon, 97383, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

Aumsville Community Theatre is a nonprofit entity, organized for the purpose of supporting the community with performative arts and volunteerism, to enhance the livability of Aumsville residents.

The City would like to support the services offered to the City of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes the roles and responsibilities each party will have in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Aumsville Community Theatre in exchange for Aumsville Community Theatre providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Aumsville Community Theatre:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Aumsville Community Theatre \$500.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by Aumsville Community Theatre members, officers, and agents, including volunteers, shall remain under the Aumsville Community Theatre sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Aumsville Community Theatre.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Aumsville Community Theatre: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Aumsville Historical Society

This document is an Agreement between Aumsville Historical Society, a nonprofit corporation located at 599 Main Street Aumsville, Oregon, 97325, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325, entered on the date listed below.

RECITALS

Aumsville Historical Society is a nonprofit entity, organized for the purpose of supporting the community by offering heritage and historical preservation and volunteerism to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes each party's roles and responsibilities in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Aumsville Historical Society in exchange for Aumsville Historical Society providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Aumsville Historical Society:**
 - a. Volunteered services which benefited the 2021 Aumsville Corn Festival. They also provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Aumsville Historical Society \$750.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by Aumsville Historical Society members, officers, and agents, including volunteers, shall remain under the Aumsville Historical Society sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Aumsville Historical Society.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Aumsville Historical Society: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Boy Scout Troop 405

This document is an Agreement between Boy Scout Troop 405, a service organization located at 140 Spruce Court Aumsville, Oregon, 97325, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

Boy Scout Troop 405 is a service organization, organized for the purpose of supporting the community with community service and volunteerism, to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes the roles and responsibilities each party will have in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Boy Scout Troop 405 in exchange for Boy Scout Troop 405 providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Boy Scout Troop 405:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Boy Scout Troop 405 \$500.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by Boy Scout Troop 405 members, officers, and agents, including volunteers, shall remain under the Boy Scout Troop 405 sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Boy Scout Troop 405.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Boy Scout Troop 405: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Cascade School District

This document is an Agreement between Cascade School District, a school district located at 10226 Marion Road Southeast Turner, Oregon 97392, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon 97325 entered on the date listed below.

RECITALS

Cascade School District is a school district, organized for the purpose of supporting the community by educating youth, to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes each party's roles and responsibilities in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Cascade School District in exchange for Cascade School District providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Cascade School District:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Cascade School District \$1,000.00 one-time on or after November 1, 2021, for the services set out in 3 above.
- 5. Independent Contractor.** Any services provided by Cascade School District

members, officers, and agents, including volunteers, shall remain under the Cascade School District sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Cascade School District.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Cascade School District: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Girl Scout Troop 11890

This document is an Agreement between Girl Scout Troop 11890, a service organization located at 895 Cleveland Street Aumsville, Oregon, 97325, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

Girl Scout Troop 11890 is a service organization, organized for the purpose of supporting the community by offering community service and volunteerism, to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes the roles and responsibilities each party will have in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Girl Scout Troop 11890 in exchange for Girl Scout Troop 11890 providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Girl Scout Troop 11890:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide community service for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Girl Scout Troop 11890 \$1,000.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by Girl Scout Troop 11890 members, officers, and agents, including volunteers, shall remain under the Girl Scout Troop 11890 sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Girl Scout Troop 11890.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Girl Scout Troop 11890: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Mama's Community Market

This document is an Agreement between Mama's Kitchen, a nonprofit corporation located at 10153 Mill Creek Rd Aumsville, Oregon, 97325, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325, entered on the date listed below.

RECITALS

Mama's Kitchen is a nonprofit entity organized to support the community by providing food bank services and volunteerism to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and consider their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This Agreement establishes each party's roles and responsibilities in conjunction with events held in the city and assists the community where appropriate. The City would like to provide monetary support to Mama's Community Market in exchange for Mama's Community Market providing services for City events and the public.
- 2. Term.** This Agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Mama's Community Market:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide food bank services to benefit the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Mama's Community Market \$1,250.00 one-time on or after November 1, 2021, for the services set out in 3 above.
- 5. Independent Contractor.** Any services provided by Mama's Community

Market members, officers, and agents, including volunteers, shall remain under the Mama's Community Market's sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Mama's Community Market.

6. No Third-Party Beneficiary. The provisions of this Agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This Agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals who are executing this agreement warrant that they have full authority to enforce this Agreement.

The undersigned agrees that this Agreement and its provisions will be effective on the ___ day of _____, 2021.

Mama's Community Market: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Marion County Search and Rescue

This document is an Agreement between Marion County Search and Rescue, a service organization located at PO Box 14500 Salem, Oregon, 97309, and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

Marion County Search and Rescue is a service organization, organized for the purpose of supporting the community by offering search and rescue services and volunteerism, to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes the roles and responsibilities each party will have in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Marion County Search and Rescue in exchange for Marion County Search and Rescue providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Marion County Search and Rescue:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Marion County Search and Rescue \$3,000.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by Marion County Search and Rescue members, officers, and agents, including volunteers, shall remain under the Marion County Search and Rescue sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Marion County Search and Rescue.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Marion County Search and Rescue: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and Service Integration Team

This document is an Agreement between Service Integration Team, a nonprofit corporation located at 1410 North 10th Avenue Stayton, Oregon, 97383 and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

Service Integration Team is a nonprofit entity organized to supporting the community by offering community support services and volunteerism to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes each party's roles and responsibilities in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to Service Integration Team in exchange for Service Integration Team providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. Service Integration Team:**
 - a. Volunteer services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay Service Integration Team \$2,000.00 one-time on or after November 1, 2021, for the services set out in 3 above.
- 5. Independent Contractor.** Any services provided by Service Integration Team

members, officers, and agents, including volunteers, shall remain under the Service Integration Team sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of Service Integration Team.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

Service Integration Team: _____

City of Aumsville: _____
Mayor Clevenger

AGREEMENT
Between the City of Aumsville and The Aumsville Exchange Club

This document is an Agreement between The Aumsville Exchange Club, a nonprofit corporation located at P.O. Box 810, Aumsville, OR 97325 and the City of Aumsville (City), an Oregon municipal corporation located at 595 Main Street Aumsville, Oregon, 97325 entered on the date listed below.

RECITALS

The Aumsville Exchange Club is a nonprofit entity organized to supporting the community by offering community support services and volunteerism to enhance the livability of Aumsville residents.

The City would like to support the services offered to the city of Aumsville and in consideration of their assistance in assisting with our Corn Festival event.

The Parties desire to enter into an agreement outlining the terms and conditions by which the Parties will continue to work in concert to support city residents and events for the benefit of the city.

AGREEMENT

- 1. Purpose.** This agreement establishes each party's roles and responsibilities in conjunction with events that are held in the city and assists the community where appropriate. The City would like to provide monetary support to the Aumsville Exchange Club in exchange for the Aumsville Exchange Club providing services for City events and the public.
- 2. Term.** This agreement is effective from the date executed by both parties until no later than June 30th, 2022.
- 3. The Aumsville Exchange Club:**
 - a. Volunteered services at the 2021 Corn Festival and will continue to provide services for benefit of the City of Aumsville, residents, and businesses.
- 4. The City will:**
 - a. Pay the Aumsville Exchange Club \$4,000.00 one-time on or after November 1, 2021, for the services set out in 3 above.

5. Independent Contractor. Any services provided by the Aumsville Exchange Club members, officers, and agents, including volunteers, shall remain under the Aumsville Exchange Club sole supervision and control and are not nor shall be construed as an agent, employee, or officer of the City. The City's employees, officers, or agents shall remain solely under the City's supervision, control and are not nor shall be construed an agent, employee, or officer of the Aumsville Exchange Club.

6. No Third-Party Beneficiary. The provisions of this agreement are personal to the Parties and do not create any third-party beneficiary rights.

7. Construction and Interpretation. This agreement is entered into and shall be construed consistent with the laws of the State of Oregon.

8. Warrant of Authority. The individuals executing this agreement warrant that they have full authority to execute this agreement.

The undersigned agree that this Agreement and all its provisions becoming effective the ___ day of _____, 2021.

The Aumsville Exchange Club: _____

City of Aumsville: _____
Mayor Clevenger



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City Administrator
Joshua Hoyer, Finance Officer

Date: October 25, 2021 City Council Meeting

SUBJECT: Budget Amendments

RECOMMENDATION: Staff requests authorization to process various budget amendments to account for unanticipated revenues and expenses to date.

BACKGROUND: The City has experienced an influx of revenues and expenses which were unexpected at the time the budget was created.

First, the **2021 Corn Festival** results were incredibly favorable. A combination of event proceeds, corn sales, and sponsorships from local businesses led to gross revenues which will be \$16,000 higher than expected after receiving the remaining \$2,000 pledged by Republic Services and Pacific Power. About \$3,000 of these revenues occurred before the end of the previous fiscal year, so they are already in this year's beginning cash balance. Expenses came in almost \$4,000 under budget. Net income for the event was a little over \$19,500. The City has opted to distribute \$14,000 of the net proceeds to various service groups in the community, and to retain the remainder to help fund future events. The increased community support also enabled the City to purchase additional equipment for the event, which will be used annually at future Corn Festivals. This extra expense was also unanticipated in the budget, so an amendment to the current appropriations is requested. To account for all the changes, a total of \$13,000 should be added to Corn Festival Income (010-421). Of this additional revenue, \$11,000 would be allocated to the Corn Festival Expenses (010-639) line, with the remaining \$2,000 added to the Equipment (010-800) line.

Next, The City has been awarded two grants in support of the tiny business village project (Maude's), \$6,000 from Pacific Power and \$22,316 from T-Mobile. These grants have provided the City with extra flexibility to enhance the quality of the project, but need to be appropriated into the budget.

Finally, DLCD has awarded the City with a \$20,000 grant to aid in the process of expanding the UGB to include the Eastside Park property. This needs to be added to Miscellaneous Grants and appropriated to the Planning and Zoning (010-606) line in the budget for use in the fiscal year.

CURRENT SITUATION: ORS 294.338(2) authorizes appropriation of unanticipated donations and grants by resolution of the governing body. Since the Corn Festival revenues were a mixture of sponsorships, fees and sales, the excess proceeds can only be retained in the ending cash balance. To enable spending of these funds, we will need to transfer appropriations from Operating Contingency. ORS 294.463(2) allows for transfers from contingency up to 15% of total appropriations in the fund.

The impact on the 2021-22 fiscal year budget would be as follows:

| GENERAL FUND | | | |
|----------------------------------|------------------------|--------------------------|------------------------|
| | Current Appropriations | Change in Appropriations | Amended Appropriations |
| Corn Festival Income (010-421) | 25,000 | 13,000 | 38,000 |
| Miscellaneous Grants (010-424) | 20,200 | 48,316 | 68,516 |
| Resources | 2,232,918 | 61,316 | 2,294,234 |
| | | | |
| Planning and Zoning (010-606) | 45,000 | 20,000 | 60,000 |
| Corn Festival Expenses (010-639) | 25,000 | 11,000 | 36,000 |
| Equipment (010-800) | 15,000 | 2,000 | 17,000 |
| Capital Projects (010-804) | 100,000 | 28,316 | 118,316 |
| Operating Contingency | 249,834 | (13,000) | 236,834 |
| Reserved for Future Expenditure | 317,518 | 13,000 | 330,518 |
| Requirements | 2,232,918 | 61,316 | 2,294,234 |

Council Options

1. Approve Resolution 18-21 and 19-21 to modify budget appropriations as outlined.
2. Reject Resolutions 18-21 and 19-21.
3. Remand either Resolution to staff for revision.

SAMPLE MOTION: *I move to approve Resolution 18-21 and (or) 19-21 as presented by staff.*

RESOLUTION NO. 18-21

A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND.

WHEREAS, the City received more revenue than anticipated for the 2021 Corn Festival; and

WHEREAS, the City wishes to distribute some of the excess proceeds to local service groups who provided volunteers at the event; and

WHEREAS, the excess proceeds would be retained as ending fund balance without a formal supplemental budget; and

WHEREAS, ORS 294.463(2) grants local governments authority to transfer from Contingency up to 15% of total appropriations via resolution, without additional hearings;

NOW THEREFORE, BE IT RESOLVED that the Aumsville City Council amends the 2021-2022 Fiscal Year Budget as follows:

| GENERAL FUND | | | |
|---------------------------------|------------------------|--------------------------|------------------------|
| | Current Appropriations | Change in Appropriations | Amended Appropriations |
| RESOURCES | 2,232,918 | 13,000 | 2,245,918 |
| ADMINISTRATION | 718,666 | 13,000 | 731,666 |
| Operating Contingency | 249,834 | (13,000) | 236,834 |
| Reserved for Future Expenditure | 317,518 | 13,000 | 330,518 |
| TOTAL REQUIREMENTS | 2,232,918 | 13,000 | 2,245,918 |

BE IT FURTHER RESOLVED that this resolution becomes effective upon adoption.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 25TH DAY OF OCTOBER 2021.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator

RESOLUTION NO. 19-21

A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND.

WHEREAS, the City has been awarded specific purpose grants from Pacific Power and T-Mobile totaling \$28,316 for the construction of the tiny business village at Porter-Boone Park; and

WHEREAS, the City has been awarded a \$20,000 specific purpose grant from the Oregon Department of Land Conservation and Development (DLCD) to assist with planning services to expand the urban growth boundary to include the Eastside Park property; and

WHEREAS, these resources were not originally included in the 2021-2022 fiscal year budget; and

WHEREAS, ORS 294.338 grants local governments authority to appropriate specific purpose grant resources via resolution, without additional hearings;

NOW THEREFORE, BE IT RESOLVED that the Aumsville City Council amends the 2021-2022 Fiscal Year Budget as follows:

| GENERAL FUND | | | |
|---------------------------|------------------------|--------------------------|------------------------|
| | Current Appropriations | Change in Appropriations | Amended Appropriations |
| RESOURCES | 2,245,918 | 48,316 | 2,294,234 |
| ADMINISTRATION | 731,666 | 48,316 | 779,982 |
| TOTAL REQUIREMENTS | 2,245,918 | 48,316 | 2,294,234 |

BE IT FURTHER RESOLVED that this resolution becomes effective upon adoption.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 25TH DAY OF OCTOBER 2021.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator

Accounts Payable Register

City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - October

Check Period: 2021-22 - October - First Council

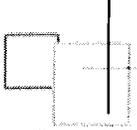
Riverview Community Bank

9001000967

Check

| | | | |
|--|-----------------------------------|------------|-------------|
| <u>55026</u> | AUMSVILLE ACE HARDWARE | 10/14/2021 | \$400.19 |
| <u>55027</u> | AUMSVILLE MINI STORAGE | 10/14/2021 | \$507.86 |
| <u>55028</u> | BATTERIES PLUS | 10/14/2021 | \$29.50 |
| <u>55029</u> | BEERY ELSNER & HAMMOND LLP | 10/14/2021 | \$3,268.50 |
| <u>55030</u> | BMS TECHNOLOGIES | 10/14/2021 | \$2,385.47 |
| <u>55031</u> | CANYON CONTRACTING LLC | 10/14/2021 | \$39,304.70 |
| <u>55032</u> | CASCADE WATER WORKS, INC. | 10/14/2021 | \$7,901.57 |
| <u>55033</u> | CITY OF KEIZER | 10/14/2021 | \$720.00 |
| <u>55034</u> | CORRECT EQUIPMENT, INC | 10/14/2021 | \$170.67 |
| <u>55035</u> | DAILY JOURNAL OF COMMERCE | 10/14/2021 | \$393.60 |
| <u>55036</u> | DAVISON AUTO PARTS INC | 10/14/2021 | \$39.23 |
| <u>55037</u> | FERGUSON WATERWORKS #3011 | 10/14/2021 | \$817.18 |
| <u>55038</u> | GRAINGER | 10/14/2021 | \$338.86 |
| <u>55039</u> | IDEXX LABORATORIES | 10/14/2021 | \$5,446.49 |
| <u>55040</u> | MARION COUNTY TREASURY DEPARTMENT | 10/14/2021 | \$645.96 |
| <u>55041</u> | METCOM 9-1-1 | 10/14/2021 | \$8,031.67 |
| <u>55042</u> | MOONLIGHT MAINTENANCE | 10/14/2021 | \$336.75 |
| <u>55043</u> | MOTION & FLOW | 10/14/2021 | \$204.89 |
| <u>55044</u> | NEWMAN SIGNS, INC | 10/14/2021 | \$75.28 |
| <u>55045</u> | ONE CALL CONCEPTS INC | 10/14/2021 | \$19.20 |
| <u>55046</u> | QUALITY CONTROL SERVICES | 10/14/2021 | \$335.00 |
| <u>55047</u> | RIGHT! SYSTEMS, INC. | 10/14/2021 | \$8,434.00 |
| <u>55048</u> | RITZ SAFETY | 10/14/2021 | \$534.45 |
| <u>55049</u> | STAYTON BUILDERS MART | 10/14/2021 | \$1,759.20 |
| <u>55050</u> | Stayton Police Department | 10/14/2021 | \$40.00 |
| <u>55051</u> | STAYTON TIRE & AUTOMOTIVE | 10/14/2021 | \$25.00 |
| <u>55052</u> | STEVE WHEELER TIRE CENTER | 10/14/2021 | \$265.94 |
| <u>55053</u> | ULTREX BUSINESS SOLUTIONS | 10/14/2021 | \$34.76 |
| <u>55054</u> | VALLEY 5 ELECTRICAL SERVICES LLC | 10/14/2021 | \$800.00 |
| <u>55055</u> | WALTER E NELSON | 10/14/2021 | \$893.60 |
| <u>55056</u> | WATERLAB CORP | 10/14/2021 | \$175.00 |
| <u>55057</u> | WAVE | 10/14/2021 | \$9.95 |
| <u>55058</u> | WESTECH ENGINEERING INC | 10/14/2021 | \$22,176.93 |
| <u>55059</u> | WILCO | 10/14/2021 | \$210.98 |
| <u>55060</u> | WIRE WORKS, LLC | 10/14/2021 | \$798.28 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 1</u> | INVOICE CLOUD | 10/14/2021 | \$176.00 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 2</u> | OREGON DEPARTMENT OF REVENUE | 10/14/2021 | \$55.15 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 3</u> | PACIFIC POWER | 10/14/2021 | \$9,976.33 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 4</u> | REPUBLIC SERVICES #456 | 10/14/2021 | \$60.00 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 5</u> | RIVERVIEW COMMUNITY BANK | 10/14/2021 | \$2,552.10 |
| <u>EFT Payment 10/14/2021 2:06:14 PM - 6</u> | VERIZON WIRELESS | 10/14/2021 | \$37.56 |

| | | |
|--------------------|-------------------|---------------------|
| Total | Check | \$120,387.80 |
| Total | 9001000967 | \$120,387.80 |
| Grand Total | | \$120,387.80 |



Payroll Register

City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - October

Check Period: 2021-22 - October - First Council

Riverview Community Bank

9001000967

Check

55025

Direct Deposit Run - 10/13/2021

EFT 10272021

EFT 46371013

EFT 93162061

EFT HSA10152021

EFT OSGP10152021

EFT V10152021

HDSHP DON 10152021

DEPARTMENT OF REVENUE

Payroll Vendor

PERS

Oregon Department of Revenue

EFTPS

HSA Bank

VOYA - STATE OF OREGON - LG#:2234

Valic

CITY OF AUMSVILLE

10/15/2021

10/15/2021

10/15/2021

10/15/2021

10/15/2021

10/15/2021

10/15/2021

10/15/2021

10/15/2021

\$456.81

\$37,852.76

\$13,777.53

\$3,903.52

\$14,035.74

\$1,105.00

\$590.00

\$575.00

\$184.49

Total Check

\$72,480.85

Total 9001000967

\$72,480.85

Grand Total

\$72,480.85