

10/03/19	<p>In attendance: Danielle Gonzalez, (Marion County) Ken Woodward, (Detroit) Tim Kirsch, (Mill City) Jeff Yohe, (Idanha) Jerry Marr, (Gates) Dale Weise, (Gates) Peter Olson, (Keller Associates) Shelley Engle, (Detroit) Dan Tucker, (Gates) Jeff Crowther, (OAWU) Heath Cokeley, (OAWU) Andrey Chernishov, (HBH Consulting Engineers) Mike Henry (HBH James Hensell (Gates) Sonia Kellas, Jeff Smith, (Idanha) Jason Schneider (Marion County) Dan Lawler, (Attorney) Christy Monson, (Attorney)</p> <p>A. Review and approval of Meeting #33 notes</p> <ul style="list-style-type: none"> • Correction to meeting minutes #33 Sept. 5th, 2019. Tim Kirsch was not in attendance for this meeting. • Action: Motion was made by Shelley to approve the September 5th, meeting minutes with the correction of Tim Kirsch not in attendance of the meeting. Dan Tucker seconds the motion. Motion to approve minutes voted on and approved. <p>B. Review of IGA for final draft</p> <ul style="list-style-type: none"> • Christy spoke with the attorney from MWVCOG and provided him with the IGA draft. In the current draft it states the only comment/suggestion he had was in the dissolution wrap up piece. In the current draft it states that if the partnership should not work and the parties agree to dissolve there shall be 2 Board members who will act as the Dissolution Managers responsible for overseeing the dissolution process. The COG attorney suggests that there be a requirement put in place in having the 2 Dissolution Managers come from two different cities. Christy feels this is a good suggestion and has incorporated it into the IGA draft. • <u>Discussion and comments of the Agreement</u> <ul style="list-style-type: none"> ○ Christy- Section 2.2.1 b. should be clear with each city's attorney and perhaps they may want to make suggestions, comments or changes. ○ All city attorneys may request a copy of the Agreement for review. ○ If a city withdraws, the sewer services still remains within that city, but the city no longer has authority. ○ Christy - Section 2.2.2. Think carefully regarding this section. Under this agreement it can only be terminated or dissolved upon a unanimous vote of the Board. ○ There is concern of some cities wanting to withdraw 5-10 years down the road. The dynamic of the cities in 10 years could look a lot different and folks may want to make changes that not everyone would agree with.
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- Differentiating between Dissolution and Withdrawal. Dissolution means the whole Authority dissolves and there would need to be a unanimous vote. Withdrawal means just 1 or more Party's want to terminate from the Authority. In this case the Party would need to submit a 5 year notice in advance of terminating. The plus side to a 5 year notice is that it gives the Party's the opportunity to work things out.
- Also if 3 Party's withdraw then the Authority would also have to be dissolved.
- Prior to the Party's adopting the Agreement, amendments can be made.
- **Section 4.2** – Your Board has the authority to sign contracts. Your Board may have staff at some point and the Board will need to decide what kind of authority the staff will have.
- **Governance** - is an independent agency solely governed by a Board. Does not mean you can't advocate for your city, but you must act in accordance to the best interests of the NSSA.
- As a governmental authority you must act in compliance with all applicable Oregon law, including but not limited to Oregon public meetings and public records law, Oregon budget law, and Oregon's public contracting rules. You may use the Oregon rules as a template and modify it to fit your smaller community.
- **Board of Directors** – 2 representative Directors from each Party's: the first Director shall be a City Councilor. The second Director may either be a City Councilor or a resident elector from within the Party's City boundaries. If there is not a City Councilor or resident elector available then you are able to appoint residents from within the Party's City boundaries.
- **Board Quorum** – each Director has one vote; a majority of all the Directors is a quorum, so in other words you would need 4 to have a meeting. All decisions of the Board unless otherwise provided herein, shall require a majority of the Directors voting.
- If there are vacancies on the Board, generally you are still able to have a meeting, but there would not be the ability to vote on any actions. It is important to make sure you fill those vacant positions.
- **Board Officers** – The Board will elect officers annually. Officers shall consist of a Chair, Vice Chair, Secretary, and Treasurer. Again the Board will elect the officers not the public.
- **Board Rules & Duties** – The Board is going to adopt rules on how to have meetings. There was discussion to have a

	<p>minimum of 4 meetings per year. The Boards responsibilities are outlined in section 9.3 of the agreement.</p> <ul style="list-style-type: none"> ○ Approve annual budget ○ Meetings ○ Adopting Board rules ○ Strategic and Master Plans ○ Possible adoption of personnel policies and performance standards once you have staff ○ NSSA Manager – The Board may at its discretion select, appoint and supervise, to include hiring, firing and disciplining. ○ Funding – The Board may seek additional funding from other sources. ○ Amendments – The Agreement may only be changed, modified, or amended upon ¾ votes of all signed Parties to the Agreement. Not Board members but the Parties (means cities) so it’s 3 cities need to vote to make amendments. ○ Effective Date – The Agreement shall be effective when all Parties have signed it. State Law says it must be adopted by ordinance, most ORS require 30 days, or it could be 90 days. ○ Prior Agreement – This agreement supersedes and replaces any verbal or written contracts or agreements pertaining to the creation of the NSSA or the Parties’ collective authority to provide sewer services. ○ Indemnification and Waiver - City Attorney’s should look at this section carefully. The Parties agree to defend and indemnify for each other and the Authority against all third party liabilities, cause of action, suits, claims, damages, costs or fees related to this agreement. The Parties also hereby waive all such Claims against each other. However this provision does not apply to willful misconduct or substantial breach of this Agreement by the Authority. ○ Insurance - All the Parties each agree to each individually maintain comprehensive general liability insurance. The Authority will have its own separate insurance and the Authority will also name each of the cities as an additional insured under its insurance. The Authority will also have an insurance rider covering the Board which shall include Errors and Omissions coverage. ○ Dispute Resolution Process – In the event there are disputes for claims by the Parties or the Authority, listed are the steps you will need to take: <ul style="list-style-type: none"> ○ Talk about the dispute
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- The dispute will be documented and mutually signed
- The complaint will be brought to the Authority Manager or Board President describing the matter in detail.
- The Board President will inform the Board and schedule a meeting to discuss the matter. Once the Board has voted on the matter, the Board's decision is final.
- In the event that the matter is not resolved using the above process then either Party may decide to go through the mediation process. Mediation process; disputing Parties each submit 3 names of potential mediators and will mutually agree on one acceptable mediator from the list. The cost of mediation will be distributed equally between the disputing parties.
- In the event the matter is not resolved during the mediation process then it will go through final and binding arbitration. The cost of arbitration will be the responsibility of the non-prevailing disputing Party.
- ***Dissolution and Wind Up*** – The dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members (called “Dissolution Managers” in the Agreement) responsible for overseeing the dissolution process. The Managers may also retain professional assistance if needed. The two Managers will be responsible for the following:
 - Providing written notices to the NSSA, employees, and agents.
 - Notify all the neighboring governments.
 - Create a budget document.
 - Document all assets and liabilities
 - Once the assets and liabilities have been satisfied Managers will be responsible for splitting them up.
- There was discussion of having three Board members as “Dissolution Managers”; the consensus was to keep it at two.
- **Recap of changes:**
 - Remain at 5 years notice to withdraw
 - Unanimous vote to dissolve
 - Rephrasing public contract rules
 - Changing minimum meetings to 4

- Change wording in appointing a Director
- Majority is a quorum at (5)
- The changes should be ready to share with the cities by next week. Although there was discussion to share a draft with the cities to begin with.
- Christy and Danielle will work on getting the draft done to share with the City Councils.

C. Brief on engineering and design firm selection

- Marion County previously contracted with COG to run the RFQ process for a few reasons, to provide financial supports in the work they are doing and to give Danielle some opportunity to work on the legislative, funding and communication pieces.
- COG put together a memo that states:
 - The RFQ went out on July 29th to ORPIN and the Daily Journal of Commerce.
 - The closing date of the RFQ was September 10th
 - COG received 2 well qualified submittals, Keller Associates and HBH Consulting Engineers in association with Jacobs.
 - Additional resources were added, which included a Community Services Contracts staff member as well as a Marion County Public Works staff member.
 - N. Santiam Design and Engineering Master Plan and Wastewater Treatment Plans RFQ had specific criteria that everyone agreed upon.
 - The committee was comprised of members of the N. Santiam Joint Sewer Task Force and other technical reviewers.
 - The committee met on September 25th at Marion County Public Works. This meeting was open to the public and reviewers shared their scores with each other. There was a ranking done on the scores due to the scores being fairly close. Once the ranking was done the scores came up 6-2 in favor of Keller Associates.
 - The question was made if everyone was okay with the decision that was made in going with Keller Associates; folks were in agreement of yes. The next question posed was, did folks feel there should be interviews. The subcommittee determined they were secure with their decision and decided not hold interviews.
 - Recap of scores; Keller Associates scored 655, HBH Engineering scored 620. Final ranking blind vote was 6 for Keller Associates and 2 for HBH Engineering.

	<ul style="list-style-type: none"> ○ Next, COG will do some negotiating with Keller Associates and will advise Danielle of the amounts, once that is determined Danielle will be in communication with the Marion County Commissioners regarding the numbers. ○ The decision has been made public and the two proposers have been notified as well. <p>D. Building the Communication Plan</p> <ul style="list-style-type: none"> • Danielle presented a form with 8 questions to begin the communications plan in order to take action and communicate effectively. • The group made a list of which entities are most important to speak to first and who in the group should be reaching out to those folks on the list. • There was also a suggestion of having a Town Hall meeting for the groups that have been identified as the most important groups to present information to. <p>E. Next month's Talking Points</p> <ul style="list-style-type: none"> • Draft IGA • RFQ, selection, process, outcome • Master Plan and Waste Water Facility plans • One page bullet point informational sheet <p>F. Presentation at Oregon Infrastructure Summit – Oct. 21st at 9:30 and 11:00</p> <ul style="list-style-type: none"> • The Summit is free, please register. <p>Meeting Adjourn 8:00 PM</p>
<p><i>NEXT MEETING – November 7th, 2019 from 6-8 pm at City Hall in Mill City</i></p>	