



*This meeting is being voice recorded for listening on the City of Millersburg website.*

**Rules of Conduct for Public Hearings**

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
2. Persons shall not testify without first receiving recognition from the presiding officer and stating their full name and residence address.
3. No person shall present irrelevant, immaterial, or repetitious testimony or evidence.
4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the hearing.

**CITY OF MILLERSBURG  
CITY COUNCIL MEETING**

Millersburg City Hall  
4222 NE Old Salem Road  
Albany OR 97321  
July 10, 2018  
6:30 p.m.

**Agenda**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. CONSENT AGENDA
  - 1) Approval of June 12, 2018 City Council Meeting Minutes
  - 2) Approval of Council Approval Report for Monthly City BillsAction: \_\_\_\_\_
- F. PRESENTATIONS
  - 1) Linn County Sheriff's Office Report
  - 2) Millersburg Celebration Update (Jenny Wolfenbarger)
- G. PUBLIC COMMENT
- H. COUNCIL MEMBER AND STAFF COMMENTS
- I. CITY MANAGER'S REPORT
  - 1) Project Updates

J. CITY ATTORNEY'S REPORT

K. UNFINISHED BUSINESS

- 1) City Volunteer Recognition Program (Mayor)  
 During the May 22, 2018 City Council work session, the Council discussed the value of and desire to recognize those who contribute to our community as volunteers in a number of roles. The agreed-upon process is: A volunteer recognition award recipient can be nominated by City staff, City Council or City of Millersburg residents. Approval of the recognition will be made by the Mayor, Council President and City Manager. The recipient will be notified before receiving the award, which will be given to recipient during a regular City Council meeting.  
 Action: Motion to Approve the City of Millersburg Volunteer Recognition Program as Outlined Above.

L. NEW BUSINESS

- 1) Wastewater Intergovernmental Agreements with City of Albany  
 Action: \_\_\_\_\_
- 2) Third Person Staffing at the Millersburg Fire Station  
 Action: \_\_\_\_\_
- 3) Woods Road Sewer Construction  
 Action: \_\_\_\_\_
- 4) Right-of-Way Permit Fees  
 Action: \_\_\_\_\_
- 5) Action: \_\_\_\_\_
- 6) Temporary Fire Station Site Work Contracting  
 Action: \_\_\_\_\_

M. CLOSING PUBLIC COMMENT

N. CLOSING COUNCIL COMMENT

O. ADJOURNMENT

*Note: Council may adjourn to executive session in accordance with ORS 192.660*

Upcoming Meetings:

July 10, 2018 @ 6:30 p.m. – City Council Meeting  
July 17, 2018 @ 6:00 p.m. – Planning Commission Meeting



### June 12, 2018 City Council Minutes

4222 NE Old Salem Road  
Albany, OR 97321  
6:30 p.m.

A. CALL TO ORDER: Called to order by Mayor Lepin at 6:30 p.m.

B. ROLL CALL

Councilors Present: Mayor Jim Lepin, Don Miller, Scott Cowan, Dave Harms  
Scott McPhee – arrived @ 7:53 p.m.

Councilors Absent: None

Staff Present: Kevin Kreitman, City Manager; Kimberly Wollenburg, City  
Recorder; Janelle Booth, Assistant City Manager/City Planner;  
Jake Gabell, Deputy City Recorder; Forrest Reid, City Attorney

Presenters: None

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

None

E. CONSENT AGENDA

- 1) Approval of May 8, 2018 City Council Meeting Minutes
- 2) Approval of May 22, 2018 City Council Work Session Minutes
- 3) Approval of revised Council Approval Report for Monthly City Bills
- 4) Approval of Annual Liquor License Renewals
- 5) Resolution 2018-13 – Extending Workers' Compensation to Volunteers

Action: **Motion to Adopt Consent Agenda as presented made by Councilor Miller,  
seconded by Council Cowan**

Mayor Lepin: Aye  
Councilor Cowan: Aye  
Councilor Harms: Aye  
Councilor McPhee: Not Present  
Councilor Miller: Aye

F. GUEST PRESENTATIONS

- 1) Monthly Report from the Linn County Sheriff's Office.

Sergeant Greg Klein gave his update on the issues reported the previous month, specifically mentioning the several occasions of vehicles being broken into. In all cases, he said the vehicles were unlocked and encouraged residents to lock and secure vehicles as much as possible.

During the report, citizen Linda Westbrook, Millersburg Drive, noted the speed limit sign is too close to Morningstar Lane for people to see the speed limit and has noticed a lot of cars going too fast. Mayor Lepin shared that there is a stationary solar-powered speed limit sign coming soon. Ms. Westbrook then asked what can be done to drop the speed limit. Assistant City Manager/City Engineer Janelle Booth said a speed study was done there recently. She shared that because Millersburg Drive and Alexander Lane are collector streets they would never be classified as residential to allow for the lower speed limits. Mayor Lepin said they had to push the Oregon Department of Transportation (ODOT) to lower Woods Road to 45 (they wanted 50) but feels we probably won't be able to lower the speed limits but that the City will continue to monitor the situation.

There followed a brief discussion of past efforts to have ODOT lower speeds with Ms. Booth explaining arterial and collector streets.

#### G. PUBLIC HEARING

Mayor Lepin went over process for the public hearing then opened the public hearing at 6:46 p.m.

- 1) State Sharing Revenue Funds
  - i. City Recorder, Kimberly Wollenburg, went over Resolution 2018-14 regarding certifying the City's eligibility to receive State Sharing Revenue Funds from alcohol, cigarette and highway use taxes.
  - ii. Ms. Wollenburg then went over Resolution 2018-15 which stated the City's election to receive the State Sharing Revenue Funds from alcohol, cigarette and highway use taxes
- 2) FY 2018-19 Budget
  - i. Deputy City Recorder, Jake Gabell, noted a few adjustments made to the budget. Ms. Booth explained that the yellow highlighted cells were the changes and explained the City was still in compliance to make adjustments after Budget Committee approval before City Council approval.

Mayor Lepin opened the Public Hearing to public comment:

- 1) Gary Keehn, 3254 Clearwater, asked if there is any increase in police coverage for the next year. Mayor Lepin said the Council still planned to discuss; however, there was nothing in provided data from LCSO that suggested we need an increase yet. Kevin Kreitman, City Manager, noted that he's spoken to the LCSO about getting extra coverage, and that they don't have the staffing to provide the additional support without hiring a new deputy. Councilor Cowan said they'd like to accommodate more hours for us but that they just don't have the bodies.
- 2) Gary Keehn, 3254 Clearwater, asked if money was set aside for the temporary first station. Mr. Kreitman confirmed there is.

Mayor Lepin closed the public hearing at 6:49 p.m. then asked for motions.

Action: Motion to Approve Resolution Certifying Eligibility to Receive State Sharing Revenue Funds made by Councilor Cowan, seconded by Councilor Harms Resolution 2018-14

Mayor Lepin: Aye  
Councilor Cowan: Aye  
Councilor Harms: Aye  
Councilor McPhee: Not present  
Councilor Miller: Aye

Action: Motion to Approve Resolution Electing to Receive State Sharing Revenue Funds made by Councilor Cowan, seconded by Councilor Harms Resolution 2018-15

Mayor Lepin: Aye  
Councilor Cowan: Aye  
Councilor Harms: Aye  
Councilor McPhee: Not present  
Councilor Miller: Aye

Action: Motion to Approve Resolution Adopting Budget & Making Appropriations made by Councilor Cowan, seconded by Councilor Harms Resolution 2018-16

Mayor Lepin: Aye  
Councilor Cowan: Aye  
Councilor Harms: Aye  
Councilor McPhee: Not present  
Councilor Miller: Aye

H. PUBLIC COMMENT

- 1) Linda Westbrook, Millersburg Drive, shared that she's been going door-to-door with information about the upcoming stormwater open house on June 21 at City Hall and asked about other notification as she didn't see it on website. Ms. Wollenburg confirmed that it was on website and said a press release would be in newspaper and is also on reader board.

I. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Mayor Lepin noted that he'd several discussions with Jenny Wolfenbarger, the Event Committee Chair, about sponsorships and shared we'd received \$12,600 so far for the Millersburg Celebration.

J. CITY MANAGER'S REPORT

- 1) Mr. Kreitman introduced Ms. Booth to provide an overview on the City Projects update. Ms. Booth went over the provided staff report. Mr. Kreitman briefly went over the right-of-way information flyer provided in the utility billing statement. Ms. Wollenburg and Mr. Gabell gave an update of the continuing work to fix utility billing account and other items done for the convenience of citizens, vendors and builders as well as City staff.

K. CITY ATTORNEY'S REPORT

None

L. UNFINISHED BUSINESS

None

M. NEW BUSINESS

1) Linn County Enterprise Zone

John Pascone gave a short presentation about the enterprise zones after Lebanon decided to withdraw to form the Linn County Enterprise Zone with the City of Millersburg being a co-sponsor.

Action: **Motion to Approve Resolution Forming the Linn County Enterprise Zone made by Councilor Cowan; seconded by Councilor Miller**

Resolution 2018-17

- Mayor Lepin: Aye
- Councilor Cowan: Aye
- Councilor Harms: Aye
- Councilor McPhee: Not Present
- Councilor Miller: Aye

2) Authorizing Refinancing of Water System Improvement Loan

Mr. Kreitman provided an overview of the staff report on refinancing the water system improvement loan and approval of the resolution to allow Piper Jaffray to accept bids.

Action: **Motion to Approve Resolution Authorizing Refinancing of the Water System Improvement Loan made by Councilor Harms; seconded by Councilor Miller**

Resolution 2018-18

- Mayor Lepin: Aye
- Councilor Cowan: Aye
- Councilor Harms: Aye
- Councilor McPhee: Not Present
- Councilor Miller: Aye

3) Approval of Capital Improvement Program

Ms. Booth went over history of Capital Improvement Program draft and noted no comments or suggestions were received following the second budget meeting. She also clarified that the document doesn't authorize spending—the budget does. The Program document is a planning tool. Mayor Lepin brought up one change that needed to be made under streetlights. Councilor Cowan wondered if the City was now requiring developers provide LED lighting. Ms. Booth said the old lighting is still in the code; however, developers are providing LED anyway, and the City is reviewing.

Action: **Motion to Approve Capital Improvement Program made by Councilor Harms; seconded by Councilor Cowan**

Resolution 2018-18

- Mayor Lepin: Aye
- Councilor Cowan: Aye
- Councilor Harms: Aye
- Councilor McPhee: Not Present
- Councilor Miller: Aye

4) Ambulance Service Area

Mr. Kreitman provided an overview of the staff report which included the background regarding the withdrawal from Albany Rural and Jefferson Rural Fire Districts. He also went over how FireMed works and encouraged citizens to renew with whichever agency they are currently covered by. FireMed covers anyone enrolled in any city that accepts FireMed. After Councilor Cowan motioned to request the Ambulance Service Area (ASA) Advisory Committee consider a change from Jefferson Rural Fire Protection District ASA to the City of Albany ASA, discussion was opened.

Councilor Cowan said this is the appropriate change now and that it makes sense to request the change so the provider is the same as the one providing fire service to the community. Councilor Harms noted that with Jefferson struggling with staffing, it seems like this is something needed and supports it. Councilor Miller also noted he supports this.

Gary Keehn, Clearwater, asked about a levy. Mr. Kreitman confirmed the operating levy would not continue. Mr. Keehn then asked about response times and when this would start, and Mr. Kreitman said he wasn't sure with regard to response times and that coverage from Albany Fire would begin July 1, with fire station done and staffed in September. He also noted that we'd start with 2-person coverage but 3-person coverage would begin in November.

Kathie Strathern, Katelyn Way, said she was confused about the north/south of Conser coverage. Mr. Kreitman said that as of July 1st, all of Millersburg would be covered by Albany for fire response but the area south of Conser Road would be covered by Albany for ambulance and Jefferson ambulance would cover the area north of Conser unless withdrawal from ASA is approved. If the ASA change is approved then Albany would begin providing coverage to all of Millersburg for ambulance.

Mr. Keehn then asked about an out of District cost charged by Jefferson. Mr. Kreitman said he didn't know; however, numerous departments have out of District charges so Jefferson may consider it since they would no longer cover the fire service and Millersburg could be considered out of District.

Action: **Motion to Request the Linn County ASA Consider Change from Jefferson Rural Fire Protection District ASA to the City of Albany ASA made by Councilor Cowan; seconded by Councilor Harms**

Mayor Lepin: Aye  
Councilor Cowan: Aye  
Councilor Harms: Aye  
Councilor McPhee: Not Present  
Councilor Miller: Aye

N. CLOSING PUBLIC COMMENT

- 1) Kathie Strathern, Katelyn Way, asked about the parks questionnaire and status and if everything is now on hold. Mr. Kreitman spoke about the need to have a master plan to put projects into place. He said the City has budgeted funds to

hire a consultant for the master plan and they would likely use or refer to the collected data. Mayor Lepin shared that it is currently in the budget to address one of the things citizens asked for, which is putting exercise stations in the park. He also spoke about the survey data and challenges with tabulation and analysis. Ms. Strathern noted it's a good park but had fairly limited facilities like playground equipment for families. She wondered about Millersburg directing developers to incorporate parks in their plans. Mr. Kreitman said the City is currently working on rate and system development charge (SDC) updates as the City's current SDC's do not generate enough revenue in most cases to support pocket parks, there would also additional costs associated with maintaining them.

O. CLOSING COUNCIL COMMENT

- 1) Mayor Lepin asked those present if there was anything they would suggest to make the Council meetings better. The following things were offered:
  - i. Acronyms – explain them as many do not know what they mean
  - ii. Likes that we open the meeting up to the public
  - iii. Can hear the Mayor speak now
- 2) Councilor Cowan suggested that we make some sort of update available to the public about what's going on with the park survey. We know what's going on but citizens don't. Ms. Booth read statement from Capital Improvement Program about parks. Ms. Strathern asked if Linn County could help. Mayor Lepin said we need to methodically go over results and make a plan.

P. ADJOURNMENT

Meeting adjourned at 7:56 p.m.

Respectfully submitted:

Kimberly Wollenburg  
City Recorder

Reviewed by:

Kevin Kreitman  
City Manager

Upcoming Meetings:

June 13, 2018 @ 6:00 p.m. – Planning Commission Meeting  
June 21, 2018 @ 5:30 p.m. – Stormwater Open House

*These minutes are not final until approved by the City Council.*



**City of Millersburg**

**A/P Control Report**

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
5155	26	Century Link	1	224B 06202018	No	2017 12		6/20/2018	7/11/2018		\$49.76
		Desc: June 20 - July 20									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	06-5656	O&M Sewer Lines	49.76		0.00	0			
		Desc: O&M Sewer Lines									
5156	18	Comcast	1	0213455 062018	No	2018 1		6/20/2018	7/12/2018		\$301.22
		Desc: 6/30 - 7/29 - ipad									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	01-5230	Park Supplies & Maintenance	301.22		0.00	0			
		Desc: Park Supplies & Maintenance									
5157	327	De Lage Landen Financial	1	59471881	No	2017 12		6/9/2018	7/1/2018		\$392.15
		Desc: Copier Lease Agreement - June 2018									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	01-5510	Contracted Services	392.15		0.00	0			
		Desc: Contracted Services									
5158	39	LifeMap Billing	1	IN0353367	No	2018 1		6/16/2018	7/6/2018		\$123.87
		Desc: Disability/Life Insurance - July 2018									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	01-5055	Disability Insurance	123.87		0.00	0			
		Desc: Disability Insurance									
5160	621	Sarah Kelly	1	07032018	No	2018 1		7/3/2018	7/10/2018		\$5.10
		Desc: Refund overpayment on closed account (01800)									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	07-2051	Customer Overpayments	5.10		0.00	0			
		Desc: Customer Overpayments									
5161	622	Mark & Karen Flogstad	1	07032018	No	2018 1		7/3/2018	7/10/2018		\$77.28
		Desc: Refund overpayment on closed account (01890)									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	07-2051	Customer Overpayments	77.28		0.00	0			
		Desc: Customer Overpayments									
5162	623	Carol Dalebout	1	07032018	No	2018 1		7/3/2018	7/10/2018		\$147.44
		Desc: Refund overpayment of closed account (02005)									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	07-2051	Customer Overpayments	147.44		0.00	0			
		Desc: Customer Overpayments									
5163	624	Keller Development	1	07032018	No	2018 1		7/3/2018	7/10/2018		\$1.35
		Desc: Refund overpayment on closed account (02425)									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	07-2051	Customer Overpayments	1.35		0.00	0			
		Desc: Customer Overpayments									
5167	539	Barrett Business Services	1	3075827	No	2017 12		6/22/2018	7/10/2018		\$629.85
		Desc: Office Assistant - w/e 6/22/18									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	01-5020	Office Assistant	629.85		0.00	0			
		Desc: Office Assistant									
5168	539	Barrett Business Services	1	3076168	No	2017 12		6/22/2018	7/10/2018		\$487.50
		Desc: Jennifer Richardson - w/e 6/22/18									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	01-5100	Planning Consultants - Engin	487.50		0.00	0			
		Desc: Planning Consultants - Engineering									
5169	539	Barrett Business Services	1	3074972	No	2017 12		6/15/2018	7/10/2018		\$740.68
		Desc: Office Assistant & Yaeger w/e 6/15/18									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	

**City of Millersburg**

**A/P Control Report**

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
		1 01-5020		Office Assistant			480.68	0.00	0		
		Desc: Office Assistant									
		2 01-5100		Planning Consultants - Engin			260.00	0.00	0		
		Desc: Planning Consultants - Engineering									
5170	607	Business Connections, In	1	072206212018	No	2017 12		6/2/2018	7/10/2018		\$42.95
		Desc: After Hours Service - June 2018									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5340		Office Supplies			42.95	0.00	0		
		Desc: Office Supplies									
5171	607	Business Connections, In	1	506836	No	2017 12		6/8/2018	7/10/2018		\$12,787.19
		Desc: Stormwater Master Plan May 2018									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 06-5900		Miscellaneous Expenses			12,787.19	0.00	0		
		Desc: Miscellaneous Expenses									
5172	625	Cascade Fire Department	1	91532	No	2017 12		6/18/2018	7/18/2018		\$525.23
		Desc: Fire Station supplies									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5730		Equipment			525.23	0.00	0		
		Desc: Equipment									
5173	514	Cintas	1	5011147734	No	2017 12		6/29/2018	7/10/2018		\$38.06
		Desc: First Aid Supplies - City Hall									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5600		City Hall Maintenance & Sup			38.06	0.00	0		
		Desc: City Hall Maintenance & Supplies									
5174	608	Garten Services, Inc.	1	M61556	No	2017 12		6/28/2018	7/28/2018		\$664.92
		Desc: Janitorial Services - July 2018									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5510		Contracted Services			664.92	0.00	0		
		Desc:									
5175	49	Home Depot	1	6748 06132018	No	2017 12		6/13/2018	7/10/2018		\$82.66
		Desc: Park Supplies & Maintenance									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5230		Park Supplies & Maintenance			82.66	0.00	0		
		Desc: Park Supplies & Maintenance									
5176	55	Mid-Valley Newspapers	1	1411 06242018	No	2017 12		6/24/2018	7/10/2018		\$691.40
		Desc: Public Hearing Notice & Budget Committee Notice									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5420		Printing, Advertising & Recor			691.40	0.00	0		
		Desc: Printing, Advertising & Recording									
5178	585	MorganCPS Group	1	8645	No	2017 12		6/11/2018	7/10/2018		\$3,300.00
		Desc: Planning Consultant - May 2018									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5510		Contracted Services			3,300.00	0.00	0		
		Desc:									1099
5179	16	Forrest Reid	1	062018	No	2017 12		7/2/2018	7/10/2018		\$5,925.00
		Desc: City Attorney - June 2018									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5350		City Attorney			5,925.00	0.00	0		
		Desc: City Attorney									
5180	626	Sea Western, Inc.	1	06112018	No	2017 12		6/11/2018	7/10/2018		\$2,025.00
		Desc: MSA Ultralite Facepieces									
		Line Account Number		AP Amount			Liq Amount	Project	Task	Category	
		1 01-5730		Equipment			2,025.00	0.00	0		
		Desc: Equipment									

## City of Millersburg A/P Control Report

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
5181	626	Sea Western, Inc.	1	206628	No	2017 12		6/27/2018	7/10/2018		\$244.50
		Desc: Fire Gloves									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5730 Equipment		244.50		0.00		0		
		Desc: Equipment									
5182	151	Security Alarm Corp.	1	1296880	No	2017 12		6/14/2018	7/15/2018		\$175.00
		Desc: Fire System Service									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5600 City Hall Maintenance & Sup		175.00		0.00		0		
		Desc: City Hall Maintenance & Supplies									
5183	231	Sunbelt Rentals, Inc	1	79825244-0001	No	2017 12		6/19/2018	7/10/2018		\$20.00
		Desc: Metal Detector									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5230 Park Supplies & Maintenance		20.00		0.00		0		
		Desc: Park Supplies & Maintenance									
5184	84	Ultrex	1	INV60354	No	2017 12		6/19/2018	7/4/2018		\$490.00
		Desc: Toner Cartridges (2)									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5700 Office Equipment & Furnishin		490.00		0.00		0		
		Desc: Office Equipment & Furnishings									
5185	627	Unifire	1	9070183	No	2017 12		6/28/2018	7/28/2018		\$816.37
		Desc: Fire Station Supplies									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5730 Equipment		816.37		0.00		0		
		Desc: Equipment									
5186	36	US Bank	1	5736 06202018	No	2017 12		6/20/2018	7/10/2018		\$1,338.01
		Desc: Fire Station, Office Supplies									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5730 Equipment		1,160.00		0.00		0		
		Desc: Equipment									
		2	01-5340 Office Supplies		10.23		0.00		0		
		Desc: Office Supplies									
		3	01-5340 Office Supplies		2.78		0.00		0		
		Desc: Office Supplies									
		4	01-5730 Equipment		165.00		0.00		0		
		Desc: Equipment									
5187	328	Valley Merchant Police, In	1	273051	No	2017 12		6/30/2018	7/10/2018		\$234.00
		Desc: Park Gate Services (June 2018)									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5510 Contracted Services		234.00		0.00		0		
		Desc: Contracted Services									
5188	551	Verizon	1	9809344126	No	2017 12		6/19/2018	7/11/2018		\$40.01
		Desc: May 20 - June 20									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5650 City Hall Utilities		40.01		0.00		0		
		Desc: City Hall Utilities									
5189	85	Xterma Pest Control, Inc.	1	06112018	No	2017 12		6/11/2018	7/11/2018		\$35.00
		Desc: Pest Services									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category
		1	01-5600 City Hall Maintenance & Sup		35.00		0.00		0		
		Desc:									
5190	2	Barbara Castillo	1	06202018	No	2017 12		6/20/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		Line	Account Number		AP Amount		Liq Amount		Project	Task	Category

## City of Millersburg A/P Control Report

UnPosted Transactions for user asystadmin

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
		1 01-5440		Library Services			40.00		0.00	0	
		Desc: Library Services									
5191	484	Todd Bailey	1	06272018	No	2017 12		6/27/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5192	464	Michelle McGee	1	06252018	No	2017 12		6/25/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5193	92	Cynthia Mitchell	1	06222018	No	2017 12		6/22/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5194	628	Katherine Clark	1	06192018	No	2017 12		6/19/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5195	629	James Herrera	1	06252018	No	2017 12		6/25/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5196	630	Carolyn Decker	1	06232018	No	2017 12		6/23/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5197	401	Chelsea Wimmer	1	06132018	No	2017 12		6/13/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5198	102	Julie Ann Arnott	1	06042018	No	2017 12		6/4/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5440	Library Services			40.00	0.00	0		
		Desc: Library Services									
5199	102	Julie Ann Arnott	1	04042018	No	2017 10		4/4/2018	7/10/2018		\$45.00
		Desc: Park & Recreation Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5200	Parks & Recreation			45.00	0.00	0		
		Desc: Parks & Recreation									
5200	102	Julie Ann Arnott	1	06112018	No	2017 12		6/11/2018	7/10/2018		\$90.00
		Desc: Parks & Recreation Reimbursement									
		<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1	01-5200	Parks & Recreation			90.00	0.00	0		
		Desc: Parks & Recreation									

## City of Millersburg A/P Control Report

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
5201	631	Teresa Kralj	1	05032018	No	2017 11		5/3/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5440		Library Services	40.00		0.00	0		
		Desc: Library Services									
5202	503	Benjamin Warner	1	06102018	No	2017 12		6/10/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5440		Library Services	40.00		0.00	0		
		Desc: Library Services									
5203	96	Cynthia Shaw	1	06122018	No	2017 12		6/12/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5440		Library Services	40.00		0.00	0		
		Desc: Library Services									
5204	469	Kathryn Walker	1	06152018	No	2017 12		6/15/2018	7/10/2018		\$40.00
		Desc: Library Card Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5440		Library Services	40.00		0.00	0		
		Desc: Library Services									
5205	469	Kathryn Walker	1	07212107	No	2017 1		7/21/2017	7/10/2018		\$30.40
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	30.40		0.00	0		
		Desc: Parks & Recreation									
5206	469	Kathryn Walker	1	08242017	No	2017 2		8/24/2017	7/10/2018		\$30.40
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	30.40		0.00	0		
		Desc: Parks & Recreation									
5207	469	Kathryn Walker	1	06182018	No	2017 12		6/18/2018	7/10/2018		\$64.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	64.00		0.00	0		
		Desc: Parks & Recreation									
5208	632	Amy Maynard	1	060102018	No	2017 12		6/1/2018	7/10/2018		\$40.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	40.00		0.00	0		
		Desc: Parks & Recreation									
5209	464	Michelle McGee	1	05222018	No	2017 11		5/22/2018	7/10/2018		\$32.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	32.00		0.00	0		
		Desc: Parks & Recreation									
5210	464	Michelle McGee	1	06122018	No	2017 12		6/12/2018	7/10/2018		\$32.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200		Parks & Recreation	32.00		0.00	0		
		Desc: Parks & Recreation									
5211	633	Sarah Ayers	1	06042018	No	2017 12		6/4/2018	7/10/2018		\$54.40
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category

## City of Millersburg A/P Control Report

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
		1 01-5200		Parks & Recreation			54.40		0.00	0	
		Desc: Parks & Recreation									
5214	304	Amy Knorr	1	03162018	No	2017 9		3/16/2018	7/10/2018		\$140.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			140.00	0.00	0		
		Desc: Parks & Recreation									
5215	304	Amy Knorr	1	04122018	No	2017 10		4/12/2018	7/10/2018		\$60.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			60.00	0.00	0		
		Desc: Parks & Recreation									
5216	575	Kathie Strathern	1	06252018	No	2017 12		6/25/2018	7/10/2018		\$52.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			52.00	0.00	0		
		Desc: Parks & Recreation									
5217	412	Sara Brooks	1	11072017	No	2017 5		11/7/2018	7/10/2018		\$88.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			88.00	0.00	0		
		Desc: Parks & Recreation									
5218	412	Sara Brooks	1	09042017	No	2017 3		9/4/2017	7/10/2018		\$60.80
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			60.80	0.00	0		
		Desc: Parks & Recreation									
5219	412	Sara Brooks	1	09262017	No	2017 3		9/26/2017	7/10/2018		\$51.20
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			51.20	0.00	0		
		Desc: Parks & Recreation									
5220	634	Krysia McDaniel	1	06262018	No	2017 12		6/26/2018	7/10/2018		\$80.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			80.00	0.00	0		
		Desc: Parks & Recreation									
5221	634	Krysia McDaniel	1	062620182	No	2017 12		6/26/2018	7/10/2018		\$120.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			120.00	0.00	0		
		Desc: Parks & Recreation									
5222	121	Elisha Saville	1	04172018	No	2017 10		4/17/2018	7/10/2018		\$62.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			62.00	0.00	0		
		Desc: Parks & Recreation									
5223	375	Daelene Brockmann	1	062018	No	2017 12		6/20/2018	7/10/2018		\$200.00
		Desc: Parks & Recreation Reimbursement									
		Line Account Number					AP Amount	Liq Amount	Project	Task	Category
		1 01-5200		Parks & Recreation			200.00	0.00	0		
		Desc: Parks & Recreation									

## City of Millersburg A/P Control Report

### UnPosted Transactions for user asystadmin

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
5224	635	Anthony Knight	1	06202018	No	2017 12		6/30/2018	7/10/2018		\$200.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200	Parks & Recreation		200.00		0.00	0		
		Desc: Parks & Recreation									
5225	492	Kristin Witt	1	06122018	No	2017 12		6/12/2018	7/10/2018		\$200.00
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200	Parks & Recreation		200.00		0.00	0		
		Desc: Parks & Recreation									
5226	449	Mary Messersmith	1	06152018	No	2017 12		6/15/2018	7/10/2018		\$41.60
		Desc: Parks & Recreation Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5200	Parks & Recreation		41.60		0.00	0		
		Desc: Parks & Recreation									
5227	425	Jim Lepin	1	06302018	No	2017 12		6/30/2018	7/10/2018		\$61.04
		Desc: City Travel Reimbursement									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5430	Travel & Meals		61.04		0.00	0		
		Desc: Travel & Meals									
5228	636	William Wood	1	07052018	No	2018 1		7/5/2018	7/5/2018		\$39.00
		Desc: Refund of Overpayment on Account (02055-01)									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	07-2051	Customer Overpayments		39.00		0.00	0		
		Desc: Customer Overpayments									
5229	1	Greater Albany Public Sch	1	07032018	No	2017 12		6/30/2018	7/10/2018		\$85,997.34
		Desc: Construction Excise Tax Fees									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5445	School Excise Tax		85,997.34		0.00	0		
		Desc:									
5231	74	Albany-Millersburg Econo	1	07022018	No	2018 1		7/2/2018	7/10/2018		\$7,500.00
		Desc: Qtr 7/18 - 9/18 Grant Funds									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5220	AMEDC		7,500.00		0.00	0		
		Desc: AMEDC									
5232	53	Oregon Cascades West C	1	FY 18-19	No	2018 1		7/1/2018	7/10/2018		\$2,122.60
		Desc: Membership Dues - FY 2018-19									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5310	Dues & Subscriptions		2,122.60		0.00	0		
		Desc: Dues & Subscriptions									
5233	143	Linn County Fair & Expo	1	920	No	2018 1		7/1/2018	7/10/2018		\$3,000.00
		Desc: Fair Sponsorship (2018-19)									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5500	Community Support		3,000.00		0.00	0		
		Desc: Community Support									
5234	50	City of Albany	1	07052018	No	2018 1		7/5/2018	7/10/2018		\$2,500.00
		Desc: Arts & Air Festival Sponsorship (FY 18-19)									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	01-5500	Community Support		2,500.00		0.00	0		
		Desc: Community Support									
5235	474	Rey Castillo	1	07052018	No	2018 1		7/5/2018	7/10/2018		\$49.48
		Desc: Rental House Expense - Faucet Repair									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category

**City of Millersburg**

**A/P Control Report**

*UnPosted Transactions for user asystadmin*

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	1	01-5450		Rental Expenses			49.48		0.00	0	
	Desc:	Rental Expenses									

<b>Fund 01 Total</b>	122,887.64	0.00
<b>Fund 06 Total</b>	12,836.95	0.00
<b>Fund 07 Total</b>	270.17	0.00
<b>Grand Total</b>	135,994.76	0.00





# LINN COUNTY SHERIFF'S OFFICE

**Jim Yon, Sheriff**

1115 S.E. Jackson Street, Albany, OR 97322  
Albany, OR. 97322  
Phone: 541-967-3950  
www.linnsheriff.org

## 2018

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

**FOR THE MONTH OF: June**

TRAFFIC CITATIONS: -----	4
TRAFFIC WARNINGS: -----	7
TRAFFIC CRASHES: -----	0
ADULTS CITED/VIOLATIONS: -----	0
ADULTS ARRESTED : -----	1
JUVENILES CITED/VIOLATIONS: -----	0
JUVENILES ARRESTED: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED:-----	66
TRAFFIC HOURS-----	11.5
ADMINISTRATION HOURS-----	4.25

**TOTAL HOURS SPENT: MILLERSBURG 115.75**

**CONTRACT HOURS= 113 HOURS**

**Jim Yon,  
Sheriff, Linn County**

**By: Sergeant Greg Klein**



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: City Staff  
DATE: July 5, 2018 for Council Meeting July 10, 2018  
SUBJECT: Project Updates Memo

### **Monthly Update on Projects:**

Staff are currently in the process of implementing many projects and activities in the City to address objectives of the Strategic Plan, direction from Council, and needs Staff have identified. In order to facilitate tracking these tasks, a Gantt chart has been developed. As Staff continue to work on these tasks, the Gantt chart will be periodically updated and provided for Council and public information. The updated Gantt chart for June, 2018 is attached to this memo. Tasks in blue are complete, tasks in yellow are in progress, and tasks that are not colored have not been started.

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

### **Stormwater Master Plan Update:**

The Public Open House was held on June 21, 2018 from 5:30 PM to 7:00 PM. Twenty members of our community attended the event. Based on the outcome of the meeting, the City will follow up with some investigative TV work on a storm line and the consultant will conduct additional surveying work on the north tributary of Crooks Creek.

### **Solar Speed Signs:**

On June 25, Darrin Lane and Janelle Booth marked the locations of the solar speed signs. Three signs will be installed at this time. The locations are:

- North side of Millersburg Drive, westbound, near eastern edge of Hoffman Estates
- West side of Old Salem Road, southbound, near the old school property
- East side of Old Salem Road, northbound, south of Arnold Lane.

The County plans to install the signs in the next 3-5 weeks.

### **Temporary Fire Station:**

The site plan received Planning Commission approval on June 13 and the manufactured building has been purchased, with an anticipated delivery date of August 10.

Staff have been working with the metal building (equipment bay) manufacturer on required design modifications and additional materials necessary to expand the size of the existing metal building.

Site drawings are being completed and site work contractors solicited for quotes. The intent is to have the site prep necessary for the manufactured home placement to be completed by or near August 10. Additional site work will be completed in conjunction with other construction activities once the home has been placed.

**Sewer Lift Stations Construction:**

Construction on the ATI sewer lift station is planned to begin in July. City and Jacobs staff are currently working with ATI staff to resolve an issue related to treatment of groundwater. This will result in a change order to the City and a schedule delay. It is anticipated that the project can still be constructed within the necessary timeframe to meet the summer/fall construction window.

Final site restoration at the Morningstar lift station will begin once coordination with the property owner is complete.

**City Hall Exterior Painting:**

Exterior painting of City Hall siding has been contracted to Halcyon Painting. The work has been scheduled and will take place in late July/early August.

**Park Lighting Improvements:**

City Park lighting improvements have been contracted with EC Electric. The work is tentatively scheduled for late July or early August.

**City Activities and Website Updates:**

***Storage of Materials in City Streets.*** To address continuing issues with safety concerns associated with storage of landscaping materials on City streets, a notice was emailed to residents on Evergreen, Summit, and Deciduous. In addition, information from the right-of-way flyer which was mailed with the June utility bills has been posted on the website.

***2018 Construction in Millersburg.*** In an effort to better inform our public of construction activities in the City, especially those impacting transportation, information on 2018 construction projects in Millersburg has been posted on the website. A copy of this notice is attached.

***Scheduled Maintenance.*** Scheduled maintenance activities for vegetation removal within road right-of-ways and detention basins has been posted on the City website. The schedule will be updated regularly. A copy of this notice is attached.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart (1/7 to 8/12)																											
1	?	<b>Millersburg Tasks</b>																																	
2	?																																		
3	?	<b>Charter</b>	377 days	Tue 2/13/18	Wed 7/24/19		Kevin,Forrest	[Gantt bar from 2/13/18 to 7/24/19]																											
4	?	<b>Complete update of charter</b>	365 days	Thu 3/1/18	Wed 7/24/19			[Gantt bar from 3/1/18 to 7/24/19]																											
5	✓	Signatures for checks	41 days	Tue 2/13/18	Tue 4/10/18		Kevin,Forrest,Kim	[Gantt bar from 2/13/18 to 4/10/18]																											
6	?	Appointment of officers and employees - Section 12 CC																																	
7	?																																		
8	?	<b>Ordinances and Code</b>	269 days	Mon 1/22/18	Thu 1/31/19		Forrest,Kim,Kevin	[Gantt bar from 1/22/18 to 1/31/19]																											
9	?	<b>Update Code of Ordinances - change to Municipal Code</b>	269 days	Mon 1/22/18	Thu 1/31/19			[Gantt bar from 1/22/18 to 1/31/19]																											
10	?	Add sewer and storm water - see 34.22 Utilities																																	
11	?	Add and adopt section regarding wastewater treatment system - regulations, fees.																																	
12	?	Move Streets and Sidewalks Title IX (93) to Title V Public																																	
13	?	Need to add SDCs - Look at adopting similar to City of Albany Municipal Code 15.16																																	
14	?	Resolutions - need to update water resolution with new billing cycle CO 50.05																																	
15	?	Billing procedures																																	
16	✓	Ordinances and Resolutions missing attachments	1 day	Mon 1/22/18	Mon 1/22/18			[Gantt bar from 1/22/18 to 1/22/18]																											
17	?	City manager has been listed in the CO - research whether this change was done by ordinance																																	
18	?	<b>Land Use Development Code</b>	269 days	Mon 1/22/18	Thu 1/31/19		John Morgan,Matt Straite	[Gantt bar from 1/22/18 to 1/31/19]																											
19	?	Determine correct version of current code																																	
20	?	Update/Re-write LUDC																																	
21	?	Comprehensive Plan Update																																	
22	?																																		
23	?	<b>Policies, Procedures, and Standards</b>	199 days	Mon 1/22/18	Thu 10/25/18			[Gantt bar from 1/22/18 to 10/25/18]																											
24	?	<b>Purchasing</b>	115 days	Mon 1/22/18	Fri 6/29/18		Kim,Kevin	[Gantt bar from 1/22/18 to 6/29/18]																											
25	✓	Adopt new purchasing policy	11 days	Tue 2/27/18	Tue 3/13/18		Kevin,Forrest	[Gantt bar from 2/27/18 to 3/13/18]																											
26	✓	Join Oregon Cooperative Procurement Program	1 day	Tue 1/9/18	Tue 1/9/18			[Gantt bar from 1/9/18 to 1/9/18]																											
27	?	Procurement forms					Kim																												
28	?	Staff reimbursement forms					Kim																												
29	?	Review resolution 2017-11 regarding returned checks in comparison to ORS 30.701(5)					Jake																												
30	?	Ethics Policy					Kevin,Janelle																												
31	?	Fleet policy and best practices for vehicles					Kevin,Janelle																												
32	?	Computer/electronics use policy					Kevin,Janelle																												
33	?	Equipment use policy					Kevin,Janelle																												
34	?	Billing policy					Kim																												
35	?	Alcohol use policy for parks and city hall			Fri 7/13/18		Kim,Forrest	[Gantt bar from 7/13/18 to 7/13/18]																											
36	?	<b>Safety procedures and training</b>	185 days	Fri 2/9/18	Thu 10/25/18		Kevin,Janelle	[Gantt bar from 2/9/18 to 10/25/18]																											
37	?	Safety manual			Thu 10/25/18			[Gantt bar from 10/25/18 to 10/25/18]																											
38	?	Staff training plans																																	
39	?	Ergo evaluations																																	
40	?	PPE																																	
41	?	<b>Permits</b>	61 days	Thu 7/5/18	Fri 9/28/18			[Gantt bar from 7/5/18 to 9/28/18]																											
42	✓	Review grading and ROW permits, modify if needed	0 days	Thu 7/5/18	Thu 7/5/18		Janelle	[Gantt bar from 7/5/18 to 7/5/18]																											

Project: Task List  
Date: Thu 7/5/18

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			



Project: Task List  
Date: Thu 7/5/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	



Project: Task List  
Date: Thu 7/5/18

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

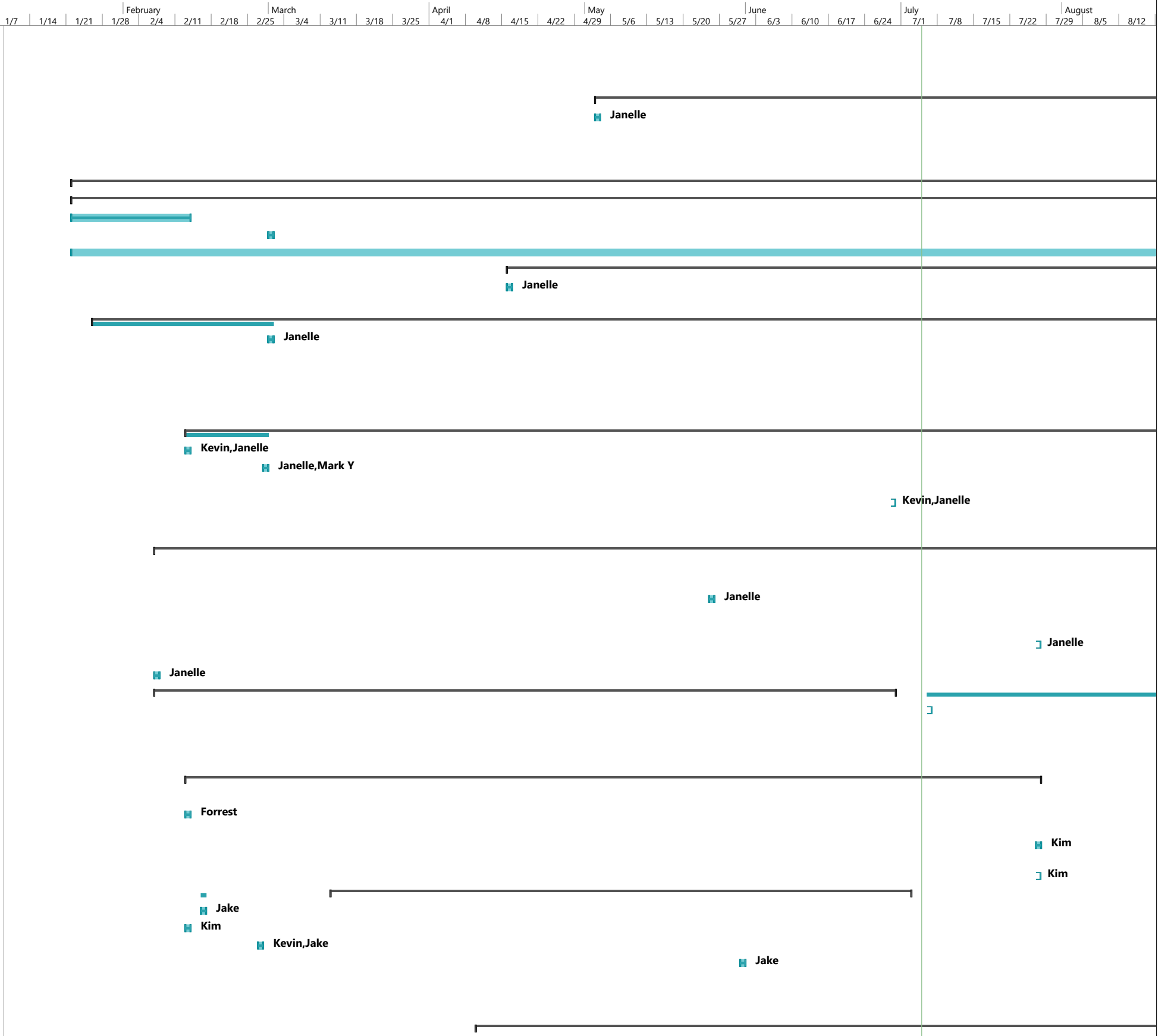
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart (1/7 to 8/12)																											
138	✓	Notify Linn County of request to withdraw	1 day	Tue 1/23/18	Tue 1/23/18			[Gantt bar]																											
139	⚠	Temporary station	94 days	Tue 1/23/18	Fri 6/1/18		Kevin,Janelle	[Gantt bar]																											
140	✓	Site selection	1 day	Fri 4/13/18	Fri 4/13/18		Kevin,Janelle	[Gantt bar]																											
141	⚠	Design	124 days	Tue 1/23/18	Fri 7/13/18			[Gantt bar]																											
142	⚠	Land use and building permits			Fri 7/20/18		Janelle,Matt	[Gantt bar]																											
143	⚠	Building and foundation requirements	114 days	Tue 1/23/18	Fri 6/29/18		Janelle	[Gantt bar]																											
144	⚠	Utilities			Fri 7/13/18		Janelle	[Gantt bar]																											
145	⚠	Site work (surfacing and roads)			Fri 7/13/18		Janelle	[Gantt bar]																											
146	⚠	Equipment	169 days	Tue 1/23/18	Fri 9/14/18		Kevin	[Gantt bar]																											
147	⚠	Building - Millersburg to provide	114 days	Tue 1/23/18	Fri 6/29/18			[Gantt bar]																											
148	⚠	Bay - Albany to provide						[Gantt bar]																											
149	⚠	Emergency generator						[Gantt bar]																											
150	⚠	Furnishings - Millersburg to provide						[Gantt bar]																											
151	⚠	Response equipment - Albany						[Gantt bar]																											
152	⚠	Computer equipment - City of Albany with Millersburg to purchase?						[Gantt bar]																											
153	⚠	Radio, tap out equipment - City of Albany with Millersburg to purchase?						[Gantt bar]																											
154	⚠	Signage - Millersburg Station - 15 Albany Fire Department?						[Gantt bar]																											
155	⚠							[Gantt bar]																											
156	⚠	Millersburg Park	225 days	Tue 1/23/18	Mon 12/3/18			[Gantt bar]																											
157	✓	Slide installation	28 days	Thu 1/25/18	Mon 3/5/18		Sean	[Gantt bar]																											
158	⚠	Reservations	225 days	Tue 1/23/18	Mon 12/3/18			[Gantt bar]																											
159	✓	New reservation form	1 day	Tue 1/23/18	Tue 1/23/18		Kim,Jake	[Gantt bar]																											
160	⚠	Online reservations			Mon 12/3/18		Kim,Jake	[Gantt bar]																											
161	⚠	Review reservation fees					Jake	[Gantt bar]																											
162	⚠	Ball fields	53 days	Wed 3/7/18	Fri 5/18/18		Sean,Janelle	[Gantt bar]																											
163	✓	South ball field rehabilitation work	1 day	Fri 5/18/18	Fri 5/18/18		Sean,Janelle	[Gantt bar]																											
164	✓	Baseball field use agreements	1 day	Wed 3/7/18	Wed 3/7/18		Kevin,Janelle	[Gantt bar]																											
165	⚠	Lighting	157 days	Thu 1/25/18	Fri 8/31/18			[Gantt bar]																											
166	✓	Solicit and receive quotes	57 days	Thu 1/25/18	Fri 4/13/18		Sean	[Gantt bar]																											
167	⚠	Award work	114 days	Thu 1/25/18	Tue 7/3/18			[Gantt bar]																											
168	⚠	Complete work	104 days	Tue 4/10/18	Fri 8/31/18		Sean	[Gantt bar]																											
169	⚠	Park/city hall safety inspection checklist			Fri 9/28/18		Janelle,CIS	[Gantt bar]																											
170	✓	Park safety inspection	1 day	Tue 5/1/18	Tue 5/1/18		Sean,CIS,Janelle	[Gantt bar]																											
171	⚠	Change emergency callout signage			Fri 8/31/18		Sean,Jake	[Gantt bar]																											
172	⚠	Parks Master Plan RFQ development			Thu 11/1/18			[Gantt bar]																											
173	⚠							[Gantt bar]																											
174	⚠	Water Distribution System	244 days	Tue 1/23/18	Fri 12/28/18		Janelle,Kim,Sean	[Gantt bar]																											
175	⚠	Water master plan	159 days	Tue 1/23/18	Fri 8/31/18			[Gantt bar]																											
176	✓	Follow up with state on their review comments	1 day	Fri 2/2/18	Fri 2/2/18		Janelle	[Gantt bar]																											
177	⚠	submit finance component when available			Fri 8/31/18		Janelle	[Gantt bar]																											
178	⚠	Annual water audit			Fri 12/28/18		Janelle,Kim	[Gantt bar]																											
179	⚠	Meter testing and replacement program			Fri 12/28/18		Janelle	[Gantt bar]																											
180	⚠	Leak detection program			Fri 12/28/18		Janelle	[Gantt bar]																											
181	⚠	Public education			Fri 12/28/18		Janelle,Kim	[Gantt bar]																											
182	⚠	Industrial conservation measures			Fri 12/28/18		Janelle	[Gantt bar]																											
183	⚠	Consider weather station on park irrigation system			Fri 12/28/18		Janelle,Sean	[Gantt bar]																											
184	✓	Track metered hydrant water usage	1 day	Fri 12/28/18	Fri 12/28/18		Janelle,Jake	[Gantt bar]																											
185	✓	Plan review exemption letter (annual)	1 day	Tue 3/27/18	Tue 3/27/18		Janelle	[Gantt bar]																											

Project: Task List  
Date: Thu 7/5/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
186	?	OHA requirements tracking			Fri 12/28/18		Janelle
187	?	Water Management and Conservation Plan Update Feb 2022					Janelle
188	?						
189	?	<b>Sewer Collection System</b>	<b>152 days</b>	<b>Thu 5/3/18</b>	<b>Fri 11/30/18</b>		
190	✓	Inspection and maintenance program (manholes and piping)	1 day	Thu 5/3/18	Thu 5/3/18		Janelle
191	?	Lift Station Project - ATI summer 2018			Fri 11/30/18		Janelle
192	?						
193	?	<b>Stormwater</b>	<b>245 days</b>	<b>Mon 1/22/18</b>	<b>Fri 12/28/18</b>		
194	?	<b>Stormwater Master Plan</b>	<b>245 days</b>	<b>Mon 1/22/18</b>	<b>Fri 12/28/18</b>		
195	✓	Contract with consultant	17 days	Mon 1/22/18	Tue 2/13/18		
196	✓	Kickoff meeting	1 day	Thu 3/1/18	Thu 3/1/18		
197	?	Ongoing support to consultant	245 days	Mon 1/22/18	Fri 12/28/18		
198	?	Fencing detention basins	100 days	Mon 4/16/18	Fri 8/31/18		Janelle,Sean
199	✓	Receive quotes	1 day	Mon 4/16/18	Mon 4/16/18		Janelle
200	?	Complete work			Fri 8/31/18		Janelle,Sean
201	?	TMDL	241 days	Fri 1/26/18	Fri 12/28/18		
202	✓	Yearly reporting - next due Mar 1, 2018	1 day	Thu 3/1/18	Thu 3/1/18		Janelle
203	?	Update every five years - next due					Janelle
204	?	Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement			Fri 9/28/18		Janelle,Sean
205	?	MS4	229 days	Tue 2/13/18	Fri 12/28/18		
206	✓	Join Oregon ACWA	1 day	Tue 2/13/18	Tue 2/13/18		Kevin,Janelle
207	✓	Submit comments to DEQ	1 day	Wed 2/28/18	Wed 2/28/18		Janelle,Mark Y
208	?	Pursue waiver					
209	?	Have Millersburg storm drain facilities added to Albany GIS			Fri 6/29/18		Kevin,Janelle
210	?						
211	?	<b>Tranportation/Streets</b>	<b>233 days</b>	<b>Wed 2/7/18</b>	<b>Fri 12/28/18</b>		
212	?	Bridge inspections - insure they are on a regular schedule			Fri 12/28/18		Janelle
213	✓	Establish a street maintenance program (crack filling, sealing, overlay, etc.)	1 day	Fri 5/25/18	Fri 5/25/18		Janelle
214	?	Woods Road conceptual design for future development			Fri 7/27/18		Janelle
215	✓	Adopt new road frontage fees	1 day	Wed 2/7/18	Wed 2/7/18		Janelle
216	?	Bollards on Parker and Morningstar	103 days	Wed 2/7/18	Fri 6/29/18		Janelle
217	?	Receive quotes			Fri 7/6/18		
218	?	Complete work			Fri 8/31/18		
219	?	Street sweeping quotes and bid			Fri 8/31/18		Kevin,Janelle
220	?						
221	?	<b>Miscellaneous</b>	<b>119 days</b>	<b>Tue 2/13/18</b>	<b>Fri 7/27/18</b>		
222	?	Master email list			Ongoing		Kim
223	✓	Status of current agricultural land leases - see CO 34.03	1 day	Tue 2/13/18	Tue 2/13/18		Forrest
224	✓	Franchise Agreements - identify agreements and dates	1 day	Fri 7/27/18	Fri 7/27/18		Kim
225	?	Newsletter			Fri 7/27/18		Kim
226	?	<b>Banking services</b>	<b>80 days</b>	<b>Tue 3/13/18</b>	<b>Mon 7/2/18</b>		Jake
227	✓	Office credit card machine	1 day	Fri 2/16/18	Fri 2/16/18		Jake
228	✓	New copy machine	1 day	Tue 2/13/18	Tue 2/13/18		Kim
229	✓	LGPI pool funds	1 day	Tue 2/27/18	Tue 2/27/18		Kevin,Jake
230	✓	After hours callout service	1 day	Thu 5/31/18	Thu 5/31/18		Jake
231	?	Post utility rate and SDC info to website once changes are adopted			Fri 12/28/18		Janelle,Kim
232	?						
233	?	<b>HR</b>	<b>104 days</b>	<b>Tue 4/10/18</b>	<b>Fri 8/31/18</b>		



Project: Task List  
Date: Thu 7/5/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
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Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart (1/7 to 8/12)																											
234	✓	Oregon Savings Growth Plan	1 day	Tue 4/10/18	Tue 4/10/18		Jake	[Gantt bar for 234: Tue 4/10/18 to Tue 4/10/18, Resource: Jake]																											
235	?	Annual evaluations			Fri 8/31/18		Kevin, Janelle	[Gantt bar for 235: Fri 8/31/18 to Fri 8/31/18, Resource: Kevin, Janelle]																											
236	?	Update employee manual			Fri 8/31/18		Kevin, Forrest	[Gantt bar for 236: Fri 8/31/18 to Fri 8/31/18, Resource: Kevin, Forrest]																											

Project: Task List  
Date: Thu 7/5/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Progress

## 2018 Construction in Millersburg

2018 is shaping up to be a busy year, with many construction activities taking place throughout the City. Following is a list of projects which are under construction or planned for 2018. Some of these projects will require temporary lane or full road closures while they are under construction. In addition, planned water and sewer maintenance activities may involve flaggers and/or temporary lane closures from time to time. We appreciate your patience as we grow! If you have any questions regarding these projects, please contact City Hall.

### Under Construction:

**Woods Road Sewer Line Installation.** As part of a private development, a sewer line will be installed in Woods Road north of Alexander and south of Sonora. Because of the depth of the line and the width of Woods Road, the project will require periodic road closures. Road closure information will be posted on the reader board at City Hall and road closure signs will be posted. A temporary patch will be installed and maintained during construction. In the fall of 2018, once sewer line construction is complete, an overlay of this portion of Woods Road is scheduled.

**Electrical Utility Work on Old Salem Road.** Pacific Power is installing electrical service along the east side of Old Salem Road to a new industry on Western Way. The installation will be partially above ground and partially below ground. Flaggers will be used as needed on Old Salem Road during construction.

**Utility Work.** Installation of new utilities (gas, power, cable, water, and sewer) is often required for new residences. This work sometimes requires temporary partial lane closures. If a project will require a full road closure and detour, it will be posted on the reader board at City Hall and information provided on the website.

**Love's Travel Stop.** Love's grand opening is scheduled for July, 2018. Until that time, work continues to complete the site improvements and driveways off of Old Salem Road.

**Truax Creek Bridge Replacement.** This Linn County project is scheduled for completion in August, 2018. See Linn County website for more information.

### Planned Projects:

**Temporary Fire Station.** The City of Millersburg will be constructing a new temporary fire station. The location of the new station is on City-owned property, across Conser Road from City Hall. The station will consist of a modular building to be used as living quarters and offices, and a portable bay (metal building) to house response equipment. Site improvements will include two new 24' wide driveways off of Conser Road, asphalt pavement for all vehicular and parking areas, and a 15' landscape buffer along

Conser Road. Construction will take place in the Summer and the new station is scheduled for completion in September, 2018.

**Bollards at Shayla Ct and Megan St.** This project will install bollards at the west end of Shayla Ct. to provide limited access for emergency vehicles only. In addition, the cable barrier on Megan St. near Morningstar Road will be replaced with bollards.

**Solar Speed Signs.** In cooperation with Linn County, solar speed signs will be installed at four locations (Old Salem Road near Arnold Lane, Old Salem Road near Steelhead Run, Millersburg Drive westbound and Millersburg Drive eastbound) in Millersburg. These signs will operate on solar power and will display the driver's speed. Installation is anticipated in early summer, 2018.

**Kathryn Lane Repair.** This project will replace six panels of failed concrete pavement on Kathryn Lane. At times during construction, access will be limited, however full road closure is not anticipated.

**Crack Sealing Sweetwater Subdivision and Millersburg Drive West of Woods Road.** This project will perform preventative maintenance on the streets in the Sweetwater Estates subdivision and on Millersburg Drive west of Woods Road in the form of crack sealing. Temporary lane closures will be required.

**Woods Road Repair and Overlay.** This project will repair potholes and add a 2-inch overlay on Woods Road north of Alexander Lane. This work will not be conducted until the sewer line work in Woods Road is completed.

**Sewer Lift Station Upgrades.** The ATI Sewer Lift Station is being upgraded this summer to provide increased capacity for the City of Millersburg's sewer system. This work will take place entirely within the ATI site. Some additional work will also take place to complete the site work at the Morningstar Lift Station, which could not be completed last winter due to weather conditions.

**Sewer Manhole Repairs – Morningstar Basin.** This project will repair five manholes in the Morningstar Basin that were previously inspected and identified as needing repair. When working on manholes within roadways, temporary lane closures, barricades, and/or flaggers will be utilized.

**Inspect Sewer Collection System Manholes – Crooks Creek Basin.** This project will inspect collection system manholes in the Crooks Creek basin and identify manholes in need of repair. When inspecting manholes within roadways, temporary lane closures, barricades, and/or flaggers will be utilized.

**Clean and TV Sewer Collection System Pipes – Morningstar Basin.** This project will clean and televise the collection system pipes in the Morningstar basin. This project will identify problem areas in need of repair. When accessing manholes within roadways, temporary lane closures, barricades, and/or flaggers will be utilized.

## **Scheduled Maintenance – Vegetation Removal**

The City's upcoming scheduled maintenance for vegetation removal is shown below. Because of limited staff and equipment resources, this schedule may be adjusted as required to respond to needs within the city. If you are aware of a maintenance need which is not addressed in the schedule below, please contact City Hall. Please keep in mind that it is the responsibility of the property owner to maintain not only their frontage, but also the sidewalk and planter strip adjacent to the sides and rear of their property, where applicable. City Ordinance 117 requires that all vegetation be removed up to 8 ft above sidewalks and 14 ft above roads.

City maintenance work within road right-of-ways consists of removal of vegetation from walking areas and pruning or cutting of vegetation interfering with sight distance and road clearance. In some areas, vegetation within the right-of-way is also sprayed with herbicide to reduce maintenance frequency.

### **Upcoming Scheduled Maintenance:**

Week of 7/2: Conser Road and Hoffman Estates detention basin

Week of 7/9: Millersburg Drive east of Woods Road and Becker Ridge north detention basin

Week of 7/16: Millersburg Drive west of Woods Road and Woods Estates detention basin

Week of 7/23: Morningstar Road, Old Salem Road north of Morningstar, and Eagles Nest detention basin

Week of 7/30: Old Salem Road from Conser to Morningstar

Week of 8/6: Woods Road and Morningstar Subdivision detention basin



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: June 20, 2018, for the July 10, 2018 City Council Meeting  
SUBJECT: Wastewater Intergovernmental Agreements with the City of Albany

Action Requested:

Approval to sign updated Intergovernmental Agreements (IGA's) with the City of Albany for our Wastewater Collection System Maintenance and Operation and for our Jointly Owned Wastewater Facilities.

Discussion:

The attached agreements replace agreements entered into in 2007 and 2010. The Jointly Owned Wastewater Facilities IGA previously included provisions for the expansion of the wastewater facility and construction of Talking Water Gardens. The update of these agreements includes the removal of those items which were associated with construction and the associated covenants.

The final drafts were prepared by Millersburg and Albany staff, and have been reviewed and approved by the Albany-Millersburg Water/Wastewater Management Committee.

The IGA for wastewater collection system maintenance defines and clarifies the maintenance services Albany will provide to Millersburg's wastewater collection system. The new IGA essentially maintains the maintenance functions previously provided by Albany on Millersburg's wastewater collection system as identified in the previous IGA's.

The IGA for jointly-owned wastewater facilities defines the operation, maintenance and cost sharing for the Water Reclamation Facilities and Talking Water Gardens wetlands. The new IGA specifies that Albany employs the supervisor and makes decisions regarding daily operational activities of the jointly-owned facilities. It also addresses Albany's responsibility for complying with the National Pollution Discharge Elimination System (NDPES) permit, the industrial discharge pretreatment program, wastewater facility capacity management and expansion, and capital projects implementation. Additionally, the agreement identifies Millersburg's reporting responsibilities related to the NDPES permit.

Both IGA's have a ten-year term with the option to automatically extend for five years if neither party wishes to terminate the agreements.

Budget Impact:

None

Recommendation:

Approval to sign the updated IGA's.

Attachment(s):

IGA's

**ALBANY AND MILLERSBURG INTERGOVERNMENTAL AGREEMENT  
FOR WASTEWATER COLLECTION SYSTEM OPERATIONS AND MAINTENANCE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the City of Albany, a municipal corporation of the State of Oregon (Albany) and the City of Millersburg, a municipal corporation of the State of Oregon (Millersburg). The respective Council or designated representative of each City is referred to as “party” or “parties” in this Agreement. This Agreement defines the respective responsibilities between Albany and Millersburg for operation and maintenance of the City of Millersburg’s public wastewater collection system.

**WITNESSETH:**

WHEREAS, Albany and Millersburg jointly own wastewater facilities, including the Water Reclamation Facility and the Talking Water Gardens wetlands, that are collectively referred to as the “A-M Wastewater Treatment Facilities” and which are operated and maintained in accordance with the “Albany and Millersburg Intergovernmental Agreement for Jointly Owned Wastewater Facilities” dated \_\_\_\_\_, 2018; and

WHEREAS, the Oregon Department of Environmental Quality (Oregon DEQ) issued Albany National Pollution Discharge Elimination System Waste Discharge Permit No. 102024 (NPDES Permit) for the A-M Wastewater Treatment Facilities, including the Millersburg wastewater collection system (see Exhibit A) which discharges domestic and industrial waste to the A-M Wastewater Treatment Facilities. The Millersburg wastewater collection system must be operated, maintained and managed to eliminate risks of Sanitary Sewer Overflows (SSOs) and other potential NPDES Permit violations; and

WHEREAS, Oregon Administrative Rule Chapter 340, Division 049 and the NPDES Permit require wastewater collection system owners to have a certified operator supervise system operations and Millersburg wishes to have Albany’s certified operator supervise its wastewater collection system operations; and

WHEREAS, the Millersburg wastewater collection system is defined to include, among other assets, the Millersburg-identified gravity flow and pressurized pipes, manholes, lift stations and associated appurtenances that occur within the public right-of-way or easement; and

WHEREAS, Millersburg desires to contract with Albany for specific operation, maintenance, and management functions to be routinely performed for Millersburg on the public wastewater collection system it owns; and

WHEREAS, Millersburg agrees to perform specific functions identified in this Agreement; and

WHEREAS, both parties recognize the need to comply with the NPDES Permit and the rules adopted by the Oregon Environmental Quality Commission and the U.S. Environmental Protection Agency.

NOW, THEREFORE, the parties agree that the previous agreement titled “Intergovernmental Agreement for Wastewater Collection System Operation and Maintenance” executed on August 8, 2007, between Albany and Millersburg (Albany Resolution No. 5464) is hereby repealed and replaced in its entirety by this Agreement; and

That the recitals set forth above are incorporated in this Agreement as an expression of the intent of the parties; and

That the parties will operate and maintain the Millersburg public wastewater collection system in accordance with the following terms and conditions:

**I. COVENANTS OF MILLERSBURG**

- A. Millersburg will maintain and comply with its sewer use ordinance (Millersburg Code Chapters 51 and 52) that: (1) includes standards and controls for discharges to Millersburg’s sanitary sewer collection system; (2) prohibits discharges to its collection system that directly or indirectly cause interference or pass-through to the A-M Wastewater Treatment Facilities, or otherwise violates or causes a violation

of the NPDES Permit; (3) provides for an industrial pretreatment program to regulate industrial wastewater discharges; and (4) that is consistent with Albany's sewer use and industrial pretreatment regulations in Albany Municipal Code (AMC) 10.06, applicable NPDES Permit requirements, and applicable rules adopted by the U.S. Environmental Protection Agency and the Oregon Environmental Quality Commission.

- B. To comply with OAR 340-049-0015, Millersburg agrees that Albany's certified operator shall supervise operation and maintenance of Millersburg's sanitary sewer collection system and agrees to follow the recommendations of Albany's certified operator.
- C. Millersburg will process and permit or deny all requests for new connections to existing lines that are part of the Millersburg sanitary sewer collection system in accordance with Millersburg Code Chapters 51 and 52. Millersburg will collect any fees associated with the installation of each new connection. Millersburg will have a qualified inspector on-call and Millersburg's inspector will inspect all connections to Millersburg's sanitary sewer collection system and maintain a record of all inspections.  
  
Millersburg will notify Albany of non-residential developments being reviewed or approved. Upon receipt of any building permit applications, plan submittals, or plumbing remodel plans for commercial or industrial facilities, or knowledge that such applications or plans have or may be submitted, Millersburg will immediately notify and provide available documents to Albany's Public Works Environmental Services office in order to facilitate pretreatment plan review by Albany.
- D. Millersburg will provide Albany with as-built record drawings for system connections, improvements, pipe replacements or expansions, and lift station improvements within 60 days after completion of the project. Albany will use the as-built record drawings to facilitate maintenance and for responding to the One-Call system for the Millersburg sanitary sewer collection system.
- E. Millersburg will develop and implement corrective actions to control, limit, reduce or minimize infiltration and inflow (I/I) to the Millersburg sanitary sewer collection system by reviewing condition assessment reports and performance data received from Albany for pipes, manholes and lift stations to maintain the system performance and reduce overflows or overflow potential. I/I reduction efforts by Millersburg should include, but not be limited to, funding costs for source detection, separation of stormwater from the sanitary sewer system, improvements to Millersburg's sanitary sewer collection system, and adoption of ordinances and policies needed to effectively identify and reduce I/I. Millersburg shall determine the extent and scope of its I/I reduction efforts and provide annual I/I data to Albany as requested for NPDES reporting requirements.
- F. Taking into account the general condition information and recommendations provided by Albany, Millersburg will be responsible for detailed risk, capacity, and condition assessments at Millersburg's lift stations and force mains to project flows, conduct facility planning, prevent sanitary sewer overflows, and to protect public health by preventing back-up of wastewater to basements, streets, and other public and private property.
- G. Millersburg will pay for all power and other expenses for operating the lift stations.
- H. Millersburg will contract with a third party for reading, calibration and testing and will provide Albany with accurate daily flow measurements and annual flow meter(s) testing and calibration records for the master wastewater meter located on Waverly Drive.
- I. Millersburg will schedule, budget and pay for design, planning, project administration, review, approval, construction, inspection, and/or acceptance of any new replacement, repair, relocation, extension, or expansion of Millersburg sanitary sewers, force mains, lift stations, and appurtenances.

For lift station projects, Millersburg will provide at least 30 days for Albany to develop and provide to Millersburg specifications for instrumentation and control relating to each lift station project. Millersburg agrees to incorporate and implement Albany's specifications for instrumentation and control design for each lift station project.

Millersburg will send all draft sewer system improvement and expansion construction plans for both publicly and privately constructed public infrastructure to Albany Public Works Operations providing at least 30 days for Albany's operational review. Albany may provide suggestions on all proposed

plans, including but not limited to preferred materials, lift station pump recommendations, and flow and capacity information. Final design and engineering is Millersburg's responsibility.

Millersburg will follow Albany Standard Construction Specifications for material types and standard parts. If Millersburg authorizes use of materials or parts not identified in Albany's Standard Construction Specifications, Millersburg will notify Albany in writing prior to construction and Millersburg accepts that this decision may result in delays in responding to work requests or emergencies and may increase costs.

- J. Millersburg agrees to immediately report collection system emergencies and SSOs to Albany. Millersburg also agrees to notify Albany's Wastewater Superintendent of any actual or potential wastewater code or NPDES Permit violations immediately after notice of the violation or potential violation.

In an emergency, verbal authorization for services not included in this Agreement may be given by the representatives of Millersburg to Albany Public Works at the time of the request. Such authorization will be temporary for the duration of the emergency and Albany will confirm this in writing. If work needs to be done to protect the system and maintain NPDES Permit compliance, Millersburg agrees that Albany is authorized to perform the work with or without verbal authorization.

- K. Millersburg will be responsible for any fines and/or other regulatory or judicial enforcement actions initiated by Oregon DEQ, the U.S. Environmental Protection Agency or any third party for overflows from Millersburg's lift stations or Millersburg sanitary sewer collection system that result from actions or events beyond Albany's reasonable control.
- L. Millersburg will provide utility billing services, including customer billing, collections, or any customer service related to billing.
- M. Millersburg will host and participate in the annual planning meeting referred to in Section III.

## II. COVENANTS OF ALBANY

Albany will perform the following wastewater collection system operations and maintenance services in accordance with Albany's "Wastewater Collection Standard Operating Procedures." These services listed below will be subject to the charges and rates in Section III.

- A. Certified Operator: Albany will provide a certified operator to supervise operation and maintenance of Millersburg's sanitary sewer collection system. Albany will provide the operator's name, certification number, and contact information to Millersburg.
- B. Public Gravity Sanitary Sewer System:
  - 1. Albany shall clean, televise, and evaluate Millersburg's public sanitary gravity sewer collection system pipes and manholes as needed with a goal to clean and inspect the entire system approximately once every 5 years.
  - 2. As part of the routine inspections, Albany shall clean, televise and evaluate the condition of Millersburg's public sanitary gravity sewer collection system pipes and manholes according to the National Association of Sewer Service Companies (NASSCO) standards. These standards include the Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) for defect identification and assessment.
  - 3. Albany shall identify I/I sources or locations when observed as a part of the sanitary sewer collection system cleaning, inspection, and manhole condition assessment work. Albany will communicate these I/I locations to Millersburg for their prioritization and repair.
  - 4. Albany shall provide Millersburg an annual report summarizing activities in B1, B2, and B3.
- C. Air Relief Valves: Albany shall inspect and clean air relief valves on force mains quarterly or as needed.



- D. Lift Stations: Albany shall clean the wet wells and identify basic maintenance needs for each of Millersburg's lift stations quarterly or as needed.
- E. Routine Lift Station Inspections and Preventive Maintenance: Albany shall inspect Millersburg's lift stations approximately once every two weeks and perform routine preventive maintenance for existing capacity as needed. Routine preventive maintenance shall include inspection of telemetry equipment, pump and motor controls, cooling, ventilation equipment, and rain gauges. Albany shall make minor repairs and adjustments to equipment as needed to maintain the performance of the lift station.
- Since lift stations are critical assets, Albany will conduct a general condition assessment evaluation approximately once every six months and notify Millersburg of obvious lift station repairs, upgrades, or additional assessment needs for existing capacity. Albany will not conduct detailed risk, capacity, and condition assessment for Millersburg's major maintenance or facility planning needs.
- F. Supervisory Control and Data Acquisition (SCADA) Monitoring and Data Maintenance: Albany shall monitor wet well alarms, pump and motor cycling, and related information through Albany's SCADA system at each lift station. Albany shall maintain the SCADA records, inspection findings, and pump run times for each lift station. Albany will inform Millersburg of any obvious risks, and capacity or condition concerns. Data on Millersburg's lift stations will be provided upon request. During design of a lift station, Albany will provide pump run data from SCADA and suggest compatible pumps and components.
- G. Data entry: Albany shall enter and maintain data on the sanitary sewer pipes, manholes, lift stations, and other components within Albany's Geographic Information System (GIS) and computerized maintenance management system (CMMS) programs using the data made available by Millersburg. Once approved as-built record drawings for system connections, improvements, pipe replacements or expansions, and lift station improvements are received from Millersburg, Albany will update GIS/CMMS programs. Albany will provide data to Millersburg upon request. Albany's ability to provide this service is dependent on timely receipt from Millersburg of accurate as-built drawings of Millersburg facilities. Albany will provide this service as part of general administration and overhead.
- H. System Locates (One-call System): Albany shall respond to requests for sanitary sewer location markings based upon Albany GIS mapping of the Millersburg sanitary sewer system and in compliance with OAR Chapter 952, Division 001. Albany's ability to provide this service is dependent on timely receipt from Millersburg of accurate as-built drawings of Millersburg sanitary sewer facilities.
- I. Emergency Response: Albany shall make an initial response to emergency calls from Millersburg or its customers for sanitary sewer collection system failures, restrictions, or damage within two (2) hours of notification. Depending on the nature of the emergency, other actions may be required to the extent mutually agreed by both parties. During widespread emergencies, such as catastrophic earthquake, Albany in its own discretion will prioritize system needs across both the Albany and Millersburg systems and respond accordingly. "Damage" shall include but not be limited to lift station damage, power failure or flow restrictions, public sanitary sewer collection system pipe damage or restrictions, and damage or restrictions to service laterals inside the public right-of-way within the Millersburg sanitary sewer collection system.
- J. Regulatory Coordination and Liability: Albany shall report to DEQ sewage overflows from the Millersburg system. Albany shall maintain records of overflow events and be responsible for public notification as required. Reports and records of overflows in Millersburg will be provided to Millersburg.

### **III. BUDGETS, COSTS, AND BILLING**

- A. Millersburg shall budget its share of the costs for services described in this Agreement. To support Millersburg with its budgeting process, Albany will:

1. Attend and participate in an annual planning meeting hosted by Millersburg to be completed by February 1<sup>st</sup> of each year; and
  2. Prepare and deliver to Millersburg an estimate for sanitary sewer collection system operations and maintenance services as part of the Millersburg summary budget documents described in the Albany and Millersburg Intergovernmental Agreement for Jointly Owned Wastewater Facilities. The Millersburg summary budget will include annual charges for personnel and equipment.
- B. Albany will apply the rates and charges applicable at the time of service to perform the sanitary sewer collection system operations and maintenance services in Section II as follows:
1. Charges for work performed will be based on an itemized time and materials costs basis.
    - Labor will be billed at an hourly rate, which includes the costs for direct labor and overhead for the hours required to perform the work.
      - Overhead costs rolled into a single average labor rate for all workers includes administrative expenses for telephone, mailing, printing, uniforms, and small tool use. Staff time for data updating (including GIS and CMMS), management reporting, phone calls, and producing and posting reports are not directly charged but are assumed to be covered with overhead.
    - Materials will be billed at cost.
    - Equipment will be billed using FEMA's Schedule of Equipment Rates.
  2. The cost of special mutually beneficial projects (such as an orthophotography update) will be shared between Albany and Millersburg as negotiated on a case-by-case basis.
  3. Charges for work performed may be modified and agreed to in writing by both parties.
- C. Millersburg will be billed quarterly by Albany in a combined invoice that includes charges for services described above and for jointly owned treatment facility costs as provided in the Albany and Millersburg Intergovernmental for Jointly Owned Wastewater Facilities. Payments are due within 30 business days after receipt. Late payments shall bear interest at nine (9) percent per annum.

#### IV. OTHER TERMS AND CONDITIONS

- A. **Term and Termination.** This Agreement begins upon execution and will remain in effect for a 10-year period unless amended or terminated as provided herein. At the end of the 10-year period, this Agreement automatically extends for succeeding 5 year terms subject to the terms herein.
1. Amendment. This Agreement may be amended by mutual written agreement, signed by authorized representatives of each party.
  2. Termination. Any party may elect to terminate this Agreement by giving written notice of termination to the other party and stating a date for termination, which shall not be less than two years from the date of notice.
- B. **Albany Obligations Subject to Appropriation and Emergency.** All Albany obligations are subject to the availability of funds, adequate for the work and designated for such purpose by the Albany City Council. The Public Works Department agrees to recommend necessary funding, but the City Council reserves final discretion for the allocation of available resources. In the event of conditions deemed to constitute an emergency by the City of Albany, Albany's obligations hereunder may be suspended or reduced so long as Millersburg is generally provided service equivalent to that provided to Albany residents.
- C. **Hold Harmless.** Albany will use its best efforts and professional judgment to maintain the Millersburg facilities to the extent called for in this Agreement. Millersburg agrees to hold harmless, and indemnify Albany, its officers, agents and employees from and against any and all claims, costs, demands, and damages, of any kind, other than Albany's negligence, whether occurring to the property of Millersburg or to third parties as a result of the operation and maintenance activities identified in this Agreement. This obligation shall extend to all claims, costs, damages and demands as well as costs of defense.

Millersburg agrees to hold Albany harmless from and against any claims, costs, demands or damages, including costs of defense, in the event that Millersburg facilities are not located as shown on the as-built drawings or in the event that the drawings are not provided to Albany in a timely manner or for failure on the part of Millersburg or its agents to notify Albany of substandard system conditions or emergencies and to request Albany's services to appropriately respond.

- D. **Indemnification.** Millersburg agrees to defend, indemnify and hold Albany harmless from and against any and all liability, fines, penalties, claims, demands or lawsuits brought by any governmental entity or third party under any theory of law relating to or resulting in any manner from the actions, omissions or responsibilities of Millersburg arising out of operation and maintenance of the wastewater collection system, or failure to comply with the terms of this Agreement.
- E. **Dispute Resolution.** If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by informal negotiation, followed by mediation. In the absence of an agreement between the parties, either party may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator.
- F. **City Council Approval Required.** No committee or entity created by this Agreement may obligate either city to expend any city funds or take any actions, other than expressly provided herein, without the approval of the respective City Council.
- G. **References.** References in this Agreement referring to statutes, laws, rules, ordinances, or code sections mean as they may be updated from time to time.
- H. **Notices.** Except as specifically provided herein, any notice required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

If to Albany:                      City Manager  
   City of Albany  
   P.O. Box 490  
   Albany, OR 97321

If to Millersburg:                      City Manager  
   City of Millersburg  
   4222 NE Old Salem Road  
   Albany, OR 97321

- I. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of Albany and Millersburg and their respective successors and permitted assigns. No party may assign the rights and obligations provided by this Agreement without the other party's prior written consent.
- J. **Enforceability by Third Parties.** This Agreement is expressly not intended for any third party's benefit and is expressly not enforceable by any third party.
- K. **Entire Agreement.** This Agreement, including all attached exhibits, each of which is incorporated into this Agreement by reference, contains the entire agreement between the parties, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise or addition shall be binding unless made in writing and signed by both parties.
- L. **Severability.** If a court of competent jurisdiction determines that any of this Agreement's provisions are invalid or otherwise unenforceable, all of the Agreement's remaining provisions shall remain in full force and effect.
- M. **Attorney Fees; Consequential Damages.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney

fees and expenses incurred in such action as set by the arbitrator or trial court and, in the event of appeal, as set by the appellate court. In no event shall any party to this Agreement be liable for punitive damages except to the extent such damages are awarded to or recoverable by a third party unrelated to the party seeking recovery.

- N. **Survival of Covenants.** The rights and obligations of the parties in Sections III, IV.C, IV.D, and IV.E shall survive termination or expiration of this Agreement, along with any other provision that creates an indemnity obligation or provides for rights, obligations or remedies that by their nature continue after termination or expiration of this Agreement.
- O. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement. Fax and pdf signatures will be valid for all purposes of this Agreement.
- P. **Choice of Law.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Oregon law, venue being in Linn County, Oregon.
- Q. **Interpretation.** When used in this Agreement, the words "will" and "shall" have the same meaning and the word "or" is not exclusive.
- R. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of the provision unless the waiver is in writing and signed by the waiving party. The waiver by a party of a provision shall not constitute or be deemed to be a waiver of any other provision, nor shall it constitute or be deemed to be a waiver of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF the parties have caused this document to be executed pursuant to the authority of the respective City Councils by the City Manager of Albany, and the City Manager of Millersburg.

**CITY OF MILLERSBURG:**

**CITY OF ALBANY:**

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Kevin Kreitman, City Manager

\_\_\_\_\_  
Peter Troedsson, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Kim Wollenburg, City Recorder

\_\_\_\_\_  
Mary Dibble, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

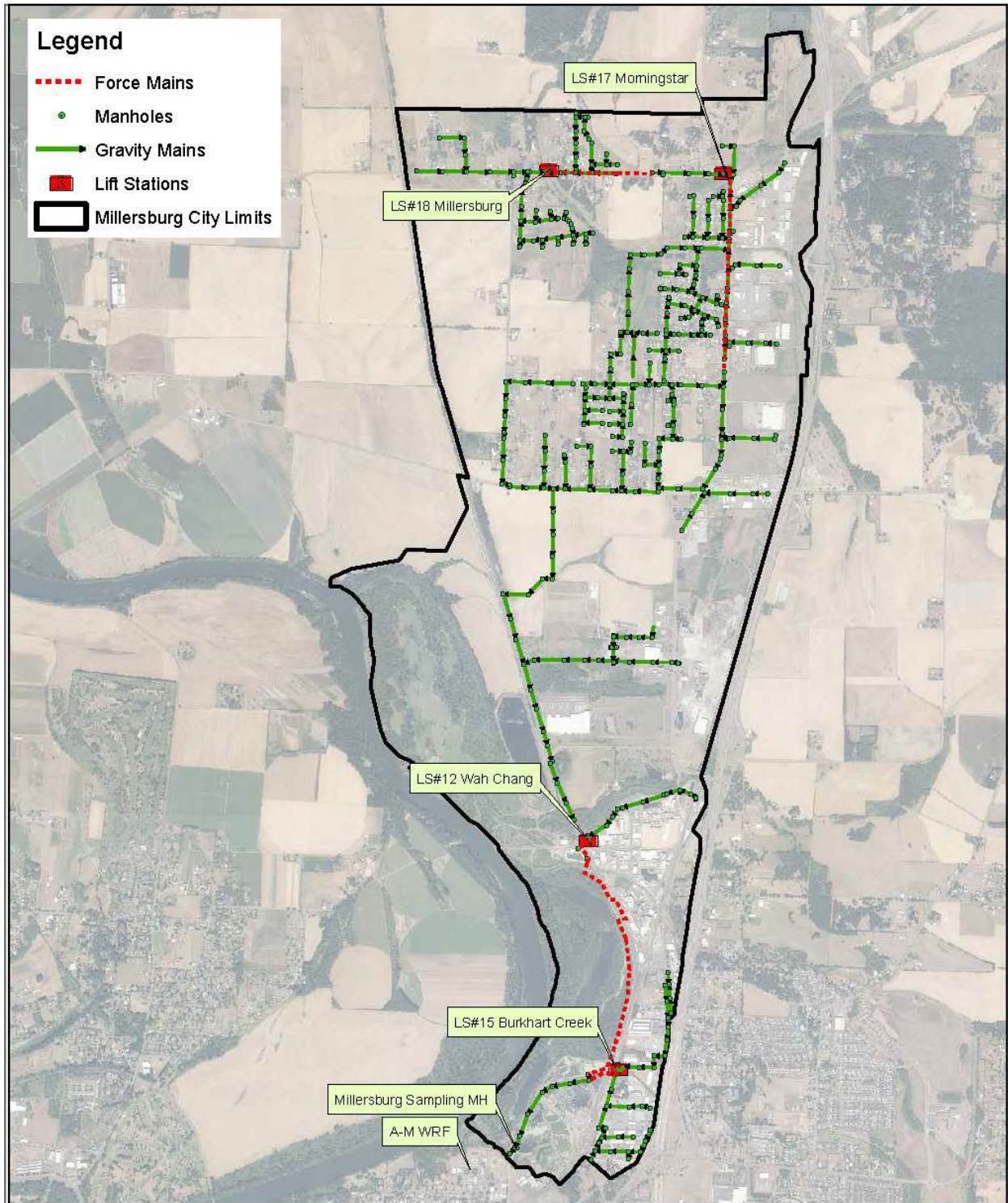
\_\_\_\_\_  
Forrest Reid, Millersburg City Attorney

\_\_\_\_\_  
Sean Kidd, Albany City Attorney

## EXHIBIT A

### Millersburg's Wastewater Collection System

This map represents the Millersburg wastewater collection system. It is provided for general reference only and is not intended to be a complete inventory of all system assets.



**ALBANY AND MILLERSBURG INTERGOVERNMENTAL AGREEMENT  
FOR JOINTLY OWNED WASTEWATER FACILITIES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the City of Albany, a municipal corporation of the State of Oregon (Albany) and the City of Millersburg, a municipal corporation of the State of Oregon (Millersburg). The respective Council or designated representative of each City is referred to as “party” or “parties” in this Agreement. This Agreement defines the relationship between and the respective responsibilities of Albany and Millersburg regarding the operation and maintenance of, and cost sharing for, the Albany-Millersburg Wastewater Treatment Facilities.

**WITNESSETH:**

WHEREAS, Albany and Millersburg jointly own the Water Reclamation Facility and the Talking Water Gardens wetlands, that are collectively referred to as the “A-M Wastewater Treatment Facilities”; and

WHEREAS, Albany employs the certified wastewater system operator, in conformance with OAR 340-049, to supervise the A-M Wastewater Treatment Facilities; and

WHEREAS, Albany’s and Millersburg’s public wastewater systems convey domestic and industrial wastewater to the A-M Wastewater Treatment Facilities located at 405 Davidson Street NE; and

WHEREAS, the Oregon Department of Environmental Quality (Oregon DEQ) issued Albany National Pollution Discharge Elimination System Waste Discharge Permit No. 102024 (NPDES Permit) to collect, treat and discharge treated wastewater to the Willamette River in conformance with the NPDES Permit; and

WHEREAS, Millersburg owns its own wastewater collection system and will manage its gravity collection system in compliance with the terms and conditions of the “Albany and Millersburg Intergovernmental Agreement for Wastewater Collection System Operations and Maintenance” dated \_\_\_\_\_, 2018.

NOW, THEREFORE, the parties agree that the previous agreement titled Intergovernmental Agreement between Albany and Millersburg for Wastewater Treatment Facilities executed in August 2007 (Res 5463), including Amendment No. 1 thereto dated December 2010, that described construction and funding of the Talking Water Gardens wetlands (Res 5962) is superseded and replaced in its entirety by this Agreement; and

That the recitals set forth above are incorporated in this Agreement as an expression of the intent of the parties; and

That the parties will operate, maintain, and share the cost of the A-M Wastewater Treatment Facilities for both communities in accordance with the following terms and conditions:

**1. A-M Wastewater Treatment Facilities Description.** The A-M Wastewater Treatment Facilities are jointly owned by the cities of Albany and Millersburg and accept wastewater from the City of Albany’s and Millersburg’s wastewater collection system.

Exhibit A attached hereto and made a part hereof shows the general layout of the A-M Wastewater Treatment Facilities.

**2. A-M Wastewater Treatment Facilities Operating Entity.** The parties agree that Albany shall be the Operating Entity and shall operate and supervise all A-M Wastewater Treatment Facilities. As the Operating Entity, Albany will:

- (a) Employ a certified wastewater system operator to supervise the A-M Wastewater Treatment Facilities in compliance with OAR Chapter 340, Division 049;
- (b) Perform the day-to-day operations and maintenance services for all A-M Wastewater Treatment Facilities;
- (c) Provide general administration, accounting, budgeting, records management, reporting, and such other duties as required for operations.



- (d) Manage capital projects and approve contracts and change orders.
- (e) Have the authority to take reasonable and prudent action that Albany determines may be reasonably necessary during an emergency to protect the A-M Wastewater Treatment Facilities, prevent or minimize liability to the parties, comply with permits, and otherwise act in good faith for the benefit of both parties. Millersburg shall be timely notified of any emergency actions and the decisions made.

**3. A-M Wastewater Treatment Facility Advisory Committee.** Albany and Millersburg shall form the Albany-Millersburg Joint Water/Wastewater Management Committee (herein after called Management Committee). The Management Committee shall be formed and shall operate as provided below:

- (a) Each party shall appoint (and fill any subsequent vacancies) three persons to the Management Committee. Either party may appoint alternate members who may temporarily replace an absent member.
- (b) The Management Committee shall hold meetings at least annually or more frequently as needed. Meetings of the Management Committee shall be conducted in accordance with the provisions of the Oregon Public Meeting Law, ORS 192.610 – 192.710.
- (c) Four members shall constitute a quorum for the transaction of business. An affirmative vote of four members of the Management Committee, with at least two (2) from each party, shall be necessary to decide any matter.
- (d) The Management Committee shall elect from its membership a Chairperson and a Vice-Chairperson. Such election shall occur annually and the Chairperson and Vice-Chairperson shall not be from the same party.
- (e) The role of the Management Committee is to advise on the business and affairs of the Wastewater Treatment Facilities. The Management Committee shall perform such other duties as may be required of it by this agreement.

**4. National Pollution Discharge Elimination System (NPDES) Permit.** The Oregon DEQ issued Albany the NPDES Permit to collect, treat and discharge treated wastewater to the Willamette River.

- (a) Millersburg's permit- related responsibilities are to maintain and comply with the Albany and Millersburg Intergovernmental Agreement for Wastewater Collection System Operations and Maintenance dated \_\_\_\_, 2018 and Millersburg's sewer use ordinance (Millersburg Code Chapters 51 and 52).
- (b) Albany will invite Millersburg to participate in any discussions with Oregon and federal agencies regarding notices of violation or other enforcement actions involving Millersburg actions, omissions, or responsibilities. Millersburg will:
  - i. Cooperate with Albany in the investigation and response to any notice of violation or other enforcement action Albany receives from the Oregon DEQ, the U.S. Environmental Protection Agency, or any notice given pursuant to 33 USC 1365 involving actions, omissions, or responsibilities of Millersburg.
  - ii. If a fine or other penalty is imposed by the Oregon DEQ, U.S. Environmental Protection Agency, or a court, Millersburg shall reimburse Albany to the extent that the fine or other penalty results from or is related to actions, omissions, or responsibilities of Millersburg.
  - iii. Indemnify Albany for any expenses, costs, damages, claims, fines, legal fees, or penalties incurred by Albany that result from or are related to actions, omissions, or responsibilities of Millersburg, including failure to timely and adequately report to Albany actual or potential wastewater code or NPDES Permit violations.
- (c) To ensure Millersburg's sewer use and industrial pretreatment regulations (Millersburg Code Chapters 51 and 52) remains consistent with Albany's regulations, Albany shall provide Millersburg with any future amendments to Albany Municipal Code (AMC) Section 10.06.

**5. Pretreatment.** Millersburg is required to have and maintain a pretreatment program consistent with rules adopted by the U.S. Environmental Protection Agency and the Oregon Environmental Quality Commission, Albany Municipal Code Section 10.06, the requirements of the NPDES Permit, and the Albany and Millersburg Intergovernmental Agreement for Wastewater Collection System Operations and Maintenance dated \_\_\_\_, 2018. Millersburg hereby authorizes Albany to and Albany shall:

- (a) Implement an industrial pretreatment program for industries located in Millersburg as described in Millersburg Code Chapters 51 and 52 and the NPDES Permit. Albany will issue industrial wastewater discharge permits to industrial users in Millersburg as appropriate under the pretreatment program, including all significant industrial users. Significant industrial users will be determined based on Albany’s user classification and federal categorical pretreatment standards.
- (b) Perform pretreatment plan review on building permit applications, plan submittals, and plumbing remodel plans for commercial and industrial facilities located in Millersburg. Upon receipt of any building permit applications, plan submittals, or plumbing remodel plans for commercial or industrial facilities, or knowledge that such applications or plans have or may be submitted to Millersburg or Linn County, Millersburg will immediately notify Albany’s Public Works Environmental Services Office (541-917-7600) to facilitate pretreatment plan review by Albany.
- (c) Investigate noncompliance, issue notices of violation, assess penalties, and initiate other appropriate enforcement actions, as outlined in Millersburg’s Enforcement Response Plan in Millersburg Code Chapters 51 and 52.
- (d) Fats, Oils, Grease (FOG) Program: With input from Millersburg, Albany will implement a FOG prevention program in Millersburg including educational outreach, informational letters or surveys to businesses, and specific response to FOG issues in Millersburg.
- (e) Pretreatment Inspections and Sampling: Albany will inspect and sample industries located in Millersburg as needed under the pretreatment program. Albany will share pretreatment inspection and sampling results, as well as the Annual Pretreatment Report to DEQ, with Millersburg. Albany pretreatment staff will also monitor and sample the loadings from Millersburg to the A-M Wastewater Treatment Facilities for billing purposes.
- (f) The costs for industrial pretreatment inspection and sampling activities in Millersburg are either assigned directly to the industry or to Millersburg according to the table below:

Activity Performed by Albany	Frequency	Responsible for Costs
Pretreatment permit fee	Annual	Industry
Industry BOD/TSS sampling	Weekly	Millersburg
Millersburg BOD/TSS sampling and analysis	Weekly	Millersburg
Industry compliance inspection	Annual	Millersburg
Industry compliance sampling	Twice Annual	Millersburg
Permit-required sampling	Varies by permit	Industry

**6. Current Capacity and Ownership.** The current capacity and ownership share of the A-M Wastewater Treatment Facilities are shown in Table 1 below. The ownership allocation of flows and loads is based on each community’s purchased limits. Millersburg’s ownership share will be used for billing purposes



and will be used when considering a new Millersburg discharger or other increases in Millersburg’s flows or loads.

**TABLE 1: CURRENT CAPACITY AND OWNERSHIP SHARE OF A-M WASTEWATER TREATMENT FACILITIES**

Facility	Units	Current Capacity <sup>1</sup>	Ownership Share	
			Albany	Millersburg
Treatment Capacity	%	100%	90%	10%
Average Dry Weather Flow	MGD	12.3	11.1	1.2
Maximum Month Wet Weather Flow	MGD	29	26.1	2.9
Peak Wet Weather Flow	MGD	68	61.2	6.8
Maximum Month BOD	lbs / day	12,100	10,890	1,210
Maximum Month TSS	lbs / day	16,100	14,490	1,610
Talking Water Gardens wetlands	MGD	12.6	11.3 <sup>2</sup>	1.3

<sup>1</sup> Flow and load projections were included in the basis for design of the existing WRF and are defined in the June, 2005, “Technical Memorandum No. 2.2 – Project Definition Report” prepared by CH2M-Hill. The 2030 projected flows were used as the basis for design of flow related improvements while the 2020 projections were used for the aeration system and solids handling facilities.

<sup>2</sup> ATI Wah Chang’s share of total TWG capacity of 6 MGD is included in Albany’s total share.

Notes:

MGD: Million Gallons per Day

BOD: Biochemical Oxygen Demand

TSS: Total Suspended Solids

lbs per day: Pounds per day

- 7. Current Capacity Management.** The parties agree to first use existing capacity to serve the needs of the parties. The A-M Wastewater Treatment Facilities should be expanded only after the parties are projected to use all current capacity within a reasonable planning horizon or at such other time as the parties deem appropriate.

It is possible that Millersburg could exceed their existing ownership share in Table 1 without triggering the need to expand overall capacity of the treatment facilities. To develop a solution, the two parties agree to actively discuss the need that Millersburg has for additional capacity and the ability of Albany to lease capacity without negative impacts.

In the event that Millersburg’s flow or strength reaches or exceeds 75% of its ownership share in Table 1, alternative actions will be discussed by the parties that may include one or a combination of the following actions:

- (a) Millersburg agrees to update its 20-year demand projections according to 9 (c) below,
- (b) Millersburg agrees to reduce its flow and/or load,
- (c) If Albany has more constructed capacity than is needed to meet Albany’s near-term anticipated needs (“excess capacity”), Albany agrees to make said excess capacity available to Millersburg through a lease at a rate, and for a timeframe, to be mutually agreed upon by the parties. Rates and timeframes will be reasonably established based on conditions at the time. Albany is not obligated to provide capacity through lease if determined to have negative consequences for Albany such as negative financial consequences, regulatory burdens, or restricting Albany’s ability to respond to economic development activities. Conversely, lease of excess capacity will not be unreasonably withheld.

Nothing herein is intended to limit either party’s ability to sell capacity to the other party. Sale or lease of capacity will require amendment to this Agreement and/or execution of a separate Agreement.

- 8. Ultimate Build-out Capacity and Ownership.** The required (build-out year 2074) capacities and ownership shares of the A-M Wastewater Treatment Facilities are identified in the June, 2005, Project

Definition Report by CH2M-Hill. These capacities do not exist at the A-M Wastewater Treatment Facilities. At the time additional capacity is needed, Albany and Millersburg will conduct a study to determine the required capacity and regulatory compliance framework according to 9(c) below.

**9. Capital Projects Implementation.** There are three types of A-M Wastewater Treatment Facility capital projects: a) capital maintenance, permitting or study projects, b) capacity expansion projects, and c) regulatory-required projects (including projects required for permit compliance). Most capital projects will be planned several years in advance and will be discussed by both parties well in advance of initiation of work. Both parties will secure funding to support necessary capital project implementation.

- (a) **Project Manager:** The parties agree that the Albany Public Works Director or his/her designee shall be the Project Manager for the implementation of future capital maintenance, capacity, or regulatory-required projects. The project manager will serve as the agent and representative of both Albany and Millersburg and will represent the input of both cities in the planning, design, permitting, bidding, construction, start-up, and associated activities of the project. It is the responsibility of the Project Manager to maintain open communication with both Albany and Millersburg throughout the project. The direct and indirect costs of the Project Manager, staff, and consultants shall be invoiced to the project.
- (b) **Anticipated and Unanticipated Project Costs.** Costs for projects anticipated in the budget or capital improvement plan will be discussed by both parties and mutually agreed upon well in advance of the implementation of the project in order to allow each city to budget adequate funds for their share of the project. If Albany recommends an unanticipated or unbudgeted project, the need, total cost, and cost share will be provided to Millersburg and, depending on the magnitude, may require a meeting of the Management Committee and/or the Albany and Millersburg City Councils for their considerations.
- (c) **Capacity Expansion Study.** When current facility use is at 75% or more of overall plant capacity (flows or loads) or when a capacity expansion project at the A-M Wastewater Treatment Facility is projected to be necessary, the parties shall update flow and load projections in anticipation of a capacity expansion study. In determining the appropriate time to begin the study, the parties shall consider the time required to develop and adopt the study, in addition to the time required for environmental reviews, designs, permits, and construction of the actual expansion project. When considering the projected demands, the parties shall take into consideration prudent utility planning standards and wastewater discharge permit limitations and requirements. The project descriptions within the study shall include the general scope, schedule, and estimated cost, and the percent participation or ownership share.
- (d) **Required Regulatory and Permitting Projects.** Future regulatory or permitting requirements may necessitate a capital maintenance project, a permitting and study project or a capacity expansion project.

**10. Budgets, Costs, and Billing.** Each party shall budget its share of the costs for services described in this Agreement.

- (a) **Total Fiscal Year A-M Wastewater Treatment Facility Budget:** Albany will prepare and deliver to Millersburg a line-item budget for A-M Wastewater Treatment Facilities personnel, materials and services and operating costs; pretreatment services, including the industrial pretreatment program implementation; and capital project expenditures for treatment facilities no later than March 31 of each year. Millersburg staff may request a meeting with Albany staff to discuss budget details.
- (b) **Millersburg-Only Summary Budget:** To support Millersburg with its budgeting process, Albany staff will also prepare and deliver to Millersburg staff a summary exhibit of Millersburg's share of costs for the fiscal year. This summary will estimate operating costs based on Millersburg's average share of flow to the A-M Wastewater Treatment Facilities in the previous year and estimate capital costs based on Millersburg's ownership share of the budgeted expenses.

- (c) **Quarterly Billing:** Millersburg will be billed quarterly by Albany in a combined invoice that includes charges for services described above and charges for collection system services as provided in the Albany and Millersburg Intergovernmental Agreement for Wastewater Collection System Operations and Maintenance. Payments are due within 30 business days after receipt. Late payments shall bear interest at nine (9) percent per annum.

Millersburg will be charged their ownership share from Table 1 (currently 10%) of costs related to A-M Wastewater Treatment Facility capital projects. Millersburg will be charged 100% of pretreatment costs related to industries in Millersburg.

Millersburg will be charged for operating costs and overhead based on their actual flow to the A-M Wastewater Treatment Facility. Millersburg will provide Albany with accurate daily flow measurements and annual flow meter(s) testing and calibration records for the master wastewater meter located on Waverly Drive for billing and monitoring purposes.

**11. Other Terms and Conditions.** The following terms and conditions apply to this Agreement:

- (a) **Term and Termination.** This Agreement begins upon execution and will remain in effect for a 10-year period unless amended or terminated as provided herein. At the end of the 10-year period, this Agreement automatically extends for succeeding 5-year terms subject to the terms herein.
- (i) **Amendment.** This Agreement may be amended by mutual written agreement, signed by authorized representatives of each party.
  - (ii) **Termination for Breach.** Failure to make a payment when due or other material breach of this Agreement shall be cause for the nondefaulting party to terminate this Agreement. In the event of an election to terminate, the nondefaulting party shall give notice and a 30-day period for the defaulting party to cure the breach. If cure cannot be accomplished within 30 days but is diligently begun, the nondefaulting party may grant additional cure time.
  - (iii) **Separation of Assets.** Upon termination of this Agreement, the parties will develop a mutually agreed upon plan of separation to sell or buy the interests in the assets that include a reasonable schedule to obtain suitable alternate facilities. In the absence of such an agreed upon plan, the parties shall initiate Dispute Resolution as provided in Section 11(d) below.
- (b) **Withdrawal.** Either party may elect to withdraw from this Agreement by giving written notice of its intent to withdraw to the other party and stating a date for withdrawal that shall not be less than two years from the date of notice. The non-withdrawing party shall have the option to purchase the withdrawing party's interest, and the parties shall meet for the purpose of establishing the price. The price will be established within 90 days following receipt of notice of intent to withdraw. If the price cannot be agreed upon, the parties shall initiate Dispute Resolution as provided in Section 11(d) below. In the case of withdrawal, it is understood that each party will need to provide its own wastewater treatment services.
- (c) **Indemnification.** Millersburg agrees to defend, indemnify and hold Albany harmless from and against any and all liability, fines, penalties, claims, demands or lawsuits brought by any governmental entity or third party under any theory of law relating to or resulting in any manner from the actions, omissions or responsibilities of Millersburg arising out of operation and maintenance of the A-M Wastewater Treatment Facilities or failure to comply with the terms of this Agreement. Likewise, Albany agrees to defend, indemnify and hold Millersburg harmless from and against any and all liability, fines, penalties, claims, demands or lawsuits brought by any governmental entity or third party under any theory of law relating to or resulting in any manner from the actions, omissions or responsibilities of Albany arising out of operation and maintenance of the A-M Wastewater Treatment Facilities or failure to comply with the terms of this Agreement.
- (d) **Dispute Resolution.** If a dispute arises between the parties regarding breach of this Agreement or interpretation or implementation of any term of this Agreement, or in the event of a three-to-three voting impasse of the Management Committee, the parties shall first attempt to resolve the dispute

by negotiation, followed by mediation. In the absence of an agreement between the parties, either party may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator.

- (e) **City Council Approval Required.** No committee or entity created by this Agreement may obligate either city to expend any city funds or take any actions, other than expressly provided herein, without the approval of the respective City Council.
- (f) **References.** References in this Agreement referring to statutes, laws, rules, ordinances, or code sections mean as they may be updated from time to time.
- (g) **Notices.** Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

If to Albany:                      City Manager  
   City of Albany  
   P.O. Box 490  
   Albany, OR 97321

If to Millersburg:                  City Manager  
   City of Millersburg  
   4222 NE Old Salem Road  
   Albany, OR 97321

- (h) **Parties Bound.** This Agreement shall be binding on and inure to the benefit of Albany and Millersburg and their respective successors and permitted assigns. No party may assign the rights and obligations provided by this Agreement without the other party's prior written consent.
- (i) **Enforceability by Third Parties.** This Agreement is expressly not intended for any third party's benefit and is expressly not enforceable by any third party.
- (j) **Entire Agreement.** This Agreement, including all attached exhibits, each of which is incorporated into this Agreement by reference, contains the entire Agreement between the parties, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise or addition shall be binding unless made in writing and signed by both parties.
- (k) **Severability.** If a court of competent jurisdiction determines that any of this Agreement's provisions are invalid or otherwise unenforceable, all of the Agreement's remaining provisions shall remain in full force and effect.
- (l) **Attorney Fees; Consequential Damages.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees and expenses incurred in such action as set by the arbitrator or trial court and, in the event of appeal, as set by the appellate court. In no event shall any party to this Agreement be liable for punitive damages except to the extent such damages are awarded to or recoverable by a third party unrelated to the party seeking recovery.
- (m) **Survival of Covenants.** The rights and obligations of the parties in Sections 4, 5, 9, 10, 11 (c) and 11 (d) shall survive termination or expiration of this Agreement, along with any other provision that creates an indemnity obligation or provides for rights, obligations or remedies that by their nature continue after termination or expiration of this Agreement.

- (n) **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement. Fax and pdf signatures will be valid for all purposes of this Agreement.
- (o) **Choice of Law.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Oregon law, venue being in Linn County, Oregon.
- (p) **Interpretation.** When used in this Agreement, the words "will" and "shall" have the same meaning and the word "or" is not exclusive.
- (q) **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of the provision unless the waiver is in writing and signed by the waiving party. The waiver by a party of a provision shall not constitute or be deemed to be a waiver of any other provision, nor shall it constitute or be deemed to be a waiver of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF the parties have caused this document to be executed pursuant to the authority of the respective City Councils by the City Manager of Albany, and the City Manager of Millersburg.

**CITY OF MILLERSBURG:**

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Kevin Kreitman, City Manager

ATTEST:

\_\_\_\_\_  
Kim Wollenburg, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Forrest Reid, Millersburg City Attorney

**CITY OF ALBANY:**

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Peter Troedsson, City Manager

ATTEST:

\_\_\_\_\_  
Mary Dibble, City Clerk

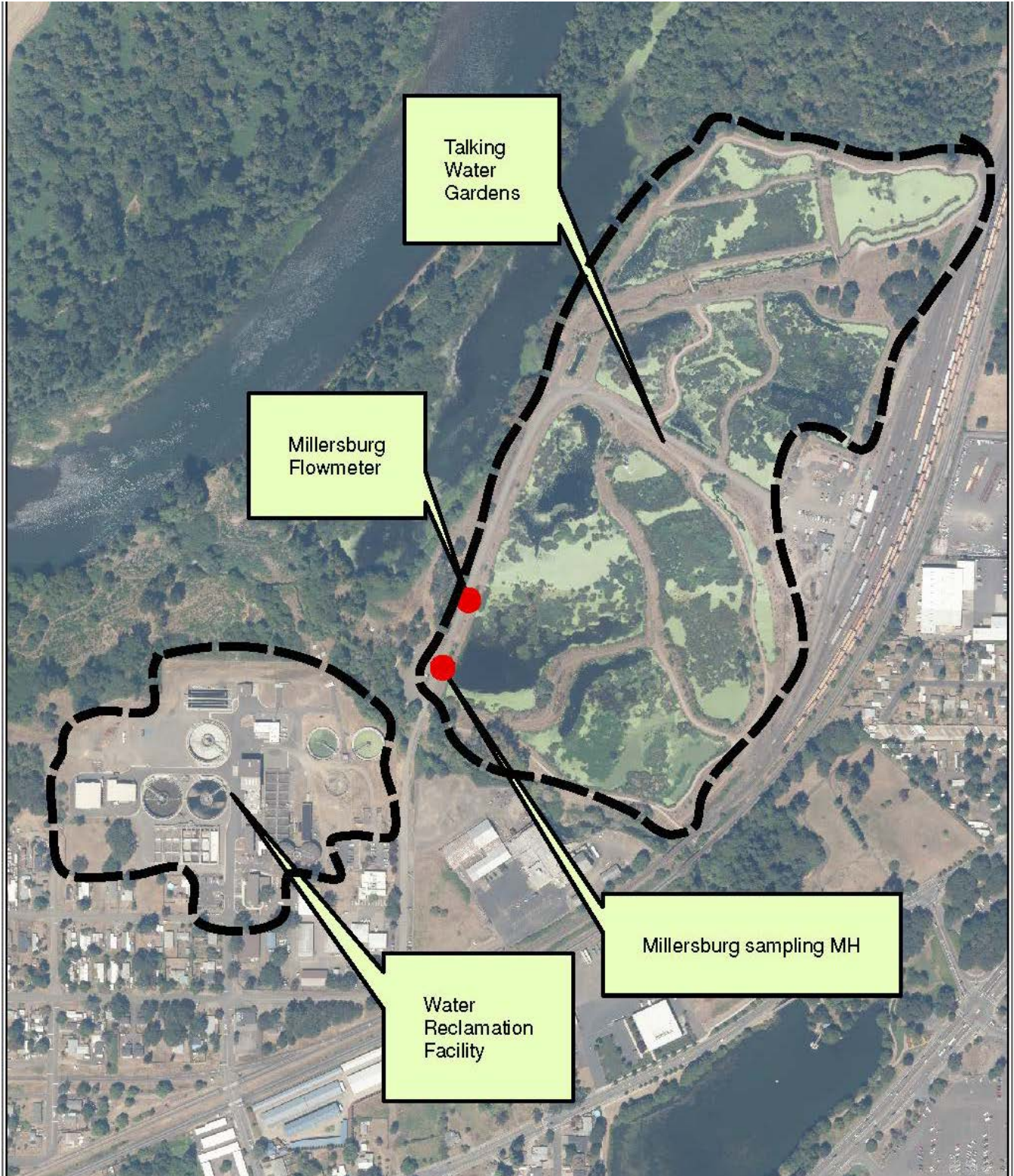
APPROVED AS TO FORM:

\_\_\_\_\_  
Sean Kidd, Albany City Attorney



**EXHIBIT A**

**Albany-Millersburg Wastewater Treatment Facilities**  
Including the Water Reclamation Facility and the Talking Water Gardens wetlands





TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: July 3, 2018 for the July 3, 2018 City Council Meeting  
SUBJECT: Third Person Staffing of the Millersburg Fire Station

Action Requested:

Confirmation of moving to three-person staffing of the Millersburg Fire Station effective November 1, 2018.

Discussion:

During the budget review, discussion took place regarding the potential funding for three personnel at the Millersburg Fire Station. Three-person staffing will meet fire service industry and OSHA standards and will allow the staffing of an engine company out the Millersburg Fire Station, providing the ability for a fire crew to make initial entry in the case of a structure fire in a known rescue situation. Additionally, the third person will greatly enhance emergency medical service capabilities of the crew on calls involving a cardiac arrest, or in which critical care is required and time is of the essence. The consensus during those discussions was to move to three-person staffing if funding allowed.

During the May 22<sup>nd</sup> Council work session, staff provided additional information to the Council on projected available funds to support the move to three-person staffing later this fiscal year, based on projected annual revenues which would not require the use of reserve funds.

At that meeting the Council directed staff to bring back an action item for approval to move forward with three-person staffing beginning November 1, 2018.

As was shared at the May meetings, the estimated cost above the contract rate for the first year is estimated not to exceed \$320,000.00. Dependent on our assessed value reported by the County for fiscal year 2018-2019 this fall, this number may be lower.

Staff is requesting Council confirm the recommendation made at the May work session and direct staff to develop a supplemental budget for presentation no later than the October City Council meeting.

It is hoped that by October the City will know our 2018-19 assessed value and we can accurately estimate the funds required for the supplemental budget.

Budget Impact:

Approximately \$320,000 to add one additional person per shift (3 personnel) to the staffing of the Millersburg Fire Station.

Recommendation:

Approval for staff to develop and present a supplemental budget to increase the staffing of the Millersburg Fire Station to three personnel effective November 1, 2018.





TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: July 5, 2018 for the July 10, 2018 City Council Meeting  
SUBJECT: Woods Road Sewer Construction

Action Requested:

Direction on whether to move forward with construction of Woods Road sewer in the summer of 2018. If so desired, approval for city staff to enter into two agreements to complete the work.

Discussion:

The Lone Oak subdivision project, approved in November, 2015, is required to construct public sanitary sewer in Woods Road along the frontage of the Lone Oak subdivision, and then continue north in Woods Road, to the intersection of Sonora, and then extending approximately 175 feet east in Sonora to connect to an existing sewer manhole.

Since approval of the subdivision in 2015 the sanitary sewer in Woods Road was extended, from the north, to a point approximately 375 feet north of the intersection of Sonora with Woods Road. This means that, as currently planned, there will be a section of approximately 375 feet of sewer in Woods Road not constructed at this time. Because of the depth of the sewer line in Woods Road required to serve future connections, installation of this section would be very disruptive to Woods Road in the future.

The developer of the Lone Oak subdivision has contracted with Mid-Valley Gravel to construct the sanitary sewer line which was required for the development of the subdivision.

If the City Council desires to complete the sewer line in the north end of Woods Road at this time, staff recommends the City enter into two agreements.

1. For the first section of the sewer line, the City will need to credit sewer SDC fees in the amount of \$59,890 to the developer of the Lone Oak subdivision to extend the sewer line approximately 232 feet north of the intersection of Woods and Sonora. The City and the developer previously entered into an agreement for this work (August, 2017). The previous agreement will need to be modified to accurately reflect the current description of work.
2. Staff recommends the City contract directly with a qualified contractor to construct the remaining 151 feet of the sewer line to tie into the existing manhole in Woods Road. This work is estimated at \$100,000. This portion of the work will be a City project, therefore subject to Oregon contracting requirements for public agencies and BOLI wages.



City staff and the City Attorney will comply with public contracting provisions for projects \$100,000 or less in contract price.

Because a portion of the sewer line is very deep (greater than 20'), there are inherent stability and groundwater risks. The contractor's scope will include standard shoring and dewatering practices. It will not include additional dewatering (drilling of well points, etc.) or costs associated with excessive cave-ins. These would be considered changed site conditions and subject to change-order during construction. Based on recent construction experience in this area, it is possible that these conditions will be encountered.

Budget Impact:

The 2018-2019 budget includes \$190,000 for construction of the sewer line in the north end of Woods Road. The estimated total cost to the City for this work is \$159,890. The cost of potential change orders for changed site conditions is not known.

In the future, if the City passes an ordinance requiring developers to pay sewer connection fees, the City could have the ability to collect fees to reimburse a portion or the entire cost of this work.

Recommendation:

If the council desires to move forward with this work, city staff recommends giving staff approval to enter into two agreements:

1. A development agreement with D.E. Dukes Construction Company to credit SDC fees for up to 27 lots in the Lone Oak subdivision, in a total amount of \$59,890.
2. A contract with a qualified contractor to install approximately 151 feet of sanitary sewer line in Woods Road in the amount of approximately \$100,000.

If the Council decides not to move forward with the work at this time, the sewer line will be constructed as originally designed. Future development(s) will be required to install this portion of the line at the time of construction and the 175 feet of line between Woods Road and Sonora would be abandoned.

Attachments:

- Woods Road Sewer Figure
- Plan and profile drawing of proposed sewer line
- Development agreement between City of Millersburg and D.E. Dukes Construction Company dated August 29, 2017

Eagles Nest  
Subdivision

Woods Estates  
Subdivision

Exst Sanitary Sewer

Existing sewer line in  
Woods Road

Approved connection to  
exst sanitary sewer  
manhole in Sonora

Approx 375' of  
proposed sewer line

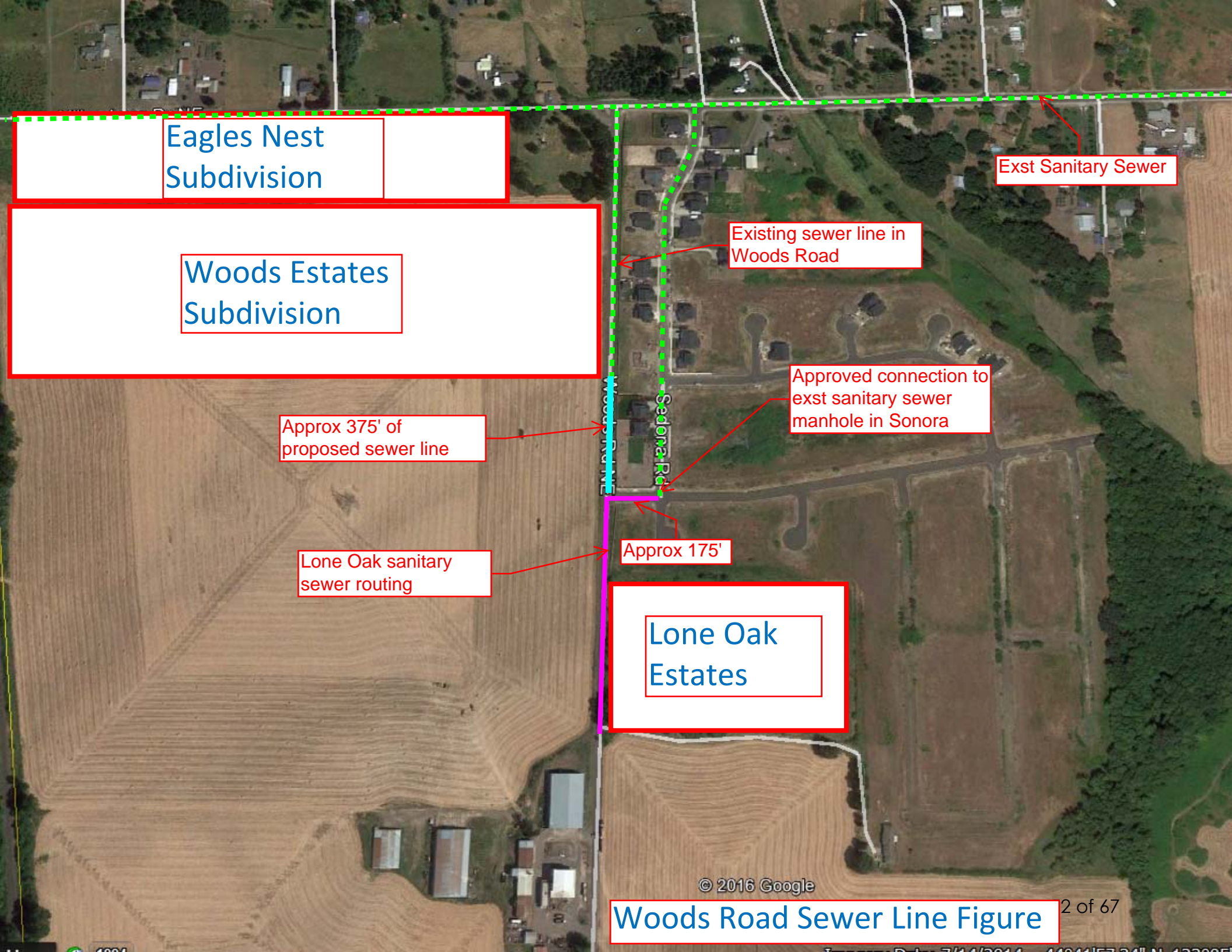
Lone Oak sanitary  
sewer routing

Approx 175'

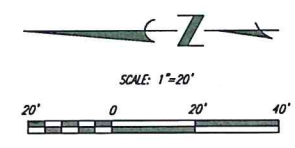
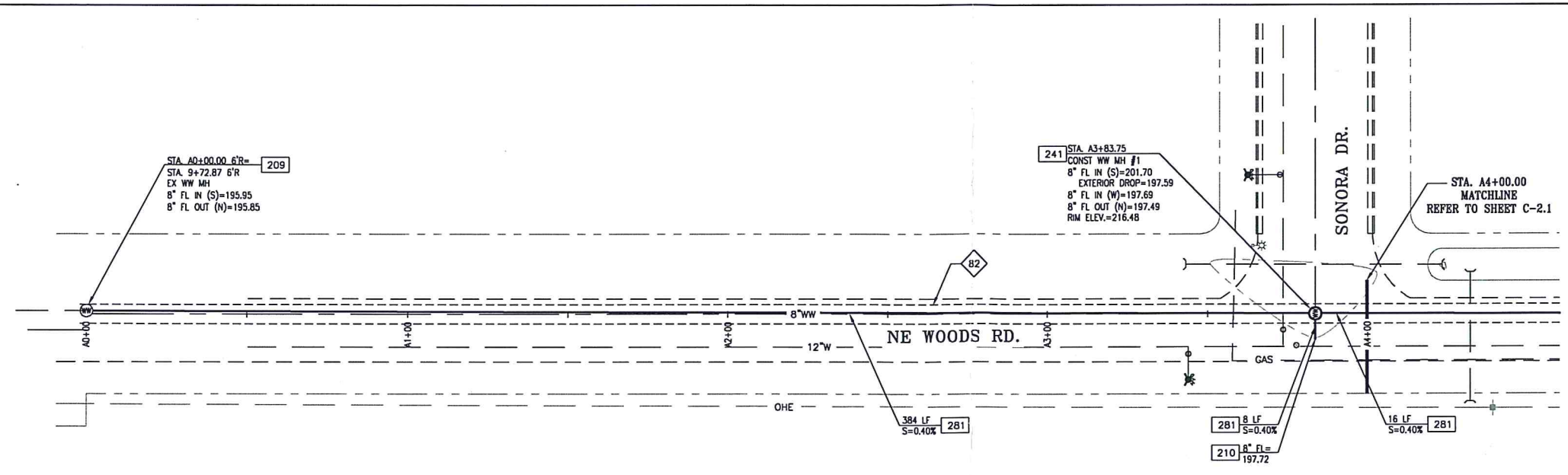
Lone Oak  
Estates

© 2016 Google

Woods Road Sewer Line Figure

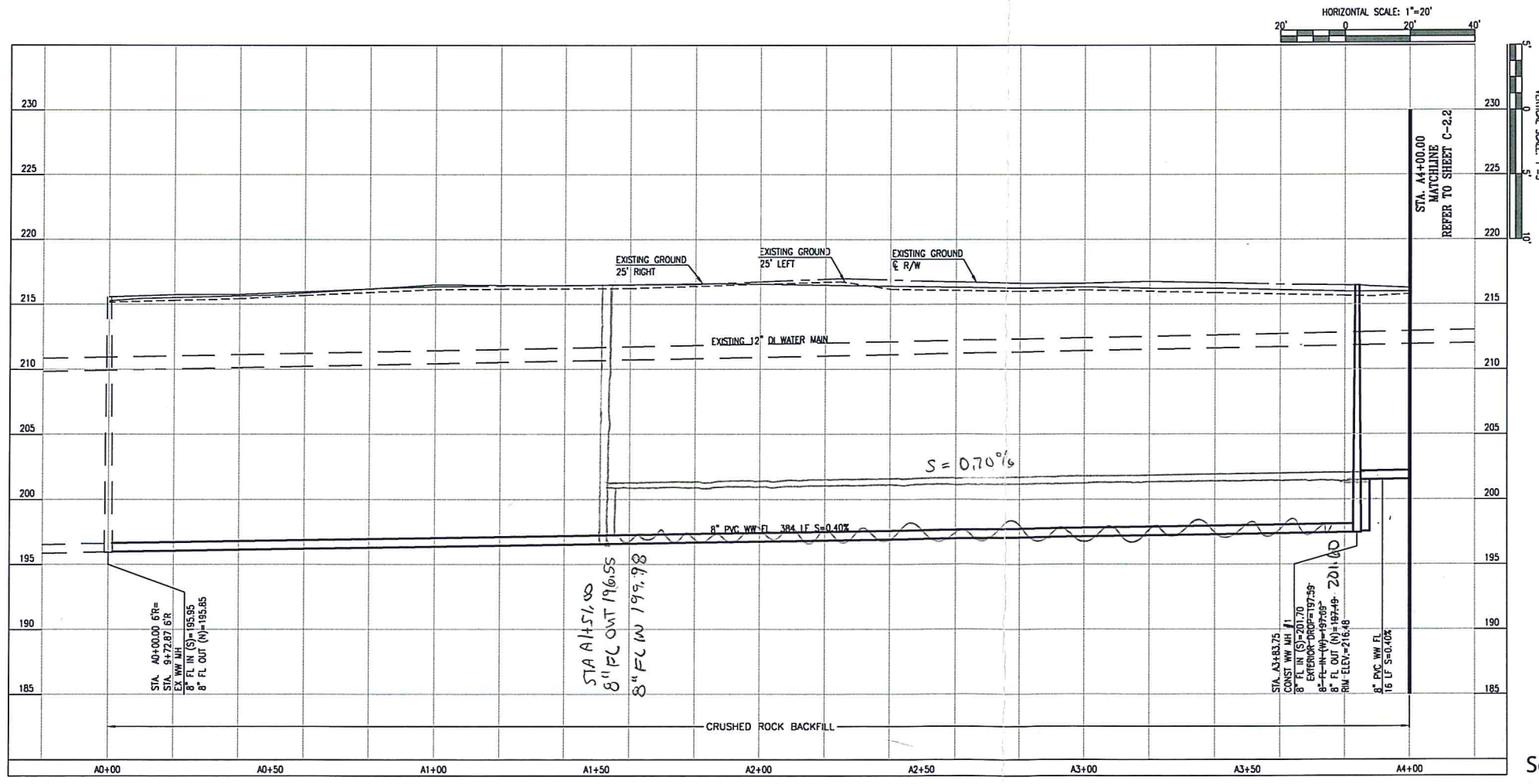






**PAVING CONSTRUCTION NOTES**  
 82. SAWCUT AND REMOVE EXISTING AC TO CUTLINE. RESTORE ROADWAY PER CITY OF ALBANY STD. DWG 206A. REFER TO SHEET C-6.2.

**WW CONSTRUCTION NOTES**  
 209. CONNECT TO EXISTING STUB.  
 210. PLUG END OF PIPE WITH MECHANICAL PLUG AND MARK WITH 2"x4" MARKER PAINTED GREEN.  
 241. CONST DROP MANHOLE PER CITY OF ALBANY STD. DWG 403. REFER TO SHEET C-6.2.  
 281. CONST 8" PVC WASTEWATER PIPE, ASTM D3034 WITH RUBBER GASKET JOINTS AND TONE WIRE.



**LEGEND**

---	EXISTING BOUNDARY
- - -	EXISTING EDGE OF AC
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING WATER MAIN
---	EXISTING FIRE HYDRANT
---	PROPOSED WATER MAIN
○	PROPOSED WATER VALVE
---	EXISTING CULVERT
---	PROPOSED WASTEWATER SYSTEM
□	PROPOSED CURB INLET
☀	PROPOSED STREET LIGHT

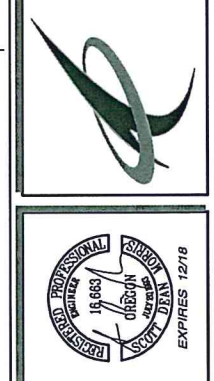
**NOTES:**  
 1. LENGTHS, AREAS AND QUANTITIES SHOWN ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE USED FOR BID PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES.  
 2. SEE DETAILS 205 & 206A ON SHEET C-6.2 FOR INSTRUCTIONS FOR PIPE INSTALLATION IN EXISTING STREETS.

CITY PROJECT #SI-16-10

**City of Albany**  
**Public Works Department**  
 Construction drawings for the private construction of public facilities.  
 Reviewed by: Aaron Hiestema  
 Date of Approval: 08/11/2017  
 Approved: Matthew Kuetterser  
 Development Services  
 Use only approved plans for construction.

Scott Morris  
 Digitally signed by Scott Morris  
 DN: cn=Scott Morris, o=Inc, email=smorris@scottmorris.com, c=US  
 Date: 2017.08.09 11:27:07 -07'00'

**A & O Engineering L.L.C.**  
 CONSULTING ENGINEERS & SITE PLANNING  
 380 O STREET, SUITE 200  
 SPRINGFIELD, OR 97477  
 PHONE: (541) 305-9790  
 scott@aoengineeringllc.com



*Plan & Profile Wastewater*  
 Sta. A0+00.00 to Sta. A4+00.00  
 NE Woods Rd.  
 Millersburg Linn County Oregon

PROJECT NO.	1106
DRAWN BY:	TCL
REVIEWED BY:	SDW
PROJECT DATES:	
PERMIT SET:	10/18/16
REV. REVISION:	8/27/17

**SHEET**  
 C-2.0

**A DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF MILLERSBURG, OREGON, AND  
D.E. DUKES CONSTRCUTION COMPANY**

**PARTIES:**

D.E. Dukes Construction Company (“Dukes”)  
Address  
Address

City of Millersburg (“City”)  
4222 Old Salem Rd, NE  
Albany, OR 97321

**RECITALS:**

A. Dukes is developing the Lone Oak Estates Subdivision in the City. Developing the subdivision requires sanitary sewer extension improvements in NE Woods Road.

B. The first leg of the sanitary extension in NE Woods Road is from the Lone Oak Estates subdivision north boundary to the intersection of Woods Road and Sonora Drive. It would then turn into Sonora Drive to the first manhole for connection. It is intended that Dukes abandon the turn into Sonora Drive. It is preferred that the sanitary extension continue north in Woods Road. The abandoned distance in Sonora is about 170 feet. Dukes would be responsible for continuing the 170’ up Woods Rd. from the intersection of Sonora Drive. The second leg of the sanitary line extension will be for the City. The work will extend the line from where Dukes leaves off to a point about 200 feet north, all in NE Woods Road.

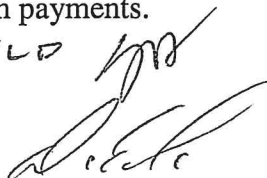
C. This Agreement intends that Dukes, in conjunction with its development of the Lone Oak Estates Subdivision, will also construct the first and second legs of the extended sanitary line described above, all in compliance with plans approved by the City.

D. This Agreement also intends that the City will reimburse Dukes for the second leg of the improvements with credits for sanitary sewer SDC charges that would be payable to the City at the time of building permit issuance for dwellings in the Lone Oak Estates subdivision.

E. This Agreement also intends that Dukes will be eligible for “late comer” payments for the expense of the first leg of the sanitary sewer extension described above. The entitlement to these payments must be established with the adoption by the City of a “late comer ordinance.” The City is entering a separate Memorandum of Understanding with Dukes addressing its intent to ensure that Dukes is entitled to such payments.

**TERMS:**

*would*



1. In conjunction with its development of its sanitary sewer improvements for the Lone Oak Estates subdivision, Dukes will extend the sanitary sewer north in the NE Woods Road right of way, from the north property line of the plat, another 370 feet, more or less.

2. The construction in the first leg and the second leg, as described in Recital B. above, shall be consistent with plans finally approved in writing by the City.

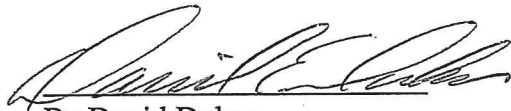
3. The actual costs associated with design, engineering and construction of the sanitary extension shall be documented and certified by Dukes, with costs separately assigned to the respective first and second legs of the extension.

4. Dukes shall be entitled to system development charge credits for all certified costs associated with the second leg of the extension. SDC charges will be credited at the time of building permit issuance for lots in the subdivision. The amount to be credited shall be the actual sanitary SDC charges at the time of building permit issuance. Credits in the aggregate shall not exceed the total certified costs for the second leg extension.

**IT IS SO AGREED:**

Dated: 8/29, 2017

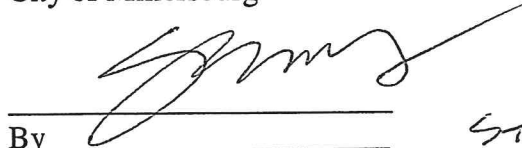
D.E. DUKES CONSTRUCTION COMPANY



By David Dukes  
Its President

Dated: 8/29, 2017

City of Millersburg



By \_\_\_\_\_  
Its \_\_\_\_\_

STEVEN HUBERT  
CITY MANAGER

## Steve Hasson

---

**From:** David Dukes <dedukes71@gmail.com>  
**Sent:** Friday, August 04, 2017 12:19 PM  
**To:** Booth, Janelle/CVO; Steve Hasson; Baldwin, Matthew/CVO  
**Cc:** Bill Kloos; Scott Morris  
**Subject:** Lone Oak Estates Sanitary Extension  
**Attachments:** Dukes Agreement 4th Draft 8.4.2017.doc

Janelle,

Attached is a draft of the proposal to extend the sanitary line north up Woods Road. Late comers language is also included. The late comers wording assumes that the City will adopt an ordinance to make that possible for their portion and ours.

Until we can review the final working drawing. We are submitting a not to exceed proposal for the extension work. That total is \$56,000.00.

It breaks down as:

1. Construction work - \$47,500.00
2. Engineering and legal work - \$2500.00
3. Administrative holding costs - \$6000.00

If you should have question or need further back up, please feel free to ask.

David E. Dukes  
541-520-2215



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: July 5, 2018 for the July 10, 2018 City Council Meeting  
SUBJECT: Right-of-Way Permit Fees

Action Requested:

Approval of \$30 permit fee for Access and Encroachment Right-of-Way permits.

Discussion:

In May, 2018, the Council approved a fee of \$100 for review and processing of right-of-way permits. This fee is appropriate for the amount of work involved in processing, reviewing, and inspecting a permit where the road surface, sidewalk, or right-of-way are permanently altered. This type of permit is called an Impactive permit.

However, City staff have found that reviewing and processing permits for temporary use of the right-of-way (Access or Encroachment Right-of-Way permits) requires significantly less effort, and therefore a reduced permit fee would be appropriate. In addition, we want to encourage the public to obtain a right-of-way permit for these temporary activities, and the \$100 fee is prohibitively expensive in many cases.

Budget Impact:

The \$30 fee is in line with the time required to process and review this type of permit.

Attachments:

Revised Right-of-Way Permit Application showing proposed fees.

# CITY OF MILLERSBURG OREGON

July 2, 2018 Version

## Right-of-Way Permit Application

**What is Right-of-Way?** It is a legal right of passage over another person's ground or property. Millersburg City Code, Chapter 93 defines right-of-way as including streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements and all public ways or areas, including subsurface and air space over these areas. Street right-of-way includes: street, curb and gutter, sidewalks, planter strips, and may extend beyond the sidewalk in locations where the sidewalk abuts the curb.

**What is the purpose of a Right-of-Way Permit?** This is a permit issued to use and/or construction improvements in a portion of City right-of-way or easements in the City's possession. All proposed work and private improvements in City right-of-way must be reviewed by City staff prior to permit issuance. This permit also covers Access and Encroachment work within the City's right-of-way.

**Who Needs a Right-of Way Permit?** Homeowners, engineers, contractors, utility companies and franchises seeking to work within the Millersburg right-of-way or for access or encroachment purposes, to include above ground (within the City's air rights) and underground.

**What type of activities require a Right-of-Way Permit?** Water, sewer, paving, concrete, drainage, grading, landscaping, utilities, special-event activities, placement of materials or staging and/or storage within City rights-of-way require this permit.

### Frequent Activities Requiring a Right-of-Way Permit

**Sidewalk, driveway, and curb/curb and gutter work** such as cutting, breaking, blockage, penetrating, and construction related sidewalk, driveway, and curb/curb and gutter projects;

**Street work** including cutting, potholing, trenching, excavation, patching, and any penetration of the pavement surface;

**Landscaping work** including planting of trees and/or shrubs within the planter strips.

**Note:** If you plan to do something on City lands involving transportation or utility conveyance, or desire to access land through public property where there is no existing



public access or encroach on City right-of-way for storage purposes or sponsorship of an event, you may need this permit. When in doubt, ask Millersburg City staff for assistance.

Depending on the nature of the work, the applicant may need to provide drawings, specifications, computations, and other data for the City Engineer's review. The information needed is determined during the permit review process.

## Term Definition

**Access:** is a means of approaching or entering a place. This permit conditionally grants the applicant the right or opportunity to enter a place to use or benefit from using the access to reach the project site. Typically, the work involves street or sidewalk access to an offsite location.

**Easement:** An easement is a legal right to use somebody's land for a specific and limited purpose. When someone is granted an easement, he/she is granted a conditional right to use the property, but the legal title to the land itself remains with the owner of the land.

**Encroachment:** The intrusion of someone's property or right constitutes encroachment. The City has regulatory control over work performed within the right-of-way; hence, a need for City approval prior to initiating projects within its right-of-way.

**Excavation:** Excavation means cutting into or penetrating the grounds or streets to perform work.

## Types of Right-of-Way Permits

There are three types of right-of-way permits: Access, Encroachment, and Physically Impacting.

**Access:** Sometimes a right-of-way permit is issued for access from public property to private property. For example: A need to cross a public sidewalk or easement to gain access to private land. It should be noted the City does not provide any permanent accesses, except through a land use action.

**Encroachment:** Sometimes a right-of-way permit is issued for encroachment purpose. For example: A person desires to have a block party and wishes to cordon off the street for a certain time; or a contractor or homeowner desires to store material in the right-of-way for a short amount of time [a spoil pile] or a contractor needs right-of-way to store

equipment affiliated with construction activity [create a staging area] or a person desires to sponsor a running event or parade.

**Physically Impacting:** A physically impacting activity is something that permanently or semi-permanently physically impacts or alters the right-of-way. Examples of physically impacting activities are utility installation, new or widened driveways, and placement of trees within the planter strip.

Most physically impacting work within the City's right-of-way must be performed by a contractor licensed in the State of Oregon and shall be bonded in an amount suitable to the project. It should also be noted that impacts to a public street must be in compliance with the City's trench backfill and pavement patching standards and are subject to inspection. The contractor may be required to provide proof of insurance and maintain a commercial or general insurance liability in an amount to be determined based on the nature of the work.

## Trench Backfill and Pavement Patching Standards

**Trench Backfill Requirements:** Trench backfill shall be per Standard Details No. 204 and 205, except use of Controlled Density Fill (CDF) may be required for pipe zone or trench backfill material at the direction of the City Engineer.

**Patching Requirements:** Pavement patching requirements will vary based on the age and functional classification of the roadway

In addition to Standard Detail 206A, a grind and inlay of the 2" top lift wearing course on each side of the trench will be required per the dimensions in Table 2.1 and 2.2 below. The work shall be conducted in accordance with the requirements of Standard Detail 206B.

Table 2.1 Transverse

Age of Roadway	Functional Classification		
	Arterial	Collector	Residential/ Local
Less than 5 years	120"	120"	120"
Between 5 and 10 years	120"	72"	36"
Between 10 and 15 years	60"	60"	24"
Over 15 years	60"	48"	0"

In addition, for arterials and collectors, if a trench extends more than 4 feet into a traffic lane, the patch shall extend across entire traffic lane.

Table 2.2 Longitudinal

Age of Roadway	Functional Classification		
	Arterial	Collector	Residential/ Local
Less than 5 years	Full lane	Full lane	Full lane
Between 5 and 10 years	Full lane	Full lane	36"
Between 10 and 15 years	Full lane	Full lane	24"
Over 15 years	Full lane	Full lane	0"

## Supporting Information

**Authority:** Millersburg City Code Chapter 93 addresses jurisdiction and regulatory control over all rights-of-way within the City limits. Specifically, City Code Chapter 93.18 states: No person may occupy or encroach on a public right-of-way without City permission. Right-of-way permitting authority comes from the City Charter, State law, adopted ordinances, and Land Use Development Code.

**Enforcement:** The City requires the acquisition of a right-of-way permit prior to work performed in the City's right-of-way to include excavation, trenching, and patching activities. A violation of this code provision may subject the owner to sanctions noted in article 1 (administrative provisions), Section 1.180 of the City Land Use Development Code.

**Permit application information:** Development projects initiated on Millersburg's right-of-way, including accesses and easements, require a permit.

If the project involves the penetration [cutting] of City streets, the applicant or their contractor must be licensed and bonded in sufficient amounts. Permit information can be obtained from Millersburg City hall located at 4222 Old Salem Road, Millersburg, Oregon 97321 or by calling 541-928-4523.

The applicant must provide:

1. A description of the proposed work within the ROW, Easement, Access or Encroachment.
2. An adequate site plan showing the location of the proposed ROW project.
3. Applicant must call City Hall staff for inspection of a trench 24 hours prior to excavation and 12 hours after completion of project. Office hours are Monday through Friday 8:00 A.M. to 5:00 P.M. Monday through Friday.

**Exceptions:**

Permits are not required of:

1. City staff and people working under contract for City projects.

2. Work covered under an approved Private Construction of Public Infrastructure construction permit.
3. Work covered under an approved building permit.
4. A permit is not required for maintenance of the landscape area located between the curb and sidewalk; however, any trees planted in this area must comply with the requirements of the Land Use Development Code.

Utility companies and related franchises are required to obtain a right-of-way permit in order to work either above or below the ground within the City right-of-way. The applicant may also be required to provide a traffic control plan.

**Drawings:** If the activity requires a drawing(s) the applicant shall provide the following format for graphic presentation.

A vicinity map showing the applicant's project site and adjoining properties to a distance of 100 feet beyond the project site and provide illustration of the existing and proposed physical elements of the site.

The map should contain the following features.

- Existing and proposed ground contours [1-foot contours] including cross-sections when required;
- Areas subject to soil importation and or excavation [a grading permit may also be required];
- Proposed protection and erosion controls and their placements;
- Proposed on-site construction elements;
- North arrow;
- Reference to work areas by providing accurate dimensions to a known intersection center point, lot corner, or a known City manhole if an intersection center point is not available;
- Accurate location of curbs, sidewalks, and driveways within the proposed work zone.

**Engineering report:** The activity may require an engineering report for proper evaluation. If a report is needed the following reviews are likely to be required.

- Soil analysis
- Riparian areas and greenway identifications
- Geology: water courses including drainages and floodways

**Special Use:** Special use conditions apply to non-conforming use or a conditional use for a specific use of land. The engineering or temporary work performed in the City's right-of-way may require a special use permit.

## Permit Application

**Where do you intend to access right-of-way?**

Please provide an address, street name, intersection location or physical feature(s) that provide accurate site or activity information. If the right-of-way area needed is extensive, please provide a general description accompanied by a location map featuring an accurate dimensional scale.

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**Project Description:** Please provide a description of the project (attach more sheets if more space is needed).

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**Timeframe of activity or work:** \_\_\_\_\_

**Owner**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Applicant**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contractor**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

**Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Type of Permit:**

\_\_\_\_ Access

\_\_\_\_ Encroachment

\_\_\_\_ Impactive

**Traffic control Plan:**

Will the activity, access or encroachment influence traffic flow or driver visibility?

Yes\_\_\_ No\_\_\_

If yes, the City staff may determine there is a need for a traffic control plan.

**Fees:**

The following fees apply:

Access and Encroachment Permit Fee \$30

Impactive Permit Fee \$100



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: July 5, 2018 for the July 10, 2018 City Council Meeting  
SUBJECT: Temporary Fire Station Site Work Contracting

Action Requested:

Approval to move forward with contracting the temporary fire station site work to Mid-Valley Gravel per the Emergency Procurement procedure outlined in the City of Millersburg Purchasing Code.

Discussion:

In March 2018 the City was preparing to move forward with design and contracting of the temporary station. At that time, a demand to bargain from the union was received by the City of Albany Fire Department. Because of this unexpected development, there was uncertainty about how fire protection service would move forward and work on the temporary station was put on hold.

Once the fire service negotiations were complete, City staff began moving forward on the temporary station work. However, due to the need to have the temporary station operational by September 15, 2018, the timeline is now compressed and there is not sufficient time to go through the public bidding process as required for projects of this size under the contracting requirements for Public Improvements.

Per the Emergency Procurement procedure outlined in the City of Millersburg purchasing code, "When the City Manager determines that immediate execution of a contract within the City Manager's authority is necessary to prevent substantial damage or injury to persons or property without competitive selection and award or City Council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers." Extending the project timeline to meet the timeline required for the public bidding process would put the City and its residents at risk of substantial damage or injury.

Based on the need to provide timely response to fire and medical emergencies within the City, staff have solicited and secured three quotes for the site work:

R.L. Reimers Construction	\$199,975.00
Mid-Valley Gravel	\$136,610.00
Allen and Laporte	\$173,800.00

All three quoters have indicated that they can meet the City's schedule requirements.

In accordance with the requirements of the City of Millersburg Purchasing Code, this staff report serves to document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the City and the public.

Budget Impact:

The 2018-2019 budget includes \$295,000 for construction of the temporary fire station, \$175,000 of which was anticipated for site improvements.

Attachment:

- Temporary Fire Station Site Work quote summary sheet



City of Millersburg  
Temp Fire Station Site Work

LOW QUOTE IDENTIFICATION

<b>Quoter</b>	<b>Quote Price</b>	<b>Additonal Tasks</b>	<b>Total for all</b>
Mid Valley Gravel	\$136,610.00	\$0.00	\$136,610.00
R.L. Reimers	\$199,975.00	\$0.00	\$199,975.00
Allen and Laporte	\$173,800.00	\$0.00	\$173,800.00
<b>Apparent Lows</b>	<b>\$136,610.00</b>	<b>\$0.00</b>	<b>\$136,610.00</b>

Notes: