



NOTICE OF EXECUTIVE SESSION

MILLERSBURG CITY COUNCIL
Millersburg City Hall
4222 NE Old Salem Road
Tuesday, September 11, 2018
5:00 P.M.

An executive session of the Millersburg City Council will be held at the Millersburg City Hall, located at 4222 NE Old Salem Road, Albany, OR 97321, at the above noted time and date, for the purposes of an Executive Session, authorized and identified in the Oregon Revised Statute below:

ORS 192.660(2)(h): Consultation with legal counsel regarding potential litigation.

ORS 192.660(2)(e): Discussion regarding real property transactions.

At the conclusion of the executive session, the City Council *may* enter into regular session for a decision.

Posted 9/6/18



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
September 11, 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 August 21, 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) Albany Fire Department Report
- G. PUBLIC COMMENT
- H. COUNCIL MEMBER AND STAFF COMMENTS
- I. CITY MANAGER'S REPORT
 - 1) Project Updates
 - 2) Home Occupations
- J. CITY ATTORNEY'S REPORT
- K. UNFINISHED BUSINESS
None

L. NEW BUSINESS

- 1) Public Meetings Compliance Resolution 2018-19

Action: _____

- 2) Fire Code Permit Program Resolution 2018-20

Action: _____

- 3) Street Sweeping Contract Award

Action: _____

- 4) 2018 Elections Candidate Forum Resolution 2018-21

Action: _____

- 5) Satisfaction of Lien Resolution 2018-22

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:

September 18, 2018 @ 6:00 p.m. – Planning Commission Meeting

September 25, 2018 @ 4:00 p.m. – City Council Work Session

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 541-928-4523.



August 14, 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 6:35 p.m.
- B. ROLL CALL
Councillors Present: Mayor Jim Lepin, Don Miller, Scott Cowan, Dave Harms
Scott McPhee
Councillors Absent: None
Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City
Manager/City Planner; Jake Gabell, Deputy City Recorder; Forrest
Reid, City Attorney
Presenters: Lieutenant Michelle Duncan
- C. PLEDGE OF ALLEGIANCE
- D. CHANGES AND ADDITIONS TO THE AGENDA
None
- E. CONSENT AGENDA
1) Approval of July 10, 2018 City Council Meeting Minutes
1) Mayor Lepin noted his vote for the Woods Road Sewer Construction motion was
No, not Aye. Correction will be reflected in final posted minutes and that the
Motion failed 4, 2.
Action: **Motion to Adopt Consent Agenda as Modified to Include Provisions to Pay
Additional Bills of the City made by Councilor McPhee; seconded by Council
Harms.**
Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye
- F. PRESENTATIONS
1) Monthly Report from the Linn County Sheriff's Office.
Lieutenant Duncan presented details on the report given to the City Council.
Mayor Lepin discussed the possibility of charging a fee for repeat false alerts within
the City, which has been on the rise and has taken many man-hours from the

LCSO. Lieutenant Duncan discussed the burden the City and LCSO would face if the City decided to charge a fee for false alarms. Mr. Kreitman asked if enforcement and tracking of the false alarms was something the Council wished but reminded the Council there will be additional time and costs. City Attorney Forrest Read and Councilor McPhee discussed the City of Albany's police security system fees and notification process to the business or homeowners. Mayor Lepin suggested it might good to get input from the other cities. Councilor Cowan asked about getting the number of alarms added to the monthly report and encouraged the Mayor to explore that possibility. Lieutenant Duncan reminded the Council of the extra time that would be needed to do the tracking that would take away from response.

2) Community Service Award

Mayor Lepin discussed the volunteer work he's noting around the City, including the committee for the upcoming celebration. The Council has discussed recognizing volunteers and has come up with a program. Citizen Gayle Hess received a community service award in appreciation for and recognition of his volunteer service to the Millersburg community. Over the years, Mr. Hess was frequently observed with a bag and picking up trash throughout the City as he took his regular walk.

G. PUBLIC COMMENT

None

H. COUNCIL MEMBER AND STAFF COMMENTS

None

I. CITY MANAGER'S REPORT

1) Project Updates

Assistant City Manager/City Engineer Janelle Booth provided an overview on the City Projects update and went over the provided staff report specifically noting the following:

- i. Solar speed signs were installed by Linn County. However, they will need to be taken down to add speed limit signs to the top of the solar panel.
- ii. Detention basin fencing update is not in report. The fencing will be going up tomorrow and within the next two weeks.
- iii. Regarding clearing Crooks Creek, the completion date is noted as mid-September. An initial quote was given to the City; however, the scope of work proved more extensive than in past years so a new scope needs to be drafted then sent out for multiple quotes. Ms. Booth clarified that the only work that can be done is cutting/removing vegetation due to being in wetlands.

J. CITY ATTORNEY'S REPORT

None

K. UNFINISHED BUSINESS

1) Recognition of Former Mayor Clayton Wood

A plaque has been designed, and Kevin Kreitman, City Manager, is proposing that it be mounted to a large rock by City Hall. Council agreed for Staff to continue the

process to get the plaque mounted in the landscaping in front of City Hall. The project is still within the budget the Council approved at the beginning of the project.

L. NEW BUSINESS

1) Benefits and Compensation

Mr. Kreitman provided an overview of the proposed changes to the benefits and compensation. There were errors in the calculation on the prior steps and an adjustment in the cost of living allowance calculations. Staff is recommending the repeal of Resolution 2017-18 and a Council action to approve HR 100-1.

Action: **Motion to Repeal Resolution 2017-18 made by Councilor McPhee; seconded by Councilor Harms.**

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

Action: **Motion to Approve HR 100-1 by Councilor McPhee; seconded by Councilor Harms.**

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

Action: **Motion to Approve 2.14 % COLA and Include the Assistant City Manager/City Engineer made by Councilor Cowan; seconded by Councilor McPhee.**

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

2) Linn Economic Development Group Agreement

Mr. Kreitman provided an overview of the staff report and agreement and background of why it is needed and what the agreement will accomplish. It was also stated that Greg Smith of Gregory Smith & Company will represent the City in any land negotiations, sale or lease, with no additional fee outside of the contract cost.

Action: **Motion to Approve Linn Economic Development Group Agreement and Pay the \$7,500 fee immediately made by Councilor Cowan; seconded by Councilor McPhee.**

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

- 3) Ordinance 2018-138 - Prohibiting Smoking in the Millersburg City Parks
Assistant City Manager/City Engineer Janelle Booth provided an overview of the proposed smoking ordinance. Discussion followed about how other cities have approved similar polices and on how Millersburg wants to handle smoking in the City park and if the City had to provide a smoking area. Council had additional discussion regarding designation of smoking areas for special events within the parks with Staff being directed to determine the area prior to the upcoming Millersburg Celebration.

Action: **Motion to Approve Ordinance 2018-138, Prohibiting Smoking in Millersburg City Parks made by Councilor Harms; seconded by Councilor McPhee.**

Action: **Amendment to Motion to Approve Ordinance 2018-138 Adding a Provision for the Designation of Smoking Areas within the Parks made by Councilor Cowan; seconded by Councilor Miller.** Ordinance 2018-138

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

- 4) City of Millersburg Logo
Ms. Booth provided an overview as to why the City is looking at changing the City logo. The City does not have the original electronic file for the current logo, and the resolution for the file the City currently has is very poor. After discussion, Council agreed on City slogan update to "A Community Linking Agriculture and Industry" as well. City Attorney Forrest Reid noted that Staff can communicate with the Council, and Mayor Lepin can make the final decision on the proposed City logo.
- 5) City Manager Appraisal
Mayor Lepin shared an overview of the feedback gave by the Council and City staff on Mr. Kreitman's performance over the past eight months. The appraisal was very positive, and there were no additional comments provided by Council.
- 6) Engaging Cable Huston for MS4 Legal Consultation
Ms. Booth provided an overview of the potential agreement with Cable Huston. This agreement is for stormwater.

Action: **Motion to Grant City Manager Authority to Enter into an Agreement with Cable Huston and Report Back to City Council made by Councilor Cowan; seconded by Councilor Miller.**

Mayor Lepin: Aye
Councilor Cowan: Aye
Councilor Harms: Aye
Councilor McPhee: Aye
Councilor Miller: Aye

M. CLOSING PUBLIC COMMENT
None

N. CLOSING COUNCIL COMMENT

- Councilor Miller asked about how the City can address door-to-door salespersons and peddlers within the City. Discussion followed concerning the workload involved in managing and what the program might look like. Mayor Lepin questioned whether the Council wanted Staff to work on a resolution and said that with the new fire service agreement, there is now a stronger need to know. Councilor Cowan noted the amount of items on Staff's plate and recommend this program be re-visited at a later date. After continuing discussion on the idea a business license, the Council agreed to revisit this item at a later date.
- Mayor Lepin announced that the packets for City Council elections are due by this Friday, August 17th.
- Councilor Cowan asked about the conversation with Oregon BBQ, and it was reported that the discussion went well and the BBQ is on a path to resolve the concerns.

O. ADJOURNMENT

Meeting adjourned at 8:32 p.m.

Respectfully submitted:

Reviewed by:

Jake Gabell
Deputy City Recorder

Kimberly Wollenburg
City Recorder

Upcoming Meetings:

August 21, 2018 @ 6:00 p.m. – Planning Commission Meeting
September 11, 2018 @ 6:30 p.m. – City Council Meeting

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

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
327 De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602		59811891	07/07/18	CONTRACTED SERVICES	08/01/18	\$392.15	\$392.15	01-1332	CONTRACTED SERVIC	\$99,500.00	\$99,500.00
							\$392.15				
41 Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167		08102018	08/10/18	MEDICAL INSURANCE	09/01/18	\$6,625.95	\$6,625.95	01-1211	MEDICAL INSURANCE	\$85,000.00	\$71,559.28
							\$6,625.95				
36 US Bank, PO Box 790408, St. Louis, MO, 63179-0408		5736 07202018	07/20/18	POSTAGE AND SHIPPING	08/20/18	\$33.33	\$33.33	01-1327	POSTAGE AND SHIPPI	\$1,000.00	\$1,000.00
5736 07202018	07/20/18	CITY COUNCIL	08/20/18	\$40.00	\$40.00	01-1333	CITY COUNCIL	\$2,500.00	\$2,500.00		
5736 07202018	07/20/18	EDUCATION & TRAINING	08/20/18	\$800.00	\$800.00	01-1334	EDUCATION & TRAININ	\$2,000.00	\$2,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$105.22	\$105.22	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$24.13	\$24.13	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$47.35	\$47.35	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$15.95	\$15.95	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$15.95	\$15.95	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$93.84	\$93.84	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	OFFICE EXPENSES	08/20/18	\$59.08	\$59.08	01-1352	OFFICE EXPENSES	\$20,000.00	\$20,000.00		
5736 07202018	07/20/18	PARK SUPPLIES & MAINTENANCE	08/20/18	\$58.91	\$58.91	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$55,000.00		
5736 07202018	07/20/18	PARK SUPPLIES & MAINTENANCE	08/20/18	\$40.48	\$40.48	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$55,000.00		
5736 07202018	07/20/18	EQUIPMENT/FURNISHINGS FOR NEW STATION	08/20/18	\$105.00	\$105.00	01-4305	EQUIPMENT/FURNISHI	\$125,000.00	\$125,000.00		
5736 07202018	07/20/18	STORM DRAINS & DITCHES	08/20/18	\$664.91	\$664.91	03-1331	STORM DRAINS & DITC	\$21,000.00	\$21,000.00		
5736 07202018	07/20/18	OPERATION & MAINTENANCE (O&M) TRANSMISSION LINES	08/20/18	\$2,160.00	\$2,160.00	05-1304	OPERATION & MAINTEN	\$80,000.00	\$80,000.00		
							\$4,264.15				
Total Bills To Pay:							\$11,282.25				

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
641	Ben and Jan Colley										
01980-01		08/22/18	SEWER USER FEES	08/22/18	\$17.50	\$17.50	04-1104	SEWER USER FEES	\$850,000.00	\$765,263.56	
01980-01		08/22/18	WATER USER FEES	08/22/18	\$47.76	\$47.76	05-1106	WATER USER FEES	\$800,000.00	\$729,254.38	
											\$65.26
50	City of Albany, PO Box 490, Albany, OR, 97321										
0020146		07/31/18	CALL-A-RIDE	08/31/18	\$390.00	\$390.00	01-1324	CALL-A-RIDE	\$3,000.00	\$3,000.00	
0020147		07/31/18	O&M SEWER PLANT	08/31/18	\$5,967.50	\$5,967.50	04-1304	O&M SEWER PLANT	\$170,000.00	\$170,000.00	
0020147		07/31/18	O&M SEWER PLANT	08/31/18	\$46,986.80	\$46,986.80	04-1304	O&M SEWER PLANT	\$170,000.00	\$170,000.00	
0020147		07/31/18	O&M COLLECTION SYSTEM	08/31/18	\$1,726.80	\$1,726.80	04-1305	O&M COLLECTION SYS	\$175,000.00	\$161,340.49	
0020201		07/31/18	ALBANY-MILLERSBURG WATER RECLAMATION FACILITY LEGA	08/31/18	\$7,909.05	\$7,909.05	04-1315	ALBANY-MILLERSBURG	\$50,000.00	\$50,000.00	
0020147		07/31/18	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	08/31/18	\$31,908.28	\$31,908.28	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$107,500.00	
0020149		07/31/18	OPERATION & MAINTENANCE (O&M) TRANSMISSION LINES	08/31/18	\$75,087.13	\$75,087.13	05-1304	OPERATION & MAINTEN	\$80,000.00	\$76,967.45	
0020149		07/31/18	OPERATION & MAINTENANCE (O&M) WATER RECLAMATION PL	08/31/18	\$89,465.80	\$89,465.80	05-1305	OPERATION & MAINTEN	\$310,000.00	\$310,000.00	
0020149		07/31/18	WATER RECLAMATION PLANT CAPITAL PROJECTS	08/31/18	\$931.12	\$931.12	05-1408	WATER RECLAMATION	\$89,700.00	\$89,700.00	
											\$260,372.48
620	Homes Direct of Oregon, 3838 Palm Harbor Drive NE, Albany, OR, 97321										
2018-004		08/22/18	EQUIPMENT/FURNISHINGS FOR NEW STATION	08/22/18	\$52,063.50	\$52,063.50	01-4305	EQUIPMENT/FURNISHI	\$125,000.00	\$103,256.40	
											\$52,063.50
483	MetLife - Group Benefits, PO Box 804466, Kansas City, MO, 64180-4466										
5896 08132018		08/13/18	MEDICAL INSURANCE	09/01/18	\$839.36	\$839.36	01-1211	MEDICAL INSURANCE	\$85,000.00	\$64,933.33	
											\$839.36
646	Rose Seminary										
8/9/18		08/09/18	COMMUNITY SUPPORT - National Night Out	08/09/18	\$185.46	\$185.46	01-1320	COMMUNITY SUPPORT	\$40,000.00	\$4,614.09	
											\$185.46
											\$313,526.06

Total Bills To Pay:

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
493 American Planning Association, P.O. Box 4291, Carol Stream, IL, 60197-4291		342943-180701PB	07/26/18	DUES & SUBSCRIPTIONS	09/15/18	\$245.00	\$245.00	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$9,000.00
							\$245.00				
539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321		11996610	09/06/18	CITY HALL MAINTENANCE & SUPPLIES	09/11/18	\$147.50	\$147.50	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34
		12370684	08/20/18	CITY HALL MAINTENANCE & SUPPLIES	09/11/18	\$183.80	\$183.80	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34
		3082124	08/10/18	CONTRACTED SERVICES	09/11/18	\$779.02	\$779.02	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3082124	08/10/18	CONTRACTED SERVICES	09/11/18	\$380.25	\$380.25	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3082861	08/17/18	CONTRACTED SERVICES	09/11/18	\$325.00	\$325.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3082861	08/17/18	CONTRACTED SERVICES	09/11/18	\$729.30	\$729.30	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3083660	08/24/18	CONTRACTED SERVICES	09/11/18	\$718.25	\$718.25	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3083660	08/24/18	CONTRACTED SERVICES	09/11/18	\$260.00	\$260.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3084469	08/31/18	CONTRACTED SERVICES	09/11/18	\$380.25	\$380.25	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3084469	08/31/18	CONTRACTED SERVICES	09/11/18	\$486.20	\$486.20	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3085290	09/06/18	CONTRACTED SERVICES	09/11/18	\$260.00	\$260.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3085331	09/07/18	CONTRACTED SERVICES	09/11/18	\$458.58	\$458.58	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16
		3084891	08/31/18	PARKS MASTER PLAN	09/11/18	\$292.50	\$292.50	01-2303	PARKS MASTER PLAN	\$50,000.00	\$49,415.00
		3084898	08/31/18	PARKS MASTER PLAN	09/11/18	\$97.50	\$97.50	01-2303	PARKS MASTER PLAN	\$50,000.00	\$49,415.00
		3084899	08/31/18	PARKS MASTER PLAN	09/11/18	\$195.00	\$195.00	01-2303	PARKS MASTER PLAN	\$50,000.00	\$49,415.00
							\$5,693.15				
607 Business Connections, Inc., P.O. Box 566, Salem, OR, 97308-0566		072208212018	08/21/18	TELEPHONE	09/10/18	\$52.95	\$52.95	01-1358	TELEPHONE	\$7,000.00	\$6,739.10
							\$52.95				
596 Cardno, Inc., P.O. Box 123400, Dallas, TX, 75321-3400		508961	08/14/18	STORMWATER MASTER PLAN	09/14/18	\$6,107.93	\$6,107.93	03-1321	STORMWATER MASTE	\$65,000.00	\$64,415.00
							\$6,107.93				
658 Carlson Testing, Inc., PO Box 230997, Tigard, OR, 97281		1234630	09/01/18	Temporaty Station	10/01/18	\$575.50	\$575.50	01-4403	Temporaty Station	\$295,000.00	\$294,750.00
							\$575.50				
466 CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869		381157048	08/29/18	CONSULTANTS - ENGINEERING	09/11/18	\$4,034.39	\$4,034.39	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$17,019.58
		381157921	09/06/18	CONSULTANTS - ENGINEERING	09/11/18	\$8,373.35	\$8,373.35	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$17,019.58
		381157917	09/06/18	MORNINGSTAR AND ATI PUMP STATION UPGRADES	09/11/18	\$9,143.76	\$9,143.76	04-1403	MORNINGSTAR AND AT	\$385,000.00	\$368,905.74
							\$21,551.50				
48 Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838		172434553	08/07/18	CITY HALL MAINTENANCE & SUPPLIES	09/10/18	\$69.61	\$69.61	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34
		172434552	08/07/18	PARK SUPPLIES & MAINTENANCE	09/10/18	\$79.80	\$79.80	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$46,362.78

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		172434554	08/07/18	PARK SUPPLIES & MAINTENANCE	09/10/18	\$90.61	\$90.61	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$46,362.78
		\$240.02									
514	Cintas, PO Box 631025, Cincinnati, OH, 45263-1025										
5010626387	09/11/18	OFFICE EXPENSES	09/11/18	\$31.36	\$31.36	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65		
5010894838	09/11/18	OFFICE EXPENSES	09/11/18	\$34.80	\$34.80	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65		
5011615331	09/11/18	OFFICE EXPENSES	09/11/18	\$35.86	\$35.86	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65		
		\$102.02									
50	City of Albany, PO Box 490, Albany, OR, 97321										
MB-2018-3	08/15/18	EQUIPMENT/FURNISHINGS FOR NEW STATION	08/15/18	\$5,078.87	\$5,078.87	01-4305	EQUIPMENT/FURNISHI	\$125,000.00	\$51,192.90		
MB-2018-3	08/15/18	EQUIPMENT/FURNISHINGS FOR NEW STATION	08/15/18	\$2,628.53	\$2,628.53	01-4305	EQUIPMENT/FURNISHI	\$125,000.00	\$51,192.90		
		\$7,707.40									
76	Coleen Haxby										
08292018	08/29/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$63.20	\$63.20	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80		
		\$63.20									
665	Concept Systems, 1957 Fescue Street SE, Albany, OR, 97322										
09102018	09/10/18	PARK SHELTER USER FEES	09/11/18	\$40.00	\$40.00	01-2102	PARK SHELTER USER	\$5,000.00	\$4,800.00		
		\$40.00									
192	DAS-Shared Financial Services-Cashier, 155 Cottage Street NE, Salem, OR, 97301-3963										
AIE08030	08/20/18	DUES & SUBSCRIPTIONS	09/20/18	\$475.12	\$475.12	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$9,000.00		
		\$475.12									
659	David Evans & Associates, Inc., Dept LA 24340, Pasadena, CA, 91185-4340										
426800	08/22/18	PCPI EXPENSE	09/11/18	\$1,032.20	\$1,032.20	02-1303	PCPI EXPENSE	\$20,000.00	\$20,000.00		
426800	08/22/18	SEWER PCPI	09/11/18	\$1,032.21	\$1,032.21	04-1303	SEWER PCPI	\$15,000.00	\$15,000.00		
426800	08/22/18	PCPI EXPENSE	09/11/18	\$1,032.21	\$1,032.21	05-1303	PCPI EXPENSE	\$15,000.00	\$15,000.00		
		\$3,096.62									
327	De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602										
60175921	08/11/18	CONTRACTED SERVICES	09/01/18	\$392.15	\$392.15	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16		
		\$392.15									
251	Dustin Patton										
09102018	09/10/18	TELEPHONE	09/11/18	\$35.00	\$35.00	01-1358	TELEPHONE	\$7,000.00	\$6,739.10		
		\$35.00									
272	Earth2O, PO Box 70, Culver, OR, 97734										
095416	08/06/18	CITY HALL MAINTENANCE & SUPPLIES	09/11/18	\$13.49	\$13.49	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34		
284373	09/04/18	CITY HALL MAINTENANCE & SUPPLIES	09/11/18	\$20.19	\$20.19	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34		

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$33.68					
335	EC Electrical Construction Co, PO Box 4300, Portland, OR, 97208											
166110		08/14/18	Park Lighting Upgrades	09/14/18	\$3,967.94	\$3,967.94	01-2406	Park Lighting Upgrades	\$12,000.00	\$12,000.00		
166937		08/28/18	Temporaty Station	09/28/18	\$996.17	\$996.17	01-4403	Temporaty Station	\$295,000.00	\$294,750.00		
							\$4,964.11					
660	Element Graphics, 250 NW Tyler Avenue, Corvallis, OR, 97330											
7718		08/31/18	OFFICE EXPENSES	09/30/18	\$350.00	\$350.00	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65		
							\$350.00					
16	Forrest Reid, 135 SW 5th Avenue, Albany, OR, 97321											
082018		08/31/18	CITY ATTORNEY	09/04/18	\$9,650.00	\$9,650.00	01-1316	CITY ATTORNEY	\$80,000.00	\$58,850.00		
							\$9,650.00					
608	Garten Services, Inc., P.O. Box 13970, Salem, OR, 97309											
M61916		08/28/18	CONTRACTED SERVICES	09/27/18	\$664.92	\$664.92	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16		
							\$664.92					
639	Gina Ayers 09/07/18 PARK SHELTER USER FEES											
09072018		09/11/18			\$40.00	\$40.00	01-2102	PARK SHELTER USER	\$5,000.00	\$4,800.00		
							\$40.00					
661	Halcyon Painting, PO Box 25, Corvallis, OR, 97339											
18040		08/28/18	CITY HALL MAINTENANCE & SUPPLIES	08/31/18	\$560.00	\$560.00	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34		
18036		08/21/18	CONTRACTED SERVICES	08/28/18	\$4,995.00	\$4,995.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16		
18036R		08/24/18	CONTRACTED SERVICES	08/28/18	\$172.00	\$172.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16		
18040		08/28/18	PARK SUPPLIES & MAINTENANCE	08/31/18	\$560.00	\$560.00	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$46,362.78		
							\$6,287.00					
49	Home Depot, Home Depot Credit Service/Dept. 32 - 2501856748, PO Box 9001043, Louisville, KY, 40290-1043											
6748 08132018		08/13/18	PARK SUPPLIES & MAINTENANCE	09/11/18	\$51.91	\$51.91	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$46,362.78		
							\$51.91					
566	Jake Gabell											
09072018		09/07/18	MILEAGE	09/11/18	\$93.74	\$93.74	01-1351	MILEAGE	\$1,500.00	\$1,364.84		
09102018		09/10/18	TELEPHONE	09/11/18	\$35.00	\$35.00	01-1358	TELEPHONE	\$7,000.00	\$6,739.10		
							\$128.74					
569	Janelle Booth											
09102018		09/10/18	TELEPHONE	09/11/18	\$35.00	\$35.00	01-1358	TELEPHONE	\$7,000.00	\$6,739.10		
							\$35.00					
536	Julianne Folin											
608510		08/23/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$32.00	\$32.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80		

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$32.00					
504	Julie Prince	607581	07/18/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$32.00	\$32.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80	
608442		09/10/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$16.00	\$16.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80		
							\$48.00					
575	Kathie Strathern	08132018	08/13/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$60.80	\$60.80	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80	
							\$60.80					
561	Kimberly Wollenburg,	09102018	09/10/18	TELEPHONE	09/11/18	\$105.00	\$105.00	01-1358	TELEPHONE	\$7,000.00	\$6,739.10	
							\$105.00					
12	Linn County Sheriff's Office, 1115 Jackson Street SE, Albany, OR, 97322	08162018	08/16/18	CONTRACTED SERVICES	09/11/18	\$22,035.00	\$22,035.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16	
							\$22,035.00					
662	Mid-Valley Gravel Co, PO Box 1089, Philomath, OR, 97370	42006	08/31/18	Temporaty Station	09/11/18	\$117,730.00	\$117,730.00	01-4403	Temporaty Station	\$295,000.00	\$294,750.00	
							\$117,730.00					
585	MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553	8657	08/10/18	CONTRACTED SERVICES	09/10/18	\$1,820.00	\$1,820.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16	
8661		07/31/18	CONTRACTED SERVICES	08/31/18	\$4,740.00	\$4,740.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16		
							\$6,560.00					
23	Pacific Power, PO Box 26000, Portland, OR, 97256-0001	0074 08312018	08/31/19	O&M COLLECTION SYSTEM	09/19/18	\$66.20	\$66.20	04-1305	O&M COLLECTION SYS	\$175,000.00	\$159,511.15	
							\$66.20					
6	Petro Card, PO Box 34243, Seattle, WA, 98124-1243	C355778	08/31/18	PARK SUPPLIES & MAINTENANCE	09/12/18	\$229.84	\$229.84	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$46,362.78	
							\$229.84					
613	Rhonda Rick	08232018	08/23/18	LIBRARY SERVICES	09/11/18	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,400.00	
							\$40.00					
129	Rhonda Winn	08222018	08/22/18	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	09/11/18	\$84.00	\$84.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,124.80	

City of Millersburg
Council Approval Report
 (Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$84.00					
626	Sea Western, Inc., P.O. Box 51, Kirkland, WA, 98083	207437	08/10/18	EQUIPMENT/FURNISHINGS FOR NEW STATION	09/11/18	\$8,843.20	\$8,843.20	01-4305	EQUIPMENT/FURNISHI	\$125,000.00	\$51,192.90	
							\$8,843.20					
13	Sean Shearer	09102018	09/10/18	TELEPHONE	09/11/18	\$105.00	\$105.00	01-1358	TELEPHONE	\$7,000.00	\$6,739.10	
							\$105.00					
151	Security Alarm Corp., 2443 Brighton Way, Albany, OR, 97322	1366613	09/05/18	CONTRACTED SERVICES	09/11/18	\$179.85	\$179.85	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16	
							\$179.85					
657	Shelly Wright,	09072018	09/07/18	PARK SHELTER USER FEES	09/11/18	\$40.00	\$40.00	01-2102	PARK SHELTER USER	\$5,000.00	\$4,800.00	
							\$40.00					
89	Staples Advantage, Dept LA, PO Box 83689, Chicago, IL, 60696-3689	8051268589	09/01/18	OFFICE EXPENSES	09/16/18	\$15.96	\$15.96	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65	
		8051268589	09/01/18	OFFICE EXPENSES	09/16/18	\$66.58	\$66.58	01-1352	OFFICE EXPENSES	\$20,000.00	\$17,736.65	
							\$82.54					
562	Superior Floor & Power Sweep, 4676 Commercial St SE, PMB 166, Salem, OR, 97302-1902	8677	09/01/18	STREET SWEEPING	09/10/18	\$1,050.00	\$1,050.00	02-1319	STREET SWEEPING	\$24,000.00	\$22,650.00	
							\$1,050.00					
409	Tina Curteman	07302018	07/30/18	LIBRARY SERVICES	09/11/18	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,400.00	
							\$40.00					
664	US Bank Equipment Finance, P.O. Box 790448, St Louis, MO, 63179-0448	365345073	08/28/18	CONTRACTED SERVICES	09/22/18	\$195.00	\$195.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16	
							\$195.00					
328	Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321	273189	08/31/18	CONTRACTED SERVICES	09/11/18	\$234.00	\$234.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$82,077.16	
							\$234.00					
551	Verizon, PO Box 660108, Dallas, TX, 75266-0108	9813051648	08/19/18	CITY HALL UTILITIES	09/11/18	\$40.01	\$40.01	01-1317	CITY HALL UTILITIES	\$15,000.00	\$12,667.71	
							\$40.01					
223	Wallace W. Lien, P.C., P.O. Box 5730, Salem, OR, 97304	08252018	08/25/18	LEGAL SERVICES	09/11/18	\$105.00	\$105.00	01-1339	LEGAL SERVICES	\$75,000.00	\$74,275.00	

**City of Millersburg
Council Approval Report
(Council Approval Report)**

Vendor			InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
								\$105.00				
656	Wanda Webster		09062018	09/06/18	LIBRARY SERVICES	09/11/18	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,400.00
								\$40.00				
8	Weis Plumbing, 4492 Aztec Loop NE, Albany, OR, 97321		08192018	09/19/18	CITY HALL MAINTENANCE & SUPPLIES	09/11/18	\$550.00	\$550.00	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$21,838.34
								\$550.00				
Total Bills To Pay:								\$227,078.36				

ACCOUNT MESSAGES

US Bank

Your account is past due \$4,264.15. Past due amount is included in the minimum payment. Please remit immediately.

CORPORATE ACCOUNT SUMMARY									
CITY OF MILLERSBURG 4485 5945 5564 5736	Previous Balance	Purchases And Other + Charges	+ Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance	
Company Total	\$4,264.15	\$2,680.96	\$0.00	\$0.00	\$42.64	\$0.00	\$0.00	\$6,987.75	

CORPORATE ACCOUNT ACTIVITY				
CITY OF MILLERSBURG 4485-5945-5564-5736			TOTAL CORPORATE ACTIVITY \$42.64	
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-20		LATE PAYMENT CHARGE	42.64

NEW ACTIVITY				
JAKE GABELL 4485-5903-0024-8263	CREDITS \$0.00	PURCHASES \$1,204.86	CASH ADV \$0.00	TOTAL ACTIVITY \$1,204.86

PAID
AUG 3 2 2018
#60089

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4485-5945-5564-5736		ACCOUNT SUMMARY		
	STATEMENT DATE 08/20/18	DISPUTED AMOUNT .00	PREVIOUS BALANCE	4,264.15	
SEND BILLING INQUIRIES TO: U.S. BANK P.O. Box 6335 Fargo, ND 58125-6335		<div style="border: 2px solid blue; border-radius: 50%; padding: 10px; display: inline-block;"> AMOUNT DUE 2,783.60 6,945.11 </div>		PURCHASES & OTHER CHARGES	2,680.96
				CASH ADVANCES	.00
				CASH ADVANCE FEES	.00
				LATE PAYMENT CHARGES	42.64
				CREDITS	.00
				PAYMENTS	.00
				ACCOUNT BALANCE	6,987.75



Company Name: CITY OF MILLERSBURG
Corporate Account Number: 4485 5945 5564 5736
Statement Date: 08-20-2018

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-09	08-08	24492158220894947113099	LEAGUEOREGO 503-588-6550 OR	975.00	
08-16	08-14	24431068227975010800577	SAFEWAY #1659 ALBANY OR	59.39	
08-20	08-17	24164078229105163409964	STAPLES 877-8267755 NJ	170.47	
SEAN SHEARER			CREDITS	PURCHASES	CASH ADV
4485-5905-0024-0375			\$0.00	\$182.88	\$0.00
					TOTAL ACTIVITY
					\$182.88
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-01	07-31	24717058212282124747619	NO DINX ALBANY OR	182.88	
KIMBERLY WOLLENBURG			CREDITS	PURCHASES	CASH ADV
4485-5906-0023-7743			\$0.00	\$1,293.22	\$0.00
					TOTAL ACTIVITY
					\$1,293.22
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-26	07-25	24055238206083303335986	ACE RECOGNITION 866-882-9701 CA	1,089.04	
08-06	08-03	24692168215100746125548	AMZN MKTP US AMZN.COM/BILL WA	158.50	
08-07	08-06	24692168218100407164403	AMZN MKTP US AMZN.COM/BILL WA	2.69	
08-08	08-07	24692168219100815276624	AMAZON.COM AMZN.COM/BILL WA	42.99	

Department: 00000 Total: \$2,680.96
 Division: 00000 Total: \$2,680.96



U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER 4485-5903-0024-8263

AMOUNT DUE \$0.00

000004388 01 SP 0.510 106481697573161 P
JAKE GABELL
CITY OF MILLERSBURG
4222 OLD SALEM ROAD
ALBANY OR 97321-7377

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
08-08	08-09	8641	LEAGUEOREGO 503-588-6550 OR <i>01-1335</i>	24492158220894947113099	975.00
08-14	08-16	5411	SAFEWAY #1659 ALBANY OR <i>01-1333</i>	24431068227975010800577	59.39
08-17	08-20	5111	STAPLES 877-8267755 NJ <i>01-1352</i>	24164078229105163409964	170.47



CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4485-5903-0024-8263	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$1,204.86
	STATEMENT DATE 08/20/18	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER 4485-5945-5564-5736 CONTACT AND ADDRESS CITY OF MILLERSBURG KIM WOLLENBURG 4222 OLD SALEM RD ALBANY , OR 97321		DISPUTE AMOUNT \$0.00
		CREDITS \$0.00
		STATEMENT TOTAL \$1,204.86



U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER 4485-5905-0024-0375

AMOUNT DUE \$0.00

000004389 01 SP 0.510 106481697573162 P
 SEAN SHEARER
 CITY OF MILLERSBURG
 4222 OLD SALEM ROAD
 ALBANY OR 97321-7377

**"MEMO STATEMENT ONLY"
 DO NOT REMIT PAYMENT**

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
07-31	08-01	8999	NO DINX ALBANY OR 01-2302	24717058212282124747619	182.88



CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4485-5905-0024-0375	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$182.88
	STATEMENT DATE 08/20/18	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER 4485-5945-5564-5736 CONTACT AND ADDRESS CITY OF MILLERSBURG KIM WOLLENBURG 4222 OLD SALEM RD ALBANY , OR 97321		DISPUTE AMOUNT \$0.00
		CREDITS \$0.00
		STATEMENT TOTAL \$182.88



U.S. BANK
 P. O. Box 6343
 Fargo, ND 58125-6343



ACCOUNT NUMBER 4485-5906-0023-7743

AMOUNT DUE \$0.00

000004390 01 SP 0.510 106481697573163 P
 KIMBERLY WOLLENBURG
 CITY OF MILLERSBURG
 4222 OLD SALEM ROAD
 ALBANY OR 97321-7377

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MESSAGES:

TRAN DATE	POST DATE	MCC CODE	TRANSACTION DESCRIPTION	REFERENCE #	AMOUNT
07-25	07-26	2741	ACE RECOGNITION 866-882-9701 CA	24055238206083303335986	1,089.04
08-03	08-06	5942	AMZN MKTP US AMZN.COM/BILL WA	24692168215100746125548	158.50
08-06	08-07	5942	AMZN MKTP US AMZN.COM/BILL WA	24692168218100407164403	2.69
08-07	08-08	5942	AMAZON.COM AMZN.COM/BILL WA	24692168219100815276624	42.99

01-1320
~~*01-1352*~~
01-1352
~~*01-1352*~~
01-1352

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4485-5906-0023-7743	ACCOUNT SUMMARY PURCHASES, FEES & ADJUSTMENTS \$1,293.22
	STATEMENT DATE 08/20/18	CHECKS/CASH ADVANCES \$0.00
MANAGING ACCOUNT NUMBER 4485-5945-5564-5736 CONTACT AND ADDRESS CITY OF MILLERSBURG KIM WOLLENBURG 4222 OLD SALEM RD ALBANY , OR 97321		DISPUTE AMOUNT \$0.00
		CREDITS \$0.00
		STATEMENT TOTAL \$1,293.22



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: August

TRAFFIC CITATIONS: -----	4
TRAFFIC WARNINGS: -----	6
TRAFFIC CRASHES: -----	1
ADULTS CITED/VIOLATIONS: -----	0
ADULTS ARRESTED : -----	3
JUVENILES CITED/VIOLATIONS: -----	0
JUVENILES ARRESTED: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED:-----	87
TRAFFIC HOURS-----	6.5
ADMINISTRATION HOURS-----	1

TOTAL HOURS SPENT: MILLERSBURG 115

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: September 6, 2018 for Council Meeting September 11, 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 most recent version of Gantt chart 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:

Cardno has completed modeling efforts and is developing proposed projects to address problem drainage areas within the City. A meeting to discuss the proposed solutions/projects will be scheduled for later in the fall.

Park Inspection Report:

In May, Citycounty Insurance Services (CIS) performed an inspection of Millersburg Park and Acorn Park. The inspection report is attached.

Millersburg Park was found to be in extremely good condition. The items noted in need of attention were:

- Additional fall protection beneath swings
- Paint horse shoe pit posts with highly visible paint
- Cut back bushes around park rules sign
- Fill and mark cracks in walking path

All of these items except for the bushes around the park rules sign were addressed immediately following the inspection. The bushes around the sign will be cut prior to September 15. In addition, highly visible marking paint on the horseshoe pit stakes and walking path cracks will be refreshed.

Acorn Park was found to also be meeting park standards, but in need of additional general maintenance, which included:

- Addition of fall protection material within the playground area

- Filling of large holes within the park grounds
- Tightening the metal chain at the park entrance

These items were addressed following the inspection.

Temporary Fire Station 15:

The station building has been installed on the site, and paving is scheduled for Friday, September 7.

Over the next three weeks, the equipment bay will be installed and electrical/IT work will be completed. Skirting and decking for the manufactured home will also be installed.

The station occupation date is tentatively set for October 1, pending installation of service from all required utilities. Final site features, including landscaping, signage, and flagpoles may be installed following the occupation date.

Sewer Lift Stations Construction:

Construction on the ATI Sewer Lift Station was scheduled to begin in August and be substantially complete in October. Due to groundwater treatment requirements, the start date was pushed back to the first week of September and substantial completion will now be in November. As a gesture of goodwill for the City having to do groundwater treatment on the project, ATI has confirmed that they are willing to cover the excavated material disposal costs. This will offset most of the approximate \$50,000 additional costs for groundwater treatment.

The project is now proceeding forward with installation of the bypass pumping manhole this week.

Final site restoration at the Morningstar Lift Station has been completed except for installation of topsoil and seeding and restoration of fences, which will be done in the fall.

Bollard Installation:

Installation of bollards on Shayla at Barker Ct and Megan at Morningstar Rd began the week of September 4.

Crooks Creek and Tributaries Vegetation Removal:

Vegetation removal in Crooks Creek and its tributaries is being planned for fall 2018. A request for quotes is being developed to solicit quotes for this work.

Crack Sealing Sweetwater Subdivision and Millersburg Drive west of Woods Road:

A request for quotes for crack sealing was developed and sent to interested contractors. Although five contractors were contacted and indicated interest in the work, no quotes were received by the deadline of September 4. Follow up with the contractors will be conducted to determine the reason for lack of

response and quotes will be solicited again at a future date (either in the fall or late winter) to be determined.

Kathryn Avenue Pavement Repair:

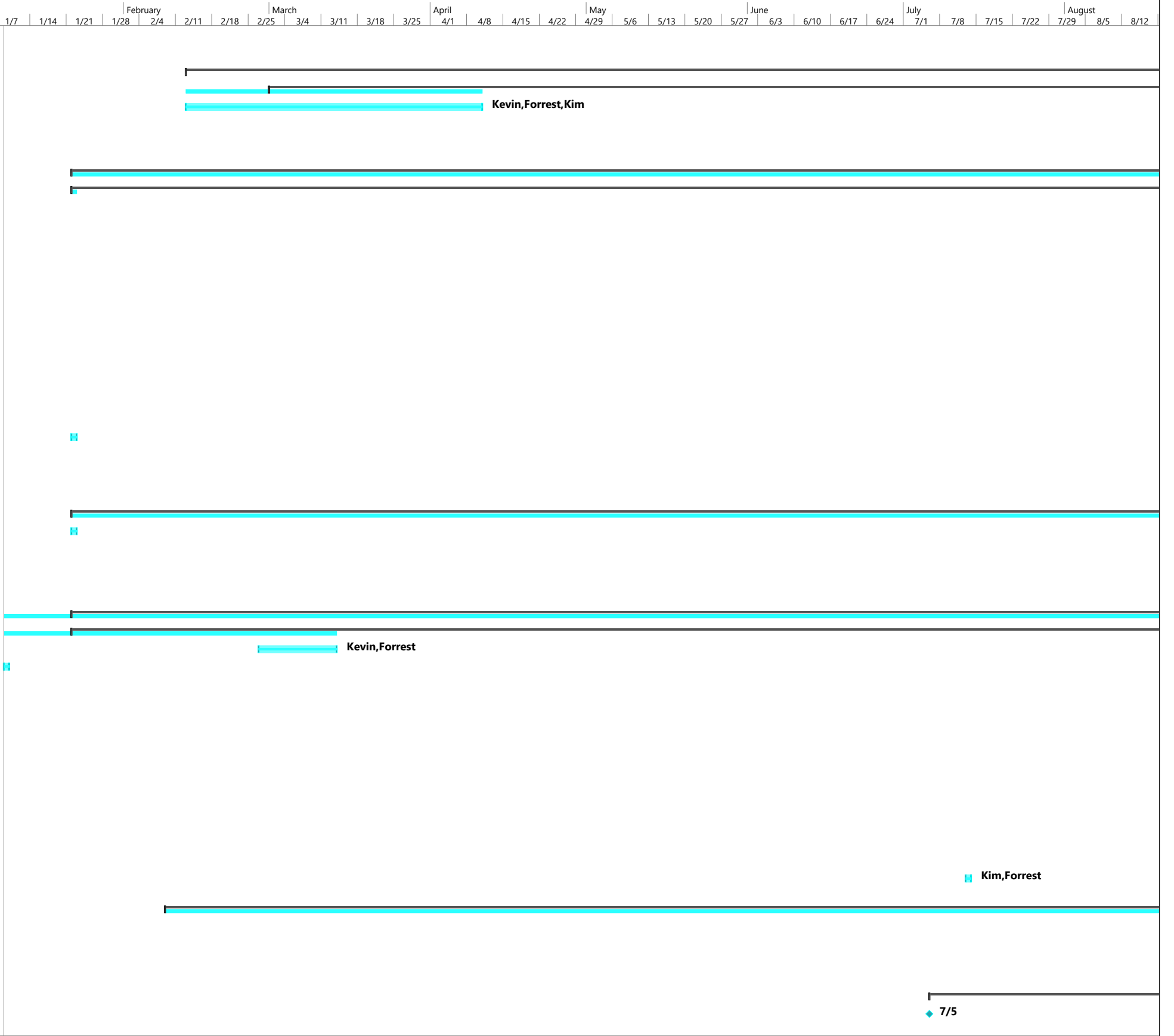
A request for quotes for repair of failed concrete pavement on Kathryn Avenue has been developed and Staff will be soliciting quotes for the work to be awarded at a future date.

Parks Master Plan RFQ:

A Request for Qualifications (RFQ) for the Parks Master Plan has been developed (see attached). It is scheduled to be advertised on September 14. Qualifications are due by October 5, and will be evaluated by Staff, with the intent to present the contract with the selected company to Council for approval at the November 13, 2018 Council meeting.

Staff are currently working to schedule a meeting with the Parks Committee to review the RFQ prior to advertisement on September 14.

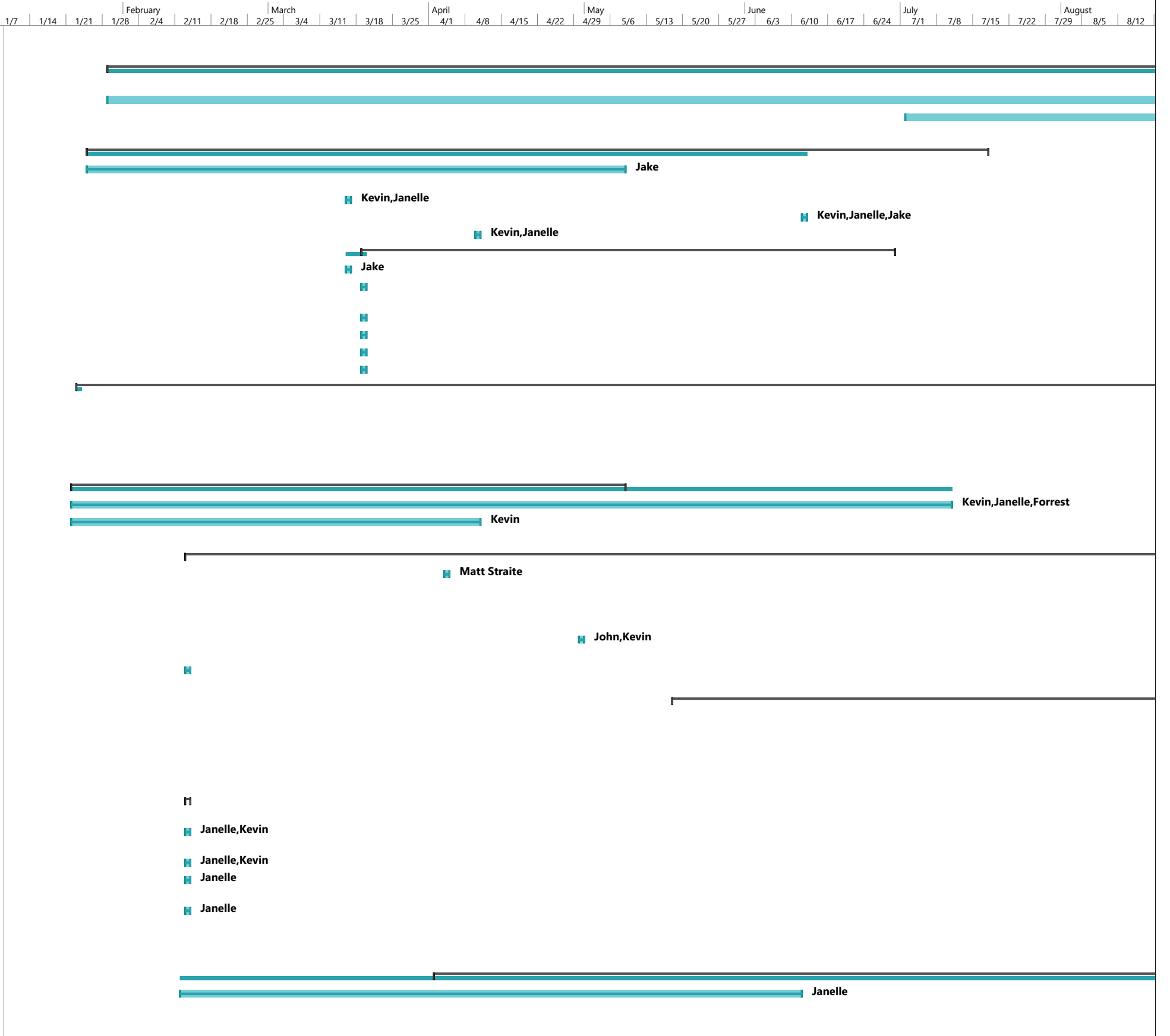
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	?	Millersburg Tasks					
2	?						
3	?	Charter	377 days	Tue 2/13/18	Wed 7/24/19		Kevin,Forrest
4	?	Complete update of charter	365 days	Thu 3/1/18	Wed 7/24/19		
5	✓	Signatures for checks	41 days	Tue 2/13/18	Tue 4/10/18		Kevin,Forrest,Kim
6	?	Appointment of officers and employees - Section 12 CC					
7	?						
8	?	Ordinances and Code	269 days	Mon 1/22/18	Thu 1/31/19		Forrest,Kim,Kevin
9	?	Update Code of Ordinances - change to Municipal Code	269 days	Mon 1/22/18	Thu 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		
17	?	City manager has been listed in the CO - research whether this change was done by ordinance					
18	?	Land Use Development Code	269 days	Mon 1/22/18	Thu 1/31/19		John Morgan,Matt Straite
19	✓	Determine correct version of current code	1 day	Mon 1/22/18	Mon 1/22/18		
20	?	Update/Re-write LUDC			Thu 1/31/19		
21	?	Comprehensive Plan Update					
22	?						
23	?	Policies, Procedures, and Standards	199 days	Mon 1/22/18	Thu 10/25/18		
24	?	Purchasing	199 days	Mon 1/22/18	Thu 10/25/18		Kim,Kevin
25	✓	Adopt new purchasing policy	11 days	Tue 2/27/18	Tue 3/13/18		Kevin,Forrest
26	✓	Join Oregon Cooperative Procurement Program	1 day	Tue 1/9/18	Tue 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	1 day	Fri 7/13/18	Fri 7/13/18		Kim,Forrest
36	?	Safety procedures and training	185 days	Fri 2/9/18	Thu 10/25/18		Kevin,Janelle
37	?	Safety manual			Thu 10/25/18		
38	?	Staff training plans					
39	?	Ergo evaluations					
40	?	PPE					
41	?	Permits	126 days	Thu 7/5/18	Fri 12/28/18		
42	✓	Review grading and ROW permits, modify if needed	0 days	Thu 7/5/18	Thu 7/5/18		Janelle



Project: Task List
Date: Thu 9/6/18

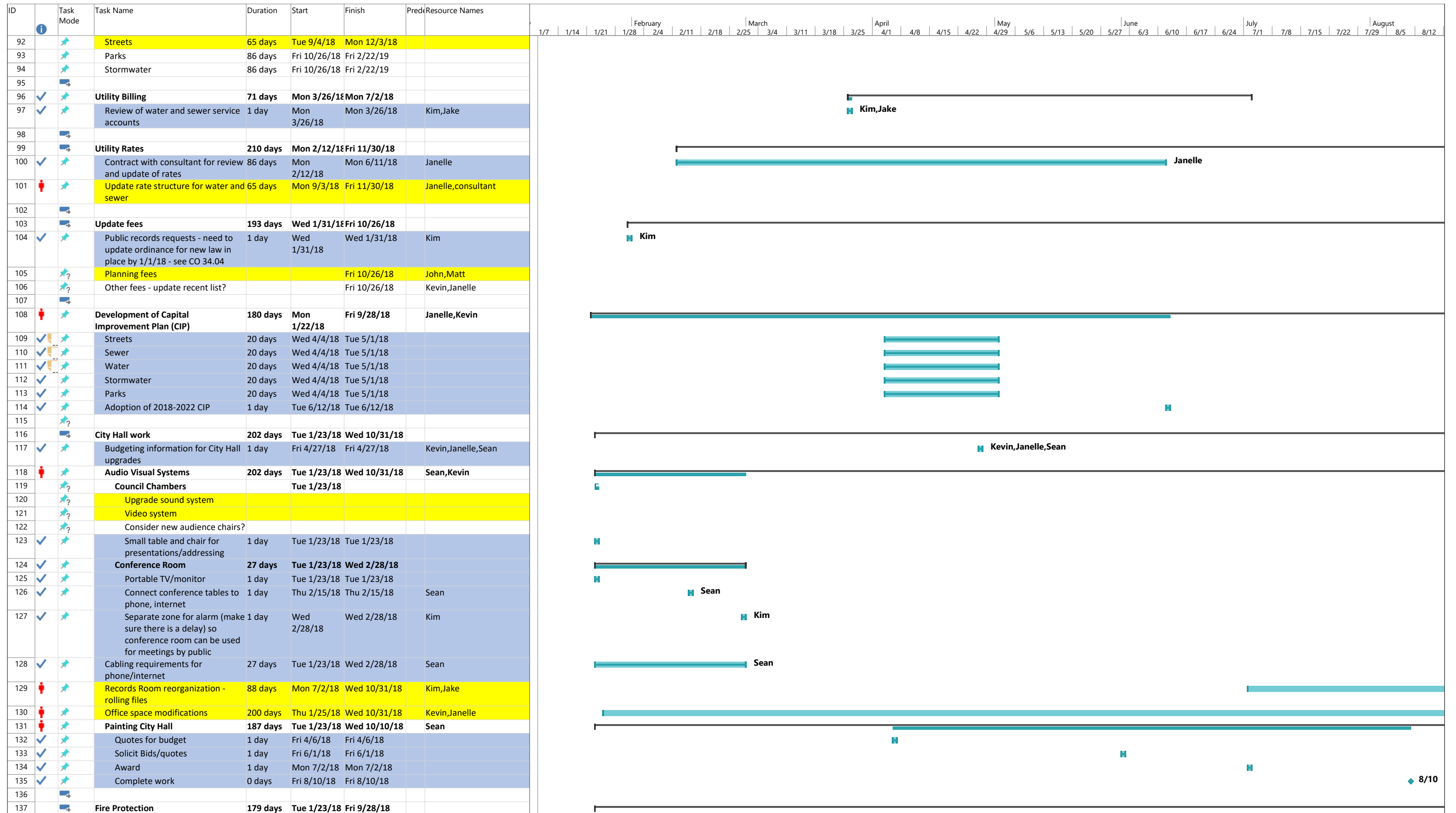
Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
43	?	Establish erosion control permit			Fri 12/28/18		Janelle
44	?						
45	?	Document Record Keeping and Retention	235 days	Mon 1/29/18	Fri 12/21/18		Kim
46	?	New filing system	198 days	Mon 1/29/18	Wed 10/31/18		
47	?	Electronic	125 days	Mon 7/2/18	Fri 12/21/18		Kim
48	?						
49	?	Budget	124 days	Thu 1/25/18	Tue 7/17/18		
50	?	Supplemental Budget - address funds which are over budget	74 days	Thu 1/25/18	Tue 5/8/18		Jake
51	?	Funding for Stormwater Master Plan	1 day	Fri 3/16/18	Fri 3/16/18		Kevin,Janelle
52	?	Funding for temporary fire station	1 day	Tue 6/12/18	Tue 6/12/18		Kevin,Janelle,Jake
53	?	Funding for rate and SDC update	1 day	Tue 4/10/18	Tue 4/10/18		Kevin,Janelle
54	?	2018-2019 Budget	75 days	Mon 3/19/18	Fri 6/29/18		Jake,Kevin,Janelle
55	?	New budget layout	1 day	Fri 3/16/18	Fri 3/16/18		Jake
56	?	Insure there is no comingling of SDC funds	1 day	Mon 3/19/18	Mon 3/19/18		
57	?	Temporary fire station operation	1 day	Mon 3/19/18	Mon 3/19/18		
58	?	Permanent fire station	1 day	Mon 3/19/18	Mon 3/19/18		
59	?	Maintenance needs	1 day	Mon 3/19/18	Mon 3/19/18		
60	?	Office in maintenance facility?	1 day	Mon 3/19/18	Mon 3/19/18		
61	?	Equipment life/replacement costs tracking	224 days	Tue 1/23/18	Fri 11/30/18		
62	?	City Hall Equipment					
63	?	Parks/Maintenance Equipment					
64	?	Fire Station					
65	?						
66	?	IGAs	77 days	Mon 1/22/18	Tue 5/8/18		
67	?	Sewer IGA	122 days	Mon 1/22/18	Tue 7/10/18		Kevin,Janelle,Forrest
68	?	Fire IGA	57 days	Mon 1/22/18	Tue 4/10/18		Kevin
69	?						
70	?	Planning, Building, and Development	253 days	Tue 2/13/18	Thu 1/31/19		
71	?	Missing Permits/Permit Numbers	1 day	Wed 4/4/18	Wed 4/4/18		Matt Straite
72	?	Ability to get on County online system for building permits			Fri 12/21/18		Kevin,Janelle
73	?	Comp Plan review every even year			Thu 1/31/19		John
74	?	Land use joint training session by John Morgan	1 day	Mon 4/30/18	Mon 4/30/18		John,Kevin
75	?	Payment of fees prior to issuing building permits - CO 50.05(B)(2)	1 day	Tue 2/13/18	Tue 2/13/18		
76	?	Check Sheets/manuals	116 days	Fri 5/18/18	Fri 10/26/18		
77	?	Policies and Procedures			Fri 9/28/18		John,Matt
78	?	Permit forms			Fri 9/28/18		John,Matt
79	?	Packets to hand out with each permit			Fri 9/28/18		John,Matt
80	?	Engineering standards	65 days	Mon 10/1/18	Fri 12/28/18		Janelle
81	?	Private Construction of Public Infrastructure Process	1 day	Tue 2/13/18	Tue 2/13/18		
82	?	Code language to support PCPI process	1 day	Tue 2/13/18	Tue 2/13/18		Janelle,Kevin
83	?	Ordinance to adopt code language	1 day	Tue 2/13/18	Tue 2/13/18		Janelle,Kevin
84	?	Establish warranty bond amount (10% of construction cost)	1 day	Tue 2/13/18	Tue 2/13/18		Janelle
85	?	Make sure all other forms and fees have been developed	1 day	Tue 2/13/18	Tue 2/13/18		Janelle
86	?	Reimbursement Agreement	46 days	Fri 9/28/18	Fri 11/30/18		Janelle,Kevin
87	?						
88	?	SDC Review	186 days	Mon 4/2/18	Mon 12/17/18		Kevin,Janelle,consultant
89	?	Contract with consultant for review	86 days	Mon 2/12/18	Mon 6/11/18		Janelle
90	?	Water	65 days	Tue 9/4/18	Mon 12/3/18		
91	?	Sewer	65 days	Tue 9/4/18	Mon 12/3/18		



Project: Task List
Date: Thu 9/6/18

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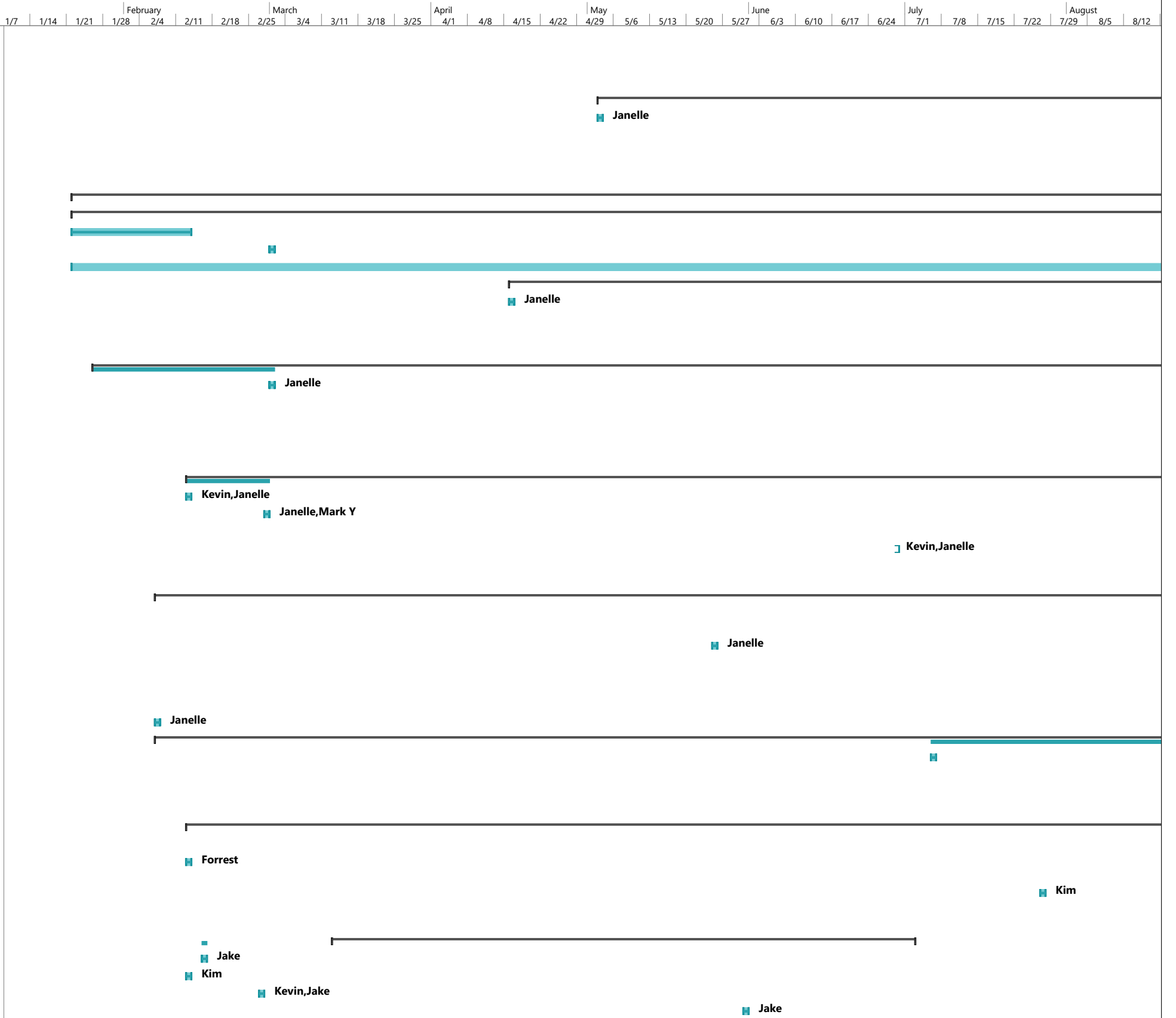
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	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

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	?	Sewer Collection System	152 days	Thu 5/3/18	Fri 11/30/18		
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/fall 2018			Fri 11/30/18		Janelle
192	?						
193	?	Stormwater	245 days	Mon 1/22/18	Fri 12/28/18		
194	?	Stormwater Master Plan	245 days	Mon 1/22/18	Fri 12/28/18		
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	110 days	Mon 4/16/18	Fri 9/14/18		Janelle,Sean
199	✓	Receive quotes	1 day	Mon 4/16/18	Mon 4/16/18		Janelle
200	?	Complete work			Fri 9/14/18		Janelle,Sean
201	?	Crooks Creek vegetation removal - main channel and tribs			Fri 10/19/18		Janelle
202	?	TMDL	241 days	Fri 1/26/18	Fri 12/28/18		
203	✓	Yearly reporting - next due Mar 1, 2018	1 day	Thu 3/1/18	Thu 3/1/18		Janelle
204	?	Update every five years - next due					Janelle
205	?	Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement			Fri 10/19/18		Janelle,Sean
206	?	MS4	229 days	Tue 2/13/18	Fri 12/28/18		
207	✓	Join Oregon ACWA	1 day	Tue 2/13/18	Tue 2/13/18		Kevin,Janelle
208	✓	Submit comments to DEQ	1 day	Wed 2/28/18	Wed 2/28/18		Janelle,Mark Y
209	?	Pursue waiver					
210	?	Have Millersburg storm drain facilities added to Albany GIS			Fri 6/29/18		Kevin,Janelle
211	?						
212	?	Tranportation/Streets	233 days	Wed 2/7/18	Fri 12/28/18		
213	?	Bridge inspections - insure they are on a regular schedule			Fri 12/28/18		Janelle
214	✓	Establish a street maintenance program (crack filling, sealing, overlay, etc.)	1 day	Fri 5/25/18	Fri 5/25/18		Janelle
215	?	Woods Road conceptual design for future development			Fri 12/28/18		Janelle
216	✓	Adopt new road frontage fees	1 day	Wed 2/7/18	Wed 2/7/18		Janelle
217	?	Bollards on Parker and Morningstar	158 days	Wed 2/7/18	Fri 9/14/18		Janelle
218	✓	Receive quotes	1 day	Fri 7/6/18	Fri 7/6/18		
219	?	Complete work			Fri 9/14/18		
220	✓	Street sweeping quotes and bid	1 day	Tue 9/4/18	Tue 9/4/18		Kevin,Janelle
221	?						
222	?	Miscellaneous	144 days	Tue 2/13/18	Fri 8/31/18		
223	?	Master email list			Ongoing		Kim
224	✓	Status of current agricultural land leases - see CO 34.03	1 day	Tue 2/13/18	Tue 2/13/18		Forrest
225	✓	Franchise Agreements - identify agreements and dates	1 day	Fri 7/27/18	Fri 7/27/18		Kim
226	?	Newsletter			Fri 8/31/18		Kim
227	?	Banking services	80 days	Tue 3/13/18	Mon 7/2/18		Jake
228	✓	Office credit card machine	1 day	Fri 2/16/18	Fri 2/16/18		Jake
229	✓	New copy machine	1 day	Tue 2/13/18	Tue 2/13/18		Kim
230	✓	LGPI pool funds	1 day	Tue 2/27/18	Tue 2/27/18		Kevin,Jake
231	✓	After hours callout service	1 day	Thu 5/31/18	Thu 5/31/18		Jake



Project: Task List
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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	Predecessor	Resource Names	Gantt Chart (1/7 to 8/12)																											
232		Post utility rate and SDC info to website once changes are adopted			Fri 12/28/18		Janelle, Kim																												
233																																			
234		HR	124 days	Tue 4/10/18	Fri 9/28/18																														
235		Oregon Savings Growth Plan	1 day	Tue 4/10/18	Tue 4/10/18		Jake																												
236		Annual evaluations			Fri 9/28/18		Kevin, Janelle																												
237		Update employee manual			Fri 9/28/18		Kevin, Forrest																												

Project: Task List
Date: Thu 9/6/18

	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		



citycounty insurance services
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July 27, 2018

City of Millersburg
Attention: Janelle Booth, Assistant City Manager/City Engineer
4222 Old Salem Road NE
Albany, OR 97321

Dear Janelle:

On May 1, 2018, I met with both yourself and Shaun Shearer, as well as Dustin Patton, both from the City of Millersburg Parks Department. The purpose of my visit was to inspect the Millersburg and Acorn Parks for safety and liability issues.

The city-owned Millersburg Park, located at 3030 Alexander Lane NE, was found to be in extremely good condition. The grounds are well maintained, grass cut and watered, trees being pruned and trimmed to lessen the likelihood of branches falling on park patrons, garbage cans clean and being emptied appropriately, picnic tables and shelters being maintained in very good condition, and bathrooms and baseball field in great shape. By the overall condition of the park, it is obvious to me that the employees in the Parks Departments take immense pride in their jobs and doing things the right way.

The city has, and continues to maintain and update, the playground equipment in the park. The type of equipment is modern and meets the standards established by the Consumer Product Safety Commission on Public Playground Equipment and Safety. The equipment, in my opinion, was installed properly and in line with proper guidelines for spacing, sufficient depths of fall protection material, and sufficient distances for safe landing areas. More fall protection could be added under the swings, this is a part of general maintenance, given the heavy usage of this type of equipment. As well, a suggestion was made to use highly visible paint color on the horse shoe pit posts, to provide attention and reduce potential for trip and fall hazards. Finally, the bushes should be maintained and cut back around the park rules sign, to provide sufficient posting to those using the park.

The walking paths were also found in good condition. One point of concern is an area of upheaval in the sidewalk due to tree roots, noted in Exhibit A. The cracks caused in the cement were greater than a ¼" inch, a recommended allowance before needing further attention. Recommendation here, to fill cracks and to mark the sidewalk around the lifted area with a highly visibly paint.

During the park inspection, we also visited Acorn Park, located only by its' parcel number 10S03W21BA04900 (closest Clearwater Drive NE). Again, the playground equipment was found to be very modern and meeting park standards. General maintenance as is related to landscaping, is certainly needed around the playground equipment, to ensure proper and adequate fall protection, note Exhibit B. As well, there were two large holes found within the park grounds, which should be filled right away, to reduce the opportunity for trips and falls to occur. Finally, the metal chain used to block cars from entering in to the park itself, should be tightened up. It was found hanging very loosely. Otherwise, the grounds are well maintained, grass cut and watered, trees being pruned, garbage cans clean and being

MAIN OFFICE • 1212 Court Street NE, Salem, OR 97301 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900
CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

A membership service of:



emptied appropriately and picnic tables being maintained in very good condition

The objective of these recommendations is to reduce injuries caused by trips and falls; as well as impact and impingement injuries due to playground use.

Usually park inspections can take many hours to complete the inspection process due to the numerous problems found by lack of maintenance, old, outdated equipment being used, and many other liability exposures being cited. What a pleasure it was this time, as I thoroughly enjoyed walking thru the Millersburg and Acorn parks and finding things in such terrific condition. It certainly made my job so much easier.

Let me know if you need anything else or if you have any further questions. Thank you for the opportunity to be of service.

Katie Durfee
Risk Management Consultant
City County Insurance Services
P.O. Box 10166
Eugene, Oregon 97440

Direct Dial: 503-763-3853
Toll Free: 1-800-922-2684 x3853
Facsimile: 1-503-763-3900
kdurfee@cisorgegon.org
www.cciservices.com

Exhibit A: Millersburg Park - Root upheaval in sidewalk, southeast of playground.



Exhibit B: Acorn Park – Maintenance needed to remove weeds and grass, to provide proper and adequate fall protection.



City of Millersburg, Oregon

REQUEST FOR STATEMENTS OF
QUALIFICATIONS

CONSULTANT SERVICES
FOR
PARK SYSTEM EVALUATION
PARK SYSTEM MASTER PLAN

SEPTEMBER 14, 2018

City Manager.....Kevin L. Kreitman, EFO

**For more information regarding this Request for Statement of Qualifications,
contact Janelle Booth at (541) 928-4523.**

MILLERSBURG CITY HALL

**CONSULTANT SERVICES STATEMENT
OF QUALIFICATIONS
PARK SYSTEM EVALUATION
PARK SYSTEM MASTER PLAN**

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EXHIBIT 1 - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION	
EXHIBIT 2 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR	
EXHIBIT 3 - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	
EXHIBIT 4 – CERTIFICATION OF INSURANCE REQUIREMENTS	

**REQUEST FOR
STATEMENT OF QUALIFICATIONS (SOQ)**

CONSULTANT SERVICES

PARK SYSTEM EVALUATION

PARK SYSTEM MASTER PLAN

SOQs Due at 2:00 p.m. local time, Friday, October 5, 2018

Notice is hereby given that the City of Millersburg, Oregon, is inviting qualified professional consulting firms with specific expertise in park system facilities evaluation and master planning services to submit their Statement of Qualifications (SOQs) for the evaluation of Millersburg's existing park system and preparation of a long-range plan for park facilities to serve the Millersburg urban growth boundary.

This recruitment of a qualified consulting firm will be a two-step process. Following review of the statements of qualifications, one firm will be selected to develop and present a detailed scope of work for the project. That scope of work will be reviewed and modified as necessary to meet the City of Millersburg's requirements, and will serve as the basis for the negotiation of the fees for services.

The SOQ can be downloaded from the City of Millersburg website at <http://cityofmillersburg.org>, or a printed copy can be obtained at the address below or by contacting the City at (541) 928-4523, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. There is a \$35 charge for printed SOQ documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all Interested Consultants known by the City of Millersburg to have received a complete set of the SOQ Documents will receive email notification when additional items are posted to the website. Please call the City at (541) 928-4523 to be added to the Interested Consultant's list.

SOQs must be received in a sealed envelope, referencing "Statement of Qualifications for Park System Consulting Services" along with the firm's name and address **no later than 2:00 p.m. local time on Friday, October 5, 2018**, addressed to the City of Millersburg, attention Janelle Booth, Assistant City Manager/Engineer, 4222 Old Salem Road NE, Albany, OR 97321. Faxed or electronic (email) submittals will not be accepted. SOQs received after the closing date and time will not be opened or reviewed.

The City may reject any SOQ not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and the City may reject any or all SOQs in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 14th DAY OF SEPTEMBER 2018.

Kevin Kreitman, EFO
City Manager

CONSULTANT'S SUBMITTAL CHECKLIST

Statements of Qualifications (SOQs) must be submitted by the time designated in the Request for Statements of Qualifications at Millersburg City Hall and marked received with time and date by City staff. Any SOQs submitted after the designated closing time or delivered to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Consultant to deliver the SOQ by the indicated deadline to the designated location.

If the Consultant submits an SOQ via a delivery service (Fedex, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging, and the outside of the delivery service envelope must be clearly marked that a sealed Statement of Qualifications is enclosed.

Consultants must **submit five (5) copies** of their Statement of Qualifications. In addition to the hard copy (printed paper) version, Consultant shall provide an electronic version of their Statement of Qualifications on a USB drive in non-editable, Adobe PDF format.

All SOQs must be received with the following required submittals to be considered:

- SOQ Submittal
- Non-Collusion and Conflict of Interest Certification (Exhibit 1)
- Certification Statement for Corporations or Independent Contractors (Exhibit 2)
- Consultant Representatives and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit 3)
- Certification of Insurance Requirement (Exhibit 4)
- Signed Addenda (if applicable)

SECTION 1 – INTRODUCTION & SCOPE OF WORK

This request for Statements of Qualifications (SOQs) is issued under the provisions of the Oregon Administrative Rules 137-048-0210. All Consultants are charged with presumptive knowledge of the cited authorities. Submission of a valid SOQ by any Consultant shall constitute admission of such knowledge on the part of such Consultant.

The Consultant must adhere to these requirements and conditions for this Contract, any subcontracts, and any related contracts resulting from this Contract.

1.1 INTRODUCTION

The City of Millersburg (City), Oregon, is requesting Statements of Qualifications from consulting firms (Consultants) with specific expertise in park system facilities evaluation and master planning services. The City intends to select and retain one Consultant to provide professional services related to the Millersburg park system. The City intends to enter into an agreement for these services.

The successful Consultant will be selected based on their qualifications as specified herein. Fee information will not be considered during the selection process. The successful Consultant will be asked to prepare and submit a proposed scope of work and schedule for the project, and that proposal will be the basis for fee negotiations. The resulting agreement shall be utilized on an as-needed or as-required basis; therefore, the City does not guarantee the successful Consultant an agreement value of any amount for services rendered under this contract. The City reserves the right to initiate additional procurement action for any portion of the prescribed services.

1.2 SCOPE OF WORK

Millersburg is a rapidly growing city with a current population of 1,835. Approximately half of the 4.52 square miles within the urban growth boundary is zoned commercial or industrial and the other half is zoned residential.

In general, the anticipated scope of work to create a Millersburg Park Master Plan includes completing an existing condition assessment and future needs evaluation of Millersburg's park facilities, preparation of a detailed existing and future park system map, and development of a master plan and associated capital improvement program for buildout of the park system to serve the Millersburg urban growth boundary. Once selected on the basis of the Statements of Qualifications, the successful Consultant will prepare a detailed scope of work and fee proposal for review and modification as necessary by the City of Millersburg.

The following is a preliminary list of key elements of the scope of work that may be modified and expanded upon during contract negotiations with the selected consultant.

1. Evaluate Millersburg Strategic Plan goals as they relate to park and recreation facilities.
2. Meet with Millersburg Parks Committee and review their survey and summary results. Evaluate level of service desired by citizens.
3. Meet with park maintenance staff and review adequacy of staffing and equipment today and to support additional growth.
4. Complete an inventory, condition assessment, and needs analysis of the existing park system including parks, open space, facilities and amenities, trails, and bike paths. Identify and map current and unmet needs.
5. Identify and map future needs and opportunities including new land, new park amenities, trails, and bike paths.
6. Identify staffing, maintenance equipment, and funding needs and strategies.
7. Develop a capital improvement program that includes projects to meet existing and future needs for parks and amenities. Include project costs, suggested funding and a prioritization of needs.

8. Assist with development and update of city's Park SDC.
9. Recommend partnerships to assist with funding and/or construction of facilities and amenities. Identify grants and other funding the City is eligible for.
10. Prepare a draft and final document.
11. Provide an opportunity for the Parks Committee to evaluate the draft plan, conduct an Open House and a Council briefing. Suggest other reasonable outreach approaches to get community feedback.

1.3 WORK PERFORMED BY CITY AND OTHERS

Any specific duties the City will perform for the projects shall be identified. The City will make available to the Consultant any and all relevant project documents as requested. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

1.4 DELIVERABLES

All deliverables resulting from any subsequent agreement for services will become the property of the City. As such, the Consultant and any subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Millersburg.

1.5 INDEPENDENT CONSULTANT

The Consultant shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this Request for SOQs. The Consultant shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Millersburg and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Millersburg provides to its employees.

1.6 KEY PERSONNEL/PROPOSED PROJECT TEAM

It is the City's expectation that the Consultant's personnel and team identified in the Statement of Qualifications shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City of Millersburg City Manager’s office has issued this Request for Statements of Qualifications document. All process questions, technical project-related questions, and protests shall be directed in writing to:

Janelle Booth, at jbooth@cityofmillersburg.org

no later than Friday, September 28, 2018, by 1:00 p.m. All questions and answers will be provided to all Consultants who are on the Interested Consultant list. Oral statements or instructions made by staff, officials, or consultants shall not constitute an amendment to this SOQs. Any such amendment will be in the form of an Addendum and shall be issued to all registered parties as stated below. The last date for any Addenda issued shall be Tuesday, October 2, 2018.

Each Consultant shall provide **five (5) total copies** of their SOQ with one copy marked “ORIGINAL,” and a PDF version on a USB drive. SOQs must be received in a sealed envelope by the City of Millersburg at City Hall not later than **2:00 p.m. local time on Friday, October 5, 2018**. The outside of the sealed envelope should reference “Statement of Qualifications for Park System Consulting Services” along with the firm’s name and address. The submittal address is:

City of Millersburg
Attn: Janelle Booth, Assistant City Manager/Engineer
4222 Old Salem Road NE
Albany, OR 97321

Faxed or electronic (email) submittals will not be accepted. SOQs received after the closing date and time will not be opened or reviewed. Consultants submitting SOQs are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery prior to the deadline.

2.2 STATEMENT OF QUALIFICATIONS SCHEDULE

The City anticipates the following general timeline for receiving and evaluating the SOQs, selecting a Consultant, and completing contract negotiations. The timeline listed below may be changed if it is in the City’s best interest to do so.

Request for SOQ Issued	Friday, September 14, 2018
Questions or Solicitation Protests Due	Friday, September 28, 2018, 1:00 p.m.
Last Date for Addenda Issued	Tuesday, October 2, 2018
SOQ Submittal deadline	Friday, October 5, 2018, 2:00 p.m.
Evaluate SOQs, Interviews, and Select Consultant	October 8– October 12, 2018
Notice of Intent to Award.....	Monday, October 15, 2018
Protest Period	October 16, 2018–October 19, 2018, 2:00 p.m.
Begin Contract Negotiations	October 22, 2018
Council Award	November 13, 2018

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Millersburg reserves the right to make changes to the Request for SOQs by written addendum, which shall be issued to all interested Consultants known to the City of Millersburg to have received the SOQ Documents.

A prospective Consultant may request a change in the SOQ by submitting a written request as set forth above in **Section 2.1 Issuing Office and Submittal Locations**. The request must specify the provision of the SOQ in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Millersburg no later than the date set in the SOQ schedule above.

The City of Millersburg will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the City Manager's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the SOQs. Oral instructions or information concerning the scope of work of the project given out by City of Millersburg managers, employees, or agents to the prospective Consultants shall not bind the City of Millersburg.

- A. All addenda, clarification, and interpretations will be delivered to interested Consultants known by the City of Millersburg to have received a complete set of the Request for SOQs documents.
- B. No addenda will be issued later than the date set in the SOQs Schedule, except an addendum, if necessary, postponing the date for receipt of SOQs, withdrawing the invitation, modifying elements of the request resulting from a delayed process, or requesting additional information, clarification.
- C. Prior to submitting their SOQs, each Consultant shall ascertain they have received all Addenda issued and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the SOQ submittal.

2.4 PROTEST PROCESS

Solicitation Protest. A protest of any provision in this SOQ must be made in writing and directed to the City Manager at the address listed in the SOQ and shall be received no later than the date listed in the SOQ's Schedule. Any protest must address the requirement, provision, or feature of this Request for SOQs or its attachments, that the potential Consultant believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, or telephone protests or requests will be accepted.

Protest of Intent to Award. A Consultant may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Consultant must be adversely affected because the Consultant would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the higher-ranked SOQs are non-responsive; (3) The City has failed to conduct the evaluation of the SOQs in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's submittal as non-responsive; (5) The City's evaluation of the SOQs or the subsequent determination of award is otherwise in violation of OAR 137-048-0210.

The Consultant must deliver the written protest to the City Manager within the timeline identified in the SOQ schedule. A Consultant's written protest shall specify the grounds for protest. The City shall not consider a Consultant's contract award protest submitted after the above timeline.

2.5 COMPETITION

Consultants are encouraged to comment, either with their submittal or at any other time, in writing, on any specification or requirement within this Request for SOQs which the respondent believes will inordinately limit competition.

2.6 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Consultants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the SOQs for which Consultant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the SOQs the Consultant requests exception from disclosure. Consultant shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Millersburg as a result of this SOQ. Consultant shall not mark the whole SOQ document "confidential."

If SOQs contains any information that is considered a trade secret under ORS 192.501(2), Consultants must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of City documents or any portion of a City document submitted as part of a SOQ may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the SOQs, material designated as confidential shall accompany the SOQs, but shall be readily separable from it. Prices, makes, model, or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any SOQs marked as a trade secret in its entirety will be considered non-responsive.

2.7 CANCELLATION

The City of Millersburg reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Millersburg's best interest, OAR 137-048-0250. In no event shall the City of Millersburg have any liability for the cancellation of award.

2.8 LATE SOQS

All SOQs that are not received by the deadline stated in the Request for SOQs Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Millersburg's internal distribution systems, do not excuse the Consultant's responsibility for submitting the SOQ to the correct location by the stated deadline.

2.9 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Request for SOQs, the Consultant certifies that:

- A. The Consultant and each person signing on behalf of any Consultant certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Millersburg, has a direct or indirect financial interest in the SOQs, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Consultant's response to this solicitation.
- B. The Consultant has examined all parts of the Request for SOQs, including all requirements and contract terms and conditions thereof, and, if its SOQs is accepted, the Consultant shall accept the

contract documents thereto unless substantive changes are made in same without the approval of the Consultant.

- C. The Consultant, if an individual, is of lawful age, is the only one interested in this SOQ, and that no person, firm, or corporation, other than that named, has any interest in the SOQ, or in the proposed contract.
- D. The Consultant has demonstrated quality experience providing the required professional services.

2.10 CONSULTANT REQUESTS INTERPRETATION OF SOQ DOCUMENTS

- A. Consultants shall promptly notify the City of Millersburg of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for SOQs documents.
- B. Consultants requiring clarification or interpretation of the Request for SOQs documents shall make a written request for same to the City Manager at the submittal address located in Section 2.1.
- C. The City of Millersburg shall make interpretations, corrections, or changes of the Request for SOQs documents in writing by published Addenda. Interpretations, corrections, or changes of the Request for SOQs documents made in any other manner will not be binding, and Consultants shall not rely upon such interpretations, corrections, and changes.
- D. Should any doubt or difference of opinion arise between the City of Millersburg and a Consultant as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Millersburg shall be final and binding upon all parties.

2.11 CONSULTANT REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Millersburg's services, programs, or personnel, or any other information shall be submitted in writing directly to the City Manager at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Consultants of record on the date that answers are available.

2.12 COST OF SOQS AND ASSOCIATED RESPONSES

This SOQs does not commit the City of Millersburg to paying any costs incurred by any Consultant in the submission or presentation of SOQs, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Consultants shall not include any such expenses as part of their SOQs.

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

- A. The City of Millersburg reserves the right to obtain clarification of any point in SOQs or to obtain additional information necessary to properly evaluate a particular SOQ. Failure of a Consultant to respond to such a request for additional information or clarification could result in a finding that the Consultant is non-responsive and consequent rejection of their SOQs.
- B. The City of Millersburg may obtain information from any legal source for clarification of any SOQs or for information on any Consultant. The City of Millersburg need not inform the Consultant of any intent to perform additional research in this respect or of any information thereby received.
- C. The City of Millersburg may perform, at its sole option, investigations of the responsible Consultant. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Millersburg, become part of the public records and may be disclosed accordingly.
- D. The City reserves the right to investigate references including customers other than those listed in the Consultant's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and

contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.

- E. The City of Millersburg reserves the right to request revisions of SOQs after the submission of SOQs and before award.
- F. The City of Millersburg reserves the right to negotiate revisions to the final contract, as well as price, with the successful Consultant.
- G. To the maximum extent allowed by law, the City may waive SOQs irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.14 REJECTION OF SOQs

The City of Millersburg reserves the right to reject any or all SOQs received as a result of this request. A Consultant's SOQs may be rejected for one or more of the following reasons, including but not limited to:

- A. Failure of the Consultant to adhere to one or more of the provisions established in this Request for SOQs.
- B. Failure of the Consultant to submit SOQs in the format specified herein.
- C. Failure of the Consultant to submit SOQs within the time requirements established herein.
- D. Failure of the Consultant to adhere to ethical and professional standards before, during, or following the SOQs process.

The City of Millersburg may reject any SOQs not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all SOQs upon a finding of the City of Millersburg that it is in the public interest to do so.

2.15 MODIFICATION OR WITHDRAWAL OF SOQ BY CONSULTANT

- A. A SOQs may not be modified, withdrawn, or canceled by the Consultant for 60 (sixty) calendar days following the time and date designated for the receipt of SOQs.
- B. SOQs submitted early may be modified or withdrawn only by notice to the City of Millersburg City Manager, at the SOQs submittal location, prior to the time designated for receipt of SOQs. Such notice shall be in writing over the signature of the Consultant. All such communications shall be so worded as not to reveal the amount of the original SOQs or any other material contents of the original SOQs.
- C. Withdrawn SOQs may be resubmitted up to the time designated for the receipt of SOQs provided that they are then fully in conformance with these Instructions to Consultants.

2.16 SOQ OWNERSHIP

- A. All SOQs submitted become and remain the property of the City of Millersburg and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
- B. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Millersburg shall make available to any person requesting information through the City of Millersburg's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Consultant to do so after the Notice of Intent to award has been released.

2.17 DURATION OF SOQs

SOQs' prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful SOQs shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of SOQs will not be considered.

2.18 AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting SOQs, the Consultant agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, **as amended**; Vietnam Era Veterans' Readjustment Assistance Act of 1974; **Americans with Disabilities Act**; Age Discrimination in Employment Act of 1967 (ADEA); **and** Oregon Revised Statutes (ORS). By submitting a SOQs, the Consultant specifically certifies, under penalty of perjury, that the Consultant has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

If the contract is awarded on the basis of the consultant's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE) and Emerging Small Business (ESB) certifications (collectively known as MWESBs), the consultant must remain certified during the entire term of the contract. Consultants must include a similar provision in any subcontracts for the project.

2.19 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

Millersburg encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Consultants may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

2.20 INTENT TO AWARD

All responsive and evaluated respondents to this Request for SOQs will be notified of the Selection Committee's recommendation and the City's intent to award an agreement. The notice of intent to award an agreement will be directed to the person who has signed the SOQs on behalf of the Consultant.

2.21 NOTICE TO PROCEED

Work under any subsequent Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Contract. The Notice to Proceed will state the date work under the Agreement shall begin.

2.22 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents.

The City's Contract Representative/Administrator will be Janelle Booth, Assistant City Manager/Engineer, or her designee.

2.23 NOTICES, INVOICES, AND PAYMENTS

All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY OF MILLERSBURG: 4222 Old Salem Road NE
Albany, Oregon 97321

CONSULTANT: (Address), (City, State, Zip)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this section.

2.24 DEFINITIONS (AS USED IN THIS STATEMENT OF QUALIFICATIONS DOCUMENT, EXCEPT WHERE THE CONTEXT OTHERWISE CLEARLY REQUIRES)

- CITY, OWNER means the City of Millersburg, Oregon.
- CITY'S REPRESENTATIVE, CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this Contract and monitor compliance hereunder.
- CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for SOQs, Professional Services Contract, Scope of Services, Special Provisions, Non-Collusion and Conflict of Interest Certification, Corporation or Independent Contractor Status, Exhibits 3 and 4, and SOQs Response, and other attachments, exhibits, or addendums applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.
- CONTRACTOR, CONSULTANT, RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.
- OAR means Oregon Administrative Rules
- ORS means Oregon Revised Statutes
- RESPONSIBLE CONSULTANT means a Person that has submitted a proposal and meets the standards set forth in the designated OAR and has not been debarred or disqualified by the Contracting Agency.
- RESPONSIVE SOQs means SOQs that substantially comply in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.
- STATEMENT OF TIME means a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this SOQ document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

SECTION 3 – SELECTION PROCESS AND SOQ REQUIREMENTS

3.1 SELECTION PROCESS

A committee will be appointed to evaluate the submittals received, using the evaluation criteria indicated in Section 4.

Each SOQs will be judged on its completeness and quality of its content (refer to **Section 4 Evaluation Criteria**, which provides the evaluation criteria and the evaluation scoring). SOQs must demonstrate the firm has the necessary experience and professional qualifications to complete the projects with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City.

The City reserves the right to reject any or all SOQs and is not liable for any costs the Consultant incurs while preparing or presenting the SOQs. All SOQs will become part of the public file, without obligation to the City.

It is the intent of the City to enter into a contract with the most qualified firm. Upon completion of the evaluations, a detailed scope of work and schedule of fees will be negotiated with the consulting firm determined by the City to be most qualified to perform consulting services under the agreement.

3.2 SOQ SUBMITTAL INSTRUCTIONS

Interested Consultants are to submit five (5) complete copies of their SOQs by **2:00 p.m. local time on Friday, October 5, 2018**. Each submitted Statement of Qualifications should be limited to a maximum of ten (10) numbered pages, not counting the cover page or resumes. The SOQs should be prepared succinctly, providing a straight forward, concise description of the Consultant's ability to meet the requirements of the Request for SOQs. There should be no unnecessary attachments or exhibits.

City reserves the right to reject SOQs that are deemed illegible or too difficult to read. The minimum font size allowed is an 11-point font. Pages left blank shall not be included in the page count. Firms submitting more than the specified number of pages or using a font smaller than eleven points may be considered non-responsive.

3.3 CONSULTANT REPRESENTATIONS

The Consultant further agrees to the following:

- A. To examine the anticipated scope of services and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and bonds, if required.
- C. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes.

3.4 JOINT PARTNERSHIPS OR JOINT VENTURES

If Consultant is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the SOQs and any contracts on behalf of both itself and the Consultant submitting the SOQs, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the SOQs setting forth the business and service delivery agreements between the parties.

3.5 STATEMENT OF QUALIFICATIONS' REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Consultant to mislead the City, may disqualify the Consultant. Each Consultant shall meet the

requirements described in Section 4.4 and demonstrate their experience, qualifications, and commitment to providing the anticipated scope of services.

3.6 ADDITIONAL ATTACHMENTS TO SOQ SUBMITTAL

The following shall be included with the SOQ Response:

- A. Non-Collusion and Conflict of Interest Certification (Exhibit 1) – Sign and submit with SOQs.
- B. Certification Statement for Corporations or Independent Contractors (Exhibit 2) - Complete and submit with SOQs.
- C. Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit 3) - Complete and submit with SOQs.
- D. Certification of Insurance Requirements (Exhibit 4) – Sign and submit with SOQs.
- E. Addenda - All addenda of this Request for SOQs should be submitted as part of the SOQs' response. Receipt of each addendum shall be acknowledged by the Consultant by signing in the appropriate designated location. Each Consultant should ascertain, prior to submitting a SOQs, that the Consultant has received all addenda issued by the City of Millersburg.

SECTION 4 – EVALUATION CRITERIA

4.1 SOQ EVALUATION PROCESS

The Selection Review Committee will be comprised of at least three (3) members. The Selection Review Committee will evaluate each SOQ based on compliance with this Request for Statements of Qualifications. In order to select a Consultant to provide Professional Consulting Services for park system facilities evaluation and master planning, each response will be evaluated on the Consultant’s background, qualifications, and understanding of the services requested, and the staffing proposed.

Each SOQ will be judged on its completeness and quality of its content. Each evaluator shall independently assign a score to each evaluation criterion based on the written SOQs. The evaluators shall meet and share their key findings from the SOQs. Each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. If additional information is deemed necessary as part of the evaluations, such information will be solicited to complete the evaluation process. The Selection Review Committee may request clarification related to the SOQ response. The City of Millersburg reserves the right to request an in-person interview and/or presentation from one or more of the Consultants submitting Statements of Qualifications. The City of Millersburg is not obligated to interview or meet with all respondents.

4.2 PRICE AGREEMENT NEGOTIATIONS

The City will attempt to negotiate a detailed scope of work and final price agreement with the highest scoring Consultant. However, the City may, in its sole discretion, terminate negotiations and reject the SOQs if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Consultant. The negotiation process may continue in this manner through successive Consultants until an agreement is reached or the City terminates the Consultant contracting process, ORS 279C.110.

4.3 EVALUATION CRITERIA

Consultants are requested to submit the contents of the SOQs in a format compatible with the criteria as listed below. All scores for each Consultant shall be added together to arrive at a final score for each Consultant. SOQs will then be ranked in descending order by the total Consultant score. Selection will be made using the criteria indicated and an agreement will be negotiated. Once selected, the Consultant must be prepared to immediately begin development of detailed proposed scope of work and price proposal for consideration by the City of Millersburg. Final determination of the selected Consultant is contingent on agreement between the City and the Consultant on the negotiated scope of work and fee for services.

Evaluation factors and the maximum points to be awarded will be as follows:

A.	Introductory Letter	0
B.	Project Team Qualifications	25
C.	Project Understanding and Delivering the Scope of Work	25
D.	Project Experience with Similar Projects	25
E.	Project Management and Project Approach	15
F.	References	10
TOTAL POINTS AVAILABLE		100

4.4 STATEMENT OF QUALIFICATIONS CONTENT

In responding to this Request for Statements of Qualifications, Consultants shall include, at a minimum, the following:

A. Introductory Letter – 1 single-sided page (0 points)

Consultant shall include an Introductory Letter indicating an expression of interest in the project, the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the sample agreement provided as Attachment A. The Introductory Letter shall also list a responsible person and phone number for contact during the SOQs review and evaluation period, and also name the person(s) authorized to represent the Consultant in any negotiations and the name of the person(s) authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Consultant.

B. Project Team Qualifications (25 points)

Provide a general description of the Consultant's firm, including company organizational structure, size of company, and recent experience in comparable projects. Also include identification of those key individuals who will be involved in the contemplated projects and their qualifications, backgrounds, experience, and specific responsibilities. The team shall also include and clearly identify the use and specific tasks to be performed by any subconsultants.

Information to be provided includes:

- Firm's organizational structure.
- Project Manager's experience with similar projects and interdisciplinary teams.
- Key personnel - Provide resumes, role of each above design team member, their responsibilities, and relevant experience on similar type projects.
- Staffing availability to perform the work for the duration of the contract.
- List work subcontracted to other firms - identify firm and experience with the firm.

It is the City's expectation that the project team presented in the SOQs shall be the team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

C. Project Understanding and Delivering the Scope of Work (25 points)

A narrative statement detailing the Consultant's understanding of the requirements of the City and the capability to perform all or most aspects of the projects and tasks to be performed as briefly described in Section 1.2, Scope of Work.

This evaluation component will allow the City to assess the Consultant's understanding of the professional services that are requested and familiarity with the type of assessment and analysis required for the project. In that regard, does Consultant present a clear and concise understanding of the overall projects identified and the City's objectives based on the available information? Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific tasks the Consultant believes are important for prudent management and sequencing of the tasks required for a successful project.

D. Project Experience with Similar Projects (25 points)

Consultant should demonstrate completion of previous work that provides examples of relevant project experience by the proposed project team. Consultant should be prepared to demonstrate successful completion of related or similar projects. The listing and response for this item should address the following:

Experience of the firm on comparable projects:

- Experience of key members of project team on similar projects;
- List date, description, and location of comparable project; and
- Experience of subconsultants on similar projects.

E. Project Management and Project Approach (15 points)

Consultant must show demonstrated capability to meet schedules/deadlines without delays, cost escalations or overruns, and claims; quality control procedures; project management approach; availability to proceed with work; and experience working with committees and citizen groups.

F. References (10 points)

The listing and response for this item should include at least four references of previous clients for recent projects (within the past five (5) years) comparable to the proposed work effort. List contact person, brief project description(s), address, telephone, and email address.

Per ORS 279C.110, please do not submit a rate schedule or include pricing information as part of the Statement of Qualifications.

SECTION 5 - CONTRACT REQUIREMENTS

5.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the negotiated scope of work along with the negotiated fee proposal. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the City's Sample Professional Services Retainer Agreement (Attachment A).

In addition, the Consultant should indicate there is no conflict of interest or collusion on the part of the Consultant's submission of a Statement of Qualifications for the services being solicited under this Request for SOQs, see **Exhibit 1, Non-Collusion and Conflict of Interest Certification**. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Consultant hereby agrees to accept the contract terms of the attached Sample Agreement. Otherwise, exceptions to the contract must be submitted by the Consultant with their SOQs' response and included in the Introductory Letter.

5.2 INSURANCE CERTIFICATES

The successful Consultant must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Consultant is exempt from Workers' Compensation, Consultant should indicate they are exempt from workers' compensation within the Introductory Letter of the Statement of Qualifications.

As listed in the Agreement (Attachment A), the successful Consultant must also submit Certificates of Insurance addressing general liability insurance, automobile and collision insurance, and professional liability insurance. An overview of the Insurance Requirements is defined in Exhibit 4. Consultant shall submit Exhibit 4 to acknowledge and accept the insurance requirements noted therein.

The Consultant shall demonstrate willingness and ability to provide a Certificate of Insurance that reflects the Insurance Requirements within approximately ten (10) days of the Notice of Contract Award.



ATTACHMENT A - SAMPLE MILLERBURG PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is entered into between _____ ("Contractor"), and the **City of Millersburg**, Linn County, State of Oregon ("City").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice the City's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services:

3. Consideration. The City agrees to pay Contractor, from available and authorized funds, a sum **not to exceed \$**_____, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit A**.

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates established by the Internal Revenue Service in effect that the time. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, and C.

6. Contractor Data.

Address:

Contractor Contract Administrator:

Phone No.:

Email:

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the City's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate City official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between City and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Linn County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify City prior to using products containing hazardous chemicals to which City employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon City's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents or employees. The Contractor agrees to indemnify, hold harmless and defend the City and its elected officials, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the City reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of City for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to City employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, City or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to

a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.

- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the City at: City of Millersburg, 4222 NE Old Salem Road, Albany, OR 97321, or info@cityofmillersburg.org, or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of City. City and Contractor intend that such Work Product be deemed "work made for hire" of which City shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to City that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the City. In addition to any provisions the City may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. City's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the City

for convenience upon thirty (30) days' written notice to the Contractor; (B) City may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by City, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or City is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by City for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the City, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the City (or from applicable federal, state, or other sources) to permit the City in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, City may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the City, less previous amounts paid and any claim(s) which the City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to City on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research, objects or other tangible things needed to complete the Work.

22. NO THIRD PARTY BENEFICIARIES. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those

agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 25. FORCE MAJEURE.** Neither City nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Authorized Signature Date

City of Millersburg Date

Name / Title (Printed)

Title

Oregon Business Registry #

Approved as to Form:

Entity Type / State of Formation

City Attorney Date

EXHIBIT A
PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by City of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by City Not required by City

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by City Not required by City

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by City Not required by City

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City at the following address: City of Millersburg, 4222 NE Old Salem Road, Albany OR 07321 or info@cityofmillersburg.org.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the City to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the City; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT 1 - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Qualifications, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Respondent is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

Certifications

Non-Collusion The undersigned Respondent hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Respondent has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Respondent’s submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or consultants associated with this Project. Furthermore, Respondent must disclose any current or past relationship as a City of Millersburg employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (check box that applies): Yes No

Reciprocal Preference Law – Residency (check applicable box): Resident Consultant Non-Resident Consultant

Signature Block

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Respondent’s Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number/Social Security Number

Facsimile Number

Email Address

Signature

Date

EXHIBIT 2 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

- Corporation Limited Liability Company Partnership Nonprofit Corporation
authorized to do business in
the State of Oregon

Signature: _____

Title: _____ Date: _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Signature: _____

Title: _____ Date: _____

**EXHIBIT 3 - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Failure of the Respondent to complete and sign this form may result in the rejection of the submitted offer. The Respondent will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The Respondent certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or Responses by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Respondent is unable to attest to any of the statements in this certification, Respondent shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Respondent from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(Notarization is not required.)

Signature: _____ Date: _____

Print Name and Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT 4 – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Response submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
 Required By City Not Required By City (Needs Finance Insurance Review and Approval).

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
 Required By City Not Required By City (Needs Finance Insurance Review and Approval.)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence.
 If this box is checked, the limits shall be \$5,000,000 per occurrence.
 Required By City Not Required By City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss.

Contractor shall furnish a current Certificate of Insurance to the City. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

Certificate holder should be: City of Millersburg, 4222 Old Salem Road NE, Albany, OR 97321. Certificates of Insurance can be emailed to the City of Millersburg, attention Kim Wollenburg, at kwollenburg@cityofmillersburg.org.

Contractor's Acceptance:

Completed at City by: _____



Jacobs
33110 Tennessee Rd.
Lebanon, OR 97355
Tel 541-451-1117
Fax 541-451-1129

To: Millersburg City Council
Date: 8/13/18
Re: **Quarterly Update on Distribution DRC Activities**

Dear City Council;

This first quarter of 2018, **there were no compliance issues or violations.**

From April to June of 2018 I have performed the below listed activities.

- Confirmed all coliform samples were reported to the state drinking water data system.
- Monitored the work order activities performed by the City of Albany.
- Updated some of the compliance binders.

Please let me know if I can be of further assistance or if you have any questions. My cell number is 503-313-5808.

Sincerely;

Jeff Houchin
Project Manager II
Jacobs



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: September 6, for the September 11, 2018 City Council Meeting
SUBJECT: Home Occupation Conditional Use Permit Requirement Stay

Action Requested: Council consideration of a stay on the requirement to obtain a conditional use permit for home occupations, in accordance with the guidelines in the attached memo.

Discussion: As a part of the update of the City's Land Use Development Code, the Planning Commission is considering changes to requirements for home occupations. Currently under our Code, all home occupations require a conditional use permit. This would include someone teaching piano or an individual who telecommutes from home.


We ask that Council provide feedback on a stay in some circumstances as identified in the attached memo from our Planning Director.

Budget Impact: Minimal.

Attachments:
Memo from John Morgan

MEMORANDUM

DATE: September 5, 2018
TO: Kevin Kreitman, City of Millersburg
FROM: John N. Morgan, Planning Director
SUBJECT: Stay on Home Occupation Applications



You asked me about the City taking a “stay” on home occupation conditional use requirements until the new Code is adopted around the first of next year. The intent is to allow new home occupations to be established, and existing ones to be perpetuated even if they were not originally established legally, without going through a conditional use process or facing enforcement proceedings.

The general sense about this is a home occupation having essentially no impact on the surrounding area should not require a conditional use process with its attendant time, costs, and uncertainty, and without the Planning Commission taking time to consider them. This philosophy is reflected in the new Code draft the Planning Commission will be considering in October.

I have gone all through the City’s Code pulling together everything on home occupations. I’ve also reviewed the statutes.

While the Millersburg Code is clear that all home occupations require a conditional use permit, what is discretionary is enforcement. As a matter of policy, the City can choose to not enforce any “violations” of these Code provisions, especially given the likely change in the Code, and the fact some reasonable constraints can be placed on what will not trigger enforcement.

I believe it is reasonable to adopt a policy stating home occupations which are established without going through a conditional use permit process will not be subject to enforcement until such time as the Millersburg Development Code update is adopted. At that time if the existing Code requirements are kept, enforcement can take place. If the Code changes, likely these cases will become moot.

I suggest that policy establish guidelines for the circumstances when enforcement will not take place. These may include the following, but you may wish to refine this list as well:

- The use complies with all provisions of Millersburg Development Code Section 6.120 – Home Occupation Standards.

- The home occupation is not open to customers for retail sales.
- The use has no more than two business related visitors per hour, as one would expect for a piano teacher.
- The use generates no truck traffic except for local delivery trucks such as UPS and FedEx.

I believe these standards to be both reasonable and defensible. I'll be happy to discuss this with you if you wish.



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: September 4, for the September 11, 2018 City Council Meeting
SUBJECT: Public Meetings Compliance

Action Requested: Consideration of the attached Resolution outlining Council member attendance at public functions, trainings, seminars, workshops, or similar activities.

Discussion: In light of the upcoming Millersburg Celebration, we asked the City Attorney to check with the State Ethics Commission regarding the need to properly notice Council participation in the Celebration and similar events.

The City Attorney will provide additional information regarding the documents for Council consideration.

Budget Impact: None

Recommendation: Adoption of the attached Resolution and associated attachments.

Attachments:
Resolution and associated forms

RESOLUTION NO. 2018-19

A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING A POLICY REGARDING COUNCILORS COMPLIANCE WITH PUBLIC MEETING LAWS WHILE ATTENDING PUBLIC FUNCTIONS, TRAININGS, SEMINARS, WORKSHOPS, OR SIMILAR ACTIVITY

WHEREAS, the City desires to provide a policy for Councilors compliance with public meeting laws while attending public functions, trainings, seminars, workshops, or similar activity; and,

WHEREAS, the City recognizes that a duty of a City Councilor is to attend public functions, trainings, seminars, and workshops;

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

A component of a City Councilor's duty is to attend public functions, trainings, seminars, and workshops. The City Council desires to strictly comply with all laws and regulations concerning open meetings in Oregon. Unless properly noticed, the Councilors will not discuss any City business when three or more Councilors are together at any public function, training, seminar, workshop, or similar activity.

FURTHERMORE, During a public council meeting, this policy shall be reviewed annually by the Council with assistance from the City Attorney. Using attached "Exhibit A", each attending Councilor will then acknowledge, by their signature, that this policy was reviewed with that Councilor and that they will fully comply with this policy. If a Council member is absent from the aforementioned public council meeting for annual review of the policy, it shall be the responsibility of the City Attorney to independently review the policy with the absent Council member and certify and file, using attached "Exhibit B," such review with the City Recorder.

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

Duly passed by the City Council this 11th day of September, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

EXHIBIT A

ACKNOWLEDGMENT OF PERFORMANCE OF ANNUAL REVIEW AND AGREEMENT TO COMPLY WITH MILLERSBURG CITY COUNCIL RESOLUTION #2018-20, TITLED "POLICY REGARDING COUNCILORS COMPLIANCE WITH PUBLIC MEETING LAWS WHILE ATTENDING PUBLIC FUNCTIONS, TRAININGS, SEMINARS, WORKSHOPS, OR SIMILAR ACTIVITY"

By signing my signature below, I acknowledge attendance at a City Council Meeting held on _____, 20___. During the aforementioned meeting, Millersburg City Council Resolution #2018-19, titled "**POLICY REGARDING COUNCILORS COMPLIANCE WITH PUBLIC MEETING LAWS WHILE ATTENDING PUBLIC FUNCTIONS, TRAININGS, SEMINARS, WORKSHOPS, OR SIMILAR ACTIVITY**" was reviewed with the following Councilor(s) with the assistance of the City Attorney.

I/We agree to fully comply with Millersburg City Council Resolution #2018-19.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Witness: _____
Millersburg City Attorney

Date

EXHIBIT B

ACKNOWLEDGMENT OF PERFORMANCE OF ANNUAL REVIEW AND AGREEMENT TO COMPLY WITH MILLERSBURG CITY COUNCIL RESOLUTION #2018-20, TITLED “POLICY REGARDING COUNCILORS COMPLIANCE WITH PUBLIC MEETING LAWS WHILE ATTENDING PUBLIC FUNCTIONS, TRAININGS, SEMINARS, WORKSHOPS, OR SIMILAR ACTIVITY”

By signing my signature below, I acknowledge reviewing, with the Millersburg City Attorney, on _____, 20____, Millersburg City Council Resolution #2018-19, titled **“POLICY REGARDING COUNCILORS COMPLIANCE WITH PUBLIC MEETING LAWS WHILE ATTENDING PUBLIC FUNCTIONS, TRAININGS, SEMINARS, WORKSHOPS, OR SIMILAR ACTIVITY”**.

I/We agree to fully comply with Millersburg City Council Resolution #2018-19.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Witness: _____
 Millersburg City Attorney

Date



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: September 4, for the September 11, 2018 City Council Meeting
SUBJECT: Adopting, Implementing, and Applying the Oregon Fire Code Permit Program

Action Requested: Adoption of the attached resolution authorizing implementation of the Albany Fire Department, Oregon Fire Code Permit Program, in the City of Millersburg.

Discussion: The Oregon Fire Code allows for fire departments to enact a Fire Code Permit Program. The Albany Fire Department, through action by the City of Albany, has adopted a fire code permit program for fireworks storage, sales, and displays; and additionally for fixed hazardous materials storage tanks for commercial and residential.

Albany Fire Department has inquired if the City of Millersburg wishes to enforce this provision of the Fire Code as has been adopted by the City of Albany and enacted by the Albany Fire Department with the associated permit fees.

Staff recommends Council adoption of the attached Resolution authorizing the enactment of the Fire Code provisions in the City of Millersburg.

Budget Impact: No cost to the City.

Recommendation: Adoption of proposed Resolution 2018-20 Adopting, implementing, and Applying the City of Albany Fire Code Permit Program.

Attachments:

Resolution 2018-20

Flier - Albany Fire Department Fire Code Permit Program

RESOLUTION NO. 2018-20

A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON ADOPTING, IMPLEMENTING, AND APPLYING THE CITY OF ALBANY, OREGON FIRE CODE PERMIT PROGRAM

WHEREAS, the City of Millersburg has contracted with the City of Albany, Oregon to provide fire protection to all areas within the City of Millersburg; and,

WHEREAS, the City of Albany, Oregon provides fire protection to all areas within the City of Millersburg; and,

WHEREAS, the City of Millersburg does not have a Fire Code Permit Program; and,

WHEREAS, the City of Albany, Oregon does have a Fire Code Permit Program; and,

WHEREAS, the City of Millersburg residents, industry, property owners, guests, and others would benefit from implementation of a Fire Code Permit Program in Millersburg;

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

The City of Millersburg adopts, implements, and applies the City of Albany, Oregon Fire Code Permit Program to all areas served by the Albany Fire Department within the City of Millersburg.

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

Duly Passed by the City Council this 11th day of September, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

What is a Fire Code Permit?

- City of Albany authorization to conduct certain operations or to store and/or handle hazardous materials.
- A tool for communicating important information to responding firefighters.
- Your opportunity to become compliant with fire safety requirements.

Fire Code Permit Fees

(Council Resolution 6558, December 7, 2016)

FIREWORKS (PER LOCATION)

Retail Fireworks Stand Permit	\$125
Fireworks Display Permit	\$450

FIXED HAZARDOUS MATERIALS STORAGE TANK (PER TANK)

DECOMMISSIONING/REMOVAL	
0 – 99 gallons	\$0
100 – 9,999 gallons	\$150
10,000 gallons and over	\$300
NEW INSTALLATION/RELOCATION	
0 – 99 gallons	\$0
100 – 9,999 gallons	\$250
10,000 – 49,999 gallons	\$500
50,000 – 99,999 gallons	\$750
100,000 gallons and over	\$1000

What Requires a Fire Code Permit in Albany?

Fire Code permits issued in the City of Albany are a one-time occurrence for:

Fireworks Retail Sales or Displays (Shoots)

What do I need to submit for a Fireworks Fire Code Permit?

- ✓ Completed Office of State Fire Marshal (OSFM) Required Application
- ✓ Payment of Albany Fire Code Permit Fee



Fixed Hazardous Materials Storage Tank (Commercial & Residential) Decommissioning/ Removal & New Installation/Relocation

What do I need to submit for a Fire Code Permit for Fixed Hazardous Materials Storage Tanks?

DECOMMISSIONING/REMOVAL

- Payment of Albany Fire Code Permit Fee

HEATING OIL TANK

- Copy of Site Map
- Payment of Albany Fire Code Permit Fee

UNDERGROUND STORAGE TANK (UST)

- Copy of DEQ 30-day Notice Letter
- DEQ UST Decommissioning Checklist and Site Assessment Report

ABOVEGROUND STORAGE TANK (AST)

- AST Closure/ Removal Checklist

NEW INSTALLATION/RELOCATION

- Payment of Albany Fire Code Permit Fee

UP TO 1,000 GALLONS

- Site Plan showing location of:
 - ✓ Buildings/Structures
 - ✓ Shut-off switches
 - ✓ Tanks (include capacity)
 - ✓ Diking
 - ✓ Fire access roads
 - ✓ Fire hydrants
 - ✓ Distances to buildings and property lines
- Design Plan showing location of:
 - ✓ Piping, valves, fittings
 - ✓ Signage
 - ✓ Design & Construction
 - ✓ Dispensers
- Copies of equipment data sheets

OVER 1,000 GALLONS

- Copy of OSFM-required Application and OSFM-required submittal documents: oregon.gov/osp/SFM/docs/codes/interactiveapp.pdf





Steps to Obtain a Fire Code Permit:

- ✓ Make application with the Office of the State Fire Marshal or DEQ if required.
- ✓ Make application with the City of Albany Fire Department.
- ✓ Provide required activity/hazard information.
- ✓ Pay appropriate City of Albany Fire Code Permit Fee.
- ✓ Comply with all Fire Code requirements .
- ✓ Schedule/receive compliance fire inspection(s).
- ✓ Submit documentation for tank decommissioning.



**Fire Administration Office
Albany City Hall, 2nd Floor
333 Broadalbin Street SW
Albany, OR 97321**

**Phone: 541-917-7700
Fax: 541-917-7716**

fire.cityofalbany.net

FIRE CODE PERMIT PROGRAM

WHAT IT MEANS FOR YOUR BUSINESS



FIRE & LIFE SAFETY DIVISION



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: September 4, for the September 11, 2018 City Council Meeting
SUBJECT: Street Sweeping

Action Requested: Council authorization to enter into a contract with Wheat LLC, for street sweeping services.

Discussion: During the 2018-19 budget process Staff recommended funding for enhanced street sweeping services. Funding of \$24,000 was included in the Street Fund for street sweeping services.

The street sweeping proposed is an expansion of services currently being conducted in the City to include all paved City streets within the City monthly, with Old Salem Road, Conser Road, Woods Road, Millersburg Drive, and Alexander Lane, being swept twice monthly.

Staff prepared a Request for Proposal (RFP) for street sweeping services, including equipment and environmental specifications to ensure adequacy and efficiency of the services to be provided.

Three (3) proposals for sweeping service were received. Staff conducted an evaluation of the proposals and recommend award of the contract to Wheat LLC.

Budget Impact: Proposed costs are within the funds budgeted for the service.

Recommendation: Council approval for the City Manager to enter into the attached contract for street sweeping services with Wheat LLC.

Attachments:

Contract with Wheat LLC
Proposal Results from RFP

STREET SWEEPING CONTRACT

PARTIES:

CITY OF MILLERSBURG, an Oregon municipal corporation (hereinafter "City") and WHEAT LLC, CONTRACTOR (hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. DEFINITIONS AND GENERAL INFORMATION

1. The City of Millersburg, hereinafter referred to as the "City", desires to contract a professional street cleaning service for the period beginning October 1, 2018 and ending July 31, 2021, subject to the optional extension as provided herein. The City and Contractor may extend the Contract for two (2) additional years upon mutual consent of the parties.

2. The City has approximately 18.5 centerline miles of roadway to be swept, equaling approximately 30.5 curb miles and 10.8 miles of non-curbed lanes and center turn lanes, in accordance with the attached map. Leaf pick up is an integral part of this Contract, and the cost thereof is to be included in the contract price.

3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. "Debris" also includes large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.

4. The term street shall mean the paved area between the normal curb lines of a roadway whether or not an actual curb line exists on it. It shall not include any ways that would cause damage to the equipment used. It does include bikeways adjacent to the roadway.

B. SCOPE OF WORK

1. The Contractor will clean all the streets designated by the City on the attached map. The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in which the sweeping area will be completed. Additional streets to be cleaned may be added by the City from time to time.

2. The Contractor will sweep each designated street twelve (12) times per year at the times designated by the City. However, Millersburg Drive, Woods Road, and Conser Road, will be swept twenty-four (24) times per year at the times designated by the City.

3. Sweeping will not be done after 6:00 p.m. or before 8:00 a.m. in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the Assistant City Manager/City Engineer prior to change. Contractor may be called in and must be available at unscheduled

times for street clean up.

4. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at a location designated by the City.

5. The Contractor will dump at a certified land fill site approved by the City; however the City shall not provide or maintain such sites. All materials collected and dump need to be reported to the City in cubic yards quarterly, with the year-end report due no later than June 30.

6. The City shall pay Contractor \$38.97 per swept mile including disposal and \$125.00 per hour including the cost of disposal for special sweepings, payable on a monthly basis. The Contractor may request an increase in the per swept mile charge and special sweeping charge at the time of renewal. Granting of such request is voluntary and solely within City's discretion.

7. The Contractor may be required to sweep additional areas other than as set forth on the attached map. Such additional areas shall be charged at \$38.97 per curb mile for one curb mile or greater, or at an hourly rate of \$125.00 for additional street cleaning of less than one curb mile.

8. All streets shall be swept with the normal flow of traffic.

C. EQUIPMENT SPECIFICATIONS

1. The Contractor must have proof of ownership, or a signed lease for at least the duration of the Contract, of a Tymo 600 Sweeper suitable for meeting the requirements of this Contract. The Contractor should include evidence of available equipment to handle leaf pick up.

2. Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition.

3. Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.

4. Machines must be in good working condition and kept that way throughout the life of the Contract.

5. Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.

6. Equipment must conform to all federal, state, and local safety regulations.

7. Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the air regenerative

sweeping type and meet DEQ Clean Air Standards.

D. ENVIRONMENTAL SPECIFICATIONS

1. The Contractor shall supply upon request to City regular maintenance records for all equipment.

2. Equipment must be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.

3. The Contractor must report equipment failure involving fluid leaks or other spills on public streets to the City within one hour of the identified incident.

4. All equipment must carry City approved spill abatement materials such as oil absorbent pads.

E. WORKMANSHIP

The Contractor shall, at all times, endeavor to use good sweeping practices and will be responsible to make adjustments to the equipment as directed by the inspector. Good sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter line and touching the curb.

2. Set main broom in level position to assure adequate debris pick up.

3. Replace gutter broom if excessively worn or if sections of the broom are gone.

4. Adjust spray nozzles to keep dust caused by sweeping to a minimum.

5. Center guides and main broom guides shall be properly maintained and adjusted.

6. Sweep entire radius on all designated routes, unless it is impossible or impractical to do so due to the size or configuration of the street.

7. No collected debris shall be left on the street right-of-way at any time, except during heavy leaf times, and this shall be limited to collection sites specified by the City.

8. Specified collection sites shall be cleaned thoroughly by the end of the sweeping day.

9. Operate sweeper as close to parked cars and other obstacles as safety allows.

10. Use common sense and good judgment at all times.

11. Operate sweeper at a minimum rate of speed to assure maximum debris pick up is attained on each street swept.

F. TECHNICAL REQUIREMENTS

1. The Contractor shall furnish to the City a written schedule for sweeping services on all streets within the City to be swept. Such schedule shall be approved by the Assistant City Manager/City Engineer or designee. Contractor shall substantially comply with the approved schedule.

2. The Contractor is reminded that he or she is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractor will be expected to cooperate with the City and its citizens in carrying out the basic task of removing debris from the City streets.

3. The Contractor shall exercise all reasonable care and diligence in street sweeping. The Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through the sweeping activities. If any debris or refuse is spilled, the Contractor shall immediately clean up such spills.

4. The City shall verbally contact the Contractor to forward any complaints which relate to the Contractor's operations. Upon the receipt of a complaint, the Contractor shall investigate and resolve the complaint with the complainant if possible. The Contractor will then notify the City of the action taken on the next scheduled work day.

Should the Contractor not render this service within forty-eight (48) hours, excluding weekends, after a complaint is reported to the Contractor or an authorized representative, the Assistant City Manager/City Engineer may make whatever arrangements are necessary, in the Assistant City Manager/City Engineer's opinion, to satisfy the valid complaint. For any costs incurred by the City for these arrangements, the Contractor shall be made liable and reimburse the City immediately upon demand. Contractor agrees that City may deduct any unpaid cost incurred by the City from future payments due to Contractor from City.

5. The Contractor may, during periods of heavy leaf fall, establish temporary disposal sites within the working area. The location(s) must be submitted in writing for approval of the contract administrator prior to any dumping at these temporary sites. As a prerequisite for use of these sites, the Contractor shall agree to clean and remove all debris from these sites before the end of each working day.

6. The Contractor shall notify the City twenty-four (24) hours prior to sweeping any area, of the streets to be swept and the approximate time of the sweeping in order to allow the City the opportunity to immediately inspect the suitability of the job. If the job is found to be not acceptable, the City, at its option, may require the Contractor to re-clean the job area at the Contractor's expense.

G. CITY'S OBLIGATIONS

1. The City will designate a location within the City for filling water spray systems.

2. The City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.

H. CONTRACTOR'S OBLIGATIONS

1. The Contractor must be able to meet all requirements of this project.

2. The Contractor must comply with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, 653.268 and 653.269.

3. The Contractor will provide fuel and maintenance for all vehicles and for equipment. The Contractor may request annually fuel cost surcharges which may be granted by the City in its sole discretion.

4. The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the City or its designee any problems that occur.

5. The Contractor shall meet the agreed upon dates for sweeping as closely as possible.

6. The Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of the City.

7. The Contractor is responsible for disposing of debris. The Contractor must obtain the City's approval of the Contractor's plan for disposal of debris prior to beginning work under this Contract. The Contractor may request annually dumping fee cost charges which may be granted by the City in its sole discretion.

I. BREACH OF CONTRACT

If the Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that the Contractor shall pay to City as damages for its cancellation or breach of this Contract the sum of \$5,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to the City caused by the Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to the City for that harm.

J. ENFORCEMENT PROVISIONS AND VENUE

In the event that the City is required to employ an attorney to enforce the provisions of this Contract, the Contractor agrees to pay the City's reasonable costs of enforcement, including attorney fees, and if the City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to

such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding, or appeal plus the costs and disbursement awarded therein. Venue for any suit, action, or proceeding shall be in the Linn County Circuit Court.

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to the City indicating miles swept, time spent on special sweeping and the charges for that service and the special disposal cost, if any. The City shall pay the Contractor within thirty (30) days of accepting the work and receipt of invoice.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Millersburg, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

- All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than
- \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than
- \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three (3) days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

Janelle Booth
Assistant City Manager
City of Millersburg
4222 NE Old Salem Rd
Albany, OR 97321

CONTRACTOR:

Wheat LLC
John Sullivan
General Manager
1141 Chemawa Road N.
Keizer, OR 97303

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision, or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall indemnify and save harmless City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee, or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

S. CONTRACT TERMINATION

City may terminate this agreement with thirty (30) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.

The City reserves the right to rebid or obtain competitive quotes on any renewal or extension of this Contract or any additional sweeping requested under this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

Authorized Signature Date

City of Millersburg Date

Name / Title (Printed)

Title

Oregon Business Registry #

Approved as to Form:

Entity Type / State of Formation

Forrest Reid _____ 9/4/2018
City Attorney Date

Proposal results for street sweeping services

Quotes Solicited: 10-Aug-18
 Quotes Due: 2:00 p.m. on August 24, 2018

Proposer	Wheat LLC (Loren's Sanitation)	Mid-State Industrial	Emerald Valley
Oregon contractor's license No.			
Base Quote per Swept Mile	\$38.97	\$70.50	\$51.65
Rank: Base Quote	1	3	2
Disposal per month	\$0.00	\$950.00	\$0.00
Rank: Disposal	1	4	1
Swept miles per month	48.8	48.8	48.8
Total per month	\$1,901.74	\$4,390.40	\$2,520.52
Rank: Total of all Schedules	1	3	2
Special Sweeps	\$125/hr	special sweeps travel each time \$238, sweeping \$157/hr	\$125/hr



TO: Millersburg City Council

FROM: Kevin Kreitman, City Manager

DATE: September 4, for the September 11, 2018 City Council Meeting

SUBJECT: Proposed Candidate Forum

Action Requested: Council consideration of a candidate forum for prospective City Councilors.

Discussion: At previous Council meetings, the Council has expressed an interest in providing an opportunity for Council candidates to speak with community members who may have an interest in a candidate forum setting.

Based on those discussions the City Attorney was asked to review options based on Oregon law regarding elections and if something could be drafted which would be allowed under Oregon election law. Based on discussion with the State, the City Attorney is presenting the attached draft Resolution, which could be considered for adoption, outlining the process for a candidate forum.

Budget Impact: Minimal.

Recommendation: Council receives public input and takes action if they would like to move forward with the proposed Resolution regarding the City hosting a Candidate forum for prospective City Council candidates.

Attachments:

Resolution 2018-21

RESOLUTION NO. 2018-21

A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING A POLICY REGARDING THE PROCESS AND PROCEDURES FOR CITY SPONSORED POLITICAL CANDIDATE FORUMS

WHEREAS, the City desires to have well-informed citizens, and to that end, the City attempts to provide at least one political candidate forum at the Millersburg City Hall prior to the November general election; and,

WHEREAS, the City Council of Millersburg desires to provide a clear process and appropriate procedures for City-sponsored political candidate forums;

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

The City of Millersburg adopts the following process and procedures for City-sponsored political candidate forums:

At the first Council meeting after the deadline for City Council candidates filing for the November general election, the City Council shall select at least one date prior to the general election at which the City of Millersburg will hold a political candidate forum. The City shall follow the following process and procedures for conducting the forum.

During the hours of employment, a public employee may:

- 1) Assist in publicizing the candidate forum to the public.
- 2) Assist in arranging the seating, the tables, and the sound system at the City Hall.
- 3) Any other duty performed pertaining to the political candidate forum by the public employee during hours of employment must be pre-approved by the City Manager or City Attorney. Only administrative duties will be considered as an additional approved duty.

The moderator for the political candidate forums shall be the City Attorney. The City Attorney shall convene the forum, shall publicly welcome all candidates and spectators, shall announce the process and procedure of the forum, shall maintain decorum of the forum, shall maintain the official time clock, shall not comment on any political statements, shall maintain neutrality in all comments and procedures, shall not ask any questions of a political nature to any of the candidates, shall close the forum, and shall remain at the forum to assure compliance with Oregon elections law.

Candidates and their supporters may distribute political literature during the forum.

No political literature, sign, or political advocacy item of any type may be placed on any internal or external wall of the City Hall during the forum.

Procedure for conducting the Political Candidate Forum

- 1: The moderator will have each candidate draw a number indicating the candidate's seating assignment and the numerical order in which the candidate will speak.
- 2: The moderator will then convene the forum and explain the process and conduct of the forum.
- 3: Each candidate, beginning with candidate #1, will have five (5) minutes to speak to the audience. No questions may be asked during this time. None of the candidate's allotted five (5) minutes may be reserved or transferred to another candidate.
- 4: The floor will then be opened to citizens to ask questions. Each time a citizen asks a question, the citizen must first be recognized by the moderator, approach the speaker's podium, state their name and address, and ask one (1) question to one candidate or the same question to all candidates, to be answered beginning with candidate #1, and then by candidate #2, #3, etc. The moderator will attempt to have the next question addressed to the entire panel be answered first by candidate #2, #3, ...ending with #1. This procedure will be used throughout the forum. Each response shall be limited to two (2) minutes.
- 5: After there are no further questions to the candidates from the citizens, or after the time limit is reached, each candidate is allotted five (5) minutes for a closing statement. None of the candidate's allotted five (5) minutes may be reserved or transferred to another candidate. There is no opportunity to provide a rebuttal statement after the candidate provides their closing statement.
- 6: The duration of the candidate forum shall be no more than two (2) hours.

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

Duly Passed by the City Council this 11th day of September, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

RESOLUTION NO. 2018-22

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON,
ACKNOWLEDGING SATISFACTION OF THE LIEN IMPOSED IN
RESOLUTION 2010-12 AND REMOVING LIEN AGAINST THE REAL
PROPERTY LOCATED AT 3115 NE KNOX BUTTE ROAD, ALBANY,
OREGON, AND RECORDING SAME WITH LINN COUNTY, OREGON,
CLERK'S OFFICE**

WHEREAS, Resolution 2010-12, approved by the Millersburg City Council on December 14, 2010, ordered the assessment of \$12,012.50 lien upon the real property located at 3115 NE Knox Butte Road, Albany, Oregon, for costs the City incurred for the abatement and removal of a nuisance located on the real property; and,

WHEREAS, the assessment of \$12,012.50 has been received by the City of Millersburg as of September 5, 2018;

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

The City of Millersburg acknowledges satisfaction of the lien imposed in Resolution 2010-12 and directs the immediate filing and recording of a satisfaction of the lien against 3115 NE Knox Butte Road, Albany, Oregon, with Linn County Clerk's office.

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

Duly Passed by the City Council this 11th day of September, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder