

MILLERSBURG CITY COUNCIL MEETING

February 13, 2018

City Council Meeting

6:30 PM

Call Meeting to Order

Pledge of Allegiance

Roll Call

Adoption of the Consent Agenda

- 1) Approval of Meeting Minutes**
 - a. Joint Executive Session with Albany City Council
11/30/2017**
 - b. City Council Meeting of 1/9/2018**
- 2) Approval of Monthly Bills**

Linn County Sheriff's Office Report

- **Attached Report LCSO**

Guest Presentation

- **Millersburg Community Event - Jenny Wolfenbarger**

Public Comments

City Manager's Report

Old Business

- 1). Clearwater Pavement Condition - Report**

New Business

- 1). Approval of Stormwater Master Plan Contract**
- 2). Report on State actions regarding Stormwater**
- 3). Update of Road Frontage Fee's**
- 4). Ordinance for the Private Construction of Public Improvements**
- 5). Update to Charter for signatures – City Attorney**
- 6). Contract Amendment with CH2M**
- 7). Contract Amendment with OMI**
- 8). Resolution for the Remittance of Construction Excise Tax**

Closing Public Comments

Mayor and Council

- **Recognition of Clayton Wood – Mayor Lepin**
- **Recognition of Boy's Scout's project – Mayor Lepin**

Recess: To executive session in accordance with ORS 192.660(2)(h) Consultation with Legal Counsel; ORS 192.660(2)(e) Real Property Transactions.

Adjournment:

Upcoming meetings:

City Council Work Session – February 27, 2018 at 4:00 p.m.

City Council Meeting – March 13, 2018 at 6:30 p.m.

CITY OF ALBANY
JOINT EXECUTIVE SESSION
ALBANY & MILLERSBURG CITY COUNCILS
Council Chambers, Albany City Hall
333 Broadalbin Street SW
Thursday, November 30, 2017
5:00 p.m.

MINUTES

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 5:00 p.m.

ROLL CALL

Albany Councilors present: Mayor Sharon Konopa and Councilors Bill Coburn, Dick Olsen, Ray Kopczyński, Bessie Johnson, and Mike Sykes

Albany Councilors absent: Councilor Rich Kellum (excused)

Millersburg Councilors present: Mayor Jim Lepin and Councilors Dave Harms, Scott McPhee, and Don Miller

Millersburg Councilors absent: Councilor Scott Cowan (excused)

RECESS TO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION OR LITIGATION LIKELY TO BE FILED IN ACCORDANCE WITH ORS 192.660(2)(h) AND ORS 192.660(2)(f) TO CONSIDER INFORMATION THAT IS EXEMPT BY LAW FROM PUBLIC INSPECTION

The City Councils recessed to Executive Session at 5:05 p.m.

RECONVENE

The City Councils reconvened to Regular Session at 6:59 p.m.

MOTION: Millersburg Mayor Jim Lepin moved that the City of Albany and the City of Millersburg jointly authorize the law firm of Markowitz Herbold PC to initiate litigation against CH2M Hill. Albany Councilor Ray Kopczyński seconded the motion. The motion passed 5-0 by the Albany City Council and 4-0 by the Millersburg City Council.

ADJOURNMENT

There being no other business, the meeting was adjourned at 7:05 p.m.

Respectfully submitted,

Reviewed by,

Teresa Nix
Recorder

Peter Troedsson
City Manager



PHONE (541) 928-4523
FAX (541) 928-8945

January 9, 2018 City Council Minutes

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

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

B. ROLL CALL

Councilors Present: Mayor Jim Lepin, Don Miller, Scott Cowan, Dave Harms, Scott McPhee and Student Representative Bradly Johnston

Councilors Absent: None

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

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

- 1) Addition of two items to agenda
- 2) Revised Council Approval Report for Monthly City Bills

E. CONSENT AGENDA

- 1) Approval of 12/12/2017 City Council Meeting Minutes
- 2) Approval of 12/26/2017 City Council Meeting Minutes
- 3) Approval of Council Approval Report for Monthly City Bills

Action: **Motion to Adopt Consent Agenda as presented made by Scott McPhee, seconded by Scott Cowan: Passed 5-0**

F. GUEST PRESENTATIONS

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

G. PUBLIC COMMENT

- 1) Gary Keehn asked if Janelle Booth, City Engineer, was going to look at Clearwater Road for repair work as needed.
- 2) Citizen Pauff expressed a concern about the visibility on the north side of N. Salem.
- 3) Councilor Scott Cowan mentioned a leaning tree on the north side of Alexander coming off Salem Avenue.

Action: **Ms. Booth noted she would visit each site for review.**

- 4) Dennis Gunner asked about someone handling code enforcement. Mayor Jim Lepin noted code enforcement would be addressed later.
- 5) Gary Keehn asked for an update on the reload facility. Response: John Pascone, shared that the Mid-Willamette Valley Reload Facility applications are in and four were received. A determination on best application will be made within next couple of weeks.
- 6) Gary Keehn asked if the City had anything to do with the Oregon Department of Transportation (ODOT) on the exchange. John Pascone said there is a dedicated truck lane from the highway that goes right into the property. He anticipates a decision on the overpass closure by ODOT mid-January.
- 7) Gary Keehn asked for an update on the fire station. City Manager Kevin Kreitman noted no update since the December 26, 2017 meeting.
- 8) Dennis Gunner asked to discuss code enforcement. Mr. Kreitman shared that the plan is to address based on citizen complaints as there are no dedicated code enforcement staff. He also noted the plan to work with a contract planner to evaluate program, develop a manual and train staff. Council Cowan agreed with Mr. Gunner and wanted to make sure checks and balances actually happen. Mr. Gunner and Connie Lepin shared concerns that there are too many variances being approved inconsistently. Mr. Kreitman and Mayor Lepin shared again the plan for the contract planner to review and revise code enforcement.

Action: City Attorney, Forrest Reid noted a fifteen (15) day appeal period. **He would clarify the call-up day time frame for next meeting.**

H. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Mayor Lepin:
 - i. He sent a letter to the Linn County Sheriff's Office commending and thanking them for their extra visibility within the City and particularly the park, including talking to the public about dogs off leash in the park.
 - ii. There is a joint Albany and Millersburg City Council meeting on January 18, 2018 at 5:00 p.m. at the Albany City Hall. The purpose is primarily to discuss options for modifications to the wastewater treatment process to deal with disposal of solids.
 - iii. On January 23, 2018 at 4:00 p.m., there is a City Council Work Session with one of the items to discuss the City owned properties.
- 2) Councilor Cowan:
 - i. Thanked Mayor Lepin for his dedication and work while going through transition and dealing with the rollercoaster of events.

- 3) Councilor McPhee:
 - i. Asked about slide at the park. Mr. Kreitman noted he saw the slide and talked to the City's maintenance supervisor. Because of the construction of the new slide (one solid piece), the City will need to contract with the placement.
Action: **The City is getting quotes for the work to replace the park slide.**
- 4) Councilor Miller:
 - i. Noted there will be two members of the Council up for election the end of this year and that he's concerned with losing institutional knowledge if they depart.

I. CITY MANAGER'S REPORT

- 1) Have issued notice of intent to award the stormwater management plan project. After a 7 day protest period, will begin contract negotiations with the intent of coming to Council for award at the February 13, 2018 Council Meeting.
- 2) There's a work session with the Planning Commission and our City Planner – John Morgan – on January 16 for introductions, to review city land use processes and procedures and discuss options to audit and update City Land Use Code and/or consider a clean re-write of the Land Use Code. Mr. Morgan will also be at the January 23 City Council Work Session.
- 3) The City of Albany approved the consolidation of two Clean Water State Revolving Fund loans for the water reclamation facility in which Millersburg has a joint ownership into single loan with a lower interest rate and annual fee. This will result in interest savings of approximately \$345,000 over the remaining life of the loans.
- 4) Love's Travel Center made payment of \$34,247.00 for the prior under-calculation and payment of sewer system development charges (SDCs).

J. CITY ATTORNEY'S REPORT

None

K. UNFINISHED BUSINESS

- 1) Proposed Dog Leash Ordinance for City Park
Recommendation by City Attorney, Forrest Reid, that Dog Control Code 560, Linn County's code, is sufficient to address Millersburg concerns over unleashed and dogs not under owner's control.
Action: **Council requested Linn County Sheriff begin enforcement of the code, including issuing citations. Park signage will be updated to reflect code and link with code added to City website.**

L. NEW BUSINESS

- 1) Adoption of Resolution Authorizing the Payment of Certain Operating Invoices Upon Receipt
Action: **Motion made by Scott Cowan to accept resolution, as amended to include Linn County Planning and Permitting to the list of approved payments; seconded by Scott McPhee. Passed 5-0.**
Resolution: 2018-01

- 2) Adoption of Resolution Adopting the Rate of the City of Albany for Water Service Charges for Services (installation of meter bases) Provided to the City of Millersburg by the City of Albany, and Further Directing the Millersburg City Recorder to Annually Revise These Fees Based Upon the City of Albany's Annual Fee Revision
Action: **Motion made by Scott Cowan to approve resolution to update City of Millersburg water service charges, including actual costs, as amended with corrections to Exhibit A; seconded by Don Miller. Passed 5-0.**
Resolution: 2018-02
- 3) Adoption of Resolution Approving an Extended Property Tax Abatement Agreement between the City of Albany, a Cosponsor of the South Santiam Enterprise Zone and Griffin Bros, Inc.
Action: **Motion made by Dave Harms to adopt resolution for the proposal of extended property tax abatement agreement with City of Albany and Griffin Bros; seconded by Scott Cowan. Passed 5-0.**
Resolution: 2018-03
- 4) City Manager Position
Mayor Lepin presented sequence of events that led to the recommendation by City Council to approve the hiring of Kevin Kreitman, Interim City Manager, to a position as City Manager. Acknowledged and supported by Councilors Scott Cowan and Don Harms and from citizens Deb Keehn and Dennis Gunner. Don Dixon asked for clarification regarding hiring process, beginning with bringing Mr. Kreitman to Millersburg.
Action: **Motion made by Scott McPhee to approve hiring of Kevin Kreitman as City Manager; seconded by Scott Cowan. Passed 5-0.**
- 5) City Reorganization
Mr. Kreitman presented the proposed organizational chart with the addition of a Management Assistant and Assistant City Manager/City Engineer and discussed cost balance between adding new staff and reducing contracted engineering costs. After discussion, those present determined the addition versus reduction would balance out evenly.
Action: **Motion made by Scott Cowan to approve the two (2) new positions. seconded by Dave Harms. Passed 5-0.**

M. CLOSING PUBLIC COMMENT

None

N. CLOSING COUNCIL COMMENT

None

O. ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Upcoming Meetings:

January 16, 2018 @ 6:00 p.m. – Planning Commission Work Session

January 18, 2018 @ 5:00 p.m. – Joint Council Meeting with Albany – Albany City Hall

January 23, 2018 @ 4:00 p.m. – Council Work Session



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: February 6, 2018, for the February 13, 2018 Council Meeting
SUBJECT: Accounts Payable Monthly - Council Approval Report

Action Requested: Consent agenda approval of the attached accounts payable. One item of interest includes payment to Pacific Power for the re-lamping and addition of street lights on Old Salem Road which was previously approved by the City Council for \$61,011.00.

Included is a copy of our Local Government Invest Pool (LGIP) account balances; the main account 5809 – Millersburg City Of, includes water and sewer SDC funds, property taxes received, franchise fees received, user fees for water and sewer, planning and building fees received.

Discussion:
Statements attached.

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

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
43	Aflac, 1932 Wynnton Road, Columbus, GA,	893327	01/12/18	Supplemental Medical Benefit	02/01/18	\$49.08	\$49.08	01-5050	Supplemental Medical Be	\$7,200.00	\$1,548.74
549	Association of Clean Water Agencies, 240 Country Club Road, Suite A, Eugene, OR, 97401	01302018	01/30/18	Dues & Subscriptions	01/30/18	\$200.00	\$200.00	01-5310	Dues & Subscriptions	\$9,000.00	(\$2,158.11)
26	Century Link, PO Box 91155, Seattle, WA,	5419671239224B	01/20/18	O&M Sewer Lines	02/09/18	\$49.85	\$49.85	06-5656	O&M Sewer Lines	\$80,000.00	\$52,441.15
18	Comcast, PO Box 34744, Seattle, WA, 98124-1744	02282018	01/22/18	Telephone	02/11/18	\$145.26	\$145.26	01-5320	Telephone	\$6,000.00	\$3,853.56
39	LifeMap Billing, PO Box 6840, Portland, OR, 97228-6840	IN0303659	01/13/18	Disability Insurance	02/02/18	\$185.58	\$185.58	01-5055	Disability Insurance	\$3,000.00	\$1,961.16
23	Pacific Power, PO Box 26000, Portland, OR, 97256-0001	6349882	01/30/18	Street Lighting	01/30/18	\$61,011.00	\$61,011.00	02-5180	Street Lighting	\$93,900.00	\$72,831.85
36	US Bank, PO Box 790408, St. Louis, MO, 63179-0408	01042018	01/04/18	Office Supplies	01/04/18	\$500.28	\$500.28	01-5340	Office Supplies	\$15,000.00	\$5,365.64
Total Bills To Pay:											
											\$62,141.05

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
23		Pacific Power, PO Box 26000, Portland, OR, 97256-0001										
01052018	01/05/18			Park Supplies & Maintenance	01/23/18	\$381.64	\$381.64	01-5230	Park Supplies & Mainten	\$50,000.00	\$27,969.34	
01052018	01/05/18			City Hall Utilities	01/23/18	\$1,413.78	\$1,413.78	01-5650	City Hall Utilities	\$15,000.00	\$9,111.63	
01052018a	01/05/18			City Hall Utilities	01/23/18	\$77.01	\$77.01	01-5650	City Hall Utilities	\$15,000.00	\$9,111.63	
01052018	01/05/18			Street Lighting	01/23/18	\$3,082.87	\$3,082.87	02-5180	Street Lighting	\$93,900.00	(\$232,223.15)	
01052018	01/05/18			O&M Sewer Lines	01/23/18	\$1,863.35	\$1,863.35	06-5656	O&M Sewer Lines	\$80,000.00	\$52,241.75	
						\$6,818.65						
41		Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167										
180100019138	01/10/18			Medical Insurance	02/01/18	\$2,984.80	\$2,984.80	01-5060	Medical Insurance	\$72,000.00	\$32,762.80	
						\$2,984.80						
						\$9,803.45						

Total Bills To Pay:

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
7	4S Sign, LLC, 30255 HWY 34, Albany, OR, 97321	45814	01/18/18	Park Supplies & Maintenance	01/18/18	\$200.00	\$200.00	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
8	Weis Plumbing, 4492 Aztec Loop NE, Albany, OR, 97321	3739	01/22/18	City Hall Maintenance & Supplies	02/05/18	\$995.00	\$995.00	01-5600	City Hall Maintenance &	\$30,000.00	\$20,005.91
13	Sean Shearer, 3515 Chicago St. SE, Albany, OR, 97322	012018	01/24/18	Conventions & Training	02/13/18	\$10.00	\$10.00	01-5300	Conventions & Training	\$5,000.00	\$4,826.00
		012018	01/24/18	Conventions & Training	02/13/18	\$10.00	\$10.00	01-5300	Conventions & Training	\$5,000.00	\$4,826.00
15	Pitney Bowes Global Financial, PO Box 371887, Pittsburgh, PA, 15250-7887	1006225937	01/05/18	Office Supplies	02/04/18	\$254.97	\$254.97	01-5340	Office Supplies	\$15,000.00	\$6,405.63
16	Forrest Reid, 135 SW 5th Avenue, Albany, OR, 97321	January2018	02/01/18	Legal Services	02/01/18	\$7,900.00	\$7,900.00	01-5355	Legal Services	\$75,000.00	\$26,581.89
20	Koontz, Perdue, Blasquez & Co., P.C., PO Box 605, Albany, OR, 97321	59061	12/31/17	Accounting & Audit	02/01/17	\$144.00	\$144.00	01-5410	Accounting & Audit	\$30,000.00	\$29,379.00
27	Meteraders, LLC., PO Box 1902, Lake Oswego, OR, 97035	8231	01/24/18	Water Transmission Lines O & M	02/13/18	\$824.25	\$824.25	07-5670	Water Transmission Line	\$120,000.00	(\$1,525.04)
29	CH2MHill OMI, Department 1267, Denver, CO, 80291-1267	66711	01/23/18	Water Transmission Lines O & M	02/22/18	\$709.12	\$709.12	07-5670	Water Transmission Line	\$120,000.00	(\$1,525.04)
48	Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838	172390811	01/23/18	Park Supplies & Maintenance	02/10/18	\$70.00	\$70.00	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
		172390813	01/23/18	Park Supplies & Maintenance	02/10/18	\$78.65	\$78.65	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
		172390812	01/23/18	City Hall Maintenance & Supplies	02/10/18	\$59.55	\$59.55	01-5600	City Hall Maintenance &	\$30,000.00	\$20,005.91
49	Home Depot, Home Depot Credit Service/Dept. 32 - 2501856748, PO Box 9001043, Louisville, KY, 40290-1043	01122018	01/12/18	Park Supplies & Maintenance	02/01/18	\$1.27	\$1.27	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
53	Oregon Cascades West COG, 1400 Queen Ave. SE Suite 201, Albany, OR, 97322	OctNovDec2017	01/25/18	Contracted Services	01/25/18	\$827.00	\$827.00	01-5510	Contracted Services	\$70,000.00	\$39,353.41

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
InvoiceNumber	Date										
54	Linn-Benton Utilities, PO Box 1722, Albany, OR, 97321-0489	01/2018	01/31/18	Dues & Subscriptions		\$175.00	\$175.00	01-5310	Dues & Subscriptions	\$9,000.00	(\$1,404.99)
67	Lee Thompson & Associates, Inc., PO Box 2752, Albany, OR, 97321	13003	02/09/18	Miscellaneous Contractual		\$1,225.00	\$1,225.00	02-5550	Miscellaneous Contractu	\$20,000.00	\$11,948.59
73	United Systems Technology, Inc., P.O. Box 743722, Atlanta, GA, 30374-3722	SI-107763	02/21/18	Contracted Services		\$1,368.51	\$1,368.51	01-5510	Contracted Services	\$70,000.00	\$39,353.41
84	Ultrex, 110 SW 9th Avenue, Albany, OR, 97321	INV55716	02/08/18	Office Equipment & Furnishings		\$330.00	\$330.00	01-5700	Office Equipment & Furni	\$10,000.00	\$5,340.10
107	Grove, Mueller & Swank, P.C., PO Box 2122, Salem, OR, 97308-2122	85258	02/03/18	Legal Services		\$3,000.00	\$3,000.00	01-5355	Legal Services	\$75,000.00	\$26,581.89
123	Pride Printing Company, PO Box 457, Albany, OR, 97321	79677J, 79698J, 7	03/01/18	Office Supplies		\$742.00	\$742.00	01-5340	Office Supplies	\$15,000.00	\$6,405.63
151	Security Alarm Corp., 2443 Brighton Way, Albany, OR, 97322	1214826	02/04/18	City Hall Maintenance & Supplies		\$30.00	\$30.00	01-5600	City Hall Maintenance &	\$30,000.00	\$20,005.91
		1215654	02/12/18	City Hall Maintenance & Supplies		\$157.50	\$157.50	01-5600	City Hall Maintenance &	\$30,000.00	\$20,005.91
153	Linn County Surveyor, PO Box 100, Albany, OR, 97321	01312018	01/31/18	Printing, Advertising & Recording		\$22.98	\$22.98	01-5420	Printing, Advertising & R	\$5,000.00	\$3,571.53
192	DAS-Shared Financial Services-Cashier, 155 Cottage Street NE, Salem, OR, 97301-3963	ARQ18158	02/17/18	Dues & Subscriptions		\$450.00	\$450.00	01-5310	Dues & Subscriptions	\$9,000.00	(\$1,404.99)
195	Poe's Backhoe Service, 6590 SE 7-Mile Lane, Albany, OR, 97322	1014	02/01/18	Park Supplies & Maintenance		\$2,151.50	\$2,151.50	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
197	Albany Lock & Key, 217 Main SE, Albany, OR, 97321	64852	02/15/18	City Hall Maintenance & Supplies		\$20.00	\$20.00	01-5600	City Hall Maintenance &	\$30,000.00	\$20,005.91

**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
198	Purchase Power, PO Box 371874, Pittsburgh, PA, 15250-7874	01032018	01/03/18	Office Supplies	01/30/18	\$1,005.00	\$1,005.00	01-5340	Office Supplies	\$15,000.00	\$6,405.63
						\$1,005.00					
223	Wallace W. Lien, P.C., 3265 Liberty Road S., Salem, OR, 97302	15148 1/25/18	01/25/18	Legal Services	02/25/18	\$1,400.00	\$1,400.00	01-5355	Legal Services	\$75,000.00	\$26,581.89
		15148 1/25/18	01/25/18	Legal Services	02/25/18	\$5,230.00	\$5,230.00	01-5355	Legal Services	\$75,000.00	\$26,581.89
		15148 12/31/17	12/31/17	Legal Services	01/31/18	\$1,330.00	\$1,330.00	01-5355	Legal Services	\$75,000.00	\$26,581.89
						\$7,960.00					
236	Hazel Siebrecht, 5647 Luckiamute Ln NE, Albany, OR, 97321	01232018	01/23/18	Library Services	02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
						\$40.00					
238	Betty Mathews, 5548 NE Luckiamute Lane, Albany, OR, 97321	01112018	01/11/18	Library Services	02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
						\$40.00					
272	Earth20, PO Box 70, Culver, OR, 97734	758660	01/18/18	Office Supplies	01/18/18	\$24.60	\$24.60	01-5340	Office Supplies	\$15,000.00	\$6,405.63
						\$24.60					
327	De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602	57650134	01/06/18	Contracted Services	02/01/18	\$352.22	\$352.22	01-5510	Contracted Services	\$70,000.00	\$39,353.41
						\$352.22					
328	Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321	01312018	01/31/18	Contracted Services	01/31/18	\$246.00	\$246.00	01-5510	Contracted Services	\$70,000.00	\$39,353.41
						\$246.00					
351	Oregon Marketing Group, PO Box 1151, Jefferson, OR, 97352	0902	01/15/18	Contracted Services	01/15/18	\$122.85	\$122.85	01-5510	Contracted Services	\$70,000.00	\$39,353.41
						\$122.85					
425	Jim Lepin, 3360 NE Lauren Avenue, Albany, OR, 97321	01262018	01/26/18	Park Supplies & Maintenance	02/13/18	\$123.47	\$123.47	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
						\$123.47					
439	Kristen Champion, 2872 NE Kimila Drive, Albany, OR, 97321	01302018	01/30/18	Library Services	02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
						\$40.00					
447	R.L Reimers Company, 3939 Old Salem Road Suite# 200, Albany, OR, 97321	218502	02/05/18	Pump Station Upgrade	03/05/18	\$15,166.75	\$15,166.75	06-5765	Pump Station Upgrade	\$900,000.00	(\$82,590.40)
						\$15,166.75					

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

Vendor		Description		Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
InvoiceNumber	Date									
449	Mary Messersmith, 4465 Aztec Loop, Albany, OR, 97321									
12082017	12/08/17	Parks & Recreation		02/13/18	\$79.20	\$79.20	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20
466	CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869									
381133071	01/31/18	Planning Consultants - Engineering		01/31/18	\$15,999.02	\$15,999.02	01-5100	Planning Consultants - E	\$200,000.00	\$36,041.32
381133069	01/31/18	Pump Station Upgrade		01/31/18	\$2,164.68	\$2,164.68	06-5765	Pump Station Upgrade	\$900,000.00	(\$82,590.40)
514	Cintas, PO Box 631025, Cincinnati, OH, 45263-1025									
5009451957	01/15/18	Park Supplies & Maintenance		01/15/18	\$99.04	\$99.04	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
539	Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321									
3056775	01/19/18	Planning Consultants - Engineering		01/19/18	\$780.00	\$780.00	01-5100	Planning Consultants - E	\$200,000.00	\$36,041.32
3057674	01/26/18	Planning Consultants - Engineering		01/26/18	\$910.00	\$910.00	01-5100	Planning Consultants - E	\$200,000.00	\$36,041.32
3058600	02/02/18	Planning Consultants - Engineering		02/02/18	\$650.00	\$650.00	01-5100	Planning Consultants - E	\$200,000.00	\$36,041.32
550	Roto-Rooter, P.O. Box 291, Albany, OR, 97321									
08252017	08/25/17	O&M Sewer Lines		02/13/18	\$764.50	\$764.50	06-5656	O&M Sewer Lines	\$80,000.00	\$51,330.01
551	Verizon, PO Box 660108, Dallas, TX, 75266-0108									
9800145064	01/19/18	Park Supplies & Maintenance		02/11/18	\$629.99	\$629.99	01-5230	Park Supplies & Mainten	\$50,000.00	\$24,687.93
9800145064	01/19/18	City Hall Utilities		02/11/18	\$41.32	\$41.32	01-5650	City Hall Utilities	\$15,000.00	\$8,576.86
552	Michael McMahon, 6638 NE Noel Lane, Albany, OR, 97321									
01122018	01/12/18	Library Services		02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
553	Naedean Mahr, 5494 Umpqua Lane NE, Albany, OR, 97321									
01112018	01/11/18	Library Services		02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
554	Juanita Spilde, 3226 Siuslaw Avenue NE, Albany, OR, 97321									
01082018	01/08/18	Library Services		02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
555	Janice Zuhike, 3091 Conser Road NE, Albany, OR, 97321									
02022018	02/02/18	Library Services		02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
556	Michelle Burgess, 3175 Rachel Ct, Albany, OR, 97321									
01222018	01/22/18	Parks & Recreation		02/13/18	\$108.00	\$108.00	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20

**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
		01222018	01/22/18	Parks & Recreation	02/13/18	\$30.40	\$30.40	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20
							\$138.40				
557	Meredith Gabell, 2620 Tuscan Lane, Albany, OR, 97321	11272017	11/27/17	Parks & Recreation	02/13/18	\$80.00	\$80.00	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20
558	Wesley Howe, 2820 Alexander Lane NE, Albany, OR, 97321	12072017	12/07/17	Parks & Recreation	02/13/18	\$56.00	\$56.00	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20
559	Sarah Wilson, 5097 NE Blake Court, Albany, OR, 97321	01192018	01/19/18	Parks & Recreation	02/13/18	\$112.00	\$112.00	01-5200	Parks & Recreation	\$25,000.00	\$18,959.20
561	Kimberly Wollenburg, 818 Irving Street, Oregon City, OR, 97045	012018	02/07/18	Dues & Subscriptions	02/13/18	\$50.00	\$50.00	01-5310	Dues & Subscriptions	\$9,000.00	(\$1,404.99)
		012018	02/07/18	Dues & Subscriptions	02/13/18	\$50.00	\$50.00	01-5310	Dues & Subscriptions	\$9,000.00	(\$1,404.99)
562	Superior Floor & Power Sweep, 4676 Commercial St SE, PMB 166, Salem, OR, 97302-1902	6328	02/01/18	Miscellaneous Contractual	02/01/18	\$425.00	\$425.00	02-5550	Miscellaneous Contractu	\$20,000.00	\$11,948.59
564	Amy Wilson, 2580 NE Tuscan Lane, Albany, OR, 97321	02082018	02/08/18	Library Services	02/13/18	\$40.00	\$40.00	01-5440	Library Services	\$3,000.00	\$1,760.00
							\$40.00				
							\$70,106.34				

Total Bills To Pay:



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Reports - Balance Summary

Report as of 02-07-2018

[View and Sort](#)

MILLERSBURG CITY OF

Show inactive accounts :

3049 - MILLERSBURG CITY/PERLENFEIN W PARK ZUHL

Investment Type	Balance
Oregon LGIP	\$91,445.24
Subtotal	\$91,445.24

3063 - MILLERSBURG EAGLES NEST/MILLERSBURG DR

Investment Type	Balance
Oregon LGIP	\$323,839.14
Subtotal	\$323,839.14

3064 - CITY OF MILLERSBURG STREET SDCS

Investment Type	Balance
Oregon LGIP	\$1,003,216.47
Subtotal	\$1,003,216.47

3065 - CITY OF MILLERSBURG PARK SDCS

Investment Type	Balance
Oregon LGIP	\$319,904.54
Subtotal	\$319,904.54

3839 - MILLERSBURG CITY OF/WETLANDS PROJECT

Investment Type	Balance
Oregon LGIP	\$26,275.84
Subtotal	\$26,275.84

5809 - MILLERSBURG CITY OF

Investment Type	Balance
Oregon LGIP	\$10,034,974.36
Subtotal	\$10,034,974.36

Grand total \$11,799,655.59

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January 2018 Statement

Open Date: 12/07/2017 Closing Date: 01/05/2018

Account: [REDACTED]



U.S. Bank Business Edge Select Rewards Card
CITY OF MILLERSBURG (CPN 001812278)

Cardmember Service 1-866-485-4545
BUS 30 USB 8 4

New Balance	\$921.33
Minimum Payment Due	\$59.00
Payment Due Date	02/03/2018

Reward Points	
Earned This Statement	11,384
Reward Center Balance as of 01/04/2018	876
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$421.08
Payments		\$0.00
Other Credits	-	\$12.98 ^{CR}
Purchases	+	\$474.23
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	+	\$39.00
Interest Charged		\$0.00
New Balance	=	\$921.33
Past Due		\$10.00
Minimum Payment Due		\$59.00
Credit Line		\$12,000.00
Available Credit		\$11,078.67
Days in Billing Period		30

Payment Options:



Mail payment coupon with a check



Pay online at usbank.com



Pay by phone 1-866-485-4545



Pay at your local U.S. Bank branch

Please detach and send coupon with check payable to: U.S. Bank

CPN 001812278



January 2018 Statement 12/07/2017 - 01/05/2018
 CITY OF MILLERSBURG (CPN 001812278)

Page 2 of 3

Cardmember Service (1-866-485-4545

Business Edge Select Rewards Card

Rewards Center Activity as of 01/04/2018

Rewards Center Activity*	0
Rewards Center Balance	876

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Office Supplies and Service Option Bonus	1,384	1,384
Spend and Get Bonus Points	10,000	0
Total Earned	11,384	11,384

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

***** IMPORTANT CARDMEMBER ALERT ***** Your credit card PAYMENT HAS NOT BEEN RECEIVED and is late. We need to hear from you today because your account is currently past due. PLEASE CALL US at 1-866-790-5371 or GO ONLINE to WWW.USBANK.COM and login or enroll in Internet Banking to review your payment options.

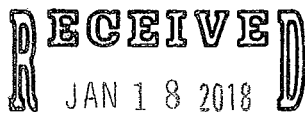
IMPORTANT INFORMATION ABOUT YOUR ACCOUNT TERMS. Please read this notice and keep with your records. Effective January 15, 2018, the 11th sentence of the "INTEREST CHARGE; Method of Computing Balance Subject to Interest Rate" section of your Cardmember Agreement is clarified to read as follows:

To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account

Transactions LEPIN, JIM R Credit Limit \$12000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
01/05	01/04	2621	STAPLES DIRECT FRAMINGHAM MA 01-5340 MERCHANDISE/SERVICE RETURN	\$12.98CR	✓
Purchases and Other Debits					
12/14	12/12	2777	STAPLES 00108290 ALBANY OR 01-5340	\$90.97	✓
12/18	12/14	0454	STAPLES 00108290 ALBANY OR 01-5340	\$19.96	✓
01/02	12/30	0775	STAPLES DIRECT 800-3333330 MA //	\$302.45	✓
01/04	01/03	0771	STAPLES DIRECT 800-3333330 MA //	\$48.27	✓

Continued on Next Page



January 2018 Statement 12/07/2017 - 01/05/2018
 CITY OF MILLERSBURG (CPN 001812278)

Cardmember Service 1-866-485-4545

Transactions LEPIN, JIM R Credit Limit \$12000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
01/05	01/03	8936	STAPLES 00108290 ALBANY OR Total for Account 4798 5312 1875 0588	\$12.58 \$461.25	<u>✓</u>

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Fees					
01/03	01/03		LATE FEE - PAYMENT DUE ON 01/03 TOTAL FEES FOR THIS PERIOD Total for Account 4798 5312 1875 0570	\$39.00 \$39.00 \$39.00	_____

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$39.00
Total Interest Charged in 2018	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
PROMO RATE	\$895.31	\$588.84		\$0.00	0.00%	08/2018
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.24%	
**PURCHASES	\$26.02	\$3.03	YES	\$0.00	13.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	25.24%	

Contact Us

Phone	Questions	Mail payment coupon with a check	Online
Voice: 1-866-485-4545	Cardmember Service	U.S. Bank	usbank.com
TDD: 1-888-352-6455	P.O. Box 6353	P.O. Box 790408	
Fax: 1-866-807-9053	Fargo, ND 58125-6353	St. Louis, MO 63179-0408	



LINN COUNTY SHERIFF'S OFFICE

Bruce W. Riley, Sheriff

1115 S.E. Jackson Street
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:

January

TRAFFIC CITATIONS: -----	14
TRAFFIC WARNINGS: -----	10
TRAFFIC CRASHES: -----	1
ADULTS CITED / VIOLATIONS: -----	0
ADULTS ARRESTED: -----	2
JUVENILES CITED / VIOLATIONS: -----	0
JUVENILES ARRESTED: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED: -----	74
TRAFFIC HOURS-----	37
ADMINISTRATION HOURS-----	2

TOTAL HOURS SPENT IN: MILLERSBURG 139

CONTRACT HOURS= 113 HOURS

**Bruce W. Riley,
Sheriff, Linn County**

By: Sergeant Greg Klein



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, City Engineer
DATE: February 13, 2018
SUBJECT: Clearwater Pavement Condition

Action Requested:

None

Purpose:

The purpose of this memo is to document observations of the pavement condition on Clearwater and the sight distance at the intersection of Clearwater and Old Salem Road.

Background:

At the council meeting on January 9, 2018 citizens brought up concerns about the condition of the pavement on Clearwater. The concerns were regarding cracks in the pavement and the amount of recent construction traffic from the Sweetwater subdivision. There was also a concern about sight distance on the northwest corner of the intersection of Clearwater and Old Salem Road.

Observations and Discussion:

On January 10, 2018, I visited the site and observed the condition of the pavement. Clearwater drive was constructed as two phases of construction. From Luckiamute east was constructed in 1998 as a part of the first addition of the Sweetwater Estates Subdivision. The portion west of Luckiamute was constructed in 2004 as part of the second addition.

The portion of Clearwater west of Luckiamute is exhibiting transverse cracking at regular intervals. These cracks are most often located at a manhole or intersection. This type of cracking, called thermal cracking, is the result of shrinkage of the asphalt surface due to low temperatures or asphalt binder hardening. This type of cracking is typically not associated with traffic loads.

The pavement on Clearwater from Luckiamute east is exhibiting transverse and longitudinal cracks, as well as surface raveling. This is likely due to the age of the pavement and lack of maintenance, not excessive traffic loading.

On both sections of Clearwater, I did not observe rutting or alligator cracking, which would typically be associated with pavement damage due to excessive traffic loading.

I also observed the sight distance at the intersection of Clearwater and Old Salem Road. From the original stop bar, the sight distance to the north is limited by a hedge that runs along the Old Salem Road right-of-way. The hedge does not appear to be overgrown and is appropriately trimmed. At some time in the past, a second stop bar was painted, closer to Old Salem Road. When a vehicle pulls forward to this location, sight distance to the north is not obstructed.

Recommendation:

It is recommended that Millersburg implement a comprehensive pavement maintenance program for the city. Because Clearwater is one of the older streets within the city it should be one of the

first considered for maintenance activities. For the western portion of Clearwater, it is recommended that the cracks be sealed. For the eastern portion, a grind and inlay is recommended.

For the sight distance at the intersection of Clearwater and Old Salem Road, it is recommended that the City speak to the County Road Department about the history of the intersection and stop bar and find out their recommendations regarding this intersection.

Budget Impact:

Budget impacts associated with developing a street maintenance program and associated projects will be addressed separately.

Attachments:

Photos









TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: February 13, 2018 City Council Meeting
SUBJECT: Approval of Agreement for Stormwater System Evaluation and Master Plan

Action Requested: Approval to enter into a Professional Services Contract for a Retainer Agreement to Furnish Consulting Engineering Services to the City of Millersburg with Cardno, Inc., for Stormwater System Evaluation and Stormwater System Master Plan development.

Discussion:

The City of Millersburg, at the March 14, 2017, City Council meeting, received and discussed a proposed scope of work and estimated fee for preparation of a stormwater master plan that had been developed at Council's request. The goal was to provide Council with awareness of what would be required to develop a stormwater master plan. The costs for a stormwater master plan were estimated at \$180,000 to \$190,000. The Council was requested to review the document with the understanding it would likely be on the following month's Council calendar as an action item.

At the April 10, 2017, City Council meeting, a motion was made to move forward with the development of a stormwater master plan which passed unanimously. On October 17, 2017 a Request for Proposal (RFP) for consultant services for a Stormwater Master Plan for the City was published. Upon review of the RFP prior to the due date of November 10, 2017, several critical errors with regard to the Request were identified, and the RFP was withdrawn. Subsequently, a new Request for Statements of Qualifications (RFQ) for Consultant Engineering Services for Stormwater System Evaluation and Stormwater System Master Plan was issued on November 17, 2017.

In response to the RFQ, qualifications statements from six firms were received. Following review and evaluation of the each of the firms' qualifications, Cardno, Inc., was selected as the firm best qualified to meet Millersburg's needs. The City entered into contract negotiations with the Cardno, Inc., last month and has negotiated a scope of work and estimated fees for the project. The attached contract, scope of work, fee estimate and schedules are based on a Not-To-Exceed budget estimate, with benchmarks and City approvals required. We are aware that there may be some areas which may require budget modification, but that would only occur with written concurrence and approval by the City.

Budget Impact:

The estimated cost for completion of the Stormwater System Evaluation and Stormwater Master Plan is \$160,252.00; if all the of the optional tasks are requested by the City. Funding of the project will occur in our current budget year and fiscal year 2018-19. Staff is recommending the Council move to approve funding of \$100,000.00 for fiscal year 2017-18 from the Sewer Utility Fund, Operating Contingency account #06-7000. The 2018-19 proposed Budget will include a line item for the remaining expenses associated with the master plan.

Recommendation:

Staff would ask that Council approve entering into the agreement and authorize the City Manager to sign the attached Professional Services Agreement for a Retainer to Furnishing Consulting Engineering Services to the City of Millersburg including Attachment "A" Scope of Work with

City of Millersburg

Page 2

February 13, 2018

Cardno, Inc. for up to \$160,252.00; and approve funding of \$100,000.00 from the Sewer Utility Fund, Operating Contingency account #06-7000, for the funds estimated to be expended this fiscal year.

Attachments:

Professional Services Agreement for a Retainer to Furnishing Consulting Engineering Services to the City of Millersburg, including Attachment "A" Scope of Work.

MILLERBURG PROFESSIONAL SERVICES AGREEMENT

STANDARD TERMS AND CONDITIONS FOR A RETAINER AGREEMENT TO FURNISH CONSULTANT ENGINEERING SERVICES TO THE CITY OF MILLERSBURG, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of Cardno, Inc., a professional consulting engineering firm, hereinafter referred to as ENGINEER, agrees to provide engineering services to the City of Millersburg, Oregon, a municipal corporation, hereinafter referred to as the CITY, for the development and presentation of a Stormwater System Evaluation and Stormwater System Master Plan for the City of Millersburg as articulated in Attachment A, Scope of Work. Services provided under this agreement shall be authorized in Phases by Notice to Proceed from the City of Millersburg. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the ENGINEER and the CITY shall not be construed to exceed those services and duties specifically set forth in the individual Phases.

This is a retainer agreement that establishes standard terms and conditions for work that will be authorized by the City of Millersburg in Phases. These phases shall establish the scope of services to be provided, compensation for these services and a schedule for completion, as identified in Attachment "A"

ARTICLE II: MODIFICATIONS

The CITY or ENGINEER shall not make modifications to the Phases identified in Attachment A or to these Standard Terms and Conditions except in writing as Phases are authorized or modified under this agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time any modification is proposed by either party. Changes to the scope of work that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE ENGINEER

- A. Notice to Proceed. ENGINEER will not begin work on any Phase until the CITY directs in writing to proceed. Authorization to proceed on additional services shall be in the form of a modification as defined in Article II.
- B. Level of Competence. ENGINEER is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, ENGINEER will apply its experience and judgment.
- D. Document Preparation. ENGINEER will prepare and furnish all design, bid, and contract documents necessary for City review prior to City bid if these services are specifically identified in the scope of services for a particular Task Order.

- E. Record Drawings Preparation. ENGINEER will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. ENGINEER will provide one full-size set of photo mylar record drawings to the CITY. Record drawing preparation shall only be required if specifically identified in the scope of services for a particular Task Order.
- F. Access to Records. ENGINEER agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to ENGINEER in the course of the performance of his duties under the terms of this contract. ENGINEER further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- G. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless ENGINEER for any application of documents for any purpose other than the originally intended use.
- H. State or Federal Requirements. ENGINEER covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, ENGINEER further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition ENGINEER covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.
- I. Oregon Workers' Compensation Law. ENGINEER, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- J. Oregon Identity Theft Protection Act (OITPA). The Engineer, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- K. Taxpayer Identification Number. The Engineer agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the City's obligation to make payment. In the event the Engineer shall fail to complete and return the W-9 Form to the City, payment to Engineer may be delayed, or the City may, in its discretion, terminate the Contract.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. The CITY shall authorize ENGINEER in writing to proceed prior to ENGINEER starting work on each Phase of the project.
- B. Access to Records, Facilities and Property. The CITY shall comply with reasonable requests from ENGINEER for inspection or access to the CITY's records, facilities, and properties.
- C. Timely Review. The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of ENGINEER.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services identified in individual Phases in accordance with the amount and basis of compensation included with each Phase and the compensation provisions in this agreement.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any ENGINEER billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

ENGINEER agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of ENGINEER, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, ENGINEER shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below, which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A-VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the City.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. *Commercial General Liability*: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. *Automobile Liability*: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. *Workers' Compensation*: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. *Professional Liability*: Insurance on an occurrence or claims made basis with 24 month extended reporting period.

B. Minimum Limits of Insurance:

ENGINEER shall maintain limits no less than:

1. *Commercial General Liability:* \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products / Completed Operations Aggregate

The General Aggregate and Products/ Completed Operations Aggregate shall apply separately to this project.

2. *Automobile Liability:* \$2,000,000 Per Occurrence
3. *Employers Liability:* \$ 500,000 Each Accident
 \$ 500,000 Disease Aggregate
 \$ 500,000 Disease Each Employee
4. *Professional Liability Insurance:* \$2,000,000 Per incident / Claim
 \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions:

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Clause:* The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF Millersburg and its officers, agents, and employees as Additional Insured on any insurance policies required herein with respect to ENGINEER'S or any sub-contractor's activities being performed under the Agreement. **The Certificate of Insurance must include a copy of the Additional Insured endorsement.** Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. *Workers' Compensation and Employers Liability Coverage:* The insurer shall agree to waive, by endorsement, all rights of subrogation against the City of Millersburg, its officers, employees, and agents for losses arising from work performed by the ENGINEER for the CITY.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of subconsultants by ENGINEER or subsidiary or affiliate firms of ENGINEER for technical or professional services shall not be considered an assignment of a portion of this agreement, and ENGINEER shall remain fully responsible for the work performed, whether such performance is by ENGINEER or subconsultants. No subconsultants shall be used without the written approval of the City.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and ENGINEER.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. ENGINEER may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The ENGINEER may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, ENGINEER shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. ENGINEER shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor ENGINEER shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or any other emergency beyond the parties' control.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County Circuit Court, Oregon.

CONSULTANT:

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Mailing Address: _____

Telephone No.: _____

Fax No.: _____

Tax Identification No.: _____

CITY OF MILLERSBURG, OREGON:

Date: _____

By: _____

Kevin Kreitman – City Manager; City of
Millersburg

Attachment A

Scope of Work

The City of Millersburg (City) is developing a Stormwater Master Plan that provides a clear understanding of existing stormwater infrastructure and an outline of stormwater projects to address both existing and future system capacity needs, and improvements to protect and improve water quality. This Master Plan Project will include the development of stormwater system mapping, modeling the system to develop an understanding of the existing system and potential impacts of future development, developing a list of Capital Improvement Projects (CIPs) to address existing problem areas and a strategy for expanding the system to safely accommodate future development. The project will be fully documented in a document at the end of the project.

Included in the scope of work is the attached Project Budget and Project Schedule. The fee provides the estimated staff hours and not to exceed budgets. The schedule provides the estimated project timeline and presents the accelerated Crooks Creek analysis within the overall project schedule.

The project will be developed in phases with clean break points to allow the City to progress with individual work orders. With the exception of Task 1, each task will be documented in a technical memorandum that will form chapters in a final stormwater management plan document. Project management will not be an individual task but will be included in each of the major task and phases. The following are the two-phase breakdown:

Phase 1 - Develop an understanding of the City System

- Task 1 – Project Kick-off
- Task 2 – Develop System Map
- Task 3 – Develop model of existing system
- Task 4 – Analysis of Existing System
- Task 5 – Open House

Phase 2 – Develop Project Recommendations and Documentation

- Task 6 – Provide Recommendations for a CIP
- Task 7 – Open House or Council Meeting
- Task 8 – Draft and Final Master Plan Documents

Optional Tasks – Data Collection

Phase 1 – Develop an Understanding of the City System

Task 1. Project Kick-off and Management

Objective: To provide project kickoff and coordination between Cardno and the City of Millersburg.

Activities: The following activities are included in this task:

- *Kick-off Meeting:* Conduct a kick-off meeting with the City and project team to confirm the project objectives. Prior to the meeting, Cardno will prepare a data request list, documenting data needs from the City. Other agenda items will include public and stakeholder involvement, schedule, and project communication.

- *Data Collection:* Cardno will coordinate data collection and review the quality of collected data. This will include a data request list, phone calls discussing data and reviewing and geographically coordinating data that is collected.
- *Develop a List of Data Gaps:* Following the completion of the initial data gathering effort, Cardno will develop a list of missing data and provide a suggested plan to collect data. This will allow the City to review the consequences of proceeding without the missing data.
- *Meetings, Progress Reports and Invoicing:* Cardno will provide monthly progress reports with invoicing to provide a breakdown of percent complete and status of each task. A draft of each deliverable will be submitted before the 80% complete status for the task. We anticipate weekly meetings via phone and monthly coordination meetings at the City.

Deliverables: The following deliverables are included in this task:

- Kick-off meeting agenda / Minutes
- Data request list
- Data Gap list
- Meetings and Progress reports with Invoicing

Assumptions: The following assumptions were made for this task:

- Weekly project coordination meetings conducted via telephone and monthly coordination meetings held at the City.
- Throughout project, City will facilitate data collection by coordinating with other agencies when requesting information and possibly providing resident liaison when inspecting field conditions on private property.
- Additional project meetings are included in technical tasks below.

Task 2. Develop System Map

Objective: To develop GIS based City maps of the stormwater system. The maps will inventory and display the existing system including drainage basin delineation, culverts, pipe systems, open channel conveyances, detention ponds on public and private property, and other water bodies. The maps will show the complete stormwater system including areas outside the City limits to discharge points at the Willamette and Santiam Rivers.

Activities: Prior to the project kick-off meeting, Cardno will review existing information provided by City staff. Cardno will also review information provided during the project. The information includes the following:

- *GIS Database:* Cardno will review the City's existing storm drainage information provided by the City. A desktop analysis will be conducted of existing maps and as-built drawings, water and sewer maps and other information provided by the City. A map will be developed using the LIDAR information, county and City maps. Using the data gap list developed in Task 1, Optional Task A may be required to complete the maps. Where inconsistent data gaps are present, Cardno will develop a priority list of field data needs and coordinate with City staff to collect the required data.
- *Field Reconnaissance:* Cardno staff will conduct field reconnaissance to develop an understanding of site conditions, to confirm record drawings, access system function, and to coordinate further field surveying. This work is not meant to provide accurate survey information for the City but only to confirm the general layout and connectivity

of the system, look for debris and sediment, and confirm stormwater system general functionality.

- *Develop Maps:* Using the collected information City Stormwater maps will be developed that will include the city's storm system, basin delineation, soils and wetland information, drainage patterns and zoning map.

Deliverables: The following deliverables are included in this task:

- Stormwater System Information in GIS Compatible Format
- Tech Memo documenting data gathering and development process for maps.
- Maps of the City Storm System including maps of each basin (11x17 format)

Assumptions: The following assumptions were made for this task:

- Fieldwork to collect additional stormwater inventory data is included as Optional Task A below.

Task 3. Develop Model of Existing System

Objective: To develop a hydrologic/hydraulic model of the City's stormwater system (pipes, manholes, open channel conveyances, and drainage areas) to represent both existing and future flows.

Activities: The following activities are included in this task:

- *Develop Stormwater Network:* Using the GIS system inventory updated in Task 2, land use information provided by the City, and topography data, Cardno will establish drainage basin boundaries and hydrologic characteristics for areas draining to and through the City to the point of discharge to the Willamette and Santiam Rivers. A model of existing hydrologic and hydraulic conditions will be developed using the XPSWMM. The modeled network will include all critical storm system piping (may be as small as 10-inch diameter), culverts associated with the identified creek systems, detention ponds, open channel conveyances to the point of discharge to the Willamette and Santiam Rivers. It will not include small catch basin leads or small driveway culverts. At the end of the project model files will be provided to the City in XP SWMM format.
- *Model existing and Future Land Use:* Two modeled scenarios will be developed to represent existing land use information and future (build-out) land use to represent expected development conditions as defined by the City's planning documents. The models will include simulation of the 2-, 10-, 25-, 50-, and 100-year, 24-hour, Type IA storm events for the Millersburg vicinity.

Model validation will use all available data. If optional Task A.4 below is approved the flow monitoring data will be used for model validation. Several additional sources will be used including a comparison of anecdotal information of observed flow conditions to modeled flows. Modeling results (basin boundaries, peak flows, and surcharge areas) will be documented as GIS shapefiles, so that the City has access to modeling data and results.

Cardno will acquire and review HEC RAS models prepared for FEMA's Flood Insurance Study to evaluate conditions in open channels within the city limits. Cardno will incorporate recent updates to the FEMA floodplain mapping into this project evaluation. All information will be coordinated to the same vertical datum.

- *Modeling Discussion Meeting:* Cardno will present the findings to the City, highlight problem areas and potential solutions. The discussion will also present modeling accuracy, verification, and calibration.

- *Technical Memorandum:* Cardno will develop a TM presenting the model techniques and results.

Deliverables: The following deliverables are included in this task:

- Technical Memorandum on Modeling Methodology
- Hydrologic and Hydraulic Modeling Results
- Electronic modeling files in XPSWMM format at project completion
- GIS shapefiles documenting existing and future flow rates at key locations

Assumptions: The following assumptions were made for this task:

City staff will provide Cardno with flow observations if available for model verification.

- City staff will provide Cardno with future population growth and land use projections.
- No changes or updates to the HEC RAS models are included in this scope of work.

Task 4. System Analysis

Objective: To identify existing system and future capacity issues and stormwater infrastructure needs.

Activities: The following activities are included in this task:

- *Evaluation Criteria and Process Modeling Results:* Cardno will work with City staff to establish design criteria for the performance of stormwater infrastructure. Design criteria will identify when system improvements are required in the form of either downstream capacity improvements or upstream flow control.

Cardno will use the hydraulic models from Task 3 to analyze the functionality of the existing stormwater system to convey both current and future predicted flows. The existing systems within each drainage basin will be analyzed to determine capacity currently available to serve future development.

Capacity problem areas will be compared to reports of flooding, including City and County compliant records, resident reports collected at the open house (Task 5) and any other reports of flooding including any potential information collected from the optional task A.4. A technical memorandum (TM) will be developed describing the system analysis process and will include documentation of problem areas.

Cardno will conduct an analysis to identify opportunities to retrofit the storm drainage infrastructure for improved capacity to address flooding problems and water quality improvement. This analysis will include an evaluation of existing detention basins with recommendations to expand or remove the existing basins. Cardno will conduct a future system analysis to identify capacity upgrades or new trunk lines needed to support buildout of the City.

- *Technical Memorandum:* Cardno will develop a TM to document the evaluation criteria and the system analysis.

Deliverables: The following deliverables are included in this task:

- Design Criteria
- Problem Areas
- Retrofit Strategies and Future Infrastructure Needs
- TM of analysis process and documentation of existing and future problem areas.

Assumption: The following assumptions were made for this task:

- Cardno will accelerate the analysis of the Crooks Creek area to evaluate the problem

areas and develop potential solutions to the known problem areas within this basin.

- The future growth analysis will focus on identifying conceptual locations for public infrastructure facilities. Design of stormwater systems within individual development areas will be the responsibility of the developer with approval from the City.

Task 5. Public Open House

Objective: Cardno will attend and develop presentation material for an open house.

Activities: The following activities are included in this task:

- Work with the city to develop agenda and presentation quality material of work to date. Cardno staff will attend and present at a public open house to collect community input on problem areas from residents and to present work to date to the public.

Deliverables: The following deliverables are included in this task:

- Presentation Quality Maps and information for open house.
- Summary of information collected at open house.

Assumption: City staff will lead open house, advertise and arrange room for open house.

Phase 2 – Develop Project Recommendations and Documentations

Prior to starting with Phase 2, the consultant will meet with the City to discuss the accuracy of the modeling results compared with anecdotal flow information. At this time, the City will determine whether the consultant is to move forward with existing information or to pause the project and collect monitoring information as described in optional Tasks A.4 and A.5.

Task 6. Provide Recommendations for a CIP

Objective: To establish a Stormwater CIP for existing problems and strategy to expand City system.

Activities: The following activities are included in this task:

- *CIP Strategy Meeting:* Cardno will conduct a CIP Strategy Meeting with City staff to facilitate discussion of the City's goals and to set design criteria for a CIP program. The Strategy Meeting will also be used to discuss preliminary project alternatives and establish project prioritization.
- *CIP Development:* CIP development will be conducted to create a list of capital projects that address critical needs and top priorities. When possible, problem areas will be combined into single projects that serve multiple objectives, such as integrating enhanced water quality treatment with necessary capacity improvements. Project fact sheets will be developed for each major project, showing project information, plan view drawings, project costs, and relative priority on a single page.
- *CIP Cost Estimation:* Planning level project cost estimates will be prepared for each project. Project costs will include capital expenses, engineering design and administrative costs. Annual expenses for activities associated with maintenance of any recommended non-piped, structural stormwater controls will be included. Recent bid documents and unit cost estimates for local clients that have already been compiled will be utilized in this task. Project costs will be tied to the current Engineering News-Record Construction Cost Index for Seattle.

- *Project Prioritization:* Using the rating criteria established in the CIP Strategy Meeting rank projects based on City priorities. Projects will be categorized as short-term, medium-term, or long-term targets based on priority and design considerations.
- *Technical Memorandum:* Cardno will develop a draft for review and final technical memorandum summarizing the work conducted in Task 6 and the final recommendations, cost and project prioritization.

Deliverables: The following deliverables are included in this task:

- CIP prioritization criteria
- CIP project sheets (maps, design plan view drawings, descriptions, and cost estimates)
- CIP prioritization and proposed schedule
- Technical Memorandum documenting CIP process and recommendations

Assumptions: The following assumptions were made for this task:

- The City will participate in the CIP strategy meeting and project prioritization.
- Cost estimates will be developed using the Seattle ENR Construction Cost Index.

Task 7. Open House or Council Meeting

Objective: Finalize the public outreach for the final master plan recommendations.

Activities: Work with the city to develop agenda and presentation quality material of work to date. Cardno staff will attend and present master plan findings and future CIP program as either open house or City Council meeting.

Deliverables: The following deliverables are included in this task:

- Presentation Quality Maps and information for open house.
- Summary of information collected at open house.

Assumption: City staff will lead open house, advertise and arrange room for open house.

Task 8. Draft and Final Master Plan Documents

Objective: To submit draft and final Master Plan Documents.

Activities: The following activities are included in this task:

- *Draft Master Plan:* Cardno will incorporate all TMs prepared throughout the project into a concise Master Plan that reflects stormwater program goals, projects, and activities through buildout of the City limits. An Executive Summary will highlight the major findings and recommendations from the Master Plan. Detailed technical information, such as modeling data and cost estimates, will be included as appendices. Cardno will prepare a Draft Master Plan for Staff and Council Review and a Final Master Plan, incorporating City and Council comments.
- *Final Master Plan:* Following review comments, a final report will be prepared documenting the project findings and presenting the future stormwater program.
- Final GIS and Modeling files will be delivered to the City.

Deliverables: The following deliverables are included in this task:

- Draft Master Plan in electronic format as both PDF and word documents

- Final Master plan in printed and electronic format
- Stormwater inventory GIS files in electronic format
- Hydrologic and hydraulic modeling files in electronic format

Assumptions: The following assumptions were made for this task:

- The City's Project Manager will coordinate City review and provide consolidated direction to Cardno at review meetings.
- Ten final copies of the Master Plan will be produced. Draft copies will be distributed electronically.

Optional Tasks

The following tasks are optional and will only commence with written authorization from the City. These tasks were developed to provide additional information or confirm accuracy of existing information that will help support the master plan effort.

Task A Optional survey and system confirmation fieldwork

Objective: To provide greater quality of the system data for project modeling and to confirm functionality of the system.

Activities: **As an optional Task**, Cardno can conduct the following fieldwork to provide more accuracy and assurances of the final model developed. The following optional task is provided for review and to be executed by the City if required. The focus of the work below will be within public ROW, however the consultant will collect critical information on private property if the City obtains permission to enter the property. For the attached fee estimate, Cardno assumed collecting small amounts of critical data on private properties on the same day as collecting other data in the area (no special trips for private property). The Task include the following:

- A.1 *Setup GPS Control:* Cardno will use existing control points throughout the City to develop a GPS control system throughout the City. This control will be used for surveying sites throughout the City in the following sub-task.
- A.2 *Collect Missing Culvert and Bridge Data:* Using the GPS network developed Cardno crews will collect inverts, pipe sizes, road elevations, sediment conditions along with pictures. This data will be inserted into the GIS system and included in the modeling effort. It is assumed most cross-sections will be developed using LIDAR, however if there are places where more data is required it will be collected at this time.
- A.3 *Confirm Record Drawings:* Cardno survey crew will visit two locations per development to confirm record drawings. The locations and development projects will be reviewed and coordinated with City Staff prior to conducting the work. We have estimated a week of work but this level of effort will be on the number of locations selected.
- A.4 *Develop two Monitoring Sites:* Cardno will work with a small contractor to develop two monitoring sites, Murder Creek and Crooks Creek, using rented monitoring equipment.
- A.5 *Collect Calibration Data:* The cost includes 5 months of monitoring equipment rental over the 2018-2019 winter season, collection and analysis of the flow data and taking down the site by Cardno. With permission from the City of Albany, Cardno will also use existing data collected on Truax Creek, Burkhart Creek and Cox Creek.

Deliverables: The following deliverables are included in this task:

- GPS level Stormwater System Inventory in GIS Format
- Maps of the City Storm System

Assumptions: The following assumptions were made for this task:

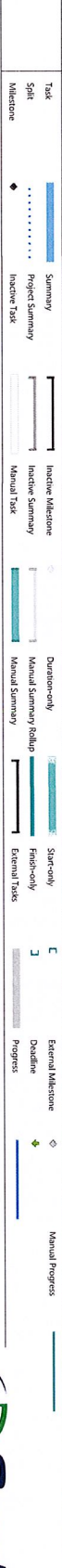
- The work will be conducted in public ROW and will not require private property coordination.

City of Millersburg
Stormwater Master Plan
Project Budget

Millersburg Stormwater Master Plan Draft Fee Estimate (1-22-18)	PM \$ 164	QA/QC \$ 170	Project Engineer \$ 127	Designer/ Modeler \$ 101	Project Admin \$ 60	Survey Office \$ 95	Survey Crew \$ 160	Flow Gage/ Site / Month \$ 1,200
Task 1 - Project Kick-off	\$ 8,060	18	0	10	38	0		
1.1 Kick-Off Meeting	\$ 2,120	8			8			
1.2 Data Collection/Review	\$ 5,006	8		10	24			
1.3 Data Gap List	\$ 934	2			6			
Task 2 - Develop System Map	\$ 19,580	18	0	18	142	0		
2.1 Generate GIS Database	\$ 9,170	2		6	80			
2.2 Field Work and Network Files	\$ 4,850	8		4	30			
2.3 Develop Maps and Tech Memc	\$ 5,560	8		8	32			
Task 3 - Develop Model of System	\$ 24,270	18	6	38	152	2		
3.1 Develop Stormwater Network	\$ 8,662	2		2	80			
3.2 Model Existing and Future Land Use	\$ 7,408	4	4	16	40			
3.3 Modeling discussion Meeting	\$ 1,464	4			8			
3.4 Technical Memorandum	\$ 6,736	8	2	20	24	2		
Task 4 - System Analysis	\$ 8,500	12	2	16	40	2		
4.1 Evaluation Criteria and Process Model Results	\$ 3,288	4		8	16			
4.2 Technical Memorandum	\$ 5,212	8	2	8	24	2		
Task 5 - Public Open House	\$ 2,928	8	0	0	16	0		
5.1 Prepare and Attend Open House	\$ 2,928	8			16			
Task 6 - Project Recommendations for CIP	\$ 22,858	40	2	0	158	0		
6.1 CIP Strategy Meeting	\$ 7,422	12			54			
6.2 CIP Development	\$ 7,372	8			60			
6.3 CIP Cost Estimating	\$ 2,120	8			8			
6.4 Project Prioritization	\$ 2,864	8	2		12			
6.5 Technical Memorandum	\$ 3,080	4			24			
Task 7 - Open House or Council Meeting	\$ 2,524	8	0	0	12	0		
7.1 Prepare and Attend Council Meeting	\$ 2,524	8			12			
Task 8 - Master Plan Documents	\$ 20,264	24	4	24	120	8		
8.1 Draft Master Plan Documents	\$ 12,152	12	2	12	80	4		
8.2 Final Master Plan Documents	\$ 8,112	12	2	12	40	4		
Reimbursable	\$ 1,000							
Total	\$ 109,984	146	14	106	678	12		
Optional Tasks	\$ 50,268	28	0	0	116	0	24	108
A.1 Setup GPS Control	\$ 4,784	4			8		8	16
A.2 Culverts, Bridges and older infrastructure	\$ 12,984	8			32		8	48
A.3 Confirm Record Drawings	\$ 11,704	8			32		8	40
A.4 Develop Two Calibration Sites (Crooked and Murder Creek)	\$ 4,504	4			8			4
A.5 Collect Calibration Flow Data (2 Sites - 5 months)	\$ 16,292	4			36			2

City of Millersburg
 Stormwater Master Plan
 Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project Kick-off	13 days	Wed 2/21/18	Thu 3/8/18	
2	Kick-off meeting	1 day	Mon 2/26/18	Mon 2/26/18	
3	Data Collection	10 days	Wed 2/21/18	Tue 3/6/18	
4	List of Data Gaps	2 days	Wed 3/7/18	Thu 3/8/18	
5					
6	Develop System Maps	23 days	Wed 3/7/18	Fri 4/6/18	
7	GIS Database	20 days	Wed 3/7/18	Tue 4/3/18	
8	Field Visits	5 days	Wed 3/7/18	Tue 3/13/18	
9	Crooks Creek Map	5 days	Mon 3/12/18	Fri 3/16/18	
10	Develop Maps	10 days	Mon 3/26/18	Fri 4/6/18	
11					
12	Develop Storm Model	60 days	Mon 3/19/18	Fri 6/8/18	
13	Storm Network	26 days	Mon 4/9/18	Mon 5/4/18	10
14	Crooks Creek Model	10 days	Mon 3/19/18	Fri 3/30/18	9
15	Models	15 days	Tue 5/15/18	Mon 6/4/18	13
16	Modeling Meeting	1 day	Wed 5/30/18	Wed 5/30/18	
17	Tech Memo	5 days	Mon 6/4/18	Fri 6/8/18	
18					
19	System Analysis	11 days	Mon 6/11/18	Mon 6/25/18	
20	Evaluate Results	10 days	Mon 6/11/18	Fri 6/22/18	
21	Tech Memo	4 days	Wed 6/20/18	Mon 6/25/18	
22					
23	Public Open House	1 day	Wed 6/27/18	Wed 6/27/18	
24	Open House	1 day	Wed 6/27/18	Wed 6/27/18	
25					
26	Recommendations	31 days	Fri 6/29/18	Fri 8/10/18	
27	CIP Strategy Mtg	1 day	Fri 6/29/18	Fri 6/29/18	
28	CIP Development	15 days	Mon 7/9/18	Fri 7/27/18	
29	CIP Cost Estimates	3 days	Wed 7/25/18	Fri 7/27/18	
30	Prioritization	5 days	Mon 7/30/18	Fri 8/3/18	
31	Tech Memo	5 days	Mon 8/6/18	Fri 8/10/18	
32					
33	Open House /Council	1 day	Tue 8/14/18	Tue 8/14/18	
34	Council Meeting	1 day	Tue 8/14/18	Tue 8/14/18	
35					
36	Master Plan Documents	30 days	Mon 8/6/18	Fri 9/14/18	
37	Draft Master Plan	10 days	Mon 8/6/18	Fri 8/17/18	
38	Final Master Plan	20 days	Mon 8/20/18	Fri 9/14/18	
39					
40	GPS Control	3 days	Mon 2/26/18	Wed 2/28/18	
41	Culvert, bridge	5 days	Thu 3/1/18	Wed 3/7/18	40
42	Confirm Records	5 days	Thu 3/8/18	Wed 3/14/18	41



Project/Project Date: Tue 2/6/18

Task Split Milestone

Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

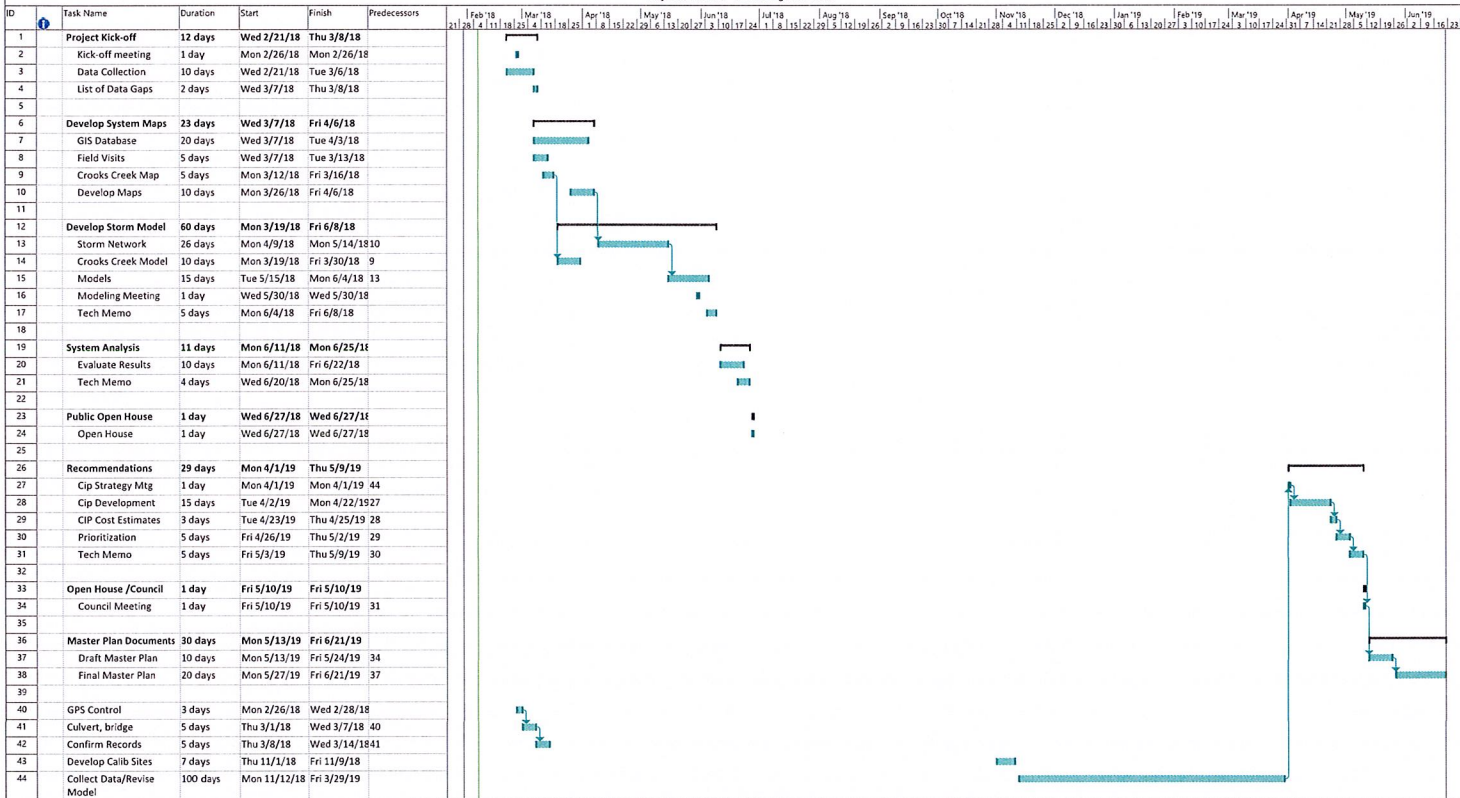
Duration-only Manual Summary Relup Manual Summary

Start-only Finish-only External Tasks

External Milestone External Milestone Progress

Manual Progress

City of Millersburg
Stormwater Master Plan
Project Schedule 2 - Monitoring Alternative



Project: Project scedule 1
Date: Tue 2/6/18

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	

Page 1



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Mark Yeager and Janelle Booth
DATE: February 13, 2018

SUBJECT: Phase II Municipal Separate Storm Sewer System (MS4) Stormwater General Permit

Action Requested:

No Council action required. Staff will provide background information and a status report on the recently issued Oregon Department of Environmental Quality (DEQ) draft Phase II Municipal Separate Storm Sewer Systems (MS4) Stormwater General Permit.

Discussion:

The DEQ has identified Millersburg as one of seven smaller communities in Oregon that will be required to obtain a permit to continue to discharge stormwater to waters of the state. In June 2016, the Millersburg council was briefed on the upcoming MS4 Phase II Permit schedule and potential impacts to the City. At that time, the City considered pursuing a waiver which would have exempted Millersburg from the permit. Through a series of meetings with the DEQ, it was determined that due to current population and rate of growth, Millersburg was unlikely to be granted a waiver. Therefore, Millersburg elected to participate in the permit process. Since that time, the DEQ has revised the draft permit and Millersburg has requested that DEQ reconsider the waiver and is awaiting a response.

After many years of effort and several previous draft permits, the DEQ issued for public comment its latest draft Phase II MS4 Permit on November 27, 2017. Staff has been reviewing the most recent draft documents since issuance and is prepared to provide an update to Council. To provide permit context and background to Council, as well as a status report, this memorandum is structured as a series of questions and answers.

Why is Millersburg required to get a stormwater discharge permit? When the Federal Clean Water Act was adopted in 1972, the primary focus of the law was the cleanup of point source pollution from industrial wastewater and municipal sewage discharges. At that time, discharges of stormwater were exempted from regulation. In 1987, the Federal Water Quality Act was adopted updating the Clean Water Act and requiring regulation of discharges from MS4's. The 1987 law required the Environmental Protection Agency (EPA) to adopt rules governing the permitting of stormwater discharges from MS4s.

In 1990, the EPA issued the Phase I rule regulating stormwater discharges for municipalities with populations greater than 100,000 and for industrial stormwater discharges. The Phase II Stormwater Rule was issued in December 1999 requiring permitting for MS4s serving Census-defined urbanized areas with populations greater than 50,000. The Phase II rule also granted authority to permitting agencies, in this case Oregon DEQ, to designate and include other communities with populations less than 50,000 in the permitting program after a determination that their stormwater discharges cause, or have the potential to cause, an adverse impact on water quality.

Following completion of the 2000 Census, the population of Albany's urbanized area, which includes Millersburg, Jefferson, Tangent, Albany and portions of Linn County, was barely under 50,000 and therefore was not automatically designated for inclusion in the stormwater permitting program. The DEQ did not go through the process at that time to evaluate stormwater discharges from the urbanized area and did not make the required determination for inclusion in the permitting program. However, upon conclusion of the 2010 Census, the urbanized area's population exceeded the 50,000-person threshold, and it is now automatically included in the required permitting program.

Communities in the Albany urbanized area initially proposed for inclusion in the stormwater permitting program were the cities of Jefferson, Tangent, Albany, and Millersburg, as well as areas in Linn County within Albany's urbanized area. Jefferson and Tangent successfully pursued an exemption from stormwater permitting requirements, while Millersburg, Linn County, and Albany remain in the program and will be required to apply for a stormwater discharge permit.

What is the history of the Phase II MS4 stormwater permit development in Oregon?

Following adoption of the Phase II rules by EPA in 1999, Oregon DEQ developed and issued, mostly in 2007, individual Phase II stormwater permits to ten cities, four counties, and one special service district. By statute, these permits have a five-year duration, and provided that the permit holder makes renewal application to DEQ within 180 days prior to the expiration date of the permit, the permits are administratively extended until a new permit is issued. All the existing permits in Oregon for the Phase II communities are currently expired and have been administratively extended.

Approximately six years ago, the DEQ began the process to develop a revised Phase II stormwater permit to be issued to the existing Phase II communities and to the newly designated Phase II communities (five cities, including Millersburg, and two counties) following the completion of the 2010 Census. The DEQ made the decision that it was no longer going to issue individual permits to these communities because of their concern about the administrative burden to the DEQ associated with issuance and management of individual permits. The DEQ is planning to issue one general permit that is applicable to all Phase II communities regardless of the size of the community and without consideration of whether the community is new to the stormwater permitting program or is a renewing Phase II stormwater community. The difference between a general permit and an individual permit is the DEQ general permit has specific compliance requirements that every permitted community will be required to meet regardless of size, capability, or any other factor. Previously, the individual permits had a limited number of common requirements for all communities and allowed the permitted community to tailor its stormwater program through the development and adoption of their Stormwater Management Plan (SWMP).

The DEQ began this permit development process by creating a stakeholder advisory committee, holding numerous meetings and listening sessions, and issuing multiple informal and formal drafts of a proposed general permit. Throughout this process, the DEQ and stakeholders have been unable to reach a consensus regarding the proper permit format (individual or general permit), or the extensive permit requirements. The DEQ is determined to issue a single general permit to all Phase II communities and is now seeking public comment on its latest formal draft general permit issued November 27, 2017.

How many communities in Oregon already have stormwater discharge permits?

Approximately 20 communities are currently covered by Phase I stormwater permits. Some communities are covered under the umbrella of a single entity such as Clean Water Services in Hillsboro; others, like Eugene and Salem, have their own individual Phase I permits. As noted previously, there are 15 entities in Oregon currently covered by individual Phase II stormwater permits and seven more will be required to apply for coverage under the revised Phase II permit.

What do the Phase II MS4 regulations require? When the Clean Water Act was amended in 1987 to include controls and requirements for stormwater, Congress recognized that managing stormwater presents very specific and different challenges than managing wastewater. Because the occurrence of stormwater is seasonal and intermittent, and because the frequency and intensity of rainfall events vary widely throughout the nation, Congress established a different standard for managing stormwater discharges than that required for wastewater discharges.

Wastewater discharge permits are based on requirements to meet specific effluent limits at the end of the pipe. These types of requirements typically include numeric limits and compliance is based on laboratory sampling. Stormwater discharges are not regulated based on these numeric limits. Instead, the Federal stormwater regulations envision that communities will tailor their stormwater programs to reduce the discharge of pollutants to the “maximum extent practicable” (MEP). The preamble to the 1999 rule issued by EPA stated, “MS4s need the flexibility to optimize reductions in stormwater pollution on a location-by-location basis.” Factors such as, “MS4 size, climate, implementation schedules, current ability to finance the program, beneficial uses of receiving water, hydrology, geology, and capacity to perform operation and maintenance” are to be considered in determining MEP for each community. To reach MEP, permitted MS4s must develop and implement a series of best management practices (BMPs) in six minimum control measure areas:

- Public Education and Outreach on Storm Water Impacts
- Public Participation/Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-construction Storm Water Management in New Development and Redevelopment
- Pollution Prevention/Good Housekeeping for Municipal Operations

Do the existing Phase I and Phase II permits in Oregon all have the same requirements? All existing municipal stormwater permits in Oregon, both Phase I and Phase II, are individual permits that have the uniform basic requirements for a limited number of things like reporting and record keeping. All the permits also require each individual community to develop and submit to DEQ a Stormwater Management Plan (SWMP) that details what actions that community is going to take to reduce stormwater pollution to the MEP within their community. Through the SWMP, each community can design a stormwater program that recognizes the community’s water quality priorities and respects the community’s financial and administrative capabilities. That SWMP is publicly reviewed and approved by DEQ and becomes an enforceable portion of the permit. The DEQ has stated that this method of issuing individual permits is too time intensive for DEQ staff. In the recently issued draft Phase II MS4 General Permit, DEQ is asserting that it has the authority to determine MEP for all Phase II programs and has issued a one-size-fits-all general permit, that is very prescriptive, for all Phase II communities. This approach essentially ignores the basic premises of MEP in the 1999 EPA Stormwater Rule.

What is the status of the most recent draft of Phase II MS4 General Permit? The DEQ issued its latest draft of the Phase II MS4 general permit on November 27, 2017. The public comment period began upon issuance of the permit. A public hearing was held in Eugene on Monday, January 29, 2018, with final comments due by 5:00 p.m., February 20, 2018.

What are the summary requirements in the draft Phase II General MS4 Permit? As mentioned previously, the draft Permit is based on DEQ's determination of MEP for all Phase II communities. It is a one-size-fits-all permit regardless of whether the community has an existing stormwater program and permit. New communities required to get a permit must meet the same requirements in the five-year permit term as communities with fully developed programs. For the most part, small communities (less than 10,000 population) must also meet the same requirements. There are major elements of the draft permit that are technically infeasible, many requirements are financially burdensome with no water quality benefit, and the basic premises of the permit may be subject to legal challenge including the MEP standard, unfunded mandates under the Oregon Constitution, home-rule charter principles, and proportionality of development requirements.

What is happening now to review and develop comments on the draft permit? Several communities are participating in collaborative efforts currently underway to comment and provide feedback to DEQ on the draft permit. Partners in this effort include the League of Oregon Cities (LOC), Oregon Special Districts Association (SDAO), and the Oregon Association of Clean Water Agencies (ACWA), Association of Oregon Counties (AOC), National Association of Clean Water Agencies (NACWA) and the Oregon Homebuilders Association (OHBA).

There are three broad categories of analysis – legal review, technical feasibility, and requirements that exceed program development capacity within the five-year permit term. Several communities have partnered with Oregon ACWA to hire legal counsel to conduct a review of the draft permit. Through this review, those portions of the permit that may conflict with state and federal law will be identified, and legal arguments against the structure and requirements of the draft permit will be developed. The legal concerns include:

- By proposing to issue one general permit for all Phase II permittees, the DEQ is violating the principles of MEP as articulated in the EPA stormwater rule;
- The DEQ is requiring permittees to meet permit conditions that exceed our jurisdictional authority (e.g., on-site septic system investigations);
- By including permit conditions that exceed the federal minimum requirements without providing state funding, the DEQ may have created an unfunded mandate as defined in the Article XI, section 15 of the Oregon Constitution;
- DEQ is requiring communities to provide “adequate finances, staff, equipment, and other support capabilities” to implement the permit as stipulated by DEQ;
- The draft permit also contains language that prohibits the discharge of stormwater that could “cause or contribute to a violation of a water quality standard as established in OAR 340-041.” Inclusion of this language in the permit effectively prohibits the discharge of any stormwater without being in violation of the permit.

A few of the many examples of the technical infeasibility of the draft permit include:

- The post-construction stormwater program requirements are unclear but seem to include a stormwater retention requirement for all new development or redevelopment activity

creating 5,000 square feet or more of new impervious area. For many reasons, the implementation of the proposed post-construction stormwater program is not feasible. Staff has concerns about overall development costs and program complexities that may result in some currently developable properties being unable to develop if the permit requirements remain as written;

- The on-site septic system investigation requirements of the draft permit will require municipal employees to gain access to private property to determine whether private septic systems are in good working order;
- For construction site stormwater runoff control, a requirement to “provide an opportunity for the public to submit information about whether the site plan under construction demonstrates compliance with the ordinance or other regulatory mechanism required.” This will create a direct conflict with timelines for building permit issuance stipulated in ORS 455.467.

What is the estimated cost to comply with the draft stormwater permit? Millersburg is currently implementing two of the six stormwater control measures to a limited extent as a result of requirements issued by DEQ in the Willamette Basin TMDL. For instance, Millersburg requires some limited construction site runoff control, as well as some elements of pollution prevention/good housekeeping activities. Expansion of existing programs and implementation the newly required stormwater permit programs described in the current draft Phase II permit within the five-year permit term will place a financial burden on the residents of Millersburg.

Actual costs to Millersburg for implementation of these programs have not yet been determined. First-year costs will be greater due to startup of the permit program.

What is the bottom line? The draft Phase II MS4 Stormwater Permit represents a significant departure from previously issued stormwater permits in Oregon. As mentioned above, there are many concerns about the draft permit and the DEQ’s approach. If Millersburg were to apply for and accept the draft permit as proposed, the City would be immediately at risk for permit violations and could be subject to enforcement by DEQ or by third-party litigants. The Clean Water Act allows third parties to sue to ensure enforcement of permit requirements.

As mentioned previously, Millersburg is pursuing the possibility of a waiver which will exempt the City from this permit and is working with other communities, Oregon ACWA, and other organizations such as the League of Oregon Cities to develop comments on the draft permit. Once public comments have been submitted (due February 20), the DEQ plans to review the comments, respond to the comments as they deem appropriate, and issue a revised draft permit. It is not clear whether the DEQ will allow another formal public comment period on the next version of the permit. Staff will return to Council as the process develops to provide updates on the permit development process.



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, City Engineer
DATE: February 13, 2018
SUBJECT: Updating Public Street Improvement Fees

Action Requested:

Approval of attached resolution updating City of Millersburg Public Street Improvement Fees.

Discussion:

In 2006, Millersburg adopted Resolution No. 2006-3, which authorized the City to postpone offsite roadway improvements associated with a development and instead charge a fee to be applied to future improvements. Over time, the fee has been adjusted based on construction costs. The last update to the fee was in 2011 following the Alexander Lane Improvements and was set at \$350/linear foot (lf) for full street improvements and \$175/lf for half street improvements.

In 2017, 960 linear feet of full street improvements were constructed on the north end of Woods Road. The project was conducted by a developer who owed half street improvements for developments on both sides of this portion of Woods Road. The City contributed to the costs for 320 feet of frontage along the cemetery on the west side of Woods Road.

The full street improvements consisted of:

- 2 - 12' asphalt paved travel lanes
- 2 - 6' paved bicycle lanes
- Concrete curb and gutter
- 5' wide concrete sidewalks
- ADA ramps at intersection
- Storm drainage
- Street lighting
- Striping and signage
- Erosion protection

This road section is consistent with both the "Two-Lane Arterial" and the "Collector-Residential with No Parking" sections as defined in the City of Millersburg Transportation System Plan.

The total project construction cost was \$338,920. Additional project costs were added for engineering and survey, Pacific Power installation of street lights, and BOLI wage rates. Because the project was constructed by a private developer, BOLI wage rates did not apply. To align the costs with what would have been actual costs to the City for construction of the project, an approximate 13% increase was added to the total project cost. The estimated total cost of the project, including BOLI wage rates, is \$412,059.

Dividing the total project cost by the length of roadway yields a cost of \$429.23/ft for full street improvements, or \$214.61/ft for half street improvements.

Recommendation:

It is recommended that Millersburg's Public Street Improvement Fee be updated to \$430/ft for full street improvements and \$215/ft for half street improvements for two-lane arterials and

collectors. Fees for other street sections, if required, should be adjusted based upon curb-to-curb pavement width. It is also recommended that the fees be increased annually based on the Engineering News Record (ENR) published construction cost index (Seattle).

Budget Impact:

Adoption of the attached resolution addresses situations where the City of Millersburg is not collecting sufficient street improvement fees to cover the cost of future street improvements.

Attachments:

Calculation of fees

Resolution

Woods Road Costs

Costs for Woods Road full street improvements 2017

Full street improvements length feet

original MVG contract price	<input type="text" value="\$332,167"/>	
change order	<input type="text" value="\$19,800"/>	street light conduits
total construction cost	<input type="text" value="\$351,967"/>	

Subtractions for things not included in a typical full street improvement project

changes to exst drainage at intersection	<input type="text" value="\$7,700"/>
cemetery driveways/gravel	<input type="text" value="\$5,347"/>
total cost less subtractions	<input type="text" value="\$338,920"/>

additional costs

engineering and surveying services	<input type="text" value="\$20,000"/>	
street light costs from Pacific Power	<input type="text" value="\$9,171"/>	
increase for BOLI	<input type="text" value="\$43,968"/>	\$45.80 per lf full street based on cost difference between BOLI and non-BOLI - 13% increase

Total Project Cost

full street cost per lineal foot	<input type="text" value="\$429.23"/>
half street cost per lineal foot	<input type="text" value="\$214.61"/>

Street Improvements

- 2 - 12' asphalt paved travel lanes
- 2 - 6' paved bicycle lanes
- Concrete curb and gutter
- 5' wide concrete sidewalks
- ADA ramps at intersection
- Storm drainage
- Street lighting
- Striping and signage
- Erosion protection

RESOLUTION NO. 2018- _____

A RESOLUTION UPDATING PUBLIC STREET IMPROVEMENT FEES

WHEREAS, occasionally offsite roadway improvements associated with a development are postponed and a public street improvement fee is charged which is applied to future improvements; and,

WHEREAS, the City of Millersburg intends to align the public street improvement fees charged to the actual costs of completion of the postponed roadway improvements; and,

WHEREAS, costs associated with these public street improvements continue to increase; and,

WHEREAS, the public street improvement fees charged by the City of Millersburg must increase to accurately reflect these increased costs associated with these public street improvements; and,

WHEREAS, the City of Millersburg can maintain current and accurate public street improvement fees associated with actual costs of public street improvement completion by annually increasing the public street improvement fees based upon the Engineering News Record (ENR) published construction cost index (Seattle); and,

WHEREAS, the most recent actual costs associated with a public street improvement in Millersburg is \$430/ft for full street improvements and \$215/ft for half street improvements for two-lane arterials and collector streets;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG that the City of Millersburg's public street improvement fee shall be \$430/ft for full street improvements and \$215/ft for half street improvements for two-lane arterials and collector streets, and beginning January 1, 2019, and each subsequent January 1, the City of Millersburg shall increase Public Street Improvement fees based upon the the Engineering News Record (ENR) published construction cost index (Seattle);

DATED THIS 13th DAY OF FEBRUARY, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, City Engineer
DATE: February 6, 2018
SUBJECT: Private Construction of Public Infrastructure Permitting Process

Action Requested:

Approval of attached code language and resolution implementing Private Construction of Public Infrastructure (PCPI) permitting process.

Discussion:

Millersburg currently has no formal process for permitting private development of public infrastructure (streets, water, sewer, storm drainage). This type of work is constructed in every new subdivision and may be associated with some partitions. Although Millersburg contract staff has been providing plan review and construction inspection services for these projects, Millersburg has no formal procedures in place for tracking this work and charges no fees for plan review or construction inspection.

Under the current Intergovernmental Agreements (IGAs) between the City of Millersburg and the City of Albany, the City of Albany has been providing plan review and inspection for public water and sewer within the City of Millersburg through its System Improvements (SI) process. As a part of the SI process, developers are currently required to obtain a permit from the City of Albany and pay City of Albany permit fees.

The proposed permitting process would require all projects in Millersburg to be permitted through Millersburg and permit fees would be collected by Millersburg. The permit fees charged will be structured similarly to the fees Albany is currently charging. This will simplify the process for all parties, including developers, engineers, contractors, the City of Millersburg, and the City of Albany. Millersburg may continue to contract with Albany to provide some construction inspection services in Millersburg due to limited Millersburg staff resources through our intergovernmental agreements (IGA's). Millersburg will handle the permit process, including scheduling review and inspection services as required.

Recommendation:

It is recommended that Millersburg adopt the proposed code language and resolution to implement the Private Construction of Public Infrastructure (PCPI) process. The proposed fees are based on a percentage of estimated construction value, so will not need to be increased regularly to keep up with increased costs to the City.

Budget Impact:

Adoption of the attached code language and resolution will allow the City of Millersburg to collect fees which cover the City's costs for managing the PCPI process, engineering plan review, and construction inspection.

Attachments:

Ordinance Adopting Code language
Resolution

ORDINANCE NO. 2018-_____

AN ORDINANCE ESTABLISHING A PERMITTING PROCESS AND
ACCOMPANYING FEES FOR PRIVATE CONSTRUCTION OF PUBLIC
IMPROVEMEMNTS

WHEREAS, private construction of public improvements occurs in the City of Millersburg; and,

WHEREAS, the City of Millersburg requires permitting and accompanying fees for private construction of public improvements; and,

NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS: The City of Millersburg adopts attached "Exhibit A" as the permitting process and accompanying fees for private construction of public improvements.

This Ordinance becomes effective 30 days from date of passage.

PASSED by the Council and approved by the Mayor this 13th day of February, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

Attachment A

PRIVATE CONSTRUCTION OF PUBLIC IMPROVEMENTS

Sections:

1. **Definitions.**
2. **Permit required.**
3. **Approval of drawings and specifications required.**
4. **Drawing review application and fee.**
5. **Drawing submittal and public improvement standards.**
6. **Permit issuance.**
7. **Permit duration.**
8. **Fees.**
9. **Performance and payment guarantee.**
10. **Warranty guarantee.**
11. **Preconstruction conference.**
12. **Notice before beginning work.**
13. **Working hours and overtime costs.**
14. **Construction in accordance with permit conditions.**
15. **Testing.**
16. **Suspension of permit - Stop work order.**
17. **Penalties.**
18. **City acceptance of the public improvement.**

1. **Definitions**

For the purposes of this chapter, the words set out in this section shall have the following meanings:

- (1) "Acceptance" means written acknowledgment by the City of Millersburg that the public improvement has been completed in accordance with the drawings, specifications, and permit conditions, as approved; that the City of Millersburg has received and approved record drawings and warranty guarantee; and that all required right-of-way and easements have been approved and dedicated. The date of acceptance is the initial day of the warranty period.
- (2) "City" means the City of Millersburg, Oregon.
- (3) "City Engineer" means the City Engineer of the City of Millersburg.
- (4) "Private engineer" means a professional engineer (or engineering firm), registered by the State of Oregon, who designs the public improvement for City approval.
- (5) "Public improvement" means a facility to be privately constructed, to be owned by the City of Millersburg, and to be located within public right-of-way or easement, more specifically including but not limited to the following:
 - Water mains, valves, fittings, fire hydrants, etc.;
 - Water service lines (upstream from the water meter), water meters, and appurtenant valves, fittings, etc.;
 - Water reservoirs;
 - Sanitary sewer mains, manholes, and sewer service laterals;
 - Pumping stations or pumping facilities;
 - Streets, roadways, and alleys; Bikeways, and bridges; and
 - Drainage piping, inlets, manholes, and detention facilities.
- (6) "Owner/developer" means the person or entity in which record title to the property proposed for development is held or the duly authorized agent therefor, and shall be the applicant for review of the construction drawing and specifications, and shall be the applicant for the permit to construct public facilities.
- (7) "Contractor" means a person or entity licensed, bonded and insured in accordance with state and local requirements to install or perform work on public municipal facilities in Oregon, who has been retained by the owner to construct the public improvements as shown on the approved plans and specifications.
- (8) "City of Millersburg Standard Construction Specifications" means City of Albany Standard Construction Specifications, which have been adopted by the City of Millersburg.

Facilities constructed under public contract with the City of Millersburg are not public improvements for the purposes of this chapter.

2. Permit required

Excepting persons under contract with the City of Millersburg or employees of the City performing work for the City, no person shall begin to construct or otherwise perform any work on a public improvement, as defined herein, without obtaining a permit to construct public facilities, and complying with the provisions of this chapter and all permit conditions.

3. Approval of drawings and specifications required

Construction drawings and specifications for public improvements shall be submitted to the City for drawing review and approval. Written approval, on the drawings, of the City Engineer or his/her designated representative is required prior to issuance of the permit.

- (1) Drawings and specifications submitted for approval shall be subject to the standards, specifications, policies and procedures, and drawing review fees of the City in effect at the time of application or reapplication for drawing review. Additionally, said drawings shall be consistent with the City's facility plan for the type of facility being constructed.
- (2) Unless specifically waived in writing by the City Engineer, all drawings and specifications must be stamped by a registered professional engineer
- (3) Drawing and specification approval shall be void upon expiration of one year from the date of written approval. Drawing approval extensions may be granted by the City for a maximum of two extensions of one year (or portions thereof) each upon the finding by the City Engineer that the facts upon which the approval was based have not changed to an extent sufficient to require resubmittal of drawings for review.
- (4) Only those drawings marked with the written approval of the City Engineer are valid for the purposes and requirements of this chapter.

4. Drawing review application and fee

An application for drawing review is required and shall be accompanied by a drawing review fee. The application shall include an itemized construction estimate and such other information as may be required by the City Engineer. The construction estimate shall meet the approval of the City Engineer or his/her authorized representative. Unapproved drawings returned to the private engineer may be resubmitted a maximum of two additional times before a second (new) drawing review fee is charged.

5. Drawing submittal and public improvement standards

The City Engineer is authorized to develop application procedures for the submittal of drawings and specifications for approval, and standards for the form and content of drawings and specifications. The City Engineer is additionally authorized to develop design standards, construction standards, and testing procedures for proposed public improvements. In the case where drawings are submitted for public improvements for which no standards have been developed, the submittal and design shall meet the approval of the City Engineer. In making such approval, the City Engineer shall consider the future operation and maintenance of the facility, and sound engineering principles and practice.

6. Permit issuance

Issuance of a permit to construct public facilities shall be subject to all of the following:

- (1) Approval of the plans and specifications as specified in this chapter.
- (2) Payment of a permit fee as established in Section 8 herein.
- (3) Submittal of evidence of public liability and property damage insurance in the amounts listed in the City of Millersburg Standard Construction Specifications. This insurance shall cover the contractor, all subcontractors, and the City of Millersburg and its employees.
- (4) Dedication of all needed rights-of-way and easements, as determined by the City Engineer. The City may delay acceptance and recording of the dedications until the construction is completed.
- (5) Submittal of a signed contract with a private engineer to provide construction (including survey and staking where appropriate) and inspection services on the project, and to provide reproducible record drawings (as-builts) of the completed improvements.
- (6) Submittal of a performance and payment guarantee as specified in Section 9.
- (7) Submittal of a warranty guarantee as specified in Section 10.
- (8) Submittal of evidence that all contractors are licensed by the State of Oregon.
- (9) Compliance with the City of Millersburg Standard Construction Specifications, except as specifically amended by the conditions of permit issuance or this chapter.
- (10) The applicant's signature on the permit form constituting acknowledgment of and agreement to abide by all conditions of permit approval.
- (11) The requirement that the permittee maintain an approved permit, including drawings, on the construction site for the entire period of construction.

The applicant is responsible for providing or otherwise complying with all items listed in this section

7. Permit duration

An issued permit is valid for one year. A permit extension may be granted by the City for a maximum of two extensions of one year (or portions thereof), upon the submittal of documentation by the permittee and finding by the City Engineer that the conditions beyond the control of the permittee have created a condition whereby the work could not be completed within the time frame of permit validity and that the facts upon which the permit issuance was based have not changed to an extent sufficient to require resubmittal of permit application.

8. Fees

Permit fees shall be charged to offset City costs. The fees for water, sewer, street, and storm drain projects shall be credited to the City's water, sewer, street, and storm drain funds respectively. Fees for other projects shall be credited to the general fund.

- (1) The itemized estimated construction cost used to calculate the permit fee shall be developed by the private engineer based upon the approved plans. The itemized estimated construction cost shall be comparable with current bid prices for City contract projects and must meet the approval of the City Engineer.
- (2) Drawing & Specification Review--\$100 fixed fee, plus 0.6% of estimated construction cost.
- (3) Private Construction of Public Improvement Permit--\$100 fixed fee, plus 3.5% of construction cost.

9. Performance and payment guarantee

A performance and payment guarantee in the amount of 100 percent of the approved estimated cost of construction shall be provided to the City prior to issuance of the permit. The performance and payment guarantee shall ensure completion of the work in conformance with the approved drawings and specifications and payment of all bills and liabilities for work and materials, including the preparation of record drawings. The performance and payment guarantee shall be one of the following:

- (1) A performance and payment bond referencing the approved drawings, specifications and permit requirements; or
- (2) Written evidence in a form and of a content approved in writing by the City Attorney guaranteeing completion of the work to the City in conformance with the approved drawings, specifications, and other permit provisions, and payment of all billings and liabilities for work and materials, including the preparation of record drawings. The period of validity of the guarantee shall be for the duration of construction until written acceptance of the public improvement by the City.

10. Warranty guarantee

The owner/developer and contractor shall stipulate, on a form provided by the City, that 100 percent of the work performed in relation to the project shall be warranted and that a warranty guarantee shall be provided during the one-year warranty period as defined in the City of Millersburg Standard Construction Specifications. The warranty guarantee shall insure prompt corrective work on all or any part of the public facility which requires repair, reconstruction, or replacement (at the option of the City), or which does not continue to meet the requirements of the City of Millersburg Standard Construction Specifications during the one-year warranty period. The one-year warranty period shall begin at the time of written acceptance of the public facility by the City and shall continue for an additional year following City acceptance of any warranty repair. The warranty guarantee for the 100 percent warranty shall reference the approved plans, specifications, and permit requirements, and the warranty period beginning at the time of written acceptance by the City. The warranty guarantee shall be one of the following:

- (1) A 100 percent warranty guarantee incorporated with the payment and performance guarantee.
- (2) A warranty maintenance bond in the amount of 10 percent of the approved estimated cost of construction, or the actual final construction cost if it exceeds the original estimated amount.
- (3) Written evidence in a form and of a content approved in writing by the City Attorney guaranteeing repair, reconstruction, or replacement of all or any part of the public facilities (at the option of the City) during the warranty period beginning at the time of written acceptance of the public facility by the City and providing monetary assurance therefor.

If at any time the provided warranty guarantee is insufficient to cover the required warranty work, the City will be entitled to the necessary additional funds from the owner/developer 30 days following written demand. If the additional funds are not received by the City within 30 calendar days of written request, the City may file an action at law for the collection of the additional amounts plus all attorney fees and legal costs.

11. Preconstruction conference

Prior to construction, the permittee shall conduct a preconstruction conference to discuss the schedule, coordination, and specifics of the project. The private engineer and the contractor shall attend the preconstruction conference. In addition, representatives of the City and affected utilities shall be given an opportunity to attend. The requirement for a preconstruction conference may be waived in writing by the City Engineer.

12. Notice before beginning work

Written notice of at least two full working days, exclusive of weekends, after the preconstruction conference shall be given to the City by the permittee of the *time* that work is to begin. In the event of a temporary cessation of work activities, two full working days' notice shall be given again before the resumption of any additional work.

13. Working hours and overtime costs

Except as approved by the City in writing, construction activities shall be limited to the daytime, 7:00 a.m. to 6:00 p.m., Monday through Friday. If it is necessary to perform construction work on Saturdays, Sundays, City holidays, or outside the eight-hour regular working day, City approval is required a minimum of two full working days, exclusive of weekends, prior to such work. Any costs, including inspection overtime and benefit costs, incurred by the City due to such work shall be fully paid to the City prior to acceptance of the work. Said costs are in addition to any other permit or inspection fees specified in this chapter.

14. Construction in accordance with permit conditions

All construction of public facilities shall be performed in accordance with the approved plans, specifications, and other requirements and conditions of a permit to construct public facilities. Any deviations shall require written approval of the City Engineer or his/her authorized representative.

15. Testing

Certification and testing of products, materials, compaction, and work shall be performed in accordance with the procedures and standards referenced in Section 5 of this chapter, and the City of Millersburg Standard Construction Specifications. All costs for testing and certification, including compaction testing, shall be the responsibility of the permittee. These costs are not included in any permit or inspection fees listed elsewhere in this chapter.

16. Suspension of permit- Stop work order

- (1) At any time after the issuance of a permit required by this chapter, the City Engineer may suspend the same upon a finding that any of the following grounds exist:
 - a. False, misleading, or erroneous data or information submitted in connection with securing the permit; or
 - b. Materials, workmanship, installation, work, or conditions which do not meet the requirements of the approved plans, specifications, permit requirements and conditions; or
 - c. Any contractor performing or proposed to perform work is not licensed by the State of Oregon; or
 - d. Violation of any of the provisions of this code governing the work being done under the permit.
- (2) Upon suspension of a permit as provided in subsection (1) of this section, the City Engineer shall cause to be issued a written "stop work order", one copy of which shall be sent by regular mail to the permittee at the address shown on the permit application, one copy of which shall be sent by regular mail to the permittee's engineer overseeing the work, and one copy of which shall be delivered to the contractor (or the contractor's employee).
- (3) It shall be unlawful for any person to cause, suffer, or permit any work to be done for which a permit
- (4) is required by this chapter when a "stop work order" has been issued as provided in subsection (2) of this section, or when a permit has expired, or prior to permit issuance.

17. Penalties

In addition to the penalties for an infraction as set forth within the Millersburg City Code, permittees, private engineers, and contractors who violate the permit conditions or the provisions of this chapter may be denied future permits or prohibited from designing or constructing future public improvements within the City. Said denial or prohibition shall be made in writing by the City Engineer, and shall remain in effect for one year.

18. City acceptance of the public improvement

Once completed in accordance with the approved plans, specifications, and permit requirements and conditions, the City shall accept the public improvement provided:

- (1) The City has received and approved reproducible record drawings referenced in Section 5; and
- (2) All required rights-of-way and easements have been approved and dedicated; and
- (3) The warranty guarantee specified in Section 10 of this chapter is provided and approved; and
- (4) The City is paid for any costs due to overtime, weekend, or holiday inspection.

Acceptance of public improvements shall be made in writing by the City Engineer.

17. Penalties

In addition to the penalties for an infraction as set forth within the Millersburg City Code, permittees, private engineers, and contractors who violate the permit conditions or the provisions of this chapter may be denied future permits or prohibited from designing or constructing future public improvements within the City. Said denial or prohibition shall be made in writing by the City Engineer, and shall remain in effect for one year.

18. City acceptance of the public improvement

Once completed in accordance with the approved plans, specifications, and permit requirements and conditions, the City shall accept the public improvement provided:

- (1) The City has received and approved reproducible record drawings referenced in Section 5; and
- (2) All required rights-of-way and easements have been approved and dedicated; and
- (3) The warranty guarantee specified in Section 10 of this chapter is provided and approved; and
- (4) The City is paid for any costs due to overtime, weekend, or holiday inspection.

Acceptance of public improvements shall be made in writing by the City Engineer.

RESOLUTION NO. 2018- _____

A RESOLUTION REPEALING RESOLUTION 2017-16 AND ESTABLISHING A
PERMITTING PROCESS AND ACCOMPANYING FEES FOR PRIVATE
CONSTRUCTION OF PUBLIC IMPROVEMENTS

WHEREAS, private construction of public improvements occurs in the City of Millersburg; and,

WHEREAS, the City of Millersburg requires permitting and accompanying fees for private construction of public improvements; and,

WHEREAS, Resolution 2017-16 is not necessary with adoption of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG that the City of Millersburg repeals Resolution 2017-16.

DATED THIS 13th DAY OF FEBRUARY, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: February 6, 2018, for the February 13, 2018 Council Meeting
SUBJECT: Proposed City Charter Amendment

Action Requested:

Council discussion and feedback on proposed Charter Amendment.

Discussion:

The City of Millersburg in the past has had the City Recorder and Deputy City Recorder as signatory signers on the City banking accounts and last year with the appointment of the City Manager, that position was also added as a signer to the accounts. This has most recently been accomplished by City Council Resolutions. In researching the practice of staff being signers, it appears to have been occurring since the early 1980's.

However, in review of our City Charter - Section 22 Drafts and Warrants-Signatures; states the following:

“All drafts and warrants upon funds of the city shall be signed by the mayor and president of the council, and in the absence of either one of these persons, by a council member designated by the mayor or president of the council, whichever one is present.”

In discussion with the Mayor, he has asked that proposed language be provided to the City Council for consideration of a Charter Amendment to allow the City Council by Resolution to identify authorized signers for the City's banking accounts.

Attached you will find proposed language provide by the City Attorney for Council consideration. Should the Council provide direction to move forward with a proposed City Charter Amendment, notice would be posted in two public places, published in the Albany Democrat Herald for three consecutive weeks, and have two public hearings prior to passage. The two public hearings would be schedule at a specific time during two City Council meetings.

Recommendation:

Staff recommends Council review the attached proposed language from the City Attorney and provide direction to staff.

Attachment:

Proposed City Charter Amendment Language

Notice is hereby given that the Millersburg City Council may amend Section 22 of the Millersburg City Charter.

The current Section 22 reads as follows:

“All drafts and warrants upon the funds of the city shall be signed by the mayor and the president of the council, and in the absence of either one of these persons, by a council member designated by the mayor or president of the council, whichever one is present.”

The proposed amended Section 22 would read as follows:

“All drafts and warrants upon the funds of the city shall be signed by city staff, and/or city officers, and/or city agents, as designated by Council Resolution.”



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, City Engineer
DATE: February 5, 2018
SUBJECT: CH2M On-Call Engineering Services Contract Amendment 7

Action Requested:

Approval of proposed contract amendment for CH2M Hill Engineers, Inc. Contract for Professional Services (Amendment 7).

Discussion:

In June of 2016, Millersburg approved an amendment to the CH2M Professional Services contract which extended the contract to an end date of June 2019 with a total amount not-to-exceed of \$100,000 per fiscal year (Amendment 3).

Fiscal year 2016-2017: In December 2016, an amendment to increase the not-to-exceed amount to \$150,000 for fiscal year 2016-2017 was approved (Amendment 4) and in February 2017, an amendment to increase the not-to-exceed amount to \$250,000 for fiscal year 2016-2017 was approved (Amendment 5).

The reason contract amendments were necessary in fiscal year 2016-2017 was the amount of ongoing engineering work to support the high rate of development in the City, addressing new and existing regulatory requirements, and ongoing support of Millersburg's utility systems.

Fiscal year 2017-2018: In June 2017, the not-to-exceed amount was reset at \$100,000 for the new fiscal year. At the end of December 2017, the not-to-exceed amount of \$100,000 for on-call services had been expended.

Due to the continued high rate of development, regulatory requirements, and ongoing support of the City's infrastructure, it is recommended that the proposed contract amendment be approved to continue ongoing engineering support for the City. The reorganization approved by Council at your last meeting has resulted in staffing changes which will allow Millersburg to perform much of this engineering work in-house in the future. There will still be a need for consulting services for capital improvements, infrastructure projects, and studies. However, it is not anticipated that future on-call contract amendments will be required to increase the not-to-exceed amount as has been required this year, due to growth associated with new development, because the majority of that function will be handled in-house going forward.

Budget Impact:

Approval of the attached contract amendment authorizes up to an additional \$75,000 for engineering services for the remainder of fiscal year 2017-2018. The increase in fees is offset by increased development fees received.

Recommendation:

Staff recommends Council approval authorizing the Mayor and City Manager to sign Contract Amendment 7 with CH2M.

Attachment:

Contract Amendment 7

**AMENDMENT 7
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between the following parties:

CITY OF MILLERSBURG, (City), 4222 NE Old Salem Road, Albany, Oregon, 97321; and,

CH2M HILL Engineers, Inc. (Contractor), 1000 NE Circle Blvd., Corvallis, Oregon 97330, a Delaware corporation, whose Federal Employer Identification Number is 32-0100027.

1. **Contract Amendment:** This amendment revises the Contract for Professional Services signed July 23, 2014, amended June 12, 2015, March 2, 2016, June 3, 2016, December 19, 2016, and February 16, 2017 to a total amount not to exceed of \$175,000 between June 1, 2017 and June 1, 2018.
2. All other terms and conditions of the original contract apply.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CH2M HILL Engineers, Inc.

CITY OF MILLERSBURG

CH2M HILL authorized signer

Honorable Jim Lepin,
Mayor

Date

Date

Kevin Kreitman, City Manager

Date



TO: Millersburg City Council
FROM: Kevin Kreitman, Interim City Manager
DATE: February 13, 2018 Council Meeting
SUBJECT: Professional Service Agreement Amendment with Operations Management International (CH2M Hill)

Action Requested:

Approval to sign an amendment to the Professional Services Agreement with Operations Management International, to provide Millersburg with an Oregon certified Level 1 Distribution Responsible Charge (DRC).

Discussion:

The City of Millersburg as a provider of water distribution is required by law to provide a person who will act as DRC for our water infrastructure and to oversee our sampling plan and other regulatory requirements. The City of Millersburg entered into contract with OMI January 1, 2017, for this service. The initial term of agreement was for a one (1) year period which upon conclusion of the initial term would continue on a month to month basis.

OMI has provided an amendment to the original agreement for a new one (1) year period with provision for renewal for two (2) year periods if approved by the both parties in writing. They are also proposing adding a new Article 2.3 with regard to interconnection of our agreement and the City of Lebanon agreement, stating that if the City of Lebanon agreement should terminate for any reason, our agreement may be terminated at the same time; and that the City may continue service if that agreement is terminated upon re-negotiation of the fee.

The final item of the amendment is an update of the monthly base fee for services to \$634.41 in Appendix B, 1.1 from the previous monthly rate of \$625.00.

Budget Impact:

Annual increase of the base monthly fee for service of, \$112.92.

Recommendation:

Staff recommends Council approval and authorization of the City Manager to sign Amendment NO. 1; to the Professional Services Agreement with OMI.

Attachment:

Amendment #1 Professional Services Agreement with OMI

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT
for
THE CITY OF MILLERSBURG, OREGON

This Amendment No. 1 (the "Amendment") to the Professional Services Agreement for the City of Lebanon, Oregon, dated January 1, 2017 (the "Agreement") is made effective this 1st day of January 2018 between the City of Millersburg, Oregon (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, Owner and CH2M HILL agree to amend the Professional Services Agreement as follows:

1. Article 2.1 is hereby deleted in its entirety and replaced with the following:
The initial term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2017. This agreement is hereby extended until December 31, 2018. Thereafter, this Agreement may be renewed for two (2) one-year periods if approved in writing by both parties. Both Parties will begin negotiations of renewals within 120 days prior to expiration.

2. Article 2.3 is hereby added to this Agreement:
With CH2M HILL staff resources interconnected between this Agreement and the City of Lebanon agreement, should CH2M HILL's agreement with the City of Lebanon terminate for any reason, this Agreement may be terminated at the same time. If the Parties wish to continue services under this Agreement upon termination of the City of Lebanon Agreement, the Parties agree to re-negotiate the fee.

3. Appendix B, 1.1 is hereby deleted in its entirety and replace with the following:
Unless otherwise agreed to by the Parties in Appendix B hereto, monthly invoices will be issued by CH2M HILL for all Work performed under this Agreement. The monthly base fee for services is Six Hundred Thirty Four Dollars and Forty One Cents (\$634.41).

This Amendment No. 1 and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

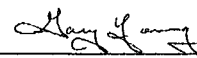
The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

IN WITNESS WHEREOF, the parties execute below:

Approved for Owner (Print and sign name)

By _____
Name _____
Title _____
Date _____

Approved for CH2M HILL (Print and sign name)

By 
Name Gary Young
Title Manager of Projects
Date Jan. 31, 2018



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: February 13, 2018 Council Meeting
SUBJECT: Approval of Resolution for Remittance of Construction Excise Tax to Greater Albany Public Schools.

Action Requested:

Approval to the attached Resolution for payment of past due Construction Excise Tax to Greater Albany Public Schools.

Discussion:

The City entered into an Intergovernmental Agreement (IGA) with Greater Albany Public Schools (GAPS) in 2008 for the collection and remittance of Construction Excise Tax, at the time of building permit issuance by the City. Remittance to GAPS is to occur one month following the end of quarters March 31st, June 30th, September 30th and December 31st. As part of the agreement the City retains administrative fees of one (1) percent.

Staff recently became aware that remittance of the collected tax has not occurred since February 1, 2017. Staff has reviewed the remittance owed for the remainder of fiscal year 2016-2017 and determined that \$131,954.00 was due to GAPS for fees collected; additionally GAPS is currently due \$229,168.00 for fees collected July 1, through December 31, 2018, for a total due of \$361,122.00.

The 2017-2018 budget for the Construction Excise Tax is \$220,000.00, The fees collected through December 31st of this fiscal year already exceed the budget year total estimated for this fiscal year. It should be noted this is primarily a pass through account for the City with revenue received by the City being remitted to GAPS quarterly minus the one (1) percent administrative fee.

Staff is estimating that, based on the fees collected through December 31st, we could potentially see an additional \$260,000.00 received by the City in Construction Excise Tax and are thus requesting a \$400,000.00 transfer of funds from General Fund Operating Contingency to the School Excise Tax expense account, for a total School Excise Tax account of \$620,000.00 for the 2017-2018 Budget; this would cover the fees not transferred from the 2016-2017 Budget and the estimated potential fiscal year 2017-2018 collected Construction Excise Taxes which would require remittance to GAPS.

Recommendation:

Staff recommends Council authorization and adoption of the attached Resolution.

RESOLUTION # 2018-

A RESOLUTION AUTHORIZING A TRANSFER AND APPROPRIATION FOR
PAYMENT OF PAST DUE CONSTRUCTION EXCISE TAX TO GREATER
ALBANY PUBLIC SCHOOLS

WHEREAS, the City of Millersburg (City) enters into an Intergovernmental Agreement (IGA) with the Greater Albany Public Schools (GAPS) to Collect and Remit Construction Excise Tax (Tax); and,

WHEREAS, the City collects said Tax at time of building permit issuance; and,

WHEREAS, the IGA calls for remittance of funds collected one month following the quarterly end; and,

WHEREAS, payments are due one month after quarterly end of March 31st, June 30th, September 30th and December 31st; and,

WHEREAS, the City has become aware that remittance of said collected funds has not occurred since April 3, 2017 for funds collected June 1, 2016 through February 1, 2017; and,

WHEREAS, the City needs to make remittance of funds collected for the period of February 1, 2017 through December 31, 2017, which totals \$361,122.79; and,

WHEREAS, the City's 2017-2018 Budget does not account for the non-remitted funds from the 2016-2017 Budget; and,

NOW, THEREFORE BE IT RESOLVED, by the Millersburg City Council that the transfer from the General Fund is hereby appropriated as follows:

Resources	Debit	Credit
01-7000 Operating Contingency	\$400,000	
01-5445 School Excise Tax		\$400,000

DATED THIS 13TH DAY OF FEBRUARY, 2018.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg, City Recorder