



Rules of Conduct for Public Hearings

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

CITY OF MILLERSBURG CITY COUNCIL MEETING

Millersburg City Hall
4222 NE Old Salem Road
Albany OR 97321
October 8, 2019 @ 6:30 p.m.

Agenda

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. PRESENTATIONS
 - 1) Dedication of Plaque Recognizing Mayor Woods' Long-Term Service to the Community
 - 2) Recognition of Councilor Miller's Service to the Community
- E. CHANGES AND ADDITIONS TO THE AGENDA
- F. CONSENT AGENDA
 - 1) Approval of September 10, 2019 City Council Meeting Minutes
 - 2) Acceptance of Council Approval Report for City BillsAction: _____
- G. GUEST PRESENTATIONS
 - 1) Linn County Sheriff's Office Report
 - 2) Report on Millersburg Celebration (Jenny Wolfenbarger)
- H. PUBLIC COMMENT
- I. COUNCIL MEMBER AND STAFF COMMENTS
 - 1) Mayor Comments: Process for Filling Councilor Miller's PositionAction: _____
- J. CITY MANAGER'S REPORT
 - 1) Project Updates
- K. CITY ATTORNEY'S REPORT
- L. UNFINISHED BUSINESS

M. NEW BUSINESS

- 1) Republic Services Rate Request
Action: _____
- 2) Century Link Franchise Agreement
Action: _____
- 3) DRC Contract with Jacobs
Action: _____
- 4) Tree Regulations
Action: _____
- 5) System Development Charges Code
Action: _____

N. CLOSING PUBLIC COMMENT

O. CLOSING COUNCIL COMMENT

P. ADJOURNMENT

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

Upcoming Meetings & Events:

October 15, 2019 @ 6:00 p.m. – Planning Commission Work Session

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



September 10, 2019 City Council Minutes

4222 NE Old Salem Road

Albany, OR 97321

6:30 p.m.

A. CALL TO ORDER: Called to order by Mayor Lepin at 6:35 p.m.

B. ROLL CALL

Councilors Present: Mayor Jim Lepin, Councilors Dave Harms, Scott McPhee, Don Miller

Councilors Absent: Scott Cowan

Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Forrest Reid, City Attorney; Kimberly Wollenburg, City Recorder

Presenters: Linn County Sheriff's Office – Lieutenant Michelle Duncan

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

None

E. CONSENT AGENDA

1) Approval of August 13, 2019 City Council Meeting Minutes

2) **Acceptance** of Council Approval Report for City Bills

Action: **Motion to Accept Consent Agenda made by Councilor Dave Harms; seconded by Councilor Don Miller.**

Mayor Jim Lepin: Aye

Councilor Scott Cowan: Absent

Councilor Dave Harms: Aye

Councilor Scott McPhee: Aye

Councilor Don Miller: Aye

Motion PASSED: 4/0

F. PRESENTATIONS

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

Lieutenant Michelle Duncan, Linn County Sheriff's Office, reviewed August's report with Council.

G. PUBLIC COMMENT

None

H. COUNCIL MEMBER AND STAFF COMMENTS

1) Striping City Hall Parking Lot

2) Mail boxes on Alexander Lane

I. CITY MANAGER'S REPORT

1) Project Updates

City Manager Kreitman provided an overview of City projects.

J. CITY ATTORNEY'S REPORT

None

K. UNFINISHED BUSINESS

None

L. NEW BUSINESS

1) Adopting and Accepting Municipal Code of Ordinances

City Manager Kreitman went over staff report.

Action: **Motion to Adopt and Accept Municipal Code of Ordinance made by Councilor Scott McPhee; seconded by Councilor Dave**

Harms.

Ordinance 158

Mayor Jim Lepin: Aye

Councilor Scott Cowan: Absent

Councilor Dave Harms: Aye

Councilor Scott McPhee: Aye

Councilor Don Miller: Aye

Motion PASSED: 4/0

2) Agreement to Furnish Services Amendment #1 – Galardi Consulting, LLC

City Manager Kreitman went over staff report.

Action: **Motion to Approve Amendment #1 to Agreement with Galardi Consulting, LLC to Furnish Services made by Councilor Scott McPhee; seconded by Councilor Dave Harms.**

Mayor Jim Lepin: Aye

Councilor Scott Cowan: Absent

Councilor Dave Harms: Aye

Councilor Scott McPhee: Aye

Councilor Don Miller: Aye

Motion PASSED: 4/0

3) Land Use Development Code Revision – Residential Driveway Standards

City Manager Kreitman went over the staff report.

Action: **Motion to Adopt Ordinance Revising Residential Driveway Standards and Declaring an Emergency made by Councilor Dave**

Harms; seconded by Councilor Scott McPhee.

Ordinance 159

Mayor Jim Lepin: Aye

Councilor Scott Cowan: Absent

Councilor Dave Harms: Aye

Councilor Scott McPhee: Aye

Councilor Don Miller: Aye

Motion PASSED: 4/0

4) Amending Chapter 33 of the Municipal Code – Planning Commission

City Manager Kreitman went over staff report.

Action: **Motion to Adopt Ordinance Amending Chapter 33 of the Municipal Code regarding the Planning Commission made by**

Councilor Scott McPhee; seconded by Councilor Dave.

Ordinance 160

Mayor Jim Lepin: Aye

Councilor Scott Cowan: Absent
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye
Councilor Don Miller: Aye

Motion PASSED: 4/0

- 5) Adoption of Ordinance Regarding Abandoned Vehicles within the City. City Manager Kreitman went over the staff report.
Action: **Motion to Adopt Ordinance Regarding Abandoned Vehicles within the City made by Councilor Dave Harms; seconded by Councilor Don Miller.** Ordinance 161

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Absent
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye
Councilor Don Miller: Aye

Motion PASSED: 4/0

- 6) Adoption of Ordinance Repealing Municipal Code 7.10.040. City Manager Kreitman went over the staff report.
Action: **Motion to Adopt Ordinance Repealing Municipal Code 7.10.040 made by Councilor Scott McPhee; seconded by Councilor Don Miller.** Ordinance 162

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Absent
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye
Councilor Don Miller: Aye

Motion PASSED: 4/0

- 7) Approval of Citizen Commissions/Committee Members & Staff Manual. City Manager Kreitman went over the staff report.
Action: **Motion to Approve Citizen Commissions/Committees Member & Staff Manual made by Councilor Dave Harms; seconded by Councilor Don Miller.** Ordinance 163

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Absent
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye
Councilor Don Miller: Aye

Motion PASSED: 4/0

- 8) Review of City Noise Permit.
City Manager Kreitman went over the staff report. City Council were in favor of implementing Noise Permit for the City.

M. CLOSING PUBLIC COMMENT
None

N. CLOSING COUNCIL & STAFF COMMENT

- 1) City Manager Kreitman informed the Council of City Planner Matt Straite's birthday and thanked him for attending Council meeting.

O. ADJOURNMENT

Meeting adjourned at 8:05 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kevin Kreitman
City Manager

Upcoming Meetings & Events:

September 14, 2019 @ noon – 2nd Annual Millersburg Celebration – City Park

September 17, 2019 @ 6:00 p.m. – Planning Commission Work Session

DRAFT

**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
798 Beat Frequency, 3849 Pleasant Hill Blvd, Kelso, WA, 98626		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$1,500.00	\$1,500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$1,500.00				
683 Brad Grunbaum, , , ,		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$320.00	\$320.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
		09132019A	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$64.00	\$64.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$384.00				
799 Crash Rodeo, , , ,		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$500.00	\$500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$500.00				
759 Donovan Fraser		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$1,500.00	\$1,500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$1,500.00				
801 Fairy G Services		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$500.00	\$500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
		09132019A	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$100.00	\$100.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$600.00				
802 Jory Aronson		08202019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$500.00	\$500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$500.00				
679 Soroptimist International of Albany, PO Box 1475, Albany, OR, 97321		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$800.00	\$800.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$800.00				
797 Stuck on Repeat Music LLC, 54 Music Square East, Suite 320, Nashville, TN, 37203		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$2,500.00	\$2,500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$2,500.00				
800 The Donny Thorp Band, 969 S 9th Street, Lebanon, OR, 97355		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$800.00	\$800.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$800.00				
803 Willamette Valley Miners, 43396 Kingston Lyons Rd SE, Stayton, OR, 97383		09132019	09/13/19	MILLERSBURG CELEBRATION	09/13/19	\$150.00	\$150.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$29,637.97
							\$150.00				

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

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
43 Aflac, 1932 Wynnton Road, Columbus, GA,		368914	09/11/19	Payroll Taxes Payable - Aflac though September 2019	10/01/19	\$49.08	\$49.08	01-9210	Payroll Taxes Payable	\$0.00	(\$24,634.13)
							\$49.08				
327 De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602		64729211	08/17/19	CONTRACTED SERVICES - De Lage Laden Financial Srvices through September 2019	10/01/19	\$375.41	\$375.41	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27
							\$375.41				
466 CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869		704841CH011	09/06/19	CONSULTANTS - ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$738.77	\$738.77	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$17,315.70
704841CH011	09/06/19	CONSULTANTS - ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$1,819.74	\$1,819.74	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$17,315.70		
704841CH011	09/06/19	20% CONSULTANTS ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$1,113.70	\$1,113.70	02-1301	20% CONSULTANTS EN	\$20,000.00	\$14,510.19		
704841CH011	09/06/19	20% CONSULTANTS ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$6,811.34	\$6,811.34	02-1301	20% CONSULTANTS EN	\$20,000.00	\$14,510.19		
704841CH011	09/06/19	20% CONSULTANTS ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$157.23	\$157.23	03-1301	20% CONSULTANTS EN	\$20,000.00	\$20,000.00		
704841CH011	09/06/19	20% CONSULTANT - ENGINEERING, CH2M from 7/27/19 through 8/23/19	10/06/19	\$383.60	\$383.60	05-1301	20% CONSULTANT - EN	\$20,000.00	\$20,000.00		
							\$11,024.38				
539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321		3125449	08/30/19	CONTRACTED SERVICES, Astrid Hesberg week ending 8/25/19	09/30/19	\$608.40	\$608.40	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27
3125998	09/06/19	CONTRACTED SERVICES, Astrid Hesberg week ending 9/1/19	10/06/19	\$526.50	\$526.50	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27		
3127007	09/13/19	CONTRACTED SERVICES, Astrid Hesberg week ending 9/8/19	10/13/19	\$444.60	\$444.60	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27		
3125449	08/30/19	PARK SUPPLIES & MAINTENANCE, Nicholas Bohanan week ending 8/25/19	09/30/19	\$126.75	\$126.75	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52		
3125526	08/30/19	PARK SUPPLIES & MAINTENANCE, Amanda Johnston week ending 8/4/19	09/30/19	\$93.60	\$93.60	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52		
3125528	08/30/19	PARK SUPPLIES & MAINTENANCE, Amanda Johnston week ending 8/11/19	09/30/19	\$93.60	\$93.60	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52		
3127007	09/13/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Mark Yeager week ending 9/8/19	10/13/19	\$390.00	\$390.00	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$37,660.00		
3127089	09/13/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Mark Yeager 9/1/19	10/13/19	\$260.00	\$260.00	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$37,660.00		
3125449	08/30/19	RATE AND SDC STUDY - Jeni Richardson week ending 8/25/19	09/30/19	\$1,072.50	\$1,072.50	04-1313	RATE AND SDC STUDY	\$0.00	(\$7,651.44)		
3127007	09/13/19	RATE AND SDC STUDY, Jennifer Richardson week ending 9/8/19	10/13/19	\$682.50	\$682.50	04-1313	RATE AND SDC STUDY	\$0.00	(\$7,651.44)		

**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
		3127089	09/13/19	RATE AND SDC STUDY, Jeni Richardson week ending 9/1/19	10/13/19	\$195.00	\$195.00	04-1313	RATE AND SDC STUDY	\$0.00	(\$7,651.44)
							\$4,493.45				
684	Better Portable Toilets, Inc., PO Box 3190, Albany, OR, 97321										
15007		09/02/19	MILLERSBURG CELEBRATION, Better Portable Toilets	10/02/19	\$891.00	\$891.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
							\$891.00				
714	Cable Huston LLP, 1455 SW Broadway, Suite 1500, Portland, OR, 97201										
89790		09/05/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Cable Huston MS4 Permit through July 2019	10/05/19	\$2,331.25	\$2,331.25	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$37,660.00	
							\$2,331.25				
728	Conservation Technix, Inc., PO Box 885, Orinda, CA, 94563										
843		09/01/19	PARKS MASTER PLAN - Conservation Technix through August 2019	10/01/19	\$2,915.00	\$2,915.00	01-2303	PARKS MASTER PLAN	\$25,000.00	\$11,845.86	
							\$2,915.00				
							\$22,079.57				
Total Bills To Pay:							\$22,079.57				

**City of Millersburg
Council Approval Report
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
272	Earth20, PO Box 70, Culver, OR, 97734										
683730		08/31/19	PARK SUPPLIES & MAINTENANCE - Earth20	09/30/19	\$13.99	\$13.99	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52	
						\$13.99					
789	Go Creative LLC, 263 29th Ave SW, Albany, OR, 97322										
4027		09/10/19	MILLERSBURG CELEBRATION - Go Creative LLC, MC add Aug-Sep 2019	10/10/19	\$500.00	\$500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
						\$500.00					
20	Koontz, Perdue, Blasquez & Co., P.C., PO Box 605, Albany, OR, 97321										
63991		08/31/19	- Koontz, Perdue, Blasquez - August Payroll Services	09/30/19	\$96.00	\$96.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
						\$96.00					
19	Linn County Planning and Building, PO Box 100, Albany, OR, 97321										
Aug2019		09/12/19	PMNT TO LINN CO BUILDING DEPT - Through Aug 2019	10/12/19	\$3,224.12	\$3,224.12	01-5332	PMNT TO LINN CO BUIL	\$340,000.00	\$300,776.38	
						\$3,224.12					
585	MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553										
8745		09/11/19	CONSULTANTS - PLANNING, Morgan CPS Group, Planning through Aug 2019	10/11/19	\$6,080.00	\$6,080.00	01-1353	CONSULTANTS - PLAN	\$100,000.00	\$83,740.00	
						\$6,080.00					
807	Northwest Tractor Services LLC, 6639 NE Noel Ln, Albany, OR, 97321										
1043		09/13/19	CONTRACTED SERVICES - Northwest Tractor Services - blackberry removal	10/13/19	\$525.00	\$525.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
						\$525.00					
617	Pacific Office Automation, 14747 NW Greenbriar Pkwy, Beaverton, OR, 97006										
257787		08/31/19	CONTRACTED SERVICES - Pacific office Automation - quarterly overage invoice	09/30/19	\$105.34	\$105.34	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
						\$105.34					
15	Pitney Bowes Global Financial, PO Box 371887, Pittsburgh, PA, 15250-7887										
3309556184		08/30/19	CONTRACTED SERVICES - Pitney Bowes quartelry lease	09/29/19	\$241.02	\$241.02	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
						\$241.02					
41	Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167										
09102019		10/01/19	MEDICAL INSURANCE - Providence through October 2019	10/01/19	\$6,938.35	\$6,938.35	01-1211	MEDICAL INSURANCE	\$89,250.00	\$75,373.30	
						\$6,938.35					
676	Stages Northwest, Inc., PO Box 22229, Milwaukie, OR, 97269										
4817		09/15/19	MILLERSBURG CELEBRATION, Stages Northwest - MC large stage	10/15/19	\$1,450.00	\$1,450.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	

**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	
							\$1,450.00					
223	Wallace W. Lien, P.C., P.O. Box 5730, Salem, OR, 97304											
7/29/19 - 8/28/19	08/31/19	LEGAL SERVICES, Wallace Lien through August 2019			09/30/19	\$4,267.50	\$4,267.50	01-1339	LEGAL SERVICES	\$170,000.00	\$115,955.00	
							\$4,267.50					
686	Wheat LLC, 1141 Chemawa Road, Keizer, OR, 97303											
5281	08/31/19	STREET SWEEPING, Wheat LLC through Aug 2019			09/30/19	\$1,975.77	\$1,975.77	02-1319	STREET SWEEPING	\$25,000.00	\$20,031.77	
							\$1,975.77					
Total Bills To Pay:							\$25,417.09					

**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
378 Christy Pecyna		06222019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Christy Pecyna	09/18/19	\$36.00	\$36.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,798.00
		08062019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Christy Pecyna	09/18/19	\$64.00	\$64.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,798.00
							\$100.00				
6 Petro Card, PO Box 34243, Seattle, WA, 98124-1243		C487101	08/31/19	PARK SUPPLIES & MAINTENANCE - Petro Card through Aug 2019	09/19/19	\$261.46	\$261.46	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,429.67
							\$261.46				
Total Bills To Pay:							\$361.46				

**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
407 Abigail Johnson		09052019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Abigail Johonson	09/18/19	\$84.00	\$84.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20
							\$84.00				
222 Albany Area Chamber of Commerce, PO Box 548, Albany, OR, 97321		81072	09/12/19	MILLERSBURG CELEBRATION - Albany Area Chamber of Commerce, MC add	09/12/19	\$200.00	\$200.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97
							\$200.00				
806 Art Plus Signs & Designs, 1701 Geary St. SE, Albany, OR, 97322		17589	09/06/19	MILLERSBURG CELEBRATION, Art Plus Signs & Designs, MC Car Show Trophies	09/06/19	\$208.00	\$208.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97
17628	09/10/19	MILLERSBURG CELEBRATION, Art Plus Signs & Designs, MC Car Show Trophy	09/10/19	\$22.00	\$22.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97		
							\$230.00				
768 Brian Carrara		09102019	09/18/19	LIBRARY SERVICES - Elyssa Carrara	09/18/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,240.00
							\$40.00				
237 Cascade Outdoor Power Equipment, , , ,		16751	09/05/19	PARK SUPPLIES & MAINTENANCE, Cascade Outdoor Power Equipment - Weed-eater Repair	09/05/19	\$55.15	\$55.15	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52
							\$55.15				
378 Christy Pecyna		06222019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Christy Pecyna	09/18/19	\$36.00	\$36.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20
08062019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Christy Pecyna	09/18/19	\$64.00	\$64.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20		
C487101	08/31/19	PARK SUPPLIES & MAINTENANCE - Petro Card through Aug 2019	09/19/19	\$261.46	\$261.46	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52		
							\$361.46				
735 Ciera Christensen		09132019	09/13/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Ciera Christensen	09/13/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20
							\$200.00				
48 Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838		4029358133	09/04/19	CITY HALL MAINTENANCE & SUPPLIES - Cintas - September 2019	09/04/19	\$93.27	\$93.27	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$20,502.35

**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	
4027360949 (2)	09/10/19	PARK SUPPLIES & MAINTENANCE - Cintas - August 2019, short payment	09/10/19	\$17.34	\$17.34	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52	
4029358134	09/04/19	PARK SUPPLIES & MAINTENANCE, Cintas - September 2019	09/04/19	\$79.48	\$79.48	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52	
4029358143	09/04/19	PARK SUPPLIES & MAINTENANCE, Cintas - September 2019	09/04/19	\$236.94	\$236.94	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52	
					\$427.03					
50	City of Albany, PO Box 490, Albany, OR, 97321									
MB-2019-2	09/04/19	EQUIPMENT/FURNISHINGS FOR NEW STATION - Water Heater and Fitness Equipment	09/04/19	\$1,124.59	\$1,124.59	01-4305	EQUIPMENT/FURNISHI	\$3,000.00	\$2,697.75	
					\$1,124.59					
809	Donny Thorp, , , ,									
09142019	09/19/19	MILLERSBURG CELEBRATION	09/19/19	\$800.00	\$800.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
					\$800.00					
685	Eclectic Edge Events, LLC, PO Box 5862, Eugene, OR, 97405									
2019-178	09/15/19	MILLERSBURG CELEBRATION - Eclectic Edge Events, MC Run	09/23/19	\$795.00	\$795.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
					\$795.00					
801	Fairy G Services									
101	09/14/19	MILLERSBURG CELEBRATION, Fairy G Services - MC	09/14/19	\$370.00	\$370.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
					\$370.00					
669	G2 Fun Zone, 2095 14th Avenue SE, Albany, OR, 97322									
2	09/16/19	MILLERSBURG CELEBRATION, G2 Fun Zone - MC	09/16/19	\$600.00	\$600.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97	
					\$600.00					
295	Gerald Stewart									
09042019	09/04/19	LIBRARY SERVICES - Gerald Stewart	09/04/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,240.00	
					\$40.00					
765	Handy Hands Landscape C&M LLC, 31410 HWY 34, Tangent, OR, 97389									
Aug 2019	09/18/19	CONTRACTED SERVICES - Hand Hands Landscape - Sep monthly landscape maintenance	09/18/19	\$1,750.00	\$1,750.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
Aug 2019 2	09/18/19	, Hand Hands Landscape - Sep partial monthly landscape maintenance	09/18/19	\$480.00	\$480.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
Sep 6 2019	09/06/19	CONTRACTED SERVICES, Hand Hands Landscape - work done on Sep 6 2019	09/06/19	\$760.00	\$760.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$96,453.27	
Sep 6-13	09/18/19	PARK SUPPLIES & MAINTENANCE, Hand Hands Landscape - Water leak repairs	09/18/19	\$1,566.00	\$1,566.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$46,712.52	

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	
							\$4,556.00					
808	Hawkins Delafield & Wood LLP, 200 SW Market St, Suite 350, Portland, OR, 97201											
Sep 10 2019	09/10/19	LEGAL SERVICES - Hawkins Delafield & Wood LLP - Bond Counsel Services	09/10/19	\$546.50	\$546.50	01-1339	LEGAL SERVICES	\$170,000.00	\$115,955.00			
							\$546.50					
650	Katie Borninski											
09112019	09/11/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Katie Borninski	09/11/19	\$67.20	\$67.20	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20			
							\$67.20					
805	Kelsi jo Amouak											
09162019	09/16/19	LIBRARY SERVICES - Kelsi Jo Amouak	09/16/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,240.00			
							\$40.00					
149	League of Oregon Cities, 1201 Court St NE Ste 200, Salem, OR, 97301											
2019-200312	07/01/19	DUES & SUBSCRIPTIONS - League of Oregon Cities Membership Dues	08/01/19	\$2,000.55	\$2,000.55	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$8,755.00			
							\$2,000.55					
747	Nathanael Shinn											
09012019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Nathanel Shinn	09/18/19	\$28.00	\$28.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20			
09112019	09/18/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Nathanel Shinn	09/18/19	\$84.00	\$84.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20			
							\$112.00					
23	Pacific Power, PO Box 26000, Portland, OR, 97256-0001											
09192019	09/03/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL, Pacific Power Lift Station though Aug 2019	09/19/19	\$45.69	\$45.69	04-1328	SEWER MISCELLANEO	\$10,000.00	\$6,372.23			
							\$45.69					
285	Shawna Meekins,											
09052019	09/05/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Shawna Meekins	09/05/19	\$24.00	\$24.00	01-2301	PARKS & RECREATION	\$15,000.00	\$12,285.20			
							\$24.00					
183	Shellie Mauney											
08212019	08/21/19	LIBRARY SERVICES - Shellie Mauney	08/21/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,240.00			
							\$40.00					
779	Special Occasions, 4314 SW Research Way, Corvallis, OR, 97333											

**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
		Contract 145909	09/13/19	MILLERSBURG CELEBRATION, Special Occasions - MC fence, stage deck, skirt	09/16/19	\$740.00	\$740.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$20,135.97
							\$740.00				
664	US Bank Equipment Finance, P.O. Box 790448, St Louis, MO, 63179-0448										
	393893292	09/19/19	Plotter, US Bank Equipment Finance - plotter Lease	09/26/19	\$225.00	\$225.00	01-1420	Plotter		\$9,000.00	\$8,954.00
							\$225.00				
681	Xtreme Grafx, LLC, 505 Main SE, Albany, OR, 97321										
	20421	09/06/19	MILLERSBURG CELEBRATION - Xtreme Grafx MC event signage	09/06/19	\$3,825.42	\$3,825.42	01-1326	MILLERSBURG CELEBR		\$36,500.00	\$20,135.97
	20950	09/03/19	MILLERSBURG CELEBRATION, Xtreme Grafx, MC signs	09/03/19	\$1,042.08	\$1,042.08	01-1326	MILLERSBURG CELEBR		\$36,500.00	\$20,135.97
							\$4,867.50				
Total Bills To Pay:							\$18,591.67				

**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
683 Brad Grunbaum		0146	09/18/19	MILLERSBURG CELEBRATION	09/18/19	\$161.00	\$161.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$161.00				
810 Britty Brews, 2629 NW Beehollow Lane, Albany, OR, 97321		09192019	09/19/19	MILLERSBURG CELEBRATION	09/23/19	\$5.00	\$5.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$5.00				
811 Grindz Food Truck, 3297 SE Salem Avenue, Ste 600, Albany, OR, 97321		09192019	09/24/19	MILLERSBURG CELEBRATION	09/24/19	\$50.00	\$50.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$50.00				
812 Jeff Hilts Marker Setting, 2499 Wallace Road NW, Salem, OR, 97304		19143	09/20/19	CITY HALL MAINTENANCE & SUPPLIES	09/20/19	\$450.00	\$450.00	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$20,409.08
							\$450.00				
582 Jenny Wolfenbarger		09192019	09/24/19	Drinks, snacks, supplies - Jackson Michelson	09/24/19	\$164.55	\$164.55	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
		09192019	09/24/19	VIP Badges	09/24/19	\$66.35	\$66.35	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$230.90				
814 Krakelen LLC, 1320 NW Ashley Drive, Albany, OR, 97321		09192019	09/24/19	MILLERSBURG CELEBRATION	09/24/19	\$128.00	\$128.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$128.00				
813 KWIL & KHPE, 34545 Santiam Highway, Albany, OR, 97321		06132019	09/24/19	MILLERSBURG CELEBRATION	09/24/19	\$499.80	\$499.80	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
							\$499.80				
200 Mary Knight		08312019	08/31/19	LIBRARY SERVICES	08/31/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,080.00
							\$40.00				
483 MetLife - Group Benefits, PO Box 804466, Kansas City, MO, 64180-4466		09132019	09/13/19	DENTAL & VISION INSURANCE	10/01/19	\$801.05	\$801.05	01-1214	DENTAL & VISION INSU	\$10,272.00	\$8,669.90
							\$801.05				
807 Northwest Tractor Services LLC, 6639 NE Noel Ln, Albany, OR, 97321		1044	09/19/19	Blackberry Removal - Under Power Lines along Mary Kay Ave	10/19/19	\$187.50	\$187.50	01-1332	CONTRACTED SERVIC	\$162,625.00	\$90,541.00
							\$187.50				
815 NW Mobile Cuisine, 820 Columbus Street SE, Albany, OR, 97322		09162019	09/16/19	Millersburg Celebration - VIP Food Reimbursement	09/23/19	\$64.00	\$64.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47
		09162019	09/16/19	Millersburg Celebration - Catering	09/23/19	\$660.00	\$660.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47

**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	
							\$724.00					
816	Oregon Barbeque Company, 744 NE Old Salem Road, Albany, OR, 97321											
09192019	09/24/19	MILLERSBURG CELEBRATION			09/24/19	\$72.00	\$72.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47	
							\$72.00					
817	SAHS Senior All Night Party, 3271 NE Clearwater Drive, Albany, OR, 97321											
09192019	09/24/19	MILLERSBURG CELEBRATION			09/24/19	\$150.00	\$150.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47	
							\$150.00					
818	Surf's Up Espresso, 260 East Sherman Street, Lebanon, OR, 97355											
09192019	09/24/19	MILLERSBURG CELEBRATION			09/24/19	\$5.00	\$5.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$9,492.47	
							\$5.00					
Total Bills To Pay:							\$3,504.25					

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

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
819	Ahsley Plumb	09232019	09/30/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Ashley Plumb	09/30/19	\$72.00	\$72.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,698.00
							\$72.00				
539	Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321	3127593	09/20/19	CONTRACTED SERVICES - Barrett Business Services, Astrid Hesberg, Week ending 9/15/19	10/20/19	\$783.90	\$783.90	01-1332	CONTRACTED SERVIC	\$162,625.00	\$90,353.50
							\$783.90				
684	Better Portable Toilets, Inc., PO Box 3190, Albany, OR, 97321	15007	09/02/19	MILLERSBURG CELEBRATION, Better Portable Toilets	10/02/19	\$827.00	\$827.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$8,457.77
							\$827.00				
607	Business Connections, Inc., P.O. Box 566, Salem, OR, 97308-0566	072209232019	09/23/19	CITY HALL UTILITIES, Business Connections through Sep 2019	10/23/19	\$42.95	\$42.95	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$42.95				
76	Coleen Haxby	09242019	09/30/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Coleen Haxby	09/30/19	\$71.20	\$71.20	01-2301	PARKS & RECREATION	\$15,000.00	\$11,698.00
							\$71.20				
659	David Evans & Associates, Inc., Dept LA 24340, Pasadena, CA, 91185-4340	451480	09/17/19	PCPI EXPENSE - David Evans and Associates	10/17/19	\$3,142.24	\$3,142.24	02-1303	PCPI EXPENSE	\$30,000.00	\$24,304.75
451480		09/17/19	09/17/19	PCPI EXPENSE - David Evans and Associates	10/17/19	\$2,618.54	\$2,618.54	03-1303	PCPI	\$25,000.00	\$20,253.94
451480		09/17/19	09/17/19	PCPI EXPENSE - David Evans and Associates	10/17/19	\$2,094.83	\$2,094.83	04-1303	SEWER PCPI	\$20,000.00	\$16,203.15
451480		09/17/19	09/17/19	PCPI EXPENSE - David Evans and Associates	10/17/19	\$1,571.12	\$1,571.12	05-1303	PCPI EXPENSE	\$15,000.00	\$12,152.33
							\$9,426.73				
327	De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602	65094488	10/01/19	CONTRACTED SERVICES, De Lage Laden Financial through Oct 2019	11/01/19	\$374.55	\$374.55	01-1332	CONTRACTED SERVIC	\$162,625.00	\$90,353.50
							\$374.55				
251	Dustin Patton	10012019	10/01/19	CITY HALL UTILITIES, Dustin Patton - Cell Phone Reimbursement	10/01/19	\$35.00	\$35.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$35.00				
566	Jake Gabell	10012019	10/01/19	CITY HALL UTILITIES, Jake Gabell - Cell Phone Reimbursement	10/01/19	\$35.00	\$35.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$35.00				

**City of Millersburg
Council Approval Report
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
569	Janelle Booth	10012019	10/01/19	CITY HALL UTILITIES, Janelle Booth - Cell Phone Reimbursement	10/01/19	\$105.00	\$105.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$105.00				
561	Kimberly Wollenburg	10012019	09/30/19	CITY HALL UTILITIES, Kimberly Wollenburg - Cell Phone Reimbursement	09/30/19	\$105.00	\$105.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$105.00				
39	LifeMap Billing, PO Box 6840, Portland, OR, 97228-6840	IN0492629	09/14/19	DISABILITY INSURANCE, Lifemap through Oct 2019	10/03/19	\$156.54	\$156.54	01-1212	DISABILITY INSURANC	\$3,424.00	\$3,110.92
							\$156.54				
820	Lindsay Renfro	09302019	09/30/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Lindsay Renfro	09/30/19	\$116.00	\$116.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,698.00
							\$116.00				
701	Mendy Lou Posey	09232019	09/30/19	LIBRARY SERVICES - Mendy Posey	09/30/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,040.00
							\$40.00				
27	Metereaders, LLC., PO Box 1902, Lake Oswego, OR, 97035	8982	09/30/19	O&M TRANSMISSION LINES - Metereaders through Sep 2019	09/30/19	\$990.15	\$990.15	05-1304	O&M TRANSMISSION LI	\$104,000.00	\$102,987.50
							\$990.15				
464	Michelle McGee	17612774	08/24/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Michelle McGee	08/24/19	\$64.00	\$64.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,698.00
							\$64.00				
793	Professional Security Alarm, 1981 Fescue St SE, Albany, OR, 97322	96421	09/20/19	CONTRACTED SERVICES, Professional Security Alarm, 10/1/19 - 12/31/19	10/01/19	\$72.00	\$72.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$90,353.50
							\$72.00				
13	Sean Shearer	10012019	09/30/19	CITY HALL UTILITIES - Sean Shearer - Cell Phone Reimbursement	09/30/19	\$105.00	\$105.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,467.13
							\$105.00				
231	Sunbelt Rentals, Inc, PO Box 409211, Atlanta, GA, 30384-9211										

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
		93812824-0001	09/16/19	MILLERSBURG CELEBRATION, Sunbelt Rentals - MC	10/16/19	\$2,108.26	\$2,108.26	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$8,457.77
		93815170-0001	09/16/19	MILLERSBURG CELEBRATION, Sunbelt Rentals - MC	10/16/19	\$730.50	\$730.50	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$8,457.77
							\$2,838.76				
Total Bills To Pay:							\$16,260.78				



LINN COUNTY SHERIFF'S OFFICE

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

2019

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

FOR THE MONTH OF: September

TRAFFIC CITATIONS:	_____	6
TRAFFIC WARNINGS:	_____	16
TRAFFIC CRASHES:	_____	4
ADULTS CITED/VIOLATIONS:	_____	0
ADULTS ARRESTED :	_____	2
JUVENILES CITED/VIOLATIONS:	_____	0
JUVENILES ARRESTED:	_____	1
COMPLAINTS/INCIDENTS INVESTIGATED:	_____	135
TRAFFIC HOURS:	_____	19
ADMINISTRATION HOURS:	_____	1

TOTAL HOURS SPENT: MILLERSBURG 164

CONTRACT HOURS= 153 HOURS

**Jim Yon,
Sheriff, Linn County**

By: Sergeant Greg Klein

CITY OF MILLERSBURG

City Council Vacancy Information

COUNCIL VACANCY

Councilor Don Miller has resigned from the City Council. The City Council has decided to fill the vacancy through an appointment process which is detailed below.

Applications may be obtained at the Millersburg City Hall or at the following website: <http://cityofmillersburg.org>. Any questions may be directed to City Recorder Kim Wollenburg at kwollenb@cityofmillersburg.org or phone (541)928-4523.

ROLE OF A MILLERSBURG CITY COUNCILOR

The City of Millersburg operates under a City Charter with a Council-Manager form of government, that includes a Mayor who presides over Council deliberations. The five-member City Council serves as the legislative branch of the City. The Council is responsible for setting policy, adopting the annual budget, adopting Ordinances and Resolutions, determining the services the City provides and the funding levels for those services, and appointing citizens to its boards and committees.

The duties of a councilor involve an average commitment of 20-30 hours each month for preparation, participation, and attendance at various meetings and community activities. The Millersburg City Council meets the second Tuesday of each month at 6:30 P.M. In addition to the monthly Council meeting, Councilors are expected to attend other meetings which may or may not be located at the Millersburg City Hall.

LENGTH OF THE TERM

The Council vacancy is to fill a partial term which expires December 31, 2020. The position will be open to the general election on November 3, 2020.

ELIGIBILITY REQUIREMENTS FOR MILLERSBURG CITY COUNCILORS

- 1) Is a citizen of the United States.
- 2) Is 18 years of age or older at the time of the appointment.
- 3) Has resided in the State of Oregon during the six months immediately preceding the election date.
- 4) Has resided within the City of Millersburg continuously for one year immediately preceding the appointment date.
- 5) Is registered to vote prior to the appointment date.
- 6) Is able to read and write the English language.

TIMELINE FOR FILLING THE VACANCY (tentative pending Council concurrence at the October 8, 2019 meeting).

- **October 9, 2019:** Application period opens.
- **November 6, 2019 at 12-noon:** Deadline to submit completed applications to City Recorder Kim Wollenburg at City Hall, 4222 NE Old Salem Road, Albany, OR 97321, or via email to kwollenb@cityofmillersburg.org
- **November 12, 2019, 6:00 PM:** Council schedules dates for interviews of candidates.
- **Week of November 18 and week of December 2 (if needed):** Tentative dates for Council to conduct interviews in a special meeting (open to the public) with each applicant. The number of dates needed for interviews depends upon the number of applicants to be interviewed.
- **November or December:** After the interviews are concluded, the Council can deliberate and vote on whom they wish to fill the vacancy; or, the deliberation and voting can occur at another public meeting date to be determined by the Council. The intent is for Council to make appointment no later than the December 10, 2019 City Council Meeting.



VACANT CITY COUNCIL POSITION APPLICATION

(Please print legibly or type)

City Hall
4222 NE Old Salem Road
Albany, OR 97321
(541) 928-4523
www.cityofmillersburg.org

**Filling the Remaining Term of Councilor
Don Miller which Expires
December 31, 2020**

Full Name: _____ Preferred First Name: _____

Residential Information:

Home Address: _____ Phone #: _____
_____ Mobile #: _____

Email: _____

Employment Information:

Employer's
Name: _____ Phone #: _____
Work Address: _____
_____ Work #: _____
Email: _____

Please provide the information requested below to describe your qualifications to serve as a City of Millersburg Councilor. Feel free to include additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession and/or provide a resume or *curriculum vitae* (CV).

- List community/civic activities. Indicate activities in which you are or have been active.

- Indicate why you are interested in serving the remaining term of Councilor Miller's vacated position and your qualifications and/or skills you possess that would of benefit to the position (applicant may provide an additional page if desired).

- What contributions do you hope to make?

This position requires annual, mandatory reporting Under the Oregon Government Ethics Commission. For more information, please consult the *Statement Of Economic Interest* flyer dated February 2019, Posted on the State of Oregon's website at <http://www.oregon.gov/oges/Pages/index.aspx> (see visual reference).


Signature of Applicant

Date

OGEC Resources

SEI FILERS: ACCOUNT SET UP

Oregon Government Ethics Commission
Electronic Filing System: Account Setup



This video and [Instructional Handout guide](#) will guide Statement of Economic Interest filers in creating account profiles.

COUNCILOR APPOINTMENT SUPPLEMENTAL FORM

Name: _____

Millersburg City Council

Occasionally, the City receives requests for contact information for members serving on the City Council. Under Oregon law, as a public body volunteer serving the City, your addresses and telephone numbers are generally exempt from public disclosure.

To help City staff members, please check "yes," "no," or "not applicable" below as to whether or not you authorize this information being available to the public:

Home Address	Yes	No	Not Applicable
Home Phone Number	Yes	No	Not Applicable
Personal Cell Number	Yes	No	Not Applicable
Home Email Address	Yes	No	Not Applicable
Work Address	Yes	No	Not Applicable
Work Phone Number	Yes	No	Not Applicable
Work Cell Number	Yes	No	Not Applicable
Work Email Address	Yes	No	Not Applicable

Generally, only information checked "yes" will be released. If you have chosen "no" to all and a citizen wants to communicate with you, the City will suggest that s/he either:

- send a letter or email addressed to you c/o the City Recorder, 4222 NE Old Salem Road, Albany, OR 97321; the City will then forward the correspondence to you; or
- leave a phone or email with the City Recorder who will then convey the message to you.

Signature of Applicant

Date

ADDITIONAL INFORMATION APPLICANTS MAY FIND USEFUL FOR REVIEW THAT ARE APPLICABLE AND/OR CAN PROVIDE INSIGHT FOR THOSE CONSIDERING APPLYING TO BECOME A MILLERSBURG CITY COUNCILOR

- City Ethics Policy – HR 100.3
- City Workplace Respect and Code of Conduct Policy – HR 100.4
- Millersburg Citizen Commission/Committees Member & Staff Manual
 - Even though this manual was not designed for Councilors, it provides useful information regarding the composition of the City's Standing and Ad Hoc advisory groups. It also provides an overview of Ethics and Accountability procedures applicable to all elected and appointed positions. In addition, it provides an overview of meeting notices, agendas, public records, inadvertent public meetings, parliamentary procedures, and links to additional resource guides for public officials.
- Resolution No. 2018-9 Adopting a Policy Regarding Councilors Compliance with Public Meeting Laws While Attending Public Functions, Trainings, Seminars, Workshops, or Similar Activity



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: City Staff
DATE: October 3, 2019 for Council Meeting October 9, 2019
SUBJECT: Project Updates Memo

Monthly Update on Projects:

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

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

Parks Master Plan:

The second Parks Master Plan open house was held on September 25 at 6:00 PM. A stakeholder meeting for neighbors of the park was also held at 4:00 PM that day. The next Parks Committee meeting is being scheduled to review the first draft of the Parks Master Plan document.

Water and Sewer Rate Study:

At the Council work session on July 30, three options were presented for the water rates, along with the financial plan for sewer. Following that meeting, additional data was analyzed to help finalize the proposed sewer rates. This work has now been completed, and the data inconsistencies have been resolved. The outcome of this work is consistent with what was anticipated and discussed at the work session. The next step is to schedule either another Council work session or an open house/public outreach event.

Surface Water Codes, Standards, and Permits:

Over the past several months, staff have been working on a surface water section for the Municipal Code, which addresses protection of the surface water/storm drainage system, including erosion control and post-construction stormwater quality. Adoption of this code will address parts of our compliance with current TMDL Implementation Plan requirements, as well as future MS4 Permit requirements. The proposed code language requires associated engineering standards, manuals, and permits. Because these documents represent a significant amount of material, including two new permits, staff requests Council direction on whether they would like to schedule a work session to review the proposed documents.

City Hall Projects:

There are several projects currently underway at City Hall.

- **AV upgrades and council chamber dais** – scheduled to be complete by October 11, 2019.
- **Fiber** – permitting process and the work on the pole is complete. Now work on the underground portion may proceed.
- **Phones** – we have received quotes for a new phone system at City Hall from LS Networks for their Aspen UC product and Jive. Both offer VoIP phones and software with all the features and capability needed. We are awaiting a demo of the Aspen UC product prior to making a selection. A third provider has also expressed interest in providing a demo of their product.
- **Utility billing and general ledger software** – Staff continues to work with the Caselle implementation team. Training on the new system should be sometime early next year with full implementation near the close of the fiscal year.

City Codes:

- **Land Use Development Code Update** – the next Planning Commission work session is scheduled for October 15 at 6:00 PM. The Planning Commission will be reviewing Article 4. It is anticipated that a public meeting will be scheduled in November to present/review the draft code document.

Streets:

- Crack sealing in Morningstar Estates and the Terri Lane area is scheduled for October 7, finishing on October 8 if necessary. Notices have been mailed to residents who will be affected by this work and information has been posted to the City website.
- Linn County has striped arterials and collectors within Millersburg. City streets which have been striped are Conser Road, Alexander Lane, Millersburg Drive, Woods Road, and 54th Avenue. Stop bars and symbols are not being striped because they will be installed under a separate contract using thermoplastic material in the near future.
- The West Valley Estates project continues work on utilities in Millersburg Drive. Due to multiple conflicts with the existing water line and other utilities, as well as challenging subsurface conditions, the work has taken longer than initially anticipated. On September 26, City staff met with the developer/contractor and their engineer to discuss the impacts this work is having on our residents and a schedule to finish work in Millersburg Drive. They have now provided a schedule which shows completion of all work in Millersburg Drive, except the grind and inlay of the final road surface, by the end of October. Weather permitting, the grind and inlay will take place in early November.

Crooks Creek Brush Removal:

- Brush removal in Crooks Creek is scheduled to take place October 3 – 9. Notices have been mailed to affected property owners.

ID	Task Mode	Task Name	Duration	Start	Finish	Pred	Resource Names
1		Millersburg Tasks					
2							
3		Charter and Council	260 days	Wed 1/2/19	Tue 12/31/19		Kevin,Forrest
4		Update of charter					
5		Consider election of mayor					
6		Update Strategic Plan	54 days	Mon 1/21/19	Thu 4/4/19		
7							
8		Ordinances and Code	260 days	Wed 1/2/19	Tue 12/31/19		Forrest, Kim, Kevin
9		Update Code of Ordinances - change to Municipal Code	180 days	Wed 1/2/19	Tue 9/10/19		
10		Resolutions - need to update water resolution with new billing cycle CO 50.05	238 days	Wed 1/2/19	Fri 11/29/19		
11		Update ordinances to include water and storm utility systems	1 day	Tue 8/13/19	Tue 8/13/19		
12		Comprehensive Plan Update	260 days	Wed 1/2/19	Tue 12/31/19		
13							
14		Policies, Procedures, and Standards	260 days	Wed 1/2/19	Tue 12/31/19		
15		Ethics Policy	50 days	Wed 1/2/19	Tue 3/12/19		Kevin, Janelle
16		Fleet policy and best practices for vehicles					Kevin, Janelle
17		Computer/electronics use policy					Kevin, Janelle
18		Equipment use policy					Kevin, Janelle
19		Billing policies					Kim
20		Safety procedures and training	260 days	Wed 1/2/19	Tue 12/31/19		Kevin, Janelle
21		Safety manual					
22		Staff training plans					
23		Ergo evaluations					
24		PPE					
25							
26		Budget	120 days	Mon 1/14/19	Fri 6/28/19		
27		2019-2020 Budget	75 days	Mon 3/18/19	Fri 6/28/19		Jake, Kevin, Janelle
28		Revise budget layout	51 days	Mon 1/14/19	Mon 3/25/19		Jake
29		Develop proposed budget	60 days	Mon 1/28/19	Fri 4/19/19		
30		Adopt budget	55 days	Mon 4/15/19	Fri 6/28/19		
31		CIP update	105 days	Mon 2/4/19	Fri 6/28/19		Janelle
32							
33		Equipment life/replacement costs tracking	260 days	Wed 1/2/19	Tue 12/31/19		
34		City Hall Equipment					
35		Parks/Maintenance Equipment					
36		Fire Station					
37							
38		City Hall work	260 days	Wed 1/2/19	Tue 12/31/19		
39		Council Chambers		Wed 1/2/19			
40		Upgrade audio and video system	200 days	Wed 1/2/19	Tue 10/8/19		
41		Council dias	200 days	Wed 1/2/19	Tue 10/8/19		
42		Consider new audience chairs?					
43		Records Room reorganization - rolling files	158 days	Wed 1/2/19	Fri 8/9/19		Kim, Kevin
44		Office space modifications	217 days	Wed 1/2/19	Thu 10/31/19		Kevin, Kim
45		Upgrade phone system					Jake
46		Broadband					Kevin
47		Sidewalk around north end of City Hall					Janelle
48		Security cameras on City Hall exterior	1 day	Wed 1/2/19	Wed 1/2/19		Jake
49							
50		Planning, Building, and Development	260 days	Wed 1/2/19	Tue 12/31/19		
51		Complete Land Use Development Code Revision	259.25 day	Wed 1/2/19	Tue 12/31/19		John Morgan
52		Consider UGB expansion	260 days	Wed 1/2/19	Tue 12/31/19		John, Kevin, Janelle
53		Buildable Lands Inventory and Housing Needs Analysis					
54		Update planning fees	136 days	Tue 1/1/19	Tue 7/9/19		John, Matt
55		Ability to get on County online system for building permit	131 days	Tue 7/2/19	Tue 12/31/19		Kevin, Janelle
56		Engineering standards	215 days	Mon 2/4/19	Fri 11/29/19		Janelle

Project: Task List
Date: Wed 10/2/19

Task		Summary		Inactive Milestone		Duration-only	
Split		Project Summary		Inactive Summary		Manual Summary Rollup	
Milestone		Inactive Task		Manual Task		Manual Summary	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
57		Connection Fees/Reimbursement Agreement	115 days	Wed 1/2/19	Tue 6/11/19		Janelle,Jeff
58							
59		Economic Development	260 days	Wed 1/2/19	Tue 12/31/19		
60		Consider business license					
61		Access to City property west of tracks					
62		Consider fuel tax					
63		Consider transient room tax					
64		Wetland delineation for city owned property	207 days	Mon 3/18/19	Tue 12/31/19		
65							
66		Fire Station Permanent	247 days	Mon 1/21/19	Tue 12/31/19		
67		Select Site	115 days	Mon 1/21/19	Fri 6/28/19		Kevin,Janelle
68		RFQ to Select Designer	109 days	Mon 6/3/19	Thu 10/31/19		Kevin,Janelle
69		Select Design Firm	90 days	Mon 7/29/19	Fri 11/29/19		Kevin,Janelle
70		Preliminary Design	90 days	Thu 1/2/20	Wed 5/6/20		Kevin,Janelle
71							
72		Parks	260 days	Wed 1/2/19	Tue 12/31/19		
73		Review reservation fees	128 days	Wed 1/2/19	Fri 6/28/19		Jake
74		Park safety inspection checklist	63 days	Wed 1/2/19	Fri 3/29/19		Janelle,Sean
75		Parks Master Plan	248 days	Wed 1/2/19	Fri 12/13/19		Janelle
76		Parks Maintenance Plan	63 days	Wed 1/2/19	Fri 3/29/19		Janelle
77		Remote control of irrigation system					
78							
79		Utilities	260 days	Wed 1/2/19	Tue 12/31/19		Kevin,Janelle,consultant
80		New utility billing and GL system selection	1 day	Fri 6/28/19	Fri 6/28/19		Kim
81		Rates	260 days	Wed 1/2/19	Tue 12/31/19		
82		Water	225 days	Wed 1/2/19	Tue 11/12/19		
83		Sewer	225 days	Wed 1/2/19	Tue 11/12/19		
84		Stormwater	217 days	Mon 3/4/19	Tue 12/31/19		
85		SDCs	260 days	Wed 1/2/19	Tue 12/31/19		
86		Water	260 days	Wed 1/2/19	Tue 12/31/19		
87		Sewer	260 days	Wed 1/2/19	Tue 12/31/19		
88		Streets	238 days	Fri 2/1/19	Tue 12/31/19		
89		Stormwater	261 days	Fri 2/1/19	Fri 1/31/20		
90		Parks	105 days	Mon 9/9/19	Fri 1/31/20		
91							
92		Stormwater	260 days	Wed 1/2/19	Tue 12/31/19		
93		Complete Stormwater Master Plan	15 days	Wed 1/2/19	Tue 1/22/19		
94		TMDL matrix revision	51 days	Mon 1/21/19	Mon 4/1/19		
95		Stormwater/drainage flyer	215 days	Mon 2/4/19	Fri 11/29/19		
96		Crooks Creek north trib project	433 days	Mon 2/4/19	Wed 9/30/20		
97		Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement plan	238 days	Wed 1/2/19	Fri 11/29/19		Janelle
98		Have Millersburg storm drain facilities added to Albany GIS system	225 days	Wed 1/2/19	Tue 11/12/19		Janelle
99		Erosion Control Permit Program	202 days	Mon 2/4/19	Tue 11/12/19		Janelle
100		Develop inspection and maintenance program	194 days	Mon 2/4/19	Thu 10/31/19		Janelle
101							
102		Water	260 days	Wed 1/2/19	Tue 12/31/19		
103		Evaluate DRC contract	154 days	Mon 4/1/19	Thu 10/31/19		Janelle
104		Water master plan - submit finance component	217 days	Wed 1/2/19	Thu 10/31/19		Janelle
105		Annual water audit	214 days	Mon 1/7/19	Thu 10/31/19		Janelle,Kim
106		OHA requirements tracking	260 days	Wed 1/2/19	Tue 12/31/19		Janelle
107							
108		Sewer	260 days	Wed 1/2/19	Tue 12/31/19		
109		Manhole grouting	18 days	Wed 1/2/19	Fri 1/25/19		Janelle
110		Finish lift station project	128 days	Wed 1/2/19	Fri 6/28/19		Janelle
111		Evaluate flow monitoring contract	154 days	Mon 4/1/19	Thu 10/31/19		Janelle
112		Reuse water study	260 days	Wed 1/2/19	Tue 12/31/19		Janelle,Kevin

Project: Task List
Date: Wed 10/2/19

Task		Summary		Inactive Milestone		Duration-only	
Split		Project Summary		Inactive Summary		Manual Summary Rollup	
Milestone		Inactive Task		Manual Task		Manual Summary	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
113							
114		Tranportation/Streets	260 days	Wed 1/2/19	Tue 12/31/19		
115		Bridge and pavement reporting to ODOT	23 days	Wed 1/2/19	Fri 2/1/19		Janelle
116		Street striping program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle
117		Crack seal/slurry seal program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle
118		OSR/I-5 guardrail evaluation	1 day	Fri 8/30/19	Fri 8/30/19		Janelle
119							
120		Miscellaneous	260 days	Wed 1/2/19	Tue 12/31/19		
121		Newsletter	260 days	Wed 1/2/19	Tue 12/31/19		Kim
122		Post utility rate and SDC info to website once changes are adopted	197 days	Mon 4/1/19	Tue 12/31/19		Janelle, Kim
123		Change city name for addressing			Tue 6/30/20		Kevin
124		Complaint form	1 day	Wed 1/2/19	Wed 1/2/19		
125							
126		HR	201 days	Wed 1/2/19	Wed 10/9/19		
127		Annual evaluation form	22 days	Wed 1/2/19	Thu 1/31/19		Kevin, Janelle
128		Update employee manual	200 days	Wed 1/2/19	Tue 10/8/19		Kevin, Forrest
129		Update maintenance job descriptions	151 days	Wed 1/2/19	Wed 7/31/19		Janelle



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: September 26, 2019 for the October 8, 2019 City Council Meeting
SUBJECT: Republic Services Rate Increase Request for 2020

Action Requested: Consideration for approval of the rate increase requested by Republic Services for solid waste management.

Discussion: The City of Millersburg currently has an exclusive franchise agreement with Albany-Lebanon Sanitation (dba Republic Services). Under the current franchise agreement (attached) Republic Services is required to submit to the City a schedule of rates for its customers, and those rates are subject to approval by resolution by the City (Section 21).

Our agreement also states the following with regard to establishing rates, or in considering rate increases or decreases, "In establishing rates or in consideration of rate increases or decreases, the City must find that the rates will be just, fair, reasonable and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchise and the ability of the customer to pay such rates charged by a similar business."

Remaining items the Council is to consider are addressed in Section 21 of the current franchise agreement. **ORS 459.085 City, county authority to issue collection service franchises; opportunity to recycle; rates** (attached) has additional requirements regarding rate increase requests in Section 8.

Republic Services is requesting a 2.4% increase for 2020 for an average of 55¢ per residential customer. For comparison, our rate increase last year was 5.7%, or an average of \$1.23 per residential account per month. The 2020 increase will be effective January 1, 2020 and is based upon the formula identified in our Franchise Agreement based on the Consumer Price Index, fuel pricing, and disposal costs.

Budget Impact: Approval of the rate increase would result in a slight increase in franchise fees received.

Recommendation: Staff recommends passage of the attached Resolution authorizing the 2.4% increase

Attachment(s):

- Rate increase request supporting documentation, current and proposed rates from Republic Services
- Current Franchise Agreement
- ORS 459A.085
- Resolution 2019-19 - Republic Services Rate Increase for 2020



August 23, 2020

Mayor Jim Lepin
Millersburg City Council
Millersburg City Staff

This report provides information necessary to calculate the Refuse Rate Index effective January 1, 2020. The calculation is based on the Consumer Price Index, fuel pricing and disposal cost. Based on these factors, the increase for 2020 will be calculated at 2.4%, or an average of 55¢ per residential account per month.

In addition, you will find current information about the increased cost of recycling and the state of recycling both locally and globally. While we are not requesting an increase to offset recycling, we want the City to be informed about this process.

We are proud to partner with the City of Millersburg and appreciate your comments and suggestions as you review this document. Feel free to contact either of us with questions.

Best Regards,

A handwritten signature in blue ink that reads "Julie Jackson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Julie Jackson
Municipal Relations Manager
Republic Services
541-286-3313

Rich Dysinger
Division Manager
Republic Services
541-801-2101

Republic Services - City of Millersburg RRI

	Index: June 30, 2018	Index: June 30, 2019	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	152.094	155.956	2.5%	65%	1.7%
CPI - West Coast Ultra Low Sulfur Diesel	3.735	3.631	-2.8%	10%	-0.3%
Coffin Butte Disposal Rate (4.0% cap)	\$ 42.00	\$ 44.00	4.0%	25%	1.0%
Rate Adjustment %					2.4%
					100.0%
Adjustment Factor					102.4%

*Republic Services of Albany
City of Millersburg
Statement of Income
For the Year Ended December 31, 2017 and 2018*

	<u>2017</u>	<u>2018</u>	<u>% Change</u>
<i>Revenue</i>	912,884	1,043,344	14.3%
<i>Cost of Operations</i>	673,962	799,630	18.6%
<i>Gross Profit</i>	<u>238,922</u>	<u>243,714</u>	2.0%
<i>Sales, General and Administrative</i>	98,952	99,451	0.5%
<i>Operating Income</i>	<u>139,970</u>	<u>144,263</u>	3.1%
<i>Provision for Income Taxes</i>	55,988	41,259	-26.3%
<i>Net Income</i>	<u><u>83,982</u></u>	<u><u>103,004</u></u>	22.6%
<i>Net Income as a Percent of Sales</i>	9.2%	9.9%	

Republic Services of Albany
City of Millersburg
Schedule of Direct Expenses
For the Year Ended December 31, 2017 and 2018

	2017	2018	% Change
<i>COST OF OPERATIONS</i>			
Labor	164,988	193,398	17%
Repairs and Maintenance	75,325	84,611	12%
Vehicle Operating Costs	41,348	54,339	31%
Facility	28,272	37,935	34%
Insurance	24,132	22,502	-7%
Disposal & Recycle Purchases	249,854	293,280	17%
Franchise Fees	42,549	51,508	21%
Other Operating Costs	5,237	20,722	296%
Depreciation	42,257	41,334	-2%
<i>TOTAL COST OF OPERATIONS</i>	673,962	799,630	19%
<i>Sales, General and Administrative</i>			
Salaries	35,946	29,679	-17%
Rent and Office Expense	10,854	11,494	6%
Travel and Entertainment	1,262	1,727	37%
Professional Fees	1,313	1,403	7%
Bad Debt Expense	4,241	5,072	20%
Management Services	31,655	34,050	8%
Other Expenses	13,682	16,027	17%
<i>TOTAL SALES, GENERAL & ADMINISTRATIVE</i>	98,952	99,451	1%

Millersburg

CURRENT YEAR: 2018

PRIOR YEAR: 2017

Month	2018 Receipts	Fee Paid	Month	2017 Receipts	Fee Paid
18-Jan	\$81,482	\$4,074	17-Jan	\$63,160	\$3,158
18-Feb	\$74,175	\$3,709	17-Feb	\$60,605	\$3,030
18-Mar	\$85,855	\$4,293	17-Mar	\$72,921	\$3,646
18-Apr	\$85,355	\$4,268	17-Apr	\$59,784	\$2,989
18-May	\$86,909	\$4,345	17-May	\$69,396	\$3,470
18-Jun	\$85,142	\$4,257	17-Jun	\$65,208	\$3,260
18-Jul	\$93,990	\$4,700	17-Jul	\$76,659	\$3,833
18-Aug	\$90,952	\$4,548	17-Aug	\$77,695	\$3,885
18-Sep	\$79,586	\$3,979	17-Sep	\$72,147	\$3,607
18-Oct	\$94,457	\$4,723	17-Oct	\$79,226	\$3,961
18-Nov	\$88,664	\$4,433	17-Nov	\$82,157	\$4,108
18-Dec	\$83,603	\$4,180	17-Dec	\$72,032	\$3,602
TOTAL	\$1,030,169	\$51,508	TOTAL	\$850,989	\$42,549

RS of Albany

Residential		
A"		
Service	Monthly	Bi-Monthly
1 Can	\$23.67	\$47.22
Add can	\$17.37	\$34.52
20g cart	\$17.62	\$35.25
32g cart	\$19.76	\$39.52
80g cart	\$30.84	\$61.68
On call 35G	\$13.72	
Load/Drive	\$18.85	\$37.80
YO Only	\$8.40	\$16.80
CO Only	\$8.40	\$16.80
Extra YO	\$8.40	\$16.80
Extra CO	\$8.40	\$16.80
RC Only	\$8.40	\$16.80
Extra RC	\$8.40	\$16.80
Enclosure	\$25.19	\$50.38
W/Sec		
Return Trip (In Area-On Service Day)-RTR		\$27.43
EXC-Wash Cart		\$44.33
Residential Container Exchange (1 year @ no charge)		\$22.63
Residential Extra Pick Up - EXR HOURLY-80 Min		\$125.90
LLK-Locking Cart Set Up		\$28.88

Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
IF LEBANON - Wed ONLY	
Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
BU1-Dead Large Animal	\$126.27
FUR-Furniture	\$34.94
MAT-Mattress or boxspring	\$28.99
TRE-Christmas Trees (up to 8 ft and no tinsel)	\$10.05
Special Pick Ups - Delivery Rt - Serv Day	
APP-Appliance Without Freon	\$29.37
APN-Appliance With Freon	\$39.63
TIR-Tires	\$15.13
BU2-Tires with rim	\$22.63
BU3-Truck Tires	\$32.70
BU4-Truck Tires with rim	\$46.56

Supplemental Service Fees	
Commercial Delivery	\$30.00
Commercial Exchange-EXC	\$46.56
Commercial Dry Run-DRY	\$62.94
Commercial Extra Lift-EXT	See EXT Rates
Commercial Extra Yardage-EXY	\$25.19
Commercial Relocate-REL	\$125.90
Commercial Removal	NA
Industrial Delivery	\$47.82
Industrial Exchange-EXC	HOURLY
Industrial Dry Run-DRY	\$47.82
Industrial Relocate-REL	\$47.82
Industrial Removal	\$47.82
Residential Delivery	\$30.00
Residential Removal	NA
Fees	
Late Fee	1.5% or 5.00 Min
Returned Check Fee	\$25.00
Service Interrupt Fee	\$30.00
Account Origination Fee	\$10.00
Commercial Container Recovery Fee	\$480.00
Industrial Container Recovery Fee	\$4,000.00
Bin Replacement	\$15.00
32/35g Cart Recovery/Replacement	\$75.00
65G/RC Cart Recovery/Replacement	\$75.00
90g Yc Cart Recovery/Replacement	\$75.00
Monthly Recycle Processing Surcharge	\$2.00

Misc	
EXB-Extra 32 gal can/bag/box/heavy	\$10.05
Extra loose garbage per yard-EXY	\$25.19
Time per minute to pickup loose garbage-MIN	\$1.62
LLK-Locking Cart Set Up	\$28.88
Container Repair 3rd Party Labor Rate	\$76.95
Truck Time-HRS	\$125.90
Labor Charges Per Hour	\$97.20

Temp		
Size	Dump Fee	Max Rent
3yd	\$91.94	\$37.54
Rent- 1st week free		
After One Week	\$3.82	Per Day
Temp Delivery Sched		
FR 1 - LINN CO		T/F
FR 2/3/4 - SE/NE ALBANY		M/H
FR 2/3/4 - SW/NW ALBANY		T/F
FR 5 - Lebanon		W/F
FR 6/7 - Linn Co		T/F
FR 6 - Harrisburg		W
FR 9 - Harrisburg		W
FR 11 - NOT AVAILABLE		NA
FR 12 - Scioto		T
Size	Dump Fee	Max Rent
300g YW	\$42.85	\$26.46
Rent- 1st week free, then prorated		
Div. On Serv Day Only - Pu. Only on yw day		

Commercial Stab					
Size	1/week	2/week	3/week	4/week	5/week
1.5 yd	\$129.47	\$240.94	\$352.40	\$464.12	\$575.57
2 yd	\$157.21	\$294.66	\$419.19	\$569.56	\$707.02
3 yd	\$195.90	\$368.35	\$540.78	\$713.38	\$885.83
4 yd	\$233.44	\$440.90	\$648.24	\$855.79	\$1,063.13
6 yd	\$321.69	\$613.12	\$904.78	\$1,196.21	\$1,487.63
8 yd	\$392.72	\$748.16	\$1,092.24	\$1,458.98	\$1,849.28

Commercial Compactors						
Size	1/week	2/week	3/week	4/week	5/week	EXT
2 yd	\$375.65	\$715.45	\$1,055.03	\$1,394.87	\$1,734.23	\$103.96
3 yd	\$479.37	\$913.22	\$1,364.39	\$1,784.36	\$2,227.45	\$129.82
4 yd	\$572.70	\$1,092.72	\$1,608.80	\$2,127.41	\$2,643.74	\$163.11
5 yd	\$666.81	\$1,277.45	\$1,715.30	\$2,267.80	\$2,819.90	See Kevin
6 yd	\$795.60	\$1,528.40	\$2,253.09	\$2,978.70	\$3,703.18	\$234.95
8 yd	\$964.72	\$1,842.82	\$2,704.72	\$3,566.19	\$4,411.25	\$302.63

Commercial Manual						
Size	BI/Wk	1/week	2/week	3/week	4/week	5/week
1 yd	NA	NA	NA	NA	NA	NA
1.5 yd	NA	\$153.39	\$291.08	\$428.87	\$566.34	\$703.90
2 yd	NA	\$187.82	\$357.72	\$527.52	\$697.44	\$867.12
3 yd	NA	\$239.70	\$456.61	\$682.20	\$892.17	\$1,113.72
4 yd	NA	\$286.34	\$546.35	\$804.41	\$1,063.71	\$1,321.88
5 yd	NA	\$333.41	\$638.72	\$938.27	\$1,240.48	\$1,541.93
6 yd	NA	\$397.81	\$764.20	\$1,126.55	\$1,489.36	\$1,851.59
8 yd	NA	\$482.36	\$921.41	\$1,352.37	\$1,783.11	\$2,205.62

Commercial On Call Containers/EXT Rates		
Size	Dump Fee	Rent
1 yd	NA	NA
1.5 yd	\$43.33	\$32.00
2 yd	\$51.97	\$34.76
3 yd	\$54.92	\$37.54
4 yd	\$61.55	\$40.31
6 yd	\$117.46	\$43.20
8 yd	\$151.31	\$45.97

Commercial Food Waste	
90g Emptied Weekly	\$57.75
Each Additional Cart	\$9.99
Commercial Yard Debris	
90g with Trash	\$0.00
Extra YC	\$6.40
Commercial Compacted Recycle	
Commercial Recycling	\$2.00

Must Stay At Curb	
MISC: XCS-Container Over Weight Charge per 500 lbs	\$18.95

EP1-Container Off Route Pick Up In area - 30 min	\$62.95	EP2-Container Off Route Pick Up - Out of Area 60 min	\$125.90	LOC-Lock & Key	\$26.46
				LLK-Locking Container Set Up	\$63.05

Industrial	
Prepayment 10-30yd	\$317.10
Prepayment 40yd	\$369.95
10yd Haul	\$221.55
20yd Haul	\$221.55
30yd Haul	\$235.40
40yd Haul	\$249.26
15yd Compactor Haul	\$287.03
20yd Compactor Haul	\$287.03
30yd Compactor Haul	\$308.52
40yd Compactor Haul	\$308.52
Asbestos Haul	\$115.20

Rent		
Temp Rent Per Day	Per Month	Provised Per Day
Temp Industrial Rent Per Month	\$327.90	
Perm Industrial Rent Per Month	\$122.09	
Perm Industrial Rent Per Month 10yd RE (lidded)	\$142.30	
Perm Industrial Rent Per Month 20yd RE (lidded)	\$142.30	
Perm Industrial Rent Per Month 30yd RE (lidded)	\$142.30	
Perm Industrial Rent Per Month 40yd RE (lidded)	\$148.54	
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$171.18	
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$171.18	
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$171.18	
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$177.54	

Disposal *Pass Through	
Trash - Per Ton	\$48.00
Y/W/Wood - Per Ton	\$47.50
Environmental Fee Per Haul	\$16.25
Sheet/Rock Disposal Per Ton	SAME AS TRASH
Metal	None
Concrete	\$75.00
Security Box	
Rent	\$120.00
Delivery Pick Up - One Hour Min	\$75.00

Version: 7/1/2019
 Resi PI% 3.50% Com PI% 3.50% Ind PI% 3.50%

Compactor Cleaning	Per Hour
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RS of Albany

Rate Effective 1/1/20

Resi		
A1		
Service	Monthly	Bi-Monthly
1 Can	\$24.18	\$28.35
Add can	\$17.73	\$35.45
20c cart	\$18.05	\$35.10
32c cart	\$20.23	\$20.45
50c cart	\$31.55	\$53.15
On call 35G	\$14.05	
24-drive	\$12.40	\$38.80
YO Only	\$9.80	\$17.20
CO Only	\$9.80	\$17.20
Extra YO	\$9.80	\$17.20
Extra CO	\$9.80	\$17.20
RC Only	\$9.80	\$17.20
Extra RC	\$9.80	\$17.20
Enclosure	\$25.79	\$51.58
Misc		
Return Trip (In Area-On Service Day)-RIN		\$28.09
EXC-Wash Cart		\$45.39
Residential Container Exchange (1 year @ no charge)		\$23.17
Residential Extra Pick Up - EXR HOURLY-60 MIN		\$128.92
LLK-Locking Cart Set Up		\$29.57

Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
IF LEBANON - Wed ONLY	
Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
BU1-Dead Large Animal	\$129.30
FUR-Furniture	\$35.78
MAT-Mattress or boxspring	\$29.69
TRE-Christmas Trees (up to 8 ft and no tinse)	\$10.29
Special Pick Ups - Delivery Rt - Serv Day	
APP-Appliance Without Freon	\$30.07
APN-Appliance With Freon	\$40.58
TIR-Tires	\$15.49
BU2-Tires with rim	\$23.17
BU3-Truck Tires	\$33.48
BU4-Truck Tires with rim	\$47.68

Supplemental Service Fees	
Commercial Delivery	\$30.00
Commercial Exchange-EXC	\$47.68
Commercial Dry Run-DRY	\$64.45
Commercial Extra Lift-EXT	See EXT Rates
Commercial Extra Yardage-EXY	\$25.79
Commercial Relocate-REL	\$128.92
Commercial Removal	NA
Industrial Delivery	\$48.97
Industrial Exchange-EXC	HOURLY
Industrial Dry Run-DRY	\$48.97
Industrial Relocate-REL	\$48.97
Industrial Removal	\$48.97
Residential Delivery	\$30.00
Residential Removal	NA
Fees	
Late Fee	1.5% or 5.00 Min
Returned Check Fee	\$25.00
Service Interrupt Fee	\$30.00
Account Origination Fee	\$10.00
Commercial Container Recovery Fee	\$480.00
Industrial Container Recovery Fee	\$4,000.00
Bin Replacement	\$15.00
32/35g Cart Recovery/Replacement	\$75.00
65G/RC Cart Recovery/Replacement	\$75.00
90g Yc Cart Recovery/Replacement	\$75.00
Monthly Recycle Processing Surcharge	\$2.00

Misc	
EXB-Extra 32 gal can/bag/box/heavy	\$10.29
Extra loose garbage per yard-EXY	\$25.79
Time per minute to p/u loose garbage-MIN	\$1.66
LLK-Locking Cart Set Up	\$29.57
Container Repair 3rd Party Labor Rate	\$76.95
Truck Time-HRS	\$128.92
Labor Charges Per Hour	\$99.60

Temp		
Size	Dump Fee	Max Rent
3yd	\$94.15	\$38.44
Rent- 1st week free		
After One Week	\$3.91	Per Day
Temp Delivery Sched		
FR 1 - LINN CO		T/W
FR 2/3/4 - SE/NE ALBANY		M/H
FR 2/3/4 - SW/NW ALBANY		T/W
FR 5 - Lebanon		W/F
FR 6/7 - Linn Co		T/W
FR 6 - Harrisburg		W
FR 9 - Harrisburg		W
FR 11 - NOT AVAILABLE		NA
FR 12 - Scioto		T
Size	Dump Fee	Max Rent
300g YW	\$43.88	\$27.10
Rent- 1st week free, then prorated		
Dlv: On Serv Day Only - Pu: Only on yw day		

Commercial Stab					
Size	1/week	2/week	3/week	4/week	5/week
1.5 yd	\$132.58	\$246.72	\$360.86	\$475.26	\$589.38
2 yd	\$160.98	\$301.73	\$429.25	\$583.23	\$723.99
3 yd	\$200.60	\$377.19	\$553.76	\$730.50	\$907.09
4 yd	\$239.04	\$451.48	\$663.80	\$876.33	\$1,088.65
6 yd	\$329.41	\$627.83	\$926.49	\$1,224.92	\$1,523.33
8 yd	\$402.15	\$768.12	\$1,118.45	\$1,494.00	\$1,893.66

Commercial Compactors						
Size	1/week	2/week	3/week	4/week	5/week	EXT
2 yd	\$384.67	\$732.62	\$1,080.35	\$1,428.35	\$1,775.85	\$106.46
3 yd	\$490.87	\$935.14	\$1,397.14	\$1,827.18	\$2,280.91	\$132.94
4 yd	\$586.44	\$1,118.95	\$1,647.41	\$2,178.47	\$2,707.19	\$167.02
5 yd	\$682.81	\$1,308.11	\$1,715.30	\$2,267.80	\$2,819.90	See Kevin
6 yd	\$814.69	\$1,565.08	\$2,307.16	\$3,050.19	\$3,792.06	\$240.69
8 yd	\$987.87	\$1,887.05	\$2,769.63	\$3,651.78	\$4,517.12	\$309.89

Commercial Manual						
Size	BU/Wk	1/week	2/week	3/week	4/week	5/week
1 yd	NA	NA	NA	NA	NA	NA
1.5 yd	NA	\$157.07	\$298.07	\$439.16	\$579.93	\$720.79
2 yd	NA	\$192.33	\$366.31	\$540.18	\$714.18	\$887.93
3 yd	NA	\$245.45	\$467.57	\$698.57	\$913.58	\$1,140.45
4 yd	NA	\$293.21	\$559.46	\$823.72	\$1,089.24	\$1,353.58
5 yd	NA	\$341.41	\$654.05	\$960.79	\$1,270.25	\$1,578.94
6 yd	NA	\$407.36	\$782.54	\$1,163.69	\$1,525.10	\$1,896.03
8 yd	NA	\$493.94	\$943.52	\$1,364.83	\$1,825.90	\$2,258.55

Commercial On Call		
Size	Dump Fee	Rent
1 yd	NA	NA
1.5 yd	\$44.37	\$32.77
2 yd	\$53.22	\$35.59
3 yd	\$65.48	\$38.44
4 yd	\$83.51	\$41.28
5 yd	\$120.28	\$44.24
8 yd	\$154.94	\$47.07

Commercial Food Waste	
90g Emptied Weekly	\$59.14
Each Additional Cart	\$9.61
Commercial Yard Debris	
90g with Trash	\$0.00
Extra YC	\$6.60
Commercial Commingled Recycle	
Commercial Recycling	\$2.00

Must Stay At Curb	
MISC: XCS-Container Over Weight Charge per 500 lbs	\$19.40
EP1-Container Off Route Pick Up In area - 30 min	\$64.46
EP2-Container Off Route Pick Up - Out of Area 60 min	\$128.92
LOC-Lock & Key	\$27.10
LLK-Locking Container Set Up	\$64.56

Industrial	
Prepayment 10-30yd	\$324.71
Prepayment 40yd	\$378.83
10yd Haul	\$226.88
20yd Haul	\$226.88
30yd Haul	\$241.05
40yd Haul	\$255.24
15yd Compactor Haul	\$293.92
20yd Compactor Haul	\$293.92
30yd Compactor Haul	\$315.92
40yd Compactor Haul	\$315.92
Asbestos Haul	\$117.96

Rent		
Temp Rent Per Day	Per Month	Per Year
Temp Industrial Rent Per Month	\$327.90	
Perm Industrial Rent Per Month	\$125.02	
Perm Industrial Rent Per Month 10yd RE (lidded)	\$145.72	
Perm Industrial Rent Per Month 20yd RE (lidded)	\$145.72	
Perm Industrial Rent Per Month 30yd RE (lidded)	\$145.72	
Perm Industrial Rent Per Month 40yd RE (lidded)	\$152.10	
Perm Industrial Rent Per Month 10yd RE (lidded) not crnk	\$175.29	
Perm Industrial Rent Per Month 20yd RE (lidded) not crnk	\$175.29	
Perm Industrial Rent Per Month 30yd RE (lidded) not crnk	\$175.29	
Perm Industrial Rent Per Month 40yd RE (lidded) not crnk	\$181.80	

Disposal *Pass Through	
Trash - Per Ton	\$48.00
YW/Wood - Per Ton	\$47.50
Environmental Fee Per Haul	\$16.25
Sheet/Rock Disposal Per Ton	SAME AS TRASH
Metals	None
Concrete	\$75.00

Security Box	
Rent	\$120.00
Delivery Per Hour - One Hour Min	\$75.00

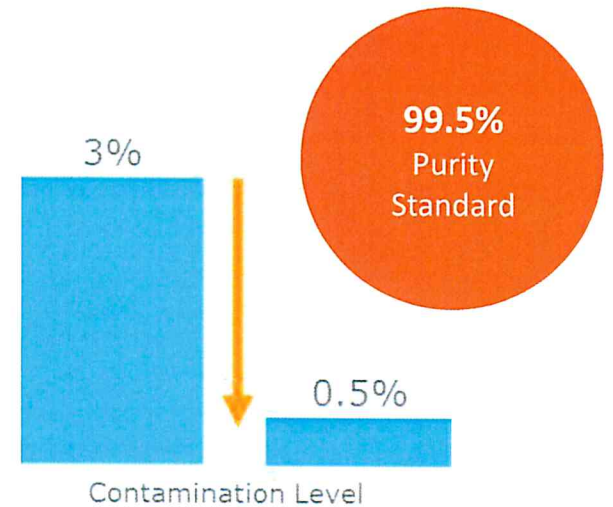
Compactor Cleaning	Per Hour
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Version: 7/1/2019
Resi P1% 2.40% Com P1% 2.40% Ind P1% 2.40%

China Sword

A disruption in the global recycling industry.

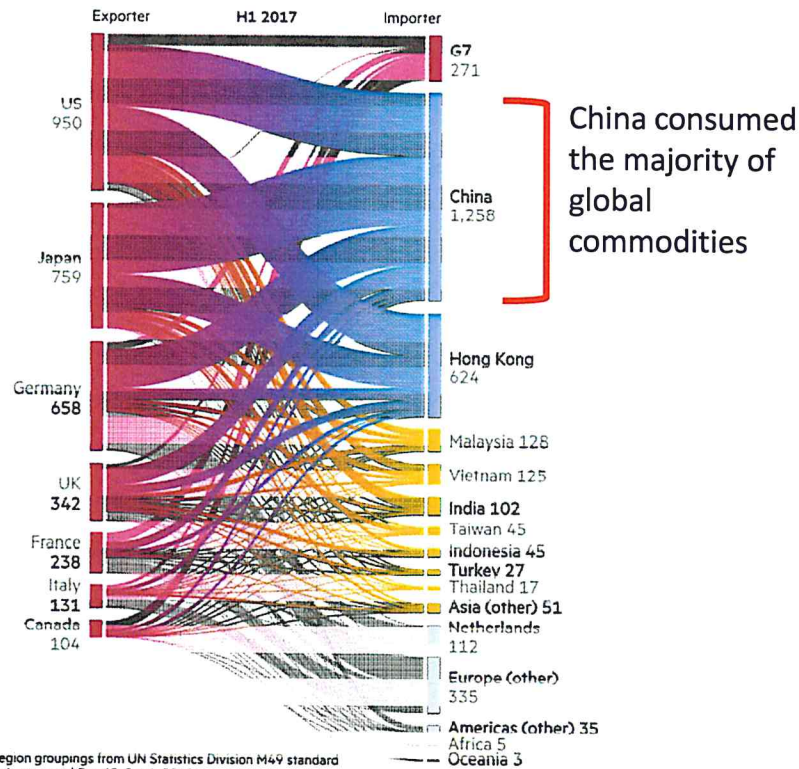
- In December 2017, China announced their environmental initiative, National Sword, to reduce pollution.
- China reduced the contamination level of imported materials from **3% to 0.5%**.
- China banned **all** mixed paper from import, regardless of contamination levels.



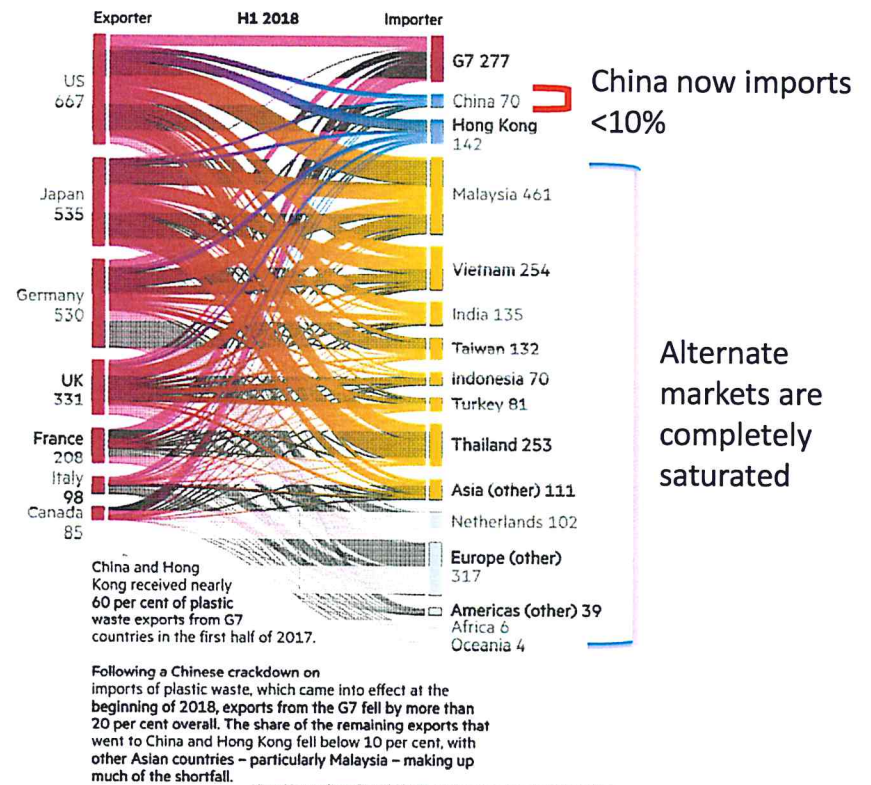
Shift in Commodity Markets

Exports of plastic waste, pairings and scrap from G7 countries ('000 tons)

Before China Sword



After China Sword

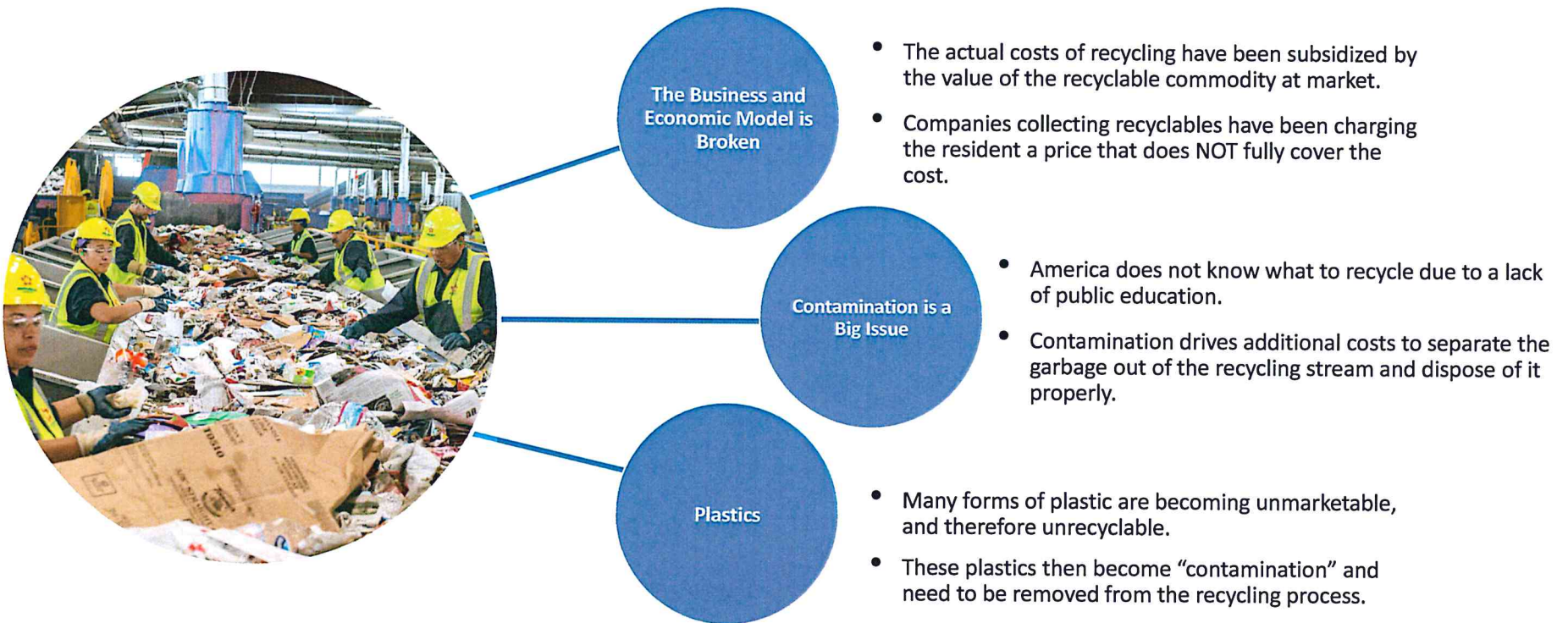


Region groupings from UN Statistics Division M49 standard
 Data accessed Sep 19-Oct 1, 2018
 Sources: US Census Bureau; Japan e-Stat; Eurostat; Statistics Canada
 © FT

Source: Financial Times, Oct 24, 2018

Recycling Economics

It's time to face the uncomfortable economics behind household recycling.



Taking Action

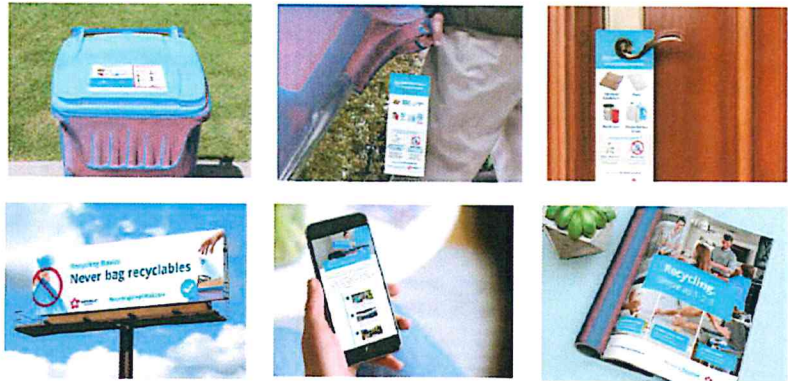
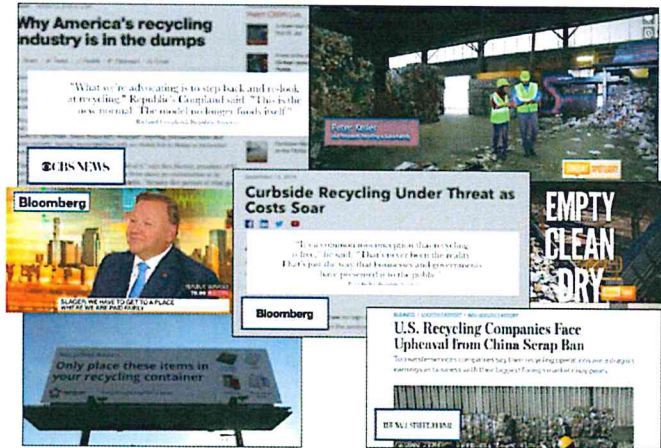
Republic Services is committed to building a sustainable recycling business model.

2.5 Billion Media Impressions

Republic Services has garnered 2.5B media impressions regarding our recycling education.

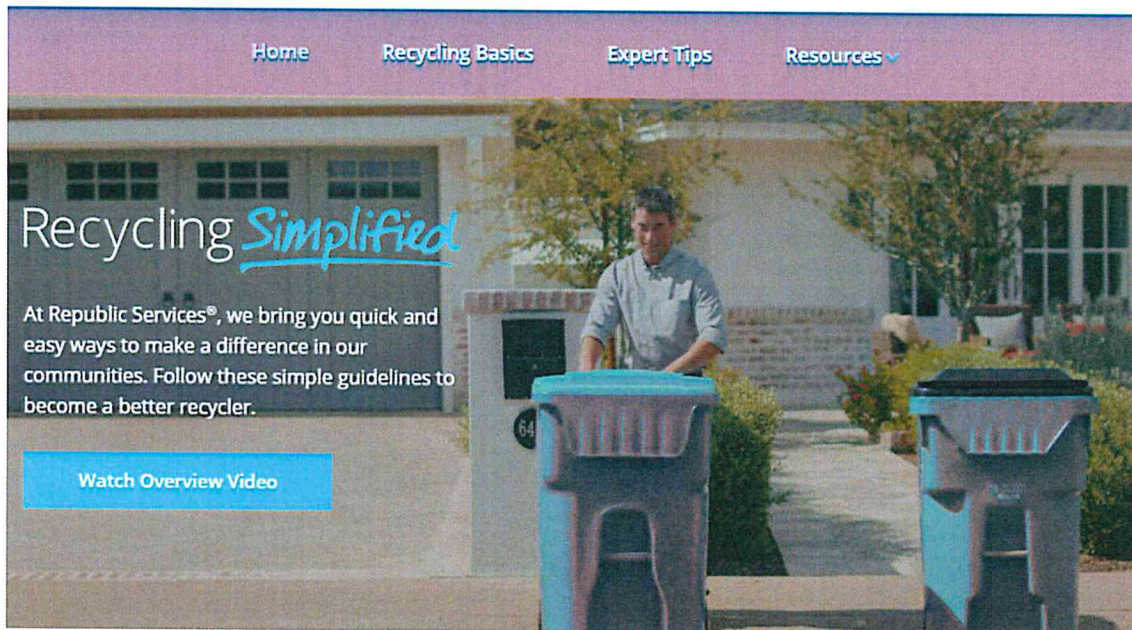
Recycling Simplified

This \$3.5M campaign is a simplified education plan for residents, businesses, and schools.



Recycling Simplified

We are a leader in recycling education, teaching communities what to recycle and how to avoid contamination.



Recycling Resources for:

- Residential
- Municipal
- Business
- Media

Public Education Materials:

- Website Inserts
- Print Ads
- Billboards
- Brochures

RecyclingSimplified.com

- Lesson Plans
- Reference Guides
- Post Cards & Bill

AN ORDINANCE GRANTING AN EXCLUSIVE
SOLID WASTE MANAGEMENT
FRANCHISE TO ALBANY-LEBANON SANITATION)
COMPANY; AND FIXING TERMS, CONDITIONS)
AND COMPENSATION OF SUCH FRANCHISE ORDINANCE NO. 98

THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS:

Section 1. Short Title: This Ordinance shall be known as the "Solid Waste Management Ordinance" and may be so cited and pleaded and shall be cited herein as "this Ordinance."

Section 2. Purpose, Policy and Scope

- (a) In order to protect the health, safety, welfare and environment and to conserve energy and natural resources within the City; in order to provide for the Opportunity to Recycle, and to otherwise provide for solid waste management, it is declared to be the public policy of the City to regulate solid waste management to:
- (1) Carry out policies in ORS 459 and ORS 459A and to provide for the Opportunity to Recycle, taking advantage of a coordinated area-wide recycling collection service and promotion, education and marketing program;
 - (2) Insure safe, economical and comprehensive solid waste management service, including the efficient accumulation, storage, collection, transportation and disposal or resource recovery of solid wastes;
 - (3) Insure rates that are just, fair, reasonable and adequate to provide necessary service to users;
 - (4) Prohibit rate preference and other discriminatory practices which benefit one or a few users at an expense to other users of the service or the public.
- (b) Pursuant to ORS 459A.085, this Ordinance is adopted and the collection service franchise granted under this Ordinance is continued, extended and renewed. This action carries out the requirements of ORS 459A; the purposes of ORS 459.015 and the State Solid Waste Management Plan. The Ordinance is also adopted under municipal authority of the City.
- (c) To achieve the purposes of this Section, the City Council finds that it is necessary to have an exclusive collection service franchise for the City. On the basis of adequate public service, a voluntary level of recycling service in excess of City and State requirements; and meeting all requirements of this Ordinance, the existing collector, Albany-Lebanon Sanitation Company, a division of Allied Waste in North America, is recognized and franchised.

- (d) No person shall accumulate, store, collect, transport, dispose of, or resource recover solid wastes or provide service, except in compliance with this Ordinance and with ORS Chapters 459 and 459A dealing with solid waste and with regulations of the Environmental Quality Commission promulgated thereunder.
- (e) Except as otherwise provided in Section 4. of this Ordinance, no person other than the franchisee shall provide service or offer to provide or advertise for the performance of service.

Section 3. Definitions and Explanations

1. As used in this Ordinance:

(a) Specific Definitions:

- (1) "City" means the City of Millersburg and the area within its boundaries, including its boundaries as extended in the future.
- (2) "Collection Vehicle" is any vehicle used to collect, transport or dispose of solid waste and recyclable materials.
- (3) "Compaction" means the process by which material is shredded, manually compacted or mechanically compacted.
- (4) "Compensation" includes:
 - a. Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provisions for the payment of money, goods, services or benefits by tenants, lessees, occupants, members, cooperatives, or similarly situated persons.
 - b. The exchange of service between persons; and
 - c. The flow of consideration from a person owning, possessing or generating solid waste to another person who provides services or from a person providing services to another person owning, possessing or generating solid waste.
- (5) "Council" means the legislative body of the City
- (6) "Dispose or Disposal" includes accumulation, storage, collection, transportation and disposal of solid waste
- (7) "Franchise Collection" is a franchise to collect, transport, process, or recover solid waste and recyclable materials.
- (8) "Franchise Disposal" is a franchise to create or maintain a disposal site.
- (9) "Franchisee" means the person granted the Franchise by Section 4. of this Ordinance, or a subcontractor of such person. The particular Franchisee referred to in this Ordinance is Albany-Lebanon Sanitation Company.
- (10) "Generator" means the person who produces the solid waste and recyclable material and places it for collection and disposal or

processing. The term does not include a person who manages an intermediate function that results in alteration or compaction of the material after it has been produced by the generator and placed for collection and disposal or recovery.

- (11) "Grantee" means the corporation referred to in Section 2- 4. of this Ordinance.
- (12) "Infectious Waste" means biological waste, cultures and stocks, pathological wastes and sharps as defined in ORS 459.386 and 459.387.
- (13) "Incinerator" means a waste-to-energy facility specifically designed for the reduction by burning of solid, semi-solid or liquid combustible wastes, and the recovery of energy from said wastes.
- (14) "Mixed Recyclables" means two or more recyclable materials collected together, that are not separated, and that are in the combination of materials allowed by the City.
- (15) "Person" means an individual, corporation, association, firm, partnership, cooperative, trust, estate, joint partnership or other private legal entity.
- (16) "Placed for collection" means Solid waste, recyclable materials or yard debris that has been placed by the generator for collection by the franchisee in accordance with the terms of this Ordinance.
- (17) "Processing" means an operation where collected materials are sorted, graded, cleaned, identified or otherwise prepared for end use markets.
- (18) "Public Place" includes any City-owned park, place or grounds within the City that is open to the public but does not include a street or bridge.
- (19) "Putrescible Material" is solid waste containing organic material that can decompose and may give rise to foul-smelling, offensive products or which is capable of providing food for birds and potential disease vectors, such as rodents and flies, including but not limited to bones, meat, meat scraps, fat, grease, fish, fish scraps, vegetables, fruit and food containers or products contaminated with food wastes, particles or residues.
- (20) "Recycling Opportunity" means recycling done in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
- (21) "Resource Recovery" is the process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.
- (22) "Rules" are rules promulgated by state agencies pursuant to ORS Chapter 459 and Chapter 459A.
- (23) "Sanitary Landfill" is a site operated in compliance with a permit issued by the Department of Environmental Quality for the disposal of solid waste by placing it in or upon land and covering it with earth or other approved cover material.

- (24) "Service" means collection service as defined by ORS 459.005(3) and which service includes the collection, transportation, disposal, reuse, recycling or other resource recovery of or from solid waste or recyclable materials or both, by franchisee for compensation.
- (25) "Service Area" is the geographical area in which service, other than operation of a disposal site, is provided by franchisee, and includes all area within the city limits of the City.
- (26) "Solid Waste" {See General Definitions}
- (27) "Solid Waste Management" is the management of service.
- (28) "Transfer Site or Transfer Facility" means a facility used as an adjunct to collection vehicles, a resource recovery facility, or a disposal site between the collection of the waste/solid waste and disposal site, including but not limited to a concrete slab, pit, building, hopper, railroad gondola or barge. Transfer site or transfer facility does not include a self-propelled, compactor-type solid waste collection vehicle into which scooters, pickups, small packers or other satellite collection vehicles dump collected solid waste for transport to a transfer site, disposal site, landfill, waste-to-energy facility, or resource recovery site or facility.
- (29) "Waste" is material that is no longer wanted or usable by the source, the source generator or producer of the material, which material is to be disposed of or resource recovered by another person, and includes both source separated material and non-source separated materials.

(b) General Definitions. The following terms shall have the meanings as they are defined in ORS 459.005 and 459A.005: "Collection Service," "Commercial," "Disposal Site," "Energy Recovery," "Franchise," "Hazardous Waste," "Household Hazardous Waste," "Material Recovery," "Recyclable Material," "Recycling," "Reuse," "Solid Waste," "Source Separate."

2. As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

Section 4. Rights Granted by Exclusive Franchise. Subject to the conditions and reservations contained in this Ordinance, and to further the purpose, policy and scope as stated in Section 2. herein, the City hereby grants to ALBANY-LEBANON SANITATION COMPANY, a corporation, the exclusive right, privilege and franchise to provide service to residents and persons located within the City of Millersburg, and to use the City streets within the City of Millersburg for said purpose, and to charge compensation from the residents and persons within the City for whom service is provided. The franchisee shall have all other rights, privileges and franchises necessary or incidental to the business of providing such service. The boundaries of the City are those in effect as of the effective date of this Ordinance, and any area that may be hereafter annexed to the City. For the purpose of this Franchise, the Franchisee shall have the right to use the streets of the City. No other person shall provide service for compensation or

offer to provide or advertise for the performance of such service to any owner, tenant, lessee, member or occupant of any real property in the City.

Nothing in this Ordinance shall:

- (a) Prohibit any person from engaging in the collection of source separated materials for resource recovery or recycling for the purpose of raising funds for a charitable, civic or benevolent activity after notice to the Franchisee and permission from the Franchisee or the Council, providing said person or organization is not organized or operated for any solid waste management purpose.
- (b) Prohibit any person from transporting solid wastes produced by themselves if the loading and operation of the vehicle containing the solid waste or wastes prevents the contents from dropping, sifting, leaking or otherwise escaping onto public rights-of-way or property adjacent thereto, and if such material will be disposed of or resource recovered pursuant to all applicable laws, ordinances and regulations of federal, state or local government units having jurisdiction. Solid waste produced by a tenant, lessee, member, occupant or person other than the owner of the occupied, leased, or licensed premises shall be considered to be produced by such tenant, licensee, member, occupant or person and not by the landlord or property owner, and shall not be collected or transported by the owner or manager or landlord of the facility being rented, leased or for which a membership benefit may accrue.
- (c) Prohibit any person from contracting with the state or a federal agency to provide service to such agency under a written contract with such agency.
- (d) Prohibit any person from providing service for hazardous waste, as defined herein, if they comply with all rules and regulations related to the collection, transportation and disposal of hazardous waste.

Section 5. Franchise Term. The rights, privileges and collection franchise herein granted shall be considered as a continuing six (6) year franchise, subject to termination as follows:

Unless grounds exist for suspension, modification or revocation of the franchise under Section 12. of this Ordinance, the franchise granted under this Ordinance shall be considered as a continuing six (6) year term. That is, beginning on January 1 of each year, the franchise shall be considered renewed for an additional six (6) year term, unless at least thirty (30) days prior to January 1 of any year, the City shall notify the Franchisee in writing of its intent to terminate the franchise. Upon the giving of such Notice of Termination, the franchisee shall have a franchise which will terminate six (6) years from the date of the written Notice of Termination. Further continuing term renewals may be reinstated by the City.

The City shall have the right, at the end of every two (2) year period, to review any of the terms of this franchise and to work with Franchisee to implement the modifications desired by the City (including an adjustment in the franchise fee), taking into account the technological and economical feasibility of such modifications, and allowing compensation to Franchisee in the rates for any increased cost of service due to such modifications.

Section 6. Public Works and Improvements Not Affected by Franchise. The City reserves the right to:

1. construct, install, maintain and operate any public improvement, work or facility.
2. do any work that the City may find desirable on, over or under any street, bridge or public place; and
3. vacate, alter or close any street, bridge or public place.

Section 7. Safety Standards and Work Specifications.

1. The equipment and facilities of the Franchisee shall at all times be maintained in a safe, substantial and workmanlike manner.
2. For the purpose of carrying out the provisions of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time, taking into account the technological and economical feasibility of said changes and allowing compensation to Franchisee in the rates for any increased cost of said changes.

Section 8. Location and Relocation of Facilities The Franchisee may maintain business facilities within the City if areas are properly zoned for that purpose, but not a disposal site.

Section 9. Franchise Fee.

1. In consideration of the franchise granted by this Ordinance, the Franchisee shall pay the City from and after the ___ day of _____, 2005, an amount equal to FIVE PERCENT (5%) per year of the gross revenue from collection service provided to residents and persons within the City. For the purpose of determining the franchise fee, uncollectible debts shall be deducted in computing gross revenue.
2. The franchise fee required by this section shall be due for each calendar year on a quarterly basis, and payments are to be made within thirty (30) days of the end of each calendar quarter.
3. The Franchisee shall furnish to the City with each payment of franchise fee required by this section, a written statement, under oath, and executed by an officer of Franchisee, showing the amount of gross revenue of the Franchisee within the City for the period covered by the payment, computed on the basis set out in Subsection 1. of this section. If the Franchisee fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Franchisee within fifteen (15) days from discovery of the error or determination of the correct amount. Any overpayment to the City, through error or otherwise, shall be offset against the next payment due from the Franchisee.

4. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

Section 10. Franchisee Responsibility

(a) The Franchisee shall:

- (1) Dispose of solid waste and waste collected at a disposal site, waste-to-energy facility or transfer site or facility approved by the Department of Environmental Quality, or resource recover the solid waste and waste, both in compliance with Chapters 459 and 459A of Oregon Revised Statutes, and regulations promulgated thereunder.
- (2) Provide the Opportunity to Recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
- (3) Provide and keep in force public liability insurance in an amount that is not less than the minimum requirements of the Oregon Tort Claims Act in ORS 30.270, which shall be evidenced by a certificate of insurance filed with the City Recorder.
- (4) Provide sufficient collection vehicles, containers, facilities, personnel and finances to provide all types of necessary service, or subcontract with others to provide certain types of specialized service in accordance with this Ordinance.
- (5) Respond to any written complaint on service.

(b) The Franchisee shall not:

- (1) Give any rate preference to any person, locality or type of solid waste service. This paragraph shall not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of solid waste handled and location of customers, so long as such rates are reasonably based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent franchisee from volunteering service at reduced cost for a charitable, community, civic or benevolent purpose.
- (2) Transfer this franchise or any portion thereof to other persons without the prior written consent of the City Council, which consent shall not be unreasonably withheld. The City Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchise holder. A pledge of this franchise shall be considered as a transfer for the purposes of this subsection.

Section 11. Supervision. Service provided under this franchise shall be under the supervision and inspection of the City Council or their designee. The franchisee shall, at reasonable times that are during regular business hours, permit inspection of its facilities, equipment, personnel and records in relation to the service under this franchise.

Section 12. Suspension, Modification or Revocation of Franchise

- (a) Willful violation of this Ordinance, or failure of franchisee to comply with a written notice from the Council to provide necessary service or to otherwise comply with the provisions of this Ordinance, after a reasonable opportunity to comply, shall be grounds for modification, revocation or suspension of the Franchise.
- (b) After written notice from the City Council that such grounds exist, the franchisee shall have thirty (30) days from the date of giving such notice in which to comply or to request a public hearing before the City Council. Said written notice may be delivered to franchisee personally, electronically or by US mail to franchisee's business address. In the event of a public hearing, the franchisee and other interested persons shall have an opportunity to present information and testimony in oral or written form.
- (c) If franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council may suspend, modify or revoke the franchise, or make such action contingent upon continued noncompliance with this Ordinance.

Section 13. Interruption or Termination of Service. The franchisee shall not terminate service to all or a portion of his customers unless:

- (a) The street or road access is unavoidably blocked through no fault of the franchisee and there is no reasonable alternate route or routes to serve all or a portion of its customers; but in either event, the City shall not be liable for any such blocking of access; or
- (b) Adverse weather conditions or other access conditions render providing service unduly hazardous to persons or equipment providing such service, or if such interruption or termination is caused by an act of God or a public enemy, or
- (c) A customer has not paid for services rendered within 60 days of the mailing of the bill.

Section 14. Books of Accounts and Reports. The Franchisee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under Section 9. of this Ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time. The Council

may require periodic reports from the Franchisee relating to its operations and revenues within the City.

Section 15. Collection Facilities. The Franchisee may maintain facilities in the City where its customers may pay their bills for service during normal business hours.

Section 16. Supplying Maps Upon Request. The Franchisee shall maintain on file at an office in Oregon maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Franchisee shall furnish to the City, without charge, and on a current basis, maps showing the places of collection and routes of transportation of the Franchisee's motor vehicles in the City.

Section 17. Indemnification. The Franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of the Franchisee, its agents or employees or due to exercising the rights, privileges and franchise hereby granted.

Section 18. Assignment of Franchise. This franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Franchisee.

Section 19. Remedies Not Exclusive When Requirement Waived. All remedies and penalties under this Ordinance, including termination of the franchise, are cumulative and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such penalty or remedy. The remedies and penalties contained in this Ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of the Ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this Ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this Ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

Section 20. Annexation. Subject to ORS 459.085(3), franchisee reserves all rights to serve any and all areas annexed to the City.

Section 21. Rates and Charges. The Franchisee shall submit to the City a schedule of rates for its customers and those rates are subject to approval by Resolution by the City. The City may approve those rates if they are not unreasonable and are not substantially higher than those charged generally under similar service requirements and for the same and similar quality of service, or the City may establish a different rate schedule. In establishing rates or in considering rate increases or decreases, the City must find that the rates will be just, fair, reasonable and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchisee, the ability

of the customer to pay such rates and the rates charged by a similar business. In determining the appropriate rates to be charged by the Franchisee, the Council shall consider:

- (a) The cost of performing the service provided by the franchisee.
- (b) The anticipated increase or decrease in the cost of providing this service.
- (c) The need for equipment replacement and the need for additional equipment to meet the service needs; compliance with federal, state or local laws or regulations; or, technological changes.
- (d) The franchisee's investment, the value of the business and the necessity that the franchisee have a reasonable operating margin and rate of return on revenue.
- (e) The public interest in assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service.
- (f) The local wage scales, cost of management, facilities, and disposal fees and charges.
- (g) Any profit or cost savings resulting from recycling and resource recovery, and any additional costs resulting from recycling and resource recovery.
- (h) Any increase or decrease in the franchise fee charged by the City.
- (i) Rates in other cities for similar service.
- (j) Any other information deemed necessary for a rate review and adjustment.

Section 22. Public Responsibility. Both the Franchisee and the public shall comply with ORS Chapters 459 and 459A and regulations promulgated pursuant thereto, including those regulations issued by the Department of Environmental Quality and the Workers' Compensation Board. The following requirements shall pertain to service under this Ordinance:

- (a) Each person in the City shall dispose of their putrescible solid waste and wastes in an approved manner at least every seven (7) days or at more frequent intervals where necessary to prevent the creation of health hazards, rodent harborage or sustenance, vector production or sustenance, or public nuisance.
- (b) If a customer uses a roller cart designed for mechanical collection, the customer shall use only receptacles furnished by the franchisee and the loaded weight of the receptacles shall comply with the manufacturer's specifications.
- (c) All carts designed for mechanical solid waste collection and all carts and containers designed for mechanical recyclable materials collection shall be placed at the curb or roadside by the customer prior to the time of collection.
- (d) If a customer uses a garbage can designed for manual collection, no garbage can shall exceed 32 gallons in size and shall not weigh more than 60 pounds gross loaded weight. Only round garbage cans shall be used, and cans shall be tapered so that they are larger at the top, and cans shall have handles at the top and a place for a handhold at the bottom.
- (e) Sunken refuse cans or containers shall not be installed or used.

- (f) To protect against injury to employees of the franchisee, and to protect against rodent and fire dangers, cans shall be rigid and of material that will not split or crack in cold weather
- (g) Customers shall provide safe access to the pickup point so as not to jeopardize the persons or equipment supplying service or the motoring public.
- (h) Stationary compactors for handling solid waste or recyclable materials shall comply with applicable federal and state safety regulations. No stationary compactor or other container or drop box shall be loaded so as to exceed the safe loading design limit or operation limit for collection vehicles used by franchisee. A person who wishes service for a compactor that such person is going to acquire, shall acquire a compactor approved by the franchisee that is compatible with the equipment of the franchisee or the equipment the franchisee is willing to acquire.
- (i) Customers shall take appropriate action to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes are not put into a cart, container or drop box. When materials or customer abuse, fire, or vandalism causes excessive wear or damage to a cart, container or drop box, the cost of repair or replacement may be charged to the customer.
- (j) Any person who receives service shall be responsible for the payment for that service. The landlord of any premises impliedly consents to the provision of service to the tenant thereof, and shall be responsible for payment for the service if the tenant does not pay.
- (k) The following additional billing policies shall apply:
 - (1) There shall be a pro-rate credit allowed on the regular monthly charge for service which is cancelled for three weeks or more, but none shall be allowed for service which is cancelled for less than three weeks.
 - (2) The franchisee may deny solid waste collection service to non-owner occupants of property unless payment therefore has been guaranteed in advance by the property owner, or unless a satisfactory cash deposit or advance payment has been made by said non-owner occupant.
 - (3) The franchisee may charge a late fee or a service-interrupt fee in accordance with the Resolution setting forth rates to be charged to customers by franchisee, as approved by the City from time to time.

Section 23. City Enforcement.

The City, through its appropriate officers, shall take all appropriate steps within the power of the City to protect the exclusive right and interest hereby given to the franchisee and shall cooperate in all particulars with the franchisee in protecting such exclusive right and shall, if deemed necessary, pass such additional ordinances as may be required to make the franchise exclusive and to enforce such ordinances by administrative, civil or criminal action, as necessary to obtain compliance with said ordinances.

Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

Section 24. Repeal. Millersburg Ordinance Number 87 is hereby repealed.


Section 25. Acceptance. The Franchisee shall, within thirty (30) days from the date this Ordinance takes effect, file with the City its written, unconditional acceptance of this franchise and, if the Franchisee fails to do so, this Ordinance shall be void.

PASSED BY THE COUNCIL at a regular meeting on the 9th day of August, 2005.




Clayton Wood
Mayor

Attest:



Barbara Castillo
City Administrator, Recorder

Franchise and Franchise Terms Accepted this 15 day of August, 2005.

By 

Carol Dion
General Manager
ALBANY-LEBANON SANITATION COMPANY

RESOLUTION NO. 2019-19

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, APPROVING
A RATE INCREASE FOR 2020 FOR REPUBLIC SERVICES**

WHEREAS, the City of Millersburg contracts, via a Franchise Agreement, with Republic Services to provide necessary disposal services to industries, residences, commercial sites, and others within the City of Millersburg; and,

WHEREAS, the City acknowledges that costs of these provided services increase with time; and,

WHEREAS, the City has given due consideration to ORS 459A.085; and,

WHEREAS, Republic Services has requested an increase for 2020 of 2.4%, or an average of \$0.55 per residential account per month, based on the Consumer Price Index, fuel pricing, and disposal costs.

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

The City of Millersburg approves the rate increase for Republic Services for 2020 of 2.4%, or an average of \$0.55 per residential account per month.

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

Duly passed by the City Council this ____ day of October, 2019.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Forrest Reid, Millersburg City Attorney
DATE: September 30, 2019 for the October 8, 2019 City Council Meeting
SUBJECT: CenturyLink Franchise Agreement

Action Requested: Review the Qwest d/b/a CenturyLink QC (formerly known as U.S. West Communications, Inc.) franchise extension Ordinance, make suggestions, or approve as presented.

Discussion: A form of this Ordinance (Ordinance 149) was presented to the Council earlier this year and approved for adoption. It was not signed by Qwest because their name was not correctly set out in the Ordinance. This Ordinance and attached Exhibit A correctly sets out their name as Qwest d/b/a CenturyLink QC (formerly known as U.S. West Communications, Inc.)

Budget impact: Twenty (20) years of continued revenue from the collected franchise fees.

Recommendation:

Staff recommends approval of attached proposed Ordinance 163 along with Exhibit A.

Attachment(s):

- Ordinance 149
- Proposed Ordinance 163
- Exhibit A

ORDINANCE NO. 149

AN ORDINANCE EXTENDING AND AMENDING TO CENTURYLINK INC. THE TERMS OF ORDINANCE NO. 86 WHICH GRANTS A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF MILLERSBURG, OREGON

WHEREAS: US West Communications, its successors and assigns, entered into a nonexclusive franchise agreement with the City of Millersburg on June 23, 1995, with written acceptance of Millersburg Ordinance No. 86; and,

WHEREAS: CenturyLink, Inc. is a successor and assign of US West Communications and has provided construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon, pursuant to Millersburg Ordinance No. 86; and,

WHEREAS: CenturyLink, Inc., desires to continue providing construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon; and,

WHEREAS: Millersburg and CenturyLink, Inc. mutually desire to extend, for twenty (20) years, Ordinance No. 86, with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as "Exhibit A";

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILLERSBURG: The franchise agreement granted under Ordinance No. 86 is hereby extended for twenty (20) years with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as "Exhibit A."

This Ordinance becomes effective 30 days from date of passage.

PASSED by the Council and approved by the Mayor this 9th day of April, 2019.

City of Millersburg

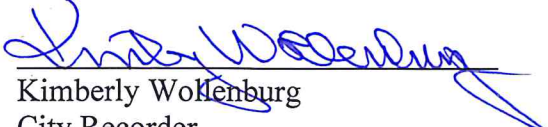


Jim Lepin, Mayor

Accepted by CenturyLink

Signature

ATTEST:



Kimberly Wollenburg
City Recorder

Date

Title

EXHIBIT A

MODIFICATIONS AND AMENDMENTS OF CERTAIN PROVISIONS OF FRANCHISE AGREEMENT EXTENSION

MILLERSBURG, OREGON

Qwest Corporation d/b/a CenturyLink QC (formerly known as U.S. West Communications, Inc.) ("CenturyLink") utilizes the public ways of the City of Millersburg (the "City"), consistent with the franchise agreement between the City and CenturyLink approved June 13, 1995 as Ordinance No. 86 (the "Agreement").

The City and CenturyLink agree to extend all terms and conditions of the Agreement except as otherwise amended hereinbelow for 20 years. The amended terms and conditions are hereby incorporated into the Agreement.

The City and CenturyLink further agree that should federal or state laws change so as to render material terms of the Agreement unlawful or untenable, either party may request negotiation of the materially unlawful or untenable term.

AMENDMENTS TO THE AGREEMENT

Section 4 of the Agreement is hereby stricken and replaced with:

Section 4 Nothing in this Ordinance shall be construed in any way to prevent the proper authorities of the City of Millersburg from sewerage, grading, planking, rocking, paving, repairing, altering, improving or doing any work necessary for the peace, health and safety of the citizens of the City on, over or under any of the streets, alleys, avenues, thoroughfares, bridges and public highways, places and grounds within the City of Millersburg in or upon which the poles, wires or conductors of the Grantee shall be placed, but all such work or improvement shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes or other apparatus. The moving of Grantee's facilities where required due to such work by the City, will be done by Grantee without cost to the City. However, any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development.

The City reserves the right to vacate, alter or close any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground. The City shall give Grantee 30 days' notice of its intention to vacate any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground in which Grantee's facilities are located, and Grantee shall have the option of reserving an easement for Grantee's use in the vacated area which shall be recorded with the notice of vacation. The City may also require in the public interest, and as necessary for the peace, health and safety of the citizens of the City, the removal or relocation of facilities maintained by the Grantee within the City. In such cases, the Grantee shall remove and relocate such facilities within a reasonable time after receiving notice to do so

from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee but, when such removal or relocation is required for the convenience or benefit of any person, governmental agency or instrumentality other than the City, Grantee shall be entitled to reimbursement for the reasonable costs thereof from such person, agency or instrumentality. The City shall not require Grantee to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the cost thereof.

Section 6, Paragraph 1, is amended by adding the following language at the end of Paragraph 1:

Should state law change pertaining to the amount of franchise fees for access to the right-of-way that the City would be entitled to receive, the City may increase said franchise fees to this greater amount.

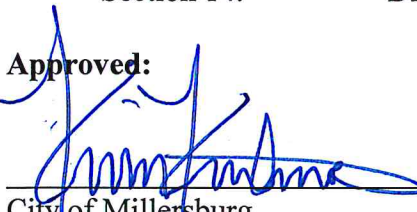
Section 8, Paragraph 1, is hereby stricken and replaced with:

Section 8. The Grantee shall furnish to the City with each franchise fee payment required by this Ordinance a written statement under oath executed by the Grantee setting forth the amount and calculation of the payment. The statement shall detail the gross revenues subject to this Ordinance which were received by the Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenue claimed by the Grantee in calculating the franchise fee. The City may require the Grantee to provide any additional information reasonably necessary for administration of the franchise fee. The Grantee shall make available and open to inspection by the City, or its designee, during regular office hours and at Grantee's office, all accounts, books, and other records reasonably necessary for ascertaining the franchise fee liability.

Section 14 is hereby stricken and replaced with:

Section 14. DELETED

Approved:



City of Millersburg

City Manager

Title

4/15/19

Date

CenturyLink

Date

Title

ORDINANCE NO. 163

**AN ORDINANCE REPEALING ORDINANCE NO. 149 AND
EXTENDING AND AMENDING TO QWEST CORPORATION
D/B/A CENTURYLINK QC (FORMERLY KNOWN AS U.S. WEST
COMMUNICATIONS) THE TERMS OF ORDINANCE NO. 86
WHICH GRANTS A FRANCHISE TO CONSTRUCT, OPERATE &
MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN
THE CITY OF MILLERSBURG, OREGON**

WHEREAS: US West Communications, its successors and assigns, entered into a nonexclusive franchise agreement with the City of Millersburg on June 23, 1995, with written acceptance of Millersburg Ordinance No. 86; and,

WHEREAS: Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”) is a successor and assign of US West Communications and has provided construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon, pursuant to Millersburg Ordinance No. 86; and,

WHEREAS: CenturyLink desires to continue providing construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon; and,

WHEREAS: Millersburg and CenturyLink mutually desire to extend, for twenty (20) years, Ordinance No. 86, with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as “Exhibit A”; and,

WHEREAS: This Ordinance amends the name to Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”) from CenturyLink, Inc. used in Ordinance No. 149 and therefore Ordinance No. 149 is repealed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILLERSBURG: The franchise agreement granted under Ordinance No. 86 is hereby extended for twenty (20) years with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as “Exhibit A”; and,

FURTHERMORE, Ordinance No. 149 is hereby repealed.

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This Ordinance becomes effective 30 days from date of passage.

PASSED by the Council and approved by the Mayor this 8th day of October, 2019.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

Accepted by Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”):

Date

Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”)

Title

EXHIBIT A

MODIFICATIONS AND AMENDMENTS OF CERTAIN PROVISIONS OF FRANCHISE AGREEMENT EXTENSION

MILLERSBURG, OREGON

Qwest Corporation d/b/a CenturyLink QC (formerly known as U.S. West Communications, Inc.) (“CenturyLink”) utilizes the public ways of the City of Millersburg (the “City”), consistent with the franchise agreement between the City and CenturyLink approved June 13, 1995 as Ordinance No. 86 (the “Agreement”).

The City and CenturyLink agree to extend all terms and conditions of the Agreement except as otherwise amended hereinbelow for 20 years. The amended terms and conditions are hereby incorporated into the Agreement.

The City and CenturyLink further agree that should federal or state laws change so as to render material terms of the Agreement unlawful or untenable, either party may request negotiation of the materially unlawful or untenable term.

AMENDMENTS TO THE AGREEMENT

Section 4 of the Agreement is hereby stricken and replaced with:

Section 4 Nothing in this Ordinance shall be construed in any way to prevent the proper authorities of the City of Millersburg from sewerage, grading, planking, rock, paving, repairing, altering, improving or doing any work necessary for the peace, health and safety of the citizens of the City on, over or under any of the streets, alleys, avenues, thoroughfares, bridges and public highways, places and grounds within the City of Millersburg in or upon which the poles, wires or conductors of the Grantee shall be placed, but all such work or improvement shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes or other apparatus. The moving of Grantee's facilities where required due to such work by the City, will be done by Grantee without cost to the City. However, any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development.

The City reserves the right to vacate, alter or close any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground. The City shall give Grantee 30 days' notice of its intention to vacate any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground in which Grantee's facilities are located, and Grantee shall have the option of reserving an easement for Grantee's use in the vacated area which shall be recorded with the notice of vacation. The City may also require in the public interest, and as necessary for the peace, health and safety of the citizens of the City, the removal or relocation of facilities maintained by the Grantee within the City. In such cases, the Grantee shall remove and relocate such facilities within a reasonable time after

receiving notice to do so from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee but, when such removal or relocation is required for the convenience or benefit of any person, governmental agency or instrumentality other than the City, Grantee shall be entitled to reimbursement for the reasonable costs thereof from such person, agency or instrumentality. The City shall not require Grantee to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the cost thereof.

Section 6, Paragraph 1, is amended by adding the following language at the end of Paragraph 1:

Should state law change pertaining to the amount of franchise fees for access to the right-of-way that the City would be entitled to receive, the City may increase said franchise fees to this greater amount.

Section 8, Paragraph 1, is hereby stricken and replaced with:

Section 8. The Grantee shall furnish to the City with each franchise fee payment required by this Ordinance a written statement under oath executed by the Grantee setting forth the amount and calculation of the payment. The statement shall detail the gross revenues subject to this Ordinance which were received by the Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenue claimed by the Grantee in calculating the franchise fee. The City may require the Grantee to provide any additional information reasonably necessary for administration of the franchise fee. The Grantee shall make available and open to inspection by the City, or its designee, during regular office hours and at Grantee's office, all accounts, books, and other records reasonably necessary for ascertaining the franchise fee liability.

Section 14 is hereby stricken and replaced with:

Section 14. DELETED

Approved:

City of Millersburg

Date

Title

Qwest Corporation d/b/a CenturyLink QC

Date

Title



TO: Millersburg City Council
FROM: Kevin Kreitman
DATE: October 1, 2019, for the October 8, 2019 City 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 (OMI), to provide Millersburg with an Oregon certified Level 1 Distribution Direct 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. In February of 2018, Amendment #1 was signed, extending the contract for a one (1) year period with a provision for renewal for two (2) additional one-year periods, if approved by both parties in writing.

This past year, Council approved Amendment #2, for a second one-year period. That agreement (Amendment #2) ends on December 31, 2019. Staff is requesting Council approval to maintain the agreement with OMI with a new amendment (Amendment #3) to the contract which is attached and represents a 3% cost increase from our current monthly fee.

The cost associated with approval of Amendment #3 as updated will result in a new monthly base fee for services of to \$666.50 compared to our current \$647.08 monthly rate.

Budget Impact:

Total annual increase of the base monthly fee for service is \$233.04.

Recommendation:

Staff recommends Council approval of and authorization for the City Manager to sign Amendment #3 to the Professional Services Agreement with OMI.

Attachment(s):

- Agreement for Professional Services for Distribution Direct Responsible Charge with OMI (CH2M Hill)
- Amendment #1 Professional Services Agreement with OMI (CH2M Hill)
- Amendment #2 Professional Services Agreement with OMI (CH2M Hill)
- Amendment #3 Professional Services Agreement with OMI (CH2M Hill)

OMI


AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made and entered into this 1 day of January, 2017 (the "Effective Date") by and between Operations Management International, Inc., a California corporation ("CH2M HILL"), whose address for formal notice is 9191 S. Jamaica Street, Englewood, Colorado 80112 and The City of Millersburg, OR. ("Owner"), whose address for formal notice is 4222 Old Salem Rd NE, Albany, OR 97321, who collectively shall be referred to as the "Parties."

The Parties agree to enter into this Agreement for certain services that CH2M HILL is to perform for the benefit of Owner, subject to the terms and conditions set forth below:

1. SCOPE OF SERVICES

CH2M HILL will perform the scope of services set forth in Appendix A of this Agreement ("the Services"). CH2M HILL shall perform the Services with the degree of skill and diligence normally employed by similarly situated personnel performing the same or similar services and within the design capacity and capability of Owner's facilities, when applicable.

2. TERM AND TERMINATION

- 2.1. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Upon conclusion of the initial term, this Agreement shall continue on a month to month basis, unless terminated by either party.
- 2.2. This Agreement may be terminated by CH2M HILL for its convenience on thirty (30) calendar days' written notice; or by either party for cause upon thirty (30) calendar days' written notice to the other party, if either party fails to substantially perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter. Upon termination, CH2M HILL shall be paid for all authorized work performed up to the termination date.

3. COMPENSATION

Owner will compensate CH2M HILL as set forth in Appendix B. Monthly invoices will be issued by CH2M HILL for all work performed under this Agreement. Work performed under this Agreement may be performed using labor from affiliated companies of CH2M HILL. Such labor will be billed to Owner under the same billing terms applicable to CH2M HILL's employees.

4. INVOICES AND TERMS OF PAYMENT

- 4.1. CH2M HILL will submit invoices on a monthly basis to Owner each month. Each invoice will be prepared on CH2M HILL's standard form and supported by documentation according to CH2M HILL's standard practice.
- 4.2. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum permitted by law if less, will be charged on all past-due amounts starting thirty (30) calendar days after date of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of CH2M HILL. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.
- 4.3. If Owner fails to make payment in full within thirty (30) calendar days of the date due for any undisputed billing, CH2M HILL may, after giving seven (7) calendar days' written notice to Owner, suspend services under this AGREEMENT until paid in full, including

interest. In the event of suspension of services, CH2M HILL will have no liability to Owner for delays or damages caused by Owner because of such suspension.

5. OBLIGATIONS OF CH2M HILL

5.1. Standard of Care

The standard of care applicable to Services is the degree of skill and diligence normally employed by those performing similar services at the time Services are performed. If CH2M HILL delivers services, reports or documents based on information provided by others, CH2M HILL does not warrant their accuracy, and is not responsible for any errors or omissions that have been incorporated into such documents by others. Owner's sole remedy for CH2M HILL's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement.

5.2. CH2M HILL's Insurance

CH2M HILL will maintain throughout this Agreement the following insurance:

- a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or CH2M Hillssion of CH2M HILL or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to CH2M HILL's liabilities hereunder in insurance coverages identified above (except with respect to worker's compensation and employer's liability insurance) and CH2M HILL waives subrogation against Owner as to said policies.

5.3. Independent Contractor; Subcontracts

- 5.3.1. CH2M HILL represents that it is an independent contractor and will perform services as an independent contractor and not as an agent or employee of Owner.
- 5.3.2. CH2M HILL may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of services. CH2M HILL shall be responsible for the management of the subcontractors and subconsultants in the performance of their work.
- 5.3.3. The Services performed by CH2M HILL under this Agreement shall be considered advisory only. Owner shall solely be responsible for the management and direction of its employees in following CH2M HILL's advice and recommendations. No provision in this Agreement shall be construed to confer any managerial or supervisory authority on CH2M HILL. CH2M HILL shall have no responsibility in supervising, managing or directing Owner's employees and shall not be liable for the actions of Owner's employees in carrying out recommendations provided for by CH2M HILL.

5.4. Access to Records

CH2M HILL will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to services will be available to Owner during CH2M HILL's normal business hours for a period of one (1) year after CH2M HILL's final invoice under this Agreement for examination to the extent required to verify the direct costs

(excluding established or standard allowances and rates) incurred hereunder, but excluding proprietary and confidential financial information. Only audit cost-reimbursable items will be subject to audit.

6. OBLIGATIONS OF OWNER

6.1. Owner-Furnished Data

Owner will provide to CH2M HILL all data in Owner's possession, including copies of all applicable project requirements, design criteria or constraints, design and construction details or standards, previous reports, surveys, process descriptions, material balance sheets, process and instrumentation diagrams, permits issued by state, federal or local authorities relating to the operation of the project, and other information required or relating to CH2M HILL's services on the project. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.

6.2. Access to Facilities and Property

Owner will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. Owner will perform, at no cost to CH2M HILL, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with CH2M HILL's services.

6.3. OSHA Compliance.

Owner shall have the sole responsibility for identifying and performing any current or future improvements which may be required at the Project to bring the facilities within OSHA compliance.

6.4. Operations Assistance and Services

Owner authorizes CH2M HILL to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the Services. Owner authorizes CH2M HILL to take such actions in these respects as CH2M HILL considers necessary to meet the objectives of the work.

6.5. Advertisements, Permits, and Access

Unless otherwise agreed to in the, Owner will and has the sole responsibility for obtaining, renewing, arranging, and paying for all advertisements for bids; permits and licenses required by local, state, or federal authorities (including those required for the operation of the project); and land, easements, rights-of-way, and access necessary for CH2M HILL's Services.

6.6. Timely Review

Owner will examine CH2M HILL's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as Owner deems appropriate; and render in writing decisions required by Owner in a timely manner.

6.7. Prompt Notice

Owner will give prompt written notice to CH2M HILL whenever Owner observes or becomes aware of any development that affects the scope or timing of CH2M HILL's Services, or of any defect in the work of CH2M HILL. Owner will give CH2M HILL prompt notice when it is unable to follow the directives and advice of CH2M HILL in any way related to the Services or promptly upon discovery that the directives or advice of CH2M HILL has not been followed in relation to the Services being performed.

6.8. Asbestos or Hazardous Substances

- 6.8.1. If asbestos or hazardous substances in any form are encountered or suspected while performing the Services, CH2M HILL will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- 6.8.2. If asbestos is suspected, CH2M HILL will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
- 6.8.3. If applicable, if hazardous substances other than asbestos are suspected, CH2M HILL will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.
- 6.8.4. Owner recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

6.9. Owner's Insurance

- 6.9.1. Owner will maintain property insurance on all facilities and property used by CH2M HILL or associated in any way with the project.
- 6.9.2. Owner will provide for a waiver of subrogation as to all Owner-carried property damage insurance, in favor of CH2M HILL, CH2M HILL's officers, employees, affiliates, and subcontractors.

6.10. Litigation Assistance

The Services to be performed under this Agreement does not include costs of CH2M HILL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner. All such Services required or requested of CH2M HILL by Owner, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

6.11. Changes

Owner may request changes to the Services. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. All requested changes will be made in writing and are subject to acceptance by CH2M HILL.

7. GENERAL LEGAL PROVISIONS

7.1. Authorization to Proceed

Execution of this Agreement by Owner will be authorization for CH2M HILL to proceed with the work, unless otherwise provided for in this Agreement.

7.2. Force Majeure

CH2M HILL is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CH2M HILL. In any such event, CH2M HILL's agreement price and schedule shall be equitably adjusted.

7.3. Fines and Civil Penalties

CH2M HILL shall not be liable for any fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the commencement date of this Agreement, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance or that result from violations that occurred prior to the commencement date of this Agreement.

7.4. Limitation of Liability

CH2M HILL's liability for Owner's damages, in the aggregate, shall not exceed the total compensation received by CH2M HILL from Owner for services provided under this Agreement for the year of the Agreement in which the liability was incurred. CH2M HILL's liability to Owner under this Agreement specifically excludes any and all indirect or consequential damages arising from the Work contemplated under this Agreement. CH2M HILL shall not be liable for fines or civil penalties, which may be imposed by a regulatory agency, which are occasioned by the provision of services under this Agreement. The limitations of liability shall apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause, except the limitations shall not apply to willful misconduct or gross negligence. Said limitations shall apply to CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

7.5. Indemnification

To the maximum extent permitted by law, the Parties agree to defend, indemnify and hold each other harmless from liability for claims, damages, costs and attorneys' fees arising from property damage, injury or death to a person, including their employees, caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or any other party for whom the indemnifying Party is legally liable. Neither Party must indemnify the other against liability or damages arising out of death or bodily injury to persons or damage to property to the extent caused by the negligence of the indemnified Party.

7.6. Consequential Damages

To the maximum extent permitted by law, CH2M HILL and CH2M HILL's affiliated corporations, officers, employees, and subcontractors shall not be liable for Owner's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect CH2M HILL against indirect liability or third-party proceedings, Owner will indemnify CH2M HILL for any such damages.

7.7. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities and other express representations shall survive termination of this Agreement.

7.8. No Conflict of Interest for Future Work

The scope of Services performed by CH2M HILL under this Agreement does not preclude CH2M HILL from proposing on or providing such services to Owner in the future. Information and knowledge gained by CH2M HILL in providing services under this Agreement shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

7.9. Jurisdiction

The law of the State where the scope of Services is being performed shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

7.10. Third Party Beneficiaries and Scope of Services

This Agreement gives no rights or benefits to anyone other than Owner and CH2M HILL and has no third party beneficiaries. The Work to be performed for Owner by CH2M HILL is defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Work.

7.11. Assignments

This is a bilateral Agreement for professional services. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.12. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

7.13. Ownership of Work Products and Intellectual Property

All of the Work products of CH2M HILL in executing this Project (including all the rights related to such Work Products) shall be the sole property of CH2M HILL, subject to the rights of the Owner, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the Project shall be the sole property of CH2M HILL, subject to the rights of the Owner, as the case may be.

8. **APPENDICES AND SIGNATURES**

This Agreement, including its Appendices, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Appendices and schedules are hereby made a part of this Agreement:

Appendix A—Scope of Services

Appendix B—Compensation

IN WITNESS WHEREOF, the parties execute below:

<p>Approved for Owner (Print and sign name)</p> <p>By <u>CLAYTON WOOD</u></p> <p>Name <u>Clayton Wood</u></p> <p>Title <u>MAJOR</u></p> <p>Date <u>12-13-14</u></p>	<p>Approved for CH2M HILL (Print and sign name)</p> <p>By <u>Elliott Wheeler</u></p> <p>Name <u>ELLIOTT WHEELER</u></p> <p>Title <u>SR DESIGNATED MANAGER</u></p> <p>Date <u>15 DEC 2014</u></p>
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APPENDIX A – SCOPE OF SERVICES

CH2M Hill will perform the following Services on behalf of Client for the Project described on page 1 of this Agreement:

1. Provide an Oregon certified Level 1 Distribution Direct Responsible Charge (DRC) Operator.
2. Ensure all required lab samples are properly reported to the State.
3. Ensure the City of Millersburg has collected the required two (2) Chlorine residual samples per week and properly recorded.
4. Submit a quarterly report to City of Millersburg City Manager.
5. Provide an "on call operator" available by phone 24 hours a day, seven days a week.
6. Review all related Standard Operating Procedures (SOP) and maintain for access.
7. Participate in any State/County audits or inspections.

CH2M Hill will perform the following Services including travel time, at a rate of \$150.00 per hour, mileage rate based on \$0.54 per mile, on behalf of Client for the Project described on page 1 of this Agreement:

1. Respond to onsite requests
2. Report writing
3. Boil water notice compilation and distribution
4. Respond to emergencies services
5. Develop sampling plans (Lead & Copper, Disinfection By-Products, Total Coliform, etc....)
6. Take corrective actions when the results of analyses or measurements indicate maximum contaminant levels have been exceeded.

APPENDIX B – COMPENSATION

Compensation by Owner to CH2M HILL will be as follows:

Client will compensate CH2M HILL as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of CH2M HILL. Such labor will be billed to Client under the same billing terms applicable to CH2M HILL's employees.

1 INVOICES AND TERMS OF PAYMENT

- 1.1 Unless otherwise agreed to by the Parties in Attachment 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 twenty-five dollars (\$625.00)
- 1.2 Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be payable immediately if the contested billing is resolved in favor of CH2M HILL.
- 1.3 In the event of a disputed billing, only the disputed portion will be withheld from payment, and Client shall pay the undisputed portion. Client will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
- 1.4 If Client fails to make payment in full within 30 days of the date due for any undisputed billing, CH2M HILL may, after giving 7 days' written notice to Client, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, CH2M HILL will have no liability to Client for delays or damages caused by Client because of such suspension.



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 [Signature]
Name Kevin Freeman
Title City Manager
Date 2/14/18

Approved for CH2M HILL (Print and sign name)

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

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT
for
THE CITY OF MILLERSBURG, OREGON

This Amendment No. 2 (the "Amendment") to the Professional Services Agreement dated January 1, 2017 (the "Agreement") is made effective this 1st day of January 2019 between the City of Millersburg, Oregon (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL").

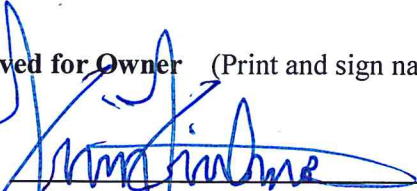

NOW THEREFORE, Owner and CH2M HILL agree to amend the Professional Services Agreement as follows:

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, 2019. Thereafter, this Agreement may be renewed for one (1) one-year periods if approved in writing by both parties. Both Parties will begin negotiations of renewals within 120 days prior to expiration.
2. 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 Forty Seven Dollars and Eight Cents (\$647.08).

This Amendment No. 2 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:

<p>Approved for Owner (Print and sign name)</p> <p>By </p> <hr/> <p>Name <u>Kevin Kreitman</u></p> <hr/> <p>Title <u>City Manager</u></p> <hr/> <p>Date <u>12/12/18</u></p>	<p>Approved for CH2M HILL (Print and sign name)</p> <p>By </p> <hr/> <p>Name <u>Gary Young</u></p> <hr/> <p>Title <u>Manager of Projects</u></p> <hr/> <p>Date <u>November 26, 2018</u></p>
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AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT
for
THE CITY OF MILLERSBURG, OREGON

This Amendment No. 3 (the "Amendment") to the Professional Services Agreement dated January 1, 2017 (the "Agreement") is made effective the 1st day of January 2020 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. 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 Sixty Six Dollars and Fifty Cents (\$666.50).

This Amendment No. 3 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 Efrain Rodriguez
Title Manager of Projects
Date 9/24/19



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: October 3, 2019 for the October 8, 2019 City Council Meeting
SUBJECT: Tree Regulations

Action Requested: Staff requests Council review a proposed addition to the Municipal Code to regulate trees within the City of Millersburg.

Discussion:

At previous meetings, Council discussed establishing regulations to protect large or significant trees within the City of Millersburg. In addition, trees within the beauty/landscape strip along streets between the curb and sidewalk require maintenance and oversight to insure they do not damage the public infrastructure or create hazards by impeding visibility at intersections, corners, and traffic control signs.

The attached Ordinance will regulate trees within beauty/landscape strips (street trees) as well as trees with a trunk diameter of over 25" on private property. The proposed Ordinance requires a tree permit be obtained from City Hall in order to remove or plant a street tree, or to remove a tree over 25" in diameter on private property.

Budget Impact:

Minimal. Staff time to process tree permits would be offset by nominal permit fees.

Recommendation:

If Council desires to implement tree regulations, staff recommends adoption of Ordinance 165 and adoption of a \$50 Tree Permit fee.

Attachment(s):

- Ordinance 165, Adopting Chapter 7.30, Tree Regulations
- Exhibit A, Chapter 7.30, Tree Regulations

ORDINANCE NO. 165

**AN ORDINANCE AMENDING THE MILLERSBURG MUNICIPAL CODE
BY ADOPTING CHAPTER 7.30, TREE REGULATIONS**

WHEREAS, the City Council of the City of Millersburg desires to promote and protect the public health, safety, and general welfare of the citizens of the City of Millersburg; and,

WHEREAS, trees of significant size possess considerable environmental and aesthetic qualities beneficial to the community; and,

WHEREAS, the City wishes to provide for the regulation of the planting, maintenance, and removal of trees within the City of Millersburg; and,

WHEREAS, the City wishes to adopt standards intended to balance the preservation of significant trees as a benefit to the community with the individual right to use and enjoy property;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS: Millersburg Municipal Code Chapter 7.30, Tree Regulations, is hereby adopted.

This Ordinance becomes effective thirty (30) days from the date of passage.

PASSED by the Council and approved by the Mayor this 8th day of October 2019.

Jim Lepin
Mayor

ATTEST:

Kimberly Wollenburg
City Recorder

Chapter 7.30 TREE REGULATIONS

Sections:

7.30.010	Purpose.
7.30.020	Definitions.
7.30.030	Prohibited activities.
7.30.040	Permits required.
7.30.050	Street trees – classification and pacing.
7.30.060	Distance between curb and sidewalk.
7.30.070	Distance from street corners and fire hydrants.
7.30.080	Planting in roadways having no gutter or curb.
7.30.100	Exemptions.
7.30.120	Heritage trees.
7.30.130	Pruning, corner clearance.
7.30.140	Dead or dangerous tree removal on private property.
7.30.150	City's power and authority is permissive, not mandatory.
7.30.160	Arborist certification.
7.30.170	Permit approval.
7.30.180	Tree removal permit criteria.
7.30.200	Conditional permit approval.
7.30.205	Permit fees.
7.30.210	Appeals.
7.30.220	Penalties.

7.30.010 Purpose.

The following chapter is established by the Millersburg City Council to promote and protect the public health, safety, and general welfare of the citizens of Millersburg by providing for the regulation of the planting, maintenance, and removal of trees within the City of Millersburg. Trees of significant size possess considerable environmental and aesthetic qualities beneficial to the community. These standards are intended to balance the preservation of significant trees as a benefit to the community with the individual right to use and enjoy property.

7.30.020 Definitions.

(1) "Certified arborist" means a person certified by the International Society of Arboriculture as having specialized knowledge, experience, and training related to arboriculture.

(3) "Critical root zone" means the distance extending out from and surrounding a tree trunk. The critical root zone distance is calculated by multiplying the diameter of the tree, in inches, measured at four and one-half feet above the mean ground level, by 18. For example, a tree with a diameter

of 2 inches would have a critical root zone of 36 (2 × 18) inches all around the tree.

(4) "Hazardous or dangerous tree" means a tree that is classified as a hazardous or dangerous tree by a certified arborist.

(5) "Person" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns.

(6) "Public trees" means trees located on property designated as a public park and trees located in public right-of-way not defined as street right-of-way.

(7) "Remove or removal" means to fell or sever a tree or the intentional use of any procedure, the natural result of which is to cause the death or substantial destruction of the tree. Removal does not in any context include normal pruning of trees.

(8) "Significant tree" means:

(a) Any heritage, rare, threatened, or endangered tree of any size as defined or designated under State or Federal law; or

(b) Any tree designated as significant by virtue of heritage parameters or size.

(9) "Street trees" means trees located within public rights-of-way within the City.

(10) "Tree" means a self-supporting, perennial woody plant characterized by one main trunk or in some cases multiple trunks, and one main canopy of leaves, usually growing to a height of 15 feet or higher.

(11) "Tree circumference" means the distance measured around the trunk of a tree at 4 ½ feet above the mean ground level from the base of the trunk. The circumference of a tree with multiple trunks is determined by adding together the individual trunk circumferences greater than 6 inches.

7.30.030 Prohibited activities.

(1) It shall be unlawful for any person to remove, destroy, break, or injure any street tree or public tree without a permit.

(2) It shall be unlawful for any person to attach or keep attached to any street or public tree or to the guard or stake intended for the protection of such tree, any rope, wire, chain, sign, or other device whatsoever, except as a support for such tree.

(3) During the construction, repair, alteration, or removal of any building or structure it shall be unlawful for any owner or contractor to leave any street tree or public tree in the vicinity of such building or structure without a good and sufficient guard or protectors as shall prevent injury to such tree arising out of or by reason of such construction or removal.

(4) Excavations shall not occur within 10 feet of any street tree or public tree without approval of the City Planner. Utility pole installations are exempted from the requirements set forth in this subsection. During such excavation or

construction, any such person shall guard any street tree or public tree within 10 feet thereof.

(5) All building material or other debris shall be kept at least four feet from any street tree or public tree.

(6) Unless removal is expressly authorized by a land use action or approval issued by the City of Millersburg, it shall be unlawful to remove any tree larger than or equal to 6 ½ feet in circumference (approximately 25 inches in diameter), public or private, within the City of Millersburg city limits without first making application to the City of Millersburg and obtaining a permit or as otherwise authorized by this code.

7.30.040 Permits required.

(1) A permit shall be obtained from the City of Millersburg, before planting, pruning, or otherwise affecting a street tree.

(2) A permit shall be obtained from the City of Millersburg, applying criteria contained in MMC [7.30.180](#), for the removal of individual trees equal to or greater than six and one-half feet in circumference on all property within the city limits of the City of Millersburg.

(3) With a permit, adjacent property owners may plant street trees so long as the selection, location, and planting of such trees is in accordance with this chapter.

(4) Any street tree planted that does not comply with this chapter may be removed by the City. The cost of such removal will be borne by the person or persons who planted the tree.

(5) Permits shall be valid for a period of 180 days following the date of issuance.

7.30.050 Street trees – Classification and spacing.

(1) The City shall develop and maintain a list of approved trees for planting along streets. The trees will be listed in 3 size classes based on mature height: small (under 30 feet); medium (30 to 50 feet); and large (over 50 feet). Lists of trees not suitable for planting will also be included.

(2) The spacing of street trees shall be in accordance with the requirements of the City of Millersburg Land Use Development Code.

7.30.060 Distance between curb and sidewalk.

The distance street trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three size classes listed in MMC [7.30.050](#)(1). No tree may be planted in a planting strip with a width of less than the following: small trees, three feet; medium trees, five feet; and large trees, eight feet. The exception to this rule shall be when curb and sidewalk are protected by a chemical or mechanical barrier approved by the City.

7.30.070 Distance from street corners and fire hydrants.

The standards for planting street trees in vision clearance areas shall be in accordance with the requirements of the City of Millersburg Land Use Development Code. No tree shall be planted within 5 feet of a fire hydrant.

7.30.080 planting in roadways having no gutter or curb.

No trees, shrubs, or plantings more than 18 inches in height above the adjacent grade shall be planted in the public right-of-way abutting roadways having no established curb or gutter, unless approved by the City Engineer.

7.30.100 Exemptions.

In the event of a storm, freeze, or other environmental event resulting in damage to street and public trees, the City Manager may declare an emergency suspension of the permit requirements for the removal and pruning of trees set forth in this chapter. Such declaration shall prescribe dates during which permits are not required, but in no event may any single declaration exceed 21 days.

7.30.120 Heritage trees.

The City Council may designate certain trees as “heritage trees” within the City at the request of the owner(s) of record. The purpose of the heritage tree designation is to recognize, foster appreciation of, and protect trees having significance to the community. Once a tree is designated as a heritage tree, it will remain so unless it becomes necessary to classify it as a dangerous tree and removed as such. Heritage trees may not be removed without the express consent of the City Council.

7.30.130 Pruning, corner clearance.

Every owner of any tree, located on private property, overhanging any street or right-of-way within the City shall prune the branches so the branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection, traffic sign, or traffic control device, and so that there shall be a clear space of 14 feet above street surface, and 8 feet above the sidewalk surface. Said owner shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public.

The City shall have the right to prune any tree or shrub on private property when it interferes with the light from any street lamp, or interferes with visibility of any traffic control device or sign or vision clearance area at intersections and driveways. Tree limbs that grow within 10 feet of high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements.

7.30.140 Dead or dangerous tree removal on private property.

The City shall have the right to cause the pruning or removal of any dead or dangerous trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute an imminent threat to other trees within the City. The City Manager or designee, will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 30 days after the date of service of notice. The failure of the property owner to prune or remove said dead or dangerous tree within 30 days of the delivery of notice shall be deemed a violation of the Millersburg Municipal Code, and, in addition to prosecution of said violation, the City Manager or authorized representative may at any time thereafter prune or remove said dead or dangerous tree and assess the cost against the property as provided hereafter.

(1) Deadline to Remove Dead or Dangerous Trees. Within 30 days after the date of service of the notice, the owner of the property shall cause the tree determined to be dead or dangerous to be removed.

(2) Requested Removal by City. At the request of the owner, the City Manager or designate will cause said dead or dangerous tree to be removed for a fee sufficient to cover the direct cost plus 30% for administrative overhead with a minimum fee.

(3) Removal by City. The City Manager or designate may cause to be removed any tree determined to be dead or dangerous at any time following the deadline for removal set forth at subsection (1) of this section. The cost of the removal of said dead or dangerous tree shall be as calculated in subsection (2) of this section and will be a charge to the owner of the property and will become a lien against the property.

(4) Right to Enter. In the event that it becomes necessary for the City Manager or designate to undertake the removal of the said dead or dangerous tree from any private property within the City, the designate or the City Manager shall have the right at reasonable times to enter into or upon said property to remove said dead or dangerous tree.

(5) Cost to Become a Lien. Upon completion of the removal of a dead or dangerous tree under these provisions and in the event that the fee is not paid within 30 days thereafter, the City Manager or designate shall file with the City Recorder and thereafter present to the City Council an itemized statement of the cost thereof. After providing the notice and hearing set forth below, the City Council shall, by ordinance, determine the reasonableness of said statements of costs and adjust the same, and thereupon the amount of said statements as approved by the City Council shall be an obligation owed to the City of Millersburg by the owner or owners of the real property involved, and the City shall have a lien upon said real property for such sum and the lien shall be entered in the lien docket and enforced against said property in the same manner provided for the enforcement of City liens.

(6) Notice and Hearing. Prior to the adoption of the ordinance referred to above, the City Manager or designate shall cause a notice to be mailed by registered or certified mail, postage prepaid, to the record owner or owners of any real property upon which the City proposes to impose a lien for the costs of the removal of a tree determined to be dead or dangerous. This notice shall be mailed to the owner or owners of the real property in question at the address designated on the Linn County real property tax assessment rolls.

An error in the name of the property owner or owners shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void and any lien imposed pursuant to this section shall be a valid lien against the property. The notice shall contain a summary of the costs which are proposed to be assessed against the owner's property and shall advise of the City's intent to assess said costs against the real property upon which the work was performed and shall further advise the owner or owners of their right to a hearing before the City Council concerning the proposed assessment and the date and time of said hearing.

(7) Summary Abatement. The procedure provided by in this section is not exclusive but is in addition to abatement procedure provided by other ordinances.

7.30.150 City's power and authority is permissive, not mandatory.

Under no circumstances shall this chapter obligate the City of Millersburg, or any employee or agent thereof, to undertake any particular action to enforce any of the terms of this chapter. All authority granted to the City, its agents and employees, shall be permissive and not mandatory, and the City, its agents and employees shall have complete discretion to determine whether or not enforcement action of any type should be undertaken and if so, the nature of the enforcement action itself. The remedies provided in these regulations shall be cumulative and in addition to any and all remedies available at law or equity.

7.30.160 Arborist certification.

A tree contractor shall have on staff an arborist certified by the International Society of Arboriculture to be qualified to prune, treat, or remove street or public trees within the City. The certified arborist must oversee all pruning work and certify that all work meets the City's pruning specifications. Nothing in this section shall prevent the employees of public agencies who are not certified arborists from pruning trees on the grounds of those public agencies.

7.30.170 Permit approval.

The City Planner or designee shall approve or conditionally approve permits when it has been demonstrated that one or more criteria in MMC [7.30.180](#) have been met.

7.30.180 Tree removal permit criteria.

(1) Tree removal may be approved when:

(a) It has been determined by a certified arborist, without objection from the City, that a tree is hazardous, dangerous, or significantly impacted by aggressive pests or pathogens, with a potential to spread and no other viable options are reasonably available to minimize hazard or alleviate risk of pest or pathogen to spread; or

(b) Trees are overcrowded and it is determined by a certified arborist that removal will have a positive impact on the overall site and will not compromise the health of residual trees; or

(c) When unique circumstances specific to the applicant's situation have been expressed in writing with the application the City Planner may approve removal. Unique circumstances that could allow for a variance may include but are not necessarily limited to:

(i) A tree that is causing significant negative impacts to improvements or personal property;

(ii) Personal health reasons such as severe allergic conditions; or

(iii) The tree is invasive, having significant negative impact to surrounding vegetation.

(iv) When necessary pursuant to a building permit for an improvement for which a site plan approval is not required, and no other feasible alternatives exist for locating the structure.

(d) It has been determined by the City that a street tree is not compliance with this chapter and must be removed.

(2) In all other cases, a tree removal permit shall be denied.

7.30.200 Conditional permit approval.

The City Planner as designee may specify conditions to the approval of tree removal. Such conditions may include, but not necessarily be limited to, a requirement for certified arborist oversight during construction activities, specific construction methods such as critical root zone protection and protective fencing, post-removal site cleanup, maintenance of replacement trees, and/or post-construction evaluation of tree health.

7.30.205 Permit fees.

Fees for removal permits shall be established by Council resolution.

7.30.210 Appeals.

Any person who is denied a permit or is granted a permit with conditions may appeal the denial or imposition of condition by filing a written notice of appeal to the City Planner in accordance with the appeal procedures outlined in the City of Millersburg Land Use Development Code. The appeal must describe in writing the specific basis upon which the appellant asserts that the decision was in error. The specific basis may include but not necessarily be limited to private

need, which is unique to the property owner's circumstances as stated in MMC [7.30.180](#)(1)(e). The City Planning Commission will review all appeals. Final decision will be by the Planning Commission.

7.30.220 Penalties.

Any person violating any of the provisions of this code relating to the planting, pruning, trimming, or removal of trees shall be strictly liable for such violations and punished under the general penalty provided for in Chapter [1.20](#) MMC. Proof of a specific criminal intent shall not be required. Any violation of this chapter which affects an individual tree shall be a separate offense.



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: October 3, 2019 for the October 8, 2019 City Council Meeting
SUBJECT: System Development Charges

Action Requested: Staff requests Council adoption of a proposed addition to the Municipal Code for System Development Charges (SDCs) within the City of Millersburg.

Discussion:

As a part of the SDC and rate study currently in progress, staff have reviewed code language related to utility rates and SDCs. Through this review it has been determined that the attached code language should be adopted to be consistent with best practices and state law.

The attached Ordinance was developed based on the League of Oregon Cities model ordinance for SDCs, with some additional language from the codes of neighboring communities. This Ordinance does not establish any new SDC fees and does not change any SDC fees currently charged. New fees or changes to existing fees will be set by separate Council resolution. The Ordinance does include language establishing a stormwater SDC fee. However, no stormwater SDC will be charged until such a time as Council adopts a stormwater SDC fee by separate resolution.

Budget Impact:

None.

Recommendation:

Adoption of attached Ordinance 164, System Development Charges.

Attachment(s):

- Ordinance 164, System Development Charges
- Chapter 15.61, System Development Charges

ORDINANCE NO. 164

**AN ORDINANCE AMENDING THE MILLERSBURG MUNICIPAL CODE
BY ADOPTING CHAPTER 15.16, SYSTEM DEVELOPMENT CHARGES**

WHEREAS, the City Council of the City of Millersburg desires to impose an equitable share of the public costs of capital improvements for water, sewers and wastewater drainage, streets, flood control, and parks upon those developments and redevelopments that create the need for, or increase, the demands on capital improvements; and,

WHEREAS, the systems development charges are separate from and in addition to any applicable tax, assessment, charge, fee, in-lieu-of assessment, or fee otherwise provided by law or imposed as a condition of development; and,

WHEREAS, a systems development charge is to be considered in the nature of a charge for service to be rendered or a service hookup charge;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS: Millersburg Municipal Code Chapter 15.16, System Development Charges, is hereby adopted.

This Ordinance becomes effective thirty (30) days from the date of passage.

PASSED by the Council and approved by the Mayor this 8th day of October 2019.

Jim Lepin
Mayor

ATTEST:

Kimberly Wollenburg
City Recorder

Chapter 15.16 SYSTEM DEVELOPMENT CHARGES

Sections:

15.16.010	Findings.
15.16.020	Definitions.
15.16.030	Purpose.
15.16.040	Scope.
15.16.050	Systems development charge established.
15.16.060	Methodology.
15.16.070	Authorized expenditures.
15.16.080	Expenditure restrictions.
15.16.090	Improvement plan.
15.16.100	Collection of charge.
15.16.110	Exemptions.
15.16.120	Credits.
15.16.130	Notice.
15.16.140	Segregation and use of revenue.
15.16.150	Appeal procedures.
15.16.160	Prohibited connections.
15.16.170	Severability.

15.16.010 Findings.

(1) The systems development charge established herein is intended to be a charge upon the act of development by whomever seeks the development. It is a fee for service because it is the development which requires essential municipal services based upon the nature of the development. The timing and the extent of the development is within the control and discretion of the developer.

(2) The systems development charge imposed by this chapter is not intended to be a tax on property or on a property owner as a direct consequence of ownership of property within the meaning of Sec. 11b, Art. XI of the Oregon Constitution or the legislation implementing that section.

(3) Even if the systems development charge herein imposed is viewed under Sec. 11b, Art. XI of the Oregon Constitution as a tax against property or against a property owner as a direct consequence of ownership of that property, it is an incurred charge within the meaning of that section and the statutes implementing it because:

(a) It allows the owner to control the quantity of the service by determining the extent of development to occur upon the property.

(b) It allows the owner to determine when the service is to be initiated or increased by controlling when the development occurs.

(c) State law and the ordinances of this City require the owner to provide certain basic utility services to the property when it is developed for human occupancy. The provision of these basic utility services is a routine obligation of the owner of the affected property and essential to the health and safety of the community.

(4) Among the basic utility services required of every property with a structure designed for human occupancy, except ancillary buildings, are water, sanitary sewer, storm drainage, transportation services, and parks.

(5) The systems development charge imposed by this chapter is based upon the actual costs of providing existing or planned-for capital improvements and does not impose charges on persons not receiving a service and imposing a burden upon the City's existing capital improvements.

15.16.020 Definitions.

As used in this chapter, except where the context otherwise requires, the words and phrases have the following meaning:

(1) "Capital improvement(s)" means facilities or assets used for any of the following:

(a) Water supply, storage, treatment and distribution; or

(b) Sanitary sewers, including collection, transmission, treatment and disposal; or

(c) Transportation, including but not limited to streets, sidewalks, bicycle lanes, multi-use paths, street lights, traffic signs and signals, pavement markings, street trees, swales, public transportation, vehicle parking, and bridges.

(d) Drainage and flood control.

(e) Parks and recreation, including but not limited to, community parks, public open space and trail systems, recreational buildings, courts, fields, and other like facilities.

(2) "Capital Improvement" does not include costs of the operation or routine maintenance of capital improvements.

(3) "Development" means the act of making a manmade change to improved or unimproved real estate (e.g. constructing a building or conducting a mining operation) or making a physical change in the use or appearance of a structure or land which increases the usage of any capital improvements or which creates the need for additional capital improvements.

(4) "Improvement fee" means a fee for costs associated with capital improvements to be constructed after the date the fee is adopted pursuant to MMC [15.16.050](#).

(5) "Reimbursement fee" means a fee for costs associated with capital improvements constructed or under construction on the effective date when the fee is established, for which the city council determines that capacity exists.

(6) "Systems development charge" means a reimbursement fee, an improvement fee, or a combination thereof, assessed or collected at any of the times specified in MMC [15.16.050](#). It shall also include that portion of a water or

sanitary sewer connection charge that is greater than the amount necessary to reimburse the City for its average cost of inspecting and installing connections with the water system or the sanitary sewer system. "Systems development charge" does not include:

- (a) Any fees assessed or collected as part of a local improvement district;
- (b) A charge in lieu of a local improvement district assessment; or
- (c) The cost of complying with requirements or conditions imposed upon a land use decision.

15.16.030 Purpose.

The purpose of the systems development charge (SDC) is to impose an equitable share of the public costs of capital improvements for water, sanitary sewer, stormwater, transportation system, and parks upon those developments and redevelopments that create the need for, or increase, the demands on capital improvements.

15.16.040 Scope.

The systems development charges imposed by this chapter are separate from and in addition to any applicable tax, assessment, charge, fee, in-lieu-of assessment, or fee otherwise provided by law or imposed as a condition of development. A systems development charge is to be considered in the nature of a charge for service to be rendered or a service hookup charge.

15.16.050 Systems development charge established.

(1) System development charges shall be established and may be revised by resolution of the city council. The resolution shall set the amount of the charge through a methodology developed pursuant to MMC [15.16.060](#) herein.

(2) Unless otherwise exempted by the provisions of this chapter or other local or state law, a systems development charge is hereby imposed upon all new development within the City, and all new development outside the boundary of the City that connects to or otherwise uses the water system, sanitary sewer system, or storm sewer system of the City.

(3) Because the systems development charge and supporting calculations, including the credits established herein, are closely related to the cost of construction of the capital improvements for each of the systems, the systems development charge and calculations for each system shall be automatically adjusted on the first day of July of each calendar year. The City Engineer shall make the adjustment based upon the Seattle Construction Cost Index published by Engineering News Record (ENR) by calculating the percentage increase/decrease in the index for the period since the last adjustment and then applying that percentage to the figures used to calculate the systems development charge and any credits.

15.16.060 Methodology.

(1) The methodology used to establish or modify a reimbursement fee shall promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities and be available for public inspection. The methodology used to establish or modify a reimbursement fee shall, where applicable, be based on:

- (a) Ratemaking principles employed to finance publicly owned capital improvements;
- (b) Prior contributions by existing users;
- (c) Gifts or grants from federal or state government or private persons;
- (d) The value of unused capacity available to future system users or the cost of the existing facilities; and
- (e) Other relevant factors identified by the city council.

(2) The methodology used to establish or modify an improvement fee shall, where applicable, demonstrate consideration of the estimated cost of projected capital improvements identified in an improvement plan (see MMC [15.16.090](#)) that are needed to increase the capacity of the systems to which the fee is related. The methodology shall be calculated to obtain the cost of capital improvements for the projected need for available system capacity for future system users.

(3) The methodology used to establish or modify a reimbursement fee or improvement fee shall be contained in a resolution adopted by the city council.

15.16.070 Authorized expenditures.

(1) Reimbursement fees shall be spent only on capital improvements associated with the systems for which the fees are assessed, including expenditures relating to repayment of indebtedness.

(2) Improvement fees shall be spent only on capacity increasing capital improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity may be established if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.

15.16.080 Expenditure restrictions.

(1) System development charges may not be expended for costs associated with the construction of administrative office facilities that are more than an incidental part of other capital improvements or for the expenses of the operation or maintenance of the facilities constructed with system development charge revenues.

(2) Any capital improvement being funded wholly or in part with system development charge revenues must be included in the plan and list adopted by the city council pursuant to ORS 223.309 and MMC [15.16.090](#).

15.16.090 Improvement plan.

(1) Prior to the establishment of a system development charge, the city council shall prepare a capital improvement plan, public facilities plan, master plan, or other comparable plan that includes:

(a) A list of the capital improvements that the city council intends to fund, in whole or in part, with revenues from improvement fees;

(b) The estimated cost and time of construction of each improvement and the percentage of that cost eligible to be funded with improvement fee revenue; and

(c) A description of the process for modifying the plan.

(2) In adopting a plan under MMC [15.16.090](#), the city council may incorporate by reference all or a portion of any capital improvement plan, public facilities plan, master plan, or other comparable plan that contains the information required by this section.

(3) The city council may modify such plan and list, as described in MMC [15.16.090](#), at any time. If a system development charge will be increased by a proposed modification to the list to include a capacity increasing public improvement, the city council will:

(a) At least thirty (30) days prior to the adoption of the proposed modification, provide written notice to persons who have requested notice pursuant to MMC [15.16.130](#);

(b) Hold a public hearing if a written request for a hearing is received within seven (7) days of the date of the proposed modification.

(4) A change in the amount of a reimbursement fee or an improvement fee is not a modification of the system development charge if the change in amount is based on:

(a) A change in the cost of materials, labor, or real property applied to projects or project capacity as set forth on the list adopted pursuant to MMC [15.16.090](#);

(b) The periodic application of one or more specific cost indexes or other periodic data sources, including the cost index identified in MMC [15.16.050](#). A specific cost index or periodic data source must be:

(i) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property, or a combination of the three;

(ii) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and

(iii) Incorporated as part of the established methodology or identified and adopted by the city council in a separate resolution, or if no other index is identified in the established methodology, then the index stated in [MMC 15.16.050](#).

15.16.100 Collection of Charge.

- (1) The system development charge is payable upon the issuance of:
 - (a) A building permit;
 - (b) A development permit;
 - (c) A development permit for development not requiring the issuance of a building permit;
 - (d) A permit or approval to connect to the water system;
 - (e) A permit or approval to connect to the sewer system; or
 - (f) A right-of-way access permit.
- (2) If no building, development, or connection permit is required, the system development charge is payable at the time the usage of the capital improvement is increased based on changes in the use of the property unrelated to seasonal or ordinary fluctuations in usage.
- (3) If development is commenced or connection is made to the water or sewer systems without an appropriate permit, the system development charge is immediately payable upon the earliest date that a permit was required, and it will be unlawful for anyone to continue with the construction or associated use until the system development charge has been paid.
- (4) The applicable system development charge shall be collected from the permittee when a permit that allows building or development of a parcel is issued or when a connection to the water or sewer system of the city is made.
- (5) Such permit shall not be issued or such connection shall not be allowed until the charge has been paid in full, unless an exemption is granted pursuant to MMC [15.16.110](#).

15.16.110 Exemptions.

- (1) Structures and uses established and legally existing on or before the effective date of this ordinance are exempt from a system development charge, except water and sewer charges, to the extent of the structure or use then existing and to the extent of the parcel of land as it is constituted on that date. Structures and uses affected by this subsection shall pay the water or sewer charges pursuant to the terms of this ordinance upon the receipt of a permit to connect to the water or sewer system.
- (2) Additions to single-family dwellings that do not constitute the addition of a dwelling unit, as defined by the Oregon Uniform Building Code, are exempt from all portions of the system development charge.
- (3) An alteration, addition, replacement, or change in use that does not increase a parcel's or structure's use of the public improvement facility are exempt from all portions of the system development charge.

15.16.120 Credits.

- (1) The city will grant to an applicant a credit against any improvement fee assessed when the applicant, or the developer from whom the applicant purchased a lot, constructs, or dedicates a qualified public improvement as part of the development. The initial determination on all credit requests shall be a

decision by the City Engineer, and the applicant bears the burden of evidence and persuasion in establishing entitlement to a system development charge credit and the amount of credit in accordance with the requirements of this Section.

(2) To obtain a system development charge credit, the applicant must make the request, in writing, prior to the city's issuance of the first building permit for the development in question. In the request, the applicant must state the following:

- (a) Identify the improvement for which the credit is sought;
- (b) Explain how the improvement is a qualified public improvement; and
- (c) Document, with credible evidence, the value of the improvement for which credit is sought.

(3) The system development charge credit shall be an amount equal to the fair market value of the improvement. Fair market value shall be determined by the City Engineer based on credible evidence of the following:

(a) For dedicated lands, value shall be based upon a written appraisal of fair market value by a qualified, professional appraiser based upon comparable sales of similar property between unrelated parties in an arms-length transaction;

(b) For a qualified public improvement yet to be constructed, value shall be based upon the anticipated cost of construction. Any such cost estimates shall be certified by a registered professional architect or engineer or based on a fixed price bid from a contractor ready and able to construct the improvement(s) for which the system development charge credit is sought;

(c) For a qualified public improvement already constructed, value shall be based on the actual cost of construction as verified by receipts submitted by the applicant; or

(d) For a qualified public improvement located on, or contiguous to, the site of the development, only the over-capacity portion as described in the definition of qualified public improvement is eligible for a system development charge credit. There is a rebuttable presumption that the over-capacity portion of such a qualified public improvement is limited to the portion constructed larger, or of greater capacity, than the city's minimum standard facility capacity or size needed to serve the particular development.

(4) Form of Credit and Limitation on Use. When given, system development charge credits will be for a particular dollar value as a credit against a system development charge assessed on a development. Credits may only be used to defray or pay the system development charge for the particular capital improvement system to which the qualified public improvement related, e.g., credit from a qualified public improvement for sewer may only be used to pay or defray a sewer system development charge.

(5) System Development Charge Credit Carry-Forward. Where the amount of a system development charge credit approved under this Section exceeds the amount of a system development charge assessed on a development for a particular capital improvement system, the excess credit may be carried

forward pursuant to the following rules:

(a) A system development charge credit carry-forward will be issued by the City Engineer for a particular dollar value to the developer who earned the system development charge credit and may be used by the developer to satisfy system development charge requirements for future phases of the original development. System development charge credit carry-forwards are not negotiable or transferable to any party other than the one to whom they are issued or to any other developments within the City.

(b) System development charge credit carry-forwards are void and of no value if not redeemed with the city for payment of a system development charge of the same type of capital improvement system for future phases of the original development for which the credit was issued within ten (10) years of the date of issuance.

(6) System Development Charge Credit Deadline. For all other system development charge credits not carried forward, the applicant must formally request the system development charge credit to the City Engineer no later than one hundred eighty (180) days after the later of the following two conditions occurs:

(a) Acceptance of the applicable improvement by the city; and

(b) The applicant paying sufficient system development charges for the development to cover the approved SDC credit.

15.16.130 Notice.

(1) The city shall maintain a list of persons who have made a written request for notification prior to adoption or modification of a methodology for any system development charge. Written notice shall be mailed to persons on the list at least ninety (90) days prior to the first hearing to establish or modify a system development charge. The methodology supporting the system development charge shall be available at least sixty (60) days prior to the first hearing to adopt or amend a system development charge. The failure of a person on the list to receive a notice that was mailed does not invalidate the action of the city.

(2) The city may periodically delete names from the list, but at least thirty (30) days prior to removing a name from the list, the city must notify the person whose name is to be deleted that a new written request for notification is required if the person wishes to remain on the notification list.

15.16.140 Segregation and use of revenue.

(1) All funds derived from a particular type of system development charge are to be segregated by accounting practices from all other funds of the city. That portion of the system development charge calculated and collected on account of a specific facility system shall be used for no purpose other than that set forth in MMC [15.16.070](#).

(2) The City Engineer shall provide the city council with an annual accounting for system development charges showing the total amount of system

development charge revenue collected for each type of facility and the projects funded from each account in the previous fiscal year. A list of the amount spent on each project funded, in whole or in part, with system development charge revenue shall be included in the annual accounting.

15.16.150 Appeal procedures.

(1) The City Recorder will maintain a list of persons who have made a written request for notification prior to adoption or amendment of a methodology for any systems development charge. The City Recorder will mail written notice to persons on the list at least 45 days prior to the first hearing to adopt or amend a systems development charge, and the methodology supporting the adoption or amendment will be available 30 days prior to the first hearing to adopt or amend. The failure of a person on the list to receive a notice that was mailed will not invalidate the action of the City. The City may periodically delete names from the list, but, at least 30 days prior to removing a name from the list, will notify the person whose name is to be deleted that a new written request for notification is required if the person wishes to remain on the notification list.

(2) Parties challenging the methodology for establishing the systems development charge may appeal the methodology by filing a written appeal with the City Recorder within 60 days of passage of the ordinance codified in this chapter. Such appeals shall describe with particularity the portion of the methodology, calculations, or assumptions which are being asked for reconsideration. All appeal requests shall comply with subsection (6) of this section. A person shall contest the methodology used for calculating a systems development charge only as provided in ORS 34.010 to 34.100, and not otherwise.

(3) Parties aggrieved by the imposition of a systems development charge which has been calculated by the City Engineer or the City Engineer's designee under MMC [15.16.050](#) through [15.16.090](#) or a party challenging the propriety of an expenditure of systems development charge revenues may appeal the decision or the expenditure by filing a written request with the City Manager for consideration. Such appeal shall describe with particularity the decision or the expenditure from which the person appeals and shall comply with subsection (6) of this section.

(4) An appeal of an expenditure must be filed within two years of the date of alleged improper expenditure. Appeals of any other decision must be filed within 15 days of the date of the decision.

(5) The appeal shall state:

- (a) The name and address of the appellant;
- (b) If applicable, the address or tax lot of the property to which the charge is being applied;
- (c) The nature of the determination being appealed;
- (d) The reason the determination is incorrect; and
- (e) What the correct determination of the appeal should be.

An appellant who fails to file such a statement within the time permitted waives his/her objections, and his/her appeal shall be dismissed.

(6) Unless the appellant and the City agree to a longer period, an appeal shall be heard within 60 days of the receipt of the notice of intent to appeal. At least seven days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

(7) The City Council shall hear and determine the appeal on the basis of the appellant's written statement and any additional evidence the City Council deems appropriate. At the hearing the appellant may present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply.

(8) The appellant shall carry the burden of proving that the determination being appealed is incorrect and what the correct determination should be.

(9) The City Council shall issue a written decision within 30 days after the hearing date and that decision shall be final.

15.16.160 Prohibited connection.

No connections or intensification of use may be made to the sanitary sewer, water, stormwater or transportation system of the City unless the appropriate systems development charge has been paid or the installment payment method has been applied for and approved.

15.16.070 Severability.

The provisions of this ordinance are severable, and it is the intention of the council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of this ordinance is declared unconstitutional or invalid for any reason, the remaining portion of this ordinance shall remain in full force and effect and be valid as if such invalid portion had not been incorporated into the ordinance. It is hereby declared that the council intends that this ordinance would have been adopted had such an unconstitutional provision not been included.