



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
November 12, 2019 @ 6:30 p.m.

Agenda

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. CONSENT AGENDA
 - 1) Approval of October 8, 2019 City Council Meeting Minutes
 - 2) Acceptance of Council Approval Report for City Bills
 - Action: _____
- F. GUEST PRESENTATIONS
 - 1) Linn County Sheriff's Office Report
- G. PUBLIC COMMENT
- H. COUNCIL MEMBER AND STAFF COMMENTS
 - 1) Mayor – Managers' Appraisal
- I. CITY MANAGER'S REPORT
 - 1) Project Updates
- J. CITY ATTORNEY'S REPORT
- K. UNFINISHED BUSINESS
 - 1) Scheduling Council Vacancy Interviews
 - 2) Republic Services – Resolution 2019-19
 - Action: _____
 - 3) Water and Sewer Rates - Discussion
- L. NEW BUSINESS
 - 1) Small City Allotment Grant Award
 - Action: _____

- 2) Modification of Land Use Development Fees – Resolution 2019-20
Action: _____
- 3) ADS Flow Monitoring Contract Amendment
Action: _____
- 4) Pac/West Communications Memorandum of Understanding
Action: _____
- 5) Surface Water Code – Discussion

M. CLOSING PUBLIC COMMENT

N. CLOSING COUNCIL COMMENT

O. ADJOURNMENT

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

Upcoming Meetings & Events:

November 19, 2019 @ 6:00 p.m. – Planning Commission Meeting

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.



October 8, 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 Scott Cowan, Dave Harms, Scott McPhee

Councilors Absent: None

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 – Sergeant Greg Klein
Events Planning Committee Chair – Jenny Wolfenbarger
Albany Fire Department Chief – Shane Wooten

C. PLEDGE OF ALLEGIANCE

City Manager Kreitman provided a brief overview of the new audio system including instructions on using new wireless microphones.

Mayor Lepin noted a change in the order of the agenda to allow for the Linn County Sheriff's Office deputy to provide the monthly report in order to meet another meeting obligation.

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

Sergeant Greg Klein, Linn County Sheriff's Office, reviewed September's report with Council.

E. PRESENTATIONS

Mayor Lepin recessed the Council meeting at 6:44 pm.

1) Dedication of Plaque Recognizing Mayor Woods' Long-Term Service to the Community

Presentation outside in front of City Hall for the dedication of a bronze plaque to recognize former Mayor Clayton Woods' service to the City of Millersburg.

2) Recognition of Councilor Miller's Service to the Community

Mayor Lepin spoke about Councilor Don Miller's service to the community and City of Millersburg. The Mayor and City Council reflected on his contributions over the years. Mayor Lepin presented Don Miller with an award recognizing his service and contributions.

Mayor Lepin readjoined meeting at 7:18 pm.

F. CHANGES AND ADDITIONS TO THE AGENDA

Mayor Lepin moved the Linn County Sheriff's Office monthly presentation to the above.

G. CONSENT AGENDA

- 1) Approval of September 10, 2019 City Council Meeting Minutes
- 2) **Acceptance** of Council Approval Report for City Bills

Action: **Motion to Accept Consent Agenda made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

H. PRESENTATIONS

- 1) Linn County Sheriff's Office Report
See above.
- 2) Report on Millersburg Celebration (Jenny Wolfenbarger)
Ms. Wolfenbarger, Chair of the Events Planning Committee, gave a report on the 2019 Millersburg Celebration, including number of attendees and feedback received.
- 3) Albany Fire Department Report
New Albany Fire Chief, Shane Wooten, introduced himself and provided a background of his personal life and history with Albany Fire Department. He then gave the quarterly presentation.

I. PUBLIC COMMENT

None

J. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Mayor Comments: Process for Filling Councilor Miller's Position
Mayor Lepin presented the process for filling the Council vacancy created by Don Miller's resignation. City Attorney Reid provided input on interviewing City Council applicants and selection and also requested feedback from current Council regarding potential questions.

Action: **Motion to Accept Process as Presented to Fill Vacant City Council Position made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

K. CITY MANAGER'S REPORT

1) Project Updates

City Manager Kreitman went over update for audio/visual improvements at City Hall. Assistant City Manager/City Engineer Booth provided an overview of City projects. Next, Assistant City Manager/City Engineer Booth gave an overview of the Civil Engineering Cooperative Program and the benefits to the City of Millersburg to partner with universities for civil engineering interns.

The Council asked about reporting on success of program for the City. Assistant City Manager/City Engineer Booth told the Council that the program requires the intern to put together a presentation describing the internship, including work accomplished and describing specific projects at the end of the internship. Council could request the intern give this presentation during a council meeting.

Action: **Motion to Approve Participation in the CECOP Program made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

L. CITY ATTORNEY'S REPORT

None

M. UNFINISHED BUSINESS

None

N. NEW BUSINESS

1) Republic Services Rate Increase

City Manager Kreitman went over staff report. Discussion followed regarding how Republic Services calculates their charges, particularly fuel.

Action: **Motion to Approve 2.4% Increase in Rates from Republic Services made by Councilor Scott Cowan; seconded by Mayor Jim Lepin.**

Mayor Jim Lepin: Nay
Councilor Scott Cowan: Nay
Councilor Dave Harms: Nay
Councilor Scott McPhee: Nay

Motion FAILED: 0/4

2) Century Link Franchise Agreement

City Attorney Reid reviewed staff report and need to repeal Ordinance 149 with Ordinance 163.

Action: **Motion to Repeal Ordinance 149 and Approve Ordinance To Renew Franchise Agreement with Century Link made by Councilor Dave Harms; seconded by Councilor Scott Cowan.**

Ordinance 163

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye

Councilor Scott McPhee: Aye
Motion PASSED: 4/0

- 3) DRC Contract with Jacobs
City Manager Kreitman went over the staff report.
Action: **Motion to Approve Amendment 3 to the Professional Services Agreement with OMI for DRC Services and Authorize the City Manager to Execute Agreement made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

- 4) Tree Regulations
Assistant City Manager/City Engineer Booth went over staff report. After discussion, Council decided to remove the fee to get a tree permit
Action: **Motion to Adopt Ordinance Amending the Municipal Code by Adopting Chapter 7.30, Tree Regulations made by Councilor Scott Cowan; seconded by Councilor Dave Harms.** Ordinance 165

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

- 5) System Development Charges Code
Assistant City Manager/City Engineer Booth went over the staff report.
Action: **Motion to Adopt Ordinance Amending the Millersburg Municipal Code by Adopting Chapter 15.16, System Development Charges made by Councilor Scott McPhee; seconded by Councilor Dave Harms.** Ordinance 164

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Scott McPhee: Aye

Motion PASSED: 4/0

O. CLOSING PUBLIC COMMENT

- 1) Dennis Gunner, 4720 NE Terri Lane, asked about the process for protecting heritage trees in Millersburg under the new Tree Regulations Assistant City Manager/City Engineer Booth explained the process.

P. CLOSING COUNCIL & STAFF COMMENT

- 1) Councilor Scott Cowan noted that the recognition of Don Miller's service and the dedication of the plaque to former Mayer Clayton Wood was appropriate and good for the City to do.

2) Mayor Lepin and the Council congratulated City Attorney Reid for his appointment as a municipal court judge.

Q. ADJOURNMENT

Meeting adjourned at 9:10 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kevin Kreitman
City Manager

Upcoming Meetings & Events:

October 15, 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
781	Adamosky Technical Solutions Corporation, 15511 NE 23rd St, Vancouver, WA, 98684										
010001-19		10/01/19	CITY HALL IMPROVEMENTS, Adamosky Tech, cabling	10/15/19	\$3,124.00	\$3,124.00	01-1401	CITY HALL IMPROVEM	\$130,000.00	\$95,038.20	
						\$3,124.00					
74	Albany-Millersburg Economic Development Corporatio, 435 W 1st. Ave, Albany, OR, 97321										
Oct - Dec 2019		10/01/19	AMEDC , October through December 2019	10/01/19	\$7,500.00	\$7,500.00	01-1337	ALBANY-MILLERSBURG	\$30,000.00	\$22,500.00	
						\$7,500.00					
539	Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321										
3128426		09/27/19	CONTRACTED SERVICES, Astrid Hesberg - week ending 9/22/19	10/27/19	\$614.25	\$614.25	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05	
3129211		10/04/19	CONTRACTED SERVICES, Barrett week ending 9/29/19, Astrid Hesberg	11/04/19	\$795.60	\$795.60	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05	
3128426		09/27/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Mark Yeager week ending 9/22/19	10/27/19	\$260.00	\$260.00	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$34,678.75	
3129211		10/04/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Barrett week ending 9/29/19. Mark Yeager	11/04/19	\$390.00	\$390.00	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$34,678.75	
						\$2,059.85					
48	Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838										
4031469926		10/01/19	MATERIALS & SUPPLIES, Cintas - through Oct 2019	10/01/19	\$40.11	\$40.11	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45	
4031469910		10/01/19	PARK SUPPLIES & MAINTENANCE, Cintas - through Oct 2019	10/01/19	\$79.48	\$79.48	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21	
						\$119.59					
728	Conservation Technix, Inc., PO Box 885, Orinda, CA, 94563										
852		10/01/19	PARKS MASTER PLAN, Conservation Technix - Through Sep 2019	10/01/19	\$4,058.62	\$4,058.62	01-2303	PARKS MASTER PLAN	\$25,000.00	\$8,930.86	
						\$4,058.62					
272	Earth2O, PO Box 70, Culver, OR, 97734										
890210		10/01/19	MATERIALS & SUPPLIES, Earth2O through Sep 2019	10/01/19	\$27.99	\$27.99	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45	
890209		10/01/19	PARK SUPPLIES & MAINTENANCE, Earth2O through Sep 2019	10/01/19	\$21.49	\$21.49	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21	
						\$49.48					
335	EC Electrical Construction Co, PO Box 35146, #43035, Seattle, WA, 98124-5146										
184941		10/01/19	MILLERSBURG CELEBRATION, EC through Sep 2019	10/01/19	\$210.00	\$210.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01	
						\$210.00					
16	Forrest Reid, PO Box 329, Tangent, OR, 97389										

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
		September 2019	10/01/19	LEGAL SERVICES, Forrest Reid through Sep 2019	10/01/19	\$16,150.00	\$16,150.00	01-1339	LEGAL SERVICES	\$170,000.00	\$111,141.00	
								\$16,150.00				
318	Government Ethics Commission, 155 Cottage ST NE, Salem, OR, 97301-3963											
AIE10000		09/24/19	DUES & SUBSCRIPTIONS, Government Ethics Commission - FY 19-20	10/24/19	\$658.64	\$658.64	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$6,754.45		
								\$658.64				
1	Greater Albany Public School District 8J, 718 Seventh Avenue SW, Albany, OR,											
Oct 2019		10/01/19	GAPS, Construction Excise Tax July through September 2019	10/01/19	\$53,447.13	\$53,447.13	01-5331	PMNT TO GAPS	\$297,000.00	\$214,557.75		
								\$53,447.13				
107	Grove, Mueller & Swank, P.C., PO Box 2122, Salem, OR, 97308-2122											
91605		10/04/19	ACCOUNTING & AUDIT, Grove, Mueller & Swank, FY 18-19 Financial Audit	10/04/19	\$7,500.00	\$7,500.00	01-1302	ACCOUNTING & AUDIT	\$20,000.00	\$20,000.00		
								\$7,500.00				
		K9 Division, 1115 Jackson St SE, Albany, OR, 97322										
10082019		10/08/19	MILLERSBURG CELEBRATION, Linn County Sheriff's Office K9 Division - Donation	10/08/19	\$500.00	\$500.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01		
								\$500.00				
20	Koontz, Perdue, Blasquez & Co., P.C., PO Box 605, Albany, OR, 97321											
64170		10/01/19	CONTRACTED SERVICES, Koontz, Blasquez & Associates, Payroll Services through Sep 2019	10/01/19	\$96.00	\$96.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05		
								\$96.00				
19	Linn County Planning and Building, PO Box 100, Albany, OR, 97321											
Sept 2019		10/01/19	PMNT TO LINN CO BUILDING DEPT, through Sept 2019	10/01/19	\$33,885.05	\$33,885.05	01-5332	PMNT TO LINN CO BUIL	\$340,000.00	\$297,552.26		
								\$33,885.05				
153	Linn County Surveyor, PO Box 100, Albany, OR, 97321											
10/2/19		10/02/19	MATERIALS & SUPPLIES, Linn County Surveyor - through Sept 2019	10/02/19	\$4.75	\$4.75	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45		
								\$4.75				
449	Mary Messersmith											
10042019		10/07/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Mary Messersmith	10/07/19	\$87.20	\$87.20	01-2301	PARKS & RECREATION	\$15,000.00	\$11,374.80		
								\$87.20				
807	Northwest Tractor Services LLC, 6639 NE Noel Ln, Albany, OR, 97321											

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
		1040	08/22/19	, Northwest Tractor Service - Field Cutting in Aug 2019	09/21/19	\$195.00	\$195.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05
		\$195.00									
23	Pacific Power, PO Box 26000, Portland, OR, 97256-0001										
10/15/19	09/27/19	CITY HALL UTILITIES, Pacific Power through Sep 2019	10/15/19	\$655.23	\$655.23	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,039.18		
10/15/19	09/27/19	PARK SUPPLIES & MAINTENANCE, Pacific Power through Sep 2019	10/15/19	\$85.48	\$85.48	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21		
10/14/19	09/26/19	UTILITIES - FIRE STATION, Pacific Power through Sep 2019	10/14/19	\$301.20	\$301.20	01-4303	UTILITIES - FIRE STATI	\$7,000.00	\$5,742.07		
10/15/19	09/27/19	STREET LIGHTS POWER, Pacific Power through Sep 2019	10/15/19	\$3,157.85	\$3,157.85	02-1323	STREET LIGHTS POWE	\$42,000.00	\$32,639.32		
10/15/19	09/27/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL, Pacific Power through Sep 2019	10/15/19	\$1,094.19	\$1,094.19	04-1328	SEWER MISCELLANEO	\$10,000.00	\$6,326.54		
10/18/19	10/02/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL, Pacific Power through Sep 2019	10/18/19	\$46.98	\$46.98	04-1328	SEWER MISCELLANEO	\$10,000.00	\$6,326.54		
		\$5,340.93									
6	Petro Card, PO Box 34243, Seattle, WA, 98124-1243										
C498714	09/30/19	PARK SUPPLIES & MAINTENANCE, Petro Card - though Sep 2019	10/30/19	\$260.71	\$260.71	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21		
		\$260.71									
515	Pollard Water, PO Box 417592, Boston, MA, 02241-7592										
0147677	09/02/19	PARK SUPPLIES & MAINTENANCE, Pollard Water, Safety Shirts	09/30/19	\$22.50	\$22.50	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21		
0147680	09/02/19	PARK SUPPLIES & MAINTENANCE, Pollard Water, Rain Jackets	10/02/19	\$216.50	\$216.50	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21		
		\$239.00									
84	Ultrex, 110 SW 9th Avenue, Albany, OR, 97321										
INV76431	09/27/19	CONTRACTED SERVICES, Ultrex - Printer Lease	10/27/19	\$196.12	\$196.12	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05		
		\$196.12									
664	US Bank Equipment Finance, P.O. Box 790448, St Louis, MO, 63179-0448										
396072639	09/27/19	CONTRACTED SERVICES, US Bank Equipt Finance - Printer Lease	10/22/19	\$127.20	\$127.20	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05		
396348658	10/01/19	US Bank Equipt Finance - Plotter Lease	10/26/19	\$150.00	\$150.00	01-1420	Plotter	\$9,000.00	\$8,729.00		
		\$277.20									
700	US Bank, P.O. Box 790428, St Louis, MO, 63179-0428										
09202019	09/20/19	CITY HALL UTILITIES, Republic Services trash	10/20/19	\$104.46	\$104.46	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,039.18		
09202019	09/20/19	CITY HALL UTILITIES, Verizon - Park iPad Cost	10/20/19	\$40.01	\$40.01	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,039.18		

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
09202019	09/20/19	CITY HALL UTILITIES, Comcast montly cost	10/20/19	\$326.74	\$326.74	01-1317	CITY HALL UTILITIES	\$32,200.00	\$28,039.18
09202019	09/20/19	MILLERSBURG CELEBRATION - 4Imprint Can Kooler	10/20/19	\$475.22	\$475.22	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Wal-mart Square card Reader	10/20/19	\$24.86	\$24.86	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Amazon Radios	10/20/19	\$64.99	\$64.99	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Amazon Radios	10/20/19	\$129.98	\$129.98	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Ticket Printing, VIP Event Badges	10/20/19	\$48.13	\$48.13	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Oregon BBQ meal for MC	10/20/19	\$84.00	\$84.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - 4Imprint, Stadium Cups	10/20/19	\$487.92	\$487.92	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION, Lowes, Misc tape	10/20/19	\$8.98	\$8.98	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Amazon, Celebration Supplies	10/20/19	\$35.88	\$35.88	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - KHPE FM Advertising	10/20/19	\$499.80	\$499.80	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Ciddicie's Pizza	10/20/19	\$214.70	\$214.70	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Holiday Inn Express, Hotel Room for Jackson Michelson	10/20/19	\$216.21	\$216.21	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Home Depot, Trash Cans/bags	10/20/19	\$160.54	\$160.54	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Costco, Water	10/20/19	\$48.93	\$48.93	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Fred Myer, MC Supplies	10/20/19	\$71.03	\$71.03	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - Costco, Food for MC Run	10/20/19	\$114.61	\$114.61	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MILLERSBURG CELEBRATION - OSP Backgroud Checks	10/20/19	\$60.00	\$60.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
09202019	09/20/19	MATERIALS & SUPPLIES - Staples Office Supplies	10/20/19	\$121.61	\$121.61	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES, Amazon - Front Counter Candy	10/20/19	\$29.94	\$29.94	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES, Amazon - Sound Level Meter	10/20/19	\$34.99	\$34.99	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Staples Office Supplies	10/20/19	\$75.75	\$75.75	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - WP Engine, Office Supplies	10/20/19	\$35.00	\$35.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Staples, Office Supplies	10/20/19	\$7.76	\$7.76	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45

**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
09202019	09/20/19	MATERIALS & SUPPLIES - Staples, Office Supplies	10/20/19	\$11.48	\$11.48	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Valley Fire Control, Fire Extinguishers	10/20/19	\$126.00	\$126.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Site 5, webhosting monthly fee	10/20/19	\$15.95	\$15.95	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Staples, Office Supplies	10/20/19	\$24.58	\$24.58	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Amazon, Office Supplies	10/20/19	\$69.95	\$69.95	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - UberConference Phone Conferencing	10/20/19	\$20.00	\$20.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES, Costco, Office supplies	10/20/19	\$223.92	\$223.92	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Staples, Office Supplies	10/20/19	\$9.99	\$9.99	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Amazon, Ergo Mouse	10/20/19	\$36.00	\$36.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	MATERIALS & SUPPLIES - Amazon, Office Supplies	10/20/19	\$39.13	\$39.13	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09-20-2019 CREDI	10/08/19	MATERIALS & SUPPLIES - Staples, Office Supplies - RETURNS/CREDIT	10/08/19	(\$11.48)	(\$11.48)	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09-20-2019 CREDI	10/08/19	MATERIALS & SUPPLIES - Staples, Office Supplies - RETURNS/CREDIT	10/08/19	(\$21.54)	(\$21.54)	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$12,551.45
09202019	09/20/19	EDUCATION & TRAINING - Half Mood Seminars, Continuing Ed	10/20/19	\$275.00	\$275.00	01-1334	EDUCATION & TRAININ	\$2,000.00	\$2,000.00
09202019	09/20/19	EDUCATION & TRAINING - CMC Certification Program (Kim)	10/20/19	\$125.00	\$125.00	01-1334	EDUCATION & TRAININ	\$2,000.00	\$2,000.00
09202019	09/20/19	EDUCATION & TRAINING - Captus Press, Education	10/20/19	\$105.00	\$105.00	01-1334	EDUCATION & TRAININ	\$2,000.00	\$2,000.00
09202019	09/20/19	MEETINGS & TRAINING, Costco food for Business Expo	10/20/19	\$91.93	\$91.93	01-1335	MEETINGS & TRAINING	\$8,000.00	\$6,133.16
09202019	09/20/19	MEETINGS & TRAINING - Abby's Pizza, City Council Exec Meeting	10/20/19	\$108.40	\$108.40	01-1335	MEETINGS & TRAINING	\$8,000.00	\$6,133.16
09202019	09/20/19	MEETINGS & TRAINING - OBC Meals	10/20/19	\$84.00	\$84.00	01-1335	MEETINGS & TRAINING	\$8,000.00	\$6,133.16
09202019	09/20/19	DUES & SUBSCRIPTIONS - IIMC Membership (Kim)	10/20/19	\$170.00	\$170.00	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$6,754.45
09202019	09/20/19	DUES & SUBSCRIPTIONS, ERN Magazine	10/20/19	\$39.00	\$39.00	01-1336	DUES & SUBSCRIPTIO	\$9,000.00	\$6,754.45
09202019	09/20/19	PRINTING & ADVERTISING - Staples, Banner	10/20/19	\$65.86	\$65.86	01-1355	PRINTING & ADVERTISI	\$5,000.00	\$4,060.00
09202019	09/20/19	PRINTING & ADVERTISING - Staples, Office Supplies	10/20/19	\$158.43	\$158.43	01-1355	PRINTING & ADVERTISI	\$5,000.00	\$4,060.00
09202019	09/20/19	TRAVEL & MEALS - 1St Burger, Meeting with Councilor Miller	10/20/19	\$39.50	\$39.50	01-1359	TRAVEL & MEALS	\$5,000.00	\$5,000.00
09202019	09/20/19	PARK SUPPLIES & MAINTENANCE - Home Depot, Hooks	10/20/19	\$8.73	\$8.73	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
09202019	09/20/19	PARK SUPPLIES & MAINTENANCE - Home Depot, Park Supplies	10/20/19	\$25.73	\$25.73	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21

**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
		09202019	09/20/19	PARK SUPPLIES & MAINTENANCE - Home Depot, Trash Bags	10/20/19	\$47.91	\$47.91	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
		09202019	09/20/19	PARK SUPPLIES & MAINTENANCE, Republic Services trash	10/20/19	\$317.99	\$317.99	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
		09202019	09/20/19	PARK SUPPLIES & MAINTENANCE - Staples, Office Supplies	10/20/19	\$6.16	\$6.16	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
		09202019	09/20/19	PARK SUPPLIES & MAINTENANCE - Home Depot, Edger Parts	10/20/19	\$18.43	\$18.43	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
		09202019	09/20/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Centruy Link Monthly Cost	10/20/19	\$54.86	\$54.86	04-1328	SEWER MISCELLANEO	\$10,000.00	\$6,326.54
							\$5,807.95				
328	Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321										
		273974	09/30/19	MILLERSBURG CELEBRATION - Valley Merchant Police, Spe 13-14 security	10/30/19	\$537.50	\$537.50	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$4,792.01
		273974	09/30/19	PARK SUPPLIES & MAINTENANCE - Valley Merchant Police, through Sep 2019	10/30/19	\$300.00	\$300.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$44,168.21
							\$837.50				
652	Wheat LLC, 1141 Chemawa Rd N, Keizer, OR, 97321										
		5318	09/30/19	STREET SWEEPING, Wheat LLC, Street Sweeping through Sep 2019	10/30/19	\$1,975.77	\$1,975.77	02-1319	STREET SWEEPING	\$25,000.00	\$18,056.00
							\$1,975.77				
85	Xterma Pest Control, Inc., P.O. Box 321, Sweet Home, OR, 97386										
		COM0919 50	09/27/19	Xterma Pest Control, Quarterly Pest Control Fee	10/27/19	\$50.00	\$50.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$89,123.05
							\$50.00				
							\$144,630.49				

Total Bills To Pay:

\$144,630.49

**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		10062019	10/14/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Abigail Johnson	10/14/19	\$48.00	\$48.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,359.60
							\$48.00				
271 American Legion Post 10, 1215 Pacific Blvd, Albany, OR, 97321		18-382	10/10/19	MATERIALS & SUPPLIES, American Legion - City Hall American Flag	11/10/19	\$65.00	\$65.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,629.57
							\$65.00				
824 Anthony Saville		10042019	10/14/19	LIBRARY SERVICES, Anthony Saville	10/14/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,000.00
							\$40.00				
819 Ashley 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	\$11,359.60
							\$72.00				
442 Brad Hulburt		83158632	10/10/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Brad Hulburt	10/10/19	\$20.00	\$20.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,359.60
							\$20.00				
401 Chelsey Wimmer		10102019	10/10/19	LIBRARY SERVICES, Chelsey Wimmer	10/10/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,000.00
							\$40.00				
272 Earth2O, PO Box 70, Culver, OR, 97734		099051	10/14/19	MATERIALS & SUPPLIES, Earth2O, City Hall	10/14/19	\$28.89	\$28.89	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,629.57
							\$28.89				
821 Gregory Smith & Company, LLC, PO Box 219, Heppner, OR, 97836-0219		9.19	09/30/19	ECONOMIC DEVELOPMENT, Gregory Smith & Company LLC, Admin Services	10/30/19	\$2,500.00	\$2,500.00	01-1338	ECONOMIC DEVELOPM	\$30,000.00	\$22,500.00
							\$2,500.00				
823 Helen Naegle		10012019	10/14/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Helen Naegle	10/14/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,359.60
							\$200.00				
822 James Morley		10052019	10/14/19	LIBRARY SERVICES - James Morley	10/14/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$2,000.00
							\$40.00				

**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
173	Jano's Trophies, 1129 SE Santiam Rd., Albany, OR, 97321										
27389		10/07/19	CITY COUNCIL, Jano's Trophies, Don Miller award	10/07/19	\$120.00	\$120.00	01-1333	CITY COUNCIL	\$2,500.00	\$2,500.00	
							\$120.00				
737	Lori Moore										
09282019		10/14/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Lori Moore	10/14/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$11,359.60	
							\$200.00				
195	Poe's Backhoe Service, 6590 SE 7-Mile Lane, Albany, OR, 97322										
1160		10/10/19	STORM DRAINS & DITCHES, Poe's Backhoe Service - Excavation work	10/10/19	\$13,020.00	\$13,020.00	03-1331	STORM DRAINS & DITC	\$122,000.00	\$122,000.00	
							\$13,020.00				
711	TopLoc Asphalt Maintenance, LLC, P.O. Box 8495, Bend, OR, 97708										
4792		10/08/19	STREET & ROAD REPAIR, TopLoc Asphalt Maint, Crack Sealing	10/08/19	\$7,500.00	\$7,500.00	02-1322	STREET & ROAD REPAI	\$164,000.00	\$164,000.00	
							\$7,500.00				
Total Bills To Pay:							\$23,893.89				

**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
7	4S Sign, LLC, 30255 HWY 34, Albany, OR, 97321										
46949		10/14/19	4S Signs, Street Names	10/14/19	\$423.80	\$423.80	02-1329	SIGNS	\$5,000.00	\$4,170.35	
						\$423.80					
668	A to Z Party Rental, 995 Commercial Street SE, Salem, OR, 97302										
454714-3		09/15/19	MILLERSBURG CELEBRATION - A to Z Party Rental, Table, Chair, and Canopy Rentals	09/15/19	\$1,295.78	\$1,295.78	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$698.73	
						\$1,295.78					
781	Adamosky Technical Solutions Corporation, 15511 NE 23rd St, Vancouver, WA, 98684										
01006-19		10/17/19	MAINT: OFFICE EQUIPMENT, Adamosky Technical Solutions, Council Chambers Rack PC	10/17/19	\$1,802.00	\$1,802.00	01-1331	MAINT: OFFICE EQUIP	\$16,000.00	\$16,000.00	
010005-19		10/17/19	CITY HALL IMPROVEMENTS, Adamosky Technical Solutions, Council Chamber Audio Visual Project	10/17/19	\$23,259.49	\$23,259.49	01-1401	CITY HALL IMPROVEM	\$130,000.00	\$91,914.20	
						\$25,061.49					
43	Aflac, 1932 Wynnton Road, Columbus, GA,										
829190		10/12/19	Payroll Taxes Payable, Aflac through Oct 2019	11/01/19	\$73.62	\$73.62	01-9210	Payroll Taxes Payable	\$0.00	(\$18,089.22)	
						\$73.62					
688	Angie Grace Photography, 3312 NE Nehalem Avenue, Albany, OR, 97321										
252462		09/30/19	MILLERSBURG CELEBRATION, Angie Grace Photography	10/30/19	\$400.00	\$400.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$698.73	
						\$400.00					
210	Anne Clare										
09092019		10/21/19	LIBRARY SERVICES, Anne Clare	10/21/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,880.00	
						\$40.00					
828	Astrid Hesberg										
Oct2019		10/22/19	MILEAGE, Employee Expense Reimbursement - Astrid Hesberg	10/22/19	\$33.64	\$33.64	01-1351	MILEAGE	\$1,600.00	\$1,501.40	
						\$33.64					
539	Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321										
3129983		10/11/19	CONTRACTED SERVICES, Barrett, Astrid Hesberg	10/11/19	\$585.00	\$585.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$87,048.88	
3130932		10/18/19	CONTRACTED SERVICES, Barrett, 10/13/19, Astrid Hesberg	10/18/19	\$608.40	\$608.40	01-1332	CONTRACTED SERVIC	\$162,625.00	\$87,048.88	
3130100		10/11/19	PARK SUPPLIES & MAINTENANCE, Barrett, Nicholas Bohanan	10/11/19	\$143.65	\$143.65	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$42,757.10	
3130932		10/18/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR, Barrett, Mark Yeager	10/18/19	\$390.00	\$390.00	03-1312	MUNICIPAL SEPARATE	\$40,000.00	\$34,028.75	
3130102		10/11/19	RATE AND SDC STUDY, Barrett, Jennifer Richardson	10/11/19	\$292.50	\$292.50	04-1313	RATE AND SDC STUDY	\$0.00	(\$9,601.44)	

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

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							\$2,019.55					
653	Brandi Mendenhall											
17891714		10/22/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Brandi Mendenhall	10/22/19	\$193.60	\$193.60	01-2301	PARKS & RECREATION	\$15,000.00	\$10,819.60		
							\$193.60					
773	CH2MHILL OMI, Department 1267, Denver, CO, 80291-1267											
351259-017		10/08/19	OMI SERVICES FOR DIRECT RESPONSIBLE CHARGE, CH2M Hill, Out of Scope Letter Amendment 2	11/08/19	\$647.08	\$647.08	05-1307	OMI SERVICES FOR DI	\$10,000.00	\$8,705.84		
							\$647.08					
167	CIS Trust, PO Box 6836, Portland, OR, 97228-6836											
PO-MIL-12019-01		10/07/19	BONDING & INSURANCE, CIS Trust, Rodes Warden Insurance, 2019-2020	11/07/19	\$542.96	\$542.96	01-1308	BONDING & INSURANC	\$30,000.00	(\$4,853.47)		
							\$542.96					
659	David Evans & Associates, Inc., Dept LA 24340, Pasadena, CA, 91185-4340											
453696		10/15/19	PCPI EXPENSE, David Evans and Associates, PCPI Expense through Sep 2019	11/15/19	\$3,516.55	\$3,516.55	02-1303	PCPI EXPENSE	\$30,000.00	\$21,162.51		
453696		10/15/19	PCPI EXPENSE, David Evans and Associates, PCPI Expense through Sep 2019	11/15/19	\$2,930.46	\$2,930.46	03-1303	PCPI	\$25,000.00	\$17,635.40		
453696		10/15/19	PCPI EXPENSE, David Evans and Associates, PCPI Expense through Sep 2019	11/15/19	\$2,344.37	\$2,344.37	04-1303	SEWER PCPI	\$20,000.00	\$14,108.32		
453696		10/15/19	PCPI EXPENSE, David Evans and Associates, PCPI Expense through Sep 2019	11/15/19	\$1,758.28	\$1,758.28	05-1303	PCPI EXPENSE	\$15,000.00	\$10,581.21		
							\$10,549.66					
826	Events by Idea, 1218 NW Grove St, Newport, OR, 97365											
Millersburg Celebra		10/17/19	MILLERSBURG CELEBRATION, Events by Idea	11/17/19	\$606.10	\$606.10	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$698.73		
							\$606.10					
515	Ferguson Enterprises LLC #3325 DBA Pollardwater, PO Box 417592, Boston, MA, 02241-7592											
0147675		10/09/19	PARK SUPPLIES & MAINTENANCE, Pollardwater, parks safety gear	11/09/19	\$152.40	\$152.40	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$42,757.10		
0147720		10/08/19	PARK SUPPLIES & MAINTENANCE, Pollardwater, parks rain/safety gear	10/08/19	\$141.00	\$141.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$42,757.10		
							\$293.40					
765	Handy Hands Landscape C&M LLC, 31410 HWY 34, Tangent, OR, 97389											
Sept 2019		09/30/19	CONTRACTED SERVICES, Handy Hands Landscape, City Hall landscape maintenance	09/30/19	\$480.00	\$480.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$87,048.88		
Sept 2019 City Hall		10/01/19	Hand Hands Landscape, City Hall and Fire stations landscape maintenance through Sep 2019	10/01/19	\$1,280.00	\$1,280.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$87,048.88		

City of Millersburg
Council Approval Report
(Council Approval Report)

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		Oct 4-8 2019	10/04/19	PARK SUPPLIES & MAINTENANCE, Handy Hands Landscape, Park Maintenance	10/04/19	\$1,773.00	\$1,773.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$42,757.10
		\$3,533.00									
279	King Office Equipment, PO Box 631, Albany, OR, 97321										
24704		10/10/19		CITY HALL IMPROVEMENTS, King Office, Cascade Caseworks Council Dias	11/10/19	\$19,850.00	\$19,850.00	01-1401	CITY HALL IMPROVEM	\$130,000.00	\$91,914.20
24729		10/14/19		CITY HALL IMPROVEMENTS, King Office, 14 All Black Council Chairs	11/14/19	\$12,748.60	\$12,748.60	01-1401	CITY HALL IMPROVEM	\$130,000.00	\$91,914.20
		\$32,598.60									
825	KRKT-FM, Bicoastal Willamett Valley LLC, 1500 Valley River Dr Ste 350, Eugene, OR, 97401										
36928-1		09/30/19		MILLERSBURG CELEBRATION, KRKT-FM radio adds	09/30/19	\$828.00	\$828.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$698.73
36928-2		09/30/19		MILLERSBURG CELEBRATION, KRKT Radio Adds	09/30/19	\$480.00	\$480.00	01-1326	MILLERSBURG CELEBR	\$36,500.00	\$698.73
		\$1,308.00									
827	Marcia Griffin 10/16/19 LIBRARY SERVICES, Marcia Griffin										
10162019					10/16/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,880.00
		\$40.00									
483	MetLife - Group Benefits, PO Box 804466, Kansas City, MO, 64180-4466										
11012019		10/14/19		DENTAL & VISION INSURANCE, Metlife through Oct 2019	11/01/19	\$801.05	\$801.05	01-1214	DENTAL & VISION INSU	\$10,272.00	\$7,868.85
		\$801.05									
585	MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553										
8755		10/14/19		CONSULTANTS - MorganCPS, Planning through Sep 2019	11/14/19	\$7,140.00	\$7,140.00	01-1353	CONSULTANTS - PLAN	\$100,000.00	\$77,660.00
		\$7,140.00									
708	Oregon Department of Revenue, PO Box 14800, Salem, OR, 97309-0920										
2019 Q3		10/22/19		Payroll Taxes Payable - Oregon Dep of Revenue, 2019 Q3 Transit Tax	10/22/19	\$124.00	\$124.00	01-9210	Payroll Taxes Payable	\$0.00	(\$18,089.22)
		\$124.00									
41	Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167										
10/10/19		10/10/19		MEDICAL INSURANCE - Providence Health Group through Oct 2019	11/01/19	\$6,938.35	\$6,938.35	01-1211	MEDICAL INSURANCE	\$89,250.00	\$67,409.95
		\$6,938.35									
334	Sharon Herbes										
water/sewer refund		10/16/19		Customer Overpayments, Check Request - Water/Sewer Refund, Sharon Herbes	10/16/19	\$28.46	\$28.46	05-9203	Customer Overpayments	\$0.00	(\$12,767.69)
		\$28.46									

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
Total Bills To Pay:							\$94,692.14				

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
607 Business Connections, Inc., P.O. Box 566, Salem, OR, 97308-0566		072210212019	10/22/19	CITY HALL UTILITIES, Business Connections through Oct 2019	11/11/19	\$48.80	\$48.80	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,912.74
							\$48.80				
466 CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869		704841CH012	10/25/19	CONSULTANTS - ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$1,138.08	\$1,138.08	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$14,757.19
704841CH012	10/25/19	CONSULTANTS - ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$63.20	\$63.20	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$14,757.19		
704841CH012	10/25/19	20% CONSULTANTS ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$10,570.63	\$10,570.63	02-1301	20% CONSULTANTS EN	\$20,000.00	\$6,585.15		
704841CH012	10/25/19	20% CONSULTANTS ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$90.90	\$90.90	02-1301	20% CONSULTANTS EN	\$20,000.00	\$6,585.15		
704841CH012	10/25/19	20% CONSULTANTS ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$193.21	\$193.21	02-1301	20% CONSULTANTS EN	\$20,000.00	\$6,585.15		
704841CH012	10/25/19	20% CONSULTANTS ENGINEERING, CH2M Hill through 9/27/19	11/25/19	\$3,568.34	\$3,568.34	03-1301	20% CONSULTANTS EN	\$20,000.00	\$19,842.77		
							\$15,624.36				
514 Cintas, PO Box 631025, Cincinnati, OH, 45263-1025		5015006485	10/24/19	CITY HALL MAINTENANCE & SUPPLIES, Cintas through Oct 2019	11/24/19	\$38.71	\$38.71	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$19,959.08
5015006485	10/24/19	PARK SUPPLIES & MAINTENANCE, Cintas through Oct 2019	11/24/19	\$37.82	\$37.82	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,547.05		
							\$76.53				
829 Country Kettle, 1580 SW 53rd Ave, Albany, OR, 97321		10/22/2019	10/22/19	MILLERSBURG CELEBRATION, Country Kettle - Partial Refund	10/22/19	\$37.50	\$37.50	01-1326	MILLERSBURG CELEBR	\$36,500.00	(\$2,911.15)
							\$37.50				
327 De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602		65461150	10/17/19	CONTRACTED SERVICES, De Lage Landen Financial Services through Nov 2019	12/01/19	\$374.55	\$374.55	01-1332	CONTRACTED SERVIC	\$162,625.00	\$84,095.48
							\$374.55				
251 Dustin Patton		11012019	11/01/19	CITY HALL UTILITIES, Cell Phone Reimbursement - Dustin Patton	11/01/19	\$35.00	\$35.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,912.74
							\$35.00				
566 Jake Gabell		11012019	11/01/19	CITY HALL UTILITIES, Cell Phone Reimbursment - Jake Gabell	11/01/19	\$35.00	\$35.00	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,912.74
							\$35.00				
301	John Clinton Smith										

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
		10/24/2019	10/28/19	LIBRARY SERVICES - John Smith	10/28/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,800.00
							\$40.00				
832	Kat Wylie										
		10/22/2019	10/22/19	MILLERSBURG CELEBRATION, Kat Wylie	10/22/19	\$23.07	\$23.07	01-1326	MILLERSBURG CELEBR	\$36,500.00	(\$2,911.15)
							\$23.07				
830	Kenneth Meeks										
		10/19/19		10/28/19 LIBRARY SERVICES, Kenneth Meeks	10/28/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,800.00
							\$40.00				
20	Koontz, Perdue, Blasquez & Co., P.C., PO Box 605, Albany, OR, 97321										
		64345	10/20/19	CONTRACTED SERVICES, Koontz, Blasquez & Associates, Payroll Services through Sep 2019	10/20/19	\$96.00	\$96.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$84,095.48
							\$96.00				
270	Linn County Assessment and Taxation, PO Box 100, Albany, OR, 97321										
		11/15/19 - 101	10/28/19	PROPERTY TAXES - Middle Rectangular Strip, 10S3W28-101	11/15/19	\$57.14	\$57.14	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 102	10/28/19	PROPERTY TAXES - Rental House, 10S3W28-102	11/15/19	\$5,085.20	\$5,085.20	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 106	10/28/19	PROPERTY TAXES - East Parcel Close to OSR, 10S3W28-106	11/15/19	\$47.16	\$47.16	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 109	10/28/19	PROPERTY TAXES, Srtip North of TWC Ponds. 10S3W25-109	11/15/19	\$8.63	\$8.63	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 200	10/28/19	PROPERTY TAXES, Conser/Nofziger, 10S3W29-200	11/15/19	\$708.86	\$708.86	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 203	10/28/19	PROPERTY TAXES, Ag South of Rental House, 10S3W29-203	11/15/19	\$661.98	\$661.98	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 205	10/28/19	PROPERTY TAXES - Left Parcel West of OSR, 10S3W29-205	11/15/19	\$32.14	\$32.14	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 207	10/28/19	PROPERTY TAXES, South of City House. 10S3W29-207	11/15/19	\$103.15	\$103.15	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/19 - 4301	10/28/19	PROPERTY TAXES - City Hall, 10S3W21-4301	11/15/19	\$216.38	\$216.38	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/2019 - 100	10/28/19	PROPERTY TAXES, Behind Rental House, 10S3W28-100	11/15/19	\$766.38	\$766.38	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
		11/15/2019 - 108	10/28/19	PROPERTY TAXES - Conser middle, 10S3W25-108	11/15/19	\$488.56	\$488.56	01-1356	PROPERTY TAXES	\$9,200.00	\$9,200.00
							\$8,175.58				
612	Miranda Halseth										
		10/28/2019	10/28/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Miranda Halseth	10/28/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$10,626.00
							\$200.00				

**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
831	Salem Backflow Testing, 3837 Shaniko Way Se, Salem, OR, 97302										
10/16/19	10/28/19	MATERIALS & SUPPLIES -Salem Backflow Testing	10/28/19	\$35.00	\$35.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,535.68		
10/16/19	10/28/19	PARK SUPPLIES & MAINTENANCE - Salem Backflow Testing	10/28/19	\$35.00	\$35.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,547.05		
							\$70.00				
704	Sarah Kretschmer										
09302019	10/28/19	LIBRARY SERVICES - Sarah Kretschmer	10/28/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,800.00		
112330334	10/28/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Sarah Kretschmer	10/28/19	\$84.00	\$84.00	01-2301	PARKS & RECREATION	\$15,000.00	\$10,626.00		
							\$124.00				
73	United Systems Technology, Inc., P.O. Box 743722, Atlanta, GA, 30374-3722										
255561	10/21/19	MATERIALS & SUPPLIES - United Systems Tech - AP Checks	10/21/19	\$270.00	\$270.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,535.68		
							\$270.00				
Total Bills To Pay:							\$25,270.39				

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
48	Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838										
4033583394		10/26/19	CITY HALL MAINTENANCE & SUPPLIES - Cintas through Oct 2019	11/09/19	\$40.11	\$40.11	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$19,920.37	
4033583311		10/29/19	PARK SUPPLIES & MAINTENANCE - Cintas through Oct 2019	11/09/19	\$62.14	\$62.14	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23	
4033583340		10/29/19	PARK SUPPLIES & MAINTENANCE - Cintas through Oct 2019	11/09/19	\$106.11	\$106.11	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23	
						\$208.36					
728	Conservation Technix, Inc., PO Box 885, Orinda, CA, 94563										
860		11/01/19	PARKS MASTER PLAN - Conservation Technix through Oct 2019	12/01/19	\$3,080.00	\$3,080.00	01-2303	PARKS MASTER PLAN	\$25,000.00	\$4,872.24	
						\$3,080.00					
515	Ferguson Enterprises LLC #3325 DBA Pollardwater, PO Box 417592, Boston, MA, 02241-7592										
0147675-1		10/25/19	SIGNS, Pollardwater - temp street signs	11/25/19	\$639.50	\$639.50	02-1329	SIGNS	\$5,000.00	\$3,746.55	
						\$639.50					
16	Forrest Reid, PO Box 329, Tangent, OR, 97389										
110119		11/01/19	LEGAL SERVICES, Forrest Reid through Oct 2019	11/01/19	\$9,625.00	\$9,625.00	01-1339	LEGAL SERVICES	\$170,000.00	\$94,991.00	
						\$9,625.00					
749	Galardi Consulting, LLC, 7327 SW Barnes Rd #224, Portland, OR, 97225										
M-4		11/02/19	RATE AND SDC STUDY - Galardi Consulting - Utility Rate and SDC Study through 11/2/19	12/02/19	\$2,380.00	\$2,380.00	04-1313	RATE AND SDC STUDY	\$0.00	(\$9,893.94)	
M-4		11/02/19	RATE AND SDC STUDY - Galardi Consulting - Utility Rate and SDC Study through 11/2/19	12/02/19	\$2,380.00	\$2,380.00	05-1313	RATE AND SDC STUDY	\$0.00	(\$4,068.34)	
						\$4,760.00					
566	Jake Gabell										
11/1/19		11/04/19	MILEAGE, Employee Expense Reimbursement - Jake Gabell	11/04/19	\$39.44	\$39.44	01-1351	MILEAGE	\$1,600.00	\$1,467.76	
						\$39.44					
425	Jim Lepin										
10/29/19		11/04/19	MILEAGE, Expense Reimbursement - Jim Lepin	11/04/19	\$81.78	\$81.78	01-1351	MILEAGE	\$1,600.00	\$1,467.76	
						\$81.78					
439	Kristen Champion										
102820198		11/04/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Kristen Champion	11/04/19	\$36.00	\$36.00	01-2301	PARKS & RECREATION	\$15,000.00	\$10,342.00	
						\$36.00					
39	LifeMap Billing, PO Box 6840, Portland, OR, 97228-6840										

**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
		IN0502134	11/04/19	DISABILITY INSURANCE, Lifemap through Oct 2019	11/04/19	\$156.54	\$156.54	01-1212	DISABILITY INSURANC	\$3,424.00	\$2,954.38
							\$156.54				
464	Michelle McGee										
		10/18/19	11/04/19	LIBRARY SERVICES, Michelle McGee	11/04/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$1,680.00
							\$40.00				
833	North Santiam Paving Company, PO Box 516, Stayton, OR, 97383										
		00295H	10/31/19	Customer Overpayments, Utility Overpayment Refund, 00295H	11/30/19	\$39.88	\$39.88	05-9203	Customer Overpayments	\$0.00	(\$13,613.25)
							\$39.88				
53	Oregon Cascades West COG, 1400 Queen Ave. SE Suite 201, Albany, OR, 97322										
		JulAugSep2019	10/30/19	MATERIALS & SUPPLIES, Software for new equipment	11/30/19	\$3,801.12	\$3,801.12	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
		JulAugSep2019	10/30/19	MAINT: OFFICE EQUIPMENT, Oregon Cascades West COG Enclosure patch/panel & mount	11/30/19	\$1,053.04	\$1,053.04	01-1331	MAINT: OFFICE EQUIP	\$16,000.00	\$14,198.00
		JulAugSep2019	10/30/19	MAINT: OFFICE EQUIPMENT, Oregon Cascades West COG Cisco SG350-52MP	11/30/19	\$1,341.54	\$1,341.54	01-1331	MAINT: OFFICE EQUIP	\$16,000.00	\$14,198.00
		JulAugSep2019	10/30/19	MAINT: OFFICE EQUIPMENT, Oregon Cascades West COG Sonic Wall	11/30/19	\$246.86	\$246.86	01-1331	MAINT: OFFICE EQUIP	\$16,000.00	\$14,198.00
		JulAugSep2019	10/30/19	CONTRACTED SERVICES, Oregon Cascades West COG, IT Support Q1 2019	11/30/19	\$1,415.66	\$1,415.66	01-1332	CONTRACTED SERVIC	\$162,625.00	\$83,624.93
							\$7,858.22				
23	Pacific Power, PO Box 26000, Portland, OR, 97256-0001										
		11/14/19	11/04/19	CITY HALL UTILITIES, Pacific Power through Oct 2019	11/14/19	\$798.63	\$798.63	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,793.94
		11/14/19	11/04/19	PARK SUPPLIES & MAINTENANCE, Pacific Power through Oct 2019	11/14/19	\$72.80	\$72.80	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
		11/13/2019	11/04/19	UTILITIES - FIRE STATION, Pacific Power through Oct 2019	11/13/19	\$350.00	\$350.00	01-4303	UTILITIES - FIRE STATI	\$7,000.00	\$5,440.87
		11/14/19	11/04/19	STREET LIGHTS POWER, Pacific Power through Oct 2019	11/14/19	\$3,173.79	\$3,173.79	02-1323	STREET LIGHTS POWE	\$42,000.00	\$29,481.47
		11/14/19	11/04/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL, Pacific Power through Oct 2019	11/14/19	\$1,094.00	\$1,094.00	04-1328	SEWER MISCELLANEO	\$10,000.00	\$5,130.51
							\$5,489.22				
793	Professional Security Alarm, 1981 Fescue St SE, Suite A, Attn: Accounts Receivable, Albany, OR, 97322										
		96927	10/30/19	CONTRACTED SERVICES, Professional Security - Service Call	11/09/19	\$95.00	\$95.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$83,624.93
							\$95.00				
613	Rhonda Rick										

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
113072878	11/04/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM, Rhonda Rick	11/04/19	\$192.00	\$192.00	01-2301	PARKS & RECREATION	\$15,000.00	\$10,342.00
					\$192.00				
700	US Bank, P.O. Box 790428, St Louis, MO, 63179-0428								
10/21/2019	10/21/19	CITY HALL UTILITIES - Comcast, monthly telephone and internet	11/21/19	\$326.74	\$326.74	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,793.94
10/21/2019	10/21/19	CITY HALL UTILITIES - Republic Services, trash pickup	11/21/19	\$603.80	\$603.80	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,793.94
10/21/2019	10/21/19	CITY HALL UTILITIES - Verizon, iPad Data monthly	11/21/19	\$40.01	\$40.01	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,793.94
10/21/2019	10/21/19	CITY HALL UTILITIES - Republic Services, trash pickup	11/21/19	\$104.46	\$104.46	01-1317	CITY HALL UTILITIES	\$32,200.00	\$26,793.94
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Hobby Lobby, office supplies	11/21/19	\$38.44	\$38.44	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Staples, office supplies	11/21/19	\$43.68	\$43.68	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Lowes, tarp	11/21/19	\$6.98	\$6.98	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Site5, monthly website hosting	11/21/19	\$15.95	\$15.95	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Costco, vacuum	11/21/19	\$339.99	\$339.99	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - Staples, Office supplies	11/21/19	\$97.86	\$97.86	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MATERIALS & SUPPLIES - WPEngine, website hosting	11/21/19	\$35.00	\$35.00	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
4892	11/04/19	MATERIALS & SUPPLIES - Staples, CREDIT	11/04/19	(\$60.80)	(\$60.80)	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
10/21/2019	10/21/19	MEETINGS & TRAINING - Safeway, Parks MP Open House	11/21/19	\$68.94	\$68.94	01-1335	MEETINGS & TRAINING	\$8,000.00	\$5,848.83
10/21/2019	10/21/19	MEETINGS & TRAINING - Safeway, Food for CC meeting	11/21/19	\$27.46	\$27.46	01-1335	MEETINGS & TRAINING	\$8,000.00	\$5,848.83
10/21/2019	10/21/19	MEETINGS & TRAINING - Firehouse Corner, Parks MP Open House	11/21/19	\$31.79	\$31.79	01-1335	MEETINGS & TRAINING	\$8,000.00	\$5,848.83
10/21/2019	10/21/19	MEETINGS & TRAINING - Costco, Food for CC meeting	11/21/19	\$98.45	\$98.45	01-1335	MEETINGS & TRAINING	\$8,000.00	\$5,848.83
10/21/2019	10/21/19	PARK SUPPLIES & MAINTENANCE - Republic Services, trash pickup	11/21/19	\$39.54	\$39.54	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
10/21/2019	10/21/19	PARK SUPPLIES & MAINTENANCE - Home Depot, park supplies	11/21/19	\$10.27	\$10.27	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
10/21/2019	10/21/19	PARK SUPPLIES & MAINTENANCE - Home Depot, park supplies	11/21/19	\$25.38	\$25.38	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
10/21/2019	10/21/19	PARK SUPPLIES & MAINTENANCE - Home Depot, park supplies	11/21/19	\$15.60	\$15.60	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
10/21/2019	10/21/19	PARK SUPPLIES & MAINTENANCE - Republic Services, trash pickup	11/21/19	\$365.81	\$365.81	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
10/21/2019	10/21/19	UTILITIES - FIRE STATION - Republic Services, trash pickup	11/21/19	\$165.26	\$165.26	01-4303	UTILITIES - FIRE STATI	\$7,000.00	\$5,440.87

**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
		10/21/2019	10/21/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Century Link	11/21/19	\$54.21	\$54.21	04-1328	SEWER MISCELLANEO	\$10,000.00	\$5,130.51
						\$2,494.82					
328	Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321	274036	10/31/19	PARK SUPPLIES & MAINTENANCE - Valley Merchant Police through Oct 2019	11/30/19	\$300.00	\$300.00	01-2302	PARK SUPPLIES & MAI	\$70,000.00	\$40,474.23
						\$300.00					
223	Wallace W. Lien, P.C., P.O. Box 5730, Salem, OR, 97304	10/25/19	10/25/19	LEGAL SERVICES, Wallace Lien, Planning Attorney through Oct 2019	11/25/19	\$810.00	\$810.00	01-1339	LEGAL SERVICES	\$170,000.00	\$94,991.00
						\$810.00					
786	Witherspoon Industries LLC, PO Box 1047, Lebanon, OR, 97355	3486	10/31/19	MATERIALS & SUPPLIES - Witherspoon Industries, janitorial supplies Oct 2019	11/30/19	\$321.14	\$321.14	01-1330	MATERIALS & SUPPLIE	\$15,000.00	\$11,230.68
3486		10/31/19		CONTRACTED SERVICES - Witherspoon Industries, janitorial work through Oct 2019	11/30/19	\$600.00	\$600.00	01-1332	CONTRACTED SERVIC	\$162,625.00	\$83,624.93
						\$921.14					
Total Bills To Pay:						\$36,866.90					



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: City Staff
DATE: November 7, 2019 for Council Meeting November 12, 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 draft Parks Master Plan was presented to the Parks Committee on November 5. The draft document has also been made available on the City website. The Parks Committee will spend the next several weeks reviewing the draft document and discuss at the next Parks Committee meeting, which will be scheduled for early December.

Land Use Development Code Update:

The Planning Commission completed their review of the latest draft at the work session on October 15. Staff have provided additional comments on the document. It is anticipated that the Planning Commission will be presented with the final draft document in December or January, then a public meeting will be scheduled to present/review the draft code document.

Streets:

The West Valley Estates project has completed paving work in Millersburg Drive. Striping is scheduled for late this week or next week.

City Hall Projects:

- **AV upgrades and council chamber dais** – Complete! Thank you for your continued patience as staff become accustomed to the new system.
- **Fiber** – Installation is complete, and the City should be up and running on the new system on Friday, 11/7.
- **Phones** – LS Networks Aspen UC product has been selected as our new VOIP phone system. The new system will provide additional phone lines and enhanced capabilities. The change to the new system will take

approximately 4-6 weeks. In addition to retaining the current City Hall phone number, staff will each have their own direct-dial numbers.

- **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.

Rates and SDCs Study:

The status of the water and sewer rates study is discussed under Old Business. Our consultant is moving forward with work on the water, sewer, and streets SDCs. We anticipate bringing preliminary findings to the Council in January 2020.

Oregon statutes require the following prior to Council public hearing to adopt new SDCs:

1. 90 day notice sent to "interested parties" (generally known developers and the Home Builder's Assoc.) with the date for the public hearing.
2. The methodology used to determine the SDCs has to be available 60 days prior to the public hearing.

Following Council review of initial findings in January, we will establish the adoption timeline consistent with Oregon SDC law which allows for incorporation of any Council feedback on preliminary options.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart (1/21 to 8/26)																											
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	390 days	Wed 1/2/19	Tue 6/30/20																														
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			Tue 4/30/19																														
23	?	Ergo evaluations			Tue 4/30/19																														
24	✓	PPE	1 day	Wed 1/2/19	Wed 1/2/19																														
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																																	
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	?	East Conference Room reorganization	260 days	Wed 1/2/19	Tue 12/31/19		Kevin,Kim																												
45	?	Upgrade phone system			Tue 12/31/19		Janelle,Kevin,Kim																												
46	✓	Broadband	1 day	Wed 1/2/19	Wed 1/2/19		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	282.25 day	Wed 1/2/19	Fri 1/31/20		John Morgan																												
52	?	Consider UGB expansion	434 days	Wed 1/2/19	Mon 8/31/20		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	196 days	Tue 7/2/19	Tue 3/31/20		Kevin,Janelle																												
56	?	Engineering standards	215 days	Mon 2/4/19	Fri 11/29/19		Janelle																												

Project: Task List
Date: Wed 11/6/19

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

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart (1/21 to 8/26)																											
57	✓	Connection Fees/Reimbursement Agreement	115 days	Wed 1/2/19	Tue 6/11/19		Janelle,Jeff	[Gantt bar from 1/21 to 6/11/19]																											
58	?							[Gantt bar from 1/21 to 6/11/19]																											
59	?	Economic Development	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
60	?	Consider business license						[Gantt bar from 1/21 to 12/31/19]																											
61	?	Access to City property west of tracks						[Gantt bar from 1/21 to 12/31/19]																											
62	?	Consider fuel tax						[Gantt bar from 1/21 to 12/31/19]																											
63	?	Consider transient room tax						[Gantt bar from 1/21 to 12/31/19]																											
64	?	Wetland delineation for city owned property	294 days	Mon 3/18/19	Thu 4/30/20			[Gantt bar from 3/18/19 to 4/30/20]																											
65	?							[Gantt bar from 3/18/19 to 4/30/20]																											
66	?	Fire Station Permanent	247 days	Mon 1/21/19	Tue 12/31/19			[Gantt bar from 1/21/19 to 12/31/19]																											
67	✓	Select Site	115 days	Mon 1/21/19	Fri 6/28/19		Kevin,Janelle	[Gantt bar from 1/21/19 to 6/28/19]																											
68	?	RFQ to Select Designer	130 days	Mon 6/3/19	Fri 11/29/19		Kevin,Janelle	[Gantt bar from 6/3/19 to 11/29/19]																											
69	?	Select Design Firm	135 days	Mon 7/29/19	Fri 1/31/20		Kevin,Janelle	[Gantt bar from 7/29/19 to 1/31/20]																											
70	?	Preliminary Design	90 days	Thu 1/2/20	Wed 5/6/20		Kevin,Janelle	[Gantt bar from 1/2/20 to 5/6/20]																											
71	?							[Gantt bar from 1/2/20 to 5/6/20]																											
72	?	Parks	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
73	✓	Review reservation fees	128 days	Wed 1/2/19	Fri 6/28/19		Jake	[Gantt bar from 1/21 to 6/28/19]																											
74	✓	Park safety inspection checklist	63 days	Wed 1/2/19	Fri 3/29/19		Janelle,Sean	[Gantt bar from 1/21 to 3/29/19]																											
75	?	Parks Master Plan	283 days	Wed 1/2/19	Fri 1/31/20		Janelle	[Gantt bar from 1/21 to 1/31/20]																											
76	✓	Parks Maintenance Plan	63 days	Wed 1/2/19	Fri 3/29/19		Janelle	[Gantt bar from 1/21 to 3/29/19]																											
77	?	Remote control of irrigation system						[Gantt bar from 1/21 to 12/31/19]																											
78	?							[Gantt bar from 1/21 to 12/31/19]																											
79	?	Utilities	260 days	Wed 1/2/19	Tue 12/31/19		Kevin,Janelle,consultant	[Gantt bar from 1/21 to 12/31/19]																											
80	✓	New utility billing and GL system selection	1 day	Fri 6/28/19	Fri 6/28/19		Kim	[Gantt bar at 6/28/19]																											
81	?	Rates	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
82	?	Water	325 days	Wed 1/2/19	Tue 3/31/20			[Gantt bar from 1/21 to 3/31/20]																											
83	?	Sewer	325 days	Wed 1/2/19	Tue 3/31/20			[Gantt bar from 1/21 to 3/31/20]																											
84	?	Stormwater	347 days	Mon 3/4/19	Tue 6/30/20			[Gantt bar from 3/4/19 to 6/30/20]																											
85	?	SDCs	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
86	?	Water	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
87	?	Sewer	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
88	?	Streets	238 days	Fri 2/1/19	Tue 12/31/19			[Gantt bar from 2/1/19 to 12/31/19]																											
89	?	Stormwater	261 days	Fri 2/1/19	Fri 1/31/20			[Gantt bar from 2/1/19 to 1/31/20]																											
90	?	Parks	105 days	Mon 9/9/19	Fri 1/31/20			[Gantt bar from 9/9/19 to 1/31/20]																											
91	?							[Gantt bar from 9/9/19 to 1/31/20]																											
92	?	Stormwater	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
93	✓	Complete Stormwater Master Plan	15 days	Wed 1/2/19	Tue 1/22/19			[Gantt bar from 1/21 to 1/22/19]																											
94	✓	TMDL matrix revision	51 days	Mon 1/21/19	Mon 4/1/19			[Gantt bar from 1/21 to 4/1/19]																											
95	?	Stormwater/drainage flyer	215 days	Mon 2/4/19	Fri 11/29/19		Janelle	[Gantt bar from 2/4/19 to 11/29/19]																											
96	?	Crooks Creek north trib project	433 days	Mon 2/4/19	Wed 9/30/20			[Gantt bar from 2/4/19 to 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	[Gantt bar from 1/21 to 11/29/19]																											
98	?	Have Millersburg storm drain facilities added to Albany GIS system	260 days	Wed 1/2/19	Tue 12/31/19		Janelle	[Gantt bar from 1/21 to 12/31/19]																											
99	?	Erosion Control Permit Program	237 days	Mon 2/4/19	Tue 12/31/19		Janelle	[Gantt bar from 2/4/19 to 12/31/19]																											
100	?	Develop inspection and maintenance program	237 days	Mon 2/4/19	Tue 12/31/19		Janelle	[Gantt bar from 2/4/19 to 12/31/19]																											
101	?							[Gantt bar from 2/4/19 to 12/31/19]																											
102	?	Water	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
103	?	Evaluate DRC contract	131 days	Mon 3/2/20	Mon 8/31/20		Janelle	[Gantt bar from 3/2/20 to 8/31/20]																											
104	?	Water master plan - submit finance component	260 days	Wed 1/2/19	Tue 12/31/19		Janelle	[Gantt bar from 1/21 to 12/31/19]																											
105	?	Annual water audit	257 days	Mon 1/7/19	Tue 12/31/19		Janelle,Kim	[Gantt bar from 1/7/19 to 12/31/19]																											
106	?	OHA requirements tracking	260 days	Wed 1/2/19	Tue 12/31/19		Janelle	[Gantt bar from 1/21 to 12/31/19]																											
107	?							[Gantt bar from 1/21 to 12/31/19]																											
108	?	Sewer	260 days	Wed 1/2/19	Tue 12/31/19			[Gantt bar from 1/21 to 12/31/19]																											
109	✓	Manhole grouting	18 days	Wed 1/2/19	Fri 1/25/19		Janelle	[Gantt bar from 1/21 to 1/25/19]																											
110	✓	Finish lift station project	128 days	Wed 1/2/19	Fri 6/28/19		Janelle	[Gantt bar from 1/21 to 6/28/19]																											
111	?	Evaluate flow monitoring contract	131 days	Mon 3/2/20	Mon 8/31/20		Janelle	[Gantt bar from 3/2/20 to 8/31/20]																											
112	?	Reuse water study	260 days	Wed 1/2/19	Tue 12/31/19		Janelle,Kevin	[Gantt bar from 1/21 to 12/31/19]																											

Project: Task List
Date: Wed 11/6/19

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

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names	1/21 1/28 2/4 2/11 2/18 2/25 3/4 3/11 3/18 3/25 4/1 4/8 4/15 4/22 4/29 5/6 5/13 5/20 5/27 6/3 6/10 6/17 6/24 7/1 7/8 7/15 7/22 7/29 8/5 8/12 8/19 8/26																											
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	327 days	Mon 4/1/19	Tue 6/30/20		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	270 days	Wed 1/2/19	Tue 1/14/20		Kevin, Forrest																												
129	✓	Update maintenance job descriptions	151 days	Wed 1/2/19	Wed 7/31/19		Janelle																												

Project: Task List
Date: Wed 11/6/19

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

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 November, 2019.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: November 7, 2019 for the November 12, 2019 City Council Meeting
SUBJECT: Water and Sewer Rates Study

Action Requested:

Review of information, feedback on path forward, and consideration of sewer rate increase.

Discussion:

Millersburg's water and sewer rates study is nearing completion. As an outcome of the study, both rate structure changes and rate increases are recommended for each utility.

The financial plan presented in previous work sessions outlines a path to insure utility revenues are sufficient to cover expenditures over the next five to ten years. The timeline presented in the financial plan is intended to implement the rate structure changes beginning before July 2020, followed by rate increases (4% for water and 7.5% for sewer) over subsequent years.

Over the past few months, the timeline to implement a rate structure change has been reconsidered. It is now recommended that no rate structure changes take place during the initial implementation period of the new utility billing system (anticipated in April 2020). It is also recommended that a new rate structure not be implemented during the peak water use season (summer). If these modified recommendations are followed, the rate structure changes would take place in fall or winter of 2020-21 at the earliest.

Path to implementation of water and sewer rate changes

Following is a series of steps and approximate timeline to complete the study and implement the changes:

- Over the next three months – staff reach out to large industrial water use customers to further refine sewer rate model based on actual water usage and return of wastewater to system; verify sewer rate model is accurate for these customers.
- February 2020 – Complete draft plan/report with recommended water and sewer rate changes and present to Council.
- March 2020 – public outreach via town hall or open house (*Optional - Recommended*).
- April 2020 – Public hearing (required if implementing new fees – structure change or rate increase).
- June 2020 – Adoption of plan with or without implementing resolution (Options 1 and 2 below).

There are two options for moving from adoption of the plan to implementation of the changes.

Option 1: The plan can be adopted without implementation at the time of the adoption. If adopted without implementation, only the plan itself is adopted as the guide for how the City will move forward, and no actual changes to the rates will have been authorized. A public hearing is *not* required prior to adoption of the plan itself. This means that although the Council adopts the plan, there will be subsequent public hearings prior to adopting resolutions to implement the changes at a later date.

Option 2: The plan can be adopted along with a resolution implementing the rate structure changes and increases with an associated timeline. At a minimum, Option 2 requires a public hearing prior to adoption of the resolution.

Sewer Fund

If changes to the sewer utility rates are deferred this additional year, revenues in the sewer fund will continue to fall behind. This could be mitigated by adopting the first recommended increase in the current sewer rates in the winter of 2019-20 instead of waiting until after the rate structure change is implemented. This would require a public hearing prior to adoption of a resolution implementing the increase. The public hearing could take place as early as December with adoption in January 2020.

Budget Impact:

Implementation of water and sewer rate changes is necessary to fund operation of these utilities and build reserves for future capital projects. An increase in the sewer rates in the next few months will help fund operational costs as well as upcoming required projects.

Recommendation:

Staff recommends Council determine whether they want to move forward with Option 1 or Option 2 for implementation of the Rate Study, what type of public outreach to conduct, and adoption of a sewer rate increase prior to implementation of the overall plan.



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: November 7, 2019 for the November 12, 2019 City Council Meeting
SUBJECT: 2020 Small City Allotments Program Award

Action Requested:

Approval to accept the 2020 Small City Allotments Program Award in the amount of \$91,000 for the Wood Road Repair and Overlay project.

Discussion:

In July of 2019 the City of Millersburg applied for funding under the 2020 Small City Allotments Program for the Woods Road Repair and Overlay project. The scope of the project is to repair areas of failed pavement, overlay Woods Road with 3 inches of new asphalt concrete from Alexander Lane to Sonora Drive, and construct gravel shoulders. On October 30, 2019, Millersburg was notified that this project was one of 53 selected to be funded.

Acceptance of this grant does not require matching funds, however any project costs in excess of the awarded amount will be the responsibility of the City. This project was included in the Millersburg 2019-2023 Capital Improvements Program for an estimated construction cost of \$88,000 in 2019.

Budget Impact:

Acceptance of this funding will reduce expenditures of City street funds for this project in the amount of \$91,000.00.

Recommendation:

Staff recommends Council acceptance of the awarded funding and authorization for the City Manager to sign the Grant Agreement with the Oregon Department of Transportation, when requested by ODOT.

Attachment(s):

- 2020 Small City Allotments Program Awards Announcement Letter
- Universal Grant Agreement (Template)
- 2020 Small City Allotment Awards by City



Oregon

Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

City of Millersburg
4222 Old Salem Road NE
Albany, OR 97321

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : WOODS ROAD - IMPROVEMENTS

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$91,000.00

Per the information provided in the application we have generated the following project description that will be inserted into the Agreement. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email preferred), addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore only minor changes will be considered.

Project Description:

Project will grind and overlay Woods Road from Alexander Lane to Sonora Drive; shoulder gravel will be applied as needed within the project boundaries.

Your application *did not* indicate that your project will come into contact with a State Highway. If upon review you find that any portion of the project will touch a State Highway it is your responsibility to notify us immediately as additional obligations specific to ADA may be required; please refer to attachment.

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us . Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM

Project Name

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and Recipient Name, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$**INSERT AMOUNT**. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$**INSERT AMOUNT** (the “Grant Funds”).
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 10(d).
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

- i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A)** reasonable, necessary and directly used for the Project;
 - (B)** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - (C)** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- ii.** Eligible Costs do NOT include:
 - (A)** operating and working capital or operating expenditures charged to the Project by Recipient;
 - (B)** loans or grants to be made to third parties;
 - (C)** any expenditures incurred before the Effective Date or after the Availability Termination Date;
 - (D)** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
 - (E)** right of way costs; or
 - (F)** costs to adjust, reconstruct or relocate utilities.

c. Project Change Procedures.

- i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT project liaison. The request for change must be submitted before the change occurs.

- ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process.

- a.** ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting invoices to ODOT for reimbursement. Receipt of the final invoice by ODOT will trigger the need for ODOT's final on-site review of the Project.

- b. On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds.
 - c. Each reimbursement request shall be submitted on letterhead and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
 - d. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days after the completion could result in non-payment.
 - f. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
- 6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or

supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of seven (7) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
 - iv. If the Project work is on or along a state highway, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s),

- contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:

- i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are

at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

b. Contribution.

- i.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii.** With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii.** With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No.

ODOT/Recipient
Agreement No.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on **[INSERT MONTH, DAY, YEAR]** by the Program Implementation and Analysis Manager.

Recipient, by and through its elected officials

STATE OF OREGON, by and through its

Department of Transportation

By _____
(Legally designated representative)

By _____
Program Implementation and Analysis Unit Manager

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Name _____
(printed)

By _____
Small City Allotment Program Manager

Date _____

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____

By _____
Recipient's Legal Counsel

State Traffic-Roadway Engineer

Date _____

Date _____

Recipient Contact:

Name/Title
Address
Phone
Email

SCA Program Manager:

Alan Thompson
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-7202
Alan.L.Thompson@odot.state.or.us

ODOT/Recipient
Agreement No.

EXHIBIT A

Project Description

Agreement No.

Project Name:

A. PROJECT DESCRIPTION

Example:

Project consists of paving, sidewalk, ADA, and drainage on US 101 from approximately Avenue A to Avenue F.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section VI.

(Insert name of street(s)) (is or are) part of the city street system under the jurisdiction and control of Recipient.

EXHIBIT B

Recipient Requirements

- I.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- II.** Recipient is responsible for all Project costs in excess of the Grant Funds.
- III.** Recipient and the ODOT project liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT project liaison may recommend acceptance of Project by providing written documentation affirming that the Project is complete and requesting final payment from ODOT's SCA Program Manager.
- IV.** Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration or termination of this Agreement.
- V.** Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- VI. Americans with Disabilities Act Compliance**
 - a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i.** Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.

- ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - iii. Recipient shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
 - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section VI shall survive termination of this Agreement.

VII. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.

ODOT/Recipient
Agreement No.

- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Permitting Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

EXHIBIT C Subagreement Insurance Requirements

GENERAL.

If project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

ODOT/Recipient
Agreement No.

and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

iv. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

v. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vi. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

vii. CERTIFICATE(S) OF INSURANCE.

ODOT/Recipient
Agreement No.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

2020 Small City Allotment Awards by City

City	Award
Region 1	
Cascade Locks	100,000
Estacada	100,000
King City	100,000
North Plains	100,000
Total	400,000
Region 2	
Amity	100,000
Carlton	100,000
Detroit	100,000
Donald	100,000
Dundee	100,000
Falls City	100,000
Harrisburg	100,000
Hubbard	100,000
Idanha	100,000
Jefferson	100,000
Lowell	100,000
Millersburg	91,000
Monroe	100,000
Rainier	100,000
Rockaway Beach	100,000
Tillamook	100,000
Toledo	100,000
Vernonia	100,000
Wheeler	94,406
Willamina	100,000
Yachats	100,000
Total	2,085,406
Region 3	
Bandon	100,000
Coquille	100,000
Gold Beach	100,000
Gold Hill	69,400
Lakeside	100,000
Myrtle Creek	100,000
Port Orford	100,000
Rogue River	100,000
Shady Cove	78,647
Total	848,047
Region 4	
Condon	100,000

Culver	100,000
La Pine	100,000
Moro	100,000
Paisley	100,000
Wasco	100,000
Total	600,000
Region 5	
Echo	100,000
Elgin	92,128
Haines	100,000
Heppner	65,000
Hines	100,000
Huntington	100,000
Irrigon	100,000
Joseph	100,000
Nyssa	100,000
Pilot Rock	100,000
Seneca	100,000
Vale	100,000
Wallowa	100,000
Region 5 Total	1,257,128
2020 Program Total	5,190,581



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: October 22, for the November 12, 2019 City Council Meeting
SUBJECT: Modification of Land Use Development Fees

Action Requested: Consideration for adoption of a modification to the land use development fees.

Discussion: On July 9, 2019, Council adopted Resolution 2019-17 updating our land use development fees. Subsequent to adoption staff would request Council consideration of an amendment to the fee schedule for the inclusion of an additional fee for a Site Plan Review Modification.

This fee would provide for the modification of land use decisions that staff have determined would not require the time associated with a full staff review associated with a Site Plan Review involving a minor modification. Should the review require more than the five hours of staff time included in the base fee, the additional fee requirement provisions would capture the additional time required. Should staff make a determination that a Site Plan Review Modification would require more than the five hours associated with a modification the full Site Review Plan fees would be require for the project.

Budget Impact:
Passage of the proposed fee update would ensure the City is not recovering costs greater than what is estimated for the land use development review request.

Recommendation:
Council adoption of the proposed Resolution 2019-20 amending Resolution 2019-17.

Attachment(s):

- Resolution 2019-20

RESOLUTION NO. 2019-20

RESOLUTION AMENDING RESOLUTION 2019-17 BY ADDING A FEE FOR SITE DESIGN REVIEW MODIFICATION FOR PROCESSING LAND USE APPLICATIONS WITHIN THE CITY OF MILLERSBURG

WHEREAS, the City Council of the City of Millersburg adopted fees for processing land use applications within the City of Millersburg under Resolution 2019-17; and,

WHEREAS, there is not a fee for a Site Design Review Modification; and,

WHEREAS, staff and Council believe it is necessary and prudent to establish a fee for a Site Design Review Modification;

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

Resolution 2019-17 is amended by establishing a fee for a Site Design Review Modification as set out in the table below.

Type of Application	Base Fee	Additional Fee
Property Line Adjustment	\$310 non-refundable fee. Base fee includes all staff time and two hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Variance – Single Family Home	\$500 non-refundable fee. Base fee includes all staff time and five hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Variance	\$1,010 non-refundable fee. Base fee includes all staff time and 10 hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Partition	\$1,270 non-refundable fee. Base fee includes all staff time and 12 hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.

Conditional Use – Single Family Home	\$690 non-refundable fee. Base fee includes all staff time and six hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Conditional Use	\$1,380 non-refundable fee. Base fee includes all staff time and 12 hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Site Design Review	\$1,725 non-refundable fee. Base fee includes all staff time and 15 hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Site Design Review Modification	\$575 non-refundable fee. Base fee includes all staff time and five hours planning consultant.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Subdivision/PUD/Manufactured Home Parks	\$3,355 non-refundable fee. Base fee includes all staff time and 15 hours planning consultant, one hour attorney, and two hours consulting engineer.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Zone Change	\$2,995 non-refundable fee. Base fee includes all staff time and 15 hours planning consultant and one hour attorney.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Comprehensive Plan Amendment (text or map)	\$3,555 non-refundable fee. Base fee includes all staff time and 15 hours planning consultant and two hours attorney, and two hours consulting engineer.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
Vacation of public ROW or lands	\$1,995 non-refundable fee. Base fee includes all staff time and five hours planning consultant and one hour attorney and one hour consulting engineer.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.

Annexation	\$2,710 non-refundable fee. Base fee includes all staff time and five hours planning consultant and one hour attorney and one hour consulting engineer.	PLUS actual costs for planning consultant, attorney, or consulting engineer not covered by the base fee.
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EFFECTIVE DATE: THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS APPROVAL AND ADOPTION.

DULY PASSED BY THE CITY COUNCIL THIS 12TH DAY OF NOVEMBER, 2019.

Jim Lepin,
Mayor

ATTEST:

Kimberly Wollenburg,
City Recorder



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: November 7, 2019 for the November 12 2019 City Council Meeting
SUBJECT: ADS Flow Monitoring Contract Amendment 13

Action Requested:

Approval to sign an Amendment 13 to the Agreement with ADS Environmental Services, to provide Millersburg with sewer flow monitoring services.

Discussion:

The City of Millersburg is required to provide flow monitoring information to the City of Albany for sanitary sewer discharge to the wastewater treatment plant. This information is used to calculate Millersburg's quarterly charges for wastewater treatment. In addition, flow monitoring is also performed to track wastewater discharge from major industries.

In December of 2001, the City of Millersburg entered into contract with ADS for flow monitoring service for a period of two years. Subsequent amendments have extended the contract for additional two year periods. The last amendment (Amendment 12) expired on October 31, 2019.

Staff is requesting Council approval to continue the agreement with ADS for an additional two-year period through Amendment 13. This Amendment (attached) represents an increase of 16% in the two-year contract value from the previous amendment. One reason for the magnitude of the increase in this amendment is that the prior amendment (Amendment 12) did not include an increase. Our low volume of work and long travel distance necessitates this increase to cover ADS' cost of continuing to provide this service. A portion of these costs is charged to two industrial customers which have monitored wastewater discharge.

The cost associated with approval of Amendment 13 will result in a new monthly base fee for services of to \$1,343.83 compared to our current \$1,154.33 monthly rate.

Budget Impact:

Total annual increase of the base monthly fee for service is \$2,274.00.

Recommendation:

Staff recommends Council approval of and authorization for the City Manager to sign Amendment 13 to the Agreement for Technical Services with ADS Environmental Services.

Attachment(s):

- Amendment No 13

AMENDMENT NO 13

THIS AMENDMENT NO 13 (“Amendment 13”) is made and entered into this ____ day of _____, 20__ by and between the City of Millersburg, Oregon, (“Owner”), and ADS Environmental Services, a division of ADS LLC (“ADS”). Collectively, Owner and ADS are sometimes referred to as the “Parties”.

WHEREAS, on December 18, 2001, the Parties entered into an Agreement for Technical Services (“Agreement”); and

WHEREAS, on January 1, 2003 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 1”); and

WHEREAS, on January 23, 2004 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 2”); and

WHEREAS, on January 27, 2005 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 3”); and

WHEREAS, on August 16, 2006 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 4”); and

WHEREAS, on October 1, 2006 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 5”); and

WHEREAS, on February 7, 2008 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 6”); and

WHEREAS, on February 8, 2008 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 7”); and

WHEREAS, on December 30, 2009 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 8”); and

WHEREAS, on February 14, 2011 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 9”); and

WHEREAS, on January 22, 2013 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 10”); and

WHEREAS, on July 30th, 2015 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 11”); and

WHEREAS, on October 31, 2017 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 12”); and

WHEREAS, the Parties desire to amend the duration, compensation, and terms and conditions of the Agreement, as amended, in this Amendment 13, and all other terms of the Agreement, as amended, shall control unless modified herein; and

WHEREAS, this Amendment 13 shall become effective on November 1st, 2019 and shall remain in effect until October 31st, 2021 unless terminated according to the provisions of the Agreement, as amended.

NOW THEREFORE, the Parties agree to modify the Agreement, as amended, as follows:

1.0 Modify the Agreement to include a new Exhibit C, ADS’s Compensation, as attached hereto.

IN WITNESS WHEREOF, ADS and Owner executed this Amendment No. 13 to the Agreement, as amended, as of the date first above written.

FOR OWNER:

BY: _____

NAME: _____

TITLE: _____

FOR ADS:

BY: _____

NAME: _____

TITLE: _____

Exhibit C

ADS'S COMPENSATION

Article 4 of the Agreement is amended and supplemented to include the following agreement of the Parties:

Item	Task / Description	Units	Unit Costs	2 Year Cost
1	ADS Weekly Meter Check <ul style="list-style-type: none"> • MI01, MI02, MI_05 weekly online check of flow meter • ADS will notify Millersburg/Ch2MHill of any issues, ADS will describe problem, recommend actions required to remedy problem. 	3 sites/month	\$ 196.00	\$ 4,704.00
2	ADS Data Analysis and Reporting Services <ul style="list-style-type: none"> • MI_05 monthly data analysis and reporting 	1 site/month	\$ 288.00	\$ 6,912.00
3	ADS Data Analysis and Reporting Services <ul style="list-style-type: none"> • MI_01, MI_02 Bi-Annual data analysis and reporting 	2 sites/bi-annual	\$ 834.00	\$ 3,336.00
4	ADS Bi-Annual Maintenance Services <ul style="list-style-type: none"> • Sites MI_01, MI_02, , MI_05, • Two (2) man confined space technicians • Flow Meter Maintenance / Site Confirmations • Sensor cleaning • Battery replacement • Cellular Capabilities, includes AT&T SIM charges <ul style="list-style-type: none"> • Travel time and expenses included • If meter fails within 30 days of last bi-annual service visit ADS will waive travel/hourly costs. Excludes probe fowling or silting issues. 	bi-annual	\$ 4,325.00	\$ 17,300.00
5	ADS Non Scheduled Maintenance <ul style="list-style-type: none"> • Two (2) man crew • See Standard ADS Labor Rates • Millersburg/Ch2Mhill to authorize before mobilization 	hourly	n/a	n/a

Monthly Fees, Excluding Equipment Purchase and Installation: \$ 1,343.83

2 Year Contract Value: \$ 32,252.00

ADS Hourly Labor Rates:

Position	Initials	Rate
Field Manager	FM	\$165.00
Data Analyst	DA	\$148.00
Engineer/PM	PE/PM	\$193.00
Field Crew-2 Person	FC	\$385.00
Electronic Tech	ET	\$144.00

Pricing assumptions:

- Existing sewers are accessible and clean enough for proper monitor installations and operation. In the situation where existing sewers are not accessible, either by restrictive physical conditions or right-of-way restrictions, the Owner will be responsible for providing access to the restricted portion of the system.
- Traffic control required during the installation, removal and maintenance of flow monitors will be limited to simple signage and delineators (maximum of 3 signs and 18 cones). Any additional traffic control above a standard two-man field crew will be the responsibility of the Owner, or ADS can provide at additional cost.
- Applicable taxes are not included and will be invoiced separately.
- All necessary permits will be obtained and paid for by Owner.



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: November 4, 2019, for the November 12, 2019 City Council Meeting
SUBJECT: Contract with Pac/West Communications for Business and Economic Development Services

Action Requested:

Approval to enter into the attached Memorandum of Understanding (MOU) with Pac/West Communications to provide economic development services, including industrial and business development services and lobbying services, to the City of Millersburg.

Discussion:

Staff and Council have reviewed a proposal from Pac/West to provide business and economic development services to the City. The services would promote, manage and market the City's industrial property, and will provide professional business development services to those looking to start a business in Millersburg and assist those businesses currently operating in Millersburg.

The scope of work associated with the MOU is detailed in the Pac/West proposal attached. Additionally, Pac/West will be registered as a lobbyist for the City for matters requiring that necessity. The agreement provides the ability for either party to withdraw from the agreement with 30 days' notice.

Budget Impact:

The City previously contracted for the services of Greg Smith through LEDG to provide economic development to the City of Millersburg. The City has negotiated for business and economic development services through Pac/West for \$3,500.00 per month with the potential for additional expenditure of funds for travel, printing, or similar miscellaneous expenses if required, but not to exceed \$250 monthly.

Recommendation: Council authorization for the City Manager to sign the attached MOU with Pac/West for business and economic development services.

Attachment(s):

- Pac/West Proposal
- MOU with Pac/West

An aerial photograph of a suburban neighborhood. In the foreground, there is a large green lawn with a paved path, a playground with a red structure, and a long, low building with a brown roof. To the left, there is a tennis court. The middle ground shows a dense residential area with many houses and trees. In the background, there are rolling green hills under a cloudy sky.

PAC/WEST

CITY OF MILLERSBURG PROPOSAL
Business & Economic Development Services

TABLE OF CONTENTS

Table of Contents.....2
Cover Letter3
About Pac/West.....4
Scope of Work5
Proposed Project Team.....7
Proposed Budget.....9
Contact Information9

COVER LETTER



Pac/West is pleased to present this proposal to the City of Millersburg for economic and industrial development services. We believe Pac/West is exceptionally qualified to deliver personalized results that bolster the city's industrial lands and supports entrepreneurship.

By way of background, my wife, Nancy, and I began Pac/West after I served 14 years in the Oregon State Legislature, where I was Assistant Majority Leader and chaired the Revenue and School Finance Committee. In addition to my time in the legislature, my professional experience includes serving as the Assistant Director of Corporate Affairs and Director of Community Affairs for Nike, Assistant to Governor Vic Atiyeh, President of the Tualatin Valley Economic Development Corporation, and more. Nancy has a master's degree in teaching and 15 years of experience in the classroom teaching communication skills. Together we have grown the Pac/West firm from four professionals to 27, based out of Wilsonville, Denver, and Hermiston.

We have decades of public affairs, campaign, and strategic communications and marketing experience in navigating and influencing public opinion on complex issues. This experience and success have been on matters related to education, economic development, transportation, natural resource management, agriculture, water, land use, tax policy, to name a few. Our clients include Fortune 500 companies, associations, government entities, nonprofits, universities, school districts, small businesses, and more.

Our team of professionals is uniquely familiar with the industrial properties and discussions the City of Millersburg has held around growing the economic and industrial base of the community. Pac/West is prepared to begin work immediately. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Paul Phillips". The signature is fluid and cursive.

Paul Phillips, President/Co-Owner
Pac/West Communications

ABOUT PAC/WEST

People often ask us, what do you do at Pac/West? Simply put, we influence decisions and create winning results for our clients. Pac/West represents a diverse mix of clients from government, nonprofit organizations, corporations, associations, and individuals. They are as diverse as the experience of our staff. How we help our clients depends on the unique challenges they face. Influencing decisions requires a deliberate, strategic solution rather than a cookie-cutter formula. Our approach is to ensure our client's messages cut through the clutter and arrive at the intended audiences at the right time.

Whether it is changing social behavior, advocating an issue, or developing and marketing communities, the Pac/West approach tailors to the individual needs of our clients. One client might need us to organize public meetings and talking points. Another client might need a whole new image complete with the development of creative web and print communication tools, brochures, and marketing materials.

We offer our clients a vast range of expertise to cover their needs, including government affairs, coalition building, media relations, strategic communications and marketing, small business consulting, project management, and crisis management. Regardless of the tools and the tactics, what we do is based on research and a specific strategy.

THE PAC/WEST PROCESS

 **1. WHAT**
do we need to do

 **2. WHY**
we need to do it

 **3. WHERE**
we're going to do it

 **4. WHAT**
form will it take

and last, but not least

DID WE DO IT?

SCOPE OF WORK

Pac/West understands that the City of Millersburg is looking for business and economic development services. These services should help promote, develop, manage, and market the city's industrial grounds owned by the city, known at the Mid-Willamette Valley Industrial Park at Millersburg. These services should also include professional business development services for Millersburg residents looking to start a business or who are already in business. Services should include:



Industrial Development Services

- Development of a strategic plan outlining the goals of the industrial park. This should include bringing industrial lands up to "decision-ready" or "certified" levels
- Develop and manage, in coordination with city administration, the overall budget, expenditures, objectives, and milestones for industrial park development
- Identify financial resources for industrial park development
- Assist in securing budgetary resources available through the state and federal government, or grants for the development of the industrial park
- Prepare scope of work and management, and contracting process of professional and consultant services to assist in planning and development efforts
- Ensure established project timelines and milestones are met
- Host informational meetings about industrial park development
- Participate, present, or support committees, task forces, community meetings, or other public agency meetings as necessary
- Promote industrial properties and assets through the development of promotional materials for trades shows and events
- Manage inquiries and responses regarding industrial properties, including state business leads
- Work with the city council and potential industrial park tenants to development agreements, lease rates, and more
- Provide professional analysis and advice to the city on issues related to the short- and long-term viability of the industrial park and associated agreements

- Provide any lobby or government affairs efforts for grant or funding applications through state agencies
- Provide any lobby or government affairs efforts related to state regulatory issues or assistance needed
- Coordinate with the Mid-Willamette Valley Intermodal Center project
- Other duties as assigned by the City of Millersburg



Business Development Services

- Provide counseling that includes feasibility, financial, regulatory, and operational guidance and technical assistance on the various aspects of starting and expanding a successful small business including, but not limited to:
 - Analyzing the specific business;
 - Guidance in the development of business plans and financials packages;
 - Calculating and interpreting historical and projected financial ratios;
 - Helping prepare pro forma, cash flow, and financial statements;
 - Troubleshooting to identify problems and areas for improvements;
 - Guidance in loan packaging to start-up and existing businesses;
- Provide at least one quarterly small business class at City Hall for interested individuals covering subjects related to entrepreneurship.



Creative & Marketing Services

- Provide on-call marketing and communications services to the city as needed. This includes drafting of press releases and op-eds, marketing brochures, website content, annual community reports, and brochures.



Reporting

- Bi-weekly reports will be submitted to city leadership or city administration.
- At least quarterly, a presentation will be made in person to the city council or city administration.

PROPOSED PROJECT TEAM



Greg Smith
Of Counsel/Small Business Consultant

Greg is a valuable member of the Pac/West team. He is one of Oregon's premier economic and business development specialist with a background rooted in industrial and commercial finance. He has assisted in the growth and management of multiple communities and regional revolving loan funds through Oregon. Smith also provides one-on-one small business consulting to help those looking to start, expand, or restructure a business. In addition, Smith's skills include successful project management. Through his professional career, he has assisted and consulted on both public and private sector developments ranging from approximately \$100,000 to more than \$200 million. He has served as an economic development specialist for Amber Energy's Morrow Pacific Project, Tidewater Barge Lines, and Lamb Weston.



Phil Scheuers
Account Manager/Lobbyist

Phil has spent the last decade as Representative Greg Smith's right-hand in the state legislature, where he focused much of his time on the ways and means and capital construction processes. Phil also served as Vice President of Smith's private economic development firm and has significant experience in economic development programs, business incentives, industrial land development, and more. Phil excels at assisting in the execution of strategic plans to ensure projects are organized and on schedule. He maintains strong relationships with regional and state partners.



Daniel Wattenburger
Communications Specialist

Daniel has spent 13 years at the East Oregonians and more than a decade of that time as an editor before coming to Pac/West in 2019. He led the newspaper's coverage of issues ranging from agriculture and natural resources to education to economics to public safety, providing daily editorial oversight and editorial commentary. His editorials, columns, and design work have earned individual recognition from the Oregon Newspaper Publisher's Association and he led the newsroom to five consecutive General Excellence Awards for reporting and presentation.



Ryan Tribbett
Senior Vice President of Government Affairs

There is also a time where communities need to interface with state agencies or elected officials. Ryan Tribbett is one of our lead lobbyists in Salem. He has worked extensively with association management and consulted on many campaigns at both state and local levels. Since going Pac/West, Ryan has focused on union construction issues for both labor and management. Ryan's areas of expertise include, but are not limited to, Oregon's public contracting code, funding mechanisms for public works/capital construction, renewable energy incentives, and prevailing wage. He has helped guide the Legislature's discussions surrounding current and future infrastructure and development needs, including the Columbia River Crossing Projects, Connect Oregon, and LNG terminals. Before coming to Pac/West, he served as a Policy Advisor and Chief of Staff in the Oregon Senate. Ryan has also planned and implemented a series of issue-oriented town hall forums and statewide "Oregon Jobs" tours, which built a coalition of communities and elected leadership in support of the 2009 Jobs and Transportation Act, the largest and most environmentally friendly transportation investment package until the 2017 Keep Oregon Moving bill.

PROPOSED BUDGET

Pac/West is committed to complete transparency in our rates and billing. We serve public agencies and nonprofit organizations for whom accountability and budget transparency are critical. Pac/West uses a time-and-cost tracking system for every client, which allows us to provide a full accounting of our actives if needed.

Retainer

To perform the previously outlined scope of work, **Pac/West suggests a monthly retainer of \$4,000 per month**, totaling \$48,000 annually. The retainer covers administrative costs, labor, communication and message drafting, media relations, graphic design, project management, business consulting, and other associated tasks outlined in the scope of work. Hard costs (i.e., the printing of marketing materials, postage, etc.) will be billed separately with pre-approval from the client.

Expense Fund

We would also recommend an expense account of \$250 per month (\$3,000 annually) to be used for travel, printing, or similar miscellaneous expenses. Mileage reimbursement will be billed at the State of Oregon travel rate. This expense fund will only be charged if used and is not to exceed \$250 monthly.

CONTACT INFORMATION

We look forward to discussing this proposal with you. If you have any questions, please feel free to contact Phil Scheuers.

Phil Scheuers
Account Manager/Lobbyist
541-667-7150
scheuers@pacwestcom.com

PAC/WEST

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made as of the 31st day of October 2019, by and between the City of Millersburg (hereinafter "Client") and PT3, Inc., an Oregon corporation, dba Pac/West Communications (hereinafter "Pac/West").

CLIENT is in need of strategic communication services.

PAC/WEST is engaged in the economic development and public affairs services and will support the interest of the Client in these areas of expertise. Pac/West shall hold in strict confidence any information received from the Client or its agents and use this information only in connection with the services provided under this memorandum.

NOW, THEREFORE, the Client and Pac/West hereby agree as follows:

1. This memorandum of understanding shall be effective as November 1, 2019 and will continue until November 1, 2020 or until such time as Client provides Pac/West with a notice of termination. It is understood and agreed to by the parties that in the event the Client desire to terminate the services of Pac/West, Client shall notify Pac/West in writing a minimum of thirty (30) days prior to the effective date of termination of such services.

2. In consideration for the services to be performed by Pac/West, the Client agrees to pay Pac/West a monthly retainer of \$3,500 for professional services rendered by Pac/West from November 1, 2019 through November 1, 2020.

3. The Client agrees to comply with all reasonable requests of Pac/West necessary for Pac/West to assist the Client. In this regard, Pac/West shall operate as an independent contractor and shall not be treated as an employee of the Client for federal, state, or local tax purposes, or for any other purposes.

4. The parties hereby warrant that the persons executing this memorandum of understanding are authorized to obligate the respective parties to perform under this memorandum.

IN WITNESS WHEREOF, the parties hereto execute this memorandum.

PAC/WEST COMMUNICATIONS

By: 
Paul Phillips, President

Date: 11-5-19

CITY OF MILLERSBURG

By: _____
Kevin Kreitman, City Manager

Date: _____



TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: November 7, 2019 for the November 12, 2019 City Council Meeting
 SUBJECT: Surface Water Code

Action Requested:
 Review of attached Title 12, Surface Water Code.

Discussion:
 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. The proposed code language is modeled after Albany's surface water code, with modifications specific to Millersburg. Adoption of this code is necessary to 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. In order to implement Title 12 Surface Water Code, the following new requirements must also be in place:

<u>Proposed Code Section</u>	<u>Notes</u>	<u>New Requirements/ Implementation Plan</u>
Prohibited Discharges	Meets requirements of TMDL and MS4 minimum control measure 3, <i>Illicit Discharge Detection and Elimination</i> . Currently doing this through Private Construction/Permit Infrastructure permitting process.	Inspection, reporting, and enforcement tools.
Permits for Connection or Construction		Adoption of Engineering Standards.
Stormwater Utility	This section sets up the framework for a stormwater utility if Council decides to implement a stormwater fee in the future.	None at this time. Implementation requires adoption of a stormwater fee to provide funding for the stormwater utility.
Grading	This language matches the current grading permit. No additional work is needed to implement this section. Will require EPSC permit for site disturbances greater than 10,000 sf.	Already in place, nothing new to implement.
Erosion Prevention and Sediment Control (EPSC)	Meets requirements of TMDL and MS4 for minimum control measure 4, <i>Construction Site Runoff</i> .	Adoption of EPSC manual and permit.

<p>Post Construction Stormwater Quality</p> <p>Enforcement</p>	<p>Requires construction of stormwater quality features in addition to stormwater detention for new development. Meets requirements of TMDL and MS4 for minimum control measure 5, <i>Post-Construction Site Runoff for New Development and Redevelopment</i>. Implements requirements of both TMDL and MS4 for enforcement of stormwater requirements.</p>	<p>Adoption of Post Construction Stormwater Quality permit and Engineering Standards.</p> <p>None.</p>
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In addition, all of these elements will require staff time to implement and administer.

Adoption of the proposed Surface Water Code will give staff the ability to implement these program elements, with the exception of stormwater utility fees. If Council wishes to consider adoption of a stormwater utility fee, it is recommended that take place at a later date, along with consideration of adopting a stormwater SDC fee. Unless specifically requested by Council, the remaining program elements will not be brought to Council for approval prior to implementation.

Recommendation:

Provide direction to staff on whether Council is comfortable with presenting Surface Water Code for adoption at December Council meeting and with staff moving forward with implementing all required elements except a stormwater utility fee.

In addition, it is recommended that if Council intends to implement a stormwater SDC, consider amending the current SDC study contract with the Galardi Rothstein Group to include stormwater SDCs along with water, sewer, and streets.

Attachment(s):

- Title 12, Surface Water

Title 12 SURFACE WATER

Chapters:

12.01 GENERAL PROVISIONS

- [12.01.010](#) Intent and purpose.
- [12.01.020](#) Objectives.
- [12.01.030](#) Abbreviations.
- [12.01.040](#) Definitions.
- [12.01.050](#) Applicability.
- [12.01.060](#) Responsibility for administration.
- [12.01.070](#) Severability.
- [12.01.080](#) Ultimate responsibility of the discharger.
- [12.01.085](#) Relation to other laws.
- [12.01.090](#) Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

12.10 PROHIBITED DISCHARGES

- [12.10.010](#) Prohibited discharges.
- [12.10.050](#) Prohibition of illicit connections.
- [12.10.080](#) Watercourse protection.
- [12.10.090](#) Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.
- [12.10.100](#) Notification of spills.
- [12.10.120](#) Requirement to eliminate illegal discharges.
- [12.10.140](#) Requirement to eliminate illicit connections.
- [12.10.143](#) Requirement to remediate.
- [12.10.147](#) Requirement to monitor and analyze.
- [12.10.150](#) Suspension of access.
- [12.10.160](#) Damage to the stormwater system.
- [12.10.170](#) Right of entry – Inspection and sampling.

12.20 PERMITS FOR CONNECTION OR CONSTRUCTION

- [12.20.010](#) Permits required.
- [12.20.020](#) Approval of drawings.
- [12.20.030](#) Construction to conform to standards.
- [12.20.040](#) Inspection, approval of construction.
- [12.20.050](#) Connection to stormwater mains.
- [12.20.060](#) Extension of stormwater systems.
- [12.20.070](#) Tapping of manholes.

12.30 STORMWATER UTILITY

- [12.30.010](#) Stormwater utility.

- [12.30.020](#) Stormwater fund.
- [12.30.030](#) Adjustments, back-billing, and refunds.
- [12.30.040](#) System development charges.

12.35 GRADING

- [12.35.005](#) Grading – Relationship to floodplain.
- [12.35.010](#) Grading – When permits are required.
- [12.35.020](#) Grading – General provisions.
- [12.35.030](#) Grading – Permit procedure.
- [12.35.050](#) Grading – Approval standards.
- [12.35.090](#) Grading – Fees.
- [12.35.100](#) Removal of excavation, embankment or fill required when determined to be a hazard.

12.40 EROSION PREVENTION AND SEDIMENT CONTROL

- [12.40.010](#) EPSC manual.
- [12.40.020](#) Applicability of EPSC requirements.
- [12.40.030](#) Permit required.
- [12.40.031](#) Permit exemptions.
- [12.40.032](#) Application for a permit.
- [12.40.033](#) Permit transfer.
- [12.40.034](#) Permit duration.
- [12.40.040](#) EPSC plan required.
- [12.40.050](#) Commencement of land-disturbing activities restricted.
- [12.40.090](#) EPSC fees required.

12.45 POST-CONSTRUCTION STORMWATER QUALITY

- [12.45.010](#) Design and construction standards.
- [12.45.020](#) Applicability of post-construction stormwater quality requirements.
- [12.45.030](#) Permit required.
- [12.45.040](#) Permit exemptions.
- [12.45.050](#) Application for a permit.
- [12.45.060](#) Permit transfer.
- [12.45.070](#) Permit duration.
- [12.45.080](#) Post-construction stormwater quality plan required.
- [12.45.090](#) Relationship to Chapter [15.06](#) AMC private construction of public improvements.
- [12.45.100](#) Permit fees required.
- [12.45.110](#) Transfer of landscaping responsibility to City.
- [12.45.120](#) Authorization for private stormwater facilities operation and maintenance agreements.
- [12.45.130](#) Private stormwater facilities operation and maintenance agreements required.

- [12.45.140](#) Completion of construction.
- [12.45.150](#) Right of entry – Inspection and testing.
- [12.45.160](#) Continuing obligations of owners and entities using, occupying, or controlling subject property.
- [12.45.170](#) Unlawful conduct.

12.60 FLOODPLAIN PRESERVATION AND MANAGEMENT

(Reserved)

12.70 STREAM BUFFERS/RIPARIAN ZONE PROTECTION – OPEN WATERWAYS

(Reserved)

12.80 ENFORCEMENT

- [12.80.010](#) Violations.
- [12.80.015](#) Enforcement.
- [12.80.020](#) Notices deemed received.
- [12.80.025](#) Emergency suspension of municipal stormwater system access.
- [12.80.030](#) Warning notice.
- [12.80.031](#) Notice of violation.
- [12.80.032](#) Administrative order.
- [12.80.034](#) Permit suspension and revocation.
- [12.80.035](#) Stop work order.
- [12.80.036](#) Compliance schedule.
- [12.80.040](#) Abatement.
- [12.80.050](#) Violations deemed a public nuisance.
- [12.80.060](#) Penalties.
- [12.80.070](#) Appeal.
- [12.80.080](#) Remedies not exclusive.

Chapter 12.01 GENERAL PROVISIONS

Sections:

- [12.01.010](#) Intent and purpose.
- [12.01.020](#) Objectives.
- [12.01.030](#) Abbreviations.
- [12.01.040](#) Definitions.
- [12.01.050](#) Applicability.
- [12.01.060](#) Responsibility for administration.
- [12.01.070](#) Severability.
- [12.01.080](#) Ultimate responsibility of the discharger.
- [12.01.085](#) Relation to other laws.
- [12.01.090](#) Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

12.01.010 Intent and purpose.

The intent and purpose of this title is to enable the City of Millersburg to comply with applicable state and Federal laws; to provide for the effective management of stormwater to protect the health, safety, and general welfare of the citizens of the City of Millersburg; to protect the health and safety of City employees working in the stormwater system; to facilitate the orderly development and extension of the stormwater system; to protect and enhance the water quality and natural functions of watercourses and water bodies through the regulation of stormwater; to set forth uniform requirements for direct and indirect contributors to the stormwater system; and to help meet the City of Millersburg's environmental stewardship responsibilities.

Formation of a stormwater utility with appropriate resources, responsibility, and authority is the most effective way to manage, improve, and control the stormwater system and to address the purposes set forth herein.

Notwithstanding the foregoing, nothing herein shall be deemed to impose a duty on the City to protect the property, health, or safety of third parties.

12.01.020 Objectives.

The objectives of this title are:

- (1) To prevent the introduction of pollutants onto public rights-of-way, or into the municipal stormwater system, receiving waters, Waters of the State, and the environment;
- (2) To prohibit illicit connections and discharges to the stormwater system;
- (3) To protect, maintain and restore the integrity of waterways for their natural functions;
- (4) To prevent and control nonpoint source pollution, land surface erosion, sedimentation, and stream channel erosion;

(5) To limit the effect of land-disturbing activities on the municipal stormwater system and Waters of the State;

(6) To authorize the imposition of permit requirements and the collection of related fees to govern land-disturbing activities;

(7) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this title;

(8) To authorize the collection of in-lieu-of-assessment fees for properties that have not participated in the cost of constructing public stormwater facilities;

(9) To authorize the imposition of a systems development charge fee and user charges for the construction, operation, and maintenance of stormwater system and facilities;

(10) To protect and maintain the functions and values of areas within floodplains.

12.01.030 Abbreviations.

(1) "ENR" means "Engineering News Record."

(2) "NPDES" means "National Pollutant Discharge Elimination System."

(3) "MS4" means "Municipal Separate Storm Sewer System."

(4) "BMP" means "Best Management Practice."

(5) "EPSC" means "Erosion Prevention and Sediment Control."

(6) "ORS" means "Oregon Revised Statute."

(7) "OAR" means "Oregon Administrative Rule."

(8) "TMDL" means "Total Maximum Daily Load."

12.01.040 Definitions.

(1) "Agricultural activity" means private or commercial activities directly engaged in the production of nursery stock, sod, fruits, vegetables, forages, cover crops, field crops (grain, corn, oats, beans, etc.), timber, and livestock, or other related activities determined by the City Engineer to conform to this definition; but shall not include construction or other activities for structures associated with agricultural activities.

(2) "Best management practices (BMPs)" means schedules of activities; prohibitions of deleterious practices; general good housekeeping practices; physical, structural, or chemical interventions; pollution prevention and educational activities; maintenance activities; and other management practices that prevent or minimize to the greatest extent practicable the discharge of pollutants directly or indirectly to public rights-of-way, the municipal stormwater system, receiving waters, or waters of the state.

(3) "City" means the City of Millersburg, a municipal corporation of the State of Oregon.

(4) "City Engineer" means the person designated by the Millersburg City Manager who is charged with certain duties and responsibilities by this chapter, or the duly authorized representative.

(5) "City Manager" means the person designated by the Millersburg City Council to act as the administrative head of the City government and who is charged with certain duties and responsibilities by this chapter, or the duly authorized representative.

(6) "Clean Water Act" means the Federal Water Pollution Control Act ([33 U.S.C. 1251](#) et seq.) and any subsequent amendments thereto.

(7) "Construction activity" means activities related to any land development or construction project including but not limited to clearing and grubbing, grading, excavating, and demolition.

(8) "Discharger" means any person who discharges or causes to be discharged any pollutant onto public rights-of-way or into the municipal stormwater system, receiving waters, or waters of the state.

(9) "Floodplain" means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other water body that has been, or may be, inundated temporarily by floodwater.

(10) "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

(11) "Illegal discharge" means any direct or indirect pollutant-bearing discharge to the municipal stormwater system, receiving waters, or waters of the state, except as exempted by MMC [12.10.010](#).

(12) "Illicit connection" is defined as either of the following:

(a) Any drain or conveyance, whether on the surface or subsurface, that allows an illegal discharge to enter the stormwater system including, but not limited to, any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the stormwater system and any connections to the stormwater system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

(b) Any drain or conveyance connected from a commercial or industrial land use to the stormwater system that has not been documented in drawings, maps, or equivalent records and approved by the City.

(13) "Impervious surface" means an improved, altered, or constructed surface which generally prevents infiltration of surface water including, but not limited to, paved streets, graveled or paved areas such as parking lots and driveways, oiled, macadam or other treated surfaces, walkways, roof surfaces, and patios.

(14) "Land-disturbing activity" means any activity that exposes the soil to erosion.

(15) "National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit" means a permit issued by the Environmental Protection Agency or the State of Oregon that authorizes the discharge of pollutants to

waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

(16) "New development" means a project that creates and/or expands the area of impervious surfaces, including, but not limited to:

(a) Structural development, including construction of a new building or other structure;

(b) Expansion or alterations of an existing structure that results in an increase in the area of impervious surfaces;

(c) Construction of new parking lots, roads, alleys, pathways, and other impervious surfaces; and

(d) Expansion or alterations of parking lots, roads, alleys, pathways, and other impervious surfaces that results in an increase in the area of impervious surfaces.

(17) "Nonpoint source" means any source of water pollution that is not associated with point sources. Generally, a nonpoint source is a diffuse or unconfined source of pollution that can either enter into or be conveyed by the movement of water into the municipal stormwater system, receiving waters, or waters of the state.

(18) "Non-stormwater discharge" means any discharge to the stormwater system that is not composed entirely of stormwater.

(19) "Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine; the singular shall include the plural where indicated by the context.

(20) "Point source" means any discernible, confined, and discrete conveyance, including but not limited to pipes, ditches, channels, tunnels, or conduits, from which pollutants are or may be discharged to a receiving water(s).

(21) "Pollutant" means any material or substance which may alter the chemical, physical, biological, and/or radiological condition of the waters of the state.

(22) "Pollution" means the human-made or human-induced contribution of any pollutant into the municipal stormwater system, receiving waters, or waters of the state.

(23) "Post-construction stormwater quality" means the quality of stormwater runoff, after construction is complete, from a development or redevelopment project.

(24) "Post-construction stormwater quality facility" means permanent stormwater infrastructure incorporated into a development or redevelopment project designed to reduce pollutant loads and runoff velocity from impervious surfaces, and which may also include improvements constructed to reduce the quantity of stormwater runoff leaving the site.

(25) "Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

(26) "Property owner (owner)" means the person(s) or entity(ies) holding legal title to the subject property.

(27) "Redevelopment" means a project that alters or improves the "footprint" of an existing site and/or building. Redevelopment includes the replacement, alteration, or upgrade of an impervious surface that is not part of a routine maintenance activity.

(28) "Stormwater fund" means an enterprise fund through which the cost of providing utility service will be primarily user-fee financed and is analogous in its structure and operation to other enterprise funds maintained by the City, such as the sewer and water funds.

(29) "Stormwater system" means any watercourse or facility by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems or ditches, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures. The municipally owned portion of the stormwater system may also be referred to as a municipal separate storm sewer system (MS4).

(30) "Stormwater" means any surface flow, runoff, and drainage consisting entirely of water from precipitation events.

(31) "Toxic" means any substance or combination of substances listed as toxic in regulations promulgated by the Environmental Protection Agency in Section 307(a)(1) of the Clean Water Act or Title III Section 313 of the Superfund Amendments and Reauthorization Act.

(32) "Vegetated post-construction stormwater quality facility" means a post-construction stormwater quality facility wherein the primary means of stormwater treatment is by filtration through soil and plant material. This may also be referred to as a low-impact development (LID) facility.

(33) "Water or waters of the state" means all natural waterways, intermittent streams, constantly flowing streams, lakes, wetlands, and all other navigable and nonnavigable bodies of water which are wholly or partially within or bordering the state or within its jurisdiction.

(34) "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently, and, if the latter, with some degree of regularity. Watercourses may be either natural or artificial.

12.01.050 Applicability.

This title shall apply to all water entering the stormwater system generated on any developed and undeveloped lands unless explicitly exempted by MMC [12.10.010](#).

12.01.060 Responsibility for administration.

The City Engineer shall be authorized to administer, implement, and enforce the provisions of this title. Any powers granted or duties imposed upon the City Engineer are also conferred upon those persons tasked by the City Engineer to administer, implement, and enforce the provisions of this title. The City Engineer shall have the authority to develop and implement procedures, policies, standards, and forms necessary for the implementation of this title. The City Engineer is granted discretion to allocate resources or undertake enforcement of this title as he or she deems appropriate with consideration to time, resources, and conflicting obligations of the City and its staff.

12.01.070 Severability.

The provisions of this title are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this title or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this title.

12.01.080 Ultimate responsibility of the discharger.

The standards set forth herein and promulgated pursuant to this title are minimum standards; therefore this title does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants into the Waters of the State caused by said person. This title shall not create liability on the part of the City of Millersburg, or any agent or employee thereof, for any damages that result from any discharger's reliance on this title or any administrative decision lawfully made thereunder.

12.01.085 Relation to other laws.

Neither this title nor any administrative decision made under it exempts the permittee or any other person from procuring other required permits or complying with the requirements and conditions of such permit, or complying with any other applicable law or regulation, or limits the right of any person to maintain, at any time, any appropriate action, at law or in equity, for relief or damages against the permittee or any other person arising from the activity regulated by this title.

Where the provisions of this title impose restrictions different from those set forth in other regulations under the Millersburg Municipal Code, Land Development Code, or State or Federal regulations, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

12.01.090 Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The City Engineer may require best management practices (BMPs) for any activity, operation, or facility which may cause or contribute to the introduction

of pollutants to rights-of-way, wetlands, drainage ways, the municipal stormwater system, receiving waters, and/or areas that include or contribute directly to the Waters of the State. Where BMP requirements are promulgated by the City Engineer, the owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from the discharge of pollutants, as described above, through the use of these structural and/or nonstructural BMPs.

Further, any person responsible for a property or premises that is, or which may reasonably be expected to be, the source of an illicit or prohibited discharge may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent any further discharges of pollutants.

Chapter 12.10 PROHIBITED DISCHARGES

Sections:

- [12.10.010](#) Prohibited discharges.
- [12.10.050](#) Prohibition of illicit connections.
- [12.10.070](#) *Repealed.*
- [12.10.080](#) Watercourse protection.
- [12.10.090](#) Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.
- [12.10.100](#) Notification of spills.
- [12.10.120](#) Requirement to eliminate illegal discharges.
- [12.10.140](#) Requirement to eliminate illicit connections.
- [12.10.143](#) Requirement to remediate.
- [12.10.147](#) Requirement to monitor and analyze.
- [12.10.150](#) Suspension of access.
- [12.10.160](#) Damage to the stormwater system.
- [12.10.170](#) Right of entry – Inspection and sampling.

12.10.010 Prohibited discharges.

No person shall cause any pollutant to be discharged to public rights-of-way, municipal stormwater system, or any Waters of the State or cause any pollutant to be placed in a location where such pollutant is likely to escape or be carried into the public rights-of-way, municipal stormwater system or into the Waters of the State.

(1) Prohibited discharges include, but are not limited to, the following:

(a) Septic, sewage, and dumping or disposal of liquids or materials other than stormwater.

(b) Discharges of washwater resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities.

(c) Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including motor vehicles, cement-related equipment, port-a-potty servicing, etc.

(d) Discharges of washwater from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, carpet cleaning, etc.

(e) Discharges of washwater from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, or residential areas (including parking lots, streets, sidewalks, driveways, patios, plazas, work yards, outdoor eating or drinking areas, etc.) where detergents are used and spills or leaks of toxic or hazardous materials have occurred (unless all spilled materials has been removed).

(f) Discharges of runoff from material storage areas, which contain chemicals, fuels, grease, oil, or other hazardous materials without approved treatment.

(g) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water.

(h) Discharges of sediment, unhardened concrete, pet waste, vegetation clippings, or other landscape or construction-related wastes.

(i) Discharges of trash, paints, stains, resins, or other household hazardous wastes.

(j) Discharges of food-related wastes (grease, restaurant kitchen mat and trash bin washwater, etc.)

(k) Any liquids, solids, or gases that by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the operation of the municipal stormwater system.

(l) Any solid or viscous substances that may cause obstruction to the flow in the stormwater system, such as but not limited to: grease, garbage, sand, straw, grass clippings, rags, plastics, or mud.

(m) Any discharge having a pH less than six or greater than 10, unless the divergence from these limits can be proven to occur from rainfall pH.

(n) Any discharge containing toxic pollutants.

(o) Pollutants that result in the presence of toxic gases, vapors, or fumes within the stormwater system that may cause acute worker health or safety problems.

(p) Any substance that may cause the City to violate its storm system permits, or that may cause the City to violate instream water quality standards set by the State of Oregon.

(q) Any substance that causes or may cause visible discoloration of the receiving waters such as but not limited to dyes and inks, except as described in subsection (2)(b) of this section.

(r) Any discharge having a temperature that may inhibit biological activity in the receiving waters or cause the City to violate instream water

quality standards set by the State of Oregon, or that could harm the stormwater system.

(s) Any discharge containing oxygen demanding pollutants that may elevate the oxygen demand within the municipal stormwater system or Waters of the State.

(t) Any hauled waste, septage, or discharge from cleaning tanks including those from mobile cleaning services.

(l) Any refuse, rubbish, garbage, litter, or other discarded or abandoned objects.

(2) The following are exempt from discharge prohibitions established by this chapter:

(a) Water line flushing with dechlorination.

(b) Landscape Irrigation.

(c) Diverted stream flows.

(d) Uncontaminated groundwater infiltration.

(e) Rising ground waters.

(f) Uncontaminated pumped groundwater.

(g) Potable water sources (including potable groundwater monitoring wells and draining and flushing of municipal potable water storage reservoirs.

(h) Start up flushing of groundwater wells.

(i) Foundation, footing, and crawl space drains (where flows are not contaminated).

(j) Uncontaminated air conditioning or compressor condensate.

(k) Irrigation water.

(l) Springs.

(m) Lawn watering.

(n) Individual residential car washing.

(o) Charity car washing (provided that chemicals, soaps, detergents, steam, or heated water are not used. Washing is restricted to the outside of the vehicle, no engines, transmissions, or undercarriages.

(p) Flows from riparian habitats or wetlands.

(q) Dechlorinated swimming pool discharges including hot tubs (heated water must be cooled for at least 12 hours prior to discharge).

(r) Fire hydrant flushing.

(s) Street and pavement washwaters (provided that chemicals, soaps, detergents, steam, or heated water are not used).

(t) Routine external building wash-down (provided that chemicals, soaps, detergents, steam, or heated water are not used).

(u) Water associated with dye testing, provided verbal notification is made to the City prior to the start of the test.

(v) Discharges of treated water from investigation, removal, and remedial actions selected or approved by DEQ pursuant to Oregon Revised Statute (ORS) Chapter 465.

(w) Discharges from firefighting or other emergency actions by a public utility, the City, or any other governmental agency necessary to protect public health and safety.

(3) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of Oregon under the authority of the Federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided the written approval has been granted by the City of Millersburg for any discharge to the stormwater system.

12.10.050 Prohibition of illicit connections.

(1) No person shall construct, use, maintain, or allow the continued existence of an illicit connection to the stormwater system. Existing illicit connections are expressly prohibited, without limitation, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(2) Examples of illicit connections include but are not limited to wastewater lines such as those from sanitary sewers, or drains carrying wash or industrial process water.

(3) A person is in violation of this title if the person connects a line conveying sewage to the municipal stormwater system or allows such a connection to continue. Improper connections in violation of this title must be disconnected and redirected, if necessary, to an approved on-site wastewater management system or to the sanitary sewer system upon approval of the City Engineer.

12.10.080 Watercourse protection.

Every person owning or occupying property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that may reasonably be expected to contaminate or impede the flow of water through the watercourse. In addition, the owner or occupant shall remove or maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. No person shall remove native vegetation in the vicinity of a watercourse except where it poses an imminent hazard to human health and safety or nearby structures. No person shall remove vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. Within the limits established through any required State or Federal permits, the property owner or lessee shall maintain and stabilize the banks of the watercourse within their property lines in order to protect against erosion and degradation of the watercourse. Watercourse banks shall be stabilized using planted vegetation and natural materials instead of hard materials (e.g., concrete, asphalt, rock, logs, lumber, etc.) wherever practicable.

12.10.090 Discharges in violation of industrial or construction activity NPDES stormwater discharge permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer at the following times: prior to the City Engineer allowing discharges to the stormwater system; or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

12.10.100 Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials that is resulting in or may result in illegal discharges of pollutants onto or into public rights-of-way, stormwater, the municipal stormwater system, or Waters of the State, said person shall take all necessary steps to ensure the discovery, immediate notification, containment, and cleanup of such release.

(1) In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the City of Millersburg immediately in person or by telephone. Notification of the emergency response agencies or the City of Millersburg does not relieve the discharger of their responsibility to also notify appropriate State and Federal agencies.

(a) Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City of Millersburg City Engineer within five business days of the original notice. The notice shall include a detailed written statement submitted by the discharger describing the causes of the discharge, measures taken to mitigate the spill, and the measures taken to prevent any future occurrence.

(b) If the discharge emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(2) The person responsible for the discharge of pollutants or hazardous materials to the environment shall be responsible for all cleanup costs. All related City expenses including, but not limited to, costs for identification, hazard assessment, and containment shall also be fully reimbursed.

(3) In general, reimbursement costs are those incident costs that are eligible, reasonable, necessary, and allocable to the incident. Costs allowable for reimbursement may include, but are not limited to:

- (a) Disposable materials and supplies provided, consumed and expended specifically for the purpose of the incident for which reimbursement is being requested;
- (b) Compensation of the employees for the time devoted specifically to the incident;
- (c) Rental or leasing of equipment used specifically for the incident;
- (d) Replacement costs for equipment or property owned by the City that is contaminated or damaged beyond reuse or repair;
- (e) Decontamination of equipment that was used during the incident;
- (f) Special technical services required for the incident; and
- (g) Laboratory expenses for the purpose of analyzing samples taken during the incident.

12.10.120 Requirement to eliminate illegal discharges.

The City Engineer may require, by written notice, that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

12.10.140 Requirement to eliminate illicit connections.

The City Engineer may require, by written notice, that a person responsible for an illicit connection to the stormwater system immediately, or by a specified date, comply with the requirements of this title to eliminate the connection, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of the ordinance codified in this title.

If, subsequent to eliminating a connection found to be in violation of this title, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

12.10.143 Requirement to remediate.

Whenever the City Engineer finds that an illegal discharge is taking place or has occurred that will result in or has resulted in pollution of stormwater, the stormwater system, or Waters of the State, the City Engineer may require by written notice to the owner of the property and/or the responsible person or entity that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Chapter [12.80](#) MMC.

12.10.147 Requirement to monitor and analyze.

The City Engineer may require, by written notice, that any person engaged in any activity and/or owning or operating any facility that may cause or contribute to stormwater pollution, illegal discharges, and/or non-stormwater discharges to the stormwater system or Waters of the State, to undertake at said

person's expense such monitoring and analyses and furnish such reports to the City of Millersburg as deemed necessary to determine compliance with this title.

12.10.150 Suspension of access.

The City of Millersburg may, without prior notice, suspend access to the stormwater system when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, to the stormwater system, or Waters of the State.

If the violator fails to comply with a suspension order, the City of Millersburg may take such steps as deemed necessary to prevent or minimize damage to the stormwater system, prevent or minimize danger to the environment, or to prevent or minimize danger to persons.

12.10.160 Damage to the stormwater system.

When a discharge causes obstruction, damage, or other impairment to the stormwater system, the City Engineer may assess a charge against the discharger for the work required to clean or repair the facility. If the discharger fails to pay said charge, the costs to clean or repair the facility may be assessed against the property pursuant to MMC [12.80.040](#).

12.10.170 Right of entry – Inspection and sampling.

The City Engineer shall be authorized and have the right to inspect all premises, sites, and/or activities covered under this title to determine compliance with this title and any rules or orders adopted by the Council or issued pursuant to this title.

(1) The City Engineer shall have the right to set up on the discharger's or permittee's property, or require installation of, such devices as are necessary to conduct sampling, inspection compliance, and/or monitoring operations.

(2) Where a discharger or permittee has security measures in force which require proper identification and clearance before entry into its premises, the dischargers shall make necessary arrangements so that, upon presentation of suitable identification, the City Engineer or authorized representatives shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(3) Facility operators shall allow the City Engineer ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by State and Federal law.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly modified or removed by the discharger at the written or verbal request of the City Engineer and shall

not be replaced without the consent of the City Engineer. The costs of clearing such access shall be borne by the discharger.

(5) Unreasonable delay in allowing the City Engineer access to a permitted facility is a violation of this title. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the City Engineer reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this title.

Chapter 12.20 PERMITS FOR CONNECTION OR CONSTRUCTION

Sections:

- [12.20.010](#) Permits required.
- [12.20.020](#) Approval of drawings.
- [12.20.030](#) Construction to conform to standards.
- [12.20.040](#) Inspection, approval of construction.
- [12.20.050](#) Connection to stormwater mains.
- [12.20.060](#) Extension of stormwater systems.
- [12.20.070](#) Tapping of manholes.

12.20.010 Permits required.

Prior to commencing any work on a building storm drain or public stormwater system, all applicable permits from the City of Millersburg and other agencies must be secured and all associated permit fees paid in full. The permits necessary may include, but are not limited to, an EPSC permit, a plumbing permit, a permit to construct public facilities, and an encroachment permit. The permit shall set forth at what point the connection is to be made, the location, size of facility, type of construction, and other details as the City Engineer or his/her designee may reasonably require.

12.20.020 Approval of drawings.

Drawings for all public stormwater systems shall be approved by the City Engineer or his/her designee prior to construction. Unless otherwise approved by the City Engineer, such drawings shall conform to applicable stormwater system master plans as well as City of Albany Standard Construction Specifications, as adopted by the City of Millersburg. Such approval shall be required in addition to any other approval required by State law.

12.20.030 Construction to conform to standards.

All public stormwater systems, whether publicly or privately constructed, shall conform to City of Albany Standard Construction Specifications, as adopted by the City of Millersburg, and the City of Millersburg Design Standards with regard

to legal and design requirements, materials, and workmanship. Failure to meet tests for performance and workmanship shall be grounds for refusal of acceptance by the City. Permits to connect to stormwater systems that have not been accepted will not be issued until the system has been approved and accepted.

12.20.040 Inspection, approval of construction.

Reasonable notice and access shall be given to allow inspection of all work in connection with the construction or reconstruction of any public and private stormwater facilities. Use of the stormwater facilities will not be allowed until the building storm sewer and the public improvement receives final approval.

12.20.050 Connection to stormwater mains.

Piped storm drain connections shall be made only to the single wye branch designated for use by the connecting property. If no wye is available, connection shall be made by tapping the stormwater main line in accordance with City Standard Construction Specifications and only after securing all necessary permits and paying all required permit fees.

12.20.060 Extension of stormwater systems.

The following rules shall apply to all stormwater system extensions:

(1) The minimum size of stormwater mains or other stormwater system components to be installed shall be in conformance with the most recent version of the City of Millersburg Design Standards where a larger size is not needed to provide an adequate system, conform with the size of the existing system, meet future needs, or conform to the size specified by the City of Millersburg's Stormwater System Facility Plan.

(2) All stormwater system facilities serving more than one property shall be public, installed in public rights-of-way or public utility easements. The normal routing for stormwater system extensions shall be in a dedicated right-of-way.

(3) All stormwater system extensions shall extend to the extreme property line of the development or lot. If the property has excess frontage on the right-of-way and only partial development is to occur, then some consideration may be given to shortening the initial extension, provided sufficient assurance is given to ensure the completion of the extension at the time other development occurs. Where systems are being extended into the interior of a property or development, the systems shall be extended through to the boundaries of the property at all such points as shall be needed to provide current or future service to adjacent properties.

12.20.070 Tapping of manholes.

Tapping of building storm drains directly into manholes is prohibited except where shown in construction drawings that have been approved by the City Engineer or his/her designee.

Chapter 12.30 STORMWATER UTILITY

Sections:

- [12.30.010](#) Stormwater utility.
- [12.30.020](#) Stormwater fund.
- [12.30.030](#) Adjustments, back-billing, and refunds.
- [12.30.040](#) System development charges.

12.30.010 Stormwater utility.

There is created and established a stormwater utility with the assets, authority, and responsibility for administration, planning, design, construction, maintenance, and operation of stormwater conveyances and facilities. Additional specific mandates, authority, and delegations may occur, from time to time, by appropriate City Council actions. All references to “the utility” in this title refer to the stormwater utility. The administration of the utility shall be as set forth herein.

12.30.020 Stormwater fund.

The stormwater fund is created and established.

(1) Service Charge Imposed. A stormwater service charge shall be imposed on all persons or premises that contribute to the stormwater system or that otherwise use or benefit from the stormwater system, and said persons shall be responsible for paying the stormwater service charge. All monies received from stormwater service charges shall be deposited into the stormwater fund.

(2) Service Charge Rates Set by Council Resolution. Stormwater service charge rates will be set by Council resolution. The stormwater service charge shall be developed and implemented such that it is not a tax subject to the property tax limitation of Article XI, Section 11b of the Oregon Constitution. The City Engineer shall recommend adjustments to the stormwater service charge rates to the City Council as it becomes necessary. The City Council shall consider such recommendations and may approve or further adjust the stormwater service charges as the Council deems necessary to meet policy objectives, to meet the utility's revenue requirements, or to meet the overall financial needs of the utility.

(3) Customer Classification. Customer account classification and other stormwater charge-related calculations shall be determined by the City Engineer or the duly authorized representative. Any appeal of the City Engineer's determination shall be made in writing to the City Engineer. Any request for review of the City Engineer's appeal determination shall be made in writing to the City Manager. The City Manager's determination will be final.

12.30.030 Adjustments, back-billing, and refunds.

The utility may make adjustments, back-bill, pay refunds, or waive fees and charges in accordance with City Council policy. If no Council policy exists, the utility may make adjustments where it is deemed necessary on a case-by-case basis as determined by the City Manager for the proper conduct of the business of the Utility. A full explanation of the reason for the adjustment or refund must be filed with the office records and, subject to Oregon public records law, will be made available upon request. Refunds are to be made to the party that made the payment.

12.30.040 System development charges.

When adopted in accordance with Chapter [15.16](#) MMC, all monies received from stormwater system development charges shall be deposited into the stormwater fund. Such funds shall be accounted for separately from those received from stormwater service charges.

Chapter 12.35 GRADING

Sections:

- [12.35.005](#) Grading – Relationship to floodplain.
- [12.35.010](#) Grading – When permits are required.
- [12.35.020](#) Grading – General provisions.
- [12.35.030](#) Grading – Permit procedure.
- [12.35.050](#) Grading – Approval standards.
- [12.35.090](#) Grading – Fees.
- [12.35.100](#) Removal of excavation, embankment or fill required when determined to be a hazard.

12.35.005 Grading – Relationship to floodplain.

Grading (including excavation and fill) proposed in the floodplain is regulated and permitted through the Millersburg Land Use Development Code and does not require an additional grading permit under this chapter.

12.35.010 Grading – When permits are required.

Grading permits are required by the City of Millersburg in the following circumstances:

(1) When any grading is proposed in any watercourse shown in the City of Millersburg Stormwater Master Plan, in any watercourse receiving drainage from a public roadway, or in any watercourse lying within a public easement or right-of-way. A watercourse is any natural or artificial stream, river, creek, ditch, drainageway, channel, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows in a definite direction or course, either continuously or

intermittently, and has a definite channel, bed and banks, and includes any area adjacent thereto subject to inundation by reason of overflow or flood water.

(2) When placement of a structure is proposed in a watercourse shown in the City of Millersburg Stormwater Master Plan, or within a public easement or right-of-way.

(3) When grading involving more than 50 cubic yards is proposed.

(4) When grading is proposed over an existing public storm drain, sanitary sewer, or waterline. This does not include grading authorized under a public works contract awarded by the City of Millersburg, grading approved as part of a permit to construct public facilities as provided in Chapter [15.06](#) MMC, or grading conducted by City of Millersburg maintenance forces.

(5) Notwithstanding any of the foregoing, a grading permit is not required in any of the following circumstances:

- (a) Routine farming activities on farm designated land;
- (b) Cemetery grave sites;
- (c) Grading incidental to a valid building permit and excavation below grade for basements, foundations, or footings for retaining walls or other structures authorized by a valid building permit;
- (d) Construction of driveways or underground utilities;
- (e) Grading or landscaping when less than 50 cubic yards of earth is moved;
- (f) Grading or excavation associated with public works projects, roads, public ways, graves, or work controlled by other processes or regulations, such as wells, tunnels, utilities, or disposal sites;
- (g) Minor adjustments in active grading permits or applications when necessary in order to adhere to City requirements or good engineering practices;
- (h) Grading or excavation determined by the City Engineer or designee to be in substantial compliance with the intent of the grading ordinance. Such a determination shall be appealable to the City Council. In the event of such an appeal, the decision of the City Council shall be final.

12.35.020 Grading – General provisions.

The rules prescribed in this chapter shall apply to all lands within the City limits of the City of Millersburg.

(1) Compliance. No excavation or grading operation shall hereafter be performed, or existing graded lot altered, without full compliance with the terms of this chapter and other applicable regulations.

(2) Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and other chapters conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(3) Relationship to Permits Required by State or Federal Agencies. Excavation, grading, and fill activities may require State and/or Federal permits. Such permits are likely to be required if hydric soils are present on the site or if the site contains other wetland characteristics. The issuance of a permit by the City of Millersburg under this chapter does not eliminate the need for compliance with other State, Federal, or local regulations.

(4) Warning and Disclaimer of Liability. The issuance of a permit by the City of Millersburg under this chapter constitutes a determination that the applicant has met the minimum requirements for the City's regulatory purposes. Issuance of a permit does not relieve the permit holder from any responsibilities or liabilities that grading, excavation or fill activities may create if third parties are damaged or injured by such actions.

12.35.030 Grading – Permit procedure.

Application for a grading permit shall be made to the City Engineer or designee. The City Engineer or designee shall provide the application forms.

12.35.050 Grading – Approval standards.

Grading permit applications will be approved if the applicant has shown that each of the following criteria which are applicable have been met:

(1) Provisions have been made to maintain adequate flood-carrying capacity of existing watercourses, including future maintenance of that capacity.

(2) No grading will be permitted over an existing public storm drain, sanitary sewer, or water line unless it can be demonstrated to the satisfaction of the City Engineer that the proposed grading will not be detrimental to the anticipated service life, operation and maintenance of the existing utility.

(3) The applicant shall notify the City of Millersburg, any adjacent community, and the Natural Hazards Mitigation Office of the Oregon Department of Land Conservation and Development of any proposed grading activity that will result in alteration or relocation of a watercourse.

(4) All drainage facilities shall be designed to carry waters to the nearest practicable watercourse approved by the designee as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive downdrains or other devices.

(5) Building pads shall have a drainage gradient of two percent toward approved drainage facilities, unless waived by the City Engineer or designee; except the gradient from the building pad may be one percent if all of the following conditions exist throughout the permit area:

(a) No proposed fills are greater than 10 feet in maximum depth.

(b) No proposed finished cut or fill slope faces have a vertical height in excess of 10 feet.

(c) No existing slope faces, which have a slope face steeper than 10 horizontal to one vertical, have a vertical height in excess of 10 feet.

(6) In areas that have an average slope of 12 percent or greater, the following requirements also apply:

(a) Cut slopes shall not exceed a one and one-half (horizontal) to one (vertical) ratio and fill slopes shall not exceed a two (horizontal) to one (vertical) ratio. Slopes which are steeper (e.g., 1.5:1, or 1:1) may be approved by the City Engineer or designee, upon certification by a qualified soils engineer or geologist that the slope will remain stable under foreseeable conditions. The certification must delineate any specific stabilization measures deemed necessary by the soils engineer or geologist.

12.35.090 Grading – Fees.

Fees applied under this title shall be as adopted by resolution of the Millersburg City Council.

12.35.100 Removal of excavation, embankment or fill required when determined to be a hazard.

If the City Engineer or designee determines that any excavation, embankment, or fill on private property has become a hazard, he/she may order the hazard abated by the owner or responsible party. The owner of the property upon which the excavation or fill is located, or the responsible party, upon receipt of notice in writing, shall repair or eliminate such excavation or embankment so as to eliminate the hazard.

Chapter 12.40 EROSION PREVENTION AND SEDIMENT CONTROL

Sections:

- [12.40.010](#) EPSC manual.
- [12.40.020](#) Applicability of EPSC requirements.
- [12.40.030](#) Permit required.
- [12.40.031](#) Permit exemptions.
- [12.40.032](#) Application for a permit.
- [12.40.033](#) Permit transfer.
- [12.40.034](#) Permit duration.
- [12.40.040](#) EPSC plan required.
- [12.40.050](#) Commencement of land-disturbing activities restricted.
- [12.40.090](#) EPSC fees required.

12.40.010 EPSC manual.

The City Engineer is authorized to develop, implement, and maintain an erosion prevention and sediment control (EPSC) manual. This manual, and such other resources as the City Engineer may deem necessary, will provide technical

guidance for the design, installation, maintenance, and inspection of temporary and permanent erosion prevention and sediment control best management practices. In the event that any provision of the EPSC manual is in conflict with any section of this title, the provisions of this title will govern.

12.40.020 Applicability of EPSC requirements.

Persons or entities engaged in land-disturbing activities that require an EPSC permit as described in this chapter shall utilize best management practices as described in the City of Millersburg Erosion Prevention and Sediment Control Manual, or more effective measures, as necessary to satisfy the requirements of this title.

12.40.030 Permit required.

An **erosion prevention and sediment control (EPSC) permit** shall be obtained for land-disturbing activities affecting an area of 10,000 square feet or greater, cumulatively.

12.40.031 Permit exemptions.

(1) The following activities may be exempted from the requirements of MMC [12.40.030](#):

- (a) Land-disturbing activities affecting an area less than 10,000 square feet, cumulatively;
- (b) Replacement or re-establishment of an existing lawn on a single lot, not exceeding 10,000 square feet;
- (c) Agricultural activities.

(2) Permit exempted activities must meet all requirements of this title, and are subject to the provisions of Chapter [12.80](#) MMC, as applicable.

12.40.032 Application for a permit.

To obtain a permit, the property owner shall apply to the City of Millersburg. Every such application shall:

- (1) Identify and describe the work to be covered by the permit;
- (2) Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed work;
- (3) Be accompanied by an EPSC plan conforming to the requirements of MMC [12.40.040](#);
- (4) Identify the person or entity performing the land-disturbing activity;
- (5) Provide a 24-hour emergency contact person and phone number;
- (6) Be signed by the owner of the property upon which the land-disturbing activities will occur;
- (7) Contain a statement of financial responsibility for damages resulting from noncompliance with EPSC requirements, should any such occur;
- (8) Be accompanied by the applicable fees described in MMC [12.40.090](#).

12.40.033 Permit transfer.

EPSC permits shall be obtained by the person(s) or entity holding title for the property upon which the land-disturbing activities will occur.

(1) An EPSC permit may not be transferred to any person(s) or entity except upon transfer of title for the property.

(2) The person(s) or entity obtaining title to a property with an active EPSC permit shall apply for transfer of the existing EPSC permit, or shall obtain a new EPSC permit.

(3) The person(s) or entity transferring title for a property with an active EPSC permit shall notify the new owner(s) of the requirements of subsection (2) of this section.

(4) The most recent EPSC permit for a property will supersede all other EPSC permits that apply to that property.

12.40.034 Permit duration.

(1) EPSC permits issued under this title will be valid for a period of one year, or until land-disturbing activities are completed, and surface conditions stabilized with permanent measures to prevent future erosion as verified by the City Engineer, whichever is shorter.

(2) Prior to the expiration of an EPSC permit, the permit holder may present a written request for an extension to the City Engineer. If, in the opinion of the City Engineer, an extension is warranted, up to a 12-month extension may be granted. Extensions will be subject to the applicable fees described in MMC [12.40.090](#).

12.40.040 EPSC plan required.

Applicants for an EPSC permit shall submit as a part of their permit application an EPSC plan. EPSC plans shall comply with the minimum standards outlined in the City of Millersburg Erosion Prevention and Sediment Control Manual and the provisions of this title.

(1) Major land-disturbing activities, as defined in the EPSC manual, must meet the submittal requirements for major land-disturbing activities and shall require submission of an EPSC plan prepared by a professional licensed in Oregon as a civil or environmental engineer, landscape architect, geologist, or certified professional in erosion and sediment control (CPESC).

(2) Minor land-disturbing activities, as defined in the EPSC manual, must meet the requirements for minor land-disturbing activities and do not require a professional to prepare the EPSC plan.

12.40.050 Commencement of land-disturbing activities restricted.

Land-disturbing activities shall not commence until an EPSC permit has been issued. An EPSC permit will not be issued until the following conditions have been met:

- (1) An EPSC application has been submitted to the City with an attached EPSC plan;
- (2) When required, the applicant's EPSC plan has been reviewed and received initial approval by the City Engineer;
- (3) EPSC BMPs have been installed in accordance with the approved EPSC plan;
- (4) When required, the City Engineer has verified condition (3) of this section in an inspection of the site;
- (5) When required, the permit holder has modified BMPs or installed additional BMPs as required by the City Engineer following the initial site inspection.

12.40.090 EPSC fees required.

Fees applied under this title shall be as adopted by resolution of the Millersburg City Council.

**Chapter 12.45
POST-CONSTRUCTION STORMWATER QUALITY**

Sections:

- [12.45.010](#) Design and construction standards.
- [12.45.020](#) Applicability of post-construction stormwater quality requirements.
- [12.45.030](#) Permit required.
- [12.45.040](#) Permit exemptions.
- [12.45.050](#) Application for a permit.
- [12.45.060](#) Permit transfer.
- [12.45.070](#) Permit duration.
- [12.45.080](#) Post-construction stormwater quality plan required.
- [12.45.090](#) Relationship to Chapter [15.06](#) AMC, Private construction of public improvements.
- [12.45.100](#) Permit fees required.
- [12.45.120](#) Authorization for private stormwater facilities operation and maintenance agreements.
- [12.45.130](#) Private stormwater facilities operation and maintenance agreements required.
- [12.45.140](#) Completion of construction.
- [12.45.150](#) Right of entry – Inspection and testing.
- [12.45.160](#) Continuing obligations of owners and entities using, occupying, or controlling subject property.
- [12.45.170](#) Unlawful conduct.

12.45.010 Design and construction standards.

The engineering standards and construction standards adopted under MMC [15.20.050](#) provide the design and construction criteria for private and public post-construction stormwater quality facilities required under this chapter. In the event that any provisions of the engineering standards and/or construction standards are in conflict with any section of this chapter, the provisions of this chapter will govern.

12.45.020 Applicability of post-construction stormwater quality requirements.

Property owners engaged in development or redevelopment projects, or who have said projects occurring on their property, that require a post-construction stormwater permit in this chapter shall install permanent post-construction stormwater quality facilities.

12.45.030 Permit required.

A post-construction stormwater quality permit shall be obtained for all new development and/or redevelopment projects on a parcel(s) equal to or greater than one acre, including all phases of the development.

12.45.040 Permit exemptions.

(1) A development may be exempted from the requirement of MMC [12.45.030](#) when one or more of the following conditions exist:

(a) The development is for the construction of not more than three single-family or duplex dwelling(s) on an existing lot(s) of record.

(b) The development creates and/or replaces less than 10,000 square feet of impervious surface, cumulatively.

(c) The City Engineer has determined that physical characteristics of the site (including current development) make effective on-site construction of the facilities impractical; and that an off-site post-construction stormwater quality fee has been paid per MMC [12.45.100](#).

(d) The City Engineer has determined that the site topography or soils makes it impractical or ineffective to construct the facilities on site; and that an off-site post-construction stormwater quality fee has been paid per MMC [12.45.100](#).

(e) The proposed development activity is being constructed under a valid land use approval where the application for said development activity was submitted prior to November 7, 2019.

12.45.050 Application for a permit.

To obtain a permit, the property owner shall apply to the City of Millersburg. Every such application shall:

(1) Identify and describe the work to be covered by the permit; and

(2) Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitively locate the proposed work; and

(3) Be accompanied by a post-construction stormwater quality plan conforming to the requirements of MMC [12.45.080](#); and

(4) Identify the person(s) or entity(ies) performing the development activity and constructing the post-construction stormwater quality facilities; and

(5) Provide a 24-hour emergency contact person and phone number; and

(6) Be signed by the owner of the property upon which the development activities will occur; and

(7) Contain a statement of financial responsibility for damages resulting from noncompliance with post-construction stormwater quality permit requirements, should any such occur; and

(8) Be accompanied by the applicable fees described in MMC [12.45.100](#).

12.45.060 Permit transfer.

Post-construction stormwater quality permits shall be obtained by the property owner for the property upon which the development activities will occur.

(1) A post-construction stormwater quality permit may not be transferred to any person(s) or entity except upon transfer of title for the property.

(2) The person(s) or entity obtaining title to a property with an active post-construction stormwater quality permit shall apply for transfer of the existing permit, or shall obtain a new post-construction stormwater quality permit.

(3) The property owner transferring title for a property with an active post-construction stormwater quality permit shall notify the new owner(s) of the requirements of subsection (2) of this section.

(4) The most recent post-construction stormwater quality permit for a property will supersede all other post-construction stormwater quality permits that apply to that property.

12.45.070 Permit duration.

(1) Post-construction stormwater quality permits issued under this title will be valid for a period of one year.

(2) Prior to the expiration of a post-construction stormwater quality permit, the permit holder may present a written request for an extension to the City Engineer. If the City Engineer determines an extension is warranted, up to a 12-month extension may be granted. Extensions will be subject to the applicable fees described in AMC [12.45.100](#).

12.45.080 Post-construction stormwater quality plan required.

Applicants for a post-construction stormwater quality permit shall submit as a part of their permit application a post-construction stormwater quality plan. Each plan shall comply with the minimum standards outlined in the engineering standards, construction standards, and the provisions of this chapter. Each post-

construction stormwater quality plan shall be reviewed, approved, and stamped by a professional licensed in Oregon as a civil or environmental engineer or landscape architect.

12.45.090 Relationship to Chapter [15.20](#) MMC, Private construction of public improvements.

Permits issued under this chapter to construct post-construction stormwater quality facilities that will be public shall be subject to the requirements for private construction of public improvements as contained in MMC [15.20.090](#) through [15.20.180](#).

Where the privately constructed post-construction stormwater quality facilities will be public and constructed coincident with other privately constructed public improvements under Chapter [15.06](#) AMC, a separate post-construction stormwater quality facilities permit will not be required if the requirements of this chapter are incorporated into the Chapter [15.20](#) MMC permit.

12.45.100 Permit fees required.

Fees applied under this title shall be as adopted by resolution of the Millersburg City Council.

12.45.120 Authorization for private stormwater facilities operation and maintenance agreements.

(1) The City Engineer is authorized to develop standard private stormwater facilities operation and maintenance agreements and accompanying standard maintenance requirements for incorporation into the engineering standards.

(2) The City Engineer is authorized to enter into private stormwater facilities operation and maintenance agreements on the City's behalf.

12.45.130 Private stormwater facilities operation and maintenance agreements required.

(1) Private stormwater facilities operation and maintenance agreements are required for all private post-construction stormwater quality facilities that require a permit under this chapter.

(2) Private stormwater facilities operations and maintenance agreements shall be recorded at the applicable County Recorder's Office and shall run with the land.

(3) Redevelopment of a property already operating under a private stormwater facilities operation and maintenance agreement will require execution of a new agreement if the City Engineer determines, in the exercise of reasonable discretion, that the redevelopment is likely to have a material impact upon the operation, maintenance, or effectiveness of the previously approved facilities.

12.45.140 Completion of construction.

(1) A requirement to construct stormwater quality facilities shall not be satisfied until the facilities have been determined to be in compliance with all requirements and specifications and formally accepted by the City Engineer.

(2) Unless an exception is granted pursuant to subsection (3) of this section, plats, partitions, certificates of occupancy, or other City permits or approvals which are conditioned upon the completion of post-construction stormwater quality facilities will not be given prior to completion and acceptance by the City Engineer of said facilities.

(3) The City Engineer may, in the exercise of reasonable discretion, waive the requirement of subsection (2) of this section and execute plats, partitions, certificates of occupancy, or other City permits or approvals prior to the completion of post-construction stormwater quality facilities if he/she determines that the public interest so requires. In such an event, the owner shall be required to provide an improvement assurance satisfactory to the City Engineer and the City Attorney guaranteeing timely completion of the aforesaid facilities. Nothing in this subsection shall excuse the requirement that the owner provide a duly executed private stormwater facilities operations and maintenance agreement per AMC [12.45.130](#) prior to the issuance of any of the approvals enumerated herein.

12.45.150 Right of entry – Inspection and testing.

The City Engineer shall be authorized and have the right to inspect all premises, sites, and/or activities covered under an approved post-construction stormwater permit or private stormwater facilities operation and maintenance agreements required under this chapter to determine compliance with this chapter and any rules or orders adopted by the Council or issued pursuant to this chapter.

(1) The City Engineer shall have the right to locate or install on the owner's property, or require installation of, such devices as are necessary to conduct sampling, inspection compliance, and/or monitoring operations.

(2) Where an owner has security measures in force that require proper identification and clearance before entry into its premises, the owner shall make necessary arrangements so, upon presentation of suitable identification, the City Engineer shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(3) Owner shall allow the City Engineer ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under conditions of post-construction stormwater quality permit or private stormwater facilities agreement, and the performance of any additional duties as defined by State and Federal law.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly modified or removed by the owner at the written or verbal request of the City Engineer and shall not

be replaced without the consent of the City Engineer. The costs of clearing such access shall be borne by the owner.

(5) Unreasonable delay in allowing the City Engineer access to a facility being developed under a post-construction stormwater quality permit or a facility operating under a private stormwater facilities operation and maintenance agreement is a violation of this title. Any person who denies the City Engineer reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this title commits an offense punishable under the general penalty.

12.45.160 Continuing obligations of owners and entities using, occupying, or controlling subject property.

It is unlawful for any entity which exercises control or authority over the maintenance of land, and/or improvements thereto, to fail to comply with the terms of a private stormwater facilities operation and maintenance agreement concerning the property over which they have such rights and/or responsibilities. Any provision of this chapter that creates a responsibility, duty, or obligation on the part of the owner also applies to any entity using, occupying, or in control of the subject property.

12.45.170 Unlawful conduct.

(1) It is unlawful to use land for any purpose for which development approval was conditioned, or permitted, upon the operation and maintenance of a private stormwater facilities operation and maintenance agreement without strict compliance with all terms of such agreement.

(2) It is unlawful to alter, damage, or interfere with any public or private post-construction stormwater quality facility without prior written approval from the City Engineer.

(3) Violation of this section is a misdemeanor punishable under the general penalty and a public nuisance which may be enjoined by the City.

Chapter 12.80 ENFORCEMENT

Sections:

- [12.80.010](#) Violations.
- [12.80.015](#) Enforcement.
- [12.80.020](#) Notices deemed received.
- [12.80.025](#) Emergency suspension of municipal stormwater system access.
- [12.80.030](#) Warning notice.
- [12.80.031](#) Notice of violation.
- [12.80.032](#) Administrative order.
- [12.80.034](#) Permit suspension and revocation.

12.80.035	Stop work order.
12.80.036	Compliance schedule.
12.80.040	Abatement.
12.80.050	Violations deemed a public nuisance.
12.80.060	Penalties.
12.80.070	Appeal.
12.80.080	Remedies not exclusive.

12.80.010 Violations.

(1) It shall be unlawful for any person to violate any provision of, or fail to comply with, any of the requirements of this title. Any person who has violated, or continues to violate, the provisions of this title may be subject to any or all of the enforcement actions outlined in this chapter, or may be restrained by injunction or otherwise abated in a manner provided by law.

(2) Each day a violation occurs or continues shall be considered a separate violation.

12.80.015 Enforcement.

(1) The enforcement actions provided in this chapter are not exclusive; may be exercised singly, simultaneously, or cumulatively; may be combined with any other remedies authorized under law; and may be exercised in any order.

(2) To enforce any of the requirements of this title, the City Engineer may gain compliance by:

- (a) Instituting any or all actions as set out in this chapter;
- (b) Causing appropriate action to be instituted in a court of competent jurisdiction; and/or
- (c) Taking other action as the City Engineer, in the exercise of the City Engineer's discretion, deems appropriate.

12.80.020 Notices deemed received.

Written notices required by this title shall be deemed received by an alleged violator under any of the following circumstances, whichever shall first occur:

(1) Upon personal service to the violator, or the violator's authorized agent, or any person apparently in charge of any office or place of business maintained by the alleged violator; or

(2) Upon execution of any return receipt or other proof of receipt of mail delivery by the alleged violator or any of the persons listed in subsection (1) of this section; or

(3) Three days following mailing by the City, via first-class U.S. Mail, to the alleged violator at the alleged violator's last known residence or place of business; or

(4) Upon proof of actual notice to the alleged violator of the general substance of the written notice.

12.80.025 Emergency suspension of municipal stormwater system access.

When the City Engineer finds that any discharger has violated any provision of this title, or any order issued hereunder, or that the discharger's past violations are likely to recur, and that said violations have caused or contributed to an actual or threatened discharge to the municipal separate storm sewer system or Waters of the State which reasonably appears to present an imminent or substantial endangerment to the health or welfare of people or the environment, the City Engineer may issue an order to the discharger directing an immediate cease and desist of all such violations.

(1) The order will direct the discharger to:

(a) Immediately comply with all title requirements; and
(b) Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

(2) Any person notified of an emergency order directed to him under this title shall immediately comply and stop or eliminate any endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the City Engineer may take such steps as deemed necessary to prevent or minimize harm to the municipal separate storm sewer system or Waters of the State, and/or endangerment to persons or the environment, including immediate termination of the facility's municipal stormwater connection or other municipal utility services.

(3) The City Engineer may require a person that is responsible, in whole or in part, for any discharge presenting imminent danger to submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence. Such written statement shall be submitted to the City Engineer within 30 days of receipt of the order.

(4) A person commits an offense if the person reinstates municipal separate storm sewer system access to premises terminated pursuant to this chapter without the prior approval of the City Engineer.

(5) The City Engineer may allow the discharger to recommence its discharge when it has demonstrated to the satisfaction of the City Engineer that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this chapter.

(6) Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

12.80.030 Warning notice.

When the City Engineer finds that any person has violated, or continues to violate, any provision of this title, or any order issued hereunder, the City Engineer may serve upon that person a written warning notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in

response to the warning notice in no way relieves the alleged violator of liability for any violations occurring before or after the receipt of the warning notice.

12.80.031 Notice of violation.

Whenever the City Engineer finds that a person has violated, or continues to violate, any provision of this title, or any order issued hereunder, the City Engineer may order compliance by written notice of violation to the responsible person stating the nature of the violation(s).

- (1) Such notice may require without limitation any or all of the following:
 - (a) The performance of monitoring, analyses, and reporting;
 - (b) The elimination of illicit connections or illegal discharges;
 - (c) That violating discharges, practices, or operations cease and desist;
 - (d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - (e) The implementation of source controls or best management practices (BMPs); and
 - (f) The submittal of a compliance schedule.

- (2) If abatement of a violation and/or restoration of affected property is required, the notice may set forth a deadline within which a compliance schedule for such remediation or restoration must be completed in accordance with MMC [12.80.036](#). Said notice may further advise that, should the violator fail to remediate or restore the affected property within the deadlines established by and agreed to in the compliance schedule, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be the responsibility of the violator pursuant to MMC [12.80.040](#).

12.80.032 Administrative order.

Whenever the City Engineer finds that a person has violated, or continues to violate, any provision of this title, or any order issued hereunder, the City Engineer may provide a written administrative order stating the nature of the violation(s) and imposing sanctions.

- (1) This order will be served upon the discharger in accordance with MMC [12.80.020](#).
- (2) These sanctions may include:
 - (a) An order requiring corrective action.
 - (b) An order setting penalties as described in MMC [12.80.060](#) in the event corrective action is not undertaken as ordered.
 - (c) An order imposing penalties as described in MMC [12.80.060](#) in lieu of, or in addition to, an order of corrective action.
 - (d) An order requiring payment of City costs incurred as a result of a violation.
 - (e) An order requiring a compliance schedule as described in MMC [12.80.036](#).

(f) Disconnection from the municipal stormwater system pursuant to the rights and procedures set forth concerning emergency suspension of service in MMC [12.80.025](#).

12.80.034 Permit suspension and revocation.

By written notification the City Engineer may suspend or revoke a permit issued under the provisions of this title. Such suspension or revocation may be issued whenever the permit is issued on the basis of incorrect information supplied, or if its issuance or activity thereunder is in violation of any term or condition of the permit, this title, or of other pertinent Federal, State, or local statute, code, or regulation implemented through the enforcement of this title. Suspension or revocation of a permit will be subject to the provisions of MMC [12.80.035](#).

12.80.035 Stop work order.

When a person or entity engages in an activity in such a manner as to cause, or creates a condition which causes, a violation of the provisions of this title or of other pertinent Federal, State, or local statute, code, or regulation implemented through the enforcement of this title, the City Engineer may order all related activities stopped. The City Engineer's order will be served by notice, in writing, to persons engaged in the activity or causing such activity to be undertaken. Such persons shall forthwith stop all related activities until authorized by the City Engineer to proceed with the work.

12.80.036 Compliance schedule.

Following a release to the environment, the City Engineer may require the discharger to submit a compliance schedule. This schedule will be a detailed description of specific actions to be taken to correct, clean, remediate, or restore the environment, structures, or property harmed by the release within a time period acceptable to the City Engineer. The schedule will also address measures to prevent recurrence of the problem. Once approved by the City Engineer, any violation of the compliance schedule is considered a violation of this section.

12.80.040 Abatement.

(1) Immediate Abatement. The City Engineer is authorized to require immediate abatement of any violation of this title that constitutes an immediate threat to the environment or the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the City Engineer, the City of Millersburg is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City of Millersburg shall be fully reimbursed by the property owner and/or responsible party. Any relief obtained under this

section shall not prevent the City from seeking other and further relief authorized under this title.

(2) Abatement by the City. If the violation has not been corrected pursuant to the requirements set forth in any enforcement action issued by the City Engineer under this chapter, or in the event of a decision of an appeal under MMC [12.80.070](#), within 10 days of the decision of the City Council or Appeal Hearings Officer upholding the decision of the City Engineer, the City or a contractor designated by the City Engineer may enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

(3) Recovery of Abatement Costs. Within 30 days after abatement of the nuisance by the City, the City Engineer or his/her designee may prepare a summary of all costs incurred to abate the nuisance, including administrative costs. This summary of costs may be delivered to the same person or persons to whom the enforcement action was sent per MMC [12.80.020](#), or their successors in title, and shall advise of the City's intent to assess said costs against the real property and shall further advise the owner/owners of their right to a hearing before the City Council prior to assessment upon receipt by the City Engineer, within 15 days of the date of receipt of notice, of a written request for a hearing.

(a) If the costs of abatement are not paid to the City within 30 days from the date of the receipt of the summary of costs, said summary shall be presented to the City Council and if the Council finds said costs to be reasonable, the Council shall pass an ordinance or resolution directing the amount of said costs be entered in the docket of City liens; and upon such entry being made, said costs shall constitute a lien upon the property in question. Prior to passing said ordinance or resolution, the Council will afford the property owner/owners a right to be heard by the Council if a written request for hearing has been received by the City Engineer within 30 days of the date of mailing of the aforesaid summary of costs.

(b) The lien shall be enforced and shall bear interest at a rate to be determined by the Council at the time of the ordinance or resolution referred to above. The interest shall commence from the date of entry of the lien in the lien docket and shall have priority over all other liens and assessments to the maximum extent permitted by law.

(c) An error in the name of the property owner/owners/agents shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

12.80.050 Violations deemed a public nuisance.

In addition to the enforcement processes and penalties herein provided, any condition caused or permitted to exist in violation of any of the provisions of this

title is a threat to the environment, public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the City at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the City.

12.80.060 Penalties.

(1) Administrative Fines. When the City Engineer finds that a discharger has violated, or continues to violate, any provision of this title or any order issued hereunder, and that said violations have caused or contributed to an actual or threatened discharge to the municipal stormwater system or Waters of the State which reasonably appears to present an imminent or substantial endangerment to the health or welfare of people or the environment, the City Engineer may fine such discharger. The amount of such administrative fine shall not be less than \$250.00 per violation nor more than \$2,500 per violation. Each day upon which a violation occurs or continues shall constitute a separate violation.

(2) Recovery of Costs Incurred by the City. Any person violating any of the provisions of this title who discharges or causes a discharge producing an obstruction or causes damage to or impairs the City's stormwater system shall be liable to the City for any expense, loss, or damage caused by such violation or discharge. The City may require the discharger to pay for the costs incurred by the City for any cleaning, repair, or replacement work caused by the violation or discharge and for costs incurred by the City in investigating the violation and in enforcing this title against the user, including reasonable administrative costs, fees for testing, attorney fees, court costs, and all expenses of litigation. Refusal to pay the ordered costs shall constitute a violation of this title. The user shall also reimburse the City for any and all fines or penalties levied against the City as a result of a discharge by the user.

(3) Criminal Penalties. It shall be a misdemeanor punishable under the general penalty provisions of Chapter [1.20](#) MMC for any person to violate any provision or fail to comply with any of the requirements of this title. The maximum fine or penalty imposed by the municipal court shall be no less than \$250.00 for each violation and no part of the fine shall be suspended. Each day upon which a violation occurs or continues shall constitute a separate violation. The City may commence an action for appropriate legal and/or equitable relief in the appropriate local court to enforce the penalty or remedy imposed by the City hereunder.

(4) Compensatory Action. In lieu of enforcement proceedings, penalties, and remedies authorized by this title, the City Engineer and alleged violator may agree upon alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

12.80.070 Appeal.

(1) Notwithstanding the provisions of MMC [12.80.025](#) and [12.80.040](#)(1), any person or entity receiving a written notification of an enforcement action under

this title may, within 10 days of the receipt of such notice, request in writing that the City Engineer review the enforcement action. The written request (letter of appeal) shall state all points of disagreement and objection to the enforcement action. Upon receipt of the letter of appeal, a meeting shall be scheduled with the City Engineer of the City of Millersburg, or authorized representative. The City Engineer or authorized representative shall affirm, modify, or dismiss the enforcement action, and shall give written notice of his or her decision to the alleged violator.

(2) Within 10 days of receipt of the City Engineer's written notice of decision outlined above, the alleged violator may appeal the City Engineer's decision by serving a written notice of such appeal in the same manner as provided above. Thereafter, a hearing on such appeal shall be scheduled before City Council of the City of Millersburg, or such Appeal Hearings Officer as the City may appoint for such purpose, at the discretion of the City Manager, considering the nature of the issues presented on appeal and the time constraints, resources, and schedule of the public hearing bodies. Thereafter, the City Council or the Appeal Hearings Officer may render its decision based upon the record of the hearing on the enforcement action, grant an additional hearing to take additional evidence, or conduct a de novo hearing. The City Council or Appeal Hearings Officer, in consultation with the City Attorney, shall establish rules and procedures for the conduct of the appeal in order to accord the discharger lawful due process. The burden of proof, on appeal, shall remain with the City by a preponderance of the evidence. The City Council or Appeal Hearings Officer shall affirm, reverse, or modify the findings, conclusions, and requirements of the enforcement action and shall serve its decision, in writing, upon the discharger. The decision of the City Council or Appeal Hearings Officer shall be final.

12.80.080 Remedies not exclusive.

The remedies listed in this title are not exclusive of any other remedies available under any applicable Federal, State, or local law and it is within the discretion of the City Engineer to seek cumulative remedies. The City Engineer may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this title, including sampling and monitoring expenses.