



## NOTICE OF EXECUTIVE SESSION

**MILLERSBURG CITY COUNCIL  
Millersburg City Hall  
4222 NE Old Salem Road  
Tuesday, June 11, 2019  
5:00 P.M.**

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

**ORS 192.660(2)(e): Conduct deliberations with persons designated by the governing body to negotiate real property transactions.**

**ORS 192.660(2)(h): Consultation with legal counsel regarding the legal rights and duties of a public body with regard to current litigation or litigation to be filed.**

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

**Posted 6/6/19**



**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  
June 11, 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 May 14, 2019 City Council Meeting Minutes
  - 2) Acceptance of Council Approval Report for City Bills
  - Action: \_\_\_\_\_
- F. PRESENTATIONS
  - 1) Linn County Sheriff's Office Report
- G. PUBLIC HEARING
  - 1) State Sharing Revenue Funds
    - i. Resolution 2019-10 – Certifying Eligibility to Receive State Sharing Revenue Funds
    - Action: \_\_\_\_\_
    - ii. Resolution 2019-11 – Election to Receive State Sharing Revenue Funds
    - Action: \_\_\_\_\_
  - 2) FY 2019-20 Budget - Resolution 2019-12 – Adopting Budget & Making Appropriations
  - Action: \_\_\_\_\_
- H. PUBLIC COMMENT
- I. COUNCIL MEMBER AND STAFF COMMENTS
- J. CITY MANAGER'S REPORT
  - 1) Project Updates

K. CITY ATTORNEY'S REPORT

L. UNFINISHED BUSINESS

- 1) Prohibition of Alcohol Consumption in Public Places (City Attorney Reid)

Action: \_\_\_\_\_

M. NEW BUSINESS

- 1) CH2M Hill Contract Amendment #8

Action: \_\_\_\_\_

- 2) David Evans & Associates Contract Amendment #2

Action: \_\_\_\_\_

- 3) Updating Chapter 92 of Municipal Code – Ordinance 152

Action: \_\_\_\_\_

- 4) Approve Capital Improvement Program

Action: \_\_\_\_\_

- 5) Connection Charges & Capital Reimbursement Agreements Resolutions (2019-13 to 2019-16)

Action: \_\_\_\_\_

N. CLOSING PUBLIC COMMENT

O. CLOSING COUNCIL COMMENT

P. ADJOURNMENT

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

Upcoming Meetings & Events:

July 1, 2019 @ 6:00 – Land Use Appeal to City Council



## May 14, 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 6:30 p.m.

B. ROLL CALL

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

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 Sergeant Greg Klein

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

Mayor Lepin noted that he was informed by City Manager Kreitman that Greg Smith has been unavoidably delayed and may not make the meeting. If so, City Manager Kreitman will present on Mr. Smith's behalf.

E. CONSENT AGENDA

1) Approval of April 2, 2019 City Council Work Session Minutes

2) Approval of April 9, 2019 City Council Meeting Minutes

3) 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**

**Councilor Don Miller: Aye**

F. PRESENTATIONS

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

After Sergeant Greg Klein, Linn County Sheriff's Office, went over the report from April 2019, Mayor Lepin noted his belief that the increase in the City's residential base has caused an increase in incidents. City Attorney Reid expressed his appreciation for Sergeant Klein's assistance in handling code enforcement service.

2) Economic Development Update – Greg Smith

City Manager Kreitman went over information provided by Greg Smith, Linn Economic Development Group, regarding an update on various economic development projects in process. Of special note:



- Intermodal/Reload Project – letter of approval to provide service coming from Union Pacific. Other associations have provided letters of support for the project to the Oregon Department of Transportation (ODOT). ODOT will be making a decision at the June 20, 2019 Oregon Transportation Commission.
- Assisted with a number of leads from businesses looking at potential to relocate to Millersburg, including interest in City-owned property.

#### G. PUBLIC COMMENT

None

#### H. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Councilor Cowan asked about an update regarding the guardrail project. Assistant City Manager/City Engineer Booth said she did not have any additional information since last meeting.
- 2) Councilor McPhee said it was good to see the JBO game in the Park on his way to City Hall.

#### I. CITY MANAGER'S REPORT

##### 1) Library Reimbursement Program

City Manager Kreitman brought up past discussion regarding reimbursement programs noting that while the future of recreational reimbursement program was discussed, the library program was not included in that discussion. At this time, the library reimbursement program is out of funds and staff asks if Council wishes for the reimbursement of library expenses through the rest of the fiscal year or would like to discontinue the program. Council agreed that library reimbursements could continue.

##### 2) Project Updates

Assistant City Manager/City Engineer Booth provided an overview of City projects highlighted in the staff report. Some specific notes:

- There was some brief discussion about how many surveys have been received from citizens regarding the Parks Master Plan. Assistant City Manager/City Engineer Booth said the consultant is pleased with response and at last count, early May; about three hundred have been received.
- Regarding the ATI lift station, there is concern that the pumps have not been performing quite as expected. Primarily, they believe there is something wrong with the force main.
- Councilor McPhee asked about status of water/sewer rates project. Assistant City Manager/City Engineer Booth said there is more work to be done to get the consultant the information needed to finish with the study.

#### J. CITY ATTORNEY'S REPORT

##### 1) Prohibiting Drones

City Attorney Reid briefly went over provided staff report regarding the results of his investigation on the City's ability to prohibit drones within the City. He said that the City cannot regulate drones. The only time action can be taken is if someone is flying a drone in a harassing, reckless manner over private property. In this situation, the property owner can contact the Linn County Sheriff's Office.

K. UNFINISHED BUSINESS

1) Connection Fees and Capital Reimbursement Agreements

Assistant City Manager/City Engineer Booth noted that this issue has come before the Council for two other times. She then went over the implementation plan presented in the staff report and as noted in the draft Ordinance. After her presentation, there followed discussion regarding implementation timing, on the need for a public hearing, the timing of fees and how the fees are applied and paid.

Mayor Lepin asked if there is need to have a public hearing on implementation of this fee given that there have been three other meetings. City Attorney Reid noted that he advised to have a public hearing for transparency. After further discussion regarding public notification and impacts, the Council decided to vote on the matter at this time.

Action: **Motion to Adopt Ordinance 151 made by Councilor Dave Harms; seconded by Councilor Don Miller.**

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

City Manager Kreitman asked for clarification that the Council was okay with providing those currently in process a one year exemption. The Council acknowledged that they were okay with that process.

L. NEW BUSINESS

1) Parking on Amanda Lane

Assistant City Manager/City Engineer Booth went over staff report and then followed discussion on the background that led to the need for no parking on Amanda Lane. Over the past, residents, particularly on Waverly, complained about issues with the parking and inability to get through those streets. In addition, the Linn County Sheriff's Office has expressed concerns about their inability to address concerns because the streets are not signed as no parking. However, the major concern was that due to the streets' narrow widths, there are safety issues for emergency vehicle access.

Ron Anderson, owner of the duplexes on Amanda Lane, gave a presentation regarding the desire to not designate Amanda Lane as no parking. There followed a lengthy discussion regarding various options to resolve the issue, including discussion on how many spaces are needed to allow for guests, maintenance workers, and other visitors to residents on Amanda Lane.

Councilor McPhee noted that a few of the lots seemed to have some extra room and wondered about the possibility of Mr. Anderson adding an extra parking spot on the duplexes' property. Mr. Anderson said those are the lots with the space for parking; however, the issue is with the others duplexes where that extra space doesn't exist.

City Attorney Reid commented that on the west side of Amanda, halfway down, there seemed to be a large open lot and asked if Mr. Anderson couldn't put in a private parking lot in that area. Mr. Anderson said that was possible but said that is a significant distance for walking. Then City Attorney Reid pointed out another place. Mr. Anderson said there are significant grade changes in that area. He also noted that the Council is asking him to take on additional expenses for a non-issue.

Councilor Harms said he counted about 26 spots for 12 places (6 duplexes-12 units) and wondered how many parking spaces is enough—how many would the tenants want. Mr. Anderson said the majority of the tenants' needs are met except where there's a gathering, maintenance, or showings.

After some lengthy discussion with Mr. Anderson regarding emergency vehicle access on "skinny" streets like Amanda Lane, Councilor Harms again asked how many parking spots were needed. Mr. Anderson believes that 12-14 spots would be needed. He then pointed out an image of a pick-up truck parked in the cul-de-sac and asked as a minimum to not ban parking on cul-de-sacs. City Manager Kreitman noted that cul-de-sacs are supposed to be for emergency vehicle turnaround.

Mayor Lepin said he believes the Council needs to have the signs posted and that any additional parking added to Amanda needed to be paid for by Mr. Anderson as he owns the property Amanda Lane services.

At the end of the discussion, the Council determined that the no parking signs would go up on Amanda Lane; however, City staff and Mr. Anderson would meet to explore parking options.

2) Possession of Alcohol in Public Areas – Ordinance

City Attorney Reid reviewed the staff report with the Council. Discussion followed specifically around the proposed Ordinance acting as a tool that gives the Linn County Sheriff's Office the ability to address concerns with public drunkenness. The Council decided that City Attorney Reid would work on revising the proposed ordinance to address intoxication as a violation and disorderly conduct.

3) Vacation of Sewer Easement

City Manager Kreitman went over staff report. The sewer easement for Phase III Sweetwater Estates is no longer needed since the design has been approved.

Action: **Motion to Release a Portion of Sanitary Sewer Easement made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

**Ordinance 148**

<b>Mayor Jim Lepin:</b>	<b>Aye</b>
<b>Councilor Scott Cowan:</b>	<b>Aye</b>
<b>Councilor Dave Harms:</b>	<b>Aye</b>
<b>Councilor Scott McPhee:</b>	<b>Aye</b>
<b>Councilor Don Miller:</b>	<b>Aye</b>

4) Ordinance 147 – Revise Violation Class

City Attorney Reid explained the reason for the revision to Ordinance 147 by changing the penalty from a Class D Penalty to a Class C Misdemeanor.

Action: **Motion to Revise Ordinance 147 to Adopt violation to a Class C Misdemeanor from a Class D Penalty made by Councilor Dave Harms; seconded by Councilor Don Miller.**

<b>Mayor Jim Lepin:</b>	<b>Aye</b>
<b>Councilor Scott Cowan:</b>	<b>Aye</b>
<b>Councilor Dave Harms:</b>	<b>Aye</b>
<b>Councilor Scott McPhee:</b>	<b>Aye</b>
<b>Councilor Don Miller:</b>	<b>Aye</b>

M. CLOSING PUBLIC COMMENT

None

N. CLOSING COUNCIL & STAFF COMMENT

- 1) Councilor Miller said a resident, at the recent open house, asked why the City Council meeting was at 6:30 p.m. when other City meetings were at 6:00 p.m. Discussion followed the changes over the years among the various City groups. Several Council members noted they were good with 6 or 6:30 p.m. Councilor McPhee said his only concern was that some people had late nights with sports and things going on so there may be more struggles to attend. City staff would seek resident input.
- 2) City Manager Kreitman shared with the Council the plaque created to honor Mayor Clayton Wood for his service to the City of Millersburg.

O. ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Respectfully submitted:

Kimberly Wollenburg  
City Recorder

Reviewed by:

Kevin Kreitman  
City Manager

Upcoming Meetings & Events:

May 15, 2019 @ 6:00 p.m. – Budget Committee Meeting & Public Hearing  
May 21, 2019 @ 6:00 p.m. – Planning Commission Public Hearing

**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
<b>601</b>	<b>Aaron Hoffine</b>								
05162019	05/21/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Aaron Hoffine	05/21/19	\$152.00	\$152.00	01-2301	PARKS & RECREATION	\$15,000.00	\$4,682.00
					<b>\$152.00</b>				
<b>763</b>	<b>Architectural Metalcrafters, Inc., PO Box 1243, Clackamas, OR, 97015</b>								
24517	05/20/19	OFFICE EXPENSES - Bronze Plaque	05/30/19	\$1,275.00	\$1,275.00	01-1352	OFFICE EXPENSES	\$20,000.00	\$13,205.73
					<b>\$1,275.00</b>				
<b>539</b>	<b>Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>								
3112884	05/03/19	CONTRACTED SERVICES - Astrid Hesberg	06/03/19	\$486.20	\$486.20	01-1332	CONTRACTED SERVIC	\$99,500.00	\$50,382.81
3113647	05/10/19	CONTRACTED SERVICES - Astrid Hesberg	06/10/19	\$486.20	\$486.20	01-1332	CONTRACTED SERVIC	\$99,500.00	\$50,382.81
3113652	05/10/19	PARK SUPPLIES & MAINTENANCE - Amanda Johnston	06/10/19	\$93.60	\$93.60	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$19,421.24
3112884	05/03/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR - Mark Yeager	06/03/19	\$260.00	\$260.00	03-1312	MUNICIPAL SEPARATE	\$2,000.00	(\$18,389.08)
3113647	05/10/19	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR - Mark Yeager	06/10/19	\$260.00	\$260.00	03-1312	MUNICIPAL SEPARATE	\$2,000.00	(\$18,389.08)
					<b>\$1,586.00</b>				
<b>48</b>	<b>Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838</b>								
4021829017	05/14/19	CITY HALL MAINTENANCE & SUPPLIES	05/24/19	\$148.17	\$148.17	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$12,805.40
4021829029	05/14/19	CITY HALL MAINTENANCE & SUPPLIES	05/24/19	\$93.27	\$93.27	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$12,805.40
4021829030	05/14/19	PARK SUPPLIES & MAINTENANCE - Cintas	05/24/19	\$126.60	\$126.60	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$19,421.24
					<b>\$368.04</b>				
<b>50</b>	<b>City of Albany, PO Box 490, Albany, OR, 97321</b>								
05312019	04/17/19	CALL-A-RIDE	05/31/19	\$1,128.00	\$1,128.00	01-1324	CALL-A-RIDE	\$3,000.00	\$1,182.00
05302019	04/30/19	LEGAL SERVICES - CH2M Hill Litigation Costs	05/31/19	\$4,257.60	\$4,257.60	01-1339	LEGAL SERVICES	\$75,000.00	\$64,002.93
0021095	05/20/19	CONTRACTED FIRE SERVICES	06/15/19	\$285,003.75	\$285,003.75	01-4301	CONTRACTED FIRE SE	\$1,000,000.00	\$39,988.75
0021095	05/20/19	EQUIPMENT REPLACEMENT TO ALBANY	06/15/19	\$35,000.00	\$35,000.00	01-4402	EQUIPMENT REPLACE	\$35,000.00	\$35,000.00
05292019	04/30/19	O&M SEWER PLANT	05/30/19	\$34,310.64	\$34,310.64	04-1304	O&M SEWER PLANT	\$170,000.00	\$24,231.56
05292019	04/30/19	O&M SEWER PLANT	05/30/19	\$4,754.90	\$4,754.90	04-1304	O&M SEWER PLANT	\$170,000.00	\$24,231.56
05292019	04/30/19	O&M COLLECTION SYSTEM	05/30/19	\$10,009.87	\$10,009.87	04-1305	O&M COLLECTION SYS	\$175,000.00	\$91,038.74
05292019	04/30/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL	05/30/19	\$395.70	\$395.70	04-1328	SEWER MISCELLANEO	\$25,000.00	(\$3,687.86)
05292019	04/30/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	05/30/19	\$4,083.65	\$4,083.65	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$40,214.44
0021504	04/15/19	O&M TRANSMISSION LINES	05/15/19	\$31,847.15	\$31,847.15	05-1304	O&M TRANSMISSION LI	\$80,000.00	(\$40,134.76)
0021504	04/15/19	O&M Water Treatment Plant	05/15/19	\$57,950.70	\$57,950.70	05-1305	O&M Water Treatment PI	\$310,000.00	\$126,520.30
0021504	04/15/19	WATER RECLAMATION PLANT CAPITAL PROJECTS	05/15/19	\$8,607.96	\$8,607.96	05-1408	WATER RECLAMATION	\$89,700.00	\$77,165.37
					<b>\$477,349.92</b>				
<b>762</b>	<b>Code Publishing Co, 9410 Roosevelt Way NE, Seattle, WA, 98115-2844</b>								



**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
		07172018	05/21/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Michelle McGee	05/21/19	\$80.00	\$80.00	01-2301	PARKS & RECREATION	\$15,000.00	\$4,682.00
							<b>\$80.00</b>				
<b>55</b>	<b>Mid-Valley Newspapers, PO Box 742548, Cincinnati, OH, 45274-2548</b>										
		108518-1	05/05/19	BIDS PUBLICATION	05/20/19	\$152.80	\$152.80	01-1306	BIDS PUBLICATION	\$500.00	(\$224.00)
							<b>\$152.80</b>				
<b>761</b>	<b>Mike's Heating and Air, PO BOX 748, Albany, OR, 97321</b>										
		152567	05/14/19	OFFICE EXPENSES	05/14/19	\$721.00	\$721.00	01-1352	OFFICE EXPENSES	\$20,000.00	\$13,205.73
							<b>\$721.00</b>				
<b>764</b>	<b>Patricia Bishop</b>										
		05042019	05/21/19	LIBRARY SERVICES - Patricia Bishop	05/21/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$40.00
							<b>\$40.00</b>				
<b>41</b>	<b>Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167</b>										
		06012019	05/16/19	MEDICAL INSURANCE - Providence through June 2019	06/01/19	\$6,938.35	\$6,938.35	01-1211	MEDICAL INSURANCE	\$85,000.00	\$18,115.70
							<b>\$6,938.35</b>				
<b>631</b>	<b>Teresa Kralj</b>										
		05102019	05/21/19	LIBRARY SERVICES - Teresa Kralj	05/21/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$40.00
							<b>\$40.00</b>				
<b>615</b>	<b>Travis &amp; Katie Younger</b>										
		02182019	05/21/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Katie Younger	05/21/19	\$144.00	\$144.00	01-2301	PARKS & RECREATION	\$15,000.00	\$4,682.00
							<b>\$144.00</b>				
<b>Total Bills To Pay:</b>							<b>\$496,880.57</b>				





**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
		06052019	05/28/19	PARK SUPPLIES & MAINTENANCE - mower fixed	06/05/19	\$89.20	\$89.20	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$19,201.04
							<b>\$89.20</b>				
<b>561</b>	<b>Kimberly Wollenburg</b>										
		06012019	06/01/19	Cell Phone Reimbursement - Kimberly Wollenburg	06/01/19	\$105.00	\$105.00	01-1358	TELEPHONE	\$7,000.00	\$4,697.55
							<b>\$105.00</b>				
<b>12</b>	<b>Linn County Sheriff's Office, 1115 Jackson Street SE, Albany, OR, 97322</b>										
		2018/2019	05/22/19	LINN COUNTY CONTRACTED SHERIFF - Q4 Payment	05/22/19	\$22,035.00	\$22,035.00	01-4302	LINN COUNTY CONTRA	\$91,300.00	\$25,195.00
							<b>\$22,035.00</b>				
<b>117</b>	<b>Memorial Middle School, 1050 SW Queen Avenue, Albany, OR, 97321</b>										
		05242019	05/24/19	PARK SHELTER USER FEES	05/24/19	\$40.00	\$40.00	01-2102	PARK SHELTER USER	\$5,000.00	(\$1,700.00)
							<b>\$40.00</b>				
<b>585</b>	<b>MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553</b>										
		8714	05/21/19	Planning Consulting through April 2019	06/21/19	\$8,000.00	\$8,000.00	01-1353	CONSULTANTS - PLAN	\$80,000.00	\$14,726.67
							<b>\$8,000.00</b>				
<b>13</b>	<b>Sean Shearer</b>										
		01062019	06/01/19	Cell Phone Reimbursement - Sean Shearer	06/01/19	\$105.00	\$105.00	01-1358	TELEPHONE	\$7,000.00	\$4,697.55
							<b>\$105.00</b>				
							<b>\$35,858.24</b>				
<b>Total Bills To Pay:</b>								<b>\$35,858.24</b>			



# LINN COUNTY SHERIFF'S OFFICE

**Jim Yon, Sheriff**

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

## 2019

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

FOR THE MONTH OF: **May**

TRAFFIC CITATIONS: _____	3
TRAFFIC WARNINGS: _____	18
TRAFFIC CRASHES: _____	3
ADULTS CITED/VIOLATIONS: _____	0
ADULTS ARRESTED : _____	0
JUVENILES CITED/VIOLATIONS: _____	0
JUVENILES ARRESTED: _____	0
COMPLAINTS/INCIDENTS INVESTIGATED: _____	137
TRAFFIC HOURS: _____	7.5
ADMINISTRATION HOURS: _____	4

**TOTAL HOURS SPENT: MILLERSBURG 118**

**CONTRACT HOURS= 113 HOURS**

**Jim Yon,  
Sheriff, Linn County**

**By: Sergeant Greg Klein**

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing to provide the public the opportunity to comment on proposed uses of Oregon State Revenue Sharing Funds for fiscal year July 1, 2019 to June 30, 2020 will be held during the regularly scheduled City Council meeting in the City Council Chambers at the Millersburg City Hall, 4222 NE Old Salem Road, Millersburg, Oregon. The hearing will take place on June 11, 2019 @ 7:00 p.m. All citizens are invited to attend to provide written and oral comments on the proposed use of these resources.

## RESOLUTION 2019-10

### A RESOLUTION CERTIFYING THAT THE CITY OF MILLERSBURG PROVIDES THE MUNICIPAL SERVICES REQUIRED BY OREGON REVISED STATUTES 221.760 IN ORDER TO RECEIVE STATE SHARED REVENUES

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the more recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- 1) Police Protection
- 2) Fire Protection
- 3) Street Construction, Maintenance, Lighting
- 4) Sanitary Sewer
- 5) Storm Sewer
- 6) Planning, Zoning, Subdivision Control
- 7) One or More Utility Services

and,

WHEREAS, the City of Millersburg recognizes the desirability of assisting the State officer responsible for determining the eligibility of cities to receive State Shared Revenues under ORS 323.455, 366.785 to 366.820 and 471.805; and,

WHEREAS, the City of Millersburg is a city located within a county having more than 100,000 inhabitants;

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

Section 1. The City of Millersburg hereby certifies it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

1. Police Protection
2. Fire Protection
3. Street Construction, Maintenance, and Lighting
4. Sanitary Sewer
5. Planning, Zoning, and Subdivision control
6. Water Utility System

Section 2. The City Recorder shall take all steps necessary to carry out the intent of this Resolution, including transmitting a certified copy of this Resolution to the State of Oregon, Department of Administrative Services, to establish the City's eligibility for State Shared Revenues.

**ADOPTED** this 11th day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg

ATTEST:

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Kimberly Wollenburg  
City Recorder

## RESOLUTION NO. 2019-11

### A RESOLUTION DECLARING THE CITY OF MILLERSBURG'S ELECTION TO RECEIVE STATE SHARING REVENUE FUNDS PURSUANT TO SECTION 221.770 OF THE OREGON REVISED STATUTES

**WHEREAS**, ORS 221.770 requires the City Council adopt a resolution declaring the City of Millersburg's election to receive State Sharing Revenue Funds; and

**WHEREAS**, the 2019-20 budget for the City of Millersburg contains State Sharing Revenue Funds as a resource; and

**WHEREAS**, the Budget Committee held a public hearing to discuss the possible uses of State Sharing Revenue Funds on April 30, 2019, and the City Council held a public hearing on June 11, 2019 to discuss the proposed use of the funds for fiscal year 2019-20, giving citizens an opportunity to comment on use of State Sharing Revenue Funds; and,

**WHEREAS**, the City levied a property tax for the preceding fiscal year, beginning July 1, 2018;

**NOW THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF MILLERSBURG, a municipal corporation of the State of Oregon, as follows:

Section 1. Pursuant to ORS 221.770, the City of Millersburg elects to receive state revenues for fiscal year 2019-20.

Section 2. The City Recorder of the City of Millersburg is hereby directed to file a copy of this Resolution with the Department of Administrative Services of the State of Oregon.

**ADOPTED** this 11th day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg

ATTEST:

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Kimberly Wollenburg  
City Recorder

## RESOLUTION 2019-12

A RESOLUTION ADOPTING THE 2019-2020 BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES FOR FISCAL YEAR 2019-2020

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### ADOPTING THE BUDGET

**BE IT RESOLVED**, that the City Council of the City of Millersburg hereby adopts the budget for fiscal year 2019-2020 in a total of \$ 21,098,620 now on file at City Hall.

### MAKING APPROPRIATIONS

**BE IT RESOLVED**, that the amounts for the fiscal year beginning July 1, 2019, and for the purposes shown below, are hereby appropriated.

	Proposed	Approved	Adopted
GENERAL FUND	5,409,521	5,417,594	5,417,594
STREET FUND	731,829	890,098	890,098
STORMWATER FUND	508,661	508,661	508,661
SEWER ENTERPRISE UTILITY FUND	1,363,153	1,363,153	1,363,153
WATER ENTERPRISE UTILITY FUND	1,406,961	1,406,961	1,406,961
Total 2019-2020 Appropriated Funds	9,420,124	9,586,466	9,586,466
Total Unappropriated Funds	1,758,232	1,808,059	1,808,059
Total Reserve Funds	9,862,364	9,704,095	9,704,095
<b>Total 2019-2020 Adopted Budget</b>	<b>21,040,720</b>	<b>21,098,620</b>	<b>21,098,620</b>

### IMPOSING AND CATERGORIZING TAXES

**BE IT RESOLVED**, that the City Council of the City of Millersburg hereby imposes the taxes provided for in the adopted budget in the amount, or at the rate, per \$1,000 of assessed value of \$3.50 for operations, and that these taxes are hereby imposed and categorized for purposes of Article XI Section 11b for tax year 2019-2020 upon the assessed value of all taxable property within the City.

General Fund                      \$3.50/\$1,000 - General Government Limitation

**Resolved and adopted by the Council June 11, 2019.**

**ATTEST:**

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Jim Lepin, Mayor  
City of Millersburg

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Kimberly Wollenburg  
City Recorder



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: City Staff  
DATE: June 6, 2019 for Council Meeting June 11, 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 following tasks for the Parks Master Plan have been completed to date:

- Community survey mailed to all addresses within the City. Online survey to close at 8:00 PM on 6/7/19. Approximately 385 survey responses have been received.
- Stakeholder meetings and phone calls.
- A Public Meeting (Open House) took place on 5/7.
- An assessment of the Millersburg Park took place on 5/7.

The consultant is working on compiling the survey results, along with input from the open house. He will review the survey data, highlight site assessment information, and start talking through ideas about goals, recommendations, and projects with the Parks Committee at the next Parks Committee meeting scheduled for 4:00 PM on July 11.

### **Water and Sewer Rate Study:**

The consultant has completed the model of the water and sewer rates and will present the financial plan and proposed rate structure at a work session on June 25.

### **Fire Station Landscaping:**

A contractor has been hired to install landscaping in front of the temporary fire station. Landscaping will be low-maintenance and consist of trees, shrubs, hardscape, and irrigation. The work is scheduled to take place June 24-29.



**City Hall Security Cameras:**

We have received three quotes for this project. We are evaluating the proposals and plan to make a decision by July 1.

**Seasonal Maintenance:**

The City's maintenance schedule for vegetation in detention basins and road right-of-ways has been posted to the City website. Because of limited staff and equipment resources, this schedule may be adjusted as required to respond to needs within the City.

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

<b>Week of</b>	<b>Road Right-of-Way</b>	<b>Detention Basin</b>
5/27	Woods Road south	Eagle's Nest
6/3	Conser Road	Woods Estates
6/10	Morningstar Road, Old Salem Road north of Morningstar	Hoffman Estates
6/17	Old Salem Road from Conser to Morningstar	Morningstar Estates
6/24	Millersburg Drive west of Woods Road	Becker Ridge North
7/1	Millersburg Drive east of Woods Road	Eagle's Nest
7/8	Woods Road north	Woods Estates
7/15	Woods Road south	Hoffman Estates
7/22	Conser Road	Morningstar Estates
7/29	Morningstar Road, Old Salem Road north of Morningstar	Becker Ridge North
8/5	Old Salem Road from Conser to Morningstar	Eagle's Nest
8/12	Millersburg Drive west of Woods Road	Woods Estates
8/19	Millersburg Drive east of Woods Road	Hoffman Estates
8/26		Morningstar Estates
9/2	Prep for Millersburg Celebration – Road Right-of-Ways	
9/9	Prep for Millersburg Celebration	

Additionally, City staff received information and recommendations from the Parks Master Plan consultant regarding management of hedges and blackberries. The recommendation for long-term blackberry management is to wait until the end of the main growing period and then apply herbicide prior to berry production. Because of the vigorous rate of growth during the main

growing season, applying herbicide during this time will likely only result in localized withering of vegetation but not significantly impact the plant itself.

If canes are cut back prior to application of herbicide it can be more difficult to apply the herbicide without impacting the hedge. Leaving the blackberry canes until the end of the growing season may be visually unappealing and raise questions regarding staff attention to the problem. However, this should result in a more effective management strategy in the long run.

ID	Task Mode	Task Name	Duration	Start	Finish	Pred	Resource Names	Gantt Chart																											
								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
1	?	<b>Millersburg Tasks</b>																																	
2	?																																		
3	?	<b>Charter and Council</b>	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	?	<b>Ordinances and Code</b>	260 days	Wed 1/2/19	Tue 12/31/19		Forrest, Kim, Kevin																												
9	?	Update Code of Ordinances - change to Municipal Code	260 days	Wed 1/2/19	Tue 12/31/19																														
10	?	Resolutions - need to update water resolution with new billing cycle CO 50.05	151 days	Wed 1/2/19	Wed 7/31/19																														
11	?	Update ordinances to include water and storm utility systems																																	
12	?	Comprehensive Plan Update	260 days	Wed 1/2/19	Tue 12/31/19																														
13	?																																		
14	?	<b>Policies, Procedures, and Standards</b>	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	?	<b>Safety procedures and training</b>	260 days	Wed 1/2/19	Tue 12/31/19		Kevin, Janelle																												
21	?	Safety manual																																	
22	?	Staff training plans																																	
23	?	Ergo evaluations																																	
24	?	PPE																																	
25	?																																		
26	?	<b>Budget</b>	120 days	Mon 1/14/19	Fri 6/28/19																														
27	?	<b>2019-2020 Budget</b>	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	?	<b>Equipment life/replacement costs tracking</b>	260 days	Wed 1/2/19	Tue 12/31/19																														
34	?	City Hall Equipment																																	
35	?	Parks/Maintenance Equipment																																	
36	?	Fire Station																																	
37	?																																		
38	?	<b>City Hall work</b>	260 days	Wed 1/2/19	Tue 12/31/19																														
39	?	<b>Council Chambers</b>																																	
40	?	Upgrade audio and video system	128 days	Wed 1/2/19	Fri 6/28/19																														
41	?	Council dias																																	
42	?	Consider new audience chairs?																																	
43	?	Records Room reorganization - rolling files	128 days	Wed 1/2/19	Fri 6/28/19		Kim, Kevin																												
44	?	Office space modifications	128 days	Wed 1/2/19	Fri 6/28/19		Kevin, Kim																												
45	?	Upgrade phone system?					Jake																												
46	?	Broadband					Kevin																												
47	?	Walking path around north end of City Hall																																	
48	?	Security cameras on City Hall exterior					Jake																												
49	?																																		
50	?	<b>Planning, Building, and Development</b>	260 days	Wed 1/2/19	Tue 12/31/19																														
51	?	Complete Land Use Development Code Revision	127.25 day	Wed 1/2/19	Fri 6/28/19		John Morgan																												
52	?	Consider UGB expansion	1 day	Wed 1/2/19	Wed 1/2/19		John, Kevin, Janelle																												
53	?	Buildable Lands Inventory and Housing Needs Analysis																																	
54	?	Update planning fees					John, Matt																												
55	?	Ability to get on County online system for building permit	84 days	Tue 7/2/19	Fri 10/25/19		Kevin, Janelle																												
56	?	Engineering standards	105 days	Mon 2/4/19	Fri 6/28/19		Janelle																												

Project: Task List  
Date: Thu 6/6/19

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	Pred	Resource Names	Gantt Chart																												
								February				March				April				May				June				July				August				
								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
57	🚩	Connection Fees/Reimbursement Agreement	115 days	Wed 1/2/19	Tue 6/11/19		Janelle,Jeff																													
58	?																																			
59	🚩	<b>Economic Development</b>	260 days	Wed 1/2/19	Tue 12/31/19																															
60	?	Consider business license																																		
61	?	Access to City property west of tracks																																		
62	?	Consider fuel tax																																		
63	?	Consider transient room tax																																		
64	🚩	Wetland delineation for city owned property	207 days	Mon 3/18/19	Tue 12/31/19																															
65	📁																																			
66	🚩	<b>Fire Station Permanent</b>	247 days	Mon 1/21/19	Tue 12/31/19																															
67	🚩	Select Site	115 days	Mon 1/21/19	Fri 6/28/19		Kevin,Janelle																													
68	🚩	RFQ to Select Designer	40 days	Mon 6/3/19	Fri 7/26/19		Kevin,Janelle																													
69	🚩	Select Design Firm	45 days	Mon 7/29/19	Fri 9/27/19		Kevin,Janelle																													
70	🚩	Preliminary Design	67 days	Mon 9/30/19	Tue 12/31/19		Kevin,Janelle																													
71	📁																																			
72	🚩	<b>Parks</b>	260 days	Wed 1/2/19	Tue 12/31/19																															
73	✓	Review reservation fees	128 days	Wed 1/2/19	Fri 6/28/19		Jake																													
74	✓	Park safety inspection checklist	63 days	Wed 1/2/19	Fri 3/29/19		Janelle,Sean																													
75	🚩	<b>Parks Master Plan</b>	217 days	Wed 1/2/19	Thu 10/31/19		Janelle																													
76	✓	Parks Maintenance Plan	63 days	Wed 1/2/19	Fri 3/29/19		Janelle																													
77	?	Remote control of irrigation system																																		
78	📁																																			
79	🚩	<b>Utilities</b>	260 days	Wed 1/2/19	Tue 12/31/19		Kevin,Janelle,consultant																													
80	✓	New utility billing and GL system selection	1 day	Fri 6/28/19	Fri 6/28/19		Kim																													
81	🚩	<b>Rates</b>	194 days	Wed 1/2/19	Mon 9/30/19																															
82	🚩	Water	151 days	Wed 1/2/19	Wed 7/31/19																															
83	🚩	Sewer	151 days	Wed 1/2/19	Wed 7/31/19																															
84	🚩	Stormwater	151 days	Mon 3/4/19	Mon 9/30/19																															
85	🚩	<b>SDCs</b>	217 days	Wed 1/2/19	Thu 10/31/19																															
86	🚩	Water	151 days	Wed 1/2/19	Wed 7/31/19																															
87	🚩	Sewer	151 days	Wed 1/2/19	Wed 7/31/19																															
88	🚩	Streets	129 days	Fri 2/1/19	Wed 7/31/19																															
89	🚩	Stormwater	172 days	Fri 2/1/19	Mon 9/30/19																															
90	🚩	Parks	39 days	Mon 9/9/19	Thu 10/31/19																															
91	?																																			
92	🚩	<b>Stormwater</b>	260 days	Wed 1/2/19	Tue 12/31/19																															
93	✓	Complete Stormwater Master Plan	15 days	Wed 1/2/19	Tue 1/22/19																															
94	✓	TMDL matrix revision	51 days	Mon 1/21/19	Mon 4/1/19																															
95	🚩	Stormwater/drainage flyer	105 days	Mon 2/4/19	Fri 6/28/19																															
96	🚩	Crooks Creek north trib project	194 days	Mon 2/4/19	Thu 10/31/19																															
97	🚩	Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement plan	173 days	Wed 1/2/19	Fri 8/30/19		Janelle																													
98	🚩	Have Millersburg storm drain facilities added to Albany GIS system	151 days	Wed 1/2/19	Wed 7/31/19		Janelle																													
99	🚩	Erosion Control Permit Program	150 days	Mon 2/4/19	Fri 8/30/19		Janelle																													
100	🚩	Develop inspection and maintenance program	105 days	Mon 2/4/19	Fri 6/28/19		Janelle																													
101	?																																			
102	🚩	<b>Water</b>	260 days	Wed 1/2/19	Tue 12/31/19																															
103	🚩	Evaluate DRC contract	65 days	Mon 4/1/19	Fri 6/28/19		Janelle																													
104	🚩	Water master plan - submit finance component	151 days	Wed 1/2/19	Wed 7/31/19		Janelle																													
105	🚩	Annual water audit	125 days	Mon 1/7/19	Fri 6/28/19		Janelle,Kim																													
106	🚩	Consider weather station on park irrigation system	128 days	Wed 1/2/19	Fri 6/28/19		Janelle,Sean																													
107	🚩	OHA requirements tracking	260 days	Wed 1/2/19	Tue 12/31/19		Janelle																													
108	?																																			
109	🚩	<b>Sewer</b>	260 days	Wed 1/2/19	Tue 12/31/19																															
110	✓	Manhole grouting	18 days	Wed 1/2/19	Fri 1/25/19		Janelle																													
111	🚩	Finish lift station project	128 days	Wed 1/2/19	Fri 6/28/19		Janelle																													
112	🚩	Evaluate flow monitoring contract	65 days	Mon 4/1/19	Fri 6/28/19		Janelle																													

Project: Task List  
Date: Thu 6/6/19

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	Pred	Resource Names	Gantt Chart																											
								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
113		Reuse water study	260 days	Wed 1/2/19	Tue 12/31/19		Janelle, Kevin																												
114																																			
115		<b>Tranportation/Streets</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>																														
116		Bridge and pavement reporting to ODOT	23 days	Wed 1/2/19	Fri 2/1/19		Janelle																												
117		Street striping program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle																												
118		Crack seal/slurry seal program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle																												
119		OSR/I-5 guardrail evaluation			Wed 7/31/19		Janelle																												
120																																			
121		<b>Miscellaneous</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>																														
122		Newsletter	260 days	Wed 1/2/19	Tue 12/31/19		Kim																												
123		Post utility rate and SDC info to website once changes are adopted	175 days	Mon 4/1/19	Fri 11/29/19		Janelle, Kim																												
124		Change city name for addressing			Tue 6/30/20		Kevin																												
125		Complaint form	1 day	Wed 1/2/19	Wed 1/2/19																														
126																																			
127		<b>HR</b>	<b>85 days</b>	<b>Wed 1/2/19</b>	<b>Tue 4/30/19</b>																														
128		Annual evaluation form	22 days	Wed 1/2/19	Thu 1/31/19		Kevin, Janelle																												
129		Update employee manual	135 days	Wed 1/2/19	Tue 7/9/19		Kevin, Forrest																												
130		Update maintenance job descriptions	128 days	Wed 1/2/19	Fri 6/28/19		Janelle																												

Project: Task List  
Date: Thu 6/6/19

	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		





Project: Task List  
Date: Thu 6/6/19

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











TO: Millersburg City Council  
FROM: Forrest Reid, City Attorney  
DATE: 5/27/19 for the 6/11/19 City Council Meeting  
SUBJECT: Prohibition of Alcohol Consumption in Public Places within the City of Millersburg

Action Requested: Discuss and provide guidance to staff.

**Discussion:**

Question: May Millersburg create an Ordinance prohibiting public intoxication, public drinking, drunk and disorderly conduct, and vagrancy involving alcoholic beverages?

Answer: No. ORS 430.402 prohibits Millersburg from outlawing public intoxication, public drinking, drunk and disorderly conduct, and vagrancy involving alcoholic beverages.

**430.402 Prohibitions on local governments as to crimes involving use of alcohol, cannabis or drugs.** (1) A political subdivision in this state shall not adopt or enforce any local law or regulation that makes any of the following an offense, a violation or the subject of criminal or civil penalties or sanctions of any kind:

- (a) Public intoxication.
- (b) Public drinking, except as to places where any consumption of alcoholic beverages is generally prohibited.
- (c) Drunk and disorderly conduct.
- (d) Vagrancy or other behavior that includes as one of its elements either drinking alcoholic beverages or using cannabis or controlled substances in public, being an alcoholic or a drug-dependent person, or being found in specified places under the influence of alcohol, cannabis or controlled substances.
- (e) Using or being under the influence of cannabis or controlled substances.

(2) Nothing in subsection (1) of this section shall affect any local law or regulation of any political subdivision in this state against driving while under the influence of intoxicants, as defined in ORS 813.010, or other similar offenses that involve the operation of motor vehicles. [Formerly 430.325; 2017 c.21 §60]

On April 18, 2019, the Oregon Supreme Court upheld the validity of ORS 430.402 in *State of Oregon v. Uroza-Zuniga*, 364 Or 682 (2019).

As a result, current Oregon law allows alcohol consumption 24 hours/day at all public places in Millersburg unless prohibited by City Ordinance.

ORS 161.015(10) defines a public place as “a place to which the general public has access and includes, but is not limited to, hallways, lobbies and other parts of apartment houses and hotels not constituting rooms or apartments designed for actual residence, and highways, streets, schools, places of amusement, parks, playgrounds and premises used in connection with public passenger transportation.”

Therefore, the questions for this Council are:

- 1) Do you want to prohibit alcohol consumption in **the Millersburg City Park** unless a permit is granted?
- 2) Do you want to prohibit alcohol consumption in:
  - A) **Acorn Park?** If yes, only with a permit from the Millersburg City Hall?
  - B) **That part of Talking Waters Garden located in the City of Millersburg?** If yes, only with a permit from the Millersburg City Hall?
  - C) **All public places within the City of Millersburg?**

If the Council is concerned about intoxicated individual(s) making unreasonable noise, fighting, or obstructing vehicular or pedestrian traffic on a public way, ORS 166.025, Disorderly Conduct in the Second Degree, provides authority for the Linn County Sheriff's Office to arrest such individuals. Again, the arrest for Disorderly Conduct in the Second Degree is not made because the person(s) is intoxicated, but rather that the person(s) is engaging in prohibited conduct, which most likely is enhanced as a result of that person(s) being intoxicated.

**166.025 Disorderly conduct in the second degree.** (1) A person commits the crime of disorderly conduct in the second degree if, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, the person:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior;
- (b) Makes unreasonable noise;
- (c) Disturbs any lawful assembly of persons without lawful authority;
- (d) Obstructs vehicular or pedestrian traffic on a public way;
- (e) Initiates or circulates a report, knowing it to be false, concerning an alleged or impending fire, explosion, crime, catastrophe or other emergency; or
- (f) Creates a hazardous or physically offensive condition by any act which the person is not licensed or privileged to do.

(2)(a) Disorderly conduct in the second degree is a Class B misdemeanor.



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: June 6, for the June 11, 2019 City Council Meeting  
SUBJECT: CH2M Contract Amendment

Action Requested: Approval of proposed Amendment #8 to CH2M Hill, Inc. Contract for Professional Services.

Discussion:

The CH2M Professional Services contract for on-call engineering services currently has an end date of June 30, 2019. Out of the total not-to-exceed contract amount of \$100,000 for FY 2018-19, approximately \$36,000 has been invoiced to date.

In order to support ongoing projects and engineering consultation needs, it is requested that the contract be amended for an additional year with a not-to-exceed contract amount of \$100,000 for FY 2019-20. In addition, as a part of this contract amendment, the raw labor multiplier is being reduced from 3.15 to 3.05.

Per ORS 279C.110, which governs selection of consultants, a contracting agency shall select consultants to provide engineering services on the basis of the consultant's qualifications. The procedures that a contracting agency creates to screen and select consultants are at the contracting agency's sole discretion and may include specialized experience, resources committed to perform the work, record of past performance, availability to the project locale, and familiarity with the project locale. Based on CH2M's familiarity/experience with the City of Millersburg, as well as continued personnel availability, staff recommends extending the on-call engineering services contract for FY 2019-20.

Budget Impact:

Approval of the attached contract amendment authorizes up to \$100,000 for engineering services for fiscal year 2019-20. This amount has been included in the 2019-20 budget.

Recommendation:

Approval of Amendment #8 to the CH2M Hill, Inc. Contract for Professional Services.

Attachment(s):

- CH2M Hill, Inc. Contract Amendment #8

**AMENDMENT 8  
CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

1. **Contract Extension:** This amendment extends the Contract for Professional Services signed July 23, 2014 to an end date of June 28, 2020.
2. **Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract, City shall pay Contractor a total amount not to exceed \$100,000 per fiscal year upon receipt of an invoice to be submitted by Contractor. Labor will be billed at the raw labor rate multiplied by 3.05. Subcontracts will be marked up 5% and other direct expenses will be billed at cost. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. All other terms and conditions of the original contract apply.

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

CH2M HILL Engineers, Inc.

CITY OF MILLERSBURG

  
\_\_\_\_\_  
CH2M HILL authorized signer

\_\_\_\_\_  
Kevin Kreitman,  
City Manger

JUNE 4, 2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: June 6, for the June 11, 2019 City Council Meeting  
SUBJECT: David Evans Contract Amendments

Action Requested: Approval of proposed Amendment #2 to David Evans and Associates, Inc. Contract for Professional Services.

Discussion:

In June of 2018, the City of Millersburg entered into a contract with David Evans and Associates for construction inspection services. The contract had a not-to-exceed amount of \$75,000.

In FY 2018-19, Millersburg collected Private Construction of Public Infrastructure (PCPI) fees totaling approximately \$98,000. Based on the amount spent on construction inspection to date and projected spending through the end of FY 2018-19, the total not-to-exceed amount was increased by \$8,000 to \$83,000 in Amendment #1. The amount of the amendment was less than 25% of the original contract amount so it did not require Council approval. Because construction inspection services were needed to support ongoing construction work and were supported by PCPI fees already collected, staff approved the amendment on June 6, 2019.

Construction activities in Millersburg are anticipated to continue at a similar level in FY 2019-20. In order to continue to provide construction inspection, it is requested that the construction inspection contract with David Evans be extended for another year. In addition, a task for administrative consultation has been added to the scope of work. The total not-to-exceed amount of proposed Amendment #2 is \$96,000.

Budget Impact:

Approval of the attached Contract Amendment authorizes up to \$96,000 for FY 2019-20. It is projected that the majority of this cost will be offset by PCPI fees received. This has been included in the 2019-20 budget.

Recommendation:

It is recommended that Council approve Amendment #2 to David Evans and Associates, Inc. Contract for Professional Services.

Attachment(s):

- Contract for Professional Services with David Evans and Associates
- Contract Amendment #1
- Proposed Contract Amendment #2

## CONTRACT FOR PROFESSIONAL SERVICES

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

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

**David Evans and Associates, Inc.** (Contractor), 530 Center St. Suite 605, Salem, OR 97301, a professional consulting engineering firm, whose Federal Employer Identification Number is 93-0661195.

**WHEREAS**, The City requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; now, therefore, IT IS AGREED:

<b>PROGRAM ABSTRACT:</b>	Professional Services for providing construction inspection services to the City of Millersburg, Oregon per Exhibit A.
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<b>TOTAL CONTRACT SUM:</b>	An amount not to exceed \$75,000.
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1. **Term of contract:** This Agreement shall be effective, and Contractor shall commence performing services, on or about June 25, 2018. The contract shall terminate on June 30, 2019, except as provided by the termination and non-funding provisions set out below.
2. **Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract, City shall pay Contractor a total amount not to exceed \$75,000, upon receipt of a statement to be submitted by Contractor. Labor will be billed at the raw labor rate multiplied by 3.04. Subcontracts will be marked up 5% and other direct expenses will be billed at cost. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. **Contractor services:** Contractor agrees to perform the following services consistent with the degree of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar circumstances and in the same locality:
  - a. Perform services as set forth in attached "Statement of Work," Exhibit A, attached hereto.
4. **Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the City. City shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any employee of the Contractor, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
5. **Workers compensation provisions:**



- a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all times keep in effect Workers' Compensation insurance.
- b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the City shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.
- c. Contractor knowingly waives any rights, as against City, under the Workers' Compensation Law.
- d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005 that will comply with ORS 656.017.
- e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release City of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.

**6. Other insurance provisions:**

- a. **Indemnification:** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party to this Contract shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, to the extent arising from:
  - i. Injury to any person or damage to property caused by the negligence or other intentional misconduct or omissions of the party, its officers, employees or agents; or
  - ii. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the City. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of City or any department or office of City, nor purport to act as legal representative of City or any of its departments or offices without first receiving from the City's legal counsel authority to act as legal counsel for City, nor shall Contractor settle any claim on behalf of City without the approval of the City's legal counsel. City may, at its election and expense, assume its own defense and settlement.
- b. **Insurance.**
  - i. **General Liability.** Contractor shall obtain and at all times keep in effect commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300

- ii. **Automobile Insurance.** Contractor shall maintain Automobile Liability Insurance Covering all owned, non-owned and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance shall include the following minimum limits: \$2,000,000 (for all claimants for claims arising out of a single accident or occurrence and aggregate) for all Bodily Injury, Death, and Property Damage.
- iii. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Contract with a minimum limit of \$1,000,000 per claim/aggregate.
- iv. All commercial general liability and automobile liability insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from City is required for any insurance policy written on a claims made basis.
- v. Commercial general liability and automobile liability Insurance coverage shall apply on a primary and non-contributory basis.
- vi. Prior to commencing services, Contractor shall furnish current Certificate(s) of Insurance for all required insurance to City. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon. The Certificate shall provide, by policy endorsement, if necessary, that City, it’s officers, employees, agents, and volunteers are additional insured’s with respect to Contractor’s commercial general liability and automobile liability provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to that does not meet the requirements of this agreement, or reduction of limits to not meet the requirements of this agreement of the required insurance without at least thirty (30) days written notice from the Contractor or its insurer to City. If requested, Contractor shall provide proof of insurance policies to City which may be redacted at the Consultant’s or the Consultant’s insurers’ discretion to protect confidential or proprietary elements of the policies.
- c. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify City orally and in writing within three (3) business days.

7. **Other contractor duties:** Contractor further agrees to:

- a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in the Contract: ORS 279B.220, 279B.230, and 279B.235;
- b. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and
- c. Provide City with monthly progress reports.

8. **Termination; for cause, non-funding:** It is further agreed that the City may immediately terminate this Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
  - a. Unsatisfactory performance or nonperformance. The City Council is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
  - b. Loss of available funding.
9. **Waiver.** The 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 of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that City, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of our related to this Contract, whichever date is later.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the City.
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Governing law:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of Linn City for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.


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

David Evans and Associates, Inc.

  
David Evans and Associates, Inc.  
authorized signer


6-22-18  
Date

CITY OF MILLERSBURG

  
Kevin Kreitman, City Manager

6/22/18  
Date

APPROVED AS TO FORM:

  
Forrest Reid, City Attorney

7/3/2018  
Date

**Exhibit A**  
**Scope of Work**

**Overview:**

Provide Private Construction of Public Improvements (PCPI) construction monitoring for private development projects within the City of Millersburg. The primary task on this contract will be on-site construction monitoring and verification that the public infrastructure components being constructed meet quality and workmanship requirements. Other minor tasks are included in support of this primary task.

**Assumptions:**

This will not be full-time work. It is assumed that approximately 10-12 hours/week of on-site work will be required, but this may vary based on the demands and progress of the construction. Payment will be made on a Time and Material basis as shown in Exhibit B – Cost Estimate.

This contract has a Not-to-Exceed limit of \$75,000.

**General Scope of Work:**

**Task 1: Contract Management and Coordination**

Provide overall contract management and coordination between DEA and City staff.

**Deliverable:**

- Monthly Progress Report to document Contractor activities.

**Task 2: Invoicing**

- Monthly progress Invoice detailing hours and expenses for work performed

**Task 3: PCPI inspector will:**

- Perform periodic site visits to the development project to observe construction methods and materials
- Complete PCPI inspection checklists to document observations and contractor test results
- Verify that required testing is performed on materials incorporated and that the work meets City code requirements.
- Provide additional assistance to City staff as required on issues related to the PCPI inspections.

**Deliverables:**

- Completed inspection checklists (examples attached)
- Reviewed Test reports

# Exhibit B

DAVID EVANS AND ASSOCIATES City of Millersburg PCPI Inspection Services Cost Estimate (updated 6-20-18)																	
Task No.	Description	Project Manager Dave Davies	Project Inspector Jeff Woodward	Project Assistant (TBD)										Total Hrs	Total	Expenses	Total
Task 1	Project Management and Coordination	12												12	\$1,983.78	\$0	\$1,984
Task 2	Invoicing and Progress Reports			24										24	\$1,777.31		\$1,777
Task 3	PCPI Inspection		600											600	\$65,664.00	\$4,578	\$70,242
														0	\$0.00		\$0
<b>Total Hours</b>		12	600	24	0	0	0	0	0	0	0	0	0	636	\$69,425.09	\$4,578	\$74,003
Direct Rate		\$54.38	\$36.00	\$24.36													
Multiplier		3.04	3.04	3.04													
Billing Rate		\$165.32	\$109.44	\$74.05													
<b>Labor Totals</b>		\$1,983.78	\$65,664.00	\$1,777.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,425.09			
<b>Expenses: Personal Vehicle Mileage @ \$0.545/mile</b> Estimated 3 roundtrips from Salem to Millerburg per week x 50 weeks @ 56 miles = 8,400 miles = \$4,578														<b>Total Labor</b>	\$69,425		
														<b>Direct Non-Labor</b>	\$4,578		
														<b>Sub-Consultants</b>	\$0		
														<b>Total Non-Labor</b>	\$4,578		
														<b>Total Estimate (Without Contingency Tasks):</b>	\$74,003		
														<b>Total Not to Exceed:</b>	<b>\$75,000</b>		

**NOTICE TO PROCEED**

DATE: June 22, 2018

TO: David Evans and Associates, Inc.

530 Center St. Suite 605

Salem, OR 97301

PROJECT: Construction Inspection Services

You are hereby notified to commence WORK in accordance with the June 22, 20 18

Contract dated on June 22, 20 18

Very truly yours,  
City of Millersburg, OR

*Janelle Booth*

Signature

Receipt of this NOTICE TO PROCEED is hereby acknowledged

This, the 25<sup>th</sup> day of June, 20 18

Contractor: David Evans and Associates, Inc.

By: David Davis

Title: Sr. Associate

Please sign and return one copy of this Notice to Proceed Acknowledgement to:

City of Millersburg

4222 NE Old Salem Road, Albany, OR 97321



**CONTRACT FOR PROFESSIONAL SERVICES  
AMENDMENT #1**

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

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

**David Evans and Associates, Inc.** (Contractor), 530 Center Street SE, Salem, OR 97301, a professional

<b>PROGRAM ABSTRACT:</b>	Professional Services for providing construction inspection services to the City of Millersburg, Oregon.
<b>AMENDMENT #1 SUM:</b>	\$8,000
<b>TOTAL CONTRACT SUM:</b>	An amount not to exceed \$83,000.

consulting engineering firm, whose Federal Employer Identification Number is 93-0661195.

**WHEREAS**, The City requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; now, therefore, IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective, and Contractor shall commence performing services, on or about May 27, 2019. The contract shall terminate on June 30, 2019, except as provided by the termination and non-funding provisions set out below.
2. **Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract as amended by this Amendment #1, City shall pay Contractor a total amount not to exceed \$83,000, upon receipt of a statement to be submitted by Contractor. Labor will be billed at the raw labor rate multiplied by 3.04. Subcontracts will be marked up 5% and other direct expenses will be billed at cost. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the City:
  - a. Perform services as set forth in attached "Statement of Work," Exhibit A, attached hereto.
4. **Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the City. City shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.



**5. Workers compensation provisions:**

- a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all times keep in effect Workers' Compensation insurance.
- b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the City shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.
- c. Contractor knowingly waives any rights, as against City, under the Workers' Compensation Law.
- d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005 that will comply with ORS 656.017.
- e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release City of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.

**6. Other insurance provisions:**

- a. **Indemnification:** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party to this Contract shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:
  - i. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
  - ii. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the City. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of City or any department or office of City, nor purport to act as legal representative of City or any of its departments or offices without first receiving from the City's legal counsel authority to act as legal counsel for City, nor shall Contractor settle any claim on behalf of City without the approval of the City's legal counsel. City may, at its election and expense, assume its own defense and settlement.
- b. **Insurance.**
  - i. **General Liability.** Contractor shall obtain and at all times keep in effect commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300

- ii. **Automobile Insurance.** Contractor shall maintain Automobile Liability Insurance Covering all owned, non-owned and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance shall include the following minimum limits: \$2,000,000 (for all claimants for claims arising out of a single accident or occurrence) for all Bodily Injury, Death, and Property Damage.
  - iii. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Contract.
  - iv. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from City is required for any insurance policy written on a claims made basis.
  - v. Insurance coverage shall apply on a primary and non-contributory basis.
  - vi. Prior to commencing services, Contractor shall furnish current Certificate(s) of Insurance for all required insurance to City. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon. The Certificate shall provide, by policy endorsement, if necessary, that City, its officers, employees, agents, and volunteers are additional insured’s with respect to Contractor’s services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least thirty (30) days written notice from the Contractor or its insurer to City. If requested, Contractor shall provide proof of insurance policies to City.
- c. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify City orally and in writing within three (3) business days.

7. **Other contractor duties:** Contractor further agrees to:

- a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in the Contract: ORS 279B.220, 279B.230, and 279B.235;
- b. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and
- c. Provide City with periodic reports to City at the frequency and with the information prescribed to be reported by City.

8. **Termination; for cause, non-funding:** It is further agreed that the City may immediately terminate this Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
  - a. Unsatisfactory performance or nonperformance. The City Council is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
  - b. Loss of available funding.
9. **Waiver.** The 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 of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that City, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of our related to this Contract, whichever date is later.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the City.
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Governing law:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of Linn City for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

16. Supplemental Design Terms: As listed in Attachment "A."

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

David Evans and Associates, Inc.



David Evans and Associates, Inc.  
authorized signer

5-31-19

Date

CITY OF MILLERSBURG



Kevin Kreitman, City Manager

6/6/19

Date

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

\_\_\_\_\_  
Date

**Exhibit A**  
**Scope of Work**  
**Amendment #1**

**Overview:**

Provide Private Construction of Public Improvements (PCPI) construction monitoring for private development projects within the City of Millersburg. The primary task on this contract will be on-site construction monitoring and verification that the public infrastructure components being constructed meet quality and workmanship requirements. Other minor tasks are included in support of this primary task.

**Assumptions:**

This will not be full-time work. It is assumed that approximately 15 hours/week of on-site work will be required, but this may vary based on the demands and progress of the construction. Payment will be made on a Time and Material basis as shown in Exhibit B – Cost Estimate, and in accordance with Consultant’s Hourly Rates as shown on Exhibit C.

This Amendment #1 contract has a Not-to-Exceed limit of \$8,000, increasing the total contract Not-to-Exceed limit to \$83,000.

**General Scope of Work:**

**Task 1: Contract Management and Coordination**

Provide overall contract management and coordination between DEA and City staff.

**Deliverable:**

- Monthly Progress Report to document Contractor activities.

**Task 2: Invoicing**

- Monthly progress Invoice detailing hours and expenses for work performed

**Task 3: PCPI inspector will:**

- Perform periodic site visits to the development project to observe construction methods and materials
- Complete PCPI inspection checklists to document observations and contractor test results
- Verify that required testing is performed on materials incorporated and that the work meets City code requirements.
- Provide additional assistance to City staff as required on issues related to the PCPI inspections.

**Deliverables:**

- Completed inspection checklists (examples attached)

DAVID EVANS AND ASSOCIATES  
 City of Millersburg  
 PCPI Inspection Services Amendment #1  
 Cost Estimate (updated 5-20-19)

Task No.	Description	Project Manager Dave Davies	Project Inspector Jeff Woodward	Project Assistant (TBD)										Total Hrs	Total	Expenses	Total
Task 1	Project Management and Coordination	2												2	\$348.63	\$0	\$349
Task 2	Invoicing and Progress Reports			4										4	\$340.48		\$340
Task 3	PCPI Inspection		60											60	\$6,840.00	\$390	\$7,230
														0	\$0.00		\$0
Total Hours		2	60	4	0	0	0	0	0	0	0	0	0	66	\$7,529.11	\$390	\$7,919
Direct Rate		\$57.34	\$37.50	\$28.00													
Multiplier		3.04	3.04	3.04													
Billing Rate		\$174.31	\$114.00	\$85.12													
Labor Totals		\$348.63	\$6,840.00	\$340.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,529.11			

Expenses: Personal Vehicle Mileage @ \$0.58/mile  
 Estimated 3 roundtrips from Salem to Millersburg per week x 4 weeks @ 56 miles = 672 miles x \$0.58 = \$389.76

**Total Labor** \$7,529  
**Direct Non-Labor** \$390  
**Sub-Consultants** \$0  
**Total Non-Labor** \$390  
**Total Estimate (Without Contingency Tasks):** \$7,919  
**Total Not to Exceed: \$8,000**



**CONTRACT FOR PROFESSIONAL SERVICES  
AMENDMENT #2**

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

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

**David Evans and Associates, Inc.** (Contractor), 530 Center Street SE, Salem, OR 97301, a professional

<b>PROGRAM ABSTRACT:</b>	Professional Services for providing construction inspection services to the City of Millersburg, Oregon.
<b>AMENDMENT #2 SUM:</b>	\$96,000
<b>TOTAL CONTRACT SUM:</b>	An amount not to exceed \$179,000

consulting engineering firm, whose Federal Employer Identification Number is 93-0661195.

**WHEREAS**, The City requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; now, therefore, IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective, and Contractor shall commence performing services, on or about July 1, 2019. The contract shall terminate on June 30, 2020, except as provided by the termination and non-funding provisions set out below.
2. **Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract as amendment by this Amendment #2, City shall pay Contractor a total amount not to exceed \$179,000, upon receipt of a statement to be submitted by Contractor. Labor will be billed at the raw labor rate multiplied by 3.04. Subcontracts will be marked up 5% and other direct expenses will be billed at cost. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the City:
  - a. Perform services as set forth in attached "Statement of Work," Exhibit A, attached hereto.
4. **Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the City. City shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

5. **Workers compensation provisions:**

- a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all times keep in effect Workers' Compensation insurance.
- b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the City shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.
- c. Contractor knowingly waives any rights, as against City, under the Workers' Compensation Law.
- d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005 that will comply with ORS 656.017.
- e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release City of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.

6. **Other insurance provisions:**

a. **Indemnification:** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party to this Contract shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:

- i. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
- ii. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the City. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of City or any department or office of City, nor purport to act as legal representative of City or any of its departments or offices without first receiving from the City's legal counsel authority to act as legal counsel for City, nor shall Contractor settle any claim on behalf of City without the approval of the City's legal counsel. City may, at its election and expense, assume its own defense and settlement.

b. **Insurance.**

- i. **General Liability.** Contractor shall obtain and at all times keep in effect commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300



- ii. **Automobile Insurance.** Contractor shall maintain Automobile Liability Insurance Covering all owned, non-owned and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance shall include the following minimum limits: \$2,000,000 (for all claimants for claims arising out of a single accident or occurrence) for all Bodily Injury, Death, and Property Damage.
  - iii. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Contract.
  - iv. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from City is required for any insurance policy written on a claims made basis.
  - v. Insurance coverage shall apply on a primary and non-contributory basis.
  - vi. Prior to commencing services, Contractor shall furnish current Certificate(s) of Insurance for all required insurance to City. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon. The Certificate shall provide, by policy endorsement, if necessary, that City, it’s officers, employees, agents, and volunteers are additional insured’s with respect to Contractor’s services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least thirty (30) days written notice from the Contractor or its insurer to City. If requested, Contractor shall provide proof of insurance policies to City.
- c. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify City orally and in writing within three (3) business days.

7. **Other contractor duties:** Contractor further agrees to:

- a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in the Contract: ORS 279B.220, 279B.230, and 279B.235;
- b. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and
- c. Provide City with periodic reports to City at the frequency and with the information prescribed to be reported by City.

8. **Termination; for cause, non-funding:** It is further agreed that the City may immediately terminate this Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
  - a. Unsatisfactory performance or nonperformance. The City Council is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
  - b. Loss of available funding.
9. **Waiver.** The 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 of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that City, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of our related to this Contract, whichever date is later.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the City.
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Governing law:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of Linn City for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

16. Supplemental Design Terms: As listed in Attachment "A."

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

David Evans and Associates, Inc.

CITY OF MILLERSBURG



David Evans and Associates, Inc.  
authorized signer

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

6-3-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Exhibit A**  
**Scope of Work**  
**Amendment #2**

**Overview:**

Provide Private Construction of Public Improvements (PCPI) construction monitoring for private development projects within the City of Millersburg. The primary task on this contract will be on-site construction monitoring and verification that the public infrastructure components being constructed meet quality and workmanship requirements. Other minor tasks are included in support of this primary task.

**Assumptions:**

This will not be full-time work. It is assumed that approximately 15 hours/week of on-site work will be required, but this may vary based on the demands and progress of the construction. Payment will be made on at Time and Material basis as shown in Exhibit B – Cost Estimate, and in accordance with Consultant’s Hourly Rates as shown on Exhibit C.

This Amendment #2 contract has a Not-to-Exceed limit of \$96,000, increasing the total contract Not-to-Exceed limit to \$179,000.

**General Scope of Work:**

**Task 1: Contract Management and Coordination**

Provide overall contract management and coordination between DEA and City staff.

**Deliverable:**

- Monthly Progress Report to document Contractor activities.

**Task 2: Invoicing**

- Monthly progress Invoice detailing hours and expenses for work performed

**Task 3: PCPI inspector will:**

- Perform periodic site visits to the development project to observe construction methods and materials
- Complete PCPI inspection checklists to document observations and contractor test results
- Verify that required testing is performed on materials incorporated and that the work meets City code requirements.
- Provide additional assistance to City staff as required on issues related to the PCPI inspections.

**Task 4: PCPI inspector will:**

- Provide administrative consultation and assistance related to PCPI inspections as requested by the City.

Deliverables:

- Completed inspection checklists (examples attached)
- Reviewed Test reports

DAVID EVANS AND ASSOCIATES  
 City of Millersburg  
 PCPI Inspection Services Amendment #2  
 Cost Estimate (updated 6-3-19)

Task No.	Description	Project Manager Dave Davies	Project Inspector Jeff Woodward	Project Assistant (TBD)										Total Hrs	Total	Expenses	Total
Task 1	Project Management and Coordination	16												16	\$2,803.61	\$0	\$2,804
Task 2	Invoicing and Progress Reports			32										32	\$2,723.84		\$2,724
Task 3	PCPI Inspection		710											710	\$80,940.00	\$4,872	\$85,812
Task 4	Administrative Consultation		40											40	\$4,560.00		\$4,560
Total Hours		16	750	32	0	0	0	0	0	0	0	0	0	798	\$91,027.45	\$4,872	\$95,899
Direct Rate		\$57.64	\$37.50	\$28.00													
Multiplier		3.04	3.04	3.04													
Billing Rate		\$175.23	\$114.00	\$85.12													
Labor Totals		\$2,803.61	\$85,500.00	\$2,723.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,027.45			
Expenses: Personal Vehicle Mileage @ \$0.58/mile														Total Labor	\$91,027		
Estimated 3 roundtrips from Salem to Millerburg per week x 50 weeks @ 56 miles = 8400 miles x \$0.58 = \$4,872														Direct Non-Labor	\$4,872		
														Sub-Consultants	\$0		
														Total Non-Labor	\$4,872		
														Total Estimate (Without Contingency Tasks):	\$95,899		
														<b>Total Not to Exceed:</b>	<b>\$96,000</b>		



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: June 6, for the June 11, 2019 City Council Meeting  
SUBJECT: Ordinance Updating Municipal Code Chapter 92 – Public Nuisances

Action Requested: Adoption of the attached Ordinance to provide for a repeal and revision of Chapter 92 of the Municipal Code.

Discussion: The attached Ordinance provides a general update to our current Municipal Code section on public nuisances. An enforcement provision has been added which will allow the Linn County Sheriff's Office (LCSO) to cite individuals into the Linn County Justice Court for non-compliance with the Code. This addition will be helpful in assisting with violations pertaining to noxious vegetation, weeds, and tall grass, as well as other violations within the Code when action is not taken by a property owner to address the Code violation.

The update also includes new provisions that enact limits regarding ongoing sale of household goods (garage sales) and prohibits camping on publicly owned property. The new Ordinance also removes noise requirements that were superseded with the adoption of an ordinance addressing noise (Municipal Code Chapter 94) in 2014.

Budget Impact:

Cost to the City associated with investigations of complaints. Some cost may be incurred if abatement should be required, with the City billing and/or placing a lien on the property to recoup the City's associated costs. Also, some fees may be recouped when fines have been levied by the Linn County Justice Court in cases of non-compliance in which a violation has been issued.

Recommendation:

Staff recommends adoption of the attached Ordinance while also declaring an emergency. This emergency declaration will cause the Ordinance to become effective immediately and aid the City in controlling noxious vegetation, weeds, and tall grass.

Attachment(s):

- Proposed Ordinance 152

## ORDINANCE NO. 152

### AN ORDINANCE REPEALING MILLERSBURG CODE CHAPTER 92: PUBLIC NUISANCES AND ADOPTING NUISANCE, PUBLIC SAFETY, NOISE, CAMPING, AND ABATEMENT PROCEDURES

**WHEREAS**, the City of Millersburg previously adopted Chapter 92: Public Nuisances; and,

**WHEREAS**, the City wishes to repeal Chapter 92: Public Nuisances; and,

**WHEREAS**, the City of Millersburg wants to provide revised, clarified, and more comprehensive language to the Code regarding nuisance, public safety, noise, camping, and abatement procedures;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS:** Millersburg Code Chapter 92: Public Nuisances is repealed and the following provisions pertaining to nuisance, public safety, noise, camping, and abatement procedures are hereby adopted.

#### **Definitions.**

For the purpose of the Millersburg Municipal Code, the following definitions apply:

(1) “Debris” means the remains of something broken down or destroyed including, but not limited to: scrap metal, scrap paper, scrap plastic or scrap wood; pieces of asphalt, concrete, lumber or other building supplies; or yard clippings or cuttings of plant material.

(2) “Garbage” means food waste, animal and vegetable waste, dead animal carcasses, refuse, rubbish, trash, or other useless or discarded material.

(3) “Junk” means all inoperable motor vehicles, in which multiple major components are defective or removed for more than 30 consecutive days; any motor vehicle which has been unlicensed for more than 30 consecutive days; defective motor vehicle parts, abandoned automobiles, used tires, inoperable and defective machinery, or parts thereof, inoperable and defective appliances and parts thereof, metal portions of inoperable machinery, broken glass, empty glass, plastic or metal containers, scrap lumber, broken furniture, other wastes and/or discarded materials.

(4) “Person in charge of property” means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of real property.

(5) “Place” or “property” means any premises, room, house, building or structure, or any separate part or portion thereof, whether permanent or not, or the real property itself.

(6) “Public sidewalk” means a paved walkway within the public right-of-way or on publicly owned property.

(7) “Street” means the portion of a road ordinarily used for vehicular travel, including the shoulder, and all public street right-of-way regardless of whether improved or unimproved.

(8) “Imminent nuisance” means the existence of debris, garbage, or junk on real property that is detrimental to public health, safety, or welfare, and causes imminent danger to human life, safety, or to property.

(9) “To camp” means to set up or to remain in or at a campsite.

(10) “Campsite” means any place where any bedding, sleeping bag, or other materials used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicles or part thereof.



### **Imminent nuisance.**

No person in charge of property may permit, or no person may cause to exist, any item, substance, or act that is an imminent threat to public health, safety, or welfare. An imminent nuisance is unlawful and may be summarily abated as provided below. Determination of a condition, substance, act, or other occurrence constituting an imminent nuisance shall be made by the City Manager or his/her designee.

### **Debris, garbage, and junk deemed nuisance.**

(1) It is hereby determined and declared that the keeping of any debris, garbage or junk out of doors on any street, public sidewalk, lot, or premises within the City, or in any building that is not wholly or entirely enclosed except doors for use of ingress and egress, is a nuisance and is unlawful.

(2) When it is determined that a nuisance caused by the presence of debris, garbage or junk exists and there is no imminent danger to human life, safety or to property, the City Manager or his/her designee shall issue a citation to the owner or person in charge of property.

(a) Upon the first offense, a 30-day notice shall be issued, with the citation, to allow the owner or person in charge of the property to abate the nuisance. If the owner or person in charge of the property completes abatement of the nuisance within the 30 days, the courts shall dismiss the citation.

(b) If special circumstances exist, a one time, up to 30-day extension may be granted to abate the nuisance.

(c) Any additional offenses by an owner or person in charge of a property shall remove the possibility of citation dismissal and abatement extension.

(d) When an owner or person in charge of property does not abate the nuisance, as defined in subsection (2)(a), (b) or (c) of this section, the City Manager or his/her designee should proceed with abatement as set forth below in this Code provision.

### **Prohibited.**

It is unlawful for any person, or any agent or employees of any person to keep any debris, garbage or junk out of doors on any street, public sidewalk, lot, or premises within the City, or in any building that is not wholly or entirely enclosed except doors for use of ingress and egress.

### **Exception.**

The paragraphs above within this Code provision do not apply to junk kept at a duly licensed junk yard or automobile wrecking house.

### **Attractive nuisances.**

It is unlawful for any owner, lessee, occupant, or any person having control or custody or management of any premises to suffer or permit to remain unguarded upon such premises any machinery, equipment, lumber, logs or piling or related products stored in a manner so as to be attractive, dangerous and accessible to children, or any other device, instrument, or structure e having the characteristics of an attractive nuisance or which is liable to attract children. It is further unlawful for any such owner, lessee, occupant, or person having control or custody or management of any such premises to suffer or permit to remain unguarded upon the premises any pit, quarry, cistern, well, or other excavation. allow an open pit, quarry, cistern or other excavation without safeguards or barriers to prevent such places from being used by children. It is further unlawful to permit storage and/or treatment of chemical waste ponds without safeguards of barriers to prevent such places from being used by children, or to allow construction of buildings without safeguards or barriers to prevent such places from being used by children.

**Injurious substances on street.**

It is unlawful for any person, firm, or corporation to permit to accumulate in or upon any yard, lot, or place, or premises on any street, alley, or sidewalk adjacent to or abutting upon any lot, block, place, or premises owned or controlled by him/her, any stagnant water or filth of any kind or to suffer or permit such premises to be or remain in such condition as to cause or produce or create noisome or offensive smell.

**Animal carcasses.**

It is unlawful for any person to suffer or permit the carcass of any animal owned by him/her to remain upon the public streets or ways, and no person who is the owner or occupant of any property shall suffer or permit the carcass of any animal to remain thereon. It shall be the duty of such owner or occupant forthwith to cause the carcass to be buried or other disposition made of the same.

**Deposit of offensive substances.**

It is unlawful for any person to put any animal carcass or part thereof, or any excrement, or any putrid, nauseous, decaying, deleterious, or offensive substances in any stream, well, spring, brook, ditch, pond, or other inland waters within the corporate limits of the City, or to place any such substance in such position that high water or natural seepage will carry the same into any such waters.

**Drainage of surface waters.**

It is unlawful for the owner, lessee, or occupant of any building or structure to suffer or permit rainwater, ice, or snow to fall from any such building or structure upon any street or sidewalk or to flow across any such sidewalk, and every such owner, lessee, or occupant shall at all times keep and maintain in a proper state of repair adequate drainpipes or a drainage system sufficient to carry to the street, or other approved drainage facility, any overflow water accumulating on the roof or about such building.

**Creating a hazard.**

A person commits the crime of creating a hazard if:

- (1) He/she intentionally maintains or leaves in a place accessible to children a container with a compartment of more than one and one-half cubic feet capacity and a door or lid which locks or fastens automatically when closed and which cannot be easily opened from the inside; or
- (2) Being the owner or otherwise having possession of property upon which there is a well, cistern, cesspool, excavation or other hole of a depth of four feet or more and a top width of 12 inches or more and he/she intentionally fails or refuses to cover or fence it with a suitable protective construction.

**Noxious vegetation, weeds, and tall grass.**

(1) It is hereby determined and declared that weeds, tall grass, or other noxious vegetation are a public nuisance under any of the following conditions:

- (a) When excess vegetation is determined by the Fire Chief or his/her designee to be a fire hazard, as defined under the provisions of the Oregon Fire Code;
- (b) When a property contains plants that are poisonous to the touch (including, but not limited to, poison ivy, poison oak, and poison sumac);
- (c) When rampantly growing plants (including blackberries, bamboo, etc.):
  - (i) Cross property lines;
  - (ii) Cause damage to fences or structures; or

(iii) Cross onto the public right-of-way or impede travel on any part of a street or sidewalk;

(d) When vegetation creates a public safety concern such as blocking the view of oncoming traffic or blocking vision clearance areas around intersections and driveways; or

(e) When grass is in excess of 10 inches.

(i) Exceptions can be granted for parcels of land used for agricultural purposes.

(2) It is unlawful for the owner or any person in possession or control of any lot or premises within the City to maintain a lot or premises which is determined to be a fire hazard or safety hazard as defined above.

**Notice to property owner for noxious vegetation, weeds, and tall grass.**

Unless abated as an imminent nuisance abatement as provided in this Code provision, the City Manager or his/her designee, in the case of abatement due to a fire or safety hazard, shall notify the owner or person in possession or control of the premises on which the nuisance is located of the presence of the nuisance.

(1) Notice shall be sufficient if it is mailed to any person at the same address that person receives notice of taxes due upon the real property in question. Said notice shall be by first class mail or delivered in person.

(2) The notice shall contain:

(a) A description of the real property, by street address or otherwise, on which the condition, substance, act, or nuisance exists;

(b) A description of the condition, substance, act, or nuisance which must be abated;

(c) A direction to abate the condition, substance, act, or nuisance within 14 calendar days;

(d) A statement that unless the condition, substance, act, or nuisance is removed, the City may abate the situation, and the cost of abatement shall be a fee sufficient to cover the direct cost of removal, plus 30 percent for administrative overhead; and this total cost shall be charged to the owner;

(e) A statement that if the condition is not abated within the time frame specified a citation may be issued for a Class C Violation.

## **Abatement.**

In addition to the penalties as provided for in other portions of this code, the City may initiate abatement of a nuisance. Abatements are classified into two categories: imminent nuisance abatement and regular abatement.

### **Imminent nuisance abatement.**

(1) If a condition, substance, act or nuisance exists that is detrimental to public health, safety or welfare, it may summarily be abated if after inspection of the premises by the City Manager or his/her designee it is found to exist, and there is imminent danger to human life, safety, or to property. Determination of a condition, substance, act, or other occurrence constituting an imminent nuisance shall be made by the City Manager or his/her designee.

(2) No notice to the property owner or person in control of the property is required.

(3) Costs of abatement may be assessed as provided in within this Code provision.

### **Regular abatement.**

Where there is no imminent danger to human life, safety, or to property but a nuisance is found to exist, the following abatement procedures will apply:

(1) Notice shall be posted on the premises where the condition, substance, act, or nuisance exists, directing that the owner, person in charge and person occupying the property abate the situation.

(2) At the time of posting, the City Manager or his/her designee shall hand deliver or send a copy of the notice by certified mail and first class to:

(a) Owner at the last known address as listed in the county tax assessor's office; and

(b) The person in charge of the property or occupant if different from the owner.

(3) If prior notice of abatement was sent to the owner or person in charge of the property within the preceding 12 months, and ownership or control of the property has not changed and the prior notice was returned as undeliverable or the delivery was refused, then notice can be provided via publication in a newspaper of general circulation at least 10 days before abatement action is taken.

(4) The notice to abate shall contain:

(a) A description of the real property, by street address or otherwise, on which the condition, substance, act, or nuisance exists;

(b) A description of the condition, substance, act, or nuisance which must be abated;

(c) A direction to abate the condition, substance, act, or nuisance within a time specified on the notice;

(d) A statement that unless the condition, substance, act, or nuisance is removed, the City may abate the situation, and the cost of abatement shall be a fee sufficient to cover the direct cost of removal, plus 30 percent for administrative overhead; and this total cost shall be charged to the owner;

(e) A statement that the owner or person in charge of the property may protest the abatement by giving written notice to the City Manager or his/her designee within 10 days from the date of the notice;

(f) A statement that if the cost of abatement is not paid by the owner or person in charge of the property, the cost of abatement may be assessed to and become a lien on the property.

(5) After completion of the posting and delivering/ mailing, the person posting and delivering/ mailing the notice shall file this certificate with the City Manager or his/her designee stating the date and place of delivering/ mailing and posting.

(6) An error in the name or address of the owner or person in charge of the property or use of the name other than that of the owner or person in charge of the property shall not make the notice void, and in such case the posted notice shall be sufficient.

(7) Within 10 days after the posting and delivering/ mailing of the notice, the owner or person in charge of the property shall abate the condition, substance, act, or nuisance specified in the notice, or appeal the City Manager's decision to the Linn County Justice Court as specified in subsection (8) of this section.

(8) Any person who shall receive a notice described in subsection (4) of this section may appeal the City Manager's decision by filing a notice of appeal with the City Manager or his/her designee within 10 days after the posting and mailing of the notice. The appeal must specify the basis therefor.

(9) The appeal shall be referred to the Linn County Justice Court for a hearing.

(10) If the Linn County Justice Court Judge determines that the nuisance does exist, the owner or person in charge of the property shall abate the nuisance within such time as the Judge may grant or, if no specific period of time is granted, within 10 days of the Judge's decision.

(11) If the nuisance has not been abated within the time allowed, the City Manager or his/her designee may cause the nuisance to be abated. Within 30 days of the date that abatement is taken, the City shall provide the owner or person in charge of the property with an accounting for costs of abatement.

(12) The person charged with the abatement of the nuisance shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation.

(13) Remedies Nonexclusive. The procedures provided by this chapter are not exclusive but are in addition to abatement procedures and other remedies provided by other laws and ordinances.

### **Costs to become a lien.**

(1) If costs of abatement are not paid within 30 days from:

(a) The date of the notice of costs; or

(b) If an appeal was timely filed, from the date of Judge's determination of the costs, an assessment of the costs shall be made by resolution and shall be entered in the docket of City liens and recorded with Linn County. When the entry is recorded in the City lien docket, the assessment shall constitute a lien upon the property subject to the abatement.

(2) The lien shall be enforced in the same manner as liens for assessment for local improvement districts and shall bear interest at judgment rate as determined by the Oregon Revised Statutes. The interest shall commence running on the date of entry of the lien in the City lien docket.

(3) An error in the name of the owner or person in charge of the property shall not void the assessment, nor shall a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

### **Ongoing sale of household items (garage sales) deemed a nuisance.**

(1) It is unlawful to offer, from a residential address, household items for sale to the general public more than three times per calendar year and in excess of three consecutive days per event.

(2) Items offered for sale shall not be displayed or stored in the public right-of-way, in a clear vision area, or on another's property without the owner's permission.

(3) Signs advertising garage sales shall not exceed two on-premises and two off-premises signs measuring no more than four square feet per face and four feet in height. Signs shall not be erected in the public right-of-way. Signs shall be erected no more than one day prior to the event and shall be removed not later than one day after.

(4) The prohibitions set forth above shall apply jointly and severally to each owner or occupant of the real property used in the commission of the violation and/or any person who offers goods for sale.

**Prohibited camping.**

(1) No person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other publicly owned property or under any bridge or viaduct, unless otherwise allowed by declaration of the City Manager or his/her designee in emergency situations.

(a) Upon finding it to be in the public interest and consistent with City goals and policies, the City Manager may exempt a special event from the prohibitions of this section through permit or other decree and shall specify the period of time and location covered by the exemption.

**Penalty.**

Violation of any section of this nuisance, public safety, noise, camping, and abatement procedures shall be a Class C Violation, and each day of violation may be considered by the Judge as a separate violation of this Code provision.

**FURTHERMORE**, the Millersburg City Council finds that an emergency exists because of rapidly approaching hazardous fire conditions and for the peace, health, and safety of the citizens of Millersburg, this Ordinance shall become effective upon its passage.

**PASSED by the Council and approved by the Mayor this 11th day of June 2019.**

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: June 6, for the June 11, 2019 City Council Meeting  
SUBJECT: Adoption of the Capital Improvements Program

Action Requested:  
Council approval of the 2019-2023 Capital Improvements Program.

Discussion:  
The Capital Improvements Program (CIP) was previously presented and reviewed at the Budget Committee meetings. No additional comments were received after the budget meetings. Minor edits were incorporated to address comments from the Budget Committee and staff. Council approval of the 2019-2023 CIP is requested.

Recommendation: Adoption of the 2019-2023 Capital Improvements Program.



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: June 6, for the June 11, 2019 City Council Meeting  
SUBJECT: Connection Charge Resolutions and Capital Reimbursement Policy

Action Requested: Staff requests Council review and adopt the attached Connection Charge Resolutions and Capital Reimbursement Policy.

Discussion:

At the May 14, 2019 Council Meeting, Council passed Ordinance 151 adopting connection charges for sanitary sewers, water distribution facilities, storm drains, and improved streets. The code language establishing connection charges was adopted as an exhibit to the ordinance. The Ordinance will become effective on June 13, 2019, thirty days from the date of passage.

The attached Resolutions establish the charges associated with Ordinance 151. The charges proposed in the resolutions are shown in the table below.

Proposed Connection Charges	
Connection Charge	Proposed Fee per Foot
Sewer (with exst service lateral)	\$76
Sewer (without service lateral)	\$63
Water 8-inch (with exst water service)	\$58
Water 8-inch (without water service)	\$44
Water 12-inch (with exst water service)	\$74
Water 12-inch (without water service)	\$66
Street	\$147
Storm	\$81

The attached Capital Reimbursement Policy establishes the criteria of the Reimbursement Agreement, including eligibility of projects, how much of the project cost can be reimbursed, processing fee for the City, and timeline of the agreement.

Budget Impact:

No cost to the City. City will begin to see reimbursement of some costs expended for previous investments.

Recommendation:

Staff recommends adoption of the attached Connection Charge Resolutions and Capital Reimbursement Policy.



Attachment(s):

- Resolution 2019-13, Water Connection Charge
- Resolution 2019-14, Sewer Connection Charge
- Resolution 2019-15, Street Connection Charge
- Resolution 2018-4, A Resolution Updating Public Street Improvement Fees
- Resolution 2019-16, Storm Water Connection Charge
- PW 100.1 Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities

**RESOLUTION NO. 2019-13**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING CONNECTION CHARGES FOR WATER CONNECTIONS OF UNASSESSED PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for water connections of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the water system that benefits the connecting property; and,

**WHEREAS**, the connection charge for water is generally dependent on the minimum size water line to serve the property according to land use zone and the minimum size water line required based on a system-wide analysis of fire flow requirements by land use zone; and,

**WHEREAS**, the minimum size water line for single-family residential land use zones (8-inch pipe) and for multi-family, commercial, and industrial land use zones (12-inch pipe) shall be the basis for calculating the per front foot cost for all properties; and,

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the water line regardless of the length of the water line along that frontage; and,

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and,

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

- 1) If a water service is not serving the property in question, the water service shall be installed at the cost of the property owner; and,
- 2) The following water connection charge rates are hereby established:

**Water Connection Charge Rate:**

Single-family Residential without water service - \$44 per front foot  
Single-family Residential with water service - \$58 per front foot  
Multi-family, Commercial, or Industrial without water service - \$66 per front foot  
Multi-family, Commercial, or Industrial with water service - \$74 per front foot;  
and,

- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,

- 4) The Millersburg City Council shall annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

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

Duly passed by the City Council this 11<sup>th</sup> day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

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Kimberly Wollenburg  
City Recorder

**RESOLUTION NO. 2019-14**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING CONNECTION CHARGES FOR SEWER CONNECTIONS OF UNASSESSED PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for sewer connections of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the sewer system that benefits the connecting property; and,

**WHEREAS**, the minimum size sanitary sewer (8-inch pipe) shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the sanitary sewer regardless of the length of the sewer on that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) If a sanitary sewer service lateral is not serving the property in question, the service lateral shall be installed at the cost of the property owner; and,
- 2) The following water connection charge rates are hereby established:

Sanitary Sewer Connection Charge Rate:

Property without service lateral - \$63 per front foot

Property with service lateral - \$76 per front foot; and,

- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 4) The Millersburg City Council shall annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

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

Duly passed by the City Council this 11<sup>th</sup> day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

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Kimberly Wollenburg  
City Recorder

**RESOLUTION NO. 2019-15**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING  
CONNECTION CHARGES FOR STREET CONNECTIONS TO IMPROVED  
CITY STREETS OF UNASSESSED PROPERTIES IN THE  
CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for connections to improved streets of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the street system that benefits the connecting property; and,

**WHEREAS**, a local street shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the improved street regardless of the length of the street along that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) Resolution 2018-4 is hereby repealed as of the effective date of the adoption of this resolution; and,
- 2) The following street connection charge rate is hereby established:

Street Connection Charge Rate: \$147 per front foot; and,

- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 4) The Millersburg City Council shall annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

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

Duly passed by the City Council this 11<sup>th</sup> day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

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Kimberly Wollenburg  
City Recorder

RESOLUTION NO. 2018-4

A RESOLUTION UPDATING PUBLIC STREET IMPROVEMENT FEES

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

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

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

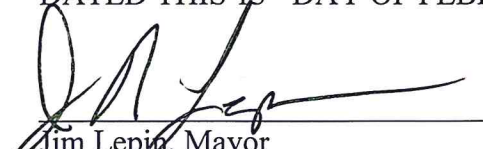
WHEREAS, the public street improvement fees charged by the City of Millersburg must increase to accurately reflect these increased costs associated with these public street improvements; and,

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


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

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

DATED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2018.

  
\_\_\_\_\_  
Jim Lepja, Mayor  
City of Millersburg, Oregon

ATTEST:

  
\_\_\_\_\_  
Kimberly Wollenburg  
City Recorder



**RESOLUTION NO. 2019-16**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING CONNECTION CHARGES FOR STORM CONNECTIONS OF UNASSESSED PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for connections to improved streets of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the street storm drain system that benefits the connecting property; and,

**WHEREAS**, the cost to provide drainage for an average lot in a fully improved subdivision shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, properties fronting a street that meets the standards for an improved street or connected to a storm drain pipe shall be considered served by storm drainage; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the improved street and/or storm drain regardless of the length of the street along that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) The following storm connection charge rate is hereby established:

Storm Connection Charge Rate: \$81 per front foot; and,

- 2) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 3) The Millersburg City Council shall annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

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

Duly passed by the City Council this 11<sup>th</sup> day of June, 2019.

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Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

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Kimberly Wollenburg  
City Recorder



## Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities

	<b>Policy/Procedure Title:</b> Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities Policy/Procedure #: PW 100.1 Version #/Date: June 11, 2019, Ver. 1.0
<b>Written by:</b> Janelle Booth	<b>Reviewed &amp; Approved by:</b> Name: Kevin Kreitman, City Manager
<b>Effective Date:</b> June 11, 2019	Signature: _____ Date: _____
<b>Next Review Date:</b> June, 2020	<b>Legal Review/Approval:</b> _____

### Purpose

To provide a mechanism where property, which benefits from the construction of public improvements made by another property owner, may share in the cost of those improvements through payment of a connection charge to the City at the time the later property is developed and the improvements are utilized. The City will then process a reimbursement payment to the original developer.

### Policy

A property owner or developer who constructs a public improvement to either the sanitary sewer, water, street, or storm drainage systems may be eligible for reimbursement of a portion of the cost of constructing the improvement when, in the opinion of the City, such improvement benefits other properties not immediately assessable, subject to the following conditions:

1. The reimbursement agreement will be a written agreement between the private property owner or developer and the City. The request for the reimbursement agreement must be submitted with the Application for Public Improvement Drawing and Specification Review, more commonly known as the Private Construction of Public Infrastructure (PCPI) Permit application, along with the required construction cost estimate information. The agreement must be fully executed prior to beginning construction of the improvement and will be limited to a period of twenty (20) years following the effective date of the agreement by the City.
2. Eligible facilities, or portions thereof, include water lines, sewer lines, and City standard streets constructed under the City's PCPI process. Storm drain facilities are also eligible; however, eligibility is commonly linked to whether the street is eligible since curb, gutter, and other storm water related facilities are integral components of streets that are improved to City standards. Portions of improvements funded with City contributions, or those that are eligible for Systems Development Charge credits, are not eligible for reimbursement under this policy.

3. Amount of reimbursement is limited as follows:
  - a. For improvements that front the developer's property, the amount of reimbursement for sewer, water, streets, and storm drain system improvements is limited to one half of the construction costs, as established and approved by the City, and shall not exceed the City's Connection Fee at the time of the effective date of the agreement. For improvements that are constructed beyond the developer's property line, the amount of reimbursement is limited to the approved construction costs for the entire improvement and shall not exceed two times the City's Connection Fee.
  - b. The amount of reimbursement is limited to only the Connection Fee amount collected by the City from other non-assessed properties specifically benefited by construction of the improvements. In no case would the reimbursement amount exceed the amount recovered by the City from the non-assessed benefited and connecting properties.
  - c. During the term of the agreement, the eligible reimbursement amount will not be indexed to inflation, nor will the amount accrue any interest.
  - d. A processing fee of 10 percent (10%) will be deducted by the City prior to any payments or reimbursement payments.
4. Reimbursement will be made by the City only after other non-assessed properties connect to the improvement and have paid the City an appropriate Connection Fee.
5. As non-assessed benefited properties connect to the improvement, the City may elect to provide, as reimbursement to the developer or property owner who constructed the improvement, up to the full amount of the Connection Fee collected from the non-assessed benefited properties, less the 10 percent (10%) processing fee, until the total amount of the eligible reimbursement as calculated under Section 3 above and itemized in the agreement is paid.
6. Reimbursement agreements will only be between the property owner or developer and the City, and are not to be considered transferable contracts.
7. To qualify for a reimbursement, the developer or owner must take certain actions as follows:
  - a. Follow the requirements as outlined in Millersburg Ordinance 134, Attachment A, Private Construction of Public Improvements.

- b. The property owner or developer shall make a written application for a capital reimbursement agreement at the time of application for the public improvement drawing and specification review.
  - c. If the improvement to be constructed is larger than the minimum City standard size required to serve the development, then the costs for the minimum-sized improvement must be identified and submitted with other project documentation at the time of application for public improvement drawing and specification review.
  - d. The actual reimbursement agreement amount shall be approved by the City Engineer.
  - e. If approved by the City Engineer, prior to construction of the improvements, enter into a written agreement with the City for a period not to exceed twenty (20) years. In addition to other provisions as may be required by the City, as a minimum, Sections 3, 4, 5, and 6 of this policy, shall also be incorporated into the agreement.
8. At the end of the agreement term, any subsequent Connection Fees collected by the City from non-assessed benefited properties shall be retained by the City.
  9. During the course of the agreement, should the address of the property owner or developer change from what is contained in the agreement, the property owner or developer shall be responsible for notifying the City Recorder by registered mail of the change. Such notice shall reference the signed agreement by title and date.
  10. With approval of the City Engineer, the property owner or developer may submit an application for a reimbursement agreement prior to completion of the PCPI process, but after application for public improvement drawing and specification review as called for in the preceding Sections.