



Agenda

CITY OF MILLERSBURG City Council Regular Meeting & PUBLIC HEARING

Millersburg City Hall: 4222 NE Old Salem Road, Albany OR 97321
August 09, 2022 @ 6:30 PM

Remote access for the meeting is available. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-regular-meeting>. If you do not have access to a phone or computer, or need additional support, please contact City Hall prior to 5:00 p.m. on Monday, August 8.

Meeting link to join via computer:

<https://aspenuc.accessionmeeting.com/j/11597014359>

Phone number to join meeting: 503-212-9900

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES AND ADDITIONS TO THE AGENDA

CONSENT AGENDA

- 1) Approval of July 12, 2022 City Council Meeting & Public Hearing Minutes
- 2) Acceptance of City Accounts Payable Report

Action: _____

GUEST PRESENTATIONS

- 3) Linn County Sheriff's Office Monthly Report

PUBLIC COMMENT

The public has the opportunity to address the Council during "Public Comment." Those attending virtually may raise their hand electronically or request to speak upon unmuting. The public may also send written comments by email to cityclerk@cityofmillersburg.org. Please limit comments to one page and include your name and address. Emails received before 5:00 p.m. on the day of the meeting will be included and read into the record for comments by the Council.

COUNCIL MEMBER AND STAFF COMMENTS

CITY MANAGER'S REPORT

- 4) Project Updates
- 5) Caselle Updates - YTD Budget Review
- 6) Proposed Municipal Code Update for Above Ground Storage Tanks

CITY ATTORNEY'S REPORT

UNFINISHED BUSINESS

NEW BUSINESS

- 7) Acceptance of Deed for Millersburg Real Property - Resolution 2022-12
Action: _____
- 8) Approval of Intergovernmental Agreement with Linn County Sheriff's Office
Action: _____
- 9) Approval of David Evans Contract Amendment
Action: _____
- 10) Acceptance of Mayor Lepin's Request to Discontinue Councilor Role as Mayor and Move to Councilor Position; Appointment of Council Member to Mayor's Role
Action: _____

CLOSING PUBLIC COMMENT

CLOSING COUNCIL COMMENT

ADJOURNMENT OF REGULAR MEETING

EXECUTIVE SESSION

After the regular meeting, Council may adjourn to an executive session in accordance with ORS 192.660(2)(e) or 192.660(2)(h).

Upcoming Meetings & Events:

For a schedule of meetings and events, visit the City's website calendar at <https://www.cityofmillersburg.org/meetings>

Rules of Conduct for Public Hearings

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting
2. Microphones will be muted and webcams will be turned off for remote participants unless called upon to speak or during public comment period.
3. Persons shall not comment or testify without first receiving recognition from the presiding officer and stating their full name and city of residence.
4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting. If online participant(s) disrupt the meeting, the participant(s) microphone and webcam will be turned off. If disruption continues, the participant(s) will be removed from the meeting.
5. The meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 458-233-6300.



CITY COUNCIL MEETING & PUBLIC HEARING MINUTES

July 12, 2022 @ 6:30 p.m.

- A. CALL TO ORDER Meeting called to order by Mayor Lepin at 6:29 p.m.
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
 Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Dave Harms, Mark Raum, and John Sullivan
 Councilors Absent: None
 Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Kimberly Wollenburg, City Recorder, Forrest Reid, City Attorney; Matt Straite, Community Development Director
 Presenters: Linn County Sheriff's Office
 Albany Fire Department
- D. CHANGES AND ADDITIONS TO THE AGENDA
 None
- E. CONSENT AGENDA
 1) Approval of June 14, 2022, City Council Regular Meeting & Public Hearing Minutes
 2) Annual Liquor License Renewals
 3) Acceptance of City Accounts Payable Report
 Action: **Motion to approve Consent Agenda as presented made by Councilor Scott Cowan; seconded by Councilor Mark Raum.**
Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Mark Raum: Aye
Councilor John Sullivan: Aye
 Motion PASSED: 5/0
- F. GUEST PRESENTATIONS
 1) Linn County Sheriff's Office Monthly Report
 Sergeant Steve Frambes, LCSO, presented the June 2022 report noting that June was a busy month. He said the vehicle thefts he mentioned in June's meeting slowed mid-month but theft by breaking into vehicles continued. He shared that the majority of the vehicles broken into were because vehicles were unlocked or valuable items sitting in plain sight.

Craig Ziegenhagel, Granite, spoke about illegal fireworks in Millersburg and read a statement to the Council. He addressed previous responses from LCSO and the City to illegal fireworks noting issues of being unable to locate illegal fireworks and not having someone willing to sign a complaint were shared. He spoke about recent responses from LCSO regarding illegal fireworks.

He asked for the following from City Council:

- Insist that LCSO enforce actions
- City staff patrol the area at night and note those violating
- Consider adoption of a social host ordinance and a chronic property nuisance ordinance.

Mr. Ziegenhagel asked Sergeant Steve Frambes how many pounds of fireworks were impounded and how many people were cited, and Sergeant Frambes said zero to both.

Discussion followed regarding the ability of LCSO to prosecute violators and the challenges in addressing fireworks violations. Sergeant Frambes shared some specific narratives from deputies regarding fireworks on the 4th of July.

2) Albany Fire Department

Deputy Chief Chris LaBelle presented the 2nd quarter 2022 Albany Fire Department report. He shared that there hasn't been anything unique to Millersburg regarding responses. Deputy Chief noted that fire alarm activations were the bulk of the calls and that overdoses for Millersburg only increased 1% versus Albany's 60%.

He also shared some staff changes and further broke down paramedic responses. Next he provided information regarding various events Albany Fire Department participated in.

G. PUBLIC COMMENT

- 1) Craig Ziegenhagel spoke about fireworks (see F (1) above).

Mayor Lepin opened the public hearing at 7:01 p.m.

H. PUBLIC HEARINGS

1) Modification of Territory (De-annexation) - Order

Community Development Director Straite spoke about the background and process for the de-annexation process. He provided information about the specifics of the project.

Action: **Motion to approve Order regarding the modification of territory (de-annexation) made by Councilor Dave Harms; seconded by Councilor Mark Raum.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye

Councilor Dave Harms: Aye
Councilor Mark Raum: Aye
Councilor John Sullivan: Aye

Motion PASSED: 5/0

Mayor Lepin closed the public hearing at 7:09 p.m. with no public comments received.

Mayor Lepin opened the public hearing at 7:11 p.m.

2) Development Code Update – Ordinance 195-22

Mayor Lepin spoke about the full revision of the Development Code and history. Community Development Director Straite presented the staff report and reviewed the proposed revisions and updates to the Development Code with the Council. Assistant City Manager/City Engineer Booth provided some additional clarification regarding driveways widths. City Manager Kreitman shared the reason for the request for declaring an emergency for the adoption the Ordinance is due to the city technically being in violation of a court order, with the inadvertent removal of radon provisions with the adopting of the new Code.

Action: **Motion to adopt Ordinance 195-22, and declaring an emergency provision to make the Ordinance effective immediately upon adoption made by Councilor John Sullivan; seconded by Councilor Dave Harms.**

Mayor Jim Lepin: Aye
Councilor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Mark Raum: Aye
Councilor John Sullivan: Aye

Motion PASSED: 5/0

Public Comment: Jim Thomas, Evergreen, noted it was frustrating to have a 10,000 square foot lot, but be unable to park RV on lot due to restrictions.

Mayor Lepin closed the public hearing at 7:33 p.m. with no public comments received.

I. COUNCIL MEMBER AND STAFF COMMENTS

None

J. CITY MANAGER'S REPORT

1) Fire Station Project Report

Assistant City Manager/City Engineer Booth did a brief review of the staff report regarding the current status. She also provided a financial update.

2) Project Updates

Assistant City Manager/City Engineer Booth provided an update regarding various projects in progress within the City, including the Woods Road shared use path, crack sealing, Old Salem Road AC water line and the stormwater management plan. Community Development Director

Straite provided an update regarding the Valley Pressure Washing project and Aymium, an industrial project currently proposed which is in the pre-application process. He and City Manager Kreitman then shared information about Aymium and the specifics of the project.

Community Development Director Straite provided updates regarding corrections to the City boundaries due to errors in the County system.

- 3) Caselle Update – YTD Budget Review
City Manager Kreitman reviewed the Caselle Connect Online dashboard for City finances.

K. CITY ATTORNEY'S REPORT

- 1) Psilocybin Ban – Verbal Report
City Attorney Reid gave a brief background regarding the Psilocybin Mushroom Act and the regulations regarding a city's ability to opt out (ban or temporary ban) of the Act to disallow service centers and manufacture, creation, etc. of mushrooms. He then reviewed the two draft ordinances.

Doug Iverson, Summit Avenue, addressed the Council regarding the options for a permanent or temporary (2-year) ban and believes there is no benefit to doing a 2-year ban. He also spoke about the challenges with compliance given that psilocybin mushrooms are readily available.

City Attorney Reid shared the process for adoption and the requirement for a vote on the November ballot.

Action: **Motion to adopt Ordinance No. 196-22 for a permanent ban on psilocybin mushrooms made by Councilor John Sullivan; seconded by Councilor Dave Harms.**

- Mayor Jim Lepin: Aye**
- Councilor Scott Cowan: Aye**
- Councilor Dave Harms: Aye**
- Councilor Mark Raum: Aye**
- Councilor John Sullivan: Aye**

Motion PASSED: 5/0

L. UNFINISHED BUSINESS
None

M. NEW BUSINESS

- 1) Acceptance of Right-of-Way Dedication – Resolution 2022-11
Assistant City Manager/City Engineer Booth provided some background regarding and the reason for the dedication on Royal Drive in the Sarah Meadow's subdivision.

Action: **Motion to adopt Resolution 2022-11 made by Councilor Mark Raum; seconded by Councilor Scott Cowan.**

- Mayor Jim Lepin: Aye**
- Councilor Scott Cowan: Aye**
- Councilor Dave Harms: Aye**
- Councilor Mark Raum: Aye**
- Councilor John Sullivan: Aye**

Motion PASSED: 5/0

2) **Changing Monthly Meeting Date to 1st Tuesday of the Month for Planning Commission – Verbal Report**

Community Development Director Matt Straite shared that the reason to request the change is because there are times Type 4 cases need Council approval, and with the current schedule, there's often a delay of a month.

Action: **Motion to change the monthly meeting date of the Planning Commission to the 1st Tuesday of the month effective September 2022 made by Councilor John Sullivan; seconded by Councilor Scott Cowan.**

- Mayor Jim Lepin: Aye**
- Councilor Scott Cowan: Aye**
- Councilor Dave Harms: Aye**
- Councilor Mark Raum: Aye**
- Councilor John Sullivan: Aye**

Motion PASSED: 5/0

N. CLOSING PUBLIC COMMENT

- 1) None

O. CLOSING COUNCIL COMMENT

- 1) Councilor Cowan shared that there is an Events Planning Committee meeting on Wednesday at 6:00 p.m.
- 2) Councilor Cowan asked about having the update on the rental house property owned by the City at an upcoming meeting.

P. ADJOURNMENT Mayor Lepin adjourned the regular meeting at 8:02 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kevin Kreitman
City Manager

Report Criteria:

Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
19239					
07/06/2022	19239	Barrett Business Services Inc.	Week ending 6/26/2022 Jaydin Brockmann	01-45-211	789.42
Total 19239:					789.42
19240					
07/06/2022	19240	Brittany Graves	Rec Reimbursement	01-45-210	200.00
Total 19240:					200.00
19241					
07/06/2022	19241	Dustin Patton	Monthly cell phone reimbursement for June 2022	01-40-215	35.00
Total 19241:					35.00
19242					
07/06/2022	19242	EC Electrical Construction Co	City Hall Electrical Work on light fixtures	01-40-213	231.94
Total 19242:					231.94
19243					
07/06/2022	19243	FEI Testing & Inspection Inc	FEI - Professional Services - Fire Station	02-65-202	3,413.80
Total 19243:					3,413.80
19244					
07/06/2022	19244	Forrest Reid	City Attorney - Monthly	01-40-230	10,775.00
Total 19244:					10,775.00
19245					
07/06/2022	19245	Jamie Comin	Employee reimbursement for Costco- office coffee	01-40-221	85.34
Total 19245:					85.34

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
19246					
07/06/2022	19246	Janelle Booth	Cell Phone Reimbursement April-June 2022	01-40-215	105.00
Total 19246:					105.00
19247					
07/06/2022	19247	Kevin Kreitman	Cell phone reimbursment April-June 2022	01-40-215	105.00
Total 19247:					105.00
19248					
07/06/2022	19248	Kimberly Wollenburg	Cell Phone Reimbursement April- June 2022	01-40-215	105.00
Total 19248:					105.00
19249					
07/06/2022	19249	LOC	FY 2022-23 membership dues	01-40-227	2,907.42
Total 19249:					2,907.42
19250					
07/06/2022	19250	Matt Straite	Cell phone reimbursment April-June 2022	01-40-215	105.00
Total 19250:					105.00
19251					
07/06/2022	19251	MidValley Newspapers	Notice of public review	01-40-211	1,080.00
Total 19251:					1,080.00
19252					
07/06/2022	19252	Nancy Lochner	Library reimbursement	01-40-231	80.00
Total 19252:					80.00
19253					
07/06/2022	19253	Nicholas Borninski	Rec reimbursement	01-45-210	200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 19253:					200.00
19254					
07/06/2022	19254	Northwest Tractor Services LLC	Northwest Tractor Services - Field cutting	01-40-223	460.00
07/06/2022	19254	Northwest Tractor Services LLC	Northwest Tractor Services - Field cutting	01-45-211	435.00
07/06/2022	19254	Northwest Tractor Services LLC	Northwest Tractor Services - Field cutting	01-40-223	311.50
Total 19254:					1,206.50
19255					
07/06/2022	19255	Oregon Corrections Enterprises	Fire Station supplies	01-50-214	19,441.00
07/06/2022	19255	Oregon Corrections Enterprises	Fire Station supplies	01-50-214	3,109.00
Total 19255:					22,550.00
19256					
07/06/2022	19256	Randy Mueller	Cell phone Reimbursement April-June 2022	01-40-215	105.00
Total 19256:					105.00
19257					
07/06/2022	19257	US Bank	Flash drives	01-40-221	7,575.71
Total 19257:					7,575.71
19258					
07/06/2022	19258	Valley Merchant Police, Inc	Unlock Gate weekends and holidays June 2022	01-45-211	292.50
Total 19258:					292.50
19259					
07/06/2022	19259	Wildish Paving Co.	Public Street (includes storm)	02-65-202	332,594.05
Total 19259:					332,594.05
19260					
07/06/2022	19260	Witherspoon Industries LLC	City Hall Janitorial	01-40-223	600.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 19260:					600.00
19261					
07/06/2022	19261	Xterma Pest Control Inc.	City Hall Pest Control-ant treatment	01-40-213	105.00
Total 19261:					105.00
19263					
07/13/2022	19263	AKS Engineering & Forestry LLC	Wetlands-Central Industrial Property	01-40-210	3,075.00
Total 19263:					3,075.00
19264					
07/13/2022	19264	Albany Area Chamber of Commerce	Albany Area Chamber of Commerce - Forum Luncheon	01-40-226	66.00
Total 19264:					66.00
19265					
07/13/2022	19265	Barrett Business Services Inc.	Week ending 7/3//2022 Jaydin Brockmann	01-45-211	782.60
Total 19265:					782.60
19266					
07/13/2022	19266	CECO, INC.	Monthly Fuel 6/22	01-45-211	281.91
Total 19266:					281.91
19267					
07/13/2022	19267	Greater Albany Public Schools District 8	Construction Excise Tax	01-52-210	15,363.81
Total 19267:					15,363.81
19268					
07/13/2022	19268	Heath's Laundry	City Hall rug service	01-40-221	31.60
07/13/2022	19268	Heath's Laundry	City Hall rug service	01-40-221	31.60
07/13/2022	19268	Heath's Laundry	City Hall rug service	01-40-221	31.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 19268:					94.80
19269					
07/13/2022	19269	Helen Naegle	Helen Naegle - Rec Reimbursement	01-45-210	200.00
Total 19269:					200.00
19270					
07/15/2022	19270	Oregon Pers	Employee PERS	01-40-131	.00
Total 19270:					.00
19271					
07/13/2022	19271	Pacific Power	Fire Station power	01-50-725	899.31
07/13/2022	19271	Pacific Power	Monthly Power Usage-June 2022	04-80-217	6,069.38
Total 19271:					6,968.69
19272					
07/13/2022	19272	Wheat LLC	Monthly Sweeping	02-60-214	2,199.17
Total 19272:					2,199.17
19273					
07/18/2022	19273	Barrett Business Services Inc.	Week ending 7/10//2022 Jaydin Brockmann	01-45-211	618.80
Total 19273:					618.80
19274					
07/18/2022	19274	Cascades West Regional Consortium	Cascades West Regional Consortium - Annual Membership Dues	01-40-227	1,000.00
Total 19274:					1,000.00
19275					
07/18/2022	19275	David Evans & Associates, Inc.	Water SDC Fund	05-95-611	20,713.25
Total 19275:					20,713.25

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
19276					
07/18/2022	19276	EC Electrical Construction Co	Install 5 cord drops at Firestation	01-50-725	1,192.06
Total 19276:					1,192.06
19277					
07/18/2022	19277	K&D Engineering	Woods Road - Topography Survey	02-60-715	5,750.25
Total 19277:					5,750.25
19278					
07/18/2022	19278	Kristin Gordon	Rec Reimbursement-reissue check	01-45-210	200.00
Total 19278:					200.00
19279					
07/18/2022	19279	Linn County Planning and Building	Monthly Building Permit Bill	01-52-211	8,790.77
Total 19279:					8,790.77
19280					
07/18/2022	19280	LS Networks	Monthly Internet and Phones	01-40-215	.00
Total 19280:					.00
19281					
07/18/2022	19281	Providence Health Plan	Medical Insurance	01-40-132	6,703.65
Total 19281:					6,703.65
19282					
07/18/2022	19282	Saif Corporation	Saif Installment	01-40-133	1,133.25
Total 19282:					1,133.25
19283					
07/18/2022	19283	Tiffany Stahl	Library Reimbursement	01-40-231	80.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 19283:					80.00
19285					
07/27/2022	19285	Adamosky Technical Solutions Corporation	Firestation conference room equipment	01-50-214	1,960.00
Total 19285:					1,960.00
19286					
07/27/2022	19286	Aflac	AFLAC - through July 2022	01-40-134	44.52
Total 19286:					44.52
19287					
07/27/2022	19287	Barrett Business Services Inc.	Week ending 7/17/2022 Jaydin Brockmann	01-45-211	782.60
Total 19287:					782.60
19288					
07/27/2022	19288	Business Connections, Inc.	Answering Service	01-40-215	47.00
Total 19288:					47.00
19289					
07/27/2022	19289	CECO, INC.	Monthly Fuel 6/22-7/22	01-45-211	430.04
Total 19289:					430.04
19290					
07/27/2022	19290	City of Albany	4th QTR Call A Ride	01-40-218	1,014.00
Total 19290:					1,014.00
19291					
07/27/2022	19291	De Lage Landen Financial Services, Inc.	Monthly Printer Lease	01-40-222	374.55
Total 19291:					374.55

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
19292					
07/27/2022	19292	Elisha Saville	Library reimbursement	01-40-231	80.00
Total 19292:					80.00
19293					
07/27/2022	19293	Elissa Carver	Library reimbursement	01-40-231	40.00
Total 19293:					40.00
19294					
07/27/2022	19294	Handy Hands Landscape C&M LLC	Handy Hands - Landscape City Hall	01-40-223	1,536.00
Total 19294:					1,536.00
19295					
07/27/2022	19295	LS Networks	Monthly Internet and Phones	01-40-215	374.25
Total 19295:					374.25
19296					
07/27/2022	19296	MetLife - Group Benefits	Billing period July 2022	01-40-135	827.24
Total 19296:					827.24
19297					
07/27/2022	19297	NW Natural	Monthly Gas- Firestation	01-50-212	216.36
Total 19297:					216.36
19298					
07/27/2022	19298	Oregon Cascades West COG	Annual Membership FY 22/23	01-40-227	4,033.15
Total 19298:					4,033.15
19299					
07/27/2022	19299	Saalfeld Griggs PC	Purchase of City Right of Way- Consor Road Intersection	01-40-230	373.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 19299:					373.50
19300					
07/27/2022	19300	Sierra Springs	Sierra water July 22	01-40-221	67.75
Total 19300:					67.75
19301					
07/27/2022	19301	Sunbelt Rentals Inc	Stump Grinder Track sweeper for park	01-45-211	503.63
Total 19301:					503.63
Grand Totals:					473,165.28

Report Criteria:
 Report type: Invoice detail
 Check.Type = {<>} "Adjustment"



LINN COUNTY SHERIFF'S OFFICE

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

2022

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

FOR THE MONTH OF: July

TRAFFIC CITATIONS: -----	7
TRAFFIC WARNINGS: -----	9
TRAFFIC CRASHES: -----	2
ADULTS CITED/VIOLATIONS: -----	1
ADULTS ARRESTED : -----	2
JUVENILES CITED/VIOLATIONS: -----	0
JUVENILES ARRESTED: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED:-----	128

TOTAL HOURS SPENT: 154 hours

CONTRACT HOURS= 153 HOURS

**Michelle Duncan,
Sheriff, Linn County**

By: Sergeant Steven Frambes



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: City Staff
DATE: August 3, 2022, for Council Meeting August 9, 2022
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.

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

Old Salem Road Speed Study

The City and Linn County made a joint request for a speed study on Old Salem Road. The study request was submitted in February, 2022. We were contacted by ODOT on 8/2/22 regarding field work to support the study, which will take place the week of 8/5/22.

Truax Creek Bridge

Due to Congress passing the Infrastructure Investment and Jobs Act (IIJA), the local agencies received additional bridge replacement funding. Therefore, ODOT is scoping additional bridges for possible funding. The Truax Creek bridge was identified for this additional scoping effort. An on-site meeting was held in June and a follow up meeting is scheduled for the week of August 15.

City Projects

- Woods Road Shared Use Path – Surveying work complete
- Crack Sealing – RFQ under development
- Old Salem Road AC Waterline – Design ongoing, waiting for ODOT response to work within their right-of-way
- Stormwater Management Plan – In progress
- **Industrial Property Survey** – RFQs sent to surveyors, quotes due 8/12

Disposal of City Surplus Property

In discussion with the YMCA regarding the living quarters for temporary Fire Station 15, we have determined the structure is not beneficial in a temporary status and have identified it as surplus property. We reached out to Homes Direct, who was the agent representing Palm Harbor when we purchased the structure, for the recommendation of a realtor with experience in the listing of facilities such as this. We have met with John Pulvers from Keller Williams Realty, who specializes in this market and works with companies specializing in the removal and relocation of similar structures. He is preparing a market analysis for the potential listing of the structure and accessories including the skirting and ramps. Based on that review we are likely to engage his services in listing of the structure for sale.

Staff are getting ready to send out requests for proposals to demolish the existing City-owned house. A draft RFQ has been completed and previously two companies expressed interest in the project. Prior to demolition, law enforcement and fire will use the building for training purposes.

TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: August 3, for the August 9, 2022 City Council Meeting
 SUBJECT: Proposed Property Donation



Action Requested: Adoption of Resolution 2022-12 accepting a donation of four tracts of property, totaling approximately 2.2 acres.

Discussion:

Millersburg Land and Development, LLC proposes to donate to the City of Millersburg tracts of land that were created with the Sweetwater Phase 3 and Becker Ridge Phase 4 subdivisions. These tracts of land consist of wetlands and/or open space areas contiguous with existing City-owned properties and drainageways. The tracts are described below:

Sweetwater Phase 3

Tract A – north side of Clearwater Drive at drainage crossing (0.03 acres).

Tract B – south side of Clearwater Drive at drainage crossing (0.02 acres).

Tract D – southeast corner of Navajo Court and Trask Lane (0.14 acres).

Becker Ridge Phase 4

Tract E – open space and wetlands, contains drainage channel and City of Millersburg stormwater facilities (approximately 2.01 acres).

Accepting this property will provide continuity of ownership and maintenance of property. It will also give the City ownership of property containing existing City-owned drainage facilities.

Budget Impact:

None immediately. Minimal long term maintenance costs.

Recommendation:

Staff recommends Council adopt Resolution 2022-12.

Attachment(s):

- Resolution 2022-12
- Warranty Deed
- Letter from Millersburg Land and Development, LLC
- Exhibits

RESOLUTION 2022-12

**A RESOLUTION TO ACCEPT A DEED FOR REAL PROPERTY
LOCATED IN MILLERSBURG, OREGON**

WHEREAS, the City of Millersburg (City) owns various parcels of real estate within the City of Millersburg; and,

WHEREAS, City of Millersburg-owned real property is beneficial to the residents of Millersburg, Oregon; and,

WHEREAS, Millersburg Land & Development LLC wishes to dedicate to the City of Millersburg certain real property, hereinafter more particularly referred to in the Statutory Warranty Deed known as attached Exhibit A; and,

WHEREAS, the City can use the dedicated property for the benefit of the residents of Millersburg, Oregon;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF MILLERSBURG, OREGON, THAT:**

The City of Millersburg accepts the Statutory Warranty Deed (Exhibit A) from the Millersburg Land & Development LLC. and authorizes the City Manager to sign all documents necessary to convey that certain real property to the City of Millersburg.

**ADOPTED BY THE CITY COUNCIL AND EFFECTIVE THIS 9th DAY OF
AUGUST, 2022.**

Jim Lepin, Mayor

ATTEST:

Kimberly Wollenburg, City Recorder

**COVER SHEET
STATUTORY WARRANTY DEED**

GRANTOR:

Millersburg Land and Development, LLC
PO Box 2375
Clackamas, OR 97015

GRANTEE:

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

AFTER RECORDING RETURN TO:

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

Millersburg Land and Development, LLC
PO Box 2375
Clackamas, OR 97015

**UNTIL A CHANGE IS REQUIRED
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:**

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

TRUE AND ACTUAL CONSIDERATION:

The true and actual consideration paid for this conveyance is \$1.00.

**STATUTORY WARRANTY
DEED**

KNOW ALL MEN BY THESE PRESENTS, that the Millersburg Land & Development LLC., hereinafter known as "Grantor," for the consideration hereinafter stated, does hereby convey and warrant to the City of Millersburg, Oregon, the real property located in Linn County, Oregon ("Property"), legally described in attached Exhibit A.

Grantor covenants that Grantor is seized of an indefeasible estate in the Property in fee simple, that Grantor has good right to convey the Property, that the Property is free from encumbrances, except those which are a matter of public record, and that Grantor warrants and will defend the title to the Property against all persons who claim the same, except that Grantor shall not be required to make any payment arising out of the forgoing in excess of the proceeds of any available policies of title insurance. It is the intention of Grantor to preserve, to the greatest extent possible, all existing title insurance coverage. The true and actual consideration paid for this conveyance is \$1.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument on _____, 2020.

Grantor: Millersburg Land & Development, LLC

Millersburg Land & Development, LLC

STATE OF OREGON, COUNTY OF LINN) ss.

This instrument was acknowledged before me on _____, 2020, by _____ as an authorized representative of Millersburg Land & Development, LLC, Grantor.

Notary Public for Oregon
My commission expires: _____

To The City of Millersburg

Attention Janelle:

We would like to take to the City Council the open tracks of land in Sweetwater Phase III and Becker Ridge Phase IV.

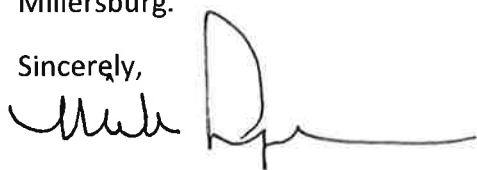
Sweetwater Phase III: Millersburg Land & Development has title to Tracts A, B & D. Tract C has been deeded to Conser Development as agreed when we purchased the land. They are in the process of donating to the City of Millersburg Tract C.

Millersburg Land & Development would like to donate and deed Tracts A & B which border Clearwater Dr and where held to get road through open tract the City already owns from Sweetwater Phase II. Tract D also adjoins the open tract The City owns from Phase II and was left over land from the creation of Sweetwater Phase III. It was noted that The City would be interested in us donating this to add to the already existing Open Tract they currently own.

Becker Ridge Phase IV: Millersburg Land & Development has title to Tracts E & F. Millersburg Land & Development would like to donate Tract E, approximately 2.01 acres of greenspace that adjoins and would create a continuation of Greenspace The City of Millersburg will receive from Conser Development in Sweetwater Phase III. Tract F has a sewer easement and public utility easement running in the open tract. Millersburg Land & Development has agreed to transfer Tracts to the Henschel Family which the Tract adjoins their existing property and will transfer Tract with approved language The City would like for the sewer easement which Janelle has provided. Millersburg Land & Development will get approval of language added to make sure The City has what they need prior to transfer of deed.

Please let us know if we can create deeds and obtain approval for all parcels as detailed above & shown on attached maps for each project to give and/or donate these lands to The City of Millersburg.

Sincerely,



Mike Agee

Millersburg Land & Development LLC

60 120 FT.
SCALE: 1" = 60'

PROPOSED EASEMENT (L151)
E1 VARIABLE WIDTH PUBLIC EASEMENT FOR WATER MAIN AND SEWER
E2 7' WIDE PRIVATE STORM DRAIN EASEMENT (SEE DECLARATION)

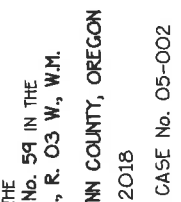
CENTERLINE CURVE DATA TABLE:

CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	400.00'	83.16'	583.33	85.00'
C2	150.00'	104.52'	56.92	102.42'
C3	300.00'	213.94'	57.02	204.48'
C4	200.00'	99.92'	114.34	40.57'

REGISTERED PROFESSIONAL LAND SURVEYOR
JOE J. GOTTA
OREGON
EXPIRES 12/31/19
Renewal: 12/31/19

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
JOE J. GOTTA

C.S. 26660
SWEETWATER ESTATES
3RD. ADDITION PHASE 3
A REPLAT OF PARCEL 3, PARTITION PLAT 2017-74
LOCATED IN THE
SARAH FARLOW D.L.C. No. 59 IN THE
NW 1/4 SEC. 21, T. 10 S., R. 03 W., W.M.
IN THE
CITY OF MILLERSBURG, LINN COUNTY, OREGON
DECEMBER 7, 2018
CITY OF MILLERSBURG CASE No. 05-002

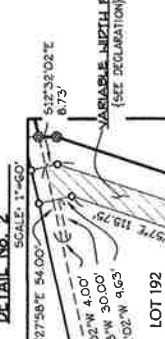
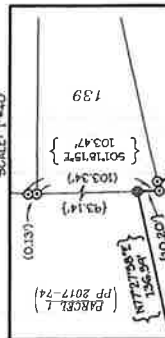


CURVE DATA TABLE:

CURVE	RADIUS	LENGTH	CHORD	DELTA
3	370.00'	41.25'	580.37	41.25'
4	10.00'	16.83'	14.76	16.83'
5	151.00'	8.31'	101.18	8.31'
34	10.00'	15.60'	54.75	14.07'
35	180.00'	56.76'	580.37	56.76'
36	180.00'	68.67'	560.40	68.26'
37	270.00'	16.67'	583.03	16.67'
38	270.00'	116.28'	563.56	116.28'
39	270.00'	59.65'	564.76	59.65'
40	8.00'	12.92'	144.33	12.92'
41	174.00'	86.93'	144.33	86.03'
42	226.00'	33.34'	524.34	33.34'
43	226.00'	51.49'	513.54	51.37'
44	226.00'	28.08'	503.49	28.06'
45	8.00'	12.61'	145.26	11.35'
46	330.00'	19.59'	145.26	19.59'
47	330.00'	81.47'	145.26	81.47'
48	330.00'	41.56'	145.26	41.56'
49	330.00'	25.01'	145.26	25.01'
50	330.00'	67.76'	145.26	67.76'
51	120.00'	63.64'	145.26	63.64'
52	120.00'	14.98'	145.26	14.98'
53	430.00'	3.38'	145.26	3.38'
54	430.00'	65.61'	145.26	65.61'
55	430.00'	2.56'	145.26	2.56'
56	26.00'	33.06'	145.26	33.06'

LINE DATA TABLE:

No.	DIRECTION	LENGTH
L26	[N00°15'02"E]	[15.40']
L27	[S00°15'59"W]	[10.00']
L28	[S12°32'02"E]	[23.63']
L29	[S12°32'02"E]	[18.73']
L30	[S00°15'59"E]	[10.25']
L31	[N68°41'30"E]	[27.00']
L32	[N68°41'30"E]	[12.40']
L33	[S18°37'57"W]	[64.28']
L34	[N84°34'52"E]	[15.40']
L35	[N84°34'52"E]	[19.03']



Date: 7/18/2019 Time: 15:54
Scale: 1"=60'
File: d:\2017\17-192-n17-192a-60.dwg (Copy)
K & D ENGINEERING, Inc.
276 N.W. Highway, Oregon 97021
(503) 268-2888

C.S. 26660

SWEETWATER ESTATES
3RD. ADDITION PHASE 3

A REPLAT OF PARCEL 3, PARTITION FLAT 2017-74
LOCATED IN THE

SARAH FARLOW D.L.C. No. 59

IN THE

NW 1/4 SEC. 21, T. 10 S., R. 03 W., WM.

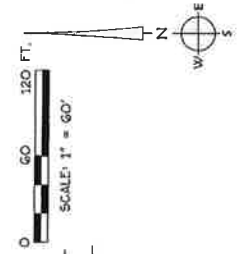
CITY OF MILLERSBURG, LINN COUNTY, OREGON

DECEMBER 7, 2018

CITY OF MILLERSBURG CASE NO. 05-002

Item 7

SHEET 2 OF



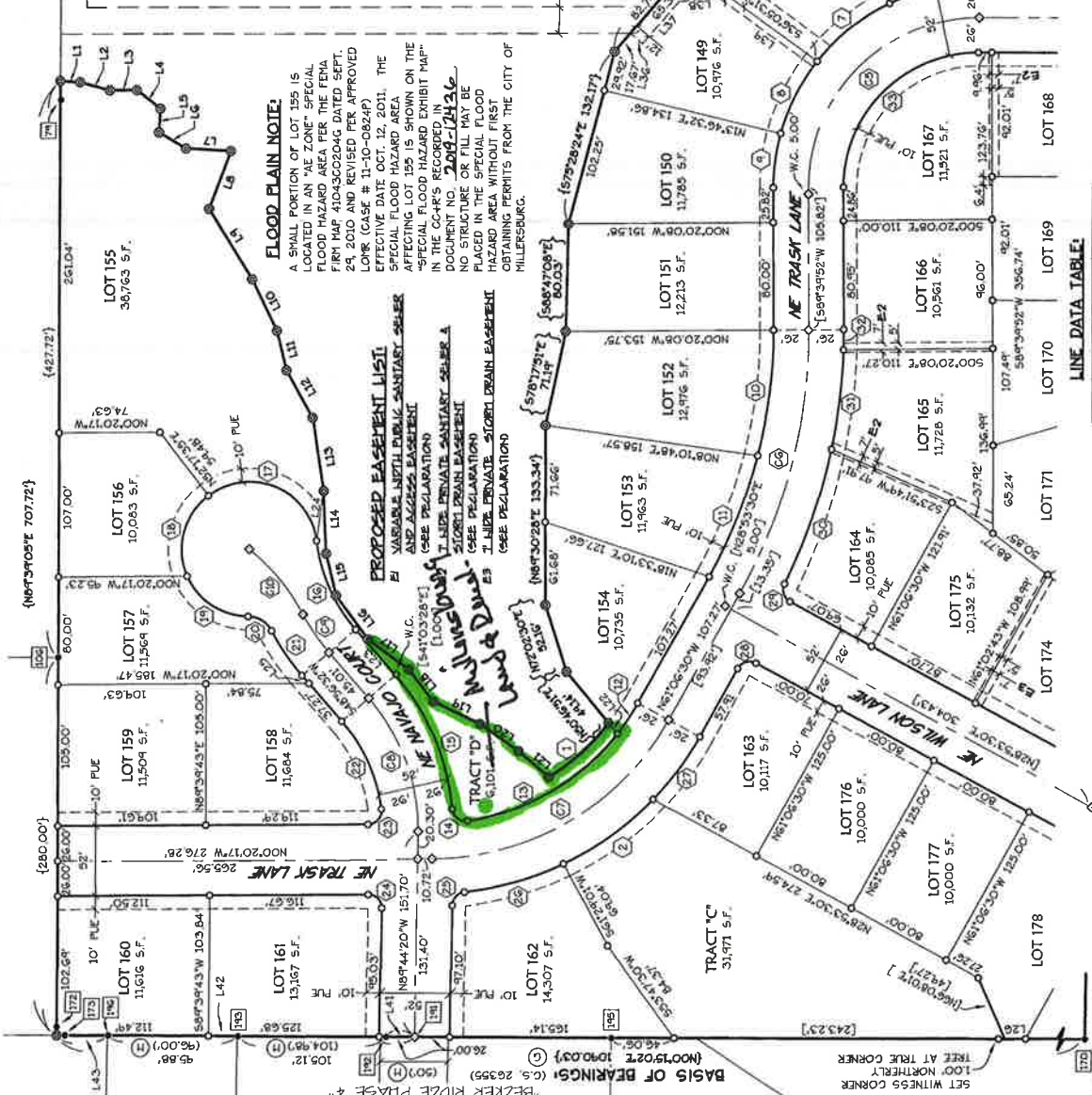
LINE DATA TABLE:

No.	DIRECTION	LENGTH
L22	N50°46'31"E	10.28'
L23	[N48°56'32"E]	[45.00']
L24	S62°39'47"E	37.20'
L25	S48°56'32"W	7.74'
L36	S40°09'44"W	12.00'
L37	S47°00'16"E	40.91'
L38	S06°52'22"E	24.27'
L39	S38°09'31"W	88.16'

LEGEND:
SEE SHEET 1 OF THIS PLAT
EXISTING 20" WIDE SEWER AND UTILITIES EASEMENT AS SHOWN ON THE MILLERSBURG PER LINN COUNTY DEED VOL. 482, PAGE 106.

FLOOD PLAIN NOTE:
A SMALL PORTION OF LOT 155 IS LOCATED IN AN "AE ZONE" SPECIAL FLOOD HAZARD AREA PER THE FEMA FIRM MAP 41043C0204G DATED SEPT. 29, 2010 AND REVISED PER APPROVED LORR (CASE # 11-10-0824P) EFFECTIVE DATE OCT. 12, 2011. THE SPECIAL FLOOD HAZARD AREA AFFECTING LOT 155 IS SHOWN ON THE SPECIAL FLOOD HAZARD EXHIBIT MAP "N" OF THE LORR PERMITTED DOCUMENT # 2010-21426. NO STRUCTURE OR FILL MAY BE PLACED IN THE SPECIAL FLOOD HAZARD AREA WITHOUT FIRST OBTAINING PERMITS FROM THE CITY OF MILLERSBURG.

PROPOSED EASEMENT LIST:
#1 VARIABLE WIDTH PUBLIC SANITARY SEWER EASEMENT (SEE DECLARATION)
#2 T-PIPE PRIVATE SANITARY SEWER & STORAGE EASEMENT (SEE DECLARATION)
#3 T-PIPE PRIVATE STORAGE DRAIN EASEMENT (SEE DECLARATION)



LINE DATA TABLE:

No.	DIRECTION	LENGTH
L41	N00°15'02"E (N00°04'30"E)	24.96' (25.00') (H)
L42	N00°15'02"E	21.62'
L43	N00°15'02"E (N00°04'30"E)	38.22' (37.72') (H)

LINE DATA TABLE:

No.	DIRECTION	LENGTH
L15	S76°13'26"W	[32.12]
L16	S53°52'22"W	[40.28]
L17	S36°28'23"W	[37.62]
L18	S92°04'50"W	[30.12]
L19	S27°59'10"W	[38.62]
L20	S35°02'30"W	[34.68]
L21	S40°47'30"W	[24.62]

LINE DATA TABLE:

No.	DIRECTION	LENGTH
L1	S02°49'38"W	[14.43]
L2	S19°42'24"W	[22.80]
L3	S00°33'03"E	[19.63]
L4	S37°37'59"W	[22.57]
L5	N86°55'32"W	[17.54]
L6	S30°24'46"W	[23.56]
L7	S37°19'26"W	[33.33]

LINE DATA TABLE:

No.	DIRECTION	LENGTH
L141	N00°15'02"E (N00°04'30"E)	24.96' (25.00') (H)
L142	N00°15'02"E	21.62'
L143	N00°15'02"E (N00°04'30"E)	38.22' (37.72') (H)

REGISTERED PROFESSIONAL LAND SURVEYOR
JOE J. COTA
P.L.S. 58561
RENEWAL: 12/31/19

Date: 7/15/2019
Scale: 1"=100'
Time: 15:34
File: dwg_201717-192-a17-1923-dp.dwg (George)

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
JOE J. COTA
P.L.S. 58561

K & D ENGINEERING, INC.
276 N.W. Albany Street, Suite 200, Box 708
Albany, Oregon 97321
(503) 928-2683

CENTERLINE CURVE DATA TABLE:

CURVE	RADIUS	LENGTH	CHORD	DELTA
C5	[129.000']	[197.66']	[N49°02'03"W 377.70']	[80°36'10"]
C6	400.00'	204.03'	N79°43'19"W 201.64'	297°13'38"
C7	200.00'	212.13'	N30°43'23"W 202.32'	60°46'13"
C8	150.00'	108.17'	N67°36'06"E 105.64'	47°19'07"
C4	150.00'	34.45'	N85°31'20"E 34.38'	13°09'36"
C10	155.31'	63.33'	N60°25'13"E 62.89'	23°21'51"

CURVE DATA TABLE:

CURVE	RADIUS	LENGTH	CHORD	DELTA
1	[164.00']	[94.75']	S42°28'51"E 94.42'	[20°32'22"]
2	226.00'	81.75'	S36°06'54"E 81.30'	20°43'28"
5	151.00'	5.31'	N01°18'35"W 5.31'	03°09'13"
6	151.00'	60.40'	N47°20'45"W 60.00'	22°55'09"
7	151.00'	69.06'	N38°54'29"W 68.46'	26°12'18"
8	151.00'	60.36'	N63°27'59"W 59.98'	22°54'42"
9	151.00'	40.62'	N82°37'44"W 40.50'	35°24'49"
10	374.00'	94.10'	N83°07'40"W 93.95'	14°24'56"
11	374.00'	96.88'	N68°30'91"W 96.41'	14°48'42"
12	174.00'	27.32'	N66°36'35"W 27.30'	08°59'50"
13	174.00'	130.81'	N30°34'26"W 127.75'	43°04'26"
14	10.00'	16.36'	N37°50'30"E 14.60'	93°45'26"
15	[176.00']	[109.90']	[N66°49'32"E 106.12']	[35°46'40"]
16	124.00'	73.35'	N65°53'15"E 72.28'	33°53'25"
17	90.00'	105.19'	N27°33'46"E 86.84'	120°32'23"
18	50.00'	66.49'	N75°48'16"W 61.70'	76°11'42"
19	50.00'	57.27'	S53°17'13"W 54.19'	67°37'49"
20	20.00'	21.51'	S31°17'21"W 20.44'	61°37'35"
21	176.00'	40.42'	S39°31'20"W 40.34'	13°09'36"
22	124.00'	78.71'	S65°44'26"W 71.67'	33°39'47"
23	10.00'	16.95'	N46°53'59"W 14.99'	97°07'24"
24	10.00'	15.81'	S44°57'41"W 14.22'	90°59'56"
25	226.00'	76.34'	S16°04'31"E 75.98'	17°21'17"
26	226.00'	57.71'	S55°47'34"E 57.56'	14°37'53"
28	10.00'	15.71'	S15°06'30"E 14.14'	90°00'00"
29	10.00'	15.19'	N72°24'11"E 13.77'	87°01'28"
30	426.00'	105.75'	S71°15'0"E 103.48'	14°33'24"
31	426.00'	74.37'	S58°18'37"E 74.28'	10°00'10"
32	426.00'	15.05'	S69°12'25"E 15.05'	02°01'26"
33	98.00'	156.89'	S45°02'03"E 140.74'	90°36'10"

BECKER RIDGE PHASE 4

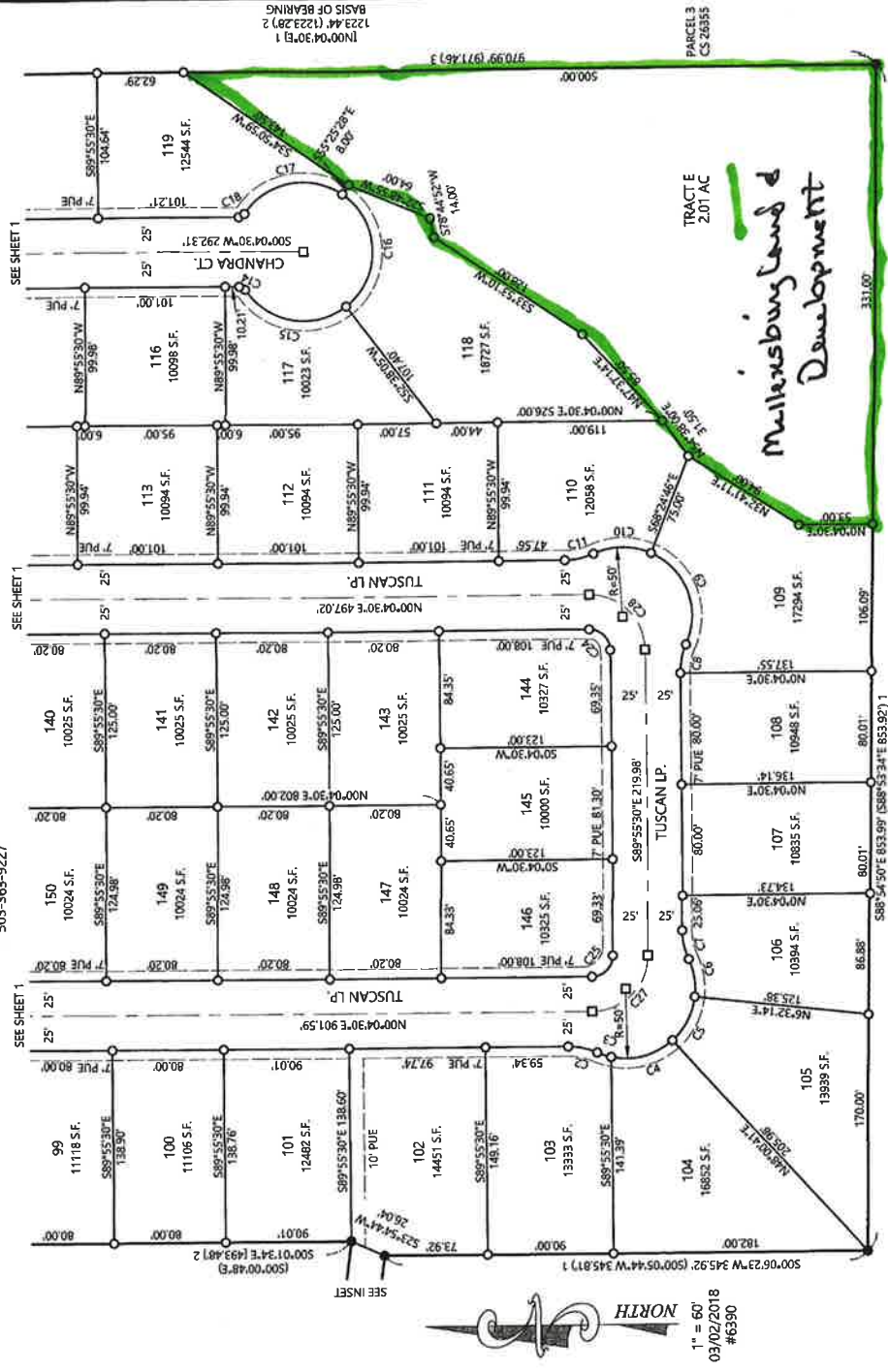
A REPLAT OF PARCELS 2 AND 3, PARTITION PLAT 1990-02
 IN THE SE 1/4 SEC. 17, SW 1/4 SEC. 16, NE 1/4 SEC. 20, & NW 1/4 SEC. 21, T. 10 S., R. 3 W., W.M.

- NOTES:
- ALL MONUMENTS FOUND IN GOOD CONDITION AND WITHIN 10' OF THE SURFACE OF THE GROUND UNLESS OTHERWISE NOTED.
- LEGEND:
- CS = COUNTY SURVEY
 - WC = WITNESS CORNER
 - OFF = OFFSET
 - PUE = BELONGS TO UTILITY EASEMENT
 - () = RECORD DATA AND MEASURED DATA PER SURVEY NOTED
 - () = RECORD DATA PER SURVEY NOTED
 - () = RECORD DATA PER SURVEY NOTED
 - = FOUND 5/8" IRON ROD PER CS 19816, UNLESS OTHERWISE NOTED
 - = FOUND 5/8" IRON ROD WITH RED PLASTIC CAP SCRIBED "NORTHSTAR SURVEYING" PER CS 25969
 - = SET 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "MULTI/TECH ENG."
 - = SET 5/8" x 30" IRON ROD WITH ALUMINUM CAP SCRIBED "MULTI/TECH ENG."
- REFERENCES:
- PLAT 1990-02 - PARTITION PLAT 1990-02
 - CS 25969 - BECKER RIDGE PHASE 3
 - CS 26355 - PARTITION PLAT 2017-74

BY:
 MULTI/TECH ENGINEERING SERVICES, INC.
 1155 13TH ST. S.E. SALEM, OREGON 97302
 503-563-9227

ROBERT D. HAMMAN

C.S.
 I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT



REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 JULY 13, 2004
 ROBERT D. HAMMAN
 64202LS
 EXPIRES: 6-30-2019

SHEET 7



TO: Millersburg City Council

FROM: Kevin Kreitman, City Manager

DATE: August 3, 2022, for the August 9, 2022, City Council Meeting

SUBJECT: Intergovernmental Agreement with Linn County Sheriff's Office for Law Enforcement Functions

Action Requested: Approval of the attached three (3) year Intergovernmental Agreement (IGA) with Linn County Sheriff's Office (LCSO) for Law Enforcement Functions.

Discussion:

The City began contracting for enhanced law enforcement functions with LCSO in June of 1990. In June of 2017 the cities of Harrisburg, Mill City, Brownsville, Millersburg, Halsey, and Scio, moved from previous individual city IGAs to the establishment of a joint IGA among the seven cities who contract with LCSO for enhanced law enforcement functions.

The Cities of Millersburg, Brownsville, Halsey, Harrisburg, and Scio remain in the joint IGA. This agreement has resulted in hourly rates for the enhanced functions consistent for all signatories to the agreement.

The joint agreement also established policy on how annual contract increases will be calculated for all contract cities ongoing, and this contract as with previous intergovernmental agreements runs concurrent with the County Collective Bargaining agreement. We are continuing to contract for 1,836 hours, our contract increases for 2022-2023 is 5 percent, with the 2023-2024 and 2024-2025 at 4 percent each

Budget Impact:

LCSO provided an estimated hourly contract rate increase anticipated during contract negotiations. Based on those estimates, sufficient funding is included in our current fiscal year budget.

Recommendation:

It is requested that Council approve the attached IGA for Law Enforcement Functions and authorize the City Manager to sign the agreement.

Attachment(s):

- IGA with Linn County for Law Enforcement Services

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF MILLERSBURG AND LINN COUNTY SHERIFF'S OFFICE

PARTIES TO THE AGREEMENT

This agreement is made and entered into this 1st day of July, 2022, by and between the City of Millersburg, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

PURPOSE

The CITY is desirous of contracting with COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the COUNTY, through the Sheriff thereof. The COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010 and ORS 206.345.

IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:

- 1. **Payment by CITY.** CITY shall pay COUNTY in cash equivalent the annual sum set forth below (other cities listed for information only):

CITY	HRS	CONTRACT AMOUNT		
		2022-2023	2023-2024	2024-2025
Brownsville	2400	\$190,296	\$197,904	\$205,824
Halsey	864	\$68,506	\$71,245	\$74,096
Harrisburg	3300	\$261,657	\$272,118	\$283,008
Millersburg	1836	\$145,576	\$151,396	\$157,455
Scio	864	\$68,506	\$71,245	\$74,096

Said amounts shall be paid in quarterly installments during the course of each fiscal year, July 1st through June 30th.

- 2. **Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
- 3. **Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2022 through and including June 30, 2025. However, the service of the COUNTY shall continue to be performed and the authority granted to the COUNTY to enforce the ordinances of

the CITY shall continue until thirty days after notice is given by either party that such services or authority is discontinued. By December 31st of each year, the CITY and COUNTY shall review the terms of the agreement and determine if any amendments are desired. In order for any modification to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties.

- 4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement 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 other party.

The terms of this provision are neither intended to nor shall they create a right for any third party. The obligations contained in this section shall survive the termination of this Agreement.

- 5. **COUNTY** shall be exclusively responsible for all its employees, for providing their wages, benefits, insurance, taxes and all the like whether required by federal, state or local law or any Collective Bargaining Agreement, including but not limited to workers compensation and contributions to Public Employees Retirement System (PERS).
- 6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
- 7. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County.

IN WITNESS WHEREOF, the CITY by resolution duly adopted by its respective City Council cause this agreement to be signed by its Mayor and attested by the City Recorder, and the COUNTY by order of its County Commission and attested by the Clerk and the said COUNTY, and subscribed by the Sheriff of Linn County, all on the day and year first above written.

CITY OF _____

LINN COUNTY, a political
subdivision of the State of
Oregon

By: _____
Mayor City Manager Date

By: Roger Reynolds 6-21-2022
Chairman Date

ATTEST:

Wendy Co 6-21-2022
Commissioner Date

City Recorder

[Signature] 6-21-2022
Commissioner Date

APPROVED AS TO FORM:

Michelle Ann 6/14/2022
Sheriff Date

[Signature]
Linn County Legal Counsel

ATTEST:

City Legal Counsel

Linn County Clerk

EXHIBIT A

1. The COUNTY agrees to provide law enforcement services within the corporate limits of the CITY, to the extent and in the manner hereinafter set forth. The law enforcement services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by the COUNTY, pursuant to the statutes of the State of Oregon, and those duties associated with the enforcement and compliance with the Ordinances duly authorized and enacted by the CITY. Such services shall include the enforcement of State statutes and municipal Ordinances of the CITY.
2. CITY grants to COUNTY full municipal police authority.
3. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the COUNTY.
4. For the purpose of performing all functions of this agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies necessary to render said services.
5. COUNTY shall set the rate for services, per the table below:

Hourly Rate		
2022-2023	2023-2024	2024-2025
\$79.29 / hour	\$82.46 / hour	\$85.76 / hour

6. COUNTY shall provide a minimum amount of hours per month to be dedicated in the CITY as listed below:

CITY	MONTHLY CONTRACTED HOURS		
	2022-2023	2023-2024	2024-2025
Millersburg	153	153	153

- a. The Contracted Cities acknowledge that law enforcement agencies throughout the state are struggling to maintain certain staffing levels, and that COUNTY could experience problems with meeting minimum contractual hours; and,
- b. That this provision shall not apply to any shortfall in hours based upon catastrophic acts of nature, riot, war, or any other major event that is reasonably beyond the COUNTY's ability to anticipate or control.
- c. COUNTY acknowledges and agrees that any shortfall to minimum monthly contracted hours that are dedicated to each CITY shall be

made up within the next two consecutive months following. If COUNTY is unable to provide the minimum monthly contracted hours for three months in a row, then the CITY shall have the right to pay the COUNTY based on the actual hours worked according to the rate for services shown in Exhibit A.

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.
9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
11. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.
12. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
13. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.

TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: August 3, for the August 9, 2022 City Council Meeting

SUBJECT: David Evans Contract Amendment



Action Requested: Approval of proposed Amendment #6 to David Evans and Associates, Inc. Contract for Professional Services.

Discussion:

Millersburg currently has a contract with David Evans and Associates (DEA) for construction inspection and on-call services. Beginning July of 2022, a task in the amount of \$29,228 was added for development of a Stormwater Management Plan. The Stormwater Management Plan (SWMP) is required to comply with the requirements of our DEQ MS4 Phase 2 permit.

During the initial stages of development of the SWMP, DEA staff working on the project have identified additional tasks necessary for full compliance with the MS4 Permit. These tasks were not initially included in the DEA scope of work because at the time it was unknown how much of the MS4 permit compliance efforts would be handled in-house by City staff. Due to the current staff workload, City staff do not/will not have availability to complete the necessary tasks within the required permit timeline. Therefore, staff requests additional scope of work be added to the DEA contract for MS4 permit support.

Budget Impact:

Approval of the attached Contract Amendment #6 authorizes up to \$33,000 for MS4 permit support. The 2022-23 budget included \$30,000 for the SWMP, which was previously contracted. Funding for an additional \$20,000 for stormwater program development was also included in the 2022-23 budget. The remaining \$13,000 will come from the Stormwater fund.

Recommendation:

Staff recommends Council approve Amendment #6 with David Evans and Associates, Inc. Contract for Professional Services.

Attachment(s):

- Contract for Professional Services with David Evans and Associates, Proposed Contract Amendment #6 and Scope of Work

**CONTRACT FOR PROFESSIONAL SERVICES
AMENDMENT #6**

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

PROGRAM ABSTRACT:	Professional Services for providing construction inspection services to the City of Millersburg, Oregon.
AMENDMENT #6 SUM:	\$33,000
TOTAL CONTRACT SUM:	An amount not to exceed \$559,000

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 August 9, 2022. The contract shall terminate on June 30, 2023, 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 #6, City shall pay Contractor a total amount not to exceed \$559,000, 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

Paul Tappana, PE, Associate
David Evans and Associates, Inc.
authorized signer

Kevin Kreitman, City Manager

Date

Date

Forrest Reid, City Attorney

Date

Exhibit A
Scope of Work
Amendment #6

Overview:

Provide additional support to the City of Millersburg in complying with the Phase II Municipal Separate Storm Sewer (MS4) General Permit issued by the Oregon Department of Environmental Quality.

Assumptions:

This will not be full-time work and is assumed that an average of 16 to 20 hours a week may be dedicated to satisfying the Work Plan requirements. Payment will be made on a Time and Materials basis as shown in Exhibit B – Cost Estimate.

Task 6, currently has a Not-to-Exceed limit of \$29,228.

This Amendment #6 has a Not-to-Exceed limit of \$33,000 increasing the total contract Not-to-Exceed limit to \$559,000.

General Scope of Work:

Task 6: Assist the City in developing the programmatic documents in compliance with the MS4 Permit

Consultant will:

- Define Partnerships with other permitted entities.
- Develop a compliance spreadsheet showing the Phase II MS4 General Permit requirements to be used to conduct annual assessments of compliance and to assist in the development of the Annual Report.
- Support the development of the 2022 Annual Report.
- Develop the Stormwater Management Program (SWMP) Plan, including the following:
 - Education and Outreach/Public Involvement and Participation Plan
 - Illicit Discharge Detection and Elimination Plan, including:
 - Water Quality Exceedance Standard Operating Procedure
 - Dry Weather Screening Standard Operating Procedure, and
 - Enforcement Escalation
 - Recommend revisions to the Erosion Prevention and Sediment Control Plan. Include Enforcement Escalation
 - Post Construction Stormwater Management Standard Operating Procedures, including:
 - Options for sites where 100% infiltration is not possible
 - Enforcement Escalation
 - Two Facility Runoff Control Plans, Parks Maintenance and Fire Station
 - Operations and Maintenance Strategy for existing stormwater control measures.
 - Activity-Specific Standard Operating Procedures for the 14 activities identified in the MS4 Permit

- Review Ordinance and Engineering Standards language. Recommend revisions based upon the Phase II MS4 General Permit requirements.

Deliverables:

- Compliance spreadsheet of required activities.
- 2022 Annual Report
- Stormwater Management Plan, including:
 - Education and Outreach/Public Involvement and Participation Plan
 - Illicit Discharge Detection and Elimination Plan
 - Recommend revisions to the Erosion Prevention and Sediment Control Plan. Include Enforcement Escalation
 - Post Construction Stormwater Management Standard Operating Procedures
 - Two Facility Runoff Control Plans, Parks Maintenance and Fire Station
 - Operations and Maintenance Strategy for Existing Stormwater Control Measures
 - Activity-Specific Standard Operating Procedures for the 14 activities identified in the MS4 Permit
- Recommended Ordinance and Engineering Standards revisions to satisfy MS4 Permit requirements.