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No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting. Microphones will be muted and webcams will be turned off for remote participants unless called upon to speak or during public comment period.

Persons shall not comment or testify without first receiving recognition from the presiding officer and stating their full name and city of residence.

During public hearings no person shall present irrelevant, immaterial, or repetitious testimony or evidence.

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.

CITY COUNCIL REGULAR MEETING

In-Person Meeting with Remote Access Available

Millersburg City Hall

4222 NE Old Salem Road, Millersburg OR 97321

December 12, 2023 @ 6:30 p.m.

Agenda

Remote access for the meeting is available. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-public-hearing-regular-meeting-0>. 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, December 11, 2023.

Meeting link to join via computer:

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

Phone number to join meeting: 503-212-9900

Meeting ID: 115 9701 4359

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

E. CONSENT AGENDA

1) Approval of November 14, 2023, City Council Regular Meeting Minutes

Action: _____

F. GUEST PRESENTATIONS

1) Linn County Sheriff's Office Monthly Report

G. PUBLIC COMMENT

The public has the opportunity to address the Council during "Public Comment" while in the virtual meeting by virtually signaling by unmuting first, then those who call in will be acknowledged, or if the public prefers, may 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.

H. COUNCIL MEMBER AND STAFF COMMENTS

I. CITY MANAGER'S REPORT

1) Project Updates

- 2) Transition Parkway Design Update
- 3) Ball Field Usage

J. CITY ATTORNEY'S REPORT

- 1) Proposed Conser Land Donation

K. UNFINISHED BUSINESS

- 1) Republic Services Rate Increase Request

Action: _____

L. NEW BUSINESS

- 1) Water Intergovernmental Agreements

Action: _____

- 2) MMC 12.45.040 Surface Water Code Update

Action: _____

- 3) Planning Commission Re-appointments

Action: _____

- 4) Parks Commission Re-appointments

Action: _____

- 5) Budget Committee Re-appointment

Action: _____

M. CLOSING COUNCIL COMMENT

N. ADJOURNMENT

Upcoming Meetings & Events:

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

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 PUBLIC HEARING & REGULAR MEETING MINUTES

November 14, 2023 @ 6:30 p.m.

A. CALL TO ORDER Meeting called to order by Mayor Cowan at 6:30 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Councilors Present: Mayor Scott Cowan, Councilors Dave Harms, Mike Hickam, John Sullivan, and Mark Raum

Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Matt Straite, Community Development Director; Alan Sorem, City Attorney; Sheena Dickerman, City Recorder

D. CHANGES AND ADDITIONS TO THE AGENDA **6:30 p.m.**
None

E. CONSENT AGENDA **6:30 p.m.**

- 1) Approval of October 10, 2023, City Council Regular Meeting Minutes
- 2) Approval of October 10, 2023, City Council Work Session Minutes

Action: **Motion to approve the Consent Agenda as presented made by Councilor Mark Raum; seconded by Councilor John Sullivan.**

Mayor Scott Cowan: Aye

Councilor Dave Harms: Aye

Councilor Mike Hickam: Aye

Councilor Mark Raum: Aye

Councilor John Sullivan: Aye

Motion PASSED: 5/0

F. GUEST PRESENTATIONS **6:30 p.m.**

1.) Linn County Sheriff's Office Monthly Report

Deputy Steven Frambes, LCSO, reviewed the monthly LCSO report. He mentioned a vehicle that was broken into and another one that was stolen. For the stolen vehicle deputies were able to identify the subject from video surveillance and make an arrest and the vehicle was recovered. Deputies responded to a medical event for a cocaine overdose. Deputies see a lot for meth and heroine, but cocaine is still around. Deputies made an arrest on October 10, 2023, for an argument with family members where a gun was pointed at family members. He mentioned a couple of incidences where counterfeit money was used at Love's.

Frambes said that on October 20, 2023, several mobile homes were broken into and had appliances stolen, worth approximately \$10,000 to \$20,000. Cowan asked if it was at Palm Harbor. Frambes affirmed.

Frambes said that on October 29, 2023, there were two DUI's a few hours apart and that DUI's take many hours for deputies to process.

Frambes said that Oregon State Police (OSP) said they have responded to 61 calls at Love's. They didn't provide him details.

Cowan asked about the courtesy ride to Albany General Hospital. Frambes replied that he didn't know anything about that call. He explained that they provide a lot of rides to the hospital for drugs and mental health. The hospital has mental health staff members that are trained to help with those. The deputies have "police officer holds", if the person is a danger to themselves or others, the deputy can force them to go the hospital. If the person has not reached that level yet the deputy can highly suggest they go and can provide a ride. Cowan stated that he appreciated those services. Frambes said it helps with not tying up medical services.

G. PUBLIC HEARING

6:35 p.m.

1) Right-of Way Vacation

Mayor Cowan opened the public hearing at 6:35 p.m.

Community Development Director Matt Straite said the proposed street vacation is hybrid; meaning it was partly proposed by a petitioner (the applicant) and the City is proposing another part. He went through the land divisions that have happened for the property. He said that the location was between the Morningstar and West Valley subdivisions.

Straite said that several years ago when the property owner divided the property*, the West Valley subdivision (to the west) did not exist. To ensure any future development west of Lambrecht's (the applicant) property would have access, the City required an covenant for future right-of-way dedication for the extension of Lauren Ave. and Mary Kay Ave. The City could have required the full street dedication for extensions of Lauren NE and Mary Kay NE, but no one had designed streets through that area and it was difficult to know exactly where future street dedications would be required. In order to address this issue the City at the time required a covenant, that the City could ask for the right-of-way at the time the City deemed it appropriate for either one of the streets. Lambrecht continued to divide the property over the next few years.

Straite showed which properties were sold and which ones Lambrecht still owns*. He noted that West Valley subdivision is built with some stub streets so that when the property east of the West Valley Subdivision divides, access through those streets could be provided.

Straite said the current covenant to the City is no longer needed. He explained that it was now an encumbrance to trying to sell the property. He added that Lauren Avenue NE will not need to be extended to the west. The vacant area contains wetlands and floodplain and does not align with one of the stub streets in West Valley Estates. Lambrecht has requested that the covenant be lifted from Lauren Avenue NE.

Straite added that the covenant also included the extension of Mary Kay NE. Lambrecht didn't request that it be eliminated, but staff believes a covenant is no longer needed. He shared the updated Development Code would require anyone dividing the property to provide connections the covenant now covers. He explained that a vacation is the right way to handle the removal of the covenant because it deals with right-of-way. No physical changes will take place with this action. He said shared some infrastructure exists within the property area, representing a sewer manhole currently serving the property. Staff will work with Lambrecht to ensure an easement is in place should the City need to get to it for any reason.

Straite reminded Council that the City doesn't have language in the City's Code addressing this action, but it meets all the requirements of ORS 271.80. All the taxes were recently paid, prompting the revised ordinance presented. The ORS requires that no one loses access, and no one will lose access.

Straite further described the two properties to the south and explained that they do not need a public street for access because their access is provided with a cherry stem and easement that connects both lots to Lauren Avenue NE. Cowan asked what the easement width was for the property. Straite replied 25 feet. He said a single property owner owns both lots. Cowan asked about the property size. Straite replied just over 10,000 square feet.

Councilor Mike Hickam asked if the property Lambrecht was selling was wide enough for access to the road. Straite affirmed, it stubs right up to Lauren Lane NE.

Councilor Dave Harms commented that the property Lambrecht was selling was a small lot. Straite replied that it was over 10,000 square feet and would be challenging to put a home on, but possible. He explained that those interested in buying the property were concerned that the City would take a portion of the property as right of way in the future. He said by removing the covenant it removes this concern.

PUBLIC TESTIMONY:

Darlene Nielson, Millersburg, described the location of her property on Ramble NE and Stroll NE. She asked if anything was proposed in the future. Straite explained that this was a time for public testimony not questions, but if Council desired, he could answer. Cowan replied that there were no proposals for that area. Straite explained that it was zoned residential, and it could be further divided someday. Nielson asked if it could be divided into a subdivision. Straite affirmed. He added that there are some encumbrances; some wetlands and power lines that go through there.

Nielson said that she lives adjacent to Stroll Avenue NE. Straite said that Stroll Avenue NE may or may not connect to Mary Kay Avenue NE someday. It could be designed that Stroll Avenue NE becomes a cul-de-sac. The Code does not say that it has to connect, but it could.

Nielson asked for clarification on what a "vacation" means. Straite replied that it is vacating a "ghost street" that goes through and that was never built.

Nielson asked if it would become a park or a parking lot. Straite replied that it is currently zoned for single-family homes.

City Manager Kevin Kreitman clarified the acreages for the properties south shown in the presentation*. Cowan asked about the size of the flag lot. Kreitman replied it is 1.26 acres. Hickam asked if they could divide the larger lot. Straite replied that the orange lot* could be divided. He said the flag lot could still be divided and utilize the private access. Cowan said if they wanted to divide more than once they would need to do a public street. Straite affirmed.

Mayor Scott Cowan closed the public hearing at 6:51 p.m.

The Council had no comments.

Action: **Motion to approve VA 23-02 & adopt ordinance 208-23 made by Councilor Mark Raum seconded by Councilor Mike Hickam.**

Mayor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Mike Hickam: Aye
Councilor Mark Raum: Aye
Councilor John Sullivan: Aye

Motion PASSED:5/0

H. PUBLIC COMMENT

6:52 p.m.

Doug Iverson, Millersburg, He said he wanted to share comments regarding the garbage service. He said the past few months he has called Republic several times regarding missed garbage and recycle pickup. He didn't believe their services deserved a pay increase as their service has been underwhelming.

I. COUNCIL MEMBER AND STAFF COMMENTS

6:54 p.m.

None

J. CITY MANAGER'S REPORT

6:54 p.m.

1) Project Updates

Kreitman said the City should see the completion of the generator project at the beginning of December. This will allow the west end of the building to remain operational during a power outage.

Kreitman said the City upgraded the security camera system, two new cameras and recorder. Cowan asked if there was a camera on the west side, capturing the generator. Kreitman replied no, it will be fenced when it is completed. He mentioned that the cameras could be expanded in the future.

Kreitman stated that the manufactured home sold on October 20, 2023, and is scheduled to be moved on November 23, 2023, but that date could change.

Assistant City Manager Janelle Booth said the Woods Road NE sidewalk section, between Riverstone Road NE and Sonora Road NE, was completed on October 30, 2023. The plan is to do the section north to connect to the existing sidewalk and the section south to the Riverstone Loop. The future multi-use path will take it from there south to Alexander Street NE.

Booth mentioned some contract amendments that are within the purchasing code to be allowed under the City Managers authority. A contract amendment has been approved with ADS for sewer flow monitoring. The City needs to know the amount of wastewater that goes to the treatment plant. This is the basis for the City's billing with Albany. Also, a meter has been added to measure the flow that is going to one of the lift stations. The water meter readers contract would be coming up in December. She said these vendors are the only ones that meet the City's needs for these services.

Straite gave an update on the North Millersburg Park design. He said the consultant provided two new draft concept plans. These were posted on the City's website. Staff sent out notices to those that requested to be notified. There is a Parks Commission meeting on November 30, 2023, to look at the two drafts. The idea is to take the two drafts and synthesize them into one concept. It will then be brought to the City Council and after that go to the Planning Commission for a Site Development Review. The grant required it to have an entitlement at

the end and is the reason for it to go before the Planning Commission. After the concept phase staff will look for grants for the design of the park.

Cowan stated that the City will have a holiday parade. The parade route will be posted on the City's website. The parade is December 9, 2023, at 6 p.m. There will also be an outdoor lighting contest. The registration is online. A QR code has been added to the website and the flyer for signing up. Judging will take place on December 16, 2023. Councilor Mark Raum listed the three categories for prizes; "You might be a professional", "Griswald", and "Committee's Choice". Cowan said this is the first event that the new committee has planned. He invited everyone to attend. The committee is looking for those to join the parade. Raum added that the QR code is for signing up and those that sign up to come to City Hall to pick up their participation signs.

Kreitman said that staff was contacted by Pacific Power and they have a program that will pay for the City's Holiday lights to use green energy. Staff had to provide how many lights the City uses. Booth said that staff estimated the number. She said it is through their Blue Sky program, and that it wouldn't look different to the City. Raum asked if there would be new displays this year. Kreitman replied that staff recently became aware of a company out of Salem that professionally puts lights on buildings. The company will put the lights up, take them down and store them. Staff has requested a quote. He said there is \$30,000 in the celebration fund. If the City were to consider this option there would be ongoing costs. He asked for the Council's feedback.

2) Water and Wastewater IGA's

Kreitman explained that there were some modifications to both IGAs because the Direct Responsible Charge operator with Jacobs Engineering has moved out of the area. Booth said they gave notice six months prior that by the end of December they will no longer be able to provide that service. The position provides a license to operate the water distribution system. When staff asked Albany several years ago, they didn't want to take on Millersburg. Staff asked Albany to revisit and they have agreed and this will provide better continuity. This will require minor changes to the water IGA. The City of Albany has agreed to provide the services at the beginning of the year.

Booth stated that there were some other changes to the IGA with regard to billing. She explained that an IGA is an Intergovernmental Agreement between the two cities; how things will be handled and how the City will pay for services they are providing to us. The current IGA sets up the structure on how they would bill us for the operation of the water plant and the wastewater plant based on our contribution of flow. She explained that over time how Albany has allocated their staff accounting has changed and they have recently become aware that some of the staff working at the plants have not properly accounted for and the city has not been accurately charged. This has been over several years and as a result, Albany has not been charging us enough for those services. Kreitman explained when changes occurred within Albany's organizational structures.

Booth added that there is a new process at the wastewater plant for solids. The City has paid our portion for capital projects but for ongoing, operational expenses staff is seeing some changes to the bills. There are administration costs to running both water plants that have never been captured accurately. She used an example of the Public Works Director's time; a percentage of their time is attributed to each facility and those costs have not been captured. Staff have been working with Albany staff on what is covered and what should be included in our charges and what shouldn't be included. Once it is all figured out there will need to be an IGA update on how the charges are being allocated. There will also need to be an update regarding insurance and liability. She said once this has been completed, the City will need to look at the water and sewer rates. Albany has been charging the City less than anticipated for the past four or five years and the City has been building up reserves. The City will not need to do something immediately with water and sewer rates but they will need to be reviewed. The City already adopted automatic increases for the next few years. Kreitman stated that staff will bring changes to the IGA back to Council for adoption.

Kreitman shared some organizational structure changes that have taken place over the last twenty years while Albany and Millersburg have been in a partnership. One change is that there used to be multiple people needed at both water plants and now, with technology, this is not always the case.

Raum asked if Albany was seeking to back charge or moving forward. Booth replied moving forward. Albany gave an example of the new billing, it is a significant increase, and a supplemental budget will be needed. She said there are funds in the reserves, but staff didn't budget to spend that much this fiscal year. Kreitman said that Albany just became aware of the situation and notified staff right away. Booth added that it was unknown how significant it was going to be until staff received the sample bill.

Cowan reiterated that the IGA would come back to Council and in a couple of years the Council would need to look at the water and sewer rates. Booth affirmed.

Kreitman added that both the City and Albany have insurance coverage by CIS and staff asked if we need to have a clause. He said that in talking with CIS they provided language that will be in both IGAs to address it. He shared about the working relationship with Albany and Millersburg over the years. The joint operation saves money for both cities.

Hickam asked about the cost impact from the dam draw downs. Kreitman replied he didn't know, but it is something to ask. He said the system upstream from here may have to backwash more often. He explained that the Vine Street plant has low production during the winter. During the winter most of it comes from Scrael Hill. He mentioned that when Salem had issues previously the City's membrane system didn't have same concerns because the filtration at facility produces high purity water.

3) Transition Parkway Design Update

Booth said the Transition Parkway design schedule was at 90 percent in October and should be 100 percent by the end of the year. The schedule may be pushed back because it is dependent on industrial development. The City doesn't want to go to bid unless the industrial development is going forward. The industrial developments are moving forward but will not be contracted by January. The City plans to go to bid this spring, possibly by February, and hopes to start construction in April or May.

Hickam asked if the information was on the website. Straite showed where it was located on the website,

<https://www.cityofmillersburg.org/publicworks/page/transition-parkway-and-linear-park> .

Booth responded to Cowan's question about going to bid in April and said that the City would like to go out to bid as early as possible. It could be February, instead of January.

Booth added that the City is in the wetland permitting process. The City has to do a cultural resource study and is in the process.

Straite showed the QR codes that were applied to the Events Committee flyer for the parade and lighting contest.

4) HB 3414 Update

Kreitman shared that HB3414 is a measure that had failed. Straite said that the State is proposing a new bill that would force cities to approve adjustments that are requested by housing developers. He said a lot has to do with zoning requirements. He shared how some of the proposal's changes could impact Millersburg; allow 8,000 square foot lot size, reduced setbacks and reduced design requirements. He added that developers would be allowed to request up to 15 adjustments before the City could say no. It failed in 2023 but the Governor is putting a version to the legislature. Staff is working with the league of Oregon Cities. He encouraged anyone to reach out to their legislators. The State is trying to put it through during the short session.

Kreitman shared that office assistant Michelle Hall had been offered a full-time position at Albany Police Department. The announcement for her position is on the website.

K. CITY ATTORNEY'S REPORT

7:26 p.m.

None

L. UNFINISHED BUSINESS

7:26 p.m.

None

M. NEW BUSINESS

7:28 p.m.

1) Republic Services –

Kreitman reviewed the staff memo regarding the Republic Services Rate increase*. He said that given the minimal increase he recommended approval of the one percent increase. He added that there have been a lot of discussions over the last few years, with delays of rate increase approvals because of customer service concerns. He said per the City's franchise agreement he would also request Council direct the City Manager to provide written notification to Republic Services that the City wishes to review terms of the current franchise agreement and work with the franchisee to implement modifications to it.

Kreitman said the current franchise agreement has an automatic revolving renewal on January 1, for six years. The date of the agreement was 2005. He noted that none of the other franchises have automatic ongoing renewals. He said this agreement allows that every odd year the ability to request the City's intent to review. Per section 5 of the franchise agreement, he recommends providing a 30-day written notice to the franchisee of the City's intent to terminate the franchise agreement on January 1, 2030. The franchise agreement requires the City to give a six year notice of our intent.

Kreitman said his recommendation is to approve the resolution for the one percent and as a separate action direct him and the City Attorney to provide the appropriate notifications of the request to review the current franchise agreement and notice of intent to terminate the franchise agreement if they don't come to a resolution.

Councilor John Sullivan said that he would abstain from the conversation as he used to work with Republic Services.

Julie Jackson, Republic Services acknowledged the unhappiness of the City with the customer service issues. She said that a year ago their Oregon pod, those trained to specifically work with Oregon, had 14 people. They now have 30 people in the Oregon pod and 20 of those live in Oregon. She said they would like an opportunity to sit with Council and staff to talk specifically about what the issues are. She mentioned the letter that was forwarded to her from Mr. Linkhart*. She has tried to reach out but hasn't had an opportunity to talk to him in person.

Jackson commented that terminating is a drastic step, they would like to propose that Council hold off on doing that until there has been a work session with the General Manager, operations team and customer service supervisor. They would stipulate that if after that meeting the City decided that they wanted to terminate the franchise agreement six years from now, or at least have the opportunity to do that, the December 31, 2023 date would be the effective date of the request, and it wouldn't add another year. She suggested a meeting with all the players, as she wouldn't have all the information that the Council would want.

Cowan said a work session would be appropriate.

Jackson said that the General Manager lives in Millersburg and is invested in doing a good job. Cowan said that Council has heard the frustrations from the public. He acknowledged that there are two sides. He said Council has heard the customer service complaints; pick up doesn't occur and damaged bins. He said it was great that they went from 14 staff to 30, it was a good improvement. This is a good opportunity to drill down. Jackson agreed.

Cowan reiterated to Council that there was a resolution for the one percent increase and potentially an opener to direct staff to pursue intent to terminate. Kreitman recommended addressing the resolution first. City Attorney Alan Sorem stated that there were two options: one to defer it until the next Council meeting or entertain some modifications. Kreitman did not recommend deferring due to what Republic Services needs to do for the rate increase.

Action: **Motion to approve Resolution 2023-17 made by Mayor Scott Cowan.** No one seconded the motion. **The motion FAILED.**

Kreitman said that for the past four years this has been brought back in December. If Council agreed, Council could make a motion after this is approved to do the other actions. He said what he heard from Jackson was that Republic Services would not hold us to the December 31 date if the Council would have a work session with them. Jackson agreed. Sorem asked how Jackson had the authority to make the commitment on behalf of Republic Services. He said that the City would need an amendment in written agreement. Jackson agreed to do a written amendment.

Kreitman said that the City would need the written agreement prior to December 1, 2023. Sorem said franchise agreements have a body of law that is unique to them but by the City's Charter and contract law should be able to execute an extension. Traditionally this could be done outside of Council and would not need to be brought back. There could be something in the State statutes that could, surprisingly, limit the City, but most likely the City has the discretion to do this.

Cowan asked what the Councilors schedule looked like for a meeting. Kreitman asked Sorem to confirm but he didn't think Council would need to take action. Sorem affirmed. Jackson asked for clarification that the Council wanted a letter approved by their legal counsel department stating that, with the General Managers signature. Sorem said that it would need to be an amendment to the terms of section 5 of the franchise agreement.

Cowan reiterated that the Council had two options; one to allow Jackson to bring forth an amendment or a motion to send the letter of intent to terminate. Council agreed to a work session.

Kreitman asked what the Council's intent was with the resolution for the rate increase. Raum replied that the Council's silence was deafening. The City has argued that for four years and doesn't seem like anything has changed. He doesn't begrudge them for what is owed to them but did not believe that the citizens were getting what is owed to them.

Action: **Motion to reluctantly approve Resolution 2023-17 made by Councilor Mark Raum.**

Hickam commented that last year they asked for nine percent because of fuel prices and if the prices were pulled back that they said they would decrease prices. He said diesel prices have decreased and those numbers are below one percent. He was not in favor of another increase. Kreitman added that the formula used to calculate the increase was agreed upon by most of the cities. He said there have been years with no increases. Jackson agreed and added that in the past 10 years there have been three years with no increases. Councilor Dave Harms encouraged everyone to educate themselves, there is plenty of information online.

No one seconded the motion. **The motion FAILED.**

Kreitman asked what the Council's preference was. Jackson suggested Council vote "no". Cowan said that if Jackson wanted to restructure the one percent. Jackson explained that she didn't have a means to do that, this was the index that was agreed upon.

Cowan asked for it to come back to Council in December.

2) Planning Commission Appointment

Cowan said that Brandon Abresch application for appointment was in the Council agenda packet.

Action: **Motion for the Council to appoint Mr. Abresch to the Planning Commission made by Mayor Scott Cowan; seconded by Councilor Mike Hickam.**

Mayor Scott Cowan: Aye
Councilor Dave Harms: Aye
Councilor Mike Hickam: Aye
Councilor Mark Raum: Aye
Councilor John Sullivan: Aye

Passed 5/0

3) Stormwater TMDL/MS4 Report- information only

Booth stated that TMDL stands for total maximum daily limit or load depending on the context. TMDL is a program through Oregon Department of Environmental Quality (DEQ). It has to do with water quality in the state, for the City it is the Willamette River. The Willamette River has limits on the amount of pollutants that are allowed in it. The City is an agency with stormwater that ends up there, the City is a Designated Management Agency (DMA). This requires the City to comply with the TMDL program. The City informs the state how the City is reducing the impacts to water quality in areas where the Willamette is limited; mercury,

bacteria and temperature. Every five years the City has to do a review and then update the implementation matrix*.

Booth said that stormwater programs are set up to have continual improvement. She explained these updates bring it into alignment with the MS4 permit, a separate DEQ program that regulates stormwater.

Booth said that in the TMDL matrix that DEQ requires that Councils are made aware of it.

Booth said that the MS4 permit stands for Municipal Separate Storm Sewer Systems. This is the collection system that removes the runoff from yards, streets, and everything in the City and takes it to a discharge point. The permit was new for Millersburg several years ago. Staff submitted the third annual report, with the first report being done within one month of permit coverage. She said it has been two full years with three reports. The City has been given until February 28, 2024 to come into full compliance. There are six minimum control measures; public outreach and education, public participation, elicit discharge detection and elimination, construction stormwater, post-construction stormwater, and good housekeeping (operation and maintenance).

Booth said construction stormwater is erosion control. The City has been working to get into alignment with the permit and implementing a new permit even for single-family homes. She informed Council that this would be something new that staff would be working with the developers on. She said for post-construction, these are the rain gardens and curbside planters. She stated that the City is getting there, and getting the engineering standards and permits into full compliance with the permit is the last piece.

Booth said that for operation and maintenance the City has done some storm sewer cleaning but the City will need to do more and it will be in next year's budget. She said street sweeping is a major component of this, as it prevents the contaminants from getting into the water.

Booth added that in next year's budget staff will be capturing the costs, whether in contracts or what the City will need to comply with all the permits.

Booth said the City has not had an inspection with DEQ yet. Staff wants to make sure the City is prepared and doing it right.

Kreitman added that staff have seen a lot of comments about rates, taxes and fees and he wanted to remind citizens that the City continues to see the State and Federal levels requiring mandates that impact the communities. The City is not seeing Federal or State funding to offset those costs. He wanted to remind citizens that the representatives that they are voting for are voting for these requirements and to be aware of that when voting for the representative and to look at where they stand.

N. CLOSING COUNCIL COMMENT

8:01 p.m.

Hickam asked what the Council's options are for trash services if the contract says the City has to approve, He asked why Council has to vote on it every year. He asked what the repercussions were for voting no. Kreitman replied that it could be a reduction of services.

Sorem said that he has copy of the original agreement and the first thing to do is make sure that the City has all the copies of all the amendments. He explained that there were provisions that give them the rights to go ahead, and for the City to consider a rate increase and the City cannot unreasonably deny that rate increase. There are a number of criteria. The City has to contractually hear the request out.

Councilor John Sullivan recommended that the City have a consultant review the new agreement, someone in the business to ensure that the City is protecting our citizens and businesses. Kreitman added that the City will also want to look at other cities' agreements. He added that waste management contracts are longer due to the capital investment. Sullivan added that it is the cheapest utility out there. They bring four different types of trucks each week and their risk is substantial. They do deserve a fair rate of return but the City deserves a fair rate of service.

Hickam added that in his neighborhood he is aware of no complaints regarding pick-up. He said their complaint is that the yard waste is not picked up enough. Sullivan said that the Council decides that and there is a rate that comes with that. The Council has chosen not to go that path in the past.

Kreitman added that the Council had elected not to do weekly yard waste or to do food waste. Sullivan added that food waste reduces greenhouse gas emissions at the landfill.

O. ADJOURNMENT Mayor Cowan adjourned the regular meeting at **8:08 p.m.**

Respectfully submitted:

Reviewed by:

Sheena Dickerman
City Recorder

Kevin Kreitman
City Manager

*Presentation materials or documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing info@cityofmillersburg.org.



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

2023

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

FOR THE MONTH OF: NOVEMBER

TRAFFIC CITATIONS: -----	4
TRAFFIC WARNINGS: -----	12
TRAFFIC CRASHES: -----	2
ARRESTS MADE: -----	10
COMPLAINTS/INCIDENTS INVESTIGATED:-----	143

TOTAL HOURS SPENT:
MILLERSBURG
157.45 hours

CONTRACT HOURS= 153 HOURS

Michelle Duncan,
Sheriff, Linn County

By: Sgt. Steven Frambes



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: City Staff
DATE: December 4, 2023, for Council Meeting December 12, 2023
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.

An overview of several specific tasks and projects is provided below.

City Hall Projects

Installation of the propane tank is scheduled for the week of December 4. The generator will provide emergency power to portions of City Hall which will allow us to maintain operations in the event of a power outage.

North Millersburg Park

On November 30th, the Parks Commission reviewed the two conceptual park plans drafted by our consultant, AKS Engineering and Forestry. Several public comments were submitted prior to the meeting and some were received during the meeting. The Commission provided feedback to the consultant to create a preferred alternative. This conceptual park plan will go to the Planning Commission for a final action early in 2024.

Albany-Millersburg Water Treatment Plant (AM-WTP) Project

The week of 12/11 Albany will be replacing the seismic valve on the reservoir at the AM-WTP. During this time Millersburg's water will be fed from the intertie at the south end of the city. On Monday, Albany will open the valve and then flush at the nearest hydrant to remove any stagnant water. During this time Millersburg customers may experience lower pressures than typical, especially in the north part of the city. This is not a cause for concern; pressures will return to normal at the completion of the project by the end of the week.



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: December 7, 2023, for the December 12, 2023, City Council Meeting
SUBJECT: Republic Services Rate Increase Request for 2024

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

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

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

Remaining items the Council is to consider are addressed in the current franchise agreement. **ORS 459.085 City, county authority to issue collection service franchises; opportunity to recycle; rates**, contains additional requirements regarding rate increase requests.

Republic Services has provided a cost breakdown of their units of business and customer service.

The annual rate increase calculation, which was agreed upon by the cities in the region, is based upon the Consumer Price Index, fuel pricing, and disposal costs. The calculated rate increase this year is a 1.0% increase for 2024. For a residential account, this is an average increase of \$0.21 to \$0.36 monthly depending on cart size. The 2024 increase will be effective January 1, 2024.

Based on discussions during our meeting last month, Republic Services signed an amendment to our current franchise agreement (attached) which extends our notification deadline from December 1, 2023, to June 1, 2024. This provides time for the parties to work on modifications to our current franchise agreement. If we are unable to agree to a modified agreement and the City provides notice of intent to terminate the agreement prior to June 1, 2024, the termination date will be January 1, 2030.

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

Millersburg City Council

Page 2

December 7, 2023

Recommendation: Staff recommend passage of the attached resolution authorizing the 1% increase, and to direct staff to begin work with Republic Services on an update to our franchise agreement.

Attachment(s):

- Rate increase request supporting documentation, current and proposed rates from Republic Services
- Resolution 2023-17 - Republic Services Rate Increase for 2024
- Amendment to Solid Waste Management Franchise Agreement



Sustainability in Action

September 29, 2023

Scott Cowan, Mayor
 Millersburg City Council
 Millersburg City Staff

Dear Mayor Cowan, Council and Staff,

This report provides information necessary to calculate the annual Refuse Rate Index (RRI) effective January 1, 2024. As stated in the Rate Modification and Rate Adjustment Statement this calculation is based on the Consumer Price Index, fuel cost and disposal costs. Based on these factors, the calculated adjustment for January 1, 2024, is 1% as shown below:

Republic Services - City of Millersburg RRI

	Index: June 30, 2022	Index: June 30, 2023	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	178.52	187.354	4.9%	65%	3.2%
CPI - West Coast Ultra Low Sulfur Diesel	6.48	4.415	-31.9%	10%	-3.2%
Coffin Butte Disposal Rate (4.0% cap)	\$ 52.50	\$ 56.00	4.0%	25%	1.0%
				Rate Adjustment %	1.0%
					<u>100.0%</u>
				Adjustment Factor	101.0%

As expected, the reduction in fuel prices and a more moderate economy are driving this modest increase. Customers will see increases from \$.21 to \$.36 monthly, depending on cart size.

Last year at this time we spoke to the Council about a shortage of drivers but are pleased to now be almost fully staffed and are seeing a normal rate of turnover. Innovations in the way our drivers run their route continues to improve the job. An example is the tablet drivers now use to run the route, keep track of which carts are not out, track carts that are contaminated and customers who have extra waste at the curb.



Sustainability in Action

As always, we continue to stay on top of changes coming to recycling in Oregon through the Recycling Modernization Act (RMA.) These changes go into effect July 1, 2025 and we will make sure that customers are aware later in 2024.

Please feel free to contact me with any questions.

Best Regards,

Julie Jackson
Municipal Manager
Republic Services
jjackson6@republicservices.com
541-936-1334

Republic Services Current and Proposed 1% Residential Services Rates for Millersburg

Service	Current Monthly	Current Bi-Monthly	Proposed Monthly	Proposed Bi-Monthly	Proposed Monthly Total Increase	Proposed Bi-Monthly Total Increase
1 Can	\$ 27.91	\$ 55.83	\$ 28.19	\$ 56.39	\$ 0.28	\$ 0.56
Add can	\$ 20.47	\$ 40.94	\$ 20.67	\$ 41.35	\$ 0.20	\$ 0.41
20g cart	\$ 20.83	\$ 41.66	\$ 21.04	\$ 42.08	\$ 0.21	\$ 0.42
32g cart	\$ 23.35	\$ 46.70	\$ 23.58	\$ 47.16	\$ 0.23	\$ 0.47
64g cart Monthly	NA	NA	NA	NA	NA	NA
90g cart	\$ 36.45	\$ 72.90	\$ 36.81	\$ 73.63	\$ 0.36	\$ 0.73
On call 35G	\$ 16.23	NA	\$ 16.39	NA	\$ 0.16	NA
Up-drive	\$ 22.39	\$ 44.78	\$ 22.61	\$ 45.22	\$ 0.22	\$ 0.45
YC Only	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
CO Only	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
Extra YC	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
Extra CO	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
RC Only	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
Extra RC	\$ 9.93	\$ 19.86	\$ 10.03	\$ 20.06	\$ 0.10	\$ 0.20
Enclosure	\$ 29.77	\$ 59.54	\$ 30.07	\$ 60.13	\$ 0.30	\$ 0.60

Misc

Service	Current Rate	Proposed Rate	Proposed Total Increase
Return Trip (In Area-On Service Day)-RTN	\$ 32.43	\$ 32.75	\$ 0.32
EXC-Wash Cart	\$ 52.40	\$ 52.92	\$ 0.52
Residential Container Exchange (1x year @ no charge)	\$ 26.75	\$ 27.02	\$ 0.27
Residential Extra Pick Up - per hour	\$ 148.82	\$ 150.31	\$ 1.49
LLK-Locking Cart Set Up	\$ 34.13	\$ 34.47	\$ 0.34
Extra 32g can, extra bag, or overwe	\$ 11.88	\$ 12.00	\$ 0.12

Special Pick Ups

Service	Current Rate	Proposed Rate	Proposed Total Increase
Dead Large Animal	\$ 149.25	\$ 150.75	\$ 1.49
Furniture	\$ 41.30	\$ 41.71	\$ 0.41
Mattress or Boxspring	\$ 34.27	\$ 34.61	\$ 0.34
Christmas Tree (up to 8ft, no tinsel/flocking)	\$ 11.88	\$ 12.00	\$ 0.12
Appliance (no freon)	\$ 34.71	\$ 35.05	\$ 0.35
Appliance (with freon)	\$ 46.84	\$ 47.31	\$ 0.47
Car Tires (no rim)	\$ 17.88	\$ 18.05	\$ 0.18
Car Tires (with rim)	\$ 26.75	\$ 27.02	\$ 0.27
Truck Tires (no rim)	\$ 38.65	\$ 39.04	\$ 0.39
Truck Tires (with rim)	\$ 55.03	\$ 55.58	\$ 0.55

Other Service Fees

Service	Current Rate
Residential Delivery	\$ 30.00
Late Fee	1.5% (\$5 min charge)
Returned Check Fee	\$ 25.00
Service Interrupt Fee	\$ 30.00
Account Origination Fee	\$ 10.00
Commercial Container Recovery Fee	\$ 480.00
Industrial Container Recovery Fee	\$ 4,000.00
Bin Replacement	\$ 15.00
32/35g Cart Recovery/Replacement	\$ 75.00
90g,Yc Cart Recovery/Replacement	\$ 75.00
Monthly Recycle Processing Surcharge	\$ 2.00
Contimination fee (Recycle and Yard Waste Carts)	\$ 15.00

Republic Services

Current and Proposed 1% Commercial Services Rates for Millersburg

Commercial (Manual) Service Rate															
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1.5 yd	\$ 181.31	\$ 183.12	\$ 1.81	\$ 344.07	\$ 347.51	\$ 3.44	\$ 506.93	\$ 512.00	\$ 5.07	\$ 669.42	\$ 676.12	\$ 6.69	\$ 832.02	\$ 840.34	\$ 8.32
2 yd	\$ 222.01	\$ 224.23	\$ 2.22	\$ 422.83	\$ 427.06	\$ 4.23	\$ 623.53	\$ 629.77	\$ 6.24	\$ 824.39	\$ 832.63	\$ 8.24	\$ 1,024.95	\$ 1,035.20	\$ 10.25
3 yd	\$ 283.32	\$ 286.16	\$ 2.83	\$ 539.72	\$ 545.12	\$ 5.40	\$ 806.37	\$ 814.43	\$ 8.06	\$ 1,054.55	\$ 1,065.10	\$ 10.55	\$ 1,316.44	\$ 1,329.60	\$ 13.16
4 yd	\$ 338.46	\$ 341.84	\$ 3.38	\$ 645.79	\$ 652.25	\$ 6.46	\$ 950.83	\$ 960.34	\$ 9.51	\$ 1,257.33	\$ 1,269.90	\$ 12.57	\$ 1,562.45	\$ 1,578.07	\$ 15.62
6 yd	\$ 394.09	\$ 398.03	\$ 3.94	\$ 754.98	\$ 762.53	\$ 7.55	\$ 1,109.05	\$ 1,120.14	\$ 11.09	\$ 1,466.26	\$ 1,480.92	\$ 14.66	\$ 1,822.59	\$ 1,840.81	\$ 18.23
7 yd	\$ 470.22	\$ 474.92	\$ 4.70	\$ 903.29	\$ 912.33	\$ 9.03	\$ 1,331.60	\$ 1,344.91	\$ 13.32	\$ 1,760.44	\$ 1,778.04	\$ 17.60	\$ 2,188.61	\$ 2,210.50	\$ 21.89
8 yd	\$ 570.16	\$ 575.86	\$ 5.70	\$ 1,089.12	\$ 1,100.01	\$ 10.89	\$ 1,598.52	\$ 1,614.50	\$ 15.99	\$ 2,107.66	\$ 2,128.73	\$ 21.08	\$ 2,607.06	\$ 2,633.13	\$ 26.07

Commercial Stab															
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1.5 yd	\$ 153.04	\$ 154.57	\$ 1.53	\$ 284.80	\$ 287.64	\$ 2.85	\$ 416.54	\$ 420.71	\$ 4.17	\$ 548.60	\$ 554.08	\$ 5.49	\$ 680.32	\$ 687.13	\$ 6.80
2 yd	\$ 185.82	\$ 187.68	\$ 1.86	\$ 348.29	\$ 351.77	\$ 3.48	\$ 495.49	\$ 500.45	\$ 4.95	\$ 673.23	\$ 679.96	\$ 6.73	\$ 835.71	\$ 844.07	\$ 8.36
3 yd	\$ 231.56	\$ 233.88	\$ 2.32	\$ 435.39	\$ 439.74	\$ 4.35	\$ 639.21	\$ 645.60	\$ 6.39	\$ 843.22	\$ 851.66	\$ 8.43	\$ 1,047.06	\$ 1,057.54	\$ 10.47
4 yd	\$ 275.92	\$ 278.68	\$ 2.76	\$ 521.15	\$ 526.36	\$ 5.21	\$ 766.23	\$ 773.89	\$ 7.66	\$ 1,011.55	\$ 1,021.67	\$ 10.12	\$ 1,256.64	\$ 1,269.21	\$ 12.57
6 yd	\$ 380.25	\$ 384.05	\$ 3.80	\$ 724.71	\$ 731.96	\$ 7.25	\$ 1,069.45	\$ 1,080.15	\$ 10.69	\$ 1,413.94	\$ 1,428.08	\$ 14.14	\$ 1,758.40	\$ 1,775.98	\$ 17.58
8 yd	\$ 464.21	\$ 468.85	\$ 4.64	\$ 884.34	\$ 893.18	\$ 8.84	\$ 1,291.04	\$ 1,303.95	\$ 12.91	\$ 1,724.54	\$ 1,741.79	\$ 17.25	\$ 2,185.88	\$ 2,207.73	\$ 21.86

Commercial Compactors																		
Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week	Current EXT	Proposed EXT	Proposed Total Difference EXT
2 yd	\$ 444.03	\$ 448.47	\$ 4.44	\$ 845.67	\$ 854.12	\$ 8.46	\$ 1,247.06	\$ 1,259.53	\$ 12.47	\$ 1,648.76	\$ 1,665.24	\$ 16.49	\$ 2,049.89	\$ 2,070.39	\$ 20.50	\$ 122.89	\$ 124.12	\$ 1.23
3 yd	\$ 566.61	\$ 572.28	\$ 5.67	\$ 1,079.44	\$ 1,090.23	\$ 10.79	\$ 1,612.73	\$ 1,628.86	\$ 16.13	\$ 2,109.13	\$ 2,130.22	\$ 21.09	\$ 2,632.87	\$ 2,659.20	\$ 26.33	\$ 153.45	\$ 154.98	\$ 1.53
4 yd	\$ 676.93	\$ 683.70	\$ 6.77	\$ 1,291.62	\$ 1,304.53	\$ 12.92	\$ 1,901.62	\$ 1,920.64	\$ 19.02	\$ 2,514.63	\$ 2,539.78	\$ 25.15	\$ 3,124.93	\$ 3,156.18	\$ 31.25	\$ 192.79	\$ 194.72	\$ 1.93
5 yd	\$ 788.18	\$ 796.06	\$ 7.88	\$ 1,509.97	\$ 1,525.07	\$ 15.10	\$ 1,869.68	\$ 1,888.37	\$ 18.70	\$ 2,471.90	\$ 2,496.62	\$ 24.72	\$ 3,073.69	\$ 3,104.43	\$ 30.74			
6 yd	\$ 940.41	\$ 949.81	\$ 9.40	\$ 1,806.59	\$ 1,824.65	\$ 18.07	\$ 2,663.18	\$ 2,689.81	\$ 26.63	\$ 3,520.86	\$ 3,556.07	\$ 35.21	\$ 4,377.21	\$ 4,420.98	\$ 43.77	\$ 277.71	\$ 280.49	\$ 2.78
8 yd	\$ 1,140.30	\$ 1,151.71	\$ 11.40	\$ 2,178.25	\$ 2,200.03	\$ 21.78	\$ 3,197.01	\$ 3,228.98	\$ 31.97	\$ 4,215.29	\$ 4,257.44	\$ 42.15	\$ 5,214.16	\$ 5,266.30	\$ 52.14	\$ 357.71	\$ 361.28	\$ 3.58

Commercial On Call Containers/EXT Rates						
Size	Dump Fee	Proposed Dump Fee	Proposed Total Difference	Current Rent	Proposed Rent	Proposed Total Rent Difference
1.5 yd	\$ 51.22	\$ 51.73	\$ 0.51	\$ 37.82	\$ 38.20	\$ 0.38
2 yd	\$ 61.43	\$ 62.05	\$ 0.61	\$ 41.08	\$ 41.49	\$ 0.41
3 yd	\$ 76.74	\$ 77.50	\$ 0.77	\$ 44.37	\$ 44.82	\$ 0.44
4 yd	\$ 96.40	\$ 97.36	\$ 0.96	\$ 47.65	\$ 48.13	\$ 0.48
6 yd	\$ 138.84	\$ 140.23	\$ 1.39	\$ 51.07	\$ 51.58	\$ 0.51
8 yd	\$ 178.85	\$ 180.64	\$ 1.79	\$ 54.34	\$ 54.88	\$ 0.54

Commercial Food waste			
Service	Current Rate	Proposed Rate	Proposed Total Difference
90g Emptied Weekly	\$ 68.27	\$ 68.95	\$ 0.68
Each Extra Cart	\$ 69.36	\$ 70.05	\$ 0.69

Commercial Comingle Recycling			
Service	Current Rate	Proposed Rate	Proposed Total Difference
Commercial Recycling	\$ 2.18	\$ 2.20	\$ 0.02

Temporary Containers									
Size	Current Dump Fee	Proposed Dump Fee	Proposed Total Increase	Current Max Rent	Proposed Max Rent	Proposed Total Max Rent Increase	Current Daily Rate After 1 Week	Proposed Daily Rate After 1 Week	Proposed Total Daily Rate After 1 Week Increase
3 yd	\$ 108.67	\$ 109.76	\$ 1.09	\$ 44.37	\$ 44.82	\$ 0.44	\$ 4.51	\$ 4.56	\$ 0.05
300 Gallon YW	50.6523	\$ 51.16	\$ 0.51	31.283	\$ 31.60	\$ 0.31		\$ -	

Commercial Yard Debris			
Service	Current Rate	Proposed Rate	Proposed Total Difference
90g with Trash	\$ -	\$ -	\$ -
Extra Cart	\$ 9.92	\$ 10.02	\$ 0.10

Supplemental Service and Miscellaneous Fees			
Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Commercial Delivery	\$ 30.00	\$ 32.70	\$ 2.70
Commercial Exchange-EXC	\$ 50.49	\$ 55.03	\$ 4.54
Commercial Dry Run-DRY	\$ 68.25	\$ 74.39	\$ 6.14
Commercial Extra Lift	See EXT Rates		
Commercial Extra Yardage	\$ 27.31	\$ 29.77	\$ 2.46
Commercial Relocate	\$ 136.53	\$ 148.82	\$ 12.29
Commercial Removal	NA	NA	NA
Container Over Weight (per 500lbs)	\$ 20.54	\$ 22.39	\$ 1.85
Container Off-Route Pick Up, In Area (30 minutes)	\$ 68.27	\$ 74.41	\$ 6.14
Container Off-Route Pick Up, Out of Area (60 minutes)	\$ 136.53	\$ 148.82	\$ 12.29
Lock and Key	\$ 28.70	\$ 31.28	\$ 2.58
Locking Container Set Up	\$ 68.37	\$ 74.52	\$ 6.15

Republic Services

Current and Proposed 1% Monthly Industrial Services Rates for Millersburg

Industrial Rate Boxes

Service	Current Rate	Proposed Rate	Proposed Total Increase
Prepayment 10-30 yd	\$ 381.50	\$ 385.32	\$ 3.82
Prepayment 40 yd	\$ 436.00	\$ 440.36	\$ 4.36
10 yd Haul	\$ 261.89	\$ 264.51	\$ 2.62
20 yd Haul	\$ 261.89	\$ 264.51	\$ 2.62
30 yd Haul	\$ 278.24	\$ 281.03	\$ 2.78
40 yd Haul	\$ 294.63	\$ 297.57	\$ 2.95
15 yd Compactor Haul	\$ 339.27	\$ 342.67	\$ 3.39
20 yd Compactor Haul	\$ 339.27	\$ 342.67	\$ 3.39
30 yd Compactor Haul	\$ 364.67	\$ 368.32	\$ 3.65
40 yd Compactor Haul	\$ 364.67	\$ 368.32	\$ 3.65
Asbestos Haul	\$ 136.16	\$ 137.52	\$ 1.36

Security Box

Service	Current Rate	Proposed Rate	Proposed Total Increase
Rent	\$ 130.80	\$ 132.11	\$ 1.31
Delivery Per Hour - 1hr Min	\$ 81.75	\$ 82.57	\$ 0.82
Compactor Cleaning	Per Hour		

Supplemental Service and Miscellaneous Fees

Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Industrial Delivery	\$ 56.53	\$ 57.09	\$ 0.57
Industrial Exchange	HOURLY		
Industrial Dry Run	\$ 56.53	\$ 57.09	\$ 0.57
Industrial Relocate	\$ 56.53	\$ 57.09	\$ 0.57
Industrial Removal	\$ 56.53	\$ 57.09	\$ 0.57

Disposal Pass Through

Service	Current Rate	Proposed Rate	Proposed Total Increase
Trash - Per Ton	\$ 57.23	\$ 57.80	\$ 0.57
YW/Wood - Per Ton	\$ 59.95	\$ 60.55	\$ 0.60
Enviromental Fee Per Haul	\$ 19.62	\$ 19.82	\$ 0.20
SheetRock Disposal Per Ton	SAME AS TRASH		
Metal	None		
Concrete	\$ 95.38	\$ 96.33	\$ 0.95

Rent

Service	Current Rate	Proposed Rate	Proposed Total Increase
Temp Rent Per Day	Prorated Per Day		
Temp Industrial Rent Per Month	\$ 387.58	\$ 391.46	\$ 3.88
Perm Industrial Rent Per Month	\$ 144.32	\$ 145.76	\$ 1.44
Perm Industrial Rent Per Month 10yd RE (lidded)	\$ 168.21	\$ 169.89	\$ 1.68
Perm Industrial Rent Per Month 20yd RE (lidded)	\$ 168.21	\$ 169.89	\$ 1.68
Perm Industrial Rent Per Month 30yd RE (lidded)	\$ 168.21	\$ 169.89	\$ 1.68
Perm Industrial Rent Per Month 40yd RE (lidded)	\$ 175.57	\$ 177.32	\$ 1.76
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$ 202.34	\$ 204.36	\$ 2.02
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$ 202.34	\$ 204.36	\$ 2.02
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$ 202.34	\$ 204.36	\$ 2.02
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$ 209.86	\$ 211.96	\$ 2.10

*Republic Services of Albany
City of Millersburg
Statement of Income
For the Year Ended December 31, 2021 and 2022*

	2021	2022	% Change
<i>Revenue</i>	1,266,007	1,433,217	13.2%
<i>Cost of Operations</i>	967,920	1,143,446	18.1%
<i>Gross Profit</i>	298,087	289,771	-2.8%
<i>Sales, General and Administrative</i>	143,649	158,162	10.1%
<i>Operating Income</i>	154,439	131,609	-14.8%
<i>Provision for Income Taxes</i>	44,169	37,640	-14.8%
<i>Net Income</i>	110,269	93,969	-14.8%
<i>Net Income as a Percent of Sales</i>	8.7%	6.6%	

*Republic Services of Albany
City of Millersburg
Schedule of Direct Expenses
For the Year Ended December 31, 2021 and 2022*

	2021	2022	% Change
<i>COST OF OPERATIONS</i>			
Labor	237,320	266,691	12%
Repairs and Maintenance	105,834	121,706	15%
Vehicle Operating Costs	61,621	102,719	67%
Facility	45,481	53,885	18%
Insurance	32,454	33,010	2%
Disposal & Recycle Purchases	352,781	410,269	16%
Franchise Fees	61,772	70,663	14%
OR Corp Activity Tax	7,343	8,313	13%
Other Operating Costs	11,896	12,957	9%
Depreciation	51,418	63,234	23%
<i>TOTAL COST OF OPERATIONS</i>	967,920	1,143,446	18%
 <i>Sales, General and Administrative</i>			
Salaries	65,080	63,680	-2%
Rent and Office Expense	10,434	11,218	8%
Travel and Entertainment	288	617	114%
Professional Fees	3,055	1,988	-35%
Bad Debt Expense	2,018	4,437	120%
Management Services	45,654	47,935	5%
Other Expenses	17,120	28,287	65%
<i>TOTAL SALES, GENERAL & ADMINISTRATIVE</i>	143,649	158,162	10%

RESOLUTION NO. 2023-17

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, APPROVING
A RATE INCREASE FOR 2024 FOR REPUBLIC SERVICES**

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

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

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

WHEREAS, Republic Services has requested an increase for January 1, 2024, of 1%, or an average of \$0.26 to \$0.31 per residential account per month, based on the Consumer Price Index, fuel pricing, and disposal costs.

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

The City of Millersburg approves the rate increase for Republic Services for January 1, 2024, of 1%, or an average of \$0.26 to \$0.31 per residential account per month depending on cart size.

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

Duly passed by the City Council this 12th day of December 2023.

Scott Cowan, Mayor
City of Millersburg, Oregon

ATTEST:

Sheena Dickerman
City Recorder

**AMENDMENT TO SOLID WASTE
MANAGEMENT FRANCHISE AGREEMENT**

This Amendment ("Amendment") to the Solid Waste Management Ordinance No. 98 Agreement is made and entered by and between the City of Millersburg ("City") and Albany - Lebanon Sanitation, Inc. ("Company") (Collectively referred to herein as the Parties and individually as a Party.).

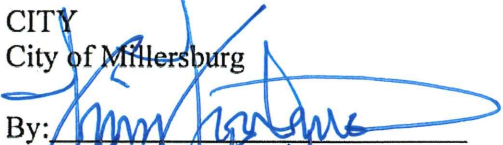
The Parties originally entered the Solid Waste Management Ordinance Agreement August 9, 2005 (the "Agreement"). Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

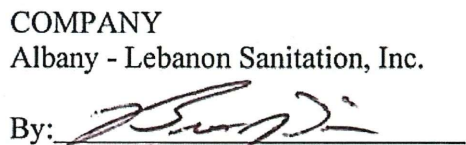
1. Franchise Term. With respect to Section 5. Franchise Term of the Agreement, the Parties agree as follows: For the renewal period beginning January 1, 2024, the City's deadline to provide notification of intent to terminate the Agreement on January 1, 2030 is extended from December 1, 2023 (current deadline) to June 1, 2024 (extended deadline). Thus, if the City provides notification on or before June 1, 2024 of intent to terminate the Agreement under Section 5 thereof, then the Agreement will terminate January 1, 2030.

2. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered this Amendment to be effective as of the Amendment Effective Date.

CITY
City of Millersburg
By: 
Name: Keith Breitman
Title: City Manager
Date: 12/1/23

COMPANY
Albany - Lebanon Sanitation, Inc.
By: 
Name: Bret J. Davis
Title: General Manager
Date: 12/1/23



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: December 1, 2023, for the December 12, 2023, City Council Meeting
SUBJECT: Adoption of Revised Intergovernmental Agreements with the City of Albany for Water Services

Action Requested: Staff recommends the City Council adopt the attached revised Intergovernmental Agreements (IGAs) with the City of Albany for the Jointly Owned Water Facilities and Maintenance of the Millersburg Water Distribution System.

Discussion: Millersburg and Albany have two IGAs regarding our water system, both of which were last revised and adopted in 2016. One IGA addresses the governance, operation, billing, and other conditions for our jointly owned water facilities which include the raw water intake and pumping system for the Albany-Millersburg (A-M) water treatment plant, the treatment plant itself, the A-M reservoir, and the distribution main that carries treated water from the A-M reservoir to a connection with the water distribution systems. The other IGA describes the operation and maintenance services Albany provides for our public water distribution system.

We have been working with Albany staff to update both IGAs. The primary change in the Water Distribution System Maintenance IGA is that Albany has agreed to employ the operator who will serve as the Direct Responsible Charge (DRC) for our water distribution system. Every public water system must identify a DRC who is the designated operator of the water distribution system certified by the state and responsible for the maintenance and operation of the system. Albany has qualified staff who function as the DRC for the Albany system. We have previously contracted for DRC services, but that contract is ending, and the contractor has notified us they can no longer continue to provide that service after December 31 of this year. With Albany already performing most of the work required by our DRC and with Albany agreeing to take on this additional role, it will be more efficient for both communities for Albany to provide DRC services to Millersburg for an additional fee. This arrangement is described in the attached IGA and is the only substantive change to the agreement.

The Jointly Owned Facilities IGA has been revised to clearly specify that Albany is responsible for the insurance coverage of the jointly owned facilities as requested by our insurance carrier, to clarify and update the billing process, and to better account for the use of the Vine Street Water Treatment Plant. To address these areas, language was added to include specific charges within the Albany Water Administration program that should be allocated proportionately to Millersburg for work related to the jointly owned facilities and that have not been included to date. These costs include a portion of the costs of department administration staff

(the Operations Manager, Water Superintendent, Public Works Business Manager, and Director), and of the facilities mechanics, automation, and asset management staff. The IGA was also updated to reflect that the Vine Street plant provides water to the Millersburg system during both routine and emergency operations and a cost-sharing method was developed to recoup an equitable share of the Vine Street costs from Millersburg. This method accounts for the actual provision of water to Millersburg when the A-M system is not operating, and for the inherent value a redundant water treatment plant provides to Millersburg customers.

Budget Impact: As we have shared previously, Albany staff recently identified some water and wastewater service costs were inadvertently omitted when budgetary changes were made by Albany a couple of years ago. This accounts for a decrease in expected expenditures for both water and sewer treatment in recent years. Correcting these omissions will result in increased payments for both water and sewer to Albany going forward. These changes will be covered by our system revenues, but we may need to do a supplemental budget to allocate additional funds for water and/or wastewater system expenditures in early 2024.

Approval of the A-M Jointly Owned Water Facilities IGA update will align the IGA with the current billing procedures staff have worked to agree upon to account for these costs.

Approval of the A-M Water Distribution System Maintenance IGA will result in a slight decrease in cost for DRC services (approximately \$240 per month).

Recommendation: Staff recommends approval of the two IGAs and requests Council direct the City Manager to sign the updated agreements.

Attachment(s):

- A-M Water Maintenance IGA 2023 Final Draft
- A-M Jointly Owned Water Facilities IGA 2023 Final Draft

**ALBANY AND MILLERSBURG INTERGOVERNMENTAL AGREEMENT
FOR JOINTLY-OWNED WATER FACILITIES**

THIS AGREEMENT is made and entered into this ____ day of _____ 2023 by and between the City of Albany, a municipal corporation of the State of Oregon (Albany) and the City of Millersburg, a municipal corporation of the State of Oregon (Millersburg). The respective Council or designated representative of each City is referred to as “party” or “parties” in this Agreement. This Agreement defines the operation, maintenance, and cost sharing of the jointly-owned Water Facilities.

WITNESSETH:

WHEREAS, Albany and Millersburg jointly own water facilities, including the raw water intake, pump station and pressure main, the Albany-Millersburg Water Treatment Plant (A-M Plant), the finished water reservoir, and the finished water pipeline up to but not including the Millersburg water meter. These jointly-owned water facilities are shown in Exhibit A and collectively referred to in this document as the A-M Water Facilities; and

WHEREAS, Albany employs the operator designated as the “Direct Responsible Charge” (DRC), in conformance with OAR 333-061-0225, to supervise the A-M Water Facilities up to the point of delivery to the Millersburg public water system; and

WHEREAS, Millersburg’s public water system begins downstream of a 12-inch water meter near the intersection of Century Drive NE and Berry Drive NE that Albany owns, installed, and maintains; and

WHEREAS, Albany owns and operates the Vine Street Water Treatment Plant (Vine WTP) and provides additional drinking water to the distribution system, adding to water entering the system from the A-M finished water reservoir; and

WHEREAS, Albany and Millersburg’s combined water rights and permits equal their projected combined maximum day demands at build-out and the communities’ net water requirement at build-out from the A-M Water Facilities is 26 million gallons per day (mgd) and from the Vine WTP is 20 mgd ; and

WHEREAS, in an emergency or during water curtailment, when the A-M Water Facilities are not fully functional, Vine WTP can deliver potable water to Millersburg’s public distribution system through the emergency intertie located at 3246 Salem Avenue NE and shown in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the “Intergovernmental Agreement” to operate and maintain the A-M Water Facilities that was executed on May 16, 2016, between Albany and Millersburg is hereby repealed; and

BE IT FURTHER RESOLVED by Albany and Millersburg that the parties agree to cooperate in the operation, maintenance, and cost sharing of the production and delivery of potable water to both communities as follows:

- 1. Current Rights and Buildout Demands.** Albany and Millersburg’s combined water rights and water use permits for municipal water supply are equal to their projected combined maximum day demand at build-out as shown in Table 1.

TABLE 1: WATER RIGHTS AND DEMANDS

	cfs	mgd
Albany 1878 Water Right	21	
Albany 1979 Water Use Right	28.57	
Albany 1979 Water Use Permit	0.43	
Millersburg 1989 Water Use Permit	22	
TOTAL	72	46
Albany MDD at Build-out		40
Millersburg MDD at Build-out		6
TOTAL	72	46

2. **Treatment Plant Capacities.** The A-M Plant and Vine WTP are assumed to meet Albany and Millersburg’s combined maximum day demand at build-out as shown in Table 2:

TABLE 2: TREATMENT PLANT CAPACITIES (mgd)

	Current	Build-out
Vine Street Water Treatment Plant	16	20
A-M Water Treatment Plant	12	26
TOTAL	28	46

3. **A-M Water Facility Current Capacity and Ownership.** The current capacity and ownership share of the jointly owned A-M Water Facilities are shown in Table 3:

TABLE 3: CURRENT CAPACITY AND OWNERSHIP SHARE OF A-M WATER FACILITIES

Facility	Current Capacity (mgd)	Ownership Share (mgd)		Millersburg Ownership (%)
		Albany	Millersburg	
Raw Water Intake & Pipeline	26	20	6	23.1
Raw Water Pump Station	12	10	2	16.7
Raw Water Pressure Main	26	20	6	23.1
Water Treatment Plant	12	10	2	16.7
Reservoir (mg)	5.7	2.85	2.85	50.0
Finished Water Pipeline	26	20	6	23.1

4. **Water Rights Utilization.**

- (a) Existing water rights and water use permits shall remain in the name of the party that obtained them.
- (b) During times when there are no restrictions on surface water withdrawals at the affected diversion points, the parties agree that all existing water rights and water use permits shall be used to the benefit of both parties, without regard to ownership or current individual demands.
- (c) During times when there are partial restrictions on surface water withdrawals and some junior rights become unavailable, then the available surface water rights shall be applied for use of both communities to the extent allowed by the restriction.
- (d) During times when restrictions on surface water withdrawals are so severe even the most senior rights are affected, then allowed surface water withdrawals shall be applied first for use of the party that owns the surface water rights.
 - (i) Albany will utilize their 1878 water right at the A-M raw water intake to provide water during times of drought conditions for both communities, to the extent allowed by the Oregon Water Resources Department. Millersburg is entitled to access the portion of Albany’s 1878 water right used at the A-M raw water intake, subject to the same user restrictions as apply to Albany.

- (e) Both parties agree to utilize their water use permits to allow for full certification of the individual Albany and Millersburg water use permits considering senior rights first.
 - (f) The parties agree to coordinate water conservation and management plans and projected demands developed for their respective water supply systems.
 - (g) If additional water rights are required or desired in the future to meet projected long-term needs or provide reserves for present and future users, the additional water rights shall be sought jointly to the extent possible.
5. **Water Supply during Emergency.** In the event of an emergency or nonemergency maintenance activity that causes the A-M Water Facilities to not be operable for an extended period of time, Albany will supply Millersburg with treated water from the Vine WTP through the emergency intertie at 3246 Salem Avenue NE. The amount of water provided from the Vine WTP is subject to the same user restrictions as applied to Albany in the event that the Vine WTP does not have sufficient capacity to meet the demands of both parties at the time of the emergency.
6. **Water Supply during Curtailment.** In the event of a severe or critical water supply shortage in one or both communities, and at one or both of the Water Plants, water curtailment measures will be activated as required to respond to a specific event. Millersburg agrees that its Curtailment Plans shall be at least as restrictive as that adopted by Albany. Depending on the circumstances, curtailment measures may apply to both communities, one community, or smaller, more localized portions of the water system. The parties agree to implement Water Curtailment Plans and measures for their respective water supply systems in the event of a severe or critical water supply shortage.
7. **A-M Water Facility Capacity Management and Expansion.** The build-out capacity and ownership share of the jointly owned A-M Water Facilities are listed in Table 4. Both parties agree to manage the available capacity and provide additional capacity in an efficient and cost-effective manner. The facilities should be expanded before the parties are projected to use all existing capacity. In determining the appropriate time to begin expansion of the system, the time required for environmental reviews, designs, permits, and construction should be considered.

TABLE 4: BUILD-OUT CAPACITY AND OWNERSHIP SHARE OF A-M WATER FACILITIES

Facility	Build-Out Capacity (mgd)	Ownership Share (mgd)		Millersburg Ownership (%)
		Albany	Millersburg	
Raw Water Intake & Pipeline	26	20	6	23.1
Raw Water Pump Station	26	20	6	23.1
Raw Water Pressure Main	26	20	6	23.1
Water Treatment Plant	26	20	6	23.1
Reservoir (mg)	11.4	5.8	5.6	49.1
Finished Water Pipeline	26	20	6	23.1

8. **A-M Water Facility Governance.** The Albany-Millersburg Joint Water/Wastewater Management Committee (herein after called Management Committee) was established in 2002 to oversee the A-M Water Facilities covered by this Agreement.
- (a) Each party shall appoint (and fill any subsequent vacancies) three persons to the Management Committee who shall serve at the pleasure of their respective elected Councils. Either party may appoint alternate members who may temporarily replace an absent member.
 - (b) The Management Committee shall hold meetings annually or as needed.
 - (c) Four members shall constitute a quorum for the transaction of business. An affirmative vote of four members of the Management Committee, with at least two (2) from each party, shall be necessary to decide any matter.

(d) The Management Committee shall elect from its membership a Chairperson and a Vice-Chairperson. Such election or reaffirmation shall occur annually, and the Chairperson and Vice-Chairperson shall not be from the same party.

9. A-M Water Facilities Operating Entity. The parties agree that Albany shall supervise all A-M Water Facilities up to the point of delivery to the Millersburg public water distribution system. As the Operating Entity, Albany will:

- (a) Employ the operator designated as the “Direct Responsible Charge” (DRC) for the A-M Water Facilities.
- (b) Perform the day-to-day operations and maintenance services for all A-M Water Facilities.
- (c) Provide fluoridation supplementation to drinking water as per Albany Municipal Code 9.08 in accordance with Oregon Health Authority rules and regulations.
- (d) Provide general administration, accounting, budgeting, records management, reporting, and such other duties as required for operations.
- (e) Manage capital projects and approve contracts and change orders.
- (f) Have the authority to take reasonable and prudent action to protect the water system assets, prevent or minimize liability to the parties, comply with permits, and otherwise act in good faith for the benefit of both parties.
- (g) Take up such actions reasonably necessary during an emergency.

10. Budgets, Rates, and Expenditures. Each party shall budget and appropriate its proportionate share of the costs to operate and maintain the Water Facilities described herein.

- (b) **Total Fiscal Year A-M Water Facilities, Vine WTP, and Water Administration Budget:** Albany will prepare and deliver to Millersburg line-item budgets for A-M Water Facilities, Vine WTP, and the Water Administration program with all relevant personnel, materials and services, and capital project expenditures in the spring of each biennium. If needed, a meeting shall be called to discuss budget details.
- (c) **Millersburg-Only Summary Budget:** To support Millersburg with their budgeting process, Albany will also prepare and deliver to Millersburg a summary exhibit of Millersburg’s share of costs for the biennium. This summary will estimate operating costs based on Millersburg’s average share of metered water use in the previous year and estimate capital costs based on Millersburg’s ownership share of the budgeted expenses.
- (d) **Capital Maintenance Costs:** There are anticipated and unanticipated capital maintenance costs. Costs for anticipated capital maintenance are budgeted and costs are shared according to the ownership share of the facility being improved. As soon as unanticipated capital maintenance items are identified, the need, total cost, and cost share will be provided to Millersburg and, depending on the magnitude, may require a meeting of the Management Committee to discuss. Millersburg does not own any share of Vine WTP and will not be charged for any capital maintenance costs at that facility.
- (e) **Quarterly Billing:** Albany shall prepare a quarterly invoice for Millersburg that includes Millersburg’s share of the costs defined under this Agreement. Payments are due within 30 business days of receipt. Late payments shall bear interest at nine (9) percent per annum.
 - (i) **Cost of Water:** Millersburg is charged for their prorated share of water produced and supplied to the distribution system. The cost per gallon of treated water is determined using the total water produced at the A-M Water Facilities and Vine WTP and the total production and administrative costs for the quarter. This unit cost is multiplied by the sum of potable water delivered to Millersburg’s public distribution system by way of a 12-inch flow meter near the intersection of Century Drive NE and Berry Drive NE and the emergency intertie located at 3246 Salem Avenue NE during that quarter.

- (ii) **Capital Costs:** Millersburg is charged for their share of major A-M Plant expenditures based on their ownership share of the facility being improved. The actual ownership share for each facility is applied to the actual capital expenditure for the quarter.

11. Other Terms and Conditions. The following terms and conditions apply to this agreement:

- (a) **Term and Termination.** This agreement begins upon execution and will be in force for a 10-year period unless amended or terminated as provided herein. At the end of the 10-year period, this agreement automatically extends for succeeding 5-year terms subject to the terms herein.
 - (i) **Amendment.** This Agreement may be amended if each party concurs to the proposed amendment in writing, signed by authorized representatives of each party.
 - (ii) **Termination for Breach.** Failure to make a payment when due or other material breach of this Agreement shall allow the nondefaulting party the opportunity to terminate the agreement. In the event of an election to terminate, the nondefaulting party shall give notice and a 30-day period for the defaulting party to cure. If cure cannot be accomplished within 30 days but is diligently begun, the nondefaulting party may grant additional cure time.
 - (iii) **Separation of Assets.** Upon termination, the parties will develop a plan of separation to sell or buy the interests in the assets that include a reasonable schedule to obtain suitable alternate facilities. In the absence of such a plan, the parties shall use Dispute Resolution.
- (b) **Withdrawal and Termination of Membership Sale of Assets.** Any party may elect to terminate its participation in this agreement by giving written notice of its desire to terminate to the other party and stating a date for termination that shall not be less than two years from the date of notice. The nonterminating party shall have the option to purchase the terminating interest, and the parties shall meet for the purpose of establishing the price. The price will be established within 90 days following receipt of notice of termination. If the price cannot be agreed upon, the matter shall be submitted to Dispute Resolution as outlined in this agreement.
- (c) **Insurance:** Albany agrees to be the responsible party to provide insurance coverage for the jointly-owned water facilities to protect against the financial consequence of property, casualty, and workers' compensation losses.
- (d) **Water Quality:** Albany agrees to provide potable water to Millersburg that meets water quality standards. In the event of a temporary non-compliance, Albany will comply with all regulatory direction to restore its system to compliance. Albany makes no representations concerning the suitability of Albany's potable water for the Millersburg system or any customer thereof.
- (e) **Indemnification:** Millersburg agrees to indemnify and hold Albany harmless from any governmental or third party claims resulting in any manner from the provision of water from the A-M or Vine WTPs to Millersburg customers consistent with the terms of this agreement. This indemnification clause does not preclude Millersburg from pursuing breach of contract claims against Albany concerning the provision of Albany water to Millersburg.
- (f) **Dispute Resolution.** If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, or in the event of a three-to-three voting impasse of the Management Committee, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator. In the absence of an agreement between the parties, either party may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure.

- (g) **City Council Approval Required.** No committee or entity created by this Agreement may obligate either city to expend any city funds or take any actions, other than expressly provided herein, without the approval of the respective City Council.
- (h) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- (i) **Notices.** Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

If to Albany: City Manager
 City of Albany
 P.O. Box 490
 Albany, OR 97321

If to Millersburg: City Manager
 City of Millersburg
 4222 NE Old Salem Road
 Millersburg, OR 97321

IN WITNESS WHEREOF the parties have caused this document to be executed pursuant to the authority of the respective City Councils, by the City Manager of Albany, and the City Manager of Millersburg.

CITY OF MILLERSBURG:

DATED this ____ day of _____ 2023.

 Kevin Kreitman, City Manager

ATTEST:

 Sheena Dickerman, City Recorder

APPROVED AS TO FORM:

 Alan Sorem, Millersburg City Attorney

CITY OF ALBANY:

DATED this ____ day of _____ 2023.

 Peter Troedsson, City Manager

ATTEST:

 Mary Dibble, City Clerk

APPROVED AS TO FORM:

 Sean Kidd, Albany City Attorney

EXHIBIT A

Albany-Millersburg Jointly Owned Water Facilities



Albany-Millersburg IGA-Water System Facilities


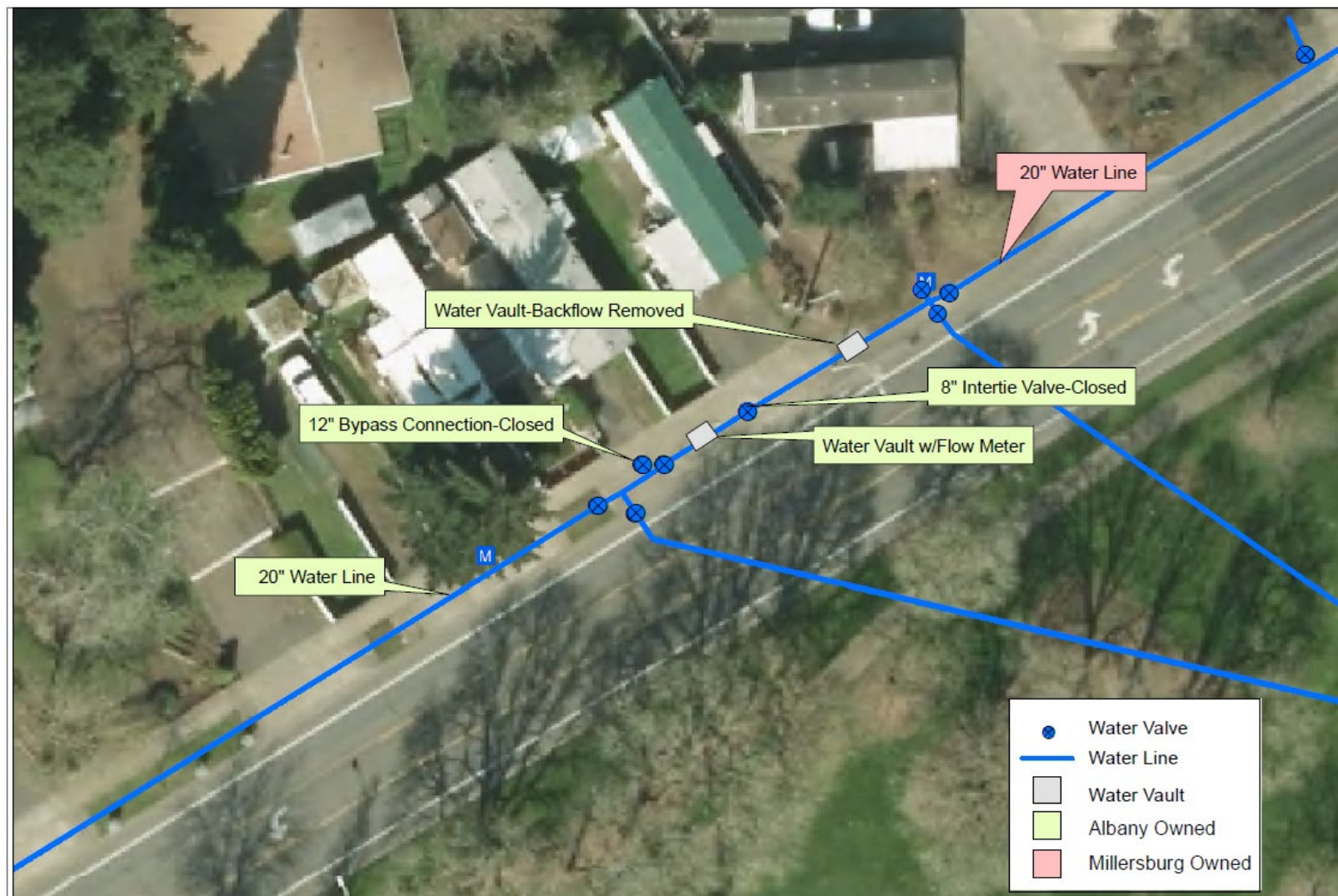
<p>The City of Albany's infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation, and metadata. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, ownership of the information proves to be incomplete, and that its accuracy is not guaranteed. Prior to making any property purchases or other investments based in total or in part upon the information provided, it is specifically advised that you independently verify the information contained within our records.</p> 	<p>Document Path: L:\LisaK\Shared_Millersburg_2016.mxd City of Albany - 310 Waverly Dr NE, Albany, Oregon 97321 (541) 917-7800 Date: 01/26/2016</p>
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EXHIBIT B

Albany-Millersburg Emergency Intertie Facilities



Albany-Millersburg IGA-8" Emergency Intertie

<p style="font-size: 8px;">The City of Albany's infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation, and verification. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, occasionally this information proves to be incorrect, and that its accuracy is not warranted. Prior to making any property purchases or other investments based in full or in part upon the information provided, it is specifically advised that you independently field verify the information contained within our records.</p>	<p style="font-size: 10px;">Document Path: L:\LisaK\Maps\Millersburg Intertie.mxd</p> <p style="font-size: 10px;">City of Albany - 310 Waverly Dr NE, Albany, Oregon 97321 (541) 917-7600</p>	<p style="font-size: 10px;">Date: 10/30/2023</p>
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ALBANY AND MILLERSBURG INTERGOVERNMENTAL AGREEMENT
WATER DISTRIBUTION SYSTEM MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____ 2023 by and between the City of Albany, a municipal corporation of the State of Oregon (Albany) and the City of Millersburg, a municipal corporation of the State of Oregon (Millersburg). The respective Council or designated representative of each City is referred to as “party” or “parties” in this Agreement. This Agreement defines the provisions for the City of Albany to provide maintenance services for the City of Millersburg’s public water distribution system.

WITNESSETH:

WHEREAS, Albany and Millersburg jointly own water facilities, including the raw water intake, pump station and pressure main, the Albany-Millersburg Water Treatment Plant (A-M Plant), the finished water reservoir, and the finished water pipeline up to but not including the Millersburg water meter. These jointly-owned water facilities are collectively referred to in this document as the A-M Water Facilities which are operated and maintained in accordance with the “Albany and Millersburg Intergovernmental Agreement for Jointly-Owned Water Facilities” dated _____ 2023; and

WHEREAS, potable water is delivered to Millersburg’s public distribution system by way of a 12-inch water meter near the intersection of Century Drive NE and Berry Drive NE, which Albany owns, installed, and maintains and in an emergency, through an emergency intertie located at 3246 Salem Avenue NE in Albany’s water distribution system; and

WHEREAS, Albany is designated as the “Direct Responsible Charge” (DRC), in conformance with OAR 333-061-0225, for all facilities up to the point of delivery to the Millersburg public water distribution system as defined in the A-M Intergovernmental Agreement for Jointly-Owned Water Facilities; and

WHEREAS, Millersburg owns their own water distribution system; and

WHEREAS, Millersburg’s water distribution system is considered a public water system further defined as a purchasing water system in Oregon Administrative Rules (OARs) 333-061-0020 (153) & (154); and

WHEREAS, as a purchasing water system, Millersburg is required to implement OAR Chapter 333 Division 061 governing Public Water Systems to assure safe drinking water within their public water system; and

WHEREAS, Millersburg is required to employ or contract the operator designated as the DRC, in conformance with OAR 333-061-0025, to make decisions regarding the daily operational activities of the Millersburg water distribution system that directly impact the quality or quantity of drinking water; and

WHEREAS, Millersburg desires to contract with Albany for DRC of their water distribution system, specific maintenance, and operational functions to be routinely performed for Millersburg on the water distribution system they own.

NOW, THEREFORE, BE IT RESOLVED that the previous agreement titled “Water Distribution System Maintenance Services Agreement” executed on May 16, 2016, between Albany and Millersburg is hereby repealed; and

BE IT FURTHER RESOLVED by Albany and Millersburg that the parties agree to cooperate in the operation, maintenance, and costs for Albany to provide maintenance services for Millersburg’s public water distribution system as follows:

COVENANTS OF ALBANY

A. Albany will perform the following basic water system operations and maintenance services subject to the CHARGES AND RATES section:

1. Direct Responsible Charge: Albany will employ the operator designated as the “Direct Responsible Charge” (DRC) in conformance with OAR 333-061-0225, to make decisions regarding the daily operational activities of the Millersburg water distribution system that directly impact the quality or quantity of drinking water.

- a. Albany shall provide the name, telephone number, and address for the DRC to be on record with the City of Millersburg.
 - b. Albany will ensure that the DRC will take corrective action when the results of analyses or measurements indicate maximum contaminant levels have been exceeded (OAR 333-061-0230).
 - c. Albany will suggest corrective action regarding water quality complaints, main breaks, or other water system conditions requiring action.
 - d. Ensure water quality samples submitted to the laboratory under contract with the City of Albany were reported to OHA on time.
2. Water Quality Testing: Albany will perform Oregon Health Authority (OHA) required monthly coliform bacteria testing, quarterly testing for disinfection by-products (until reduction is granted by OHA), lead-copper testing every 6 months (until reduction is granted by OHA), asbestos every 9 years (if present in the distribution system), and free chlorine residual twice a week (unless Millersburg provides this service) and any other future water quality testing required by OHA. Samples will be collected according to standard testing procedures by Albany staff, or contractors, as may be determined by the City of Albany. Samples will be submitted to the laboratory under contract with the City of Albany. Water quality results will be reported directly to OHA by Albany's contract laboratory.
 3. System Maintenance – flushing, hydrants, and valves: All fire hydrants will be inspected and lubricated annually, the water distribution system will be flushed every three (3) years, and all valves will be exercised once every three (3) years. The frequency of system maintenance may change as mutually agreed by the Millersburg DRC and Albany Water Operations Supervisor or Water Superintendent.
 4. Annual Large Meter Testing: Three-inch and larger meters will be tested and repaired as needed annually or as mutually agreed.
 5. Cross Connection Control Program (Backflow Prevention): The established backflow program will be maintained to meet all requirements of the OHA Drinking Water Program. The program will:
 - a. Send out test notices, record test data, and provide field follow-up for customer relations and enforcement as needed,
 - b. Coordinate and facilitate testing of all devices using a certified tester, and
 - c. Annually submit a cross-connection report to OHA and Millersburg.
 6. System Locates (One-call System): Respond to requests for water line location markings based upon Albany GIS mapping of the Millersburg system and in compliance with OAR 952-001. Albany's ability to provide this service is dependent on timely receipt from Millersburg of accurate "as built" drawings of Millersburg facilities.
 7. Emergency Response: Respond to emergency calls from Millersburg or their customers for water system damage within two (2) hours of notification. During widespread emergencies, such as catastrophic earthquake, Albany will prioritize system needs across both systems and respond accordingly. "Damage" shall include but not be limited to damaged fire hydrants, mains, and water services up to the customer meter (not beyond) within the Millersburg water distribution system.
 8. Meter/Service Installation: As requested by Millersburg, installation of new customer meters and connection to the water main, including "bored" street crossings and abandonment of service lines will be performed consistent with installations used in the City of Albany system. Albany will supply all materials.
 9. Repair/Replacement: Repair or replacement of non-functioning fire hydrants, non-functioning water meters, or minor repairs to mains, services (up to the and including the meter), and valves as soon as possible but not to exceed 15 days following notification and authorization by Millersburg. Albany will supply all materials.
 10. Emergency Intertie: Albany will operate and maintain the distribution system intertie located at 3246 Salem Avenue NE to provide water from Vine WTP to Millersburg customers in the event of an emergency, during curtailment, or if the A-M Water Facilities are not fully functional.

11. **Future System Improvements:** Albany will perform activities necessary to support maintenance of existing and future Millersburg water distribution system improvements including:
 - a. **Prior to Construction.** During design, Albany Public Works Operations will review all proposed construction plans provided by Millersburg and will suggest modifications as necessary to minimize maintenance costs and response times and/or to optimize system performance.
 - b. **Upon Completion of Project.** Albany Public Works Operations will receive approved as-built record drawings and update Albany's computerized Geographic Information System (GIS) and the computerized maintenance management system (CMMS) used to perform maintenance and future repairs or locates.
- B. Albany will provide the following additional water system operations and maintenance services, included as part of general administration and overhead:
 1. Data entry and maintenance of geographic locations of water system components including valves, distribution mains, transmission mains, water services up to and including the meter, and other components maintained within Albany's computerized Geographic Information System (GIS) and computerized maintenance management system (CMMS) systems using the best information available. Albany will provide data to Millersburg upon request.
 2. Preparing required annual Drinking Water Quality (Consumer Confidence) Report (CCR) documentation to meet legal requirements, production of results for the public, posting the CCR on the City of Albany's website (www.cityofalbany.net) and completing the CCR distribution form for Millersburg.
- C. Albany SHALL NOT perform the following services for Millersburg water distribution system:
 1. Plan, design, manage, construct, or perform construction inspection on any new distribution or transmission mains and appurtenances in Millersburg.
 2. Ensure future system improvements meet public water system drinking water quality standards and other applicable regulatory requirements.
 3. Guarantee the quantity, quality, or pressure available to any service connection, nor a determination of the impacts of new water project construction upon customers in Millersburg.
 4. Maintain any reservoir or water pump station that may be constructed in Millersburg.
 5. Maintain a parts & material inventory specific to, or for, Millersburg. Albany will use parts available in their inventory and bill Millersburg for replacement.
 6. Utility billing services including customer billing, cut in or turn off, collections, or any customer service related to billing.
 7. Perform any other services or responsibilities not expressly delineated in this agreement.

COVENANTS OF MILLERSBURG

- A. Millersburg will perform the following:
 1. Millersburg will process requests for new connections to existing lines and collect any fees associated with the installation. Upon approval by Millersburg, installation orders will be forwarded to Albany by e-mail, fax, mail or other means for scheduling of installation.
 2. Millersburg will provide Albany with as-built record drawings for system improvements and backflow device locations to facilitate maintenance and responding to the One-Call system for the Millersburg water distribution system. Millersburg agrees to hold Albany harmless from any claims or damages, including costs of defense in the event that Millersburg facilities are not located as shown on the "as built" drawings or in the event that the drawings are not provided to Albany in a timely manner.
 3. Millersburg will post a link to the Consumer Confidence Report on their website, print the web link on their utility bills, and provide printed copies of the CCR at the Millersburg city hall.
 4. Millersburg will send plans to Albany Public Works Operations to review and provide suggestions on all proposed water system improvements and expansions.

5. Millersburg will generally follow Albany Standard Construction Specifications for material types and standard parts. If Millersburg authorizes use of materials or parts not identified in Albany's Standard Construction Specifications, Millersburg accepts that this may result in delays in responding to work requests or emergencies and may increase costs.
 6. Millersburg will inform Albany of any water quality complaints, reported main breaks, or other water system condition in a timely manner.
 7. Act upon suggestions from the DRC regarding water quality complaints, main breaks & repairs, or other water system conditions requiring action.
- B. Millersburg SHALL NOT perform or contract to perform any of the distribution system maintenance items performed by Albany as listed in this agreement unless mutually agreed to in writing by both parties.

AUTHORIZATIONS BY MILLERSBURG

- A. Millersburg authorizes Albany to receive calls for repairs or emergency reporting from Millersburg customers, and to dispatch crews as appropriate to resolve such situations.

SERVICE MODIFICATIONS IN NON-EMERGENCY AND EMERGENCY SITUATIONS

- A. The services identified in this agreement performed or authorized by Albany or Millersburg may be modified at any time by mutual written consent of the parties.
1. In a non-emergency situation, modification shall be enacted upon written agreement between the chief officer, or authorized delegate, of Millersburg and the Albany Public Works Director, or authorized delegate.
 2. In an emergency, verbal authorization for services not included in the schedules may be given by the representatives of Millersburg and Albany Public Works in charge at the time of the request. Such authorization will be temporary for the duration of the emergency.

CHARGES AND RATES

- A. The charges and rates for Albany to perform water system operations and maintenance services in COVENANTS OF ALBANY section 'A' are subject to the current charges and rates in effect at the time services are performed.
1. Charges for DRC will be billed at \$500 per month. This rate will be adjusted annually, starting in January 2025, based upon the percentage change in the Consumer Price Index for all urban areas (CPI-U) as issued by the Bureau of Labor Statistics for the United States Department of Labor, Portland office, for the previous calendar year.
 2. Charges for work performed will be based on an itemized time and materials costs basis.
 - Labor will be billed at an hourly rate, which includes the costs for direct labor and overhead for the hours required to perform the work.
 - Overhead costs rolled into a single average labor rate for all workers includes administrative expenses for telephone, mailing, printing, uniforms, and small tool use. Staff time for data updating (including GIS and CMMS), management reporting, phone calls, and producing and posting reports (including CCR) are not directly charged, but are assumed to be covered with overhead.
 - Materials will be billed at cost.
 - Equipment will be billed using FEMA's Schedule of Equipment Rates.
 - Services subcontracted will be billed at cost.
 3. The cost of special mutually beneficial projects (such as an orthophotography update) will be shared between Albany and Millersburg as negotiated on a case-by-case basis.
- B. Millersburg will be billed quarterly by Albany for the provision of basic and additional services. Payments are due within 30 business days of receipt. Late payments shall bear interest at nine (9) percent per annum.

OTHER TERMS AND CONDITIONS

- A. **Albany Obligations Subject to Appropriation and Emergency.** All Albany obligations are subject to the availability of funds, adequate for the work, being available and designated for such purpose by the Albany City Council. The Public Works Department agrees to recommend necessary funding, but the City Council reserves final discretion for the allocation of available resources. In the event of conditions deemed to constitute an emergency by the City of Albany, Albany’s obligations hereunder may be suspended or reduced so long as Millersburg is generally provided service equivalent to that provided to Albany in-city residents.
- B. **Hold Harmless.** While Albany will use its best efforts to maintain the Millersburg facilities to the extent called for in this agreement, Albany does not have sufficient knowledge of the Millersburg system to guarantee an outcome. As a consequence, Millersburg agrees to hold harmless and indemnify Albany, its officers, agents and employees from any and all claims, demands, and damages of any kind, whether occurring to the property of Millersburg or to third parties as a result of the maintenance activities identified in this agreement. This obligation shall extend to all claims, damages, and demands as well as costs of defense.
- C. **Term and Termination.** This agreement begins upon execution and will be in force for a 10-year period unless amended or terminated as provided herein. At the end of the 10-year period, this agreement automatically extends for succeeding five-year terms subject to the terms herein.
 - 1. Amendment. This Agreement may be amended if each party concurs to the proposed amendment in writing, signed by authorized representatives of each party.
 - 2. Termination. Any party may elect to terminate its participation in this agreement by giving written notice of its desire to terminate to the other party and stating a date for termination, which shall not be less than two years from the date of notice.
- D. **Notices.** Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

If to Albany: City Manager
 City of Albany
 P.O. Box 490
 Albany, OR 97321

If to Millersburg: City Manger
 City of Millersburg
 4222 NE Old Salem Road
 Millersburg, OR 97321

IN WITNESS WHEREOF the parties have caused this document to be executed pursuant to the authority of the respective City Councils, by the City Manager of Albany and the City Manager of Millersburg.

CITY OF MILLERSBURG:

CITY OF ALBANY:

DATED this ____ day of _____ 2023.

DATED this ____ day of _____ 2023.

Kevin Kreitman, City Manager

Peter Troedsson, City Manager

ATTEST:

ATTEST:

Sheena Dickerman, City Recorder

Mary Dibble, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Alan Sorem, Millersburg City Attorney

Sean Kidd, Albany City Attorney



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: December 4, for the December 12, 2023 City Council Meeting
SUBJECT: Post-Construction Stormwater Quality Municipal Code Amendment

Action Requested:

Staff request Council adoption of a proposed modification to the Municipal Code for Surface Water within the City of Millersburg.

Discussion:

In 2019 Millersburg adopted Municipal Code Title 12, Surface Water and in April of 2023 amended the code language to comply with minimum threshold requirements in the Department of Environmental Quality MS4 Phase 2 permit for new or replaced impervious area that requires stormwater quality treatment.

As we approach the deadline for full compliance with the permit, staff have identified additional code language changes required to comply with the permit requirements and provide for allowed exemptions.

Budget Impact:

None.

Recommendation:

Adoption of Ordinance 209-23.

Attachment(s):

- Ordinance 209-23, Amending Municipal Code Section 12.45.040

ORDINANCE NO. 209-23

AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 12.45.040, POST-CONSTRUCTION STORMWATER QUALITY

WHEREAS, the City of Millersburg desires to provide for the effective management of stormwater to protect the health, safety, and general welfare of the citizens of the City of Millersburg; and,

WHEREAS, the City of Millersburg desires to protect and enhance the water quality and natural functions of watercourses and water bodies through the regulation of stormwater; and,

WHEREAS, the Oregon Department of Environmental Quality Municipal Separate Storm Sewer System Phase 2 permit includes requirements and exemptions for post-construction stormwater quality treatment for project sites discharging stormwater to the MS4; and,

WHEREAS, the City of Millersburg intends to comply with applicable State and Federal laws;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS:

The City of Millersburg amends Section 12.45.040 – Permit exemptions of the Municipal Code, POST-CONSTRUCTION STORMWATER QUALITY, by deleting:

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

and

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

And adding:

“(2) Residential structures being re-built following natural disaster, so long as the footprint is not bigger than the original structure.

(3) Maintenance activities such as pavement preservation projects, including top-layer grinding (grind and inlay) or repaving when aggregates or gravels are exposed but not replaced.

(4) Roof replacement when the structure is not altered.

(5) Standalone projects that consist solely of linear utility trenching in paved public rights-of-way or on private property.

(6) Pavement restoration for utility service connections, up to and including full street width crossings.”

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

APPROVED by the Council this 12th day of December, 2023.

Scott Cowan, Mayor
City of Millersburg, Oregon

ATTEST:

Sheena Dickerman
City Recorder



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: December 7, 2023, for the December 12, 2023, City Council Meeting
SUBJECT: Commission and Committee Appointments and Re-Appointments

Action Requested:

Approval and appointment/re-appointment of Commission and Committee Members.

Discussion:

In accordance with the Council's adopted Citizen Commission/Committee Member and Staff Manual, in November public notice of all current or anticipated vacancies was posted on the City's website.

The reappointments this year are on the Planning and Parks Commissions and the Budget Committee. All re-appointments will be in effect January 1, 2024. The Planning Commission has two positions up for reappointment which are currently filled by Doug Iverson and Brandon Abresch. Commissioner Abresch was appointed to fill the remaining term of Commissioner Canate this past November. Both appointments will be for new four (4) year terms.

The Parks Commission currently has two (2) positions eligible for reappointment, currently filled by Lynn Dunn and Caryl Thomas. Both positions are for new four (4) year terms.

The Budget Committee currently has three (3) positions eligible for reappointment, currently filled by Doug Iverson, Mike Martin, and Talley Richardson. Members Martin and Richardson have indicated their desire to step down from the budget committee due to time constraints. Member Iverson has expressed his desire to be reappointed to a new four (4) year term. One application has been received from Dick Purdue, which would be a new four (4) year appointment, with one vacancy remaining on the Budget Committee.

If additional applications are not received prior to the December Council meeting, staff will continue to advertise for the open Budget Committee position online until the vacancy is filled. Any new applications received after the December meeting will be brought forward at the subsequent City Council meeting for Council consideration.

Budget Impact:

None

Recommendation:

Council consideration of the following four (4) year re-appointments to the Planning Commission:

Doug Iverson

Brandon Abresch

Council consideration of the following four (4) year re-appointments to the Parks Commission:

Lynn Dunn
Caryl Thomas

Council consideration of the following four (4) year re-appointment to the Budget Committee:

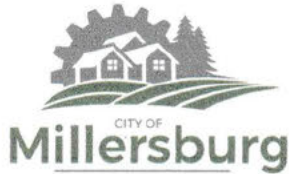
Doug Iverson

Council consideration of the following four (4) year new appointment to the Budget Committee:

Dick Purdue

Attachment(s):

- Commission/Committee Applications



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

CITY HALL
4222 NE Old Salem Road
Albany, OR 97321
www.cityofmillersburg.org
458-233-8300

Commission and/or Committee Preference:

Planning Commission and Budget Committee
(list all for which you are applying)

Name: Douglas Iverson Preferred First Name: Doug

Residential Information:	
Home Address: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
	Cellular: <u>[REDACTED]</u>
E-mail: <u>[REDACTED]</u>	Fax: _____ <i>(Optional)</i>

Employment Information:	
Employer's Name: <u>Retired</u>	
Work Address: _____	Phone: _____
	Cellular: _____
E-mail: _____	Fax: _____ <i>(Optional)</i>

Please provide information as requested below to describe your qualifications to serve on this City of Millersburg Commission or Committee. Feel free to provide additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession:

Fabrication Technician - Intel Corporation

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

Budget Committee - Planning Commission - Historical Commission

- Indicate why you are interested in serving on this commission or committee and what other qualifications apply to this position.

Being retired military I am capable of evaluating input, making decisions based on current conditions and modifying those decisions if the information changes. To assist the community.

- What contributions do you hope to make?

To bring my common sense values to the Planning Commission and the Budget Committee.



Please consult the *Guide for Public Officials* and the *Guide for Public Officials* adopted 2021 that are posted on the State of Oregon's website at <https://www.oregon.gov/ogec/Documents/2021%20PO%20Guide%20Final%20Adopted.pdf>

Douglas Inerson
Signature of Applicant

10/18/23

Date



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

CITY HALL
4222 NE Old Salem Road
Albany, OR 97321
www.cityofmillersburg.org
458-233-6300

Commission and/or Committee Preference:

Planning Commission

(list all for which you are applying)

Name: Brandon Abresch

Preferred First Name: Brandon

Residential Information:	
Home Address:	[REDACTED]
E-mail:	[REDACTED]

Employer's Name:	[REDACTED]
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Please provide information as requested below to describe your qualifications to serve on this City of Millersburg Commission or Committee. Feel free to provide additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession:

Project Manager - Flooring, Countertops, Tile, Blinds

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

Volleyball Coach - Boys and Girls Club

Organizer for WOAR Winter Social - funds to Jackson Street Youth Shelter

Albany Chamber of Commerce member

Albany Helping Hands - Product and Labor Donations

- Indicate why you are interested in serving on this commission or committee and what other qualifications apply to this position.

I like the city of millersburg and want to help preserve the existing values that make our city a great place to raise my children. I also value the educational experience of being part of this commission.

- What contributions do you hope to make?

I would like to help by being a voice for the families in the area to keep Millerburg a safe and quiet community for raising a family.



Please consult the *Guide for Public Officials* and the *Guide for Public Officials* adopted 2021 that are posted on the State of Oregon's website at <https://www.oregon.gov/ogec/Documents/2021%20PO%20Guide%20Final%20Adopted.pdf>

Signature of Applicant

Date



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

CITY HALL
4222 NE Old Salem Road
Albany, OR 97321
www.cityofmillersburg.org
(458) 233-6300

Commission and/or Committee Preference:

Parks Commission
(list all for which you are applying)

Name: Caryl THOMAS Preferred First Name: Caryl (Pronounced "CAROL")

Residential Information:

Home Address:

E-mail:

USE THIS ONE

Employment Information:

Employer's Name:

Work Address:

E-mail:

- Retired -

Phone:

Cellular:

Fax:

(Optional)

Please provide information as requested below to describe your qualifications to serve on this City of Millersburg Commission or Committee. Feel free to provide additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession:

Retired - worked as a Pharmacist for 30 years before retirement - portland area - Providence St. Vincent Hospital
Tuahaty Hospital in Hillsboro -
Kaiser Permanente in Beaverton

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

- City of Millersburg Planning Commission
- 2 year term on Millersburg Parks Commission is expiring
- PEO women's organization - officer for 4 years
- Deacon United Presbyterian Church - 2020 → 2022

- Indicate why you are interested in serving on this commission or committee and what other qualifications apply to this position.

To help the City of Millersburg plan & develop the best ever new parks to provide beautiful, multi-functional & fun parks for residents (both adults & children) to enjoy for centuries to come.

Before moving to Millersburg, I lived many years in Beaverton & Wilsonville, so I have observed how their parks have developed... especially Granway Park as it was built in the wetlands of Beaverton & Tigard.

- What contributions do you hope to make?

Attend every meeting to have a quorum.

Listen well. Evaluate best options for park development.

Use past experience & observations on Parks Development in both Wilsonville & Beaverton-Tigard. I watched these parks develop & change over time.

Please consult the *Guide for Public Officials* and the *Guide for Public Officials 2015 Supplement*, updated 0, 2021 that are posted on the state of Oregon's website at <https://www.oregon.gov/ogec/Pages/Guide-for-Public-Officials.aspx> (see visual reference below).

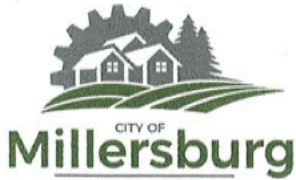
Guide for Public Officials



The guide has been revised to include informational links to statutes and rules to give you a more complete reference tool.
 Click here to access the guide. Click here for Guide for Public Officials 2015 Supplement.

Caryl Thomas
 Signature of Applicant

11-30-2023
 Date



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

CITY HALL
4222 NE Old Salem Road
Albany, OR 97321
www.cityofmillersburg.org
458-233-6300

Commission and/or Committee Preference:

Millersburg Parks Commission

(list all for which you are applying)

Name: Lynn Dunn

Preferred First Name: Lynn

Residential Information:

Home Address: _____

E-mail: _____

(Optional)

Employment Information:

Employer's Name: Retired

Work Address: _____

E-mail: _____

Phone: _____

Cellular: _____

Fax: _____

(Optional)

Please provide information as requested below to describe your qualifications to serve on this City of Millersburg Commission or Committee. Feel free to provide additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession:

Greater Albany Public Schools, Classroom Teacher 1976-2013

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

Served on Boards of variety of organizations: Greater Albany Teachers Assoc., Oregon Science Teachers Assoc., Oregon Environmental Education Assoc., Oregon SOLV, Served on State and Federal Education Dept. projects. I have been involved with planning and carrying out a variety of conferences and events for school functions and professional organizations.

- Indicate why you are interested in serving on this commission or committee and what other qualifications apply to this position.

I am interested in serving on this commission because I view parks as one of the most important features that a community has to bring cohesion to the surrounding residents. Parks serve as a recreational site and a springboard to community and city-wide sponsored activities.

- What contributions do you hope to make?

Having worked with a large variety of organizations, groups, and people, I feel I can contribute my leadership skills and knowledge to help direct the parks commission in a positive direction. I feel I'm a good listener and someone how understands different points of view. I may not agree with everyone all the time, but I will treat everyone with respect and courtesy.

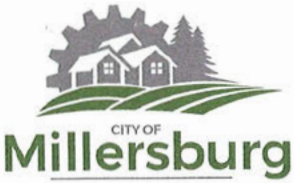


Please consult the *Guide for Public Officials* and the *Guide for Public Officials* adopted 2021 that are posted on the State of Oregon's website at <https://www.oregon.gov/ogec/Documents/2021%20PO%20Guide%20Final%20Adopted.pdf>


Signature of Applicant

12-5-2023

Date



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

CITY HALL
4222 NE Old Salem
Road Albany, OR 97321
www.cityofmillersburg.org
(458) 233-6300

Commission and/or Committee Preference:

BUDGET COMMITTEE

(list all for which you are applying)

Name: RICHARD D PERDUE Preferred First Name: DICK

Residential Information:	
Home Address: <u>[REDACTED]</u>	Phone: _____
_____	Cellular: <u>[REDACTED]</u>
_____	_____
E-mail: <u>[REDACTED]</u>	Fax: _____
_____	(Optional)

Employment Information:	
Employer's Name: <u>SELF EMPLOYED</u>	Phone: _____
Work Address: <u>HOME</u>	Cellular: <u>[REDACTED]</u>
_____	_____
_____	_____
E-mail: <u>[REDACTED]</u>	Fax: _____
_____	(Optional)

Please provide information as requested below to describe your qualifications to serve on this City of Millersburg Commission or Committee. Feel free to provide additional information you wish to share with the City.

- List current or most recent occupation, business, trade, or profession:
FORMERLY MANAGING PARTNER OF KOONTZ & PERDUE, CPA'S - 23 YEARS
SELF EMPLOYED CPA

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

HELPED AT MILLERSBURG CELEBRATION
MEMBER OF ALBANY CITY CHURCH FINANCE COMMITTEE
ALBANY CHAMBER OF COMMERCE
TAKEENA KIWANIS

- Indicate why you are interested in serving on this commission or committee and what other qualifications apply to this position.

MY BACKGROUND INCLUDES AUDITS OF MUNICIPAL ORGANIZATIONS INCLUDING THE CITY OF MILLERSBURG. HAVE NOT BEEN INVOLVED IN CPA FIRM FOR THREE YEARS AND CAN NOW SERVE ON BUDGET COMMITTEES.

- What contributions do you hope to make?

USING NY KNOWLEDGE OF MUNICIPAL GOVERNMENT FINANCE TO AID MY COMMUNITY IN WORKING ON BUDGET.

Please consult the *Guide for Public Officials* and the *Guide for Public Officials 2015 Supplement* that are posted on the state of Oregon's website at <https://www.oregon.gov/ogec/Pages/Guide-for-Public-Officials.aspx> (see

Guide for Public Officials



The guide has been revised to include informational links to statutes and rules to give you a more complete reference tool.

[Click here to access the guide.](#) [Click here for Guide for Public Officials 2015 Supplement.](#)

Signature of Applicant

1/24/23

Date