



Microphones will be muted and webcams will be turned off for presenters and members of the public unless called upon to speak.

If 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.

*This meeting is being recorded for public review on the City of Millersburg website.*

## **CITY COUNCIL REGULAR MONTHLY MEETING AND PUBLIC HEARING**

**Electronic Meeting**

May 11, 2021 @ 6:30 p.m.

### **Agenda**

**This meeting will be held remotely. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-regular-meeting>. If you do not have access to a phone or computer, or need additional support, please contact City Hall prior to 5:00 p.m. on Monday, May 10.**

**Meeting link to join via computer:**

**<https://aspenuc.accessionmeeting.com/j/1161717173>**

**Phone number to join meeting: 503-212-9900**

**Meeting ID: 116 171 7173**

A. CALL TO ORDER

B. ROLL CALL

C. CHANGES AND ADDITIONS TO THE AGENDA

D. CONSENT AGENDA

1) Approval of April 13, 2021 City Council Meeting Minutes

2) Acceptance of City Accounts Payable Report

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

E. GUEST PRESENTATIONS

1) Linn County Sheriff's Office Monthly Report

2) Ambulance Service Area Meeting Update – Division Chief Will Bauscher

F. 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](mailto: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.*

G. PUBLIC HEARING – Millersburg City Charter Amendments

H. COUNCIL MEMBER AND STAFF COMMENTS

I. CITY MANAGER'S REPORT

- 1) Project Updates

J. CITY ATTORNEY'S REPORT

K. UNFINISHED BUSINESS

- 1) Millersburg City Charter Amendments

- a. Ordinance 183-21 Amending Section 12 of the Millersburg City Charter  
Action: \_\_\_\_\_
- b. Ordinance 184-21 Amending Section 20 of the Millersburg City Charter  
Action: \_\_\_\_\_
- c. Ordinance 185-21 Amending Section 23 of the Millersburg City Charter  
Action: \_\_\_\_\_
- d. Ordinance 186-21 Amending Section 24 of the Millersburg City Charter  
Action: \_\_\_\_\_
- e. Ordinance 187-21 Amending Section 31 of the Millersburg City Charter  
Action: \_\_\_\_\_
- f. Ordinance 188,21 Amending the Entirety of the Millersburg City Charter  
Action: \_\_\_\_\_

L. NEW BUSINESS

- 1) ADS Contract Amendment  
Action: \_\_\_\_\_
- 2) David Evans and Associates Contract Amendment  
Action: \_\_\_\_\_
- 3) Jacobs (CH2H Hill) Contract Amendment  
Action: \_\_\_\_\_
- 4) Proposed Revision to Transportation System Development Charges – Resolution 2021-08  
Action: \_\_\_\_\_
- 5) Adoption of Supplemental Budget for FY 2020-2021 - Resolution 2021-09  
Action: \_\_\_\_\_

M. CLOSING PUBLIC COMMENT

N. CLOSING COUNCIL COMMENT

O. ADJOURNMENT

Upcoming Meetings & Events:

May 13, 2021 @ 6:00 p.m. – Events Planning Committee Meeting

May 25, 2021 @ 4:00 p.m. – City Council Work Session

*The meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 458-233-6300.*



## CITY COUNCIL MEETING & PUBLIC HEARING MINUTES

April 13, 2021 @ 6:30 p.m.

A. CALL TO ORDER Meeting called to order by Mayor Lepin at 6:31 p.m.

B. ROLL CALL

Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Dave Harms, Scott McPhee, John Sullivan

Councilors Absent: Scott Cowan departed @ 7:44 p.m.

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

Presenters: Sergeant Beth Miller, Linn County Sheriff's Office  
Fire Chief Shane Wooten, Albany Fire Department  
Bethanie Gambardella – Millersburg Farmers' Market

C. CHANGES AND ADDITIONS TO THE AGENDA

None

D. CONSENT AGENDA

- 1) Approval of March 9, 2021 City Council Meeting Minutes
- 2) Approval of March 15, 2021 Special City Council Meeting Minutes
- 3) Acceptance of City Accounts Payable Report

Action: **Motion to Accept Consent Agenda as Presented made by Councilor John Sullivan; seconded by Councilor Scott Cowan.**

**Mayor Jim Lepin: Aye**

**Councilor Scott Cowan: Aye**

**Councilor Dave Harms: Aye**

**Councilor Scott McPhee: Aye**

**Councilor John Sullivan: Aye**

Motion PASSED: 5/0

E. GUEST PRESENTATIONS

- 1) Linn County Sheriff's Office Monthly Report

Sergeant Beth Miller reviewed the March 2021 monthly report. She spoke specifically about the traffic crashes noting that they were operator errors not safety issues within the City. She also noted an increase in thefts in unlocked vehicles and also more catalytic converters. In addition, there have been a number of reports of teens in the City Park, and deputies have been asked to do extra patrols in and around the City Park. She also provided an update regarding the shooting on Waverly Drive. There are one or two suspects identified, and deputies are still working hard on the investigation.

Mayor Lepin asked about an increase in calls at the Love's Truck Stop and if the City should be concerned about the amount of hours spent by LCSO at the

truck stop. Sergeant Miller said she would research to determine how much of an increase there is if any.

2) Albany Fire Department Quarterly Report

Fire Chief Shane Wooten provided the first quarter 2021 Albany Fire Department report for Millersburg. He spoke briefly about the Ambulance Service Area project noting that he thinks the City will receive some good news soon. Mayor Lepin asked about the number of fire alarms and the issues with their going off. Chief Wooten noted that a lot of the responses were due to issues with fire alarms not actual fires. Mayor Lepin expressed his concern regarding the response to false alarms and the ultimate cost in dealing with those situations. Chief Wooten noted that if they started seeing a bunch of false alarms, they would address them against the Fire Code to get the businesses to deal with the issue.

3) Millersburg Farmers' Market

Bethanie Gambardella provided an update to the Council regarding the status of the Millersburg Farmers' Market. She shared that the Market will be on Wednesdays in June, July, and August from 4p to 7p in the City Park in the area near the shop. She noted there are no other markets going on that late elsewhere and thinks this will be good for the Market. She spoke about how they plan to address the Covid requirements in the Market.

F. PUBLIC COMMENT

Mayor Lepin noted this section is for general public comment but not specifically to comment on the Charter amendments coming up during the Public Hearing. City Manager Kreitman reviewed the comments submitted by resident Craig Ziegenhagel, Granite Avenue, on suggested Charter amendments not related to the proposed amendments, which Mr. Ziegenhagel shared he was in support of in his written comments.

Mayor Lepin opened the public hearing on the Millersburg Charter Amendments at 7:23 p.m.

G. PUBLIC HEARING – Millersburg City Charter Amendments

Mayor Lepin spoke with resident Ron Post, Riverstone Loop, regarding his comments to the Millersburg City Charter Amendments. Mr. Post withdrew his comments on Section 12. City Attorney Reid spoke about Mr. Post's recommendation to add language to having an ordinance read if a member of the public requests it be read. The Council supported adding that change.

Mayor Lepin closed the public hearing at 7:28 p.m.

H. COUNCIL MEMBER AND STAFF COMMENTS

None

I. CITY MANAGER'S REPORT

1) Appointment of Budget Officer

City Manager Kreitman briefly spoke about the appointment and requested the Council approve Assistant City Manager/City Engineer Booth as the Budget Officer for FY 21/22.

Action: **Motion for the Appointment of Assistant City Manager/City Engineer Janelle Booth as Budget Officer for FYI 21/22 made by Councilor Cowan; seconded by Councilor Harms.**

- Mayor Jim Lepin: Aye
- Councilor Scott Cowan: Aye
- Councilor Dave Harms: Aye
- Councilor Scott McPhee: Aye
- Councilor John Sullivan: Aye

Motion PASSED: 5/0

2) Project Updates

Assistant City Manager/City Engineer Booth provided an update regarding the Fire Station Project. Currently waiting for the 1200-C permit from the Department of Environmental Quality (DEQ) before they can begin. Councilor Cowan asked if there was discussion regarding using the City rental house for their base of operations. Assistant City Manager/City Engineer Booth noted they'll utilize it for the first part of the project but then will switch to using a construction trailer that is closer to the actual building site. Assistant City Manager/City Engineer Booth then reviewed the status of other projects from the updates memo.

City Manager Kreitman provided updates regarding the Housing Needs Analysis and Building Lands Inventory projects. There was lengthy discussion about the accuracy of Portland State University's population forecast.

Councilor Cowan spoke briefly about the Ambulance Service Area (ASA) for the City and thinks the upcoming meeting will set the tone in one direction or not and encourages Council members or community members to share their views. City Manager Kreitman provided a brief background regarding the history of the ASA change efforts over the past couple of years.

J. CITY ATTORNEY'S REPORT

None

K. UNFINISHED BUSINESS

1) Regionally Significant Industrial Site Application – Resolution 2021-07

City Manager Kreitman briefly noted the previous discussion. However, as he reviewed the application, he noticed that specific authorization from the City Council was required which is why staff is recommending approval of the proposed resolution.

Action: **Motion for the Adoption of Resolution 2021-07 Authorizing Signing of an Application for Regionally Significant Industrial Site (RSIS) Application made by Councilor Harms; seconded by Councilor McPhee.**

- Mayor Jim Lepin: Aye
- Councilor Scott Cowan: Absent
- Councilor Dave Harms: Aye
- Councilor Scott McPhee: Aye
- Councilor John Sullivan: Aye

Motion PASSED: 4/0

L. NEW BUSINESS

None

M. CLOSING PUBLIC COMMENT

None

N. CLOSING COUNCIL COMMENT

- 1) Mayor Lepin asked about when are the Budget Committee meetings scheduled, and City Manager confirmed the dates.

O. ADJOURNMENT OF REGULAR MONTHLY MEETING Mayor Lepin adjourned the regular meeting at 7:54 p.m.

P. CONVENE INTO EXECUTIVE SESSION FOR UPDATES AUTHORIZED AND IDENTIFIED IN THE OREGON REVISED STATUTES BELOW:

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

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

The City Council did not reconvene into public session at the conclusion of the Executive Session.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Kevin Kreitman  
City Manager

Upcoming Meetings & Events:

April 20, 2021 @ 6:00 p.m. – Planning Commission Meeting

Report Criteria:

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

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                             | Invoice Number | Invoice GL Account | Check Amount |
|--------------|------------------|--------------|---------------|-----------------------------------|----------------|--------------------|--------------|
| <b>18289</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18289        | 539           | Barrett Business Services Inc.    | 3176179        | 03-70-212          | 562.25       |
| Total 18289: |                  |              |               |                                   |                |                    | 562.25       |
| <b>18290</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18290        | 951           | BRX Inc.                          | 21-029         | 02-60-710          | 11,050.88    |
| Total 18290: |                  |              |               |                                   |                |                    | 11,050.88    |
| <b>18291</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18291        | 48            | Cintas Corporation-172            | 4081275179     | 01-40-221          | 93.27        |
| Total 18291: |                  |              |               |                                   |                |                    | 93.27        |
| <b>18292</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18292        | 659           | David Evans & Associates, Inc.    | 485439         | 02-60-211          | 4,560.78     |
| Total 18292: |                  |              |               |                                   |                |                    | 4,560.78     |
| <b>18293</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18293        | 916           | ECONortwest                       | 23793          | 01-40-235          | 761.25       |
| Total 18293: |                  |              |               |                                   |                |                    | 761.25       |
| <b>18294</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18294        | 743           | Kenneth May                       | 03-19-2021     | 01-40-231          | 40.00        |
| Total 18294: |                  |              |               |                                   |                |                    | 40.00        |
| <b>18295</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18295        | 950           | KHR Mediation                     | 1048           | 01-40-230          | 2,700.00     |
| Total 18295: |                  |              |               |                                   |                |                    | 2,700.00     |
| <b>18296</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18296        | 19            | Linn County Planning and Building | MARCH 2021     | 01-52-211          | 9,730.31     |
| Total 18296: |                  |              |               |                                   |                |                    | 9,730.31     |
| <b>18297</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18297        | 662           | Mid-Valley Gravel Co              | 73014          | 03-70-215          | 722.00       |
| Total 18297: |                  |              |               |                                   |                |                    | 722.00       |
| <b>18298</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18298        | 303           | Pacific Excavation                | 2114.01        | 01-40-716          | 39,525.00    |
| Total 18298: |                  |              |               |                                   |                |                    | 39,525.00    |
| <b>18299</b> |                  |              |               |                                   |                |                    |              |
| 04/21        | 04/15/2021       | 18299        | 793           | Professional Security Alarm       | 2879711        | 01-40-221          | 2,395.00     |

M = Manual Check, V = Void Check

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                                   | Invoice Number | Invoice GL Account | Check Amount |
|--------------|------------------|--------------|---------------|---|----------------|--------------------|--------------|
| Total 18299: |                  |              |               |   |                |                    | 2,395.00     |
| <b>18300</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/15/2021       | 18300        | 912           | Saalfeld Griggs PC                      | 426600         | 01-40-230          | 3,195.00     |
| Total 18300: |                  |              |               |   |                |                    | 3,195.00     |
| <b>18301</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18301        | 25            | ADS. LLC                                | 12814.0321     | 04-80-213          | 1,452.00     |
| Total 18301: |                  |              |               |   |                |                    | 1,452.00     |
| <b>18302</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18302        | 43            | Aflac                                   | 280427         | 01-21105           | 73.62        |
| Total 18302: |                  |              |               |   |                |                    | 73.62        |
| <b>18303</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18303        | 539           | Barrett Business Services Inc.          | 3176752        | 01-40-810          | 33.80        |
| Total 18303: |                  |              |               |   |                |                    | 33.80        |
| <b>18304</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18304        | 607           | Business Connections, Inc.              | 072204212021   | 01-40-215          | 45.00        |
| Total 18304: |                  |              |               |   |                |                    | 45.00        |
| <b>18305</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18305        | 714           | Cable Huston LLP                        | 107511         | 03-70-212          | 3,607.50     |
| Total 18305: |                  |              |               |   |                |                    | 3,607.50     |
| <b>18306</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18306        | 870           | CECO, INC.                              | 120.67         | 01-45-211          | 120.67       |
| Total 18306: |                  |              |               |   |                |                    | 120.67       |
| <b>18307</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18307        | 773           | CH2MHILL OMI                            | D3463400-06    | 05-90-214          | 684.83       |
| Total 18307: |                  |              |               |   |                |                    | 684.83       |
| <b>18308</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18308        | 327           | De Lage Landen Financial Services, Inc. | 71814957       | 01-40-223          | 374.55       |
| Total 18308: |                  |              |               |   |                |                    | 374.55       |
| <b>18309</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18309        | 765           | Handy Hands Landscape C&M LLC           | MARCH 2021     | 01-40-223          | 2,650.00     |
| Total 18309: |                  |              |               |   |                |                    | 2,650.00     |
| <b>18310</b> |                  |              |               |   |                |                    |              |
| 04/21        | 04/27/2021       | 18310        | 10            | John Deere Financial                    | 2642680        | 01-45-211          | 128.16       |

M = Manual Check, V = Void Check



| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                          | Invoice Number | Invoice GL Account | Check Amount |
|--------------|------------------|--------------|---------------|--------------------------------|----------------|--------------------|--------------|
| Total 18310: |                  |              |               |                                |                |                    | 128.16       |
| <b>18311</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18311        | 937           | MidValley Newspapers           | 134060         | 01-40-211          | 723.84       |
| Total 18311: |                  |              |               |                                |                |                    | 723.84       |
| <b>18312</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18312        | 761           | Mike's Heating and Air         | 159684         | 01-40-223          | 271.00       |
| Total 18312: |                  |              |               |                                |                |                    | 271.00       |
| <b>18313</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18313        | 869           | Municode                       | 356627         | 01-40-223          | 5,025.00     |
| Total 18313: |                  |              |               |                                |                |                    | 5,025.00     |
| <b>18314</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18314        | 53            | Oregon Cascades West COG       | QTR3 FY20-2    | 01-40-810          | 8,173.13     |
| Total 18314: |                  |              |               |                                |                |                    | 8,173.13     |
| <b>18315</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18315        | 303           | Pacific Excavation             | 2199.06        | 02-60-215          | 5,302.85     |
| Total 18315: |                  |              |               |                                |                |                    | 5,302.85     |
| <b>18316</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18316        | 41            | Providence Health Plan         | 05/01/2021     | 01-40-132          | 7,302.35     |
| Total 18316: |                  |              |               |                                |                |                    | 7,302.35     |
| <b>18317</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18317        | 902           | Soderstrom Architects Ltd      | 8584           | 01-50-721          | 8,490.45     |
| Total 18317: |                  |              |               |                                |                |                    | 8,490.45     |
| <b>18318</b> |                  |              |               |                                |                |                    |              |
| 04/21        | 04/27/2021       | 18318        | 455           | U & D Trucking and Nursery     | 4/8/2021       | 01-45-211          | 347.00       |
| Total 18318: |                  |              |               |                                |                |                    | 347.00       |
| <b>18319</b> |                  |              |               |                                |                |                    |              |
| 05/21        | 05/04/2021       | 18319        | 539           | Barrett Business Services Inc. | 3177363        | 01-40-810          | 50.70        |
| Total 18319: |                  |              |               |                                |                |                    | 50.70        |
| <b>18320</b> |                  |              |               |                                |                |                    |              |
| 05/21        | 05/04/2021       | 18320        | 951           | BRX Inc.                       | 21-044         | 02-60-710          | 14,799.12    |
| Total 18320: |                  |              |               |                                |                |                    | 14,799.12    |
| <b>18321</b> |                  |              |               |                                |                |                    |              |
| 05/21        | 05/04/2021       | 18321        | 466           | CH2MHill Engineers Inc         | D3395300-10    | 01-40-210          | 8,731.55     |

M = Manual Check, V = Void Check

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                               | Invoice Number | Invoice GL Account | Check Amount |
|---------------|------------------|--------------|---------------|-------------------------------------|----------------|--------------------|--------------|
| Total 18321:  |                  |              |               |                                     |                |                    | 8,731.55     |
| <b>18322</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18322        | 251           | Dustin Patton                       | 05012021       | 01-40-215          | 35.00        |
| Total 18322:  |                  |              |               |                                     |                |                    | 35.00        |
| <b>18323</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18323        | 566           | Jake Gabell                         | 05012021       | 01-40-215          | 35.00        |
| Total 18323:  |                  |              |               |                                     |                |                    | 35.00        |
| <b>18324</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18324        | 20            | Koontz, Blasquez & Co., P.C.        | 68449          | 01-40-223          | 96.00        |
| Total 18324:  |                  |              |               |                                     |                |                    | 96.00        |
| <b>18325</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18325        | 12            | Linn County Sheriffs Office         | 4TH QUARTE     | 01-50-211          | 33,502.50    |
| Total 18325:  |                  |              |               |                                     |                |                    | 33,502.50    |
| <b>18326</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18326        | 842           | Pacific Northwest Development Group | 1162           | 01-40-229          | 3,500.00     |
| Total 18326:  |                  |              |               |                                     |                |                    | 3,500.00     |
| <b>18327</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18327        | 23            | Pacific Power                       | 05/14/2021     | 04-80-217          | 5,973.92     |
| Total 18327:  |                  |              |               |                                     |                |                    | 5,973.92     |
| <b>18328</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18328        | 700           | US Bank                             | 04/20/2021     | 01-45-211          | 2,066.41     |
| Total 18328:  |                  |              |               |                                     |                |                    | 2,066.41     |
| <b>18329</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18329        | 328           | Valley Merchant Police, Inc         | 1651           | 01-45-211          | 285.00       |
| Total 18329:  |                  |              |               |                                     |                |                    | 285.00       |
| <b>18330</b>  |                  |              |               |                                     |                |                    |              |
| 05/21         | 05/04/2021       | 18330        | 786           | Witherspoon Industries LLC          | INV4441        | 01-40-223          | 600.00       |
| Total 18330:  |                  |              |               |                                     |                |                    | 600.00       |
| Grand Totals: |                  |              |               |                                     |                |                    | 189,816.69   |



**Pursuant to Section 35 of the Millersburg City Charter, Notice is hereby given that the Millersburg City Council may amend the Millersburg City Charter**

**Public hearings will occur regarding proposed amendments to the Millersburg City Charter. The hearings will occur before the Millersburg City Council at 6:30 PM on April 13, 2021, and May 11, 2021. The public may provide testimony at one or both of these hearings via video or telephonic connection. Connection information for the meetings may be obtained by contacting the Millersburg City Hall at (458) 233-6300, by emailing [info@cityofmillersburg.org](mailto:info@cityofmillersburg.org), or visiting the City's website pertaining to the particular meeting.**

**1)**

Section 12 reads as follows:

The City Council shall appoint and hire a City clerk and recorder who shall serve at the pleasure of the Council. The wages of the clerk and recorder shall be determined by the Council in a written agreement with said person. The City Council may appoint other officers, and may enter into agreements with other government agencies for sharing the services of such officers. Any officer or employee may be removed from office by a majority vote of the Council. The City Council may combine any two or more appointed City offices and designate the wage or payment for services for each office held. The City Council may, by ordinance, determine that a councilman be paid a wage for services, provided insurance for his services, and that his expenses on behalf of the City be reimbursed.

The proposed Section 12 would read as follows:

The City Council shall appoint and hire a *City Manager* ~~City clerk and recorder~~ who shall serve at the pleasure of the Council. The wages of the *City Manager* ~~clerk and recorder~~ shall be determined by the Council in a written agreement with said person. The *City Manager* ~~Council may appoint~~ shall hire all City officers and/or employees, or may delegate the hiring of other City officers and/or employees, and may enter into agreements with other government agencies for sharing the services of such officers and/or employees. The *City Manager* shall hire and retain all non-City professional services providers. The *City Manager*, with the consent of the City Council, shall hire and retain the professional services of the City Attorney. The *City Manager* ~~Any officer or employee~~ may be removed from office by a majority vote of the Council. The *City Council* ~~may combine any two or more appointed City offices and designate the wage or payment for services for each office held.~~ The City Council may, by ordinance, determine that a *Councilor* ~~councilman~~ be paid a wage for services, provided insurance for his services, and that his expenses *paid by councilor*, on behalf of the City, be reimbursed.

**2)**

Section 20 reads as follows:

All Council meetings where the Council takes action by motion and voting shall take place at meetings open to the public. However, the Council may, by majority vote, determine to discuss City matters at an executive meeting which shall not be open to the public, on matters of finance and personnel. Nothing in this provision shall prevent Council members from meeting and discussing City business wherein no action by the Council nor a vote by the Council upon a motion will not take place.

The proposed Section 20 would read as follows:

All Council meetings shall be conducted in accordance with the Oregon Public Records and Meetings Law.

### 3)

Section 23 reads as follows:

The mayor shall appoint the committees provided by the rules of the Council. He shall sign all records of proceedings approved by the Council. He shall have no veto power and shall sign all ordinances passed by the Council within three days after their passage. After the Council approves a bond of a City officer or a bond for a license, contract, or proposal, the mayor shall endorse the bond.

The proposed Section 23 would read as follows:

The ~~mayor~~ Council shall appoint the committees provided by the rules of the Council. ~~He~~ The mayor shall sign all records of proceedings approved by the Council. ~~He~~ The mayor shall have no veto power and shall sign all ordinances passed by the Council within three days after their passage. After the Council approves a bond of a City officer or a bond for a license, contract, or proposal, the mayor shall endorse the bond.

### 4)

Section 24 reads as follows:

The City Council may appoint a municipal judge as the judicial officer of the City, whose qualifications shall be that he is a member of the Oregon State Attorney's Bar. The City Council may determine all matters with reference to his duties and conduct of a municipal court. The City Council may also enter into an agreement with Linn County, Oregon, that all offenses committed within the City that would fall within the jurisdiction of a municipal court will be prosecuted in the Linn County District Court by the City attorney and the City may enter into an agreement with the Linn County District Attorney's office that the district attorney will prosecute all such offenses. Such an agreement shall determine the distribution of all fines and forfeitures between the county and the City.

The proposed amended Section 24 would read as follows:

~~The City Council may appoint a municipal judge as the judicial officer of the City, whose qualifications shall be that he is a member of the Oregon State Attorney's Bar. The City Council may determine all matters with reference to his duties and conduct of a municipal court. The City Council may also enter into an agreement with Linn County, Oregon, that all offenses committed within the City that would fall within the jurisdiction~~

~~of a municipal court will be prosecuted in the Linn County District Court by the City attorney and the City may enter into an agreement with the Linn County District Attorney's office that the district attorney will prosecute all such offenses. Such an agreement shall determine the distribution of all fines and forfeitures between the county and the City.~~

*The Linn County Justice Court shall be the jurisdiction for prosecution of violations of the Millersburg Municipal Code and/or City Ordinances. The City Attorney shall represent the City in prosecution of any offenses prosecuted within the Linn County Justice Court or on appeal to the Linn County Circuit Court.*

## 5)

Section 31 reads as follows:

A proposed ordinance shall be read once in full at a Council meeting. An ordinance shall be passed by a majority vote of the Council. An ordinance shall become effective 30 days following passage by the Council, unless there is a provision included in said ordinance and the Council so determines that an emergency exists, and then the ordinance shall become effective upon passage by the Council and signature of the mayor. An ordinance may provide a later time for taking effect.

The proposed amended Section 31 would read as follows:

A proposed ordinance ~~may shall~~ be read ~~once in title only if no councilor present or member of the public present at the meeting requests that the ordinance be read in full once in full at a Council meeting.~~ An ordinance shall be passed by a majority vote of the Council. An ordinance shall become effective 30 days following passage by the Council, unless there is a provision included in said ordinance and the Council so determines that an emergency exists, and then the ordinance shall become effective upon passage by the Council and signature of the mayor. An ordinance may provide a later time for taking effect.

## 6)

Amend "Councilman" to "Councilor" throughout the entire Millersburg City Charter.

*An official copy of these proposed charter amendments, with specific changes, will be posted in the Millersburg City Hall, on the City's website, and at the Firehouse Corner Deli for inspection. Copies are also available to members of the public upon request by emailing [info@cityofmillersburg.org](mailto:info@cityofmillersburg.org).*



TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: City Staff

DATE: May 6, 2021 for Council Meeting May 11, 2021

SUBJECT: Project Updates Memo

### **Monthly Update on Projects:**

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

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

### **Fire Station Project**

Wildish received their required erosion control permit and will be mobilizing to the site the week of May 10. Construction will begin with earthwork and preparation for the building pad and roadways, followed by road and utility work. During the initial period, the contractor will utilize the City-owned house as a jobsite office.

### **Parks SDC Update**

The following schedule is proposed for the update to Parks Systems Development Charges. The dates in bold are laid out to comply with the required notice periods.

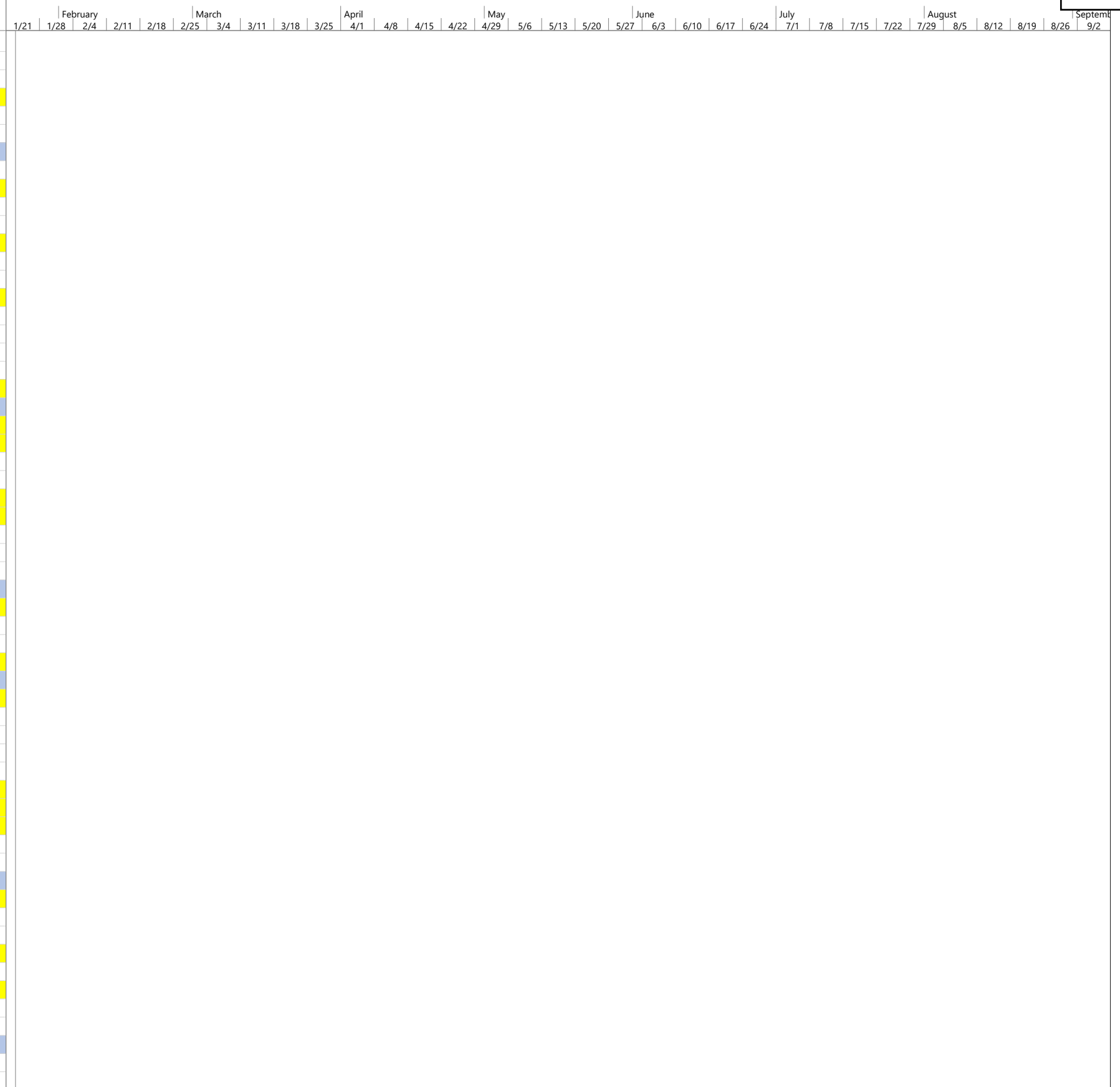
**May 12, 2021 – Publish Notice**

May 25, 2021 – Council Work Session

**June 11, 2021 – Publish SDC Methodology Report**

**August 10, 2021 – Public Hearing**

| ID | Task Mode | Task Name   | Duration | Start       | Finish       | Predecessors | Resource Names       |
|----|-----------|---|----------|-------------|--------------|--------------|----------------------|
| 1  | ?         | <b>Millersburg Tasks</b>                                      |          |             |              |              |                      |
| 2  | ?         |   |          |             |              |              |                      |
| 3  | ?         | <b>Charter and Council</b>                                    | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 4  | ?         | Update of charter   | 60 days  | Wed 2/17/21 | Tue 5/11/21  |              | Kevin, Forrest       |
| 5  | ?         |   |          |             |              |              |                      |
| 6  | ?         | <b>Ordinances and Code</b>                                    | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 7  | ✓         | Update water code   | 48 days  | Fri 1/1/21  | Tue 3/9/21   |              |                      |
| 8  | ?         | Review and update building section of code                    | 173 days | Fri 1/1/21  | Tue 8/31/21  |              | Kevin, Janelle       |
| 9  | ?         | Comprehensive Plan Update                                     | 521 days | Fri 1/1/21  | Fri 12/30/22 |              | Matt, John           |
| 10 | ?         |   |          |             |              |              |                      |
| 11 | ?         | <b>Policies, Procedures, and Standards</b>                    | 260 days | Fri 1/1/21  | Thu 12/30/21 |              |                      |
| 12 | ?         | Billing policies  |          |             |              |              | Kim                  |
| 13 | ?         |   |          |             |              |              |                      |
| 14 | ?         | <b>Safety procedures and training</b>                         | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 15 | ?         | Safety manual   | 236 days | Fri 1/1/21  | Fri 11/26/21 |              | Kevin, Janelle       |
| 16 | ?         | Staff training plans  | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Kevin, Janelle       |
| 17 | ?         | Ergo evaluations  | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Kevin, Janelle       |
| 18 | ?         |   |          |             |              |              |                      |
| 19 | ?         | <b>Budget</b>   | 113 days | Fri 1/1/21  | Tue 6/8/21   |              |                      |
| 20 | ?         | 2021-2022 Budget  | 92 days  | Mon 2/1/21  | Tue 6/8/21   |              | Jake, Kevin, Janelle |
| 21 | ✓         | Develop proposed budget                                       | 62 days  | Mon 2/1/21  | Tue 4/27/21  |              |                      |
| 22 | ?         | Adopt budget  | 30 days  | Wed 4/28/21 | Tue 6/8/21   |              |                      |
| 23 | ?         | CIP update  | 92 days  | Mon 2/1/21  | Tue 6/8/21   |              | Janelle              |
| 24 | ?         |   |          |             |              |              |                      |
| 25 | ?         | <b>Equipment life/replacement costs tracking</b>              | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 26 | ?         | Parks/Maintenance Equipment                                   | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 27 | ?         | City Hall Equipment   | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 28 | ?         | Fire Station  | 153 days | Wed 6/1/22  | Fri 12/30/22 |              |                      |
| 29 | ?         |   |          |             |              |              |                      |
| 30 | ?         | <b>City Hall work</b>   | 260 days | Fri 1/1/21  | Thu 12/30/21 |              |                      |
| 31 | ✓         | City Hall Parking Lot   | 68 days  | Fri 1/1/21  | Tue 4/6/21   |              | Janelle              |
| 32 | ?         | Emergency generator   | 129 days | Fri 1/1/21  | Wed 6/30/21  |              |                      |
| 33 | ?         |   |          |             |              |              |                      |
| 34 | ?         | <b>Planning, Building, and Development</b>                    | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 35 | ?         | Consider UGB expansion  | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | John, Kevin, Janelle |
| 36 | ✓         | Buildable Lands Inventory                                     | 41 days  | Fri 1/1/21  | Fri 2/26/21  |              |                      |
| 37 | ?         | Housing Needs Analysis  | 129 days | Fri 1/1/21  | Wed 6/30/21  |              |                      |
| 38 | ?         | Implementation of Caselle community development mod           | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Kevin, Janelle       |
| 39 | ?         |   |          |             |              |              |                      |
| 40 | ?         | <b>Economic Development</b>                                   | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 41 | ?         | Consider transient room tax                                   | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Kevin                |
| 42 | ?         | City property conceptual layout/Industrial Park               | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Kevin, Janelle       |
| 43 | ?         | Design of utilities and access to city property west of track | 261 days | Fri 1/1/21  | Fri 12/31/21 |              | Janelle              |
| 44 | ?         | Complete and submit RSIS application                          | 79 days  | Wed 2/10/21 | Mon 5/31/21  |              | Kevin                |
| 45 | ?         |   |          |             |              |              |                      |
| 46 | ?         | <b>Fire Station</b>   | 368 days | Fri 1/1/21  | Tue 5/31/22  |              |                      |
| 47 | ✓         | Bidding and Award   | 51 days  | Tue 1/26/21 | Tue 4/6/21   |              | Kevin, Janelle       |
| 48 | ?         | Construction  | 301 days | Tue 4/6/21  | Tue 5/31/22  |              | Kevin, Janelle       |
| 49 | ?         |   |          |             |              |              |                      |
| 50 | ?         | <b>Parks</b>  | 195 days | Fri 1/1/21  | Thu 9/30/21  |              |                      |
| 51 | ?         | Coating of walls and floors in restrooms                      |          |             | Thu 9/30/21  |              | Sean                 |
| 52 | ?         |   |          |             |              |              |                      |
| 53 | ?         | <b>Parks SDC analysis and update</b>                          | 131 days | Tue 2/9/21  | Tue 8/10/21  |              | Janelle              |
| 54 | ?         |   |          |             |              |              |                      |
| 55 | ?         | <b>Transportation/Streets</b>                                 | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 56 | ✓         | Kathryn Lane Repair   | 86 days  | Fri 1/1/21  | Fri 4/30/21  |              |                      |
| 57 | ?         | Multiuse Path along Woods Road                                | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |
| 58 | ?         | Beauty Strips Along Woods Road North                          | 261 days | Fri 1/1/21  | Fri 12/31/21 |              |                      |



Project: Task List  
Date: Thu 5/6/21

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



| ID | Task Mode | Task Name                                     | Duration        | Start             | Finish              | Predecessors | Resource Names |
|----|-----------|---|-----------------|-------------------|---------------------|--------------|----------------|
| 59 |           |   |                 |                   |                     |              |                |
| 60 |           | <b>Stormwater</b>                             | <b>261 days</b> | <b>Fri 1/1/21</b> | <b>Fri 12/31/21</b> |              |                |
| 61 |           | Crooks Creek north trib project               | 261 days        | Fri 1/1/21        | Fri 12/31/21        |              |                |
| 62 |           | Becker Ridge Detention Ponds Modifications    | 308 days        | Mon 4/27/20       | Wed 6/30/21         |              | Janelle        |
| 63 |           |   |                 |                   |                     |              |                |
| 64 |           | <b>Water</b>                                  | <b>261 days</b> | <b>Fri 1/1/21</b> | <b>Fri 12/31/21</b> |              |                |
| 65 |           | Water Management and Conservation Plan Update | 197 days        | Tue 5/25/21       | Wed 2/23/22         |              | Janelle        |
| 66 |           | Water Master Plan - submit finance component  | 238 days        | Tue 5/4/21        | Thu 3/31/22         |              | Janelle        |
| 67 |           |   |                 |                   |                     |              |                |
| 68 |           | <b>Sewer</b>                                  | <b>261 days</b> | <b>Fri 1/1/21</b> | <b>Fri 12/31/21</b> |              |                |
| 69 |           | Morningstar Lift Station emergency repair     | 195 days        | Fri 1/1/21        | Thu 9/30/21         |              | Janelle        |
| 70 |           | Crooks Creek Lift Station controls upgrade    | 154 days        | Mon 3/1/21        | Thu 9/30/21         |              |                |
| 71 |           |   |                 |                   |                     |              |                |
| 72 |           | <b>Miscellaneous</b>                          | <b>261 days</b> | <b>Fri 1/1/21</b> | <b>Fri 12/31/21</b> |              |                |
| 73 |           | Change city name for addressing               | 261 days        | Fri 1/1/21        | Fri 12/31/21        |              | Kevin          |

Project: Task List  
Date: Thu 5/6/21

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

## ORDINANCE NO. 183-21

### AN ORDINANCE AMENDING SECTION 12 OF THE MILLERSBURG CITY CHARTER

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to Section 12 of the Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN THAT SECTION 12 OF THE MILLERSBURG CITY CHARTER SHALL READ AS FOLLOWS:**

#### **Section 12. OTHER OFFICERS AND EMPLOYEES**

The City Council shall appoint and hire a City Manager who shall serve at the pleasure of the Council. The wages of the City Manager shall be determined by the Council in a written agreement with said person. The City Manager shall hire all City officers and/or employees, or may delegate the hiring of other City officers and/or employees, and may enter into agreements with other government agencies for sharing the services of such officers and/or employees. The City Manager shall hire and retain all non-City professional services providers. The City Manager, with the consent of the City Council, shall hire and retain the professional services of the City Attorney. The City Manager may be removed from office by a majority vote of the Council. The City Council may, by ordinance, determine that a Councilor be paid a wage for services, provided insurance for services, and that expenses paid by Councilor, on behalf of the City, be reimbursed.

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

**ORDINANCE NO. 184-21**

**AN ORDINANCE AMENDING SECTION 20  
OF THE MILLERSBURG CITY CHARTER**

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to Section 20 of the Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO  
ORDAIN THAT SECTION 20 OF THE MILLERSBURG CITY CHARTER SHALL  
READ AS FOLLOWS:**

**Section 20. PROCEEDINGS TO BE PUBLIC---EXCEPTIONS.**

All Council meetings shall be conducted in accordance with the Oregon Public Records and Meetings Law.

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

## ORDINANCE NO. 185-21

### AN ORDINANCE AMENDING SECTION 23 OF THE MILLERSBURG CITY CHARTER

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to Section 23 of the Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO  
ORDAIN THAT SECTION 23 OF THE MILLERSBURG CITY CHARTER SHALL  
READ AS FOLLOWS:**

#### **Section 23. MAYOR DUTIES**

The Council shall appoint the committees provided by the rules of the Council. The mayor shall sign all records of proceedings approved by the Council. The mayor shall have no veto power and shall sign all ordinances passed by the Council within three days after their passage. After the Council approves a bond of a City officer or a bond for a license, contract, or proposal, the mayor shall endorse the bond.

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

## ORDINANCE NO. 186-21

### AN ORDINANCE AMENDING SECTION 24 OF THE MILLERSBURG CITY CHARTER

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to Section 24 of the Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN THAT SECTION 24 OF THE MILLERSBURG CITY CHARTER SHALL READ AS FOLLOWS:**

#### **Section 24. COURT-LAW ENFORCEMENT**

The Linn County Justice Court shall be the jurisdiction for prosecution of violations of the Millersburg Municipal Code and/or City Ordinances. The City Attorney shall represent the City in prosecution of any offenses prosecuted within the Linn County Justice Court or on appeal to the Linn County Circuit Court.

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

## ORDINANCE NO. 187-21

### AN ORDINANCE AMENDING SECTION 31 OF THE MILLERSBURG CITY CHARTER

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to Section 31 of the Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO  
ORDAIN THAT SECTION 31 OF THE MILLERSBURG CITY CHARTER SHALL  
READ AS FOLLOWS:**

#### **Section 31. MODE OF ENACTMENT**

A proposed ordinance may be read in title only if no Councilor present or member of the public present at the meeting requests that the ordinance be read in full. An ordinance shall be passed by a majority vote of the Council. An ordinance shall become effective thirty days following passage by the Council, unless there is a provision included in said ordinance and the Council so determines that an emergency exists, and then the ordinance shall become effective upon passage by the Council and signature of the mayor. An ordinance may provide a later time for taking effect.

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

## ORDINANCE NO. 188-21

### AN ORDINANCE AMENDING THE ENTIRETY OF THE MILLERSBURG CITY CHARTER

**WHEREAS**, Section 35 of the Millersburg City Charter provides that the City Charter may be amended by ordinance without an election upon giving notice, posted in two public places, and by publishing the notice in a newspaper of general circulation for three consecutive weeks and providing two public hearings thereon prior to passage; and,

**WHEREAS**, the City has given notice regarding the proposed amendment to the entirety of Millersburg City Charter, has posted the notice in two public places, and published the notice in a newspaper of general circulation for three consecutive weeks and has provided two public hearings thereon prior to passage; and,

**WHEREAS**, the City Council having considered all information regarding the amendment;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO  
ORDAIN THAT THE ENTIRETY OF THE MILLERSBURG CITY CHARTER SHALL  
BE AMENDED AS FOLLOWS:**

“Councilman” shall be changed to “Councilor.”

PASSED by the Council this 11th day of May, 2021.

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Jim Lepin  
Mayor

ATTEST:

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Kimberly Wollenburg  
City Recorder

TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: May 6, 2021 for the May 11, 2021 City Council Meeting

SUBJECT: ADS Flow Monitoring Contract Amendment 14



Action Requested:

Approval to sign an Amendment 14 to the Agreement with ADS Environmental Services, to provide Millersburg with sewer flow monitoring services.

Discussion:

The City of Millersburg currently contracts with ADS for sewer flow monitoring services. The current amendment (Amendment 13) expires on October 31, 2021. There are three flow monitors included in the contract. Two track wastewater discharge from major industries (ATI and Flakeboard) into the City's collection system and are monitored on a biannual basis. The third measures flow from the entire City of Millersburg collection system and is used to calculate Millersburg's quarterly charges for wastewater treatment. This flow meter is monitored on a monthly basis.

With changes to Millersburg's sewer billing structure, we now need to track ATI's discharge to the wastewater system on a monthly basis for billing purposes. No changes to Flakeboard's monitoring are required at this time. Staff is requesting Council approval to amend the current agreement with ADS to change the ATI flow meter from biannual monitoring to monthly monitoring, beginning April 1, 2021. Amendment 14 (attached) represents an increase of \$1,599 in the remaining period of the current contract. Applicable flow monitoring costs are passed along to the customer in their sewer bills. When the current contract period is complete in the fall of 2021, staff anticipate requesting an amendment to extend monitoring services for an additional two years.

Budget Impact:

Total increase for the period of Amendment 14 is \$1,599.

Recommendation:

Staff recommends Council approval of and authorization for the City Manager to sign Amendment 14 to the Agreement for Technical Services with ADS Environmental Services.

Attachment(s):

- Amendment 14



**AMENDMENT NO 14**

**THIS AMENDMENT NO 14** ("Amendment 14") is made and entered into this day of \_\_\_\_\_, 21 by and between the City of Millersburg, Oregon, ("Owner"), and ADS Environmental Services, a division of ADS LLC ("ADS"). Collectively, Owner and ADS are sometimes referred to as the "Parties".

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on July 30<sup>th</sup>, 2015 the Parties amended the duration, scope, and terms and conditions of the Agreement ("Amendment 11"); and

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

**WHEREAS**, on November 14, 2019 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 13”); and

**WHEREAS**, the Parties desire to amend the duration, compensation, and terms and conditions of the Agreement, as amended, in this Amendment 14, and all other terms of the Agreement, as amended, shall control unless modified herein; and

**WHEREAS**, this Amendment 14 shall become effective on April 1<sup>st</sup>, 2021 and shall remain in effect until October 31<sup>st</sup>, 2021 unless terminated according to the provisions of the Agreement, as amended.

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

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

**IN WITNESS WHEREOF**, ADS and Owner executed this Amendment No. 14 to the Agreement, as amended, as of the date first above written.

**FOR OWNER:**

**FOR ADS:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exhibit C  
**ADS'S COMPENSATION**

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

| Item | Task/ Description   | Units            | Unit Costs  | 7 month Cost<br>(April 2021 - Oct 20201 |
|------|---|------------------|-------------|---|
| 1    | ADS Weekly Meter Check<br>• MI_01, MI_02, MI_05 weekly online check of flow meter<br>• ADS will notify city of Millersburg of any issues, ADS will describe problem, recommend actions required to remedy problem.  | 3 sites/month    | \$ 196.00   | \$ 1,372.00                             |
| 2    | ADS Data Analysis and Reporting Services<br>• MI_02 and MI_05 monthly data analysis and reporting   | 2 sites/month    | \$ 576.00   | \$ 4,032.00                             |
| 3    | ADS Data Analysis and Reporting Services<br>• MI_01 Bi-Annual data analysis and reporting   | 1 site/bi-annual | \$ 417.00   | \$ 417.00                               |
| 4    | ADS Bi-Annual Maintenance Services<br>• Sites MI_01, MI_02, MI_05<br>• Two (2) man confined space technicians<br>• Flow Meter Maintenance/ Site Confirmations<br>• Sensor cleaning<br>• Battery replacement<br>• Cellular Capabilities, includes AT&T SIM charges<br>• Travel time and expenses included<br>• If meter fails within 30 days of last bi-annual service visit ADS will waive travel/hourly costs. Excludes probe fowling or silting issues. | bi-annual        | \$ 4,325.00 | \$ 4,325.00                             |
| 5    | ADS Non Scheduled Maintenance<br>• Two (2) man crew<br>• See Standard ADS Labor Rates<br>• Millersbur12:/Ch2Mhill to authorize before mobilization  | hourly           | n/a         | n/a                                     |

**Amemdmed Scope 7 Month Contract Value: \$ 10,146.00**

**Remaining Contract Value for Amendment 13: \$ 8,547.00**

**Contract Value Needed: \$ 1,599.00**

**ADS Hourly Labor Rates:**

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

Pricing assumptions:

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

TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: May 6, for the May 11, 2021 City Council Meeting

SUBJECT: David Evans Contract Amendments



Action Requested: Approval of proposed Amendment #4 to David Evans and Associates, Inc. Contract for Professional Services.

Discussion:

In June of 2018, the City of Millersburg entered into a contract with David Evans and Associates for construction inspection services. In June of 2019, the contract was amended to extend these services through June of 2020, and in June 2021 it was again amended to extend services through June of 2021. The last amendment included a task for Owner's Representative services for the Fire Station Project.

City staff are again requesting an amendment to this contract to extend it for an additional year. The proposed amendment is for not-to-exceed amounts of \$56,000 for construction inspection and \$129,000 for Owner's Rep services on the fire station project, for a total of \$185,000. These costs have been included in the proposed FY 2021-22 budget.

Portions of these services are budgeted under the general fund, street fund, stormwater fund, sewer fund, and water fund.

Budget Impact:

Approval of the attached Contract Amendment authorizes up to \$185,000 for FY 2021-22. This has been included in the 2021-22 budget.

Recommendation:

It is recommended that Council approve Amendment #4 to David Evans and Associates, Inc. Contract for Professional Services.

Attachment(s):

- Contract for Professional Services with David Evans and Associates, Proposed Contract Amendment #4 and Scope of Work

**AMENDMENT NO 14**

**THIS AMENDMENT NO 14** (“Amendment 14”) is made and entered into this day of \_\_\_\_\_, 21 by and between the City of Millersburg, Oregon, (“Owner”), and ADS Environmental Services, a division of ADS LLC (“ADS”). Collectively, Owner and ADS are sometimes referred to as the “Parties”.

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on November 14, 2019 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 13”); and

**WHEREAS**, the Parties desire to amend the duration, compensation, and terms and conditions

of the Agreement, as amended, in this Amendment 14, and all other terms of the Agreement, as amended, shall control unless modified herein; and

**WHEREAS**, this Amendment 14 shall become effective on April 1<sup>st</sup>, 2021 and shall remain in effect until October 31<sup>st</sup>, 2021 unless terminated according to the provisions of the Agreement, as amended.

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

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

**IN WITNESS WHEREOF**, ADS and Owner executed this Amendment No. 14 to the Agreement, as amended, as of the date first above written.

**FOR OWNER:**

**FOR ADS:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**  
**Amendment #4**

**Overview:**

Provide Private Construction of Public Improvements (PCPI) construction monitoring for private development projects within the City of Millersburg and Owners Representative for the construction phase of the Millersburg Fire Station Project. There are two primary tasks on this contract:

1. On-site construction monitoring and verification that the public infrastructure components being constructed meet quality and workmanship requirements. (Task 3)
2. Owner's Representative services for construction phase of the Millersburg Fire Station Project (Task 5)

Other minor tasks are included in support of this primary task.

**Assumptions:**

This will not be full-time work. It is assumed that an average of approximately 10 hours per week of on-site work, and two site visits per week, will be required for PCPI services, but this may vary based on the demands and progress of the construction. It is assumed that these services will be performed for 50 weeks for this amendment.

For the Millersburg Fire Station Owner's Representative services, the projected fee total is based on 20 hours per week for nine months, with two site visits per week. It is assumed that these services will be performed for 50 weeks for this amendment.

Payment will be made on at Time and Material basis as shown in Exhibit B – Cost Estimate, and in accordance with Consultant's Hourly Rates as shown on Exhibit C.

This Amendment #4 contract has a Not-to-Exceed limit of \$185,000 increasing the total contract Not-to-Exceed limit to \$446,000

**General Scope of Work:**

**Task 1: Contract Management and Coordination**

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

**Deliverable:**

- Monthly Progress Report to document Contractor activities.

**Task 2: Invoicing**

- Monthly progress Invoice detailing hours and expenses for work performed

Task 3: PCPI inspector will:

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

Task 4: PCPI inspector will:

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

Deliverables:

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

Task 5: Millersburg Fire Station Owner's Representative

Provide project management services for the Millersburg Fire Station Project. Work will include, but not be limited to:

- Phase 2 – Owner's Representative for Construction Services

**In general, the Owner's Representative will assist the City Engineer in:**

1. Providing overall Project management and leadership during all phases of this project
2. Overseeing Project scope, schedule, budget, and controls.
3. Overseeing the work of Architect and other design professionals
4. Presenting or assisting in the presentation of the Project to the City Council and public hearings as required.
5. Coordinating review of technical reports, drawings, calculations, and specifications for multiple disciplines including but not limited to: structural, civil, geotechnical, electrical, traffic, hydraulic, etc.
6. Assisting City with construction contract procurement process and bid analysis.
7. Performing construction management in coordination with the City Engineer.

**Assumptions:**

1. Preparation of construction and procurement cost estimates is not included in this scope of work.
2. Preparation of construction contract documents is not included in this scope of work.
3. Preparation of design, contract, bid, and record drawings is not included in this scope of work.

**Deliverables:**



Where practicable, deliverables are to be submitted in electronic form as well as hard copy. Deliverables shall be formatted so that editing can be performed using the following software:

- Microsoft Word and Excel for all other documents
- \*.pdf files as required.

**Specific Services:**

The work on this Project is divided into two phases:

- Phase 2 – Construction

Contractor shall perform the specific services including but not limited to the following:

**1. Construction Phase**

- 1.1 Maintain periodic liaison and coordination with the City Engineer. Report on progress, schedule, financial status, and how the Project may be varying from the predicted goals.
- 1.2 Advise the City on strategies for prosecuting Project effectively.
- 1.3 Assist the City on development of communication strategies with the public and external agencies.
- 1.4 Assist the City Engineer in facilitating timely decisions by the City and stakeholders and authorities having jurisdiction (e.g. regulatory and permitting agencies) to minimize impacts on the Project scope, schedule, and budget.
- 1.5 Participate in meetings of the Project Management Team. Collect and organize all documentation.
- 1.6 Assist City Engineer in project management, including but not limited to:
  - Project documentation
  - Schedule and budget management
  - Quality assurance
  - Review of invoices
  - Monitoring the performance of Contractor, Architect, and other design professionals, including but not limited to compliance with contract requirements, including professional registration and insurance issues
  - Oversight and review of all demolition, utility relocation, and utility abandonment work
- 1.7 Facilitate and monitor the timing of construction work to minimize impacts on roadways and members of the public.
- 1.8 Assist City to facilitate and monitor building department and special inspections of construction work. Monitor compliance with specifications and City quality standards:
  - Management of shop drawings and requests for information
  - All documentation
  - Enforcement of specifications
  - Compliance with conditions of all permits
  - Conflict resolution
  - Schedule and budget
  - Payment requests and disbursements

- 1.9 Assist City with Project close-out. Organize and archive all documents in compliance with City requirements.
  - Warranties
  - Operation and Maintenance Manuals
  - All required bonds and insurance certificates
- 1.10 Assist city with resolving claims and disputes resulting from Project.
- 1.11 Construction Phase Deliverables:
  - Weekly update of construction progress and construction management activities
  - Final accounting of overall Project expenditure
  - Final project documents

TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: May 6, for the May 11, 2021 City Council Meeting

SUBJECT: Jacobs (CH2M) Contract Amendment



Action Requested: Approval of proposed Amendments #13 and #14 to CH2M Hill, Inc. Contract for Professional Services.

Discussion:

The Jacobs (CH2M) Professional Services contract for on-call engineering services currently has an end date of June 30, 2021. In order to support ongoing projects and engineering consultation needs, and based on Jacobs staff familiarity/experience with the City of Millersburg as well as continued personnel availability, it is proposed that the contract be amended for an additional year with a not-to-exceed contract amount of \$100,000 for FY 2021-22 (Amendment #13). These costs have been included in the proposed 2021-22 budget.

Staff also recommends including a not-to-exceed amount of \$39,715 in the amendment for services to perform an update to our Water Management and Conservation Plan (Amendment 14). The State of Oregon requires Water Management and Conservation Plans from municipalities under water right permit conditions. A Municipal Water Management and Conservation Plan provides a description of the water system, identifies the sources of water used by the community and explains how the water supplier will manage and conserve supplies to meet future needs. Millersburg's plan was completed in 2012, and a 10-year update is required by February 2022.

Jacobs (CH2M) developed the original document and supported the five-year progress report in 2017. Due to their familiarity and history with the current document, staff feel this is the most efficient way to complete the required update. This task would be tracked separately from the on-call engineering services.

Budget Impact:

Approval of the attached contract amendment authorizes up to \$139,715 for engineering services for fiscal year 2021-22. This amount has been included in the 2021-22 budget.

Recommendation:

Approval of Amendments #13 and #14 to the CH2M Hill, Inc. Contract for Professional Services.

Attachment(s):

- CH2M Hill, Inc. Contract Amendment #13
- CH2M Hill, Inc. Contract Amendment #14

**AMENDMENT 13  
CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

1. **Contract Extension:** This amendment extends the Contract for Professional Services signed July 23, 2014 to an end date of June 30, 2022.
2. **Compensation:** As consideration for the performance of services in accordance with all terms and conditions set forth in the Contract, City shall pay Contractor a total amount not to exceed \$100,000 for the fiscal year beginning July 1, 2021 and ending June 20, 2022 upon receipt of an invoice to be submitted by Contractor.
3. All other terms and conditions of and amendments to the original contract apply.

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

CH2M HILL Engineers, Inc.

CITY OF MILLERSBURG

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AMENDMENT 14  
CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

1. **Contract Amendment:** This amendment revises the Contract for Professional Services signed July 23, 2014, and as amended to a total amount not to exceed of \$139,715 between July 1, 2021 and June 30, 2022, adding a task to develop the 10-year Update to the Water Management and Conservation Plan (WMCP) with an associated not-to-exceed budget of \$39,715.
2. The scope of work, budget and schedule for the WMCP 10-year Update task are presented as Exhibits A, B & C
3. All other terms and conditions of and amendments to the original contract apply.

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

CH2M HILL Engineers, Inc.

CITY OF MILLERSBURG

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: May 6, for the May 11, 2021 City Council Meeting

SUBJECT: Transportation System Development Charges – Proposed Modifications

Action Requested: Council consideration of modifications to Transportation System Development Charges (SDCs).

Discussion:

In July of 2020, the City adopted revisions to SDCs for Water, Sewer, Transportation, and Stormwater; the Transportation SDC increased from \$3,542 per EDU to \$6,446 per trip. In recent months, there has been interest from several different commercial developers, and it has become apparent to staff that the cost of the Transportation SDC could represent a significant hindrance to commercial development within the City. Staff is bringing this to Council's attention because the community has previously expressed a desire to see commercial development which would provide local services.

Through development of the Parks SDC, it has come to our attention that the employment figures have changed from the time the Transportation SDC was adopted. If we were to use the current employment figures, the growth in trips would be larger, thus reducing the SDC per trip, resulting in \$5,902 per trip. If Council desires to make this change to the Transportation SDC methodology, it requires a public notice process and can be done along with the Parks SDC. Alternatively, Council could leave the methodology as previously adopted and adopt a Transportation SDC amount less than the maximum established by the methodology. Adopting 90% of the maximum allowed SDC would result in a Transportation SDC charge of \$5,800 per trip.

Additionally, upon further review, staff have determined that modification to the land use categories in the adopted SDC resolution may provide a better fit for the City of Millersburg. Staff propose the attached revision to Table 3, *Sample TSDCs by Land Use*, for consideration.

Since adoption in July of 2020, three new homes have been charged the revised TSDC. If Council decides to modify the Transportation SDC charge, staff recommend refunding the difference to the applicants who have paid the current Transportation SDC charge.

Budget Impact:

Changing the Transportation SDC will result in a lower amount for each SDC collected, however it may result in increased development, which will contribute more SDCs funds overall.



If Council elects to refund the difference between the current Transportation SDC and an updated Transportation SDC there will be a reduction in the Transportation SDC fund. For example, if the SDC is amended to \$5,800, there would be a total reduction in the Transportation SDC fund of \$1,917.

Recommendation:

Staff recommends Council consider amending down the amount of the adopted Transportation SDC to 90% of the maximum allowed SDC per the current methodology, resulting in an SDC of \$5,800 per trip. Staff also recommends revising Table 3 *Transportation SDCs by Land Use* (attached Resolution 2021-08).

Attachment(s):

- Resolution 2021-08, Modifying the Fee Schedule for Transportation Systems Development Charges

**RESOLUTION 2021-08**

**A RESOLUTION OF THE CITY OF MILLERSBURG,  
OREGON, MODIFYING THE FEE SCHEDULE FOR  
TRANSPORTATION SYSTEMS DEVELOPMENT CHARGES**

**WHEREAS**, on October 8, 2019, the Council of the City of Millersburg adopted Ordinance No. 164 – Amending the Millersburg Municipal Code by Adopting Chapter 15.16, System Development Charges, and on June 9, 2020, the Council of the City of Millersburg adopted Ordinance No. 172-20 – Amending the Millersburg Municipal Code by Revising Chapter 15.16, Systems Development Charges (the “Ordinances”), which authorize the City to assess and collect Systems Development Charges (“SDCs”); and,

**WHEREAS**, on July 14, 2020, the Council of the City of Millersburg adopted Resolution No. 2020-13 – Adopting a Methodology for Calculating Systems Development Charges; and,

**WHEREAS**, the Ordinances allow the City to establish SDC fees necessary to serve future public wastewater, water, transportation, and stormwater needs of the residents of the City; and,

**WHEREAS**, on July 14, 2020, the Council of the City of Millersburg adopted Resolution No. 2020-14 – Adopting a Fee Schedule for Systems Development Charges; and,

**WHEREAS**, the Council of the City of Millersburg finds it in the best interest of the City to modify the Transportation Systems Development Charge to an amount less than the maximum allowable charge established in the adopted methodology;

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

1. Exhibit A, SDC Fee Schedules, attached to Resolution 2020-14, Adopting Fee Schedule for Systems Development Charges is hereby modified to impose 90% of the full amount allowed under the Methodology for Transportation Systems Development Charges; and,
2. **FURTHERMORE**, Table 3 of the SDC Fee Schedules is further modified as shown in Exhibit A, SDC Fee Schedules for Wastewater, Water, Transportation, and Stormwater; and,
3. **FURTHERMORE**, all other provisions of Resolution 2020-14 shall remain in effect.

**ADOPTED BY THE CITY COUNCIL AND EFFECTIVE THIS 11<sup>TH</sup> DAY OF MAY, 2021.**

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

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Kimberly Wollenburg  
City Recorder



Exhibit "A"

SDC Fee Schedules

**Wastewater**

The total wastewater SDC per EDU is **\$4,655**. The EDU rate is scaled for customers based on the EDU table provided in **Table 1**.

**Table 1**  
City of Millersburg Wastewater SDC  
SDC Schedule

|                                  | <b>Unit of Measure</b>        | <b>Units Per EDU</b> |
|----------------------------------|-------------------------------|----------------------|
| Residential                      | Dwelling                      | 1.00                 |
| Multifamily                      | Dwelling                      | 0.80                 |
| Mobile Home                      | Dwelling                      | 1.00                 |
| Residential Care Center          | Bed                           | 0.50                 |
| Accessory Dwelling Unit          | Dwelling                      | 0.50                 |
| <b>Commercial</b>                |                               |                      |
| Churches, Lodges                 | 1,000 sf                      | 0.20                 |
| Hospitals                        | Beds                          | 1.00                 |
| Hotel, Motel                     | Sleeping Room                 | 0.50                 |
| Schools - High School            | Students                      | 0.05                 |
| Schools - All Other              | Students                      | 0.04                 |
| Eating & Drinking Establishments | 1,000 sf                      | 1.67                 |
| Car Washes                       | Stall                         | 1.00                 |
| Laundries                        | Washer                        | 1.00                 |
| Dry Cleaners                     | 1,000 sf                      | 3.00                 |
| General Commercial - All Other   | 1,000 sf                      | 0.50                 |
| RV Sewage Dump Station           | Tank/Station                  | 3.00                 |
| <b>Industrial</b>                | Per Estimated Flows and Loads |                      |

<sup>1</sup>Combined uses will be estimated based on each component.

Because of the variability and system impact of significant industrial customers, these users are charged based on their individual flows and loads. Each industrial customer will be charged based on their peak day flow. The formula for charging industrial customers is as follows:

$$Peak\ flow\ (mgd) \times \$3,676,930 + MMBOD\ (lbs/day) \times \$2,092 + MMTSS\ (lbs/day) \times \$1,489 + EDUs \times \$87.$$

Where EDUs calculated based on sum of customer's flow, BOD, and TSS components divided by \$4,568.

# Water

The total water SDC per EDU is **\$3,295**. The EDU rate is scaled for customers based on the EDU table provided in **Table 2**.

**Table 2**  
City of Millersburg Water SDC  
SDC Schedule

| <b>Meter Size</b>           | <b>Total</b> | <b>Equivalency</b> |
|-----------------------------|--------------|--------------------|
| Single Family               | \$3,293      | 1.00               |
| Accessory Dwelling Unit     | \$1,647      | 0.50               |
| <b>Nonresidential Meter</b> |              |                    |
| 3/4"                        | \$3,293      | 1                  |
| 1"                          | \$5,489      | 1.7                |
| 1 1/2"                      | \$10,978     | 3.3                |
| 2"                          | \$17,565     | 5.3                |
| 3"                          | \$35,130     | 10.7               |
| 4"                          | \$54,890     | 16.7               |
| 6"                          | \$109,780    | 33.3               |
| 8"                          | \$175,538    | 53.3               |
| 10"                         | \$461,077    | 140.0              |

## Transportation

The total transportation SDC per trip is ~~\$6,446~~ **\$5,800**. The EDU rate is scaled for customers based on Table 3.

**Table 3**

City of Millersburg Transportation SDC

*Transportation SDCs by Land Use*

| ITE Code       | Description                                       | Unit of Measure | Diverted Factor | Pass-by Factor | Total Trip Adj. Factor <sup>1</sup> | PM Peak Rate    | Adj. Trip Rate  | SDC per Unit <sup>2</sup>           |
|----------------|---|-----------------|-----------------|----------------|-------------------------------------|-----------------|-----------------|-------------------------------------|
| <del>30</del>  | <del>TRUCK TERMINAL</del>                         | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>1.87</del> | <del>1.87</del> | <del>\$12,054</del>                 |
| 110            | GENERAL LIGHT INDUSTRIAL                          | TGSF            | 0%              | 0%             | 1.00                                | 0.63            | 0.63            | <del>\$4,061</del> <b>\$3,654</b>   |
| <del>130</del> | <del>INDUSTRIAL PARK</del>                        | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.40</del> | <del>0.40</del> | <del>\$2,578</del>                  |
| 140            | MANUFACTURING                                     | TGSF            | 0%              | 0%             | 1.00                                | 0.67            | 0.67            | <del>\$4,319</del> <b>\$3,886</b>   |
| 150            | WAREHOUSING                                       | TGSF            | 0%              | 0%             | 1.00                                | 0.19            | 0.19            | <del>\$1,225</del> <b>\$1,102</b>   |
| <del>151</del> | <del>MINI WAREHOUSE</del>                         | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.17</del> | <del>0.17</del> | <del>\$1,096</del>                  |
| <del>154</del> | <del>HIGH-CUBE/SHORT-TERM STORAGE WAREHOUSE</del> | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.10</del> | <del>0.10</del> | <del>\$645</del>                    |
| 160            | DATA CENTER                                       | TGSF            | 0%              | 0%             | 1.00                                | 0.09            | 0.09            | <del>\$580</del> <b>\$522</b>       |
| <del>170</del> | <del>UTILITIES</del>                              | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>2.27</del> | <del>2.27</del> | <del>\$14,632</del>                 |
| 180            | SPECIALTY TRADE CONTRACTOR                        | TGSF            | 0%              | 0%             | 1.00                                | 1.97            | 1.97            | <del>\$12,698</del> <b>\$11,426</b> |
| 210            | SINGLE FAMILY DWELLING/TOWNHOME                   | DU              | 0%              | 0%             | 1.00                                | 0.99            | 0.99            | <del>\$6,381</del> <b>\$5,742</b>   |
| 220            | APARTMENTS/CONDOS                                 | DU              | 0%              | 0%             | 1.00                                | 0.56            | 0.56            | <del>\$3,610</del> <b>\$3,248</b>   |
|                | ACCESSORY DWELLING UNIT                           | DU              | 0%              | 0%             | 1.00                                | 0.50            | 0.50            | <del>\$3,191</del> <b>\$2,871</b>   |
| <del>240</del> | <del>MANUFACTURED HOUSING</del>                   | <del>DU</del>   | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.46</del> | <del>0.46</del> | <del>\$2,965</del>                  |
| 310            | HOTEL/MOTEL                                       | ROOM            | 0%              | 0%             | 1.00                                | 0.60            | 0.60            | <del>\$3,867</del> <b>\$3,480</b>   |
| <del>411</del> | <del>CITY PARK</del>                              | <del>ACRE</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.11</del> | <del>0.11</del> | <del>\$709</del>                    |

| ITE Code       | Description                             | Unit of Measure     | Diverted Factor | Pass-by Factor | Total Trip Adj. Factor <sup>1</sup> | PM Peak Rate     | Adj. Trip Rate   | SDC per Unit <sup>2</sup>           |
|----------------|---|---------------------|-----------------|----------------|-------------------------------------|------------------|------------------|-------------------------------------|
| 416            | CAMPGROUND/RV PARK                      | ACRE                | 0%              | 0%             | 1.00                                | 0.98             | 0.98             | <del>\$6,317</del> <b>\$5,684</b>   |
| <del>430</del> | <del>GOLF COURSE</del>                  | <del>HOLE</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>2.91</del>  | <del>2.91</del>  | <del>\$18,757</del>                 |
| <del>444</del> | <del>THEATER</del>                      | <del>SEAT</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>4.91</del>  | <del>4.91</del>  | <del>\$31,649</del>                 |
| 492            | HEALTH/FITNESS CLUB                     | TGSF                | 0%              | 0%             | 1.00                                | 3.45             | 3.45             | <del>\$22,238</del> <b>\$20,010</b> |
| <del>491</del> | <del>TENNIS</del>                       | <del>COURT</del>    | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>3.82</del>  | <del>3.82</del>  | <del>\$24,623</del>                 |
| <del>495</del> | <del>COMMUNITY CENTER</del>             | <del>TGSF</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>2.31</del>  | <del>2.31</del>  | <del>\$14,890</del>                 |
| 520            | ELEMENTARY SCHOOL                       | STUDENT             | 0%              | 0%             | 1.00                                | 0.17             | 0.17             | <del>\$1,096</del> <b>\$986</b>     |
| <del>536</del> | <del>PRIVATE SCHOOL (K-12)</del>        | <del>STUDENT</del>  | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.17</del>  | <del>0.17</del>  | <del>\$1,096</del>                  |
| 522            | MIDDLE SCHOOL/JUNIOR HIGH SCHOOL        | STUDENT             | 0%              | 0%             | 1.00                                | 0.17             | 0.17             | <del>\$1,096</del> <b>\$986</b>     |
| 530            | HIGH SCHOOL                             | STUDENT             | 0%              | 0%             | 1.00                                | 0.14             | 0.14             | <del>\$902</del> <b>\$812</b>       |
| <del>540</del> | <del>JUNIOR/COMMUNITY COLLEGE</del>     | <del>STUDENT</del>  | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>0.11</del>  | <del>0.11</del>  | <del>\$709</del>                    |
| 560            | PLACE OF WORSHIP                        | TGSF                | 0%              | 0%             | 1.00                                | 0.49             | 0.49             | <del>\$3,158</del> <b>\$2,842</b>   |
| 565            | DAY CARE CENTER                         | STUDENT             | 56%             | 0%             | 0.44                                | 0.79             | 0.35             | <del>\$2,241</del> <b>\$2,016</b>   |
| <del>590</del> | <del>LIBRARY</del>                      | <del>PER TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>8.16</del>  | <del>8.16</del>  | <del>\$52,598</del>                 |
| 610            | HOSPITAL                                | TGSF                | 0%              | 0%             | 1.00                                | 0.97             | 0.97             | <del>\$6,252</del> <b>\$5,626</b>   |
| 630            | CLINIC                                  | TGSF                | 0%              | 0%             | 1.00                                | 3.28             | 3.28             | <del>\$21,142</del> <b>\$19,024</b> |
| <del>640</del> | <del>ANIMAL HOSPITAL/VET CLINIC</del>   | <del>TGSF</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>3.53</del>  | <del>3.53</del>  | <del>\$22,754</del>                 |
| 710            | GENERAL OFFICE BUILDING                 | TGSF                | 0%              | 0%             | 1.00                                | 1.15             | 1.15             | <del>\$7,413</del> <b>\$6,670</b>   |
| 720            | MEDICAL-DENTAL OFFICE                   | TGSF                | 0%              | 0%             | 1.00                                | 3.46             | 3.46             | <del>\$22,302</del> <b>\$20,068</b> |
| <del>731</del> | <del>DEPARTMENT OF MOTOR VEHICLES</del> | <del>TGSF</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>5.20</del>  | <del>5.20</del>  | <del>\$33,518</del>                 |
| <del>732</del> | <del>US POST OFFICE</del>               | <del>TGSF</del>     | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>11.21</del> | <del>11.21</del> | <del>\$72,257</del>                 |

| ITE Code | Description                         | Unit of Measure | Diverted Factor | Pass-by Factor | Total Trip Adj. Factor <sup>1</sup> | PM Peak Rate | Adj. Trip Rate | SDC per Unit <sup>2</sup> |
|----------|-------------------------------------|-----------------|-----------------|----------------|-------------------------------------|--------------|----------------|---------------------------|
| 760      | RESEARCH & DEVELOPMENT CENTER       | TGSF            | 0%              | 0%             | 1.00                                | 0.49         | 0.49           | \$3,158                   |
| 770      | BUSINESS PARK                       | TGSF            | 0%              | 0%             | 1.00                                | 0.42         | 0.42           | \$2,707                   |
| 810      | TRACTOR SUPPLY STORE                | TGSF            | 0%              | 0%             | 1.00                                | 1.40         | 1.40           | \$9,024 <b>\$8,120</b>    |
| 811      | CONSTRUCTION EQUIPMENT RENTAL STORE | TGSF            | 0%              | 0%             | 1.00                                | 0.99         | 0.99           | \$6,381 <b>\$5,742</b>    |
| 812      | BUILDING MATERIALS & LUMBER STORE   | TGSF            | 0%              | 0%             | 1.00                                | 2.06         | 2.06           | \$13,278 <b>\$11,948</b>  |
| 813      | FREE-STANDING DISCOUNT SUPERSTORE   | TGSF            | 0%              | 29%            | 0.71                                | 4.33         | 3.07           | \$19,816                  |
| 814      | VARIETY/DOLLAR STORE                | TGSF            | 0%              | 34%            | 0.66                                | 6.84         | 4.51           | \$29,099                  |
| 816      | HARDWARE/PAINT STORE                | TGSF            | 0%              | 26%            | 0.74                                | 2.68         | 1.98           | \$12,783 <b>\$11,503</b>  |
| 817      | NURSERY (GARDEN CENTER)             | TGSF            | 0%              | 0%             | 1.00                                | 6.94         | 6.94           | \$44,734                  |
| 820      | SHOPPING CENTER/RETAIL              | TSFGLA          | 26%             | 34%            | 0.40                                | 3.81         | 1.52           | \$9,823 <b>\$8,839</b>    |
| 841      | AUTOMOBILE SALES                    | TGSF            | 0%              | 0%             | 1.00                                | 2.43         | 2.43           | \$15,663 <b>\$14,094</b>  |
| 843      | AUTOMOBILE PARTS SALES              | TGSF            | 0%              | 43%            | 0.57                                | 4.91         | 2.80           | \$18,040 <b>\$16,232</b>  |
| 848      | TIRE STORE                          | TGSF            | 0%              | 28%            | 0.72                                | 3.98         | 2.87           | \$18,471 <b>\$16,620</b>  |
| 850      | SUPERMARKET                         | TGSF            | 38%             | 36%            | 0.26                                | 9.24         | 2.40           | \$15,485 <b>\$13,934</b>  |
| 851/853  | CONVENIENCE MARKET                  | TGSF            | 16%             | 66%            | 0.18                                | 49.11        | 8.84           | \$56,979 <b>\$51,271</b>  |
| 854      | DISCOUNT SUPERMARKET                | TGSF            | 28%             | 21%            | 0.51                                | 8.38         | 4.27           | \$27,548                  |
| 857      | DISCOUNT CLUB                       | TGSF            | 0%              | 37%            | 0.63                                | 4.18         | 2.63           | \$16,974 <b>\$15,274</b>  |
| 860      | WHOLESALE                           | TGSF            | 0%              | 0%             | 1.00                                | 1.76         | 1.76           | \$11,345                  |

| ITE Code       | Description  | Unit of Measure | Diverted Factor | Pass-by Factor | Total Trip Adj. Factor <sup>1</sup> | PM Peak Rate     | Adj. Trip Rate  | SDC per Unit <sup>2</sup>           |
|----------------|--|-----------------|-----------------|----------------|-------------------------------------|------------------|-----------------|-------------------------------------|
| 862            | HOME IMPROVEMENT SUPERSTORE                            | TGSF            | 0%              | 42%            | 0.58                                | 2.33             | 1.35            | <del>\$8,711</del> <b>\$7,838</b>   |
| <del>863</del> | <del>ELECTRONICS SUPERSTORE</del>                      | <del>TGSF</del> | <del>0%</del>   | <del>40%</del> | <del>0.60</del>                     | <del>4.26</del>  | <del>2.56</del> | <del>\$16,475</del>                 |
| <del>864</del> | <del>TOY/CHILDREN'S SUPERSTORE</del>                   | <del>TGSF</del> | <del>0%</del>   | <del>34%</del> | <del>0.66</del>                     | <del>5.00</del>  | <del>3.30</del> | <del>\$21,271</del>                 |
| 875            | DEPARTMENT STORE                                       | TGSF            | 0%              | 0%             | 1.00                                | 1.95             | 1.95            | <del>\$12,569</del> <b>\$11,310</b> |
| <del>876</del> | <del>APPAREL STORE</del>                               | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>4.12</del>  | <del>4.12</del> | <del>\$26,557</del>                 |
| <del>879</del> | <del>ARTS AND CRAFTS STORE</del>                       | <del>TGSF</del> | <del>0%</del>   | <del>34%</del> | <del>0.66</del>                     | <del>6.21</del>  | <del>4.10</del> | <del>\$26,419</del>                 |
| <del>880</del> | <del>PHARMACY/ DRUGSTORE W/OUT DRIVE THRU WINDOW</del> | <del>TGSF</del> | <del>14%</del>  | <del>53%</del> | <del>0.33</del>                     | <del>8.51</del>  | <del>2.81</del> | <del>\$18,102</del>                 |
| 881            | PHARMACY/ DRUGSTORE WITH DRIVE THRU WINDOW             | TGSF            | 13%             | 49%            | 0.38                                | 10.29            | 3.91            | <del>\$25,204</del> <b>\$22,679</b> |
| <del>890</del> | <del>FURNITURE STORE</del>                             | <del>TGSF</del> | <del>0%</del>   | <del>53%</del> | <del>0.47</del>                     | <del>0.52</del>  | <del>0.24</del> | <del>\$1,575</del>                  |
| 911            | WALK-IN BANK   | TGSF            | 22%             | 35%            | 0.43                                | 12.13            | 5.22            | <del>\$33,621</del> <b>\$30,252</b> |
| 912            | DRIVE-IN BANK  | TGSF            | 22%             | 35%            | 0.43                                | 20.45            | 8.79            | <del>\$56,681</del> <b>\$51,002</b> |
| <del>918</del> | <del>HAIR SALON</del>                                  | <del>TGSF</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>1.45</del>  | <del>1.45</del> | <del>\$9,346</del>                  |
| <del>920</del> | <del>COPY, PRINT AND EXPRESS SHIP STORE</del>          | <del>TGSF</del> | <del>22%</del>  | <del>35%</del> | <del>0.43</del>                     | <del>7.42</del>  | <del>3.19</del> | <del>\$20,566</del>                 |
| <del>925</del> | <del>DRINKING PLACE</del>                              | <del>TGSF</del> | <del>26%</del>  | <del>43%</del> | <del>0.31</del>                     | <del>11.36</del> | <del>3.52</del> | <del>\$22,699</del>                 |
| 931            | QUALITY RESTAURANT                                     | TGSF            | 27%             | 44%            | 0.29                                | 7.80             | 2.26            | <del>\$14,580</del> <b>\$13,120</b> |
| 932            | HIGH TURNOVER RESTAURANT                               | TGSF            | 26%             | 43%            | 0.31                                | 9.77             | 3.03            | <del>\$19,522</del> <b>\$17,566</b> |
| 934            | FAST FOOD RESTAURANT WITH DRIVE-THRU                   | TGSF            | 23%             | 50%            | 0.27                                | 32.67            | 8.82            | <del>\$56,858</del> <b>\$51,161</b> |
| <del>937</del> | <del>COFFEE/DONUT WITH DRIVE THROUGH</del>             | <del>TGSF</del> | <del>0%</del>   | <del>89%</del> | <del>0.11</del>                     | <del>43.38</del> | <del>4.77</del> | <del>\$30,758</del>                 |
| <del>936</del> | <del>COFFEE/DONUT WITHOUT DRIVE</del>                  | <del>TGSF</del> | <del>0%</del>   | <del>89%</del> | <del>0.11</del>                     | <del>36.31</del> | <del>3.99</del> | <del>\$25,745</del>                 |

| ITE Code       | Description                               | Unit of Measure       | Diverted Factor | Pass-by Factor | Total Trip Adj. Factor <sup>1</sup> | PM Peak Rate     | Adj. Trip Rate   | SDC per Unit <sup>2</sup>             |
|----------------|---|-----------------------|-----------------|----------------|-------------------------------------|------------------|------------------|---------------------------------------|
|                | <del>THROUGH</del>                        |                       |                 |                |                                     |                  |                  |                                       |
| <del>941</del> | <del>QUICK LUBRICATION VEHICLE SHOP</del> | <del>TGSF</del>       | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>8.70</del>  | <del>8.70</del>  | <del>\$56,078</del>                   |
| 943            | AUTOMOBILE PARTS AND SERVICE CENTER       | TGSF                  | 0%              | 0%             | 1.00                                | 2.26             | 2.26             | <del>\$14,567</del> <b>\$13,108</b>   |
| 944            | GASOLINE/SERVICE STATION                  | FUEL POSITION         | 35%             | 42%            | 0.23                                | 14.03            | 3.23             | <del>\$20,800</del> <b>\$18,716</b>   |
| 945            | GAS/SERVICE STATION W/CONVENIENCE MKT     | FUEL POSITION         | 31%             | 56%            | 0.13                                | 13.99            | 1.82             | <del>\$11,723</del> <b>\$10,548</b>   |
| <del>947</del> | <del>SELF SERVICE CAR WASH</del>          | <del>WASH STALL</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>5.54</del>  | <del>5.54</del>  | <del>\$35,710</del>                   |
| <del>948</del> | <del>AUTOMATED CAR WASH</del>             | <del>TGSF</del>       | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>14.20</del> | <del>14.20</del> | <del>\$91,530</del>                   |
| <del>949</del> | <del>CAR WASH AND DETAIL CENTER</del>     | <del>WASH STALL</del> | <del>0%</del>   | <del>0%</del>  | <del>1.00</del>                     | <del>13.60</del> | <del>13.60</del> | <del>\$87,663</del>                   |
| 950            | TRUCK STOP                                | TGSF                  | 0%              | 0%             | 1.00                                | 22.73            | 22.73            | <del>\$146,513</del> <b>\$131,834</b> |

<sup>1</sup> Discounted by pass-by and diverted link trips

<sup>2</sup> Based on cost per new trip of ~~\$6,446~~ **\$5,800**

TGSF = Thousand Gross Square Feet, TSFGLA = Thousand Square Feet Gross Leasable Area, DU = Dwelling Unit

## Stormwater

The total stormwater SDC per EDU is **\$660**. The EDU rate is scaled for customers based on the EDU table provided in **Table 4**.

An EDU is equal to 4,200 square feet of impervious area. Single family residential dwellings will be charged uniformly based on the number of dwelling units and the cost per EDU (\$660). Other development will be assessed SDCs based on the calculated number of EDUs (total measured impervious area for the development divided by 4,200 square feet.)

**Table 4**  
City of Millersburg Stormwater SDC  
*SDC Schedule*

| <b>Meter Size</b>                                  | <b>Total SDC</b> |
|--|------------------|
| <b>Single Family Residential</b>                   | \$660            |
| <b>Other Development</b><br>\$/EDU (4,200 sq. ft). | \$660            |





TO: Millersburg City Council  
FROM: Kevin Kreitman  
DATE: April 30, 2021, for May 11, 2021 Council Meeting  
SUBJECT: Resolution Adopting Supplemental Budget Expenditures

Action Requested:

Approval of Resolution 2021-09 adopting supplemental budget expenditures in fiscal year 2020-2021 budget.

Discussion:

At the August 13, 2019 City Council meeting the Council adopted Resolution 2019-18 Declaring the Necessity for Acquisition of Land for Use as a Public Park. Negotiations have concluded for the City's acquisition of the property.

The City did not budget all funds which may have been anticipated for acquiring the land for the park, which requires budget appropriation to authorize the expenditures of the additional funds.

In addition, to address the funds required to complete the purchase of the property the Resolution also includes an increase to our general fund for legal services for costs associated with the acquisition of the park property and costs associated with the potential lease of City industrial zoned property.

Budget Impact:

Sufficient funds are available from Parks SDC and general fund contingency. The proposed 2021-2022 budget takes into account the spending associated with the budget resolution.

Recommendation:

Council adoption of the attached resolution.

Attachment(s):

- Resolution 2021-09 to Adopt Supplemental Budget for FY 2020-2021

**RESOLUTION 2021-09**

**A RESOLUTION TO ADOPT SUPPLEMENTAL BUDGET  
FOR FY 2020-2021**

**WHEREAS**, the City of Millersburg (City) 2020-2021 Budget appropriated \$350,000 in line item 01-3302, New Park Property Acquisition and \$190,000 in line item 01-1339, Legal Services; and,

**WHEREAS**, expenditures in line items 01-3302 and 01-1339 are expected to be \$709,000 and \$290,000, respectively; and,

**WHEREAS**, the City did not appropriate any funds in line item 01-1411, Land; and,

**WHEREAS**, expenditures in line item 01-1411 are expected to be \$41,000; and,

**WHEREAS**, the City’s FY 2020-2021 Budget does not account for the additional funds needed for park acquisition, additional legal fees, and land;

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

The transfers from the General Fund contingency and the Park SDC reserve funds are hereby appropriated as follows:

| <b>Line Item</b>                      | <b>Increase</b> | <b>Decrease</b> |
|---------------------------------------|-----------------|-----------------|
| 01-1601 Operating Contingency         |                 | \$141,000       |
| 01-3709 CIP Project List              |                 | \$359,000       |
| 01-3302 New Park Property Acquisition | \$359,000       |                 |
| 01-1411 Land                          | \$41,000        |                 |
| 01-1339 Legal Services                | \$100,000       |                 |

**ADOPTED BY THE CITY COUNCIL AND EFFECTIVE THIS 11<sup>th</sup> DAY OF MAY,  
2021.**

\_\_\_\_\_  
Jim Lepin, Mayor

**ATTEST:**

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