

Agenda

CITY OF MILLERSBURG City Council Regular Meeting & PUBLIC HEARING

Electronic Meeting
September 14, 2021 @ 6:30 PM

Remote Access for the meeting is available. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-regular-meeting-12>. 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, September 13.

Meeting link to join via computer:

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

Phone number to join meeting: 503-212-9900

Meeting ID: 115 9701 4359

CALL TO ORDER

ROLL CALL

CHANGES AND ADDITIONS TO THE AGENDA

CONSENT AGENDA

- 1) Approval of August 10, 2021 City Council Meeting & Public Hearing Meeting Minutes
- 2) Acceptance of City Accounts Payable Report

Action: _____

GUEST PRESENTATIONS

- 3) Linn County Sheriff's Office Monthly Report

PUBLIC COMMENT

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

COUNCIL MEMBER AND STAFF COMMENTS

CITY MANAGER'S REPORT

- 4) Millersburg Cemetery Update (Verbal)

- 5) City Council Work Session 9/28 - Driveways and ATV Ordinance (Verbal)
- 6) Fire Station Project Report
- 7) Project Updates

CITY ATTORNEY'S REPORT

UNFINISHED BUSINESS

- 8) Parks Systems Development Charges - Resolutions 2021-16, 17, and 18
Action: _____

NEW BUSINESS

- 9) Wetland Contracts – Marsh MD Wetland Consulting and AKS Forestry & Engineering
Action: _____
- 10) Appointment to Vacant Parks Commission Position
Action: _____

CLOSING PUBLIC COMMENT

CLOSING COUNCIL COMMENT

ADJOURNMENT

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

Rules of Conduct for Public Hearings

- 1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
- 2. Persons shall not testify without first receiving recognition from the presiding officer and stating their full name and residence address.
- 3. No person shall present irrelevant, immaterial, or repetitious testimony or evidence.
- 4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the hearing.



CITY COUNCIL MEETING & PUBLIC HEARING MINUTES

August 10, 2021 @ 6:30 p.m.

- A. CALL TO ORDER Meeting called to order by Mayor Lepin at 6:35 p.m.
- B. PLEDGE OF ALLEGIENCE
- C. ROLL CALL
 Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Scott McPhee, John Sullivan, Dave Harms
 Councilors Absent: None
 Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Forrest Reid, City Attorney; Kimberly Wollenburg, City Recorder; Matt Straite, Community Development Director
 Presenters: Lieutenant Elect Ryan Keyes, Linn County Sheriff's Office
 Deb Galardi, Galardi Consulting Group
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. CONSENT AGENDA
 1) Approval of July 13, 2021 City Council Meeting & Public Hearing Minutes
 2) Acceptance of City Accounts Payable Report
 Action: **Motion to Accept Consent Agenda as Presented made by Councilor John Sullivan; seconded by Councilor Scott 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
- F. GUEST PRESENTATIONS
 1) Linn County Sheriff's Office Monthly Report
 Lieutenant Elect Keyes reviewed the July 2021 monthly report. He noted it was a busy month for Millersburg. He mentioned an increase in the extra patrols and an increase in incidents at Love's Truck Stop.
- G. PUBLIC COMMENT
 1) Doug Iverson spoke about his recent water bill. He noted he saw someone in front of his home running a hydrant for a very long time, 10-15 minutes, and thinks that if all of the hydrants are being flushed like that, that's a lot of waste of water given the drought conditions and costs. He recommended other possible ways of reusing the hydrant water. City Manager Kreitman and Assistant City Manager/City Engineer Booth addressed the challenges and

additional costs that would be accrued if the water was to be captured and reused. Mr. Iverson said he's not questioning the reason to do the hydrant flushing but questions the waste of the water if there were other uses for that water.

Councilor McPhee noted that when the rates were visited most of the costs has to do with the running of the treatment plant and that the cost difference between usual water use to increased use is small compared to labor and other costs.

H. PUBLIC HEARING opened at 6:49 p.m.

1) Modifications to Methodology for Calculating Park Systems Development Charges

Assistant City Manager/City Engineer Booth provided a brief background regarding the reason for modifications related to the overall systems development charges studies in 2020. Ms. Galardi, Galardi Consulting, briefly shared how the revised charges were calculated.

Mayor Lepin opened the hearing to public comments.

Hearing none, Mayor Lepin closed public hearing at 6:53 p.m.

I. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Mayor Lepin asked Councilor Cowan about providing an update regarding the planning for the Millersburg Celebration. Councilor Cowan briefed the Council on the schedule for the Celebration and other logistical and planning matters.

J. CITY MANAGER'S REPORT

1) Millersburg Fire Station Project Report

Assistant City Manager/City Engineer Booth provided an update regarding the Fire Station Project and specific maintenance and construction activities in progress at the site. In addition she reviewed the project budget and current change orders.

2) Project Updates

Assistant City Manager/City Engineer Booth provided an update regarding various maintenance and construction activities in progress throughout the City. Maintenance Supervisor Randy Mueller was introduced and provided an update regarding park projects and maintenance activities, including updates on backordered supplies for replacements such as the toddler's seat on swings and getting the pedestrian crosswalk repaired.

Councilor Cowan asked Maintenance Supervisor Mueller to share more information in the future and welcomed him to the City. Councilor McPhee shared his appreciation for the recent work on the park and welcomed him as well. He also asked if a handle could be put on the inside of the south restroom door to allow it to be pulled closed.

City Manager Kreitman spoke briefly about the issue with the mailbox CBUs (pods) in the City and mentioned when staff met with the Albany postmaster, they discussed getting the ability to use "Millersburg" as the city postal address (instead of Albany).

Crooks Creek

Assistant City Manager/City Engineer Booth provided a brief history regarding maintenance of the conveyance capacity of the Crooks Creek channel. She reviewed staff's request for Council direction and the various options. Mayor Lepin spoke about his history with past concerns with Crooks Creek and how his concerns have decreased over the years due to the creek appears to be flowing as it should and that he is questioning about what should be done going forward.

Dave Phelps, Millersburg Drive, spoke about Crooks Creek. Mr. Phelps asked that the City continue to maintain the service of removing the vegetation as they have been doing. He also shared that he has attempted to address the beaver issue but has found it challenging due to beaver behavior with their habitats.

Don Miller, Millersburg Drive, said that the controls the City has done with the planning for detention/retention ponds has helped, but something has seemed to have changed over the last few years. He noted that there is constantly water in the creek where before it used to be dry. Shared that makes it difficult for homeowner to clean out due to access and potential to get stuck in the mud. He requested the City to maintain the mowing of the grass at the creek and asked that if things are going to change, give the owners some time to adjust.

Councilor Cowan supported that if the City does get to the point of not maintaining to give proper schedule/time to make the change.

There was lengthy discussion regarding concerns if the creek wasn't maintained then who would be responsible for any damage and whether the issue was a flow concern or if it was more of a cosmetic issue for the landowner.

The Council decided that the City would continue to mow and maintain as the City has been doing for the last several years. This includes cutting of vegetation that would hinder conveyance at high flows, but not removing any sediment or doing any regrading.

K. CITY ATTORNEY'S REPORT

None

L. UNFINISHED BUSINESS

None

M. NEW BUSINESS

1) Appointment to Vacant Planning Commission Position

City Manager Kreitman shared that there are two applicants for the one vacant Planning Commission position. Councilor McPhee shared that he has had conversations with Mr. Hickman about his interest and nominated Michael Hickam for the position.

Action: **Motion to Appoint Michael Hickman made by Councilor Scott McPhee; seconded by Councilor John Sullivan.**

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) DLCD Grant Support Resolution 2021-14

Community Development Director Straite presented the staff report regarding the City seeking two housing grants through the Department of Land Conservation District and how the grants will impact future planning efforts and update to the Comprehensive Plan.

Action: **Motion to Adopt Resolution 2021-14 Indicating Council Support for Two DLCD Housing Grant Applications, made by Councilor Dave Harms; 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

3) Updates to Millersburg Municipal Code Ordinances 189-21, 190-21, and 191-21

City Manager Kreitman reviewed the staff report for the requests to the updates to several Ordinances and briefly reviewed the revisions to the Ordinances.

Action: **Motion to Adopt Millersburg Code Ordinance 189-21 Amending Millersburg Municipal Code 13.50.090 Pertaining to the Creation of the Planning Commission, and Declaring an Emergency, made by Councilor John Sullivan; seconded by Councilor Dave 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

Action: **Motion to Adopt Millersburg Code Ordinance 190-21 Amending Millersburg Municipal Code 13.50.020 Pertaining to the Regulations for Motor Vehicle Parking, and Declaring an Emergency, made by Councilor Dave Harms; 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

Action: **Motion to Adopt Millersburg Code Ordinance 189-21 Amending Millersburg Municipal Code 13.50.090 Pertaining to the Designation of Parking**

Spaces and Signs, and Declaring an Emergency, made by Councilor Scott McPhee; 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

N. CLOSING PUBLIC COMMENT
None

O. CLOSING COUNCIL COMMENT

- 1) Councilor Cowan asked about signs in the City and asked for clarification regarding the rules regarding the posting of temporary signs. Community Development Director Straite shared that there is a revision to the temporary sign code in progress. There was lengthy discussion regarding temporary signs and enforcement.

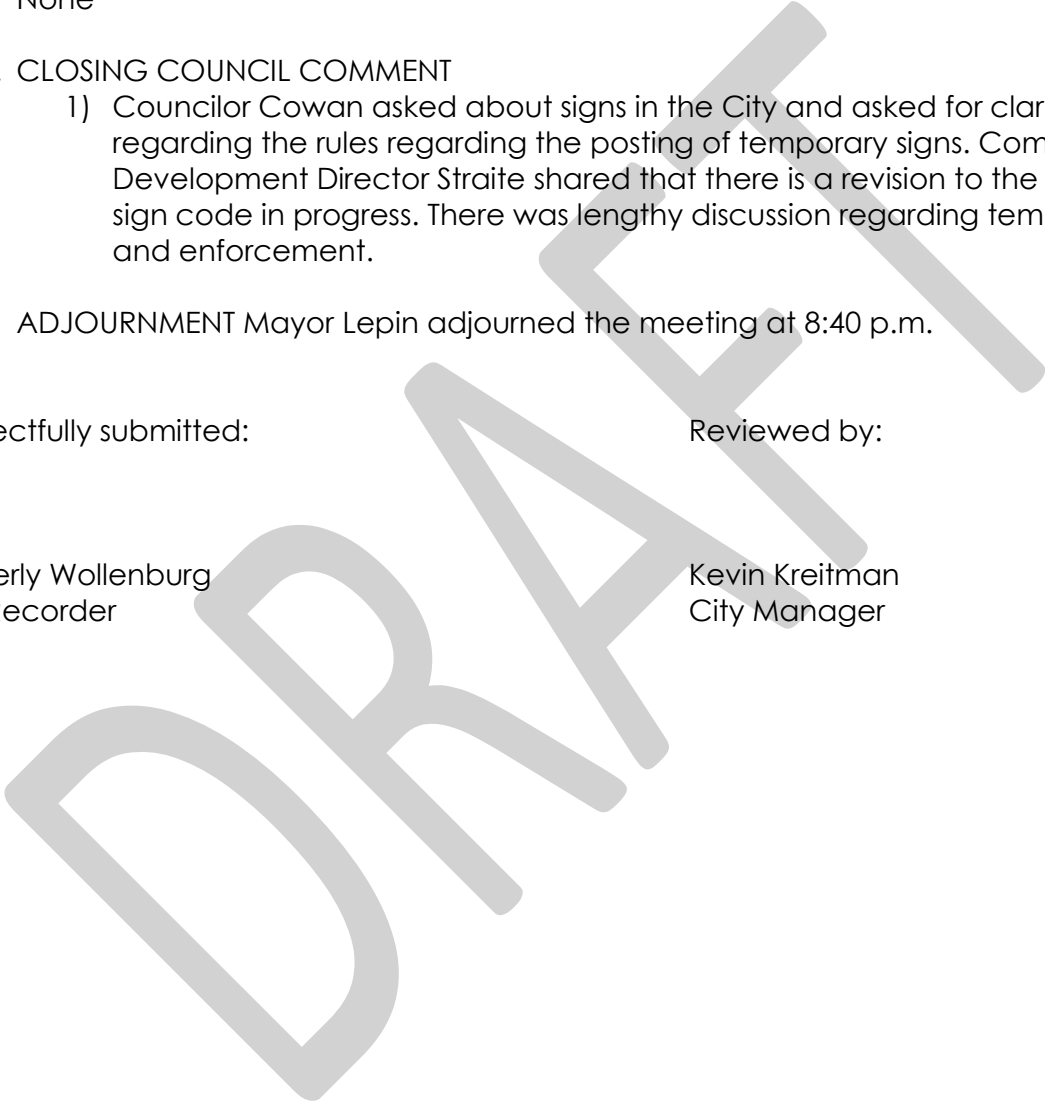
P. ADJOURNMENT Mayor Lepin adjourned the meeting at 8:40 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kevin Kreitman
City Manager



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

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08/21	08/05/2021	18492	48	Cintas Corporation-172	4091816882	01-40-221	.00	93.27	93.27
Total 18492:							.00		93.27
18493									
08/21	08/05/2021	18493	167	City County Insurance Services	10137	01-40-212	.00	37,790.68	37,790.68
Total 18493:							.00		37,790.68
18494									
08/21	08/05/2021	18494	50	City of Albany	7212021	01-40-218	.00	348.00	348.00
Total 18494:							.00		348.00
18495									
08/21	08/05/2021	18495	272	Earth2O	006914	01-40-221	.00	25.59	25.59
08/21	08/05/2021	18495	272	Earth2O	006914A	01-45-211	.00	10.79	10.79
Total 18495:							.00		36.38
18496									
08/21	08/05/2021	18496	526	FEI Testing & Inspection Inc	31824	01-50-725	.00	2,191.00	2,191.00
Total 18496:							.00		2,191.00
18497									
08/21	08/05/2021	18497	16	Forrest Reid	72021	01-40-230	.00	8,400.00	8,400.00
Total 18497:							.00		8,400.00
18498									
08/21	08/05/2021	18498	977	Gills Point S	1943462	01-45-741	.00	166.00	166.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18498:							.00		166.00
18499									
08/21	08/05/2021	18499	963	Matt Straite	1010	01-40-221	.00	390.00	390.00
Total 18499:							.00		390.00
18500									
08/21	08/05/2021	18500	27	Metereaders LLC.	9888	05-90-213	.00	1,072.55	1,072.55
Total 18500:							.00		1,072.55
18501									
08/21	08/05/2021	18501	842	Pacific Northwest Development Group	1309	01-40-229	.00	7,000.00	7,000.00
Total 18501:							.00		7,000.00
18502									
08/21	08/05/2021	18502	902	Soderstrom Architects Ltd	8758	01-50-721	.00	33,632.50	33,632.50
Total 18502:							.00		33,632.50
18503									
08/21	08/05/2021	18503	700	US Bank	07202021	01-40-216	.00	4,160.76	4,160.76
Total 18503:							.00		4,160.76
18504									
08/21	08/05/2021	18504	328	Valley Merchant Police, Inc	1833	01-45-211	.00	300.00	300.00
Total 18504:							.00		300.00
18505									
08/21	08/05/2021	18505	85	Xterma Pest Control Inc.	COM0721160	01-40-223	.00	160.00	160.00
Total 18505:							.00		160.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18507									
08/21	08/12/2021	18507	870	CECO, INC.	003259596	01-45-211	.00	169.12	169.12
Total 18507:							.00		169.12
18508									
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	33951301B	01-40-210	.00	444.84	444.84
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	3395313	04-80-210	.00	931.08	931.08
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	339531301	01-40-210	.00	1,110.51	1,110.51
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	3395313-01A	05-90-218	.00	4,206.83	4,206.83
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	D339531301	01-40-210	.00	671.34	671.34
Total 18508:							.00		7,364.60
18509									
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	1	01-50-725	.00	590.82	590.82
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	2	02-65-710	.00	69.98	69.98
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	3	04-85-202	.00	7.27	7.27
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	4	05-95-611	.00	24.16	24.16
Total 18509:							.00		692.23
18510									
08/21	08/12/2021	18510	251	Dustin Patton	08012021	01-40-215	.00	35.00	35.00
Total 18510:							.00		35.00
18511									
08/21	08/12/2021	18511	916	ECONorthwest	24298	01-40-235	.00	1,526.25	1,526.25
Total 18511:							.00		1,526.25
18512									
08/21	08/12/2021	18512	765	Handy Hands Landscape C&M LLC	6012021	03-70-215	.00	950.00	950.00
Total 18512:							.00		950.00
18513									
08/21	08/12/2021	18513	966	Jacob's Engineering Group Inc.	D346340010	05-90-214	.00	684.83	684.83

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Total 18513:							.00		684.83
18514									
08/21	08/12/2021	18514	19	Linn County Planning and Building	862021	01-52-211	.00	9,201.89	9,201.89
Total 18514:							.00		9,201.89
18515									
08/21	08/12/2021	18515	12	Linn County Sheriff's Office	789	01-50-211	.00	34,659.00	34,659.00
Total 18515:							.00		34,659.00
18516									
08/21	08/16/2021	18516	978	Temple Display LTD	23162	01-37-100	.00	.00	.00 V
08/21	08/12/2021	18516	23	Pacific Power	729201	04-80-217	.00	1,175.70	1,175.70
08/21	08/12/2021	18516	23	Pacific Power	7292021	01-40-215	.00	715.60	715.60
08/21	08/12/2021	18516	23	Pacific Power	72920211	01-45-211	.00	58.16	58.16
08/21	08/12/2021	18516	23	Pacific Power	729202111	01-40-239	.00	189.38	189.38
08/21	08/12/2021	18516	23	Pacific Power	7292021111	01-50-212	.00	374.41	374.41
08/21	08/12/2021	18516	23	Pacific Power	72920211111	02-60-216	.00	3,197.23	3,197.23
Total 18516:							.00		5,710.48
18517									
08/21	08/16/2021	18517	896	Verni Knight	892021	01-31-300	.00	.00	.00 V
Total 18517:							.00		.00
18519									
08/21	08/12/2021	18519	652	Wheat LLC	6406	02-60-214	.00	1,975.77	1,975.77
Total 18519:							.00		1,975.77
18520									
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021	01-50-725	.00	290,840.60	290,840.60
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021A	02-65-710	.00	30,637.50	30,637.50
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021B	04-85-202	.00	5,985.00	5,985.00
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021C	05-95-611	.00	20,007.00	20,007.00

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Total 18515:							.00		34,659.00
18516									
08/21	08/16/2021	18516	978	Temple Display LTD	23162	01-37-100	.00	.00	.00 V
08/21	08/12/2021	18516	23	Pacific Power	729201	04-80-217	.00	1,175.70	1,175.70
08/21	08/12/2021	18516	23	Pacific Power	7292021	01-40-215	.00	715.60	715.60
08/21	08/12/2021	18516	23	Pacific Power	72920211	01-45-211	.00	58.16	58.16
08/21	08/12/2021	18516	23	Pacific Power	729202111	01-40-239	.00	189.38	189.38
08/21	08/12/2021	18516	23	Pacific Power	7292021111	01-50-212	.00	374.41	374.41
08/21	08/12/2021	18516	23	Pacific Power	72920211111	02-60-216	.00	3,197.23	3,197.23
Total 18516:							.00		5,710.48
18517									
08/21	08/16/2021	18517	896	Verni Knight	892021	01-31-300	.00	.00	.00 V
Total 18517:							.00		.00
18519									
08/21	08/12/2021	18519	652	Wheat LLC	6406	02-60-214	.00	1,975.77	1,975.77
Total 18519:							.00		1,975.77
18520									
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021	01-50-725	.00	290,840.60	290,840.60
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021A	02-65-710	.00	30,637.50	30,637.50
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021B	04-85-202	.00	5,985.00	5,985.00
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021C	05-95-611	.00	20,007.00	20,007.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18520:							.00		347,470.10
18521									
08/21	08/12/2021	18521	786	Witherspoon Industries LLC	INV4610	01-40-223	.00	600.00	600.00
Total 18521:							.00		600.00
18523									
08/21	08/18/2021	18523	442	Brad Hulburt	8122021	01-45-210	.00	66.40	66.40
Total 18523:							.00		66.40
18524									
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0150725A	01-50-725	.00	5,639.63	5,639.63
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0265710A	02-65-710	.00	668.03	668.03
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0370211A	03-70-211	.00	217.46	217.46
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0480211A	04-80-211	.00	130.48	130.48
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0485202A	04-85-202	.00	69.38	69.38
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0590211A	05-90-211	.00	130.48	130.48
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0595611A	05-95-611	.00	230.61	230.61
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	492757A	02-60-211	.00	217.45	217.45
Total 18524:							.00		7,303.52
18525									
08/21	08/18/2021	18525	980	Deanne Elder	892021	01-45-210	.00	200.00	200.00
Total 18525:							.00		200.00
18526									
08/21	08/18/2021	18526	976	Francisco Ramirez	7302021	01-45-210	.00	52.00	52.00
Total 18526:							.00		52.00
18527									
08/21	08/18/2021	18527	108	Jamie Tappana	8102021	01-40-231	.00	40.00	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18527:							.00		40.00
18528									
08/21	08/18/2021	18528	981	Jasmin Andrion	7132021	01-45-210	.00	164.00	164.00
Total 18528:							.00		164.00
18529									
08/21	08/18/2021	18529	438	Kristen Barnes	852021	01-45-210	.00	96.80	96.80
Total 18529:							.00		96.80
18530									
08/21	08/18/2021	18530	41	Providence Health Plan	8102021	01-40-132	.00	7,575.10	7,575.10
Total 18530:							.00		7,575.10
18531									
08/21	08/18/2021	18531	978	Temple Display LTD	23162A	01-56-210	.00	5,576.32	5,576.32
Total 18531:							.00		5,576.32
18532									
08/21	08/18/2021	18532	896	Verni Knight	8162021	01-31-300	.00	100.00	100.00
Total 18532:							.00		100.00
Grand Totals:							.00		527,954.55

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21100	5,676.32	461,042.08-	455,365.76-
01-31-300	200.00	100.00-	100.00
01-37-100	5,576.32	5,576.32-	.00

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18492									
08/21	08/05/2021	18492	48	Cintas Corporation-172	4091816882	01-40-221	.00	93.27	93.27
Total 18492:							.00		93.27
18493									
08/21	08/05/2021	18493	167	City County Insurance Services	10137	01-40-212	.00	37,790.68	37,790.68
Total 18493:							.00		37,790.68
18494									
08/21	08/05/2021	18494	50	City of Albany	7212021	01-40-218	.00	348.00	348.00
Total 18494:							.00		348.00
18495									
08/21	08/05/2021	18495	272	Earth2O	006914	01-40-221	.00	25.59	25.59
08/21	08/05/2021	18495	272	Earth2O	006914A	01-45-211	.00	10.79	10.79
Total 18495:							.00		36.38
18496									
08/21	08/05/2021	18496	526	FEI Testing & Inspection Inc	31824	01-50-725	.00	2,191.00	2,191.00
Total 18496:							.00		2,191.00
18497									
08/21	08/05/2021	18497	16	Forrest Reid	72021	01-40-230	.00	8,400.00	8,400.00
Total 18497:							.00		8,400.00
18498									
08/21	08/05/2021	18498	977	Gills Point S	1943462	01-45-741	.00	166.00	166.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18498:							.00		166.00
18499									
08/21	08/05/2021	18499	963	Matt Straite	1010	01-40-221	.00	390.00	390.00
Total 18499:							.00		390.00
18500									
08/21	08/05/2021	18500	27	Metereaders LLC.	9888	05-90-213	.00	1,072.55	1,072.55
Total 18500:							.00		1,072.55
18501									
08/21	08/05/2021	18501	842	Pacific Northwest Development Group	1309	01-40-229	.00	7,000.00	7,000.00
Total 18501:							.00		7,000.00
18502									
08/21	08/05/2021	18502	902	Soderstrom Architects Ltd	8758	01-50-721	.00	33,632.50	33,632.50
Total 18502:							.00		33,632.50
18503									
08/21	08/05/2021	18503	700	US Bank	07202021	01-40-216	.00	4,160.76	4,160.76
Total 18503:							.00		4,160.76
18504									
08/21	08/05/2021	18504	328	Valley Merchant Police, Inc	1833	01-45-211	.00	300.00	300.00
Total 18504:							.00		300.00
18505									
08/21	08/05/2021	18505	85	Xterma Pest Control Inc.	COM0721160	01-40-223	.00	160.00	160.00
Total 18505:							.00		160.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18507									
08/21	08/12/2021	18507	870	CECO, INC.	003259596	01-45-211	.00	169.12	169.12
Total 18507:							.00		169.12
18508									
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	33951301B	01-40-210	.00	444.84	444.84
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	3395313	04-80-210	.00	931.08	931.08
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	339531301	01-40-210	.00	1,110.51	1,110.51
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	3395313-01A	05-90-218	.00	4,206.83	4,206.83
08/21	08/12/2021	18508	466	CH2MHill Engineers Inc	D339531301	01-40-210	.00	671.34	671.34
Total 18508:							.00		7,364.60
18509									
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	1	01-50-725	.00	590.82	590.82
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	2	02-65-710	.00	69.98	69.98
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	3	04-85-202	.00	7.27	7.27
08/21	08/12/2021	18509	659	David Evans & Associates, Inc.	4	05-95-611	.00	24.16	24.16
Total 18509:							.00		692.23
18510									
08/21	08/12/2021	18510	251	Dustin Patton	08012021	01-40-215	.00	35.00	35.00
Total 18510:							.00		35.00
18511									
08/21	08/12/2021	18511	916	ECONorthwest	24298	01-40-235	.00	1,526.25	1,526.25
Total 18511:							.00		1,526.25
18512									
08/21	08/12/2021	18512	765	Handy Hands Landscape C&M LLC	6012021	03-70-215	.00	950.00	950.00
Total 18512:							.00		950.00
18513									
08/21	08/12/2021	18513	966	Jacob's Engineering Group Inc.	D346340010	05-90-214	.00	684.83	684.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18513:							.00		684.83
18514									
08/21	08/12/2021	18514	19	Linn County Planning and Building	862021	01-52-211	.00	9,201.89	9,201.89
Total 18514:							.00		9,201.89
18515									
08/21	08/12/2021	18515	12	Linn County Sheriff's Office	789	01-50-211	.00	34,659.00	34,659.00
Total 18515:							.00		34,659.00
18516									
08/21	08/16/2021	18516	978	Temple Display LTD	23162	01-37-100	.00	.00	.00 V
08/21	08/12/2021	18516	23	Pacific Power	729201	04-80-217	.00	1,175.70	1,175.70
08/21	08/12/2021	18516	23	Pacific Power	7292021	01-40-215	.00	715.60	715.60
08/21	08/12/2021	18516	23	Pacific Power	72920211	01-45-211	.00	58.16	58.16
08/21	08/12/2021	18516	23	Pacific Power	729202111	01-40-239	.00	189.38	189.38
08/21	08/12/2021	18516	23	Pacific Power	7292021111	01-50-212	.00	374.41	374.41
08/21	08/12/2021	18516	23	Pacific Power	72920211111	02-60-216	.00	3,197.23	3,197.23
Total 18516:							.00		5,710.48
18517									
08/21	08/16/2021	18517	896	Verni Knight	892021	01-31-300	.00	.00	.00 V
Total 18517:							.00		.00
18519									
08/21	08/12/2021	18519	652	Wheat LLC	6406	02-60-214	.00	1,975.77	1,975.77
Total 18519:							.00		1,975.77
18520									
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021	01-50-725	.00	290,840.60	290,840.60
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021A	02-65-710	.00	30,637.50	30,637.50
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021B	04-85-202	.00	5,985.00	5,985.00
08/21	08/12/2021	18520	958	Wildish Paving Co.	7212021C	05-95-611	.00	20,007.00	20,007.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18520:							.00		347,470.10
18521									
08/21	08/12/2021	18521	786	Witherspoon Industries LLC	INV4610	01-40-223	.00	600.00	600.00
Total 18521:							.00		600.00
18523									
08/21	08/18/2021	18523	442	Brad Hulburt	8122021	01-45-210	.00	66.40	66.40
Total 18523:							.00		66.40
18524									
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0150725A	01-50-725	.00	5,639.63	5,639.63
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0265710A	02-65-710	.00	668.03	668.03
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0370211A	03-70-211	.00	217.46	217.46
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0480211A	04-80-211	.00	130.48	130.48
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0485202A	04-85-202	.00	69.38	69.38
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0590211A	05-90-211	.00	130.48	130.48
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	0595611A	05-95-611	.00	230.61	230.61
08/21	08/16/2021	18524	659	David Evans & Associates, Inc.	492757A	02-60-211	.00	217.45	217.45
Total 18524:							.00		7,303.52
18525									
08/21	08/18/2021	18525	980	Deanne Elder	892021	01-45-210	.00	200.00	200.00
Total 18525:							.00		200.00
18526									
08/21	08/18/2021	18526	976	Francisco Ramirez	7302021	01-45-210	.00	52.00	52.00
Total 18526:							.00		52.00
18527									
08/21	08/18/2021	18527	108	Jamie Tappana	8102021	01-40-231	.00	40.00	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18527:							.00		40.00
18528									
08/21	08/18/2021	18528	981	Jasmin Andriou	7132021	01-45-210	.00	164.00	164.00
Total 18528:							.00		164.00
18529									
08/21	08/18/2021	18529	438	Kristen Barnes	852021	01-45-210	.00	96.80	96.80
Total 18529:							.00		96.80
18530									
08/21	08/18/2021	18530	41	Providence Health Plan	8102021	01-40-132	.00	7,575.10	7,575.10
Total 18530:							.00		7,575.10
18531									
08/21	08/18/2021	18531	978	Temple Display LTD	23162A	01-56-210	.00	5,576.32	5,576.32
Total 18531:							.00		5,576.32
18532									
08/21	08/18/2021	18532	896	Verni Knight	8162021	01-31-300	.00	100.00	100.00
Total 18532:							.00		100.00
18534									
08/21	08/25/2021	18534	539	Barrett Business Services Inc.	3188025	01-45-211	.00	67.60	67.60
08/21	08/25/2021	18534	539	Barrett Business Services Inc.	725	01-45-211	.00	50.70	50.70
08/21	08/25/2021	18534	539	Barrett Business Services Inc.	801	01-45-211	.00	50.70	50.70
08/21	08/25/2021	18534	539	Barrett Business Services Inc.	808	01-45-211	.00	101.40	101.40
08/21	08/25/2021	18534	539	Barrett Business Services Inc.	815	01-45-211	.00	25.35	25.35
Total 18534:							.00		295.75
18535									
08/21	08/25/2021	18535	870	CECO, INC.	00329901	01-45-211	.00	121.21	121.21

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18535:							.00		121.21
18536									
08/21	08/25/2021	18536	982	Danelle Leisinger	75	01-31-300	.00	75.00	75.00
Total 18536:							.00		75.00
18537									
08/21	08/25/2021	18537	327	De Lage Landen Financial Services, Inc.	73505366	01-40-223	.00	356.95	356.95
Total 18537:							.00		356.95
18538									
08/21	08/25/2021	18538	976	Francisco Ramirez	819	01-45-210	.00	56.00	56.00
Total 18538:							.00		56.00
18539									
08/21	08/25/2021	18539	985	LineScape LLC	55859	01-40-213	.00	1,750.00	1,750.00
Total 18539:							.00		1,750.00
18540									
08/21	08/25/2021	18540	483	MetLife - Group Benefits	813	01-40-135	.00	696.85	696.85
Total 18540:							.00		696.85
18541									
08/21	08/25/2021	18541	983	Mt. Angel Publishing Inc.	2021-1850	01-40-237	.00	835.00	835.00
Total 18541:							.00		835.00
18542									
08/21	08/25/2021	18542	907	Pave Northwest, Inc	1719	02-60-215	.00	49,687.50	49,687.50
Total 18542:							.00		49,687.50

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18544									
09/21	09/02/2021	18544	986	Ashley Tells	825	01-45-210	.00	76.00	76.00
Total 18544:							.00		76.00
18545									
09/21	09/02/2021	18545	607	Business Connections, Inc.	072208232021	01-40-215	.00	45.00	45.00
Total 18545:							.00		45.00
18546									
09/21	09/02/2021	18546	776	Caselle Inc	111567	01-40-226	.00	.00	.00 V
Total 18546:							.00		.00
18547									
09/21	09/02/2021	18547	378	Christy Pecyna	8251	01-45-210	.00	76.00	76.00
09/21	09/02/2021	18547	378	Christy Pecyna	8252021	01-45-210	.00	76.00	76.00
Total 18547:							.00		152.00
18548									
09/21	09/02/2021	18548	50	City of Albany	9221	01-52-211	.00	330.06	330.06
Total 18548:							.00		330.06
18549									
09/21	09/02/2021	18549	106	Ella Liles	824	01-40-231	.00	40.00	40.00
Total 18549:							.00		40.00
18550									
09/21	09/02/2021	18550	16	Forrest Reid	0821	01-40-230	.00	19,425.00	19,425.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18550:							.00		19,425.00
18551									
09/21	09/02/2021	18551	911	Greg Hoefler	83121	01-31-300	.00	75.00	75.00
Total 18551:							.00		75.00
18552									
09/21	09/02/2021	18552	765	Handy Hands Landscape C&M LLC	72021	01-40-223	.00	1,280.00	1,280.00
Total 18552:							.00		1,280.00
18553									
09/21	09/02/2021	18553	530	Jennifer Stimpson	816	01-45-210	.00	128.00	128.00
Total 18553:							.00		128.00
18554									
09/21	09/02/2021	18554	10	John Deere Financial	821	01-45-211	.00	387.56	387.56
Total 18554:							.00		387.56
18555									
09/21	09/02/2021	18555	279	King Office Equipment	26220	01-40-221	.00	554.05	554.05
Total 18555:							.00		554.05
18556									
09/21	09/02/2021	18556	19	Linn County Planning and Building	89	01-52-211	.00	12,175.35	12,175.35
Total 18556:							.00		12,175.35
18557									
09/21	09/02/2021	18557	23	Pacific Power	1	01-40-215	.00	702.26	702.26
09/21	09/02/2021	18557	23	Pacific Power	2	01-45-211	.00	58.88	58.88
09/21	09/02/2021	18557	23	Pacific Power	3	01-40-239	.00	136.40	136.40
09/21	09/02/2021	18557	23	Pacific Power	4	01-50-212	.00	352.94	352.94
09/21	09/02/2021	18557	23	Pacific Power	5	02-60-216	.00	3,190.35	3,190.35

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/21	09/02/2021	18557	23	Pacific Power	6	04-80-217	.00	1,168.52	1,168.52
Total 18557:							.00		5,609.35
18558									
09/21	09/02/2021	18558	988	PEO Chapter O	9921	01-31-300	.00	215.00	215.00
Total 18558:							.00		215.00
18559									
09/21	09/02/2021	18559	508	Samantha Sheley	831	01-45-210	.00	200.00	200.00
Total 18559:							.00		200.00
18560									
09/21	09/02/2021	18560	902	Soderstrom Architects Ltd	8805	01-50-721	.00	4,292.24	4,292.24
Total 18560:							.00		4,292.24
18561									
09/21	09/02/2021	18561	987	Tyler Headrick	91821	01-31-300	.00	200.00	200.00
Total 18561:							.00		200.00
18562									
09/21	09/02/2021	18562	84	Ultrex	99149	01-40-223	.00	38.00	38.00
Total 18562:							.00		38.00
Grand Totals:							.00		45,222.61

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21100	652.50	41,516.24-	40,863.74-
01-31-300	490.00	.00	490.00



LINN COUNTY SHERIFF'S OFFICE

Jim Yon, Sheriff

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

2021

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

FOR THE MONTH OF: August

TRAFFIC CITATIONS: _____	7
TRAFFIC WARNINGS: _____	15
TRAFFIC CRASHES: _____	0
ADULTS CITED/VIOLATIONS: _____	1
ADULTS ARRESTED: _____	12
JUVENILES CITED/VIOLATIONS: _____	0
JUVENILES ARRESTED: _____	0
COMPLAINTS/INCIDENTS INVESTIGATED: _____	210

TOTAL HOURS SPENT: MILLERSBURG 165

CONTRACT HOURS = 153 HOURS

**Jim Yon,
Sheriff, Linn County**

By: Lieutenant Beth Miller



TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: September 9 for the September 14, 2021 City Council Meeting
 SUBJECT: Fire Station 15 Project Report

Project Summary:

Architect: Soderstrom
 Owner's Representative: David Evans and Associates
 Contractor: Wildish Building Company
 Construction Notice to Proceed Date: 4/1/2021
 Construction Completion Date: 5/31/2022
 Project Description: Construction of a 10,200 square foot new fire station, including site work and construction of new public street.

Work Completed Last Two Weeks:

- Framing has been ongoing over the last three weeks.
- Storm outfall work completed week of 9/7.
- Pacific Power completed boring under the road for power.

Upcoming Work – Next Three Weeks:

- The water main hot tap has been delayed due to supply chain issues; the water line will still be installed and then connected once the water hot tap has been completed.
- PPL to do open trench & vault for primary power. Wildish site electrical will follow after this.

Overall Project Schedule:

- Overall schedule still on track.

Financial Update:

- Change Order 1 is pending – miscellaneous framing changes, over-excavation, additional sewer stubs. Total amount of CO 1 – \$34,896.

	Original Contract Cost	Change Orders	% of Contract
Total	\$6,025,230	\$34,896	0.6%
Station	\$5,142,570	\$22,114*	0.4%
Public Infrastructure	\$882,660	\$12,782	1.4%

*Includes over-excavation of \$3,600 based on price established in bid

Total Invoiced to Date: \$1,606,710 (27% of total project cost)

Changes:

Item	Status	Amount
Over-excavation (based on price established in bid)	Approved	\$3,600
Sanitary sewer stub-outs for future connections and MH cone	Owner Directed	\$12,782
Miscellaneous framing and other coordination items (CO 1)	Pending	\$18,514
CMU instead of metal utility enclosures (generator, HVAC equipment, trash)	Owner Directed - Pending	TBD
Site electrical – utility requirement	Pending	TBD
Total to Date		\$34,896

Attachment(s):

- Current 3-week look ahead schedule
- Current overall project schedule



5395 Millersburg Fire Station 15 Three Week Look Ahead

Schedule #9

Milestones:
 Notice to Proceed: 4/1/21
 Preconstruction Meeting: 4/6/21
 1200C Permit Received: 5/4/21
 Start of Work: 5/10/21
 Substantial Completion: 5/2/22
 Final Completion: 5/31/22

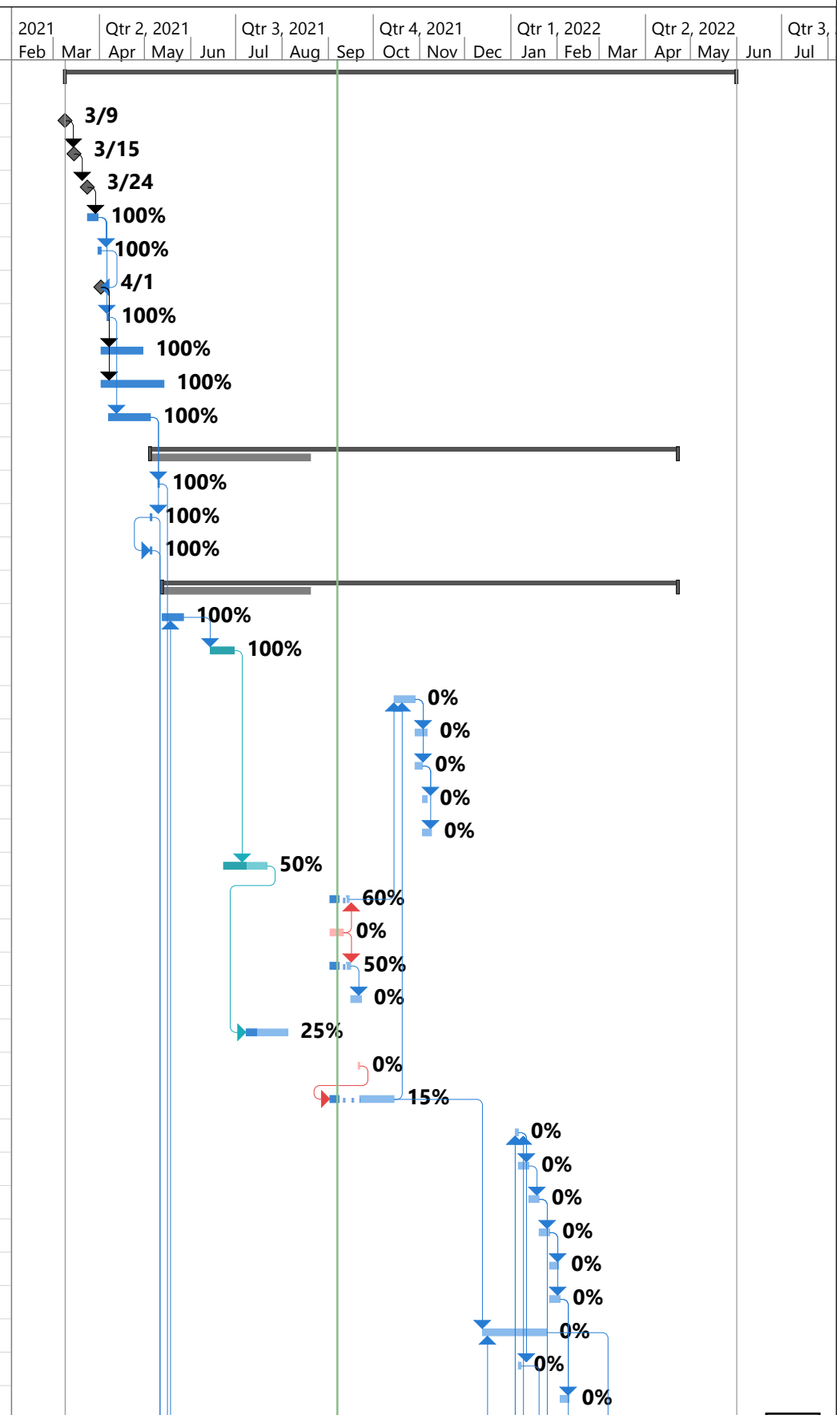
SCHEDULE FOR WEEKS: **9/7/2021** to **9/27/2021**

Activity	Crew/Sub	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	Remarks
		9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	
Storm to Outfall	Wildish Construction Co.	Storm outfall	Storm to Outfall	Storm to Outfall																			
Hot Tap Water Main Install Valve	A&A Drilling																						TBD - A&A Reports Valve Manufacturing Issue
Backfill Oil Water	Wildish Construction Co.			Backfill																			
Foundation Drains	Wildish Construction Co.			Foundation	Foundation																		
Rock Fill to Building Edge	Wildish Construction Co.				Rock Fill																		
Street Excavate, Fabric & Rock	Wildish Construction Co.											Street			Street	Street	Street	Street					
Water Main Line Install	Wildish Construction Co.							Water Main	Water Main	Water Main	Water Main	Water Main			Water Main	Water Main	Water Main	Water Main					
PP&L Primary Power Vaults	PPL		Conduits	Conduits	Conduits			Vaults	Vaults	Vaults	Vaults	Vaults											TBD - Dennis to confirm
Excavate for Site Electrical	Wildish Construction Co.														Site Electrical	Site Electrical	Site Electrical	Site Electrical					
Channeling @ Manholes	Wildish Construction Co.																						
Frame Building Walls	NFS	Framing	Framing	Framing				Framing	Framing	Framing	Framing				Framing	Framing	Framing	Framing				Framing	
Install Saddle Bracket on Column	Norse			Bracket																			TBD
Owner Design Utility Slabs	Owner	Design	Design	Design	Design																		
Order Utility Slab Parts	Wildish Building Co.							Parts	Parts	Parts													
Excavate & Rock Utility Slabs	Wildish Construction Co.									Exc. & Rock	Exc. & Rock	Exc. & Rock											
Form Utility Slabs Footings	Wildish Building Co.														Utility Slabs	Utility Slabs	Utility Slabs	Utility Slabs				Utility Slabs	
Utility CMU Walls	Haps																						
Utility Slabs Underslab Rough In	Superior Electric																						
Pre Cast Panel Design	Wildish Building Co.	Design	Design	Design	Design																		ETA TBD - Crow Eng. to confirm
Pre Cast Panel Submittal	Wildish Building Co.							Submittals															
Fabricate Precast Panels	Wildish Building Co.														Panels	Panels	Panels	Panels	Panels				
Lee Vacation			Vacation	Vacation	Vacation																		
Matt Vacation										Vacation	Vacation	Vacation	Vacation	Vacation	Vacation	Vacation	Vacation	Vacation	Vacation				
Janelle Vacation										Vacation	Vacation	Vacation	Vacation	Vacation									TBD - Janelle to confirm

Construction Schedule

Status Date: Tue 9/7/21

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2021												2022													
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul								
1		Millersburg Fire Station 15	311 days	Tue 3/9/21	Tue 5/31/22																												
2		Bid Day	0 days	Tue 3/9/21	Tue 3/9/21		City of Millersburg																										
3		Intent to Award	0 days	Mon 3/15/21	Mon 3/15/21	2	City of Millersburg																										
4		Notice of Award and Contract Issued	0 days	Wed 3/24/21	Wed 3/24/21	3	City of Millersburg																										
5		Contract Returned Signed by Wildish	5 days	Wed 3/24/21	Tue 3/30/21	4	Wildish Building Co.																										
6		Contract Fully Executed and Returned to Wildish	2 days	Wed 3/31/21	Thu 4/1/21	5	City of Millersburg																										
7		Notice to Proceed	0 days	Thu 4/1/21	Thu 4/1/21	6FF	City of Millersburg																										
8		Preconstruction Meeting	1 day	Tue 4/6/21	Tue 4/6/21	5FS+4 days	Wildish Building Co.																										
9		Subcontracts Issued	20 days	Fri 4/2/21	Thu 4/29/21	7	Wildish Building Co.																										
10		Pre-Construction Submittals	30 days	Fri 4/2/21	Thu 5/13/21	7	Wildish Building Co.																										
11		1200C Permit Application	20 days	Wed 4/7/21	Tue 5/4/21	8	Wildish Building Co.																										
12		Mobilization	243 days	Wed 5/5/21	Fri 4/22/22																												
13		Erosion Control	1 day	Mon 5/10/21	Mon 5/10/21	11FS+3 days	Wildish Construction Co.																										
14		Equipment Mob	1 day	Wed 5/5/21	Wed 5/5/21	11	Wildish Construction Co.																										
15		Survey	1 day	Wed 5/5/21	Wed 5/5/21	14SS	Lazer Site Surveying																										
16		Civil/Site	237 days	Thu 5/13/21	Fri 4/22/22																												
17		Excavation, Grading, Import	10 days	Thu 5/13/21	Wed 5/26/21	67	Wildish Construction Co.																										
18		Underslab Utilities Rough In	12 days	Mon 6/14/21	Tue 6/29/21	17FS-5 days	Brothers Plumbing, Superior Electric, JET Industries, Wildish Construction Co.																										
19		Primary Power Underground Rough In	10 days	Fri 10/15/21	Thu 10/28/21	25,31	Pacific Power, Wildish, Superior																										
20		Site Lighting Conduits and Pole Bases	6 days	Fri 10/29/21	Fri 11/5/21	19	Superior																										
21		Sleeve for Natural Gas	3 days	Fri 10/29/21	Tue 11/2/21	19	Wildish Construction Co.																										
22		Natural Gas Line Install	3 days	Wed 11/3/21	Fri 11/5/21	21	NWNG																										
23		Comcast Conduit to Building	4 days	Wed 11/3/21	Mon 11/8/21	21	Comcast																										
24		Stormwater System North & South	20 days	Wed 6/23/21	Wed 7/21/21	18FS-5 days	Wildish Construction Co.																										
25		Stormwater East & West	5 days	Thu 9/2/21	Tue 9/14/21	26	Wildish Construction Co.																										
26		Storm Piping to Outfall	6 days	Thu 9/2/21	Fri 9/10/21		Wildish Construction Co.																										
27		Grading Swales & Ponds	6 days	Thu 9/2/21	Wed 9/15/21	26	Wildish Construction Co.																										
28		Strom Piping to Swales & Ponds	5 days	Thu 9/16/21	Wed 9/22/21	27	Wildish Construction Co.																										
29		Public Road - Excavation, Grading, Import	20 days	Thu 7/8/21	Wed 8/4/21	24FS-10 days	Wildish Construction Co.																										
30		Hot Tap Water Main	1 day	Tue 9/21/21	Tue 9/21/21		AA																										
31		Water Main Line Install	20 days	Thu 9/2/21	Thu 10/14/21	30	Wildish Construction Co.																										
32		Grading Courtyard	2 days	Tue 1/4/22	Wed 1/5/22	135,136,134	Wildish Construction Co.																										
33		Courtyard Fence Posts	5 days	Thu 1/6/22	Wed 1/12/22	32	Wildish Building Co.																										
34		Courtyard Concrete Slab	5 days	Thu 1/13/22	Wed 1/19/22	33	Wildish Construction Co.																										
35		Courtyard Bench Footing	5 days	Thu 1/20/22	Wed 1/26/22	34	Wildish Building Co.																										
36		Courtyard Bench Install	4 days	Thu 1/27/22	Tue 2/1/22	35	Wildish Building Co.																										
37		Courtyard Fence Install	5 days	Thu 1/27/22	Wed 2/2/22	35	JR Swigart Roofing																										
38		Public Road - Concrete Curb/Gutter, Sidewalks	25 days	Mon 12/13/21	Mon 1/24/22	31FS-5 days,61	Wildish Construction Co.																										
39		Sleeving for Irrigation	2 days	Thu 1/6/22	Fri 1/7/22	32	Wildish Construction Co.																										
40		Pour Flag Pole Bases	4 days	Thu 2/3/22	Tue 2/8/22	37	Wildish Building Co.																										



Construction Schedule

Item 6)

Status Date: Tue 9/7/21

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2021												2022					
								Feb	Mar	Qtr 2, 2021		Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022		Qtr 2, 2022		Qtr 3,			
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
41		Install Site Bollards	4 days	Thu 2/3/22	Tue 2/8/22	37	Wildish Building Co.																	0%	
42		Sidewalks, Curb/Gutter, Conc Pads	30 days	Thu 1/20/22	Fri 3/4/22	34,39	Wildish Construction Co.																	0%	
43		Public Road & Civil Onsite - Asphalt Paving	15 days	Mon 3/7/22	Fri 3/25/22	38,42	North Santiam Paving Co.																	0%	
44		Install Flag Poles	2 days	Mon 3/28/22	Tue 3/29/22	43	Wildish Building Co.																	0%	
45		Emergency Signal @Old Salem Rd.	20 days	Mon 3/28/22	Fri 4/22/22	43																		0%	
46		Public Road & Civil Onsite - Striping, Wheel Stops, Barricade, Gate, ADA & Lot Signage	15 days	Mon 3/28/22	Fri 4/15/22	43	B&T Striping and Curbing																	0%	
47		Utility Court Area	122 days	Tue 7/13/21	Tue 1/11/22																			33%	
48		RFI's 39,40 & 41	15 days	Tue 7/13/21	Mon 8/2/21		Wildish Building Co.																	100%	
49		Complete Design	15 days	Tue 8/3/21	Mon 8/23/21	48	Owner																	100%	
50		Sub Pricing & Submittals	20 days	Tue 8/24/21	Tue 9/21/21	49	All Subs																	50%	
51		Order Materials	2 days	Wed 9/22/21	Thu 9/23/21	50	All Subs																	0%	
52		Order Rebar	10 days	Wed 9/22/21	Tue 10/5/21	50	R2M2 Reinforcing																	0%	
53		Survey and Layout	1 day	Tue 8/24/21	Tue 8/24/21	49	Lazersite																	100%	
54		Excavate & Rock	3 days	Wed 8/25/21	Fri 8/27/21	53	Wildish Construction Co.																	100%	
55		Form & Pour Footings	7 days	Wed 10/6/21	Thu 10/14/21	54,52	Wildish Building Co.																	0%	
56		Cure Footings	7 days	Fri 10/15/21	Mon 10/25/21	55	Wildish Building Co.																	0%	
57		CMU Walls	10 days	Tue 10/26/21	Mon 11/8/21	56	Haps Masonry																	0%	
58		Electrical Underslab Rough In Slabs	5 days	Tue 11/9/21	Mon 11/15/21	57	Superior																	0%	
59		Rock Fill for Slabs	3 days	Tue 11/16/21	Thu 11/18/21	58	Wildish Construction Co.																	0%	
60		Form & Pour Slabs	7 days	Fri 11/19/21	Wed 12/1/21	59	Wildish Construction Co.																	0%	
61		Cure Slabs	7 days	Thu 12/2/21	Fri 12/10/21	60	Wildish Construction Co.																	0%	
62		Pour Housekeeping Pads for Equipment	4 days	Mon 12/13/21	Thu 12/16/21	61	Wildish Building Co.																	0%	
63		Cure Housekeeping Pads	7 days	Fri 12/17/21	Tue 1/4/22	62	Wildish Building Co.																	0%	
64		Install Electrical Gear at Generator Pad	5 days	Mon 12/13/21	Fri 12/17/21	61	Superior																	0%	
65		Install ODU- 1A & 1B	5 days	Wed 1/5/22	Tue 1/11/22	63	JET Industries																	0%	
66		Building Structure	145 days	Tue 5/11/21	Fri 12/3/21																				
67		Access Road Cut In for Pad Earthwork	2 days	Tue 5/11/21	Wed 5/12/21	13,14,15	Wildish Construction Co.																	100%	
68		Building Pad - Strip Veg, Excavation, Grading, Import	13 days	Thu 5/13/21	Tue 6/8/21	67	Wildish Construction Co.																	100%	
69		Building Slab - MEP Under Slab, Inspection, Backfill	15 days	Wed 6/9/21	Tue 6/29/21	68	Brothers Plumbing,JET Industries,Superior Electric,Wildish Construction Co.																	100%	
70		Building Slab - Form	11 days	Wed 6/9/21	Wed 6/23/21	68	Wildish Building Co.																	100%	
71		Building Slab - Vapor Barrier, Reinforcing	2 days	Thu 6/24/21	Fri 6/25/21	70	Wildish Building Co.,R2M2 Reinforcing																	100%	
72		Building Slab - Pour	1 day	Wed 7/7/21	Wed 7/7/21	69,71	LaRusso Concrete,Wildish Building Co.																	100%	
73		Water Cure Slab	6 days	Wed 7/7/21	Wed 7/14/21	69,71	Wildish Building Co.																	100%	
74		Building Slab - Strip Forms	4 days	Thu 7/15/21	Tue 7/20/21	73	Wildish Building Co.																	100%	
75		Seal and Harden Apparatus Bay Slab	1 day	Thu 7/15/21	Thu 7/15/21	73	CRJ																	100%	
76		Stem Walls - Form, Reinforcing, Pour, Strip Forms	15 days	Mon 7/19/21	Fri 8/6/21	74FS-2 days	Wildish Building Co.																	100%	
77		Framing Walls and Roof Grids C-G	28 days	Mon 8/9/21	Thu 9/16/21	76	Northwest Framing Systems																	75%	
78		Erect Steel Columns	1 day	Wed 8/25/21	Wed 8/25/21	76	Norse Ironworks																	100%	
79		Framing Walls and Roof Grids C-A	23 days	Mon 9/20/21	Wed 10/20/21	77	Northwest Framing Systems																	0%	

Construction Schedule

Item 6)

Status Date: Tue 9/7/21

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 Jun	2021 Jul	2021 Aug	2021 Sep	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	2022 May	2022 Jun	2022 Jul
119	📌	Flashing at Bottom of Wall Grids A-C	2 days	Mon 10/25/21	Tue 10/26/21	82	Swigart,Siding Specialist									0%									
120	📌	WRB Install Grids C-G	5 days	Tue 9/21/21	Mon 9/27/21	118SS+1 day	Home Insulation									0%									
121	📌	WRB Install Grids A-C	5 days	Wed 10/27/21	Tue 11/2/21	119	Home Insulation									0%									
122	📌	Flashing at Windows and Doors Grids C-G	2 days	Tue 9/28/21	Wed 9/29/21	120	Swigart,Siding Specialists									0%									
123	📌	Flashing at Windows and Doors Grids A-C	2 days	Wed 11/3/21	Thu 11/4/21	121	Swigart,Siding Specialists									0%									
124	📅	Overhead Door Measure and Order	59 days	Mon 9/20/21	Mon 12/13/21		Overhead Door												0%						
125	📌	Overhead Door Install	10 days	Tue 12/14/21	Tue 1/4/22	124	Overhead Door												0%						
126	📌	Hollow Metal Frames, Doors & Hardware Install	2 days	Fri 11/5/21	Mon 11/8/21	123	TGC												0%						
127	📌	Exterior Aluminum Storefront Door & Windows Grids C-G	10 days	Fri 11/5/21	Thu 11/18/21	122,123	Smith Glass												0%						
128	📌	Pre Cast Panel Install (siding)	4 days	Wed 11/3/21	Mon 11/8/21	121	Wildish Building Co.												0%						
129	📌	Exterior Insulation Install Grids C-G	5 days	Thu 9/30/21	Wed 10/6/21	122	Home Insulation									0%									
130	📌	Exterior Insulation Install Grids A-C	7 days	Fri 11/5/21	Mon 11/15/21	123	Home Insulation									0%									
131	📌	Rain Screen PT Nailers Install Grids C-G	5 days	Thu 10/7/21	Wed 10/13/21	129	Siding Specialists									0%									
132	📌	Rain Screen PT Nailers Install Grids A-C	7 days	Tue 11/16/21	Wed 11/24/21	130	Siding Specialists									0%									
133	📌	Install Wall Louvers	4 days	Wed 11/3/21	Mon 11/8/21	120,121	JET									0%									
134	📌	Metal Siding Install Grids C-G	15 days	Mon 11/29/21	Fri 12/17/21	132,131	Swigart									0%									
135	📌	Metal Siding Install Grids A-C	20 days	Mon 11/29/21	Mon 1/3/22	132,131	Swigart									0%									
136	📌	Fiber Cement Siding Install Grids C-G	35 days	Thu 9/23/21	Fri 11/12/21	118	Siding Specialist									0%									
137	📌	Fiber Cement Siding Install Grids A-C	35 days	Tue 11/9/21	Mon 1/10/22	128	Siding Specialist									0%									
138	📌	Exterior Paint	30 days	Tue 1/11/22	Mon 2/21/22	136,137	John Kilty Painting									0%									
139	📌	Install Downspouts	2 days	Tue 2/22/22	Wed 2/23/22	138	Swigart												0%						
140	📌	Landscape	38 days	Mon 2/28/22	Wed 4/20/22																		0%		
141	📌	Fence, Screening, Gates	15 days	Mon 3/7/22	Fri 3/25/22	42,138,78	Norse Ironworks																0%		
142	📌	Landscaping	25 days	Mon 2/28/22	Fri 4/1/22	42FS-5 days	Rexus																0%		
143	📌	Seeding	3 days	Mon 4/18/22	Wed 4/20/22	142,46	Anderson's Erosion Control																0%		
144	📌	Closeout	69 days	Wed 2/23/22	Mon 5/30/22																		0%		
145	📌	Testing and Balancing	5 days	Wed 2/23/22	Tue 3/1/22	105	JET Industries																0%		
146	📌	Building Flush Out	5 days	Wed 3/2/22	Tue 3/8/22	145	Wildish Building Co.																0%		
147	📌	Commissioning	5 days	Mon 4/4/22	Fri 4/8/22	105,106,110,113,142	Wildish Building Co.,Brothers Plumbing,City of Mille																0%		
148	📌	Certificate of Occupancy	12 days	Mon 4/11/22	Tue 4/26/22	147	Wildish Building Co.,City of Millersburg																0%		
149	📅	Substantial Completion	0 days	Mon 5/2/22	Mon 5/2/22	148	Wildish Building Co.																	5/2	
150	📌	Punch List	5 days	Wed 3/9/22	Tue 3/15/22	146	Owner																0%		
151	📌	Punch List Request	1 day	Mon 5/2/22	Mon 5/2/22	149	Wildish Building Co.																0%		
152	📌	Punch List Walkthrough/Drafted/Distributed	3 days	Mon 5/2/22	Wed 5/4/22	151SS	City of Millersburg																0%		
153	📌	Punch List Completed	18 days	Thu 5/5/22	Mon 5/30/22	152	Wildish Building Co.																0%		
154	📌	OFOI Furniture & Equipment	18 days	Thu 5/5/22	Mon 5/30/22	152	City of Millersburg																0%		
155	📌	Close Out Package Submittal	20 days	Tue 5/3/22	Mon 5/30/22	151	Wildish Building Co.																0%		
156	📅	Final Completion	0 days	Tue 5/31/22	Tue 5/31/22	153,148	Wildish Building Co.																	5/31	



TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: City Staff

DATE: September 9, 2021 for Council Meeting September 14, 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.

Morningstar Sewer Lift Station Repair

Issues were identified with the lift station last spring. Due to supply chain issues, the parts required for the repair were unavailable until now. Work is scheduled to begin the week of 9/7 and will last approximately two to three weeks.

Street Maintenance Projects

Contracts have been awarded for crack sealing, surface treatment, and curb painting this summer/fall.

- Crack Sealing
Where: Becker Ridge area and parts of Millersburg Drive
When: September 20 (tentative)
- Curb Painting
Where: In front of fire hydrants in the Morningstar and Sweetwater neighborhoods, in front of all mailbox pods, adjacent to the south entrance to the park on Zuhlke Lane, and the west end of 54th Ave.
When: September 9-10
- Surface Treatment
Where: Streets south and east of the park
When: Completed on August 19-20

City Hall Parking Lot Striping

A contract has been awarded for the cleaning and restriping of the City Hall parking lot. The work is anticipated to be conducted sometime this fall.

North Oak Drainage

Work will be conducted to install a pipe and stormwater inlet along the north side of the North Oak subdivision detention basin. Additional grading work will also be performed to help with storm water conveyance from homes neighboring the North Oak subdivision. The work is scheduled to begin the week of 9/7.

Crooks Creek Mowing

Work to cut and clear vegetation around Crooks Creek to maintain conveyance capacity is tentatively scheduled to be completed between September 18-28.

Housing Needs Analysis and Buildable Lands Inventory

The consultant has been coordinating with staff on the data required to complete the study. The consultant is nearing completion of the first draft, which staff will review.

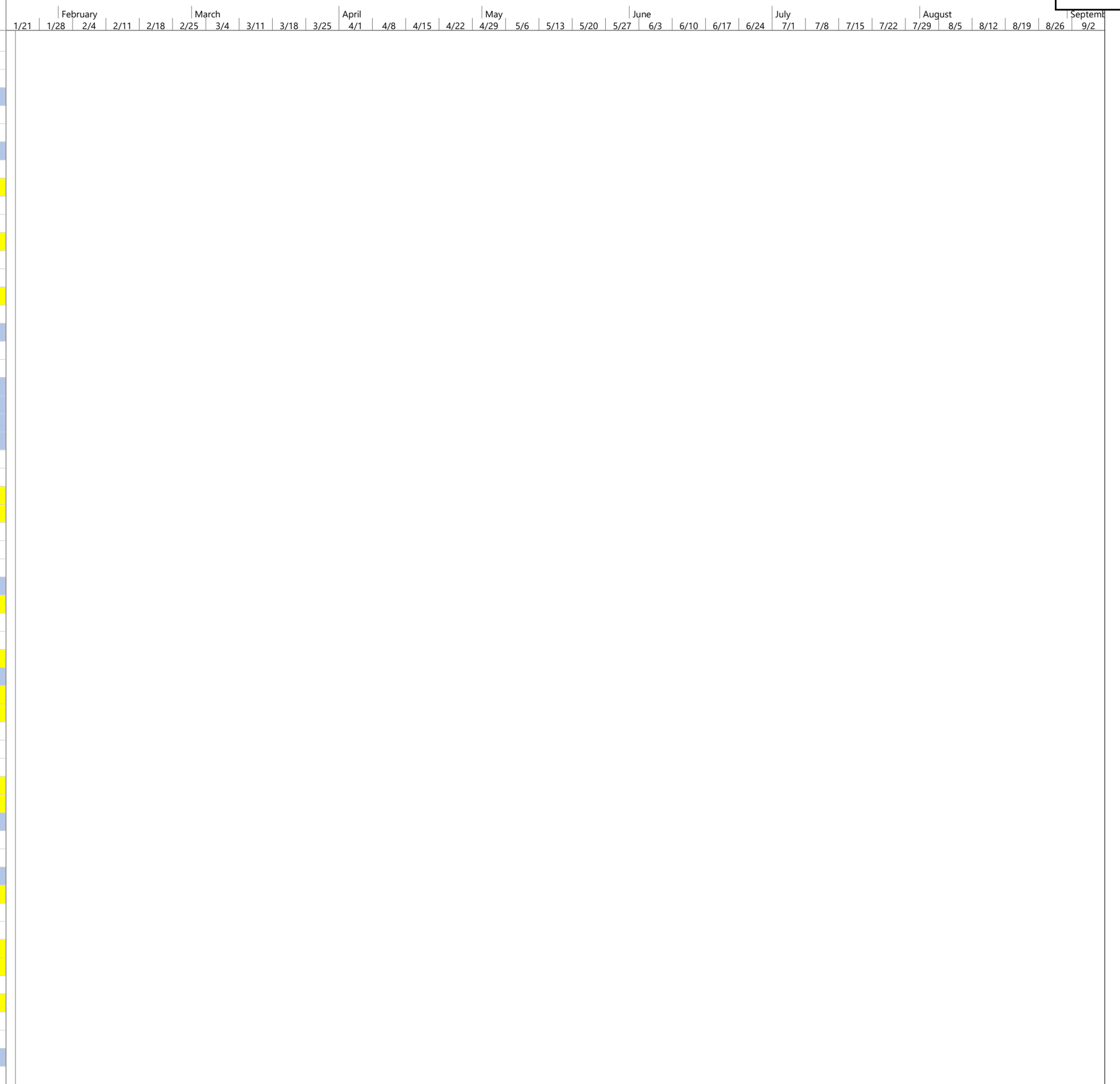
City GIS Page

We are very happy to announce that the City has a new GIS mapping web page. There is a link to this new service on the bottom of the main City web page, or the service can be found here -

<https://gis.co.linn.or.us/portal/apps/webappviewer/index.html?id=5d1eecb413f84605bc6d702f58857bed>.

Our new Community Development Director worked directly with the County to set this up. It cost the City nothing thanks to the great service provided by the County. This is essentially a re-skinned version of the County GIS map viewer but with all non-Millersburg items removed. We also have full City branding on the new map service, so it looks like our service, not the County's. The aerial imagery is from 2021, more current than Google maps.

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
1	?	Millersburg Tasks				
2	?					
3	✓	Charter and Council	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	?	Ordinances and Code	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	238 days	Fri 1/1/21	Tue 11/30/21	Kevin,Janelle
9	?	Comprehensive Plan Update	521 days	Fri 1/1/21	Fri 12/30/22	Matt,John
10	?					
11	?	Policies, Procedures, and Standards	260 days	Fri 1/1/21	Thu 12/30/21	
12	?	Billing policies				Kim
13	?					
14	?	Safety procedures and training	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	?	Budget	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	?	Equipment life/replacement costs tracking	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	?	City Hall work	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	216 days	Fri 1/1/21	Fri 10/29/21	
33	?					
34	?	Planning, Building, and Development	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	216 days	Fri 1/1/21	Fri 10/29/21	
38	?	Implementation of Caselle community development mod	261 days	Fri 1/1/21	Fri 12/31/21	Matt Straite, Kim
39	?					
40	?	Economic Development	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	138 days	Wed 2/10/21	Fri 8/20/21	Kevin
45	?					
46	?	Fire Station	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	?	Parks	195 days	Fri 1/1/21	Thu 9/30/21	
51	?	Coating of walls and floors in restrooms			Fri 11/26/21	Randy
52	?	Repair/replace roofs on park restroom buildings			Fri 11/26/21	Randy
53	?					
54	?	Parks SDC analysis and update	156 days	Tue 2/9/21	Tue 9/14/21	Janelle
55	?					
56	?	Transportation/Streets	261 days	Fri 1/1/21	Fri 12/31/21	
57	✓	Kathryn Lane Repair	86 days	Fri 1/1/21	Fri 4/30/21	
58	?	Multiseuse Path along Woods Road	261 days	Fri 1/1/21	Fri 12/31/21	



Project: Task List
Date: Wed 9/8/21

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	Pred	Resource Names	Gantt Chart (1/21 to 9/2)																											
59		Beauty Strips Along Woods Road North	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
60								[Gantt bar from 1/1/21 to 12/31/21]																											
61		Stormwater	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
62		Crooks Creek north trib project	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
63		Becker Ridge Detention Ponds Modifications	395 days	Mon 4/27/20	Fri 10/29/21		Janelle	[Gantt bar from 4/27/20 to 10/29/21]																											
64								[Gantt bar from 1/1/21 to 12/31/21]																											
65		Water	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
66		Water Management and Conservation Plan Update	197 days	Tue 5/25/21	Wed 2/23/22		Janelle	[Gantt bar from 5/25/21 to 2/23/22]																											
67		Water Master Plan - submit finance component	238 days	Tue 5/4/21	Thu 3/31/22		Janelle	[Gantt bar from 5/4/21 to 3/31/22]																											
68								[Gantt bar from 1/1/21 to 12/31/21]																											
69		Sewer	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
70		Morningstar Lift Station emergency repair	195 days	Fri 1/1/21	Thu 9/30/21		Janelle	[Gantt bar from 1/1/21 to 9/30/21]																											
71		Crooks Creek Lift Station controls upgrade	154 days	Mon 3/1/21	Thu 9/30/21			[Gantt bar from 3/1/21 to 9/30/21]																											
72								[Gantt bar from 1/1/21 to 12/31/21]																											
73		Miscellaneous	261 days	Fri 1/1/21	Fri 12/31/21			[Gantt bar from 1/1/21 to 12/31/21]																											
74		Change city name for addressing	261 days	Fri 1/1/21	Fri 12/31/21		Kevin,Matt	[Gantt bar from 1/1/21 to 12/31/21]																											

Project: Task List
Date: Wed 9/8/21

	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		



TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: September 7, 2021 for the September 14, 2021 City Council Meeting
 SUBJECT: Adoption of Park Systems Development Charges (SDCs)

Action Requested:

Adoption of Park Systems Development Charge (SDC) methodology and fees, as presented at the August 10th public hearing.

Discussion:

The City held a public hearing on August 10, 2021 regarding the adoption Millersburg's SDC study revising the methodology and fees for parks.

The methodology, when applied to the project lists, establishes maximum allowable fees. The revised maximum allowable SDCs for a typical residential dwelling unit, based on the changes described above, are shown in the table below, along with comparisons to other nearby communities.

Summary of SDCs	Current	Revised
Transportation	\$6,381	\$6,381
Water	\$3,295	\$3,295
Wastewater	\$4,655	\$4,655
Stormwater	\$660	\$660
Parks	\$1,200	\$3,627
Total	\$16,191	\$18,618

City	SDCs effective	Total SDC	Median Home Cost (MHC)*	SDC to MHC
Millersburg	Rev 9/14/2021	\$18,618	\$384,700	4.8%
Millersburg	Rev 7/14/2020	\$16,191	\$384,700	4.2%
Albany	7/1/2019	\$12,247	\$275,200	4.5%
Philomath	1/1/2019	\$26,172	\$311,200	8.4%
Lebanon	7/1/2019	\$12,445	\$220,500	5.6%
Sweet Home	2/25/2005	\$1,839	\$206,800	0.9%
Jefferson	7/1/2019	\$13,132	\$243,300	5.4%
Salem	7/1/2019	\$16,963	\$282,600	6.0%
Corvallis	4/1/2020	\$17,024	\$378,300	4.5%

*MHC values from <https://www.bestplaces.net/housing/city/oregon/millersburg>

No public comment has been received to date, including before or during the August 10, 2020 public hearing.

Recommendation:

Staff recommends Council adoption of the proposed SDC methodology, updated project lists, and updated SDC fees.

Attachment(s):

- Resolution 2021-16, Adopting a Methodology for Calculating Park Systems Development Charges
 - Exhibit A, *Methodology Report Park System Development Charges*
- Resolution 2021-17, Adopting a Park Systems Development Charge Capital Projects List
 - Exhibit A, *SDC Capital Project List - Parks*
- Resolution 2021-18, Adopting a Fee Schedule for Park Systems Development Charge
 - Exhibit A, *SDC Fee Schedule - Parks*

RESOLUTION 2021-16

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON,
ADOPTING A METHODOLOGY FOR CALCULATING PARK SYSTEMS DEVELOPMENT
CHARGE**

WHEREAS, to provide the necessary funding for capital improvements identified in the City Parks Master Plan documents, the Council began the process of updating the City's Park Systems Development Charge (SDC) program; and,

WHEREAS, the Council adopted Ordinance No. 164 – Amending the Millersburg Municipal Code by Adopting Chapter 15.16, Systems Development Charges on October 8, 2019, and Ordinance No. 172-20 – Amending the Millersburg Municipal Code by Revising Chapter 15.16, Systems Development Charges (the “Ordinances”), effective July 9, 2020; and,

WHEREAS, pursuant to the Ordinances and ORS 223.304, the City must adopt a methodology to establish reimbursement fees and improvement fees for collection and expenditure as part of the City SDC program; and,

WHEREAS, in February, 2021, the City began the process of developing a new Parks SDC methodology and sought input from interested stakeholders through meetings and notifications; and,

WHEREAS, the City published a draft SDC methodology report for public review in June 2021, at least 60 days prior to a public hearing on the draft methodology and received no substantive comments,

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

1. The Council finds that the assumptions and methods for calculating park SDCs described in the attached Exhibit A, *Methodology Report Park System Development Charges* are in the public interest and necessary to serve future needs of the residents of the City; and,
2. Resolution No. 2008-10, Adopting a Public Park Fee, is hereby repealed; and,
3. The *Methodology Report Park System Development Charges*, attached as Exhibit A, is hereby adopted.

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

Duly Passed by the City Council this 14th day of September, 2021.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder



Methodology Report
Park System Development Charges

Prepared for CITY OF MILLERSBURG | June 7, 2021



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Introduction

Oregon legislation establishes guidelines for the calculation of system development charges (SDCs). Within these guidelines, local governments have latitude in selecting technical approaches and establishing policies related to the development and administration of SDCs. A discussion of this legislation follows.

SDC Legislation in Oregon

In the 1989 Oregon state legislative session, a bill was passed that created a uniform framework for the imposition of SDCs statewide. This legislation (Oregon Revised Statute [ORS] 223.297-223.314), which became effective on July 1, 1991, (with subsequent amendments), authorizes local governments to assess SDCs for the following types of capital improvements:

- Drainage and flood control
- Water supply, treatment, and distribution
- Wastewater collection, transmission, treatment, and disposal
- Transportation
- Parks and recreation

The legislation provides guidelines on the calculation and modification of SDCs, accounting requirements to track SDC revenues and expenditures, and the adoption of administrative review procedures.

SDC Structure

SDCs can be developed around two concepts: (1) a reimbursement fee, and (2) an improvement fee, or a combination of the two. The **reimbursement fee** is based on the costs of capital improvements *already constructed or under construction*. The legislation requires the reimbursement fee to be established or modified by an ordinance or resolution setting forth the methodology used to calculate the charge. This methodology must consider the cost of existing facilities, prior contributions by existing users, gifts or grants from federal or state government or private persons, the value of unused capacity available for future system users, rate-making principles employed to finance the capital improvements, and other relevant factors. The objective of the methodology must be that future system users contribute no more than an equitable share of the capital costs of *existing* facilities. Use of reimbursement fee revenues are restricted only to capital expenditures for the specific system which they are assessed, including debt service.

The methodology for establishing or modifying an **improvement fee** must be specified in an ordinance or resolution that demonstrates consideration of the *projected costs of capital improvements identified in an adopted plan and list*, that are needed to increase capacity in the system to meet the demands of new or expanded development. Use of revenues generated through improvement fees are dedicated to capacity-increasing capital improvements or the repayment of debt on such improvements. An increase in capacity is established if an

improvement increases the level of service provided by existing facilities or provides new facilities.

In many systems, growth needs will be met through a combination of existing available capacity and future capacity-enhancing improvements. Therefore, the law provides for a **combined fee** (reimbursement plus improvement component).

Credits

The legislation requires that a credit be provided against the improvement fee for the construction of “qualified public improvements” by a developer or other private party. Qualified public improvements are improvements that are required as a condition of development approval, identified in the system’s capital improvement program, and either (1) not located on or contiguous to the property being developed, or (2) located in whole or in part, on or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.

Update and Review

The methodology for establishing or modifying improvement or reimbursement fees shall be available for public inspection. The local government must maintain a list of persons who have made a written request for notification prior to the adoption or amendment of such fees. The legislation includes provisions regarding notification of hearings and filing for reviews. “Periodic application of an adopted specific cost index or... modification to any of the factors related to the rate that are incorporated in the established methodology” are not considered “modifications” to the SDC methodology. As such, the local government is not required to adhere to the notification provisions under these circumstances. The criteria for making adjustments to the SDC rate, which do not constitute a change in the methodology, are further defined as follows:

- “Factors related to the rate” are limited to changes to costs in materials, labor, or real property as applied to projects in the required project list.
- The cost index must consider average change in costs in materials, labor, or real property and must be an index published for purposes other than SDC rate setting.

The notification requirements for changes to the fees that *do* represent a modification to the methodology are 90-day written notice prior to first public hearing, with the SDC methodology available for review 60 days prior to public hearing.

Other Provisions

Other provisions of the legislation require:

- Preparation of a capital improvement program or comparable plan (prior to the establishment of an SDC), that includes a list of the improvements that the jurisdiction intends to fund in whole or in part with SDC revenues and the estimated timing, cost, and eligible portion of each improvement.

- Deposit of SDC revenues into dedicated accounts and annual accounting of revenues and expenditures, including a list of the amount spent on each project funded, in whole or in part, by SDC revenues.
- Creation of an administrative appeals procedure, in accordance with the legislation, whereby a citizen or other interested party may challenge an expenditure of SDC revenues.

The parks SDC methodology presented in this report has been prepared in accordance with Oregon SDC requirements.

Note: The calculations contained in this report were produced using numbers that extend beyond the decimal places shown in the tables presented, so slight variations exist due to rounding. These variations are not material.

Park SDC Methodology

The methodology used to calculate parks SDCs begins with determination of the “cost basis” (the costs in aggregate associated with meeting the capacity needs of growth). Then, growth costs are divided by the projected growth units (population and employees) to determine the system-wide unit costs of capacity. Finally, the SDC schedule is developed which identifies how the system-wide costs will be assessed to individual development types.

Determine Capacity Needs

Park capacity is measured in terms of people served – resident population and nonresident employees. **Table 1** provides population and employment data derived from the United States (U.S.) Census Bureau and other sources.

Table 1

City of Millersburg Parks SDC Analysis
 Park SDC Population and Employment Data

Year	Population ¹	Employment ²	Equivalent Population
Current	2,850	2,050	3,418
2040	5,436	3,927	6,524
Future Growth	2,586	1,877	3,106
% Of 2040			47.6%

¹Source: Certified Population Forecast Portland State University.

²Current from U.S. Census 2018 “On the Map” Inflow Outflow analysis.

Future from Albany Area MPO Regional Transportation Plan (2018 - 2040).

The concept of *equivalent population* is used to recognize different utilization levels of parks by the general population (to estimate residential development needs) and employees (to estimate nonresidential development needs). Employees are assumed to have an equivalency factor significantly less than residents, owing to the limited number of hours available outside of work for park use. Equivalent population assumptions are shown in **Table 2** based on more detailed calculation shown in Appendix A.

Table 2

City of Millersburg Parks SDC Analysis
 Park SDC Equivalent Population Allocation

	Growth Units	Equivalency Factors ¹	Residential Equivalents ²	% Total
Population	2,586	1.00	2,586	83.3%
Employment	1,877	0.28	520	16.7%
Total	4,463		3,106	100%

¹ Based on hours available for park use and portion of workers from outside the city (Appendix A).

² Growth units X equivalency factor.

Develop Cost Basis

The parks SDC methodology is based on a combined reimbursement and improvement fee. The **reimbursement fee** is based on the costs of capital improvements *already constructed or under construction*. The **improvement fee** is based on the *projected* costs of capital improvements identified in an adopted plan and list, that are needed to increase capacity in the system to meet the demands of new or expanded development.

Reimbursement Fee

The reimbursement fee is based on the costs of park improvements and amenities included in the City’s historical bid tabs. The original construction costs have been brought forward to 2020 dollars based on the Engineering News Record (ENR) construction cost index. The improvements shown in **Table 3** were constructed at City Park which is a community-wide park that has capacity to serve both existing and future development. The reimbursement fee cost basis includes 47.6 percent of City Park improvements and amenities, based on new development’s share of projected future equivalent population, from Table 1.

Table 3
City of Millersburg Parks SDC Analysis
Park SDC Reimbursement Fee Cost Basis

	Replacement	Reimbursement	
	Cost	%	\$
City Park			
Landscape	\$81,513	47.6%	\$38,808
Additional rock	\$70,897	47.6%	\$33,753
Park Improvements	\$140,036	47.6%	\$66,670
Park shelter	\$248,207	47.6%	\$118,170
Jogging path improvements	\$120,257	47.6%	\$57,253
Total	\$660,909		\$314,655

Source: City of Millersburg Bid Tabs
April 2020 ENR = 11991

As shown in **Table 3**, the reimbursement cost basis is \$314,655.

Improvement Fee

Table 4 (next page) provides the parks SDC Project List and improvement fee cost basis. The Project List includes improvements to existing parks, new park acquisition, and additional facilities. The majority of the planned improvements will benefit both existing and future development through enhanced levels of service of park and recreation facilities. Therefore, the costs for most improvements are all allocated between existing and future development in proportion to each group’s share of the total future equivalent population (47.6 percent for growth).

Table 4
 City of Millersburg Parks SDC Analysis
 Parks SDC Analysis
 Park SDC Project List

Name	Timing	Total Cost	Future Growth %	Future Growth \$
City Park				
Additional paved access pathways (playground & picnic tables)	2021	\$25,000	47.6%	\$11,902
Replace benches with ADA compliant models	2021	\$10,000	47.6%	\$4,761
Tree replacement/planting & landscape enhancements	2021	\$35,000	0.0%	\$0
North ballfield renovation (regrading & drainage improvements)	2023	\$50,000	47.6%	\$23,805
South ballfield infield mix	2023	\$15,000	47.6%	\$7,141
Playground ramp	2020	\$1,500	47.6%	\$714
Play safety surface refills (engineered wood chips)	2020	\$4,500	47.6%	\$2,142
Volleyball sand (refill)	2022	\$2,000	47.6%	\$952
Tennis court resurfacing	2021	\$30,000	47.6%	\$14,283
Tennis court landscape renovation	2022	\$20,000	0.0%	\$0
Picnic shelter	2025	\$45,000	47.6%	\$21,424
Basketball court & parking lot striping	2023	\$8,000	47.6%	\$3,809
Beyond 5 years				
Pickleball court installation	5+	\$60,000	47.6%	\$28,566
Property acquisition for expansion of City Park (east)	5+	\$450,000	47.6%	\$214,242
Reconfigure park layout to accommodate 2 baseball fields and a soccer field, and additional parking	5+	\$1,250,000	47.6%	\$595,117
City Park Subtotal		\$2,006,000		\$928,859
Acorn Park				
Paved pathways (universal access to all amenities)	2022	\$15,000	47.6%	\$7,141
Playground upgrades	2022	\$20,000	47.6%	\$9,522
Play safety surface refills (engineered wood chips)	2021	\$4,500	47.6%	\$2,142
Accessible benches & picnic tables	2022	\$10,000	47.6%	\$4,761
Picnic shelter (small)	2023	\$25,000	47.6%	\$11,902
Picnic table pads	2022	\$3,000	47.6%	\$1,428
Acorn Park Subtotal		\$77,500		\$36,897
Neighborhood Park Site				
New park acquisition	2021	\$750,000	51.7%	\$387,676
New park acquisition	2024	\$400,000	51.7%	\$206,761
Neighborhood park master plan & development	2026-30	\$750,000	51.7%	\$387,676
Neighborhood Park Site Subtotal		\$1,900,000		\$982,113
Future Sites				
Sports fields and parking in property behind City Hall	5+	\$1,500,000	47.6%	\$714,140
Splash pad installation	5+	\$350,000	47.6%	\$166,633
Future Sites Subtotal		\$1,850,000		\$880,773
Trails/Multi-Use Paths				
Nature Trails	5+	\$300,000	47.6%	\$142,828
Multi-use path between Park and City Hall	5+	\$350,000	47.6%	\$166,633
Multi-use path south of Conser	5+	\$850,000	47.6%	\$404,680
Trails/Multi-Use Paths Subtotal		\$1,500,000		\$714,140
Total		\$7,333,500		\$3,542,782

Source: Parks System Master Plan (April 2020).

In the case of new park acquisition and development, growth is allocated a slightly higher share of costs (51.7 percent) as the existing 0.6 acres associated with Acorn Park is credited against existing development’s future capacity needs. Renovation improvements that do not enhance park capacity are excluded from the improvement fee cost basis (e.g., some landscape improvements).

As shown in Table 4, the total improvement fee cost basis is about \$3.5 million

Develop Unit Costs

To determine the SDC schedule, the system-wide unit costs of capacity are first determined, as shown in **Table 5**. The unit cost calculations begin with allocation of the cost basis between residential and nonresidential development based on each group’s share of future equivalent population. As shown in Tables 1 and 2, total growth in equivalent population is estimated to be 3,106, including 2,586 new residents (83.3 percent) and 520 nonresidential equivalents (16.7 percent). Based on these allocations, residential development is responsible for almost \$3.2 million in project costs, and nonresidential is allocated \$645,841.

Table 5
City of Millersburg Parks SDC Analysis
Park SDC Unit Cost Calculation

	Capital	Growth Compliance	Costs	Growth Res/Emp	\$/Unit
Improvement Fee					
Growth Costs					
Residential	\$2,949,624		\$2,949,624	2,586	\$1,141
Nonresidential	\$593,159		\$593,159	1,877	\$316
Total	\$3,542,782	\$0	\$3,542,782		
Reimbursement Fee					
Growth Costs					
Residential	\$261,973	\$0	\$261,973	2,586	\$101
Nonresidential	\$52,682		\$52,682	1,877	\$28
Total	\$314,655	\$0	\$314,655		
Total					
Growth Costs					
Residential	\$3,211,597	\$0	\$3,211,597	2,586	\$1,242
Nonresidential	\$645,841	\$0	\$645,841	1,877	\$344
Total	\$3,857,437	\$0	\$3,857,437		

The growth capacity units for both residential and nonresidential developments are people; in the case of residential it is total growth in population, and in the case of nonresidential the unit of measure is employment. The growth in population and employment during the 20-year planning period is estimated to be 2,586 and 1,877, respectively. Dividing the residential cost by the total growth in population yields a unit cost per person of \$1,242. Similarly, the unit cost for nonresidential is determined to be \$344 per employee.

Compliance Costs

Compliance costs generally include costs associated with developing the SDC methodology and project list (i.e., a portion of parks planning costs). **Table 6** shows the calculation of the compliance charge per person. SDC methodology updates and annual accounting costs are 100 percent related to new growth, while the parks planning costs are allocated in proportion to equivalent population. Total compliance costs are estimated to be \$115,000 during the

planning period. As with improvement costs, annual compliance costs are allocated to residential and nonresidential in proportion to the equivalent population.

Table 6
City of Millersburg Parks SDC Analysis
Park SDC Compliance Costs

	Total	Amortize	Annual \$	Growth %	Growth \$
Parks Plan Update	\$100,000	10	\$10,000	48%	\$4,761
SDC Methodology Updates	\$14,000	10	\$1,400	100%	\$1,400
Annual Accounting, Reporting	\$1,000	1	\$1,000	100%	\$1,000
Total	\$115,000		Total		\$7,161
Residential Share					\$5,962
Nonresidential Share					\$1,199
Annual Growth					
Residential Share					129
Nonresidential Share					94
Compliance \$/person					
Residential Share					\$46
Nonresidential Share					\$13

SDC Schedule

SDCs are assessed to different development types based on average dwelling occupancy and employee density (employees per thousand square feet), as estimated by local or regional data. Data from the American Community Survey for Millersburg were used to determine the average occupants per household shown in **Table 7**. Estimated employment per 1,000 square feet (sf) reflects regional data for low density communities in Oregon.

Table 7
City of Millersburg Parks SDC Analysis
Parks SDC Schedule

Development Type	Units	SDCr	SDCi	Compliance	Total SDC
Residential (\$/dwelling unit)	pphh¹				
Single-Family	2.82	\$285	\$3,212	\$130	\$3,627
Multifamily	2.14	\$217	\$2,444	\$99	\$2,760
Mobile Home	1.29	\$131	\$1,477	\$60	\$1,668
Nonresidential (\$/1,000 sf)	emp/1000 sf²				
Office	2.9	\$80	\$903	\$37	\$1,020
Retail	2.0	\$56	\$632	\$26	\$714
Industrial & Institutional	1.7	\$47	\$527	\$21	\$595
Warehousing	0.5	\$15	\$171	\$7	\$193

pphh = persons per household

¹ Source: 2017 American Community Survey 5-Year Estimates.

² Metro Urban Growth Report Appendix 6 (Rev. 10/2015); based on outer ring (lowest) densities.

As shown in Table 7, single family dwellings are estimated to average 2.82 persons per household, compared to an average of 2.14 for multifamily and 1.29 for mobile homes. Based on these occupancy levels and the combined park unit cost and compliance charge of about \$1,288 per person, the SDCs for residential dwellings range from \$1,668 (for mobile home) to \$3,627 for single family.

For nonresidential development, the SDC per 1,000 square feet for each nonresidential type is computed by multiplying the cost per employee (\$357 including compliance charge) by the estimated employees per 1,000 sf (ranging from 0.5 to 2.9). The SDC per 1,000 square feet of building area ranges from \$193 for warehouse to \$1,020 for office developments.

Except when the City Engineer has approved an applicant's alternative employment density estimate, the City shall apply the SDCs included in Table 7 (as adjusted for future inflation or changes to the Project List). The SDC rates for any large nonresidential developments where the applicant provides sufficient data to support an alternative estimate of employees per 1,000 sf will be determined based on the cost per employee in effect at the time and the development's specific estimate of employees per 1,000 square feet.

Inflationary Adjustments

In accordance with Oregon statutes, it is recommended that the SDCs be adjusted annually based on a standard inflationary index. Specifically, the City uses the ENR Seattle Construction Cost Index (CCI) as the basis for adjusting the SDCs annually. Costs in this report are based on published data from 2020 (ENR CCI for Seattle = 11,991).

Appendix A – Parks Residential Equivalency

Introduction

Nonresidential development creates demand for parks through employees (living inside or outside the city) that use parks in conjunction with commuting, lunch or other breaks during the workday, company picnics, or other activities, and through overnight visitors that come to the area to recreate or otherwise participate in park-related activities in conjunction with their visit.

While the nexus between nonresidential development and park system capacity needs is accepted, specific assumptions of how much park usage may be attributable to nonresidential development relative to residential development vary across jurisdictions and often reflect local policy considerations. The impact on parks from employees and visitors relative to residents is referred to as the “residential equivalency.”

Hours of Opportunity Model

The SDC methodology determines the residential equivalency for employees based on an “hours of opportunity” model. This approach establishes estimated park usage based on the number of hours different types of users have available during the day to visit parks. It assumes that employees – both resident and nonresident – have opportunities to use parks during the weekdays for a limited time (generally right before or after work and during breaks). In comparison, residents are assumed to have potential use of parks during non-work or school hours (for employed adults or school age children), or throughout the day (in the case of residents who are unemployed or otherwise not in the work force). Nonresident employees are generally assumed to have the lowest potential park use opportunity due to the need to travel from outside the service area.

Table A-1 (next page) provides the detailed assumptions related to hours of park use available to resident and nonresident groups. The assumptions shown in the table are identical to those used by many other agencies in Oregon. The calculated residential equivalency factors from an hours of opportunity approach vary based on the demographics of the specific service area, and whether the nonresidential development impact is assumed to include park usage from both workers living inside the service area and outside, or just outside the area (as in the case of the City’s SDC methodology).

Table A-1
 City of Millersburg Parks SDC Analysis
 Weighted Average Park Availability Hours by Class

Season/Period	Residents				
	Not-Employed Adult	Kids (5-17)	Employed Inside	Employed Outside	Non-Resident Employee
Summer (Jun-Sep)					
Weekday					
Before Work			1		1
Breaks			1		1
After Work			2		2
Other Leisure	12	12	2	2	0
Subtotal	12	12	6	2	4
Weekend					
Leisure	12	12	12	12	0
Subtotal	12	12	12	12	0
Hours/Day	12.00	12.00	7.71	4.86	2.86
Spring/Fall (Apr/May, Oct/Nov)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			1		1
Other Leisure	10	4	2	2	0
Subtotal	10	4	4.5	2	2.5
Weekend					
Leisure	10	10	10	10	0
Subtotal	10	10	10	10	0
Hours/Day	10.00	5.71	6.07	4.29	1.79
Winter (Dec-Mar)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			0.5		0.5
Other Leisure	8	2	1	1	0
Subtotal	8	2	3	1	2
Weekend					
Leisure	8	8	8	8	0
Subtotal	8	8	8	8	0
Hours/Day	8.00	3.71	4.43	3.00	1.43
Annual Average					
Weighted Hours	10.00	7.14	6.07	4.05	2.02

Application of Model to Millersburg Demographic Data

Table A-2 (next page) provides the demographic data used to determine the seasonally weighted average number of hours available for park use per person per day for residents (7.22) and nonresident employees (2.02).

Table A-2
City of Millersburg Parks SDC Analysis
Estimation of Potential Park Use

Category	Persons	Avg. Hours/ Person/Day	Person Hours/Day	% Total
Residents				
Kids (5-17) ²	335	7.14	2,392	14%
Non-Employed Adults ³	778	10.00	7,779	45%
Employed Adults ¹				
Work In City	23	6.07	140	1%
Work out of City	664	4.05	2,687	16%
Subtotal	1,800	7.22	12,998	76%
Nonresidents				
Employed Adults	2,027	2.02	4,101	24.0%
Total in Jobs City	2,050		17,100	100%

¹U.S. Census 2019 ACS 5-Year Estimates Table S0101

²U.S. Census 2018 On the Map Inflow Outflow analysis

Table A-3 shows the calculation of the residential equivalency per employee based on the assumptions in Table A-1 and A-2. The residential equivalency of 0.28 is the product of the nonresident employee usage factor ($7.22/2.02 = 0.28$) and the portion of employees that work in the area but live outside (99 percent).

Table A-3
City of Millersburg Parks SDC Analysis
Residential Equivalency per Employee

Category	Value	Factor
Average Hours/person/day		
Resident weighted average	7.22	
Nonresident employee	2.02	0.28
Employees working in District ¹		
Living in City	23	
Living outside City	2,027	99%
Total	2,050	
Residential Equivalency per Employee		0.28

¹U.S. Census 2018 On the Map Inflow Outflow analysis

RESOLUTION 2021-17

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON,
ADOPTING A PARK SYSTEMS DEVELOPMENT CHARGE
CAPITAL PROJECTS LIST**

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 September 14, 2021, the Council of the City of Millersburg adopted Resolution No. 2021-16 – Adopting a Methodology for Calculating Systems Development Charges; and,

WHEREAS, pursuant to ORS 223.309 and Millersburg Municipal Code Section 15.16.090 the Council must adopt a Capital Projects List of the capital improvements to be funded wholly or in part by SDCs; and,

WHEREAS, the Capital Projects List must include the estimated costs, timing, and percentage of costs for each improvement that the City intends to fund, in whole or in part, with improvement fee revenues,

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

1. Resolution 2014-9 Exhibit B, Capital Improvement List for Parks is hereby repealed; and,
2. Exhibit A shall be adopted as the SDC Capital Projects List for parks; and,
3. Pursuant to the Ordinances, the SDC Capital Projects List may be modified at any time by separate resolution adopted by the City Council.

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

Duly Passed by the City Council this 14th day of September, 2021.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

City of Millersburg
Exhibit "A"
SDC Capital Projects List

Parks

Park SDC Project List

Name	Timing	Total Cost	Future Growth	
			%	\$
City Park				
Additional paved access pathways (playground & picnic tables)	2021	\$25,000	47.6%	\$11,902
Replace benches with ADA compliant models	2021	\$10,000	47.6%	\$4,761
Tree replacement/planting & landscape enhancements	2021	\$35,000	0.0%	\$0
North ballfield renovation (regrading & drainage improvements)	2023	\$50,000	47.6%	\$23,805
South ballfield infield mix	2023	\$15,000	47.6%	\$7,141
Playground ramp	2020	\$1,500	47.6%	\$714
Play safety surface refills (engineered wood chips)	2020	\$4,500	47.6%	\$2,142
Volleyball sand (refill)	2022	\$2,000	47.6%	\$952
Tennis court resurfacing	2021	\$30,000	47.6%	\$14,283
Tennis court landscape renovation	2022	\$20,000	0.0%	\$0
Picnic shelter	2025	\$45,000	47.6%	\$21,424
Basketball court & parking lot striping	2023	\$8,000	47.6%	\$3,809
<i>Beyond 5 years</i>				
Pickleball court installation	5+	\$60,000	47.6%	\$28,566
Property acquisition for expansion of City Park (east)	5+	\$450,000	47.6%	\$214,242
Reconfigure park layout to accommodate 2 baseball fields and a soccer field, and additional parking	5+	\$1,250,000	47.6%	\$595,117
City Park Subtotal		\$2,006,000		\$928,859
Acorn Park				
Paved pathways (universal access to all amenities)	2022	\$15,000	47.6%	\$7,141
Playground upgrades	2022	\$20,000	47.6%	\$9,522
Play safety surface refills (engineered wood chips)	2021	\$4,500	47.6%	\$2,142
Accessible benches & picnic tables	2022	\$10,000	47.6%	\$4,761
Picnic shelter (small)	2023	\$25,000	47.6%	\$11,902
Picnic table pads	2022	\$3,000	47.6%	\$1,428
Acorn Park Subtotal		\$77,500		\$36,897

Neighborhood Park Site

New park acquisition	2021	\$750,000	51.7%	\$387,676
New park acquisition	2024	\$400,000	51.7%	\$206,761
Neighborhood park master plan & development	2026-30	\$750,000	51.7%	\$387,676
Neighborhood Park Site Subtotal		\$1,900,000		\$982,113

Future Sites

Sports fields and parking in property behind City Hall	5+	\$1,500,000	47.6%	\$714,140
Splash pad installation	5+	\$350,000	47.6%	\$166,633
Future Sites Subtotal		\$1,850,000		\$880,773

Trails/Multi-Use Paths

Nature Trails	5+	\$300,000	47.6%	\$142,828
Multi-use path between Park and City Hall	5+	\$350,000	47.6%	\$166,633
Multi-use path south of Conser	5+	\$850,000	47.6%	\$404,680
Trails/Multi-Use Paths Subtotal		\$1,500,000		\$714,140

Total		\$7,333,500		\$3,542,782
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Source: Parks System Master Plan (April 2020).

RESOLUTION 2021-18

A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING A FEE SCHEDULE FOR PARK SYSTEMS DEVELOPMENT CHARGE

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, Systems 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 September 14, 2021, the Council of the City of Millersburg adopted Resolution No. 2021-16 – Adopting a Methodology for Calculating Systems Development Charges, repealing Resolution No. 2008-10, Adopting a Public Park Fee; and,

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

WHEREAS, the terms “Single-family Dwelling,” “Multi-family Dwelling,” “Mobile Home,” “Accessory Dwelling Unit,” and “Hotel/Motel” are defined in the Millersburg Development Code; and,

WHEREAS, the City incurs costs associated with administering the SDC program,

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

1. The City’s SDC and Administrative Costs for the period September 14, 2021 through June 30, 2022 shall be imposed at the full amount allowed under the adopted Methodology and shall be as shown in Appendix A, SDC Fee Schedule for Parks.
2. Effective on July 1 of each subsequent year, an annual adjustment to the City’s SDC fees, as set forth in the Methodology, Inflationary Adjustments shall be applied to the then-current SDC amounts and the resulting fees imposed.
3. Effective on July 1 of each subsequent year, the Administrative Costs will also be adjusted to reflect current costs by the City of Millersburg to collect park fees.

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

Duly Passed by the City Council this 14th day of September, 2021.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder

Exhibit "A"

SDC Fee Schedule

Parks

City of Millersburg Park SDC
SDC Schedule

Development Type	Units	SDCr	SDCi	Compliance	Total
Residential (\$/dwelling unit)	pphh¹				
Single-Family	2.82	\$285	\$3,212	\$130	\$3,627
Multifamily	2.14	\$217	\$2,444	\$99	\$2,760
Mobile Home	1.29	\$131	\$1,477	\$60	\$1,668
Nonresidential (\$/1,000 sf)	emp/1000				
Office	2.9	\$80	\$903	\$37	\$1,020
Retail	2.0	\$56	\$632	\$26	\$714
Industrial & Institutional	1.7	\$47	\$527	\$21	\$595
Warehousing	0.5	\$15	\$171	\$7	\$193

pphh = persons per household

¹ Source: 2017 American Community Survey 5-Year

² Metro Urban Growth Report Appendix 6 (Rev. 10/2015); based on outer ring



TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: September 8, 2021 for the September 14, 2021 City Council Meeting
 SUBJECT: Professional Consulting Agreements for Wetland Permit Applications

Action Requested: Approval of a joint proposal from Marsh MD Wetland Consulting (MMDWC) and AKS Forestry & Engineering (AKS) to designate MMDWC and AKS as the City's authorized agents and to prepare and submit complete permit applications for the US Army Corps of Engineers (Corps) and the Department of State Lands (DSL) (the agencies) joint permit application (JPA) review process.

Discussion:

On June 28th the City received approval/concurrence of the delineation report identifying wetlands on our City-owned industrial property located south of Conser Road consisting of approximately 25 acres of wetlands on the 152-acre site. Development on any portion of the site containing wetlands will require a JPA, which is a process with a significant timeline. One of the steps which is required in preparation and submittal of a JPA can be completed by moving forward with an alternatives analysis and other technical wetlands work now.

Completion of these items will assist in the timely submittal and processing of any wetland permitting applications required for development of the site.

Budget Impact:

Approval of the professional services agreements is not included in our current budget, but sufficient funds are available in the general fund contingency. A supplement budget will likely be required at a later date to address the general fund expenditures. Not completing this work has a potential significant budget impact to future revenues the City could collect due to development of the property.

Recommendation:

It is recommended that Council approve the City Manager entering into a professional services consulting agreement with MMDWC for a not to exceed contract for materials and services of \$36,000.00 and a professional services agreement with AKS Engineering and Forestry for a not to exceed contract amount of \$19,000.00.

Attachment(s):

- Marsh MD Wetland Consulting Proposal
- AKS Agreement and Authorization for Professional Services

Marsh MD Wetland Consulting
P.O Box 13614
Salem, OR 97309
Phone 503-999-7028 Fax 503-581-5106

**Wetland Permitting for Central Industrial Property (Site 16)
City of Millersburg**

July 12, 2021

Roles and Responsibilities of the Consulting Team

Marsh MD Wetland Consulting (MMDWC) requests that the client designate MMDWC as its authorized agent for the US Army Corps of Engineers' (Corps) and Department of State Lands' (DSL) (the agencies) joint permit application (JPA) review process. Note that at this writing, Millersburg is the property owner, applicant, and the client. MMDWC will be responsible completing and updating Blocks (1), (2), (5) and (7) the JPA (attached) and for vetting the *Purpose and Need (5)* and *Project Specific Criteria and Alternatives Analysis (7)* with the agencies. This proposal allows MMDWC to continue following the permit process until state and federal permits are issued.

MMDWC is partnering with AKS Forestry & Engineering (AKS) to submit complete permit applications to the Corps and DSL. AKS will be contracting independently with the client and providing its own scope of work, budget, and schedule.

Current Situation

MMDWC understands from the client that a land sale is in the works for Central Industrial Property (Site 16), but that at this writing, the potential buyer is unknown. The buyer intends to build a heavy industrial use on the property and the client indicates that it may be possible to file a real application, soon. The alternatives analysis and certain other technical wetland work can proceed, fruitfully, even with the unknowns (MMDWC defers to AKC on the technical work). Once the project is known, the alternatives analysis can be revised, readily. This scope of work can be applied either to a strawman application or a real one, but the actual timeframes and total costs will differ.

A complete (real) application will require specific information about the project design (see Joint Permit Application form). The agencies will primarily be interested in the final grading and excavation plans, including wetland impact avoidance and minimization, and mitigation for unavoidable impacts, the methods used to contain

and control the impacts from construction, and where excavated material is being disposed. The agencies also need a detailed construction schedule, so they can determine how long bare ground will be exposed. The applicant needs to demonstrate diligence and sincerity in minimizing both temporary and permanent impacts (this is key). Stormwater management will be evaluated for compliance with DEQ standards.

Completing Block (4) requires:

- Identification of work in and outside waters.
- Construction methods.
- Source of fill material and disposal locations.
- Construction timeline.
- Removal volumes and dimensions.

Competing Block (9) requires:

- Description of unavoidable impacts, including permanent, temporary, direct, and indirect impacts.
- Methods to restore areas temporarily disturbed by construction activities.
- Proposed approach to compensatory mitigation.

Completing Block (14) requires drawings, data and plans that supports the application (the client already has some of this material)

As soon as project proponent is on board, an initial meeting between the city and the consulting team is recommend. The purpose of the meeting would be to see how much of this material the developer already has and/or is already planning to produce, and on what timeframe.

Factors Considered in Developing this Proposal

The MMDWC proposal is scoped and budgeted, in part, based on two predictions:

1. The agencies will consider the approval of the Site 16 project to be precedent-setting for all other industrial development in the same general region and therefore this project will come under great scrutiny.
2. The Site 16 permit applications are likely to set a new standard for similar proposals in the same region, so they should be carefully crafted.

Factors Involved in Estimating Permit Processing Time

The Corps' Eugene Office has indicated that due to the probable impact-levels of the project and challenges with Corps staffing capacity, it will take 6-12 months to process an Individual Permit (IP) application for this project (after the Corps has accepted the application as complete). Also, according to the Corps, there is a new DEQ requirement that applications be submitted to DEQ, 30-days prior to submitting that same application to the Corps. Eric Metz has no personal experience

with this new requirement, but it could add one month to the Corps processing time.

DSL's processing time for an individual state removal-fill permit should be 120-days (30-days for an application completeness review; 30-day review period; and 60-days for final review). Sometimes applicants with more complex or controversial projects, need to spend more time addressing substantive issues, that if not resolved, could lead to a denial. Applicants can ask DSL for an extension, but it lengthens the permit review process. If the application submitted the first time fully and thoroughly addresses all known issues, this should not be necessary.

DSL's permit decisions can be appealed by the applicant or third parties that are "aggrieved" or "adversely affected." Appeals are adjudicated through the contested case hearing process. For agency decisions to be upheld upon appeal, the entire application and review process needs to be robust. Although it is exceptionally rare, DSL has granted requests for public comment hearings on removal-fill permit applications.

Proposed Project Schedule

MMDWC is allowing 3-months from receiving the Notice to Proceed (NTP) to prepare the alternatives analysis (either a strawman or a real alternatives analysis). This schedule is aggressive given the anticipated level of scrutiny that will be applied by the agencies.

For the purposes of this proposal, MMDWC has selected 9-months (from the date of the agencies receive a complete application) as the target issuance goal for the Corps permit. This is because 9-months is the mid-point between the Corps' 6-12-month issuance projection. MMDWC's project schedule assumes that from the NTP to permit-issuance, the process will take 12-months. The estimate includes 3-months for the alternative's analysis and 9-months for the state and federal permits to be issued.

Tasks

1. Conduct site reconnaissance visits for familiarization with the property and the immediate watershed.
2. Develop a fully vetted alternatives analysis.
3. Conduct regular monthly check-in with City Manager and Assistant City Manager and AKS, as needed
4. Meet with the regulatory agencies and other involved state and federal natural resource agencies, either by phone, virtual conference, or in-person, as needed, to discuss specific topics.
5. Schedule at least one *Early Coordination Meeting for Complex Projects* (formerly known as Kaizen meetings) with the state and federal resource agencies, before completing the applications.
6. Engage with stakeholder groups, both for and against the project, as needed, lead meetings, provide information and answer questions.

7. Engage with public officials, as needed, to explain the project and respond to any feedback received from constituents.
8. Develop strategies, as needed, to manage public relations with any organized opposition to the project.
9. Attend and monitor public meetings and hearings, and either provide and/or develop testimony, as needed.
10. Regularly track the incremental progress of agency review on all submitted products.
11. When the state and federal applications are posted for review, help the applicant respond to public comments.
12. Upon client request, write short reports (1-3 pages) on regulatory issues pertinent to project approval.
13. Throughout the permit review process, represent the client in all regulatory matters pertaining to wetlands and all other state and federal jurisdictional waters on Site 16.
14. Assure that follow-up steps are completed on time.
15. Be available to the client for consultation at the client's convenience.
16. Respond to agency requests for information in a timely manner.

Deliverables

1. Alternatives analysis for siting a heavy industrial use on Site 16 that has been vetted with the agencies.
2. Responses to public comments when DSL and the Corps solicit public comments on the proposed project.
3. Monthly status/progress reports for the client, including any recommendations to keep the process running smoothly.
4. Short reports, as requested by the client.
5. Meeting documentation for all meetings; including outcomes, unresolved issues, and responsibility for next steps.
6. Informational materials to support public meetings, as mentioned above in Tasks 6-9.

Fees and Terms

It is expected that the amount of labor/month will be greater at the front end of the regulatory process and lower on the back end. A reasonable average for labor hours that will be expended, is about 10-15 hours per month. These numbers may fluctuate from a high of 40-50 hours/month to as low as 1-2 hours/month.

The hourly rate for Eric Metz, Principal, MMDWC is \$200/hour, and is billed in increments of .5 hours. For a project duration of 12-months, the total estimated labor is 120-180 hours. It is proposed that this contract be for time and materials for costs ranging from approximately \$24,000 up to a maximum of \$36,000.

The cost for materials and travel expenses should be minimal, as it is assumed that most meetings will be conducted by phone or virtually, and no overnight stays will

be needed. If these expenses come up, it is proposed that they be negotiated at the time.

Liability Insurance

MMDWC does not have professional liability insurance. Through the principal's homeowners' policy, Eric Metz has personal liability insurance for up to \$300,000, each occurrence. This covers accidental bodily injuries or property damage to others not related to a vehicle accident.

Enclosure

A Joint Permit Application is included for illustrative purposes. Use for reference to understand the type of information that will be required for a complete application.



BEND, OR
 2777 NW Lolo Drive, Suite 150
 Bend, OR 97703
 (541) 317-8429
 www.aks-eng.com

KEIZER, OR
 3700 River Road N, Suite 1
 Keizer, OR 97303
 (503) 400-6028

TUALATIN, OR
 12965 SW Herman Road, Suite 100
 Tualatin, OR 97062
 (503) 563-6151

VANCOUVER, WA
 9600 NE 126th Avenue, Suite 2520
 Vancouver, WA 98682
 (360) 882-0419

Item 9)

Agreement and Authorization for Professional Services

PROJECT INFORMATION			
Date: <u>08/06/2021</u>	Job Number: <u>8986</u>	Within Metro jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Job Name: <u>Central Industrial Property - Millersburg</u>			
Project Manager: <u>Julie Wirth-McGee, PWS</u>		Principal: <u>Chris Goodell</u>	
Site Address: _____			
City: <u>Millersburg</u>	County: <u>Linn</u>	State: <u>Oregon</u>	
TaxLot/Parcel: <u>10S03W28 100,101,106,108</u>	Map: <u>10S03W29 200, 205</u>	Lat/Long: <u>44.678583/-123.070478</u>	
Scope of Work/ Notes: See attached statement of work.			
CLIENT INFORMATION			
Client/Name: <u>City of Millersburg</u>			
Address: <u>4222 NE Old Salem Road</u>		Office Phone: <u>458-233-6300</u>	
<u>Albany, OR 97321</u>		Office Fax: _____	
Primary Contact: <u>Kevin L Kreitman – EFO</u>		Phone: <u>458-233-6300</u> Mobile: <u>458-233-6301</u>	
Email: <u>kkreitman@cityofmillersburg.org</u>			
BILLING INFORMATION			
Fee Type:	<input checked="" type="checkbox"/> Hourly:	Estimate: _____	<input type="checkbox"/> Retainer/Deposit: _____
	<input type="checkbox"/> Lump Sum:	Amount: _____	<input type="checkbox"/> Retainage: _____ %
Invoice Delivery: <input checked="" type="checkbox"/> Email <input type="checkbox"/> USPS address: _____			
Billing Contact: <u>Janelle Booth</u>		Phone: <u>458-233-6300</u> Mobile: <u>458-233-6302</u>	
Email: <u>jbooth@cityofmillersburg.org</u>			
This agreement includes General Provisions. Please review prior to signing this agreement.	Client Approval: _____ (Signature) <u>Kevin L Kreitman – EFO</u> (Print Name)		Date: _____
	AKS Approval: _____ (Member Signature) <u>Chris Goodell</u> (Print Name)		Date: _____



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Keizer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Date: 8/6/2021
To: Kevin L Kreitman, EFO, and Janelle Booth, PE, City of Millersburg
From: Julie Wirth-McGee, PWS
Project Name: Central Industrial Property - Millersburg
AKS Job No.: 8986

Subject: Central Industrial Property (Site 16) Statement of Work

AKS Engineering & Forestry, LLC (AKS) understands that the City of Millersburg is seeking permitting assistance for proposed wetland and waters impacts on the Central Industrial Property (Site 16) situated south of Conser Road NE and west of Old Salem Road NE in the City of Millersburg. AKS is partnering with Marsh MD Wetland Consulting (MMDWC) to prepare and submit a complete Joint Permit Application (JPA) to the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (USACE). MMDWC will be contracting independently with the client and providing its own scope of work, budget, and schedule. The following Statement of Work outlines the tasks to be completed by AKS.

Task 1 ORWAP Functional Assessment

Two Wetland Functional Assessments have been prepared by Jacobs Engineer Group, Inc. (Jacobs), for the identified wetlands within the project area using the methodologies outlined in the Oregon Rapid Wetland Assessment Protocol (ORWAP) Version 3.2. AKS staff will review the existing ORWAP documentation to confirm results are consistent with the functions and values currently provided by the on-site wetlands and to assist in addressing DSL’s Principal Objectives for compensatory mitigation. If adjustments to the assessment are required, AKS will make those changes and provide documentation on the reasoning for score changes for submittal to the agencies as a component of the Task 3 deliverables. Copies of the completed ORWAP site maps, data forms, and assessment results will be submitted to DSL and USACE along with the JPA, and a summary table and brief discussion will also be included in the body of the permit application.

Assumptions

- AKS will utilize the ORWAP site maps prepared by Jacobs
- City staff can provide AKS with a copy of the electronic ORWAP files if changes to the assessment are determined to be necessary.

Estimated Fees for Services

Estimated personnel hours for this task are summarized in the attached spreadsheet.

Task 2 SFAM Functional Assessment

The Stream Function Assessment Method (SFAM) is used for assessing the functions and values of wadable, non-tidal streams for the purposes of Oregon’s Removal-Fill Law, as well as purposes related to Section 404 of the federal Clean Water Act. Consultant shall complete a SFAM assessment for impacts to the unnamed tributaries to Truax Creek within the project area to quantify lost stream functions and values. AKS staff will:

- Complete all required office based SFAM work prior to the field visits
- Use the online ORWAP & SFAM Viewer to create the required reports
- Prepare all required SFAM maps, including a site layout map, to facilitate field work

- Collect all required field data for the SFAM assessments in required agency format
- Postprocess all SFAM field data
- Analyze/evaluate the SFAM results to determine if scores make sense or if reasoning for score changes need to be included on the required Cover Page forms.

Copies of the required SFAM maps, data forms, and assessment results will be submitted to the along with the JPA, and a summary table and brief discussion will also be included in the body of the permit application.

Assumptions

- Impacts to on-site jurisdictional waters will be required as a component of the project
- Up to two SFAM assessments will be required for impacts to the two unnamed tributaries
- Site visit will be conducted by two AKS Natural Resource staff members over the course of two days

Estimated Fees for Services

Estimated personnel hours for this task are summarized in the attached spreadsheet.

Task 3 Joint Permit Application (JPA) Assistance

AKS will assist Marsh MD Wetland Consulting with the preparation of a complete JPA meeting all the applicable requirements of the most recent version of the DSL Removal-Fill Guide to authorize proposed wetland impacts under a DSL Individual Permit and a USACE Standard Individual Permit. AKS staff will:

- Provide pre-submittal coordination with agency staff, as necessary, to facilitate preparation of a complete application.
- Attend up to two (2) virtual or in-person meetings with the project team.
- Prepare all JPA required figures and maps.
- Assist in the summary of the overall project including proposed work in both upland and wetland areas. This will include a description of the likely construction methods and measures to be implemented to minimize resource impacts.
- Provide a description of the wetlands and waters proposed to be impacted. This description must include the functional attributes, a summary of the Tasks 1 and 2 functional assessments, the HGM classification, the Cowardin classification and any additional information required by the agencies for inclusion in the JPA.
- Address DSL's Principal Objectives for compensatory mitigation. While functions can be assumed replaced through the purchase of legacy credits from a bank that matches HGM and Cowardin class, high local values (as determined by the Task 1 ORWAP assessment) may or may not be replaced at another site. As a result, DSL will require a discussion on how the proposed mitigation will replace locally important values lost as a result of the project.
- Assist in the completion of all remaining sections of the JPA as required for a complete submittal, including estimates of removal and fill volumes and other sections not scoped by MMDWC.
- Assist in responding to questions or comments raised by the agencies following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory agency concerns and to facilitate the issuance of the DSL permit for this Project. No regulatory agency site visit or in person meetings will be required following submittal of the JPA.

Assumptions

- Wetland and waters impacts can be mitigated for through the purchase of Wetland Mitigation Bank Credits. If a Compensatory Mitigation Plan is required, an amendment will be required to cover the additional work required.

- City staff will coordinate with the Planning Department to obtain the required City Planning Department Land Use Affidavit.
- The City is responsible for payment of all required DSL permit review fees.

Estimated Fees for Services

Estimated personnel hours for this task are summarized in the attached spreadsheet.

Basis of Fees and Billing

In consideration for performing said services, the City of Millersburg agrees to compensate AKS on a time and materials (T&M) basis at the contract rates. Invoices will be issued monthly for services provided during the previous month.



Project Budget Estimate

	Principal	Project Manager	Sr. Natural Resources Manager	Sr. Landscape Architect	Natural Resource Specialist	Technical Editor	ESTIMATED TOTAL COST
	\$195.00	\$185.00	\$170.00	\$140.00	\$130.00	\$100.00	

Project Tasks & Estimated Personnel Hours

TASK 1:							
ORWAP Functional Assessment		1	3		4		\$1,215
TASK 2:							
SFAM Functional Assessment		1	16		16		\$4,985
TASK 3:							
Joint Permit Application (JPA) Assistance	1	2	24	40	16	2	\$12,525
ESTIMATED PERSONNEL TASK HOURS SUBTOTAL	1	4	43	40	36	2	-
ESTIMATED PERSONNEL COST SUBTOTAL	\$195	\$740	\$7,310	\$5,600	\$4,680	\$200	\$18,725
ESTIMATED REIMBURSABLE EXPENSES (AT COST)							\$250
TOTAL COST ESTIMATE							\$18,975

AKS Engineering & Forestry LLC

Billing Rates – Effective 8/1/2021

Item 9)

	<u>Hourly rate</u>
Principal/Sr. Project Manager	\$195
QA/QC Reviewer	\$195
Project Manager	\$185
Project Engineer	\$170
Engineering Designer	\$125
Engineering CAD Technician	\$110
Project Surveyor	\$160
One-person survey crew w/ vehicle & equipment	\$150
One-person survey crew w/ vehicle & equipment - BOLI	\$165
Two-person survey crew w/ vehicle & equipment	\$220
Two-person survey crew – BOLI prevailing wage	\$240
Laser scanning survey crew w/vehicle & equipment	\$200
Laser scanning survey crew w/vehicle & equipment - BOLI	\$220
Drone one-person field crew	\$180
Drone one-person field crew – BOLI prevailing wage	\$200
Drone Specialist - office	\$120
LiDAR one-person field crew	\$200
LiDAR one-person field crew – BOLI prevailing wage	\$220
LiDAR Specialist – office	\$120
Surveyor	\$135
Survey CAD Technician	\$110
Sr. Landscape Architect	\$140
Landscape Architect	\$115
Sr. Land Use Planner	\$175
Land Use Planner	\$140
Planning Technician/Graphic Design Specialist	\$110
Construction Manager/Owners Representative	\$165
Construction Inspector	\$125
Sr. Natural Resources Manager	\$170
Natural Resources Specialist	\$130
Natural Resources Technician	\$110
Sr. Certified Arborist	\$160
Certified Arborist	\$130
Sr. Forest Engineer	\$160
Forest Engineering Technician	\$130
Sr. Forester	\$160
Forester Technician	\$110
GIS Specialist	\$110
Technical Editor	\$100
Project Assistant/Clerical	\$75

Non-salary costs (reimbursables)

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Mileage (current federally allowed rate)	\$0.56/mile
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.

GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the **lesser** of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
 - 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involve

of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

15.3: AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

16. Indemnity: Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. Work of Others: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. All Terms Material; Negotiation; Construction: All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

19. Authorization to Proceed: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. Law/Venue: All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. Mediation: Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. Notice of Claims: Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. No Third-Party Beneficiaries: Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. Time Limitation/Accrual: Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of *the earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. Integration; Amendments: This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. Binding Nature; Survival: This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. Waiver: No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

28. Unmanned Aerial Systems (UAS): AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

29. Electronic Media: Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. Court Materials: If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.



COMMISSION AND COMMITTEE APPLICATION

Revid 8/4/11

Item 10

(Please print legibly or type)

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

Commission and/or Committee Preference:

Planning Commission
(list all for which you are applying)

Name: Lynn Dunn Preferred First Name: Lynn

Residential Information:

Home Address: [Redacted] Summit Dr. Phone: N/A
Albany, OR 97321 Cellular: [Redacted]

E-mail: [Redacted] Fax: N/A
(Optional)

Employment Information:

Employer's Name: _____ Phone: _____
 Work Address: N/A Cellular: N/A

E-mail: _____ Fax: _____
(Optional)

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

- List current or most recent occupation, business, trade, or profession:
Classroom teacher, Greater Albany Public Schools - 1976-2013

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

²⁰/₂₁ Volunteer - Historic Carousel + Museum, Albany
¹⁹/₂₁ Volunteer - Albany Public School Foundation
¹⁷/₁₈ Volunteer - Clark County Parks, Las Vegas/Henderson, Nevada - Wetlands
⁰⁶/₁₂ Volunteer - SAHS Booster Club
 SAHS Steering Committee

1976-2013 - Numerous Education Committees
 - local - Teacher Assoc, Science Curriculum
 - State - Elem. Ed, Science, Student Eval.
 - National - Science Curriculum

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

• We moved to Millersburg in 2018 and have been impressed with the "family" community feeling. As our city grows I would hope we continue to maintain that overall feeling of Millersburg "family and friends".

- What contributions do you hope to make?

I would look forward to continue to steer in a direction that promotes civic pride and a feeling of "family and friends".

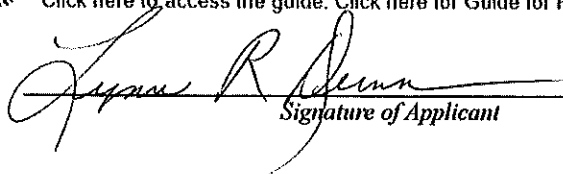
Please consult the *Guide for Public Officials* and the *Guide for Public Officials 2015 Supplement* that are posted on the state of Oregon's website at <https://www.oregon.gov/ogec/Pages/Guide-for-Public-Officials.aspx> (see

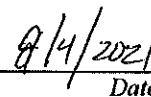
Guide for Public Officials



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

Click here to access the guide. Click here for Guide for Public Officials 2015 Supplement.


 Signature of Applicant


 Date