



Agenda

CITY OF MILLERSBURG City Council Regular Meeting & PUBLIC HEARING

Electronic Meeting
November 09, 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> 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, November 8.

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 October 12, 2021, City Council 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

- 4) Events Planning Committee (Scott Cowan)

CITY MANAGER'S REPORT

- 5) Fire Station Project Report

- 6) Project Updates
- 7) Information Handouts

CITY ATTORNEY'S REPORT

UNFINISHED BUSINESS

NEW BUSINESS

- 8) ADS Contract Amendment 15
Action: _____
- 9) Republic Services Rate Increase
Action: _____

CLOSING PUBLIC COMMENT

CLOSING COUNCIL COMMENT

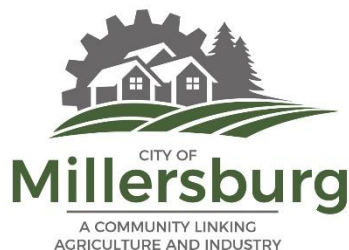
ADJOURNMENT

Upcoming Meetings & Events:

Visit the City's online calendar: <https://www.cityofmillersburg.org/calendar>

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 MINUTES

via Virtual Meeting

October 12, 2021 @ 6:30 p.m.

- A. CALL TO ORDER Meeting called to order by Mayor Lepin at 6:30 p.m.
- B. ROLL CALL
 Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Scott McPhee, John Sullivan, Dave Harms
 Councilors Absent: Councilor John Sullivan departed at 8:36 p.m.
 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 Beth Miller, Linn County Sheriff's Office
 Chief Shane Wooten, Albany Fire Department
- C. CHANGES AND ADDITIONS TO THE AGENDA
 1) Mayor Lepin reviewed the public comment process.
- D. CONSENT AGENDA
 1) Approval of September 14, 2021 City Council Meeting Minutes
 2) Approval of September 28, 2021 City Council Work Session Minutes
 3) Acceptance of City Accounts Payable Report
 Action: **Motion to Accept Consent Agenda as Presented 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
- E. GUEST PRESENTATIONS
 1) Linn County Sheriff's Office Monthly Report
 Lieutenant Beth Miller reviewed the September 2021 monthly report. She spoke about the traffic accidents and the theft at the church on Old Salem Road.
 2) Albany Fire Department Quarterly Report
 Fire Chief Shane Wooten provided the third quarter 2021 report. Chief Wooten specifically reviewed the fire alarm activations noting that only 5 of the 12 reported were commercial fire alarms whereas the rest were residential for things such as CO2 alarms. Additionally, he spoke about the Albany Fire Department's efforts during Fire Prevention Week and response impacts associated with COVID 19. He shared a change county wide fire departments

have elected to adopt with regard to backyard burning complaint responses, noting that most calls are neighbor upset with another neighbor over the smoke which fire departments have no regulatory authority for. Currently calls are being triaged by a dispatcher and AFD only responds on burn complaints if its: a threat to life, threats or property, or the complaint is during the June – October fire season. Outside of those three items, callers are encouraged to contact the Department of Environmental Quality, which handles nuisance smoke complaints.

F. PUBLIC COMMENT

- 1) Matt Hunt, Deciduous Avenue, asked about the driveway approach and curb cutting policy of the City and noted he'd received an information handout regarding the requirements. He asked specifically about the parking requirement and asked how the document pertains to homes that don't currently meet the parking requirements. He noted his home was one originally built with a driveway that didn't comply with the requirements. Assistant City Manager/City Engineer Booth noted that there are many driveways that for multiple reasons don't meet the current Code requirement. She noted that the intention of the Code is that everyone is allowed a 26-foot driveway width and if you want to go beyond that width you have to meet the parking standard in our current Code. Many of the driveways were completed before we had the right-of-way permit in place and parking standards had been adopted, so there are a lot out there that were previously approved or done when the builder built the home and prior to when we were doing driveway inspections. The City has not required all driveways out of compliance be brought into compliance. But if the driveway was done after the time right-of-way permit was in place and a permit was not obtained and the work completed anyway, that resulted non-permitted work occurring. These are the situations where the City is currently addressing violations through Code enforcement. If the driveway was previously approved through final occupancy or previous City approval, the City is not going back and saying you now have to meet the new Code. The discussion did confirm that there may be situations with new homes built that based on how the house is configured on the lot they may not meet the parking requirements, but that they would not be required to install a driveway with at width less than 26-feet. Everyone is allowed a driveway up to 26 feet. Extensions of driveways greater than 26 feet in width are only allowed if they can maintain 40-feet of parking on their frontage.
- 2) Richard Jacobs, Deciduous Avenue, addressed the Council regarding his driveway situation. He noted his driveway was not poured correctly when house was built. According to the rule of 26' the driveway was out of compliance before they moved into the house. He noted he received a code enforcement letter and that it requested he restore his driveway to what was originally poured. He further commented that there are a lot of driveways that don't match the code and that the code seems chaotic. Assistant City Manager/City Engineer Booth acknowledged there was a little bit of confusion as to what was required to be restored; however, the City will not require more to be restored than what was originally in place. City Manager Kreitman noted that at the time the builders constructed the subdivisions, the requirements

were 24' and there were not inspections done by previous City staff at that time.

- 3) Mike Hanson, Deciduous Avenue, said he didn't believe he had 40' to begin with and shared that there is nothing that prevents someone from parking along the curb cut out as if it is a curb. He did not understand the issue of not having 40' when there is plenty of parking on the street and very rarely are there cars parked on the street. Community Development Director Straite noted that the City Council discussed and arrived at 40' determination, not a requirement based just on two cars since that would have introduced subjectivity as vehicles are different sizes. City Manager Kreitman shared that state law prohibits parking in front of a driveway. Lieutenant Miller, LCSO, shared that they would have to address that as a complaint unless it was the resident or visitor of the resident and permitted, including potential removal if unable to identify owner of vehicle.
- 4) Brandon Le Gurche, Deciduous Avenue, asked if the recent letters were the result of a complaint. Assistant City Manager/City Engineer Booth explained that the start of the issue was based on a complaint years ago that wasn't addressed as timely as it should have been. Community Development Director Straite shared that the City noticed there was much more unpermitted work done very recently within the City. Mayor Lepin noted that he has had discussions with City staff about areas where there have been issues and asked staff to engage with resolving these issues. Mr. Le Gurche asked if, going forward, it would be possible to have the City Engineer work with residents.

Mayor Lepin asked if the Council was interested in revisiting the discussion regarding driveway widths. Councilor Cowan noted the idea is not to change the rules but have staff work with residents in the middle of this transition. City Manager Kreitman shared that because of the issues the City was seeing several years ago, a newsletter and flyer were provided to residents informing them of the rules and many of the homes with the driveway cuts happened after the information was sent out.

- 5) Marion Kaftanchikov, Deciduous Avenue, confirmed that Councilor Cowan wants the City to work with residents and asked who is making that decision. Mayor Lepin noted that any accommodations must be within the Code requirements and staff isn't going to allow the violations to continue. Assistant City Manager/City Engineer Booth confirmed that staff will work with residents to address the issue and provide information. Community Development Director Straite noted that the City is being flexible regarding timeline for compliance.

Mr. Kaftanchikov said he has seen that there have been exceptions made by the City in regard to the Code noting that his neighbor was permitted to keep his driveway curb cut and wondered where that exception is in the Code. Assistant City Manager/City Engineer Booth said the intent was to restore it to what it was previously, which did not meet the Code, and that it wasn't fully restored. Assistant City Manager/City Engineer Booth met with the homeowner

and feels he must have misunderstood where the line was. It wasn't an exception being granted. Community Development Director Straite said a few homeowners were able to prove that the driveway remains as it was constructed originally and were able to keep the driveway as is. Mr. Kaftanchikov said the neighbor confirmed that the City did allow the exception. City Manager Kreitman said that when those were built, they were built at 26' which was incorrect but that was approved during occupancy permit and the homeowner did not have to restore the driveway to more than what the driveway was originally constructed.

- 6) Mr. Jacobs asked for a motion to have this issue be on the November Council meeting so residents can have further discussions with the Council. Mayor Lepin noted that he was asking staff once they had visited residents, if there were still concerns staff could add the item to the next agenda.

G. COUNCIL MEMBER AND STAFF COMMENTS

1) Mayor Lepin

a. Events Planning Committee

Mayor Lepin discussed recent conversations City staff had with chair of Events Planning Committee.

Action: **Motion to Permit Mayor Jim Lepin to Be a Second Council Liaison on the Events Planning Committee made by Councilor Scott Cowan; 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

b. Council Consideration of Resolution 2021-19 Supporting Linn County Law Enforcement Levy

Mayor Lepin said the levy is important to the City noting that a lot of our officers are associated with the levy and named the various departments in LCSO that are backup to City enforcement. Councilor Cowan noted that there could be a significant impact on the City if the levy doesn't pass that Council has to consider and hopes citizens do as well.

Action: **Motion to Adopt Resolution 2021-19 Endorsing Approval of Linn County Measure 22-189, a Four-Year Local Option Law Enforcement Tax Levy, made by Councilor John Sullivan; seconded by Councilor Scott Cowan.**

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

Motion PASSED: 4/1 Abstaining

H. CITY MANAGER'S REPORT

1) Fire Station Project Report

Assistant City Manager/City Engineer Booth provided an update on the Fire Station Project 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. Community Development Director Straite shared information regarding the win of a recent grant from the Department of Land Conservation District and he also provided a brief update regarding the upcoming proposed Development Code revisions.

3) Review of Draft Ordinance - Consideration of the Operation of Class IV ATVs on City Streets

Don Miller, Millersburg Drive, appreciated the City having the conversation and providing opportunity for residents to comment. He asked City Attorney Reid about the clause that the City cannot be held responsible and is concerned because in the past, City councilors have been held responsible for things that have happened. He's also concerned that we have streets with 50 and 45 speeds and worries that those speeds cause a lot of risk to ATVs who could be on the street. He noted that he believes this will create a lot more work for the Linn County Sheriff's Office.

4) Vicky Miller, Millersburg Drive, said she is offended that the City is considering allowing the potential of children on ATVs on a road where the speed is 50 and the risk of accidents.

5) Nate Pecyna, Anthony Lane, spoke about the safety of side-by-sides and noted that safety is extremely important. His arguments to support passing of the ordinance is that there are side-by-sides that can go in excess of 80 miles per hour and said that there are kits available to upgrade a side-by-side to allow driving on City streets and that side-by-sides are in full cage which makes them safer than being on a motorcycle.

6) Marion, Deciduous Avenue, asked why this is being considered now and asked if anyone has considered what kinds of problems passing this would create for the Linn County Sheriff's Office. He also said that the ATVs are likely going to damage property, including the farmers' fields in the City.

7) Richard Jacobs, Deciduous Avenue, asked about something in the ordinance about people who don't live in the City yet bring their ATVs into the City streets to drive them for fun assuming this is passed.

8) Brandon Le Gurche, Deciduous Avenue, disagrees with the passing since they are known to be noisy, and the point was to move to a fairly quiet area.

After receiving the above feedback from attending public, Mayor Lepin asked the Council for next steps. Councilor McPhee suggested posting this to the website and reader board to get public feedback. Councilor Dave Harms supports Councilor McPhee.

I. CITY ATTORNEY'S REPORT

None

J. UNFINISHED BUSINESS

1) Driveways on Collectors

Assistant City Manager/City Engineer Booth provided brief background to item and reviewed the available options for the resident on Alexander Lane who asked the Council for reconsideration regarding maximum allowable width for his driveway on Alexander Lane which is a collector street.

K. NEW BUSINESS

1) Enterprise Zone Actions

City Manager Kreitman briefly explained the staff report.

i. Enterprise Zone Exemption – Resolution 2021-20

Action: **Motion to Adopt Resolution 2021-20 Pursuant to Section 3 of HB 2343 (2021), Allowing Continued Qualifications of Enterprise Zone Exemptions as Allowed by House Bill 2343, made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

ii. Enterprise Zone Boundary – Resolution 2021-21

Action: **Motion to Adopt Resolution 2021-21 By Co-Sponsors of the Linn County Enterprise Zone to Change an Enterprise Zone Boundary, made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

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

Motions PASSED: 4/0

2) Appointment to Vacant Planning Commission Position

City Manager Kreitman shared that there is one applicant for one of the vacant Parks Commission positions.

Action: **Motion to Appoint Caryl Thomas to Fill the Remaining Term of Parks Commission Position 4, made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

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

Motion PASSED: 4/0

3) OMI Agreement Amendment 5

City Manager Kreitman briefly reviewed the staff report regarding approval of the amendment to the DRC contract with OMI.

Action: **Motion for Approval of and Authorization for the City Manager to Sign Amendment No. 5 to the Professional Services Agreement with Operations Management International, made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

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

Motion PASSED: 4/0

4) DLCD Technical Assistance Grant – Resolution 2021-22

Community Development Director Straite reviewed the staff report and provided information about the grant.

Action: **Motion to Approve Resolution 2021-22, Supporting the Submittal of the Grant Application to the DLCD and Authorizing the City Manager to Sign Any Needed Agreements for this and the Two Previous Grants Applied for, made by Councilor Dave Harms; seconded by Councilor Scott McPhee.**

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

Motion PASSED: 4/0

L. CLOSING PUBLIC COMMENT

None

M. CLOSING COUNCIL COMMENT

None

N. ADJOURNMENT Mayor Lepin adjourned regular meeting at 9:10 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kevin Kreitman
City Manager

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
18629									
10/21	10/01/2021	18629	282	Bureau of Labor and Industries	1	04-80-715	.00	74.88	74.88
Total 18629:							.00	74.88	74.88
18630									
10/21	10/01/2021	18630	607	Business Connections, Inc.	072209212021	01-40-215	.00	45.00	45.00
Total 18630:							.00	45.00	45.00
18631									
10/21	10/01/2021	18631	870	CECO, INC.	00335376	01-45-211	.00	60.01	60.01
Total 18631:							.00	60.01	60.01
18632									
10/21	10/01/2021	18632	466	CH2MHill Engineers Inc	D3395131-03	05-90-218	.00	2,541.22	2,541.22
Total 18632:							.00	2,541.22	2,541.22
18633									
10/21	10/01/2021	18633	327	De Lage Landen Financial Services, Inc.	73839222	01-40-223	.00	374.55	374.55
Total 18633:							.00	374.55	374.55
18634									
10/21	10/01/2021	18634	660	Element Graphics	1	01-45-211	.00	170.50	170.50
Total 18634:							.00	170.50	170.50
18635									
10/21	10/01/2021	18635	526	FEI Testing & Inspection Inc	32086	01-50-725	.00	1,165.60	1,165.60
Total 18635:							.00	1,165.60	1,165.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18636									
10/21	10/01/2021	18636	749	Galardi Consulting LLC	M-11	01-45-213	.00	1,110.00	1,110.00
Total 18636:							.00	1,110.00	1,110.00
18637									
10/21	10/01/2021	18637	926	Heidi Swirbul	1	01-56-210	.00	699.19	699.19
Total 18637:							.00	699.19	699.19
18638									
10/21	10/01/2021	18638	27	Metereaders LLC.	9968	05-90-212	.00	1,083.95	1,083.95
Total 18638:							.00	1,083.95	1,083.95
18639									
10/21	10/01/2021	18639	1004	Michael Hart	1	01-56-210	.00	36.00	36.00
Total 18639:							.00	36.00	36.00
18640									
10/21	10/01/2021	18640	919	Providence Health Plan	004869	01-40-132	.00	78.30	78.30
Total 18640:							.00	78.30	78.30
18641									
10/21	10/01/2021	18641	1005	Rent A Fence LLC	1	01-56-210	.00	1,200.00	1,200.00
Total 18641:							.00	1,200.00	1,200.00
18642									
10/21	10/01/2021	18642	231	Sunbelt Rentals Inc	118080884000	01-45-211	.00	25.50	25.50
Total 18642:							.00	25.50	25.50
18643									
10/21	10/01/2021	18643	1006	Teresa Shinn	1	01-31-300	.00	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18643:							.00		100.00
18644									
10/21	10/01/2021	18644	700	US Bank	0821-0921	01-40-227	.00	7,801.45	7,801.45
Total 18644:							.00		7,801.45
18645									
10/21	10/01/2021	18645	681	Xtreme Grafx LLC	25208	01-56-210	.00	1,581.74	1,581.74
Total 18645:							.00		1,581.74
18647									
10/21	10/07/2021	18647	1008	Ben Stackhouse	1	01-40-231	.00	40.00	40.00
Total 18647:							.00		40.00
18648									
10/21	10/07/2021	18648	1007	Carrie Barter	1	04-31-100	.00	343.25	343.25
Total 18648:							.00		343.25
18649									
10/21	10/07/2021	18649	777	Catherine Myers	1	01-40-231	.00	40.00	40.00
Total 18649:							.00		40.00
18650									
10/21	10/07/2021	18650	659	David Evans & Associates, Inc.	10521	05-95-611	.00	9,038.82	9,038.82
Total 18650:							.00		9,038.82
18651									
10/21	10/07/2021	18651	251	Dustin Patton	10012021	01-40-215	.00	70.00	70.00
Total 18651:							.00		70.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18652									
10/21	10/07/2021	18652	1010	Eric Metz	1	01-40-235	.00	2,424.64	2,424.64
Total 18652:							.00		2,424.64
18653									
10/21	10/07/2021	18653	16	Forrest Reid	0921	01-40-230	.00	12,325.00	12,325.00
Total 18653:							.00		12,325.00
18654									
10/21	10/07/2021	18654	1009	Frances Leasure	1	01-40-231	.00	40.00	40.00
Total 18654:							.00		40.00
18655									
10/21	10/07/2021	18655	908	Hughes Fire Equipment Inc.	568795	01-45-211	.00	163.00	163.00
Total 18655:							.00		163.00
18656									
10/21	10/07/2021	18656	569	Janelle Booth	10012021	01-40-215	.00	105.00	105.00
Total 18656:							.00		105.00
18657									
10/21	10/07/2021	18657	494	Kevin Kreitman	10012021	01-40-215	.00	105.00	105.00
Total 18657:							.00		105.00
18658									
10/21	10/07/2021	18658	561	Kimberly Wollenburg	10012021	01-40-215	.00	105.00	105.00
Total 18658:							.00		105.00
18659									
10/21	10/07/2021	18659	19	Linn County Planning and Building	1	01-52-211	.00	5,878.98	5,878.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18659:							.00		5,878.98
18660									
10/21	10/07/2021	18660	449	Mary Messersmith	1	01-45-210	.00	174.40	174.40
Total 18660:							.00		174.40
18661									
10/21	10/07/2021	18661	963	Matt Straite	10012021	01-40-215	.00	105.00	105.00
Total 18661:							.00		105.00
18662									
10/21	10/07/2021	18662	662	Mid-Valley Gravel Co	21224-26	03-70-215	.00	4,810.00	4,810.00
Total 18662:							.00		4,810.00
18663									
10/21	10/07/2021	18663	842	Pacific Northwest Development Group	1	01-40-229	.00	3,500.00	3,500.00
Total 18663:							.00		3,500.00
18664									
10/21	10/07/2021	18664	23	Pacific Power	928	04-80-217	.00	5,431.34	5,431.34
Total 18664:							.00		5,431.34
18665									
10/21	10/07/2021	18665	979	Randy Mueller	10012021	01-40-215	.00	70.00	70.00
Total 18665:							.00		70.00
18666									
10/21	10/07/2021	18666	508	Samantha Sheley	100521	01-40-231	.00	40.00	40.00
Total 18666:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18667									
10/21	10/07/2021	18667	207	Smith Glass Service, Inc.	L1054620	01-40-213	.00	110.00	110.00
Total 18667:							.00	110.00	110.00
18668									
10/21	10/07/2021	18668	328	Valley Merchant Police, Inc	1954	01-45-211	.00	292.50	292.50
Total 18668:							.00	292.50	292.50
18669									
10/21	10/07/2021	18669	786	Witherspoon Industries LLC	INV4701	01-40-223	.00	804.28	804.28
Total 18669:							.00	804.28	804.28
18670									
10/21	10/07/2021	18670	85	Xterma Pest Control Inc.	COM092160	01-40-223	.00	60.00	60.00
Total 18670:							.00	60.00	60.00
18671									
10/21	10/07/2021	18671	681	Xtreme GrafX LLC	25694	01-56-210	.00	2,049.95	2,049.95
Total 18671:							.00	2,049.95	2,049.95
Grand Totals:							.00	66,274.05	66,274.05

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21100	.00	48,881.13-	48,881.13-
01-31-300	100.00	.00	100.00
01-40-132	78.30	.00	78.30
01-40-133	112.49	.00	112.49
01-40-210	376.97	.00	376.97
01-40-213	110.00	.00	110.00

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
18629									
10/21	10/01/2021	18629	282	Bureau of Labor and Industries	1	04-80-715	.00	74.88	74.88
Total 18629:							.00	74.88	74.88
18630									
10/21	10/01/2021	18630	607	Business Connections, Inc.	072209212021	01-40-215	.00	45.00	45.00
Total 18630:							.00	45.00	45.00
18631									
10/21	10/01/2021	18631	870	CECO, INC.	00335376	01-45-211	.00	60.01	60.01
Total 18631:							.00	60.01	60.01
18632									
10/21	10/01/2021	18632	466	CH2MHill Engineers Inc	D3395131-03	05-90-218	.00	2,541.22	2,541.22
Total 18632:							.00	2,541.22	2,541.22
18633									
10/21	10/01/2021	18633	327	De Lage Landen Financial Services, Inc.	73839222	01-40-223	.00	374.55	374.55
Total 18633:							.00	374.55	374.55
18634									
10/21	10/01/2021	18634	660	Element Graphics	1	01-45-211	.00	170.50	170.50
Total 18634:							.00	170.50	170.50
18635									
10/21	10/01/2021	18635	526	FEI Testing & Inspection Inc	32086	01-50-725	.00	1,165.60	1,165.60
Total 18635:							.00	1,165.60	1,165.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18636									
10/21	10/01/2021	18636	749	Galardi Consulting LLC	M-11	01-45-213	.00	1,110.00	1,110.00
Total 18636:							.00	1,110.00	1,110.00
18637									
10/21	10/01/2021	18637	926	Heidi Swirbul	1	01-56-210	.00	699.19	699.19
Total 18637:							.00	699.19	699.19
18638									
10/21	10/01/2021	18638	27	Metereaders LLC.	9968	05-90-212	.00	1,083.95	1,083.95
Total 18638:							.00	1,083.95	1,083.95
18639									
10/21	10/01/2021	18639	1004	Michael Hart	1	01-56-210	.00	36.00	36.00
Total 18639:							.00	36.00	36.00
18640									
10/21	10/01/2021	18640	919	Providence Health Plan	004869	01-40-132	.00	78.30	78.30
Total 18640:							.00	78.30	78.30
18641									
10/21	10/01/2021	18641	1005	Rent A Fence LLC	1	01-56-210	.00	1,200.00	1,200.00
Total 18641:							.00	1,200.00	1,200.00
18642									
10/21	10/01/2021	18642	231	Sunbelt Rentals Inc	118080884000	01-45-211	.00	25.50	25.50
Total 18642:							.00	25.50	25.50
18643									
10/21	10/01/2021	18643	1006	Teresa Shinn	1	01-31-300	.00	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18643:							.00		100.00
18644									
10/21	10/01/2021	18644	700	US Bank	0821-0921	01-40-227	.00	7,801.45	7,801.45
Total 18644:							.00		7,801.45
18645									
10/21	10/01/2021	18645	681	Xtreme Grafx LLC	25208	01-56-210	.00	1,581.74	1,581.74
Total 18645:							.00		1,581.74
18647									
10/21	10/07/2021	18647	1008	Ben Stackhouse	1	01-40-231	.00	40.00	40.00
Total 18647:							.00		40.00
18648									
10/21	10/07/2021	18648	1007	Carrie Barter	1	04-31-100	.00	343.25	343.25
Total 18648:							.00		343.25
18649									
10/21	10/07/2021	18649	777	Catherine Myers	1	01-40-231	.00	40.00	40.00
Total 18649:							.00		40.00
18650									
10/21	10/07/2021	18650	659	David Evans & Associates, Inc.	10521	05-95-611	.00	9,038.82	9,038.82
Total 18650:							.00		9,038.82
18651									
10/21	10/07/2021	18651	251	Dustin Patton	10012021	01-40-215	.00	70.00	70.00
Total 18651:							.00		70.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18652									
10/21	10/07/2021	18652	1010	Eric Metz	1	01-40-235	.00	2,424.64	2,424.64
Total 18652:							.00		2,424.64
18653									
10/21	10/07/2021	18653	16	Forrest Reid	0921	01-40-230	.00	12,325.00	12,325.00
Total 18653:							.00		12,325.00
18654									
10/21	10/07/2021	18654	1009	Frances Leasure	1	01-40-231	.00	40.00	40.00
Total 18654:							.00		40.00
18655									
10/21	10/07/2021	18655	908	Hughes Fire Equipment Inc.	568795	01-45-211	.00	163.00	163.00
Total 18655:							.00		163.00
18656									
10/21	10/07/2021	18656	569	Janelle Booth	10012021	01-40-215	.00	105.00	105.00
Total 18656:							.00		105.00
18657									
10/21	10/07/2021	18657	494	Kevin Kreitman	10012021	01-40-215	.00	105.00	105.00
Total 18657:							.00		105.00
18658									
10/21	10/07/2021	18658	561	Kimberly Wollenburg	10012021	01-40-215	.00	105.00	105.00
Total 18658:							.00		105.00
18659									
10/21	10/07/2021	18659	19	Linn County Planning and Building	1	01-52-211	.00	5,878.98	5,878.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18659:							.00		5,878.98
18660									
10/21	10/07/2021	18660	449	Mary Messersmith	1	01-45-210	.00	174.40	174.40
Total 18660:							.00		174.40
18661									
10/21	10/07/2021	18661	963	Matt Straite	10012021	01-40-215	.00	105.00	105.00
Total 18661:							.00		105.00
18662									
10/21	10/07/2021	18662	662	Mid-Valley Gravel Co	21224-26	03-70-215	.00	4,810.00	4,810.00
Total 18662:							.00		4,810.00
18663									
10/21	10/07/2021	18663	842	Pacific Northwest Development Group	1	01-40-229	.00	3,500.00	3,500.00
Total 18663:							.00		3,500.00
18664									
10/21	10/07/2021	18664	23	Pacific Power	928	04-80-217	.00	5,431.34	5,431.34
Total 18664:							.00		5,431.34
18665									
10/21	10/07/2021	18665	979	Randy Mueller	10012021	01-40-215	.00	70.00	70.00
Total 18665:							.00		70.00
18666									
10/21	10/07/2021	18666	508	Samantha Sheley	100521	01-40-231	.00	40.00	40.00
Total 18666:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18667									
10/21	10/07/2021	18667	207	Smith Glass Service, Inc.	L1054620	01-40-213	.00	110.00	110.00
Total 18667:							.00	110.00	110.00
18668									
10/21	10/07/2021	18668	328	Valley Merchant Police, Inc	1954	01-45-211	.00	292.50	292.50
Total 18668:							.00	292.50	292.50
18669									
10/21	10/07/2021	18669	786	Witherspoon Industries LLC	INV4701	01-40-223	.00	804.28	804.28
Total 18669:							.00	804.28	804.28
18670									
10/21	10/07/2021	18670	85	Xterma Pest Control Inc.	COM092160	01-40-223	.00	60.00	60.00
Total 18670:							.00	60.00	60.00
18671									
10/21	10/07/2021	18671	681	Xtreme GrafX LLC	25694	01-56-210	.00	2,049.95	2,049.95
Total 18671:							.00	2,049.95	2,049.95
18672									
10/21	10/14/2021	18672	25	ADS. LLC	12814.0921	04-80-213	.00	2,733.00	2,733.00
Total 18672:							.00	2,733.00	2,733.00
18673									
10/21	10/14/2021	18673	752	Angela Marie Apple-McConahy	1	01-40-231	.00	40.00	40.00
Total 18673:							.00	40.00	40.00
18674									
10/21	10/14/2021	18674	539	Barrett Business Services Inc.	3192297	01-45-211	.00	42.25	42.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18674:							.00		42.25
18675									
10/21	10/14/2021	18675	870	CECO, INC.	CP-00337727	01-45-211	.00	77.20	77.20
Total 18675:							.00		77.20
18676									
10/21	10/14/2021	18676	167	City County Insurance Services	PO-MIL-W202	01-40-133	.00	949.16	949.16
Total 18676:							.00		949.16
18677									
10/21	10/14/2021	18677	50	City of Albany	3518A	05-90-711	.00	133,875.55	133,875.55
10/21	10/14/2021	18677	50	City of Albany	3519	03-70-217	.00	88,777.89	88,777.89
10/21	10/14/2021	18677	50	City of Albany	3520	04-80-215	.00	19,372.92	19,372.92
Total 18677:							.00		242,026.36
18678									
10/21	10/14/2021	18678	916	ECONorthwest	24528	01-40-235	.00	2,965.00	2,965.00
Total 18678:							.00		2,965.00
18679									
10/21	10/14/2021	18679	703	Eileen Schneider	2	01-40-231	.00	40.00	40.00
Total 18679:							.00		40.00
18680									
10/21	10/14/2021	18680	191	Poe's Backhoe Service	1276	03-70-215	.00	15,155.00	15,155.00
Total 18680:							.00		15,155.00
18681									
10/21	10/14/2021	18681	455	U & D Trucking and Nursery	40360	05-90-212	.00	120.00	120.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18681:							.00		120.00
18682									
10/21	10/14/2021	18682	652	Wheat LLC	6468	02-60-214	.00	1,975.77	1,975.77
Total 18682:							.00		1,975.77
18683									
10/21	10/14/2021	18683	958	Wildish Paving Co.	5395	05-95-611	.00	542,459.50	542,459.50
Total 18683:							.00		542,459.50
Grand Totals:							.00		874,857.29

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21100	.00	382,003.49-	382,003.49-
01-31-300	100.00	.00	100.00
01-40-132	78.30	.00	78.30
01-40-133	1,061.65	.00	1,061.65
01-40-210	376.97	.00	376.97
01-40-213	110.00	.00	110.00
01-40-215	1,281.77	.00	1,281.77
01-40-220	580.30	.00	580.30
01-40-221	2,074.37	.00	2,074.37
01-40-223	1,238.83	.00	1,238.83
01-40-227	1,794.99	.00	1,794.99
01-40-229	4,014.87	.00	4,014.87
01-40-230	12,325.00	.00	12,325.00
01-40-231	240.00	.00	240.00
01-40-235	5,389.64	.00	5,389.64
01-40-239	67.30	.00	67.30
01-45-210	174.40	.00	174.40
01-45-211	2,231.39	.00	2,231.39

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
18629									
10/21	10/01/2021	18629	282	Bureau of Labor and Industries	1	04-80-715	.00	74.88	74.88
Total 18629:							.00	74.88	74.88
18630									
10/21	10/01/2021	18630	607	Business Connections, Inc.	072209212021	01-40-215	.00	45.00	45.00
Total 18630:							.00	45.00	45.00
18631									
10/21	10/01/2021	18631	870	CECO, INC.	00335376	01-45-211	.00	60.01	60.01
Total 18631:							.00	60.01	60.01
18632									
10/21	10/01/2021	18632	466	CH2MHill Engineers Inc	D3395131-03	05-90-218	.00	2,541.22	2,541.22
Total 18632:							.00	2,541.22	2,541.22
18633									
10/21	10/01/2021	18633	327	De Lage Landen Financial Services, Inc.	73839222	01-40-223	.00	374.55	374.55
Total 18633:							.00	374.55	374.55
18634									
10/21	10/01/2021	18634	660	Element Graphics	1	01-45-211	.00	170.50	170.50
Total 18634:							.00	170.50	170.50
18635									
10/21	10/01/2021	18635	526	FEI Testing & Inspection Inc	32086	01-50-725	.00	1,165.60	1,165.60
Total 18635:							.00	1,165.60	1,165.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18636									
10/21	10/01/2021	18636	749	Galardi Consulting LLC	M-11	01-45-213	.00	1,110.00	1,110.00
Total 18636:							.00	1,110.00	1,110.00
18637									
10/21	10/01/2021	18637	926	Heidi Swirbul	1	01-56-210	.00	699.19	699.19
Total 18637:							.00	699.19	699.19
18638									
10/21	10/01/2021	18638	27	Metereaders LLC.	9968	05-90-212	.00	1,083.95	1,083.95
Total 18638:							.00	1,083.95	1,083.95
18639									
10/21	10/01/2021	18639	1004	Michael Hart	1	01-56-210	.00	36.00	36.00
Total 18639:							.00	36.00	36.00
18640									
10/21	10/01/2021	18640	919	Providence Health Plan	004869	01-40-132	.00	78.30	78.30
Total 18640:							.00	78.30	78.30
18641									
10/21	10/01/2021	18641	1005	Rent A Fence LLC	1	01-56-210	.00	1,200.00	1,200.00
Total 18641:							.00	1,200.00	1,200.00
18642									
10/21	10/01/2021	18642	231	Sunbelt Rentals Inc	118080884000	01-45-211	.00	25.50	25.50
Total 18642:							.00	25.50	25.50
18643									
10/21	10/01/2021	18643	1006	Teresa Shinn	1	01-31-300	.00	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18643:							.00		100.00
18644									
10/21	10/01/2021	18644	700	US Bank	0821-0921	01-40-227	.00	7,801.45	7,801.45
Total 18644:							.00		7,801.45
18645									
10/21	10/01/2021	18645	681	Xtreme Grafx LLC	25208	01-56-210	.00	1,581.74	1,581.74
Total 18645:							.00		1,581.74
18647									
10/21	10/07/2021	18647	1008	Ben Stackhouse	1	01-40-231	.00	40.00	40.00
Total 18647:							.00		40.00
18648									
10/21	10/07/2021	18648	1007	Carrie Barter	1	04-31-100	.00	343.25	343.25
Total 18648:							.00		343.25
18649									
10/21	10/07/2021	18649	777	Catherine Myers	1	01-40-231	.00	40.00	40.00
Total 18649:							.00		40.00
18650									
10/21	10/07/2021	18650	659	David Evans & Associates, Inc.	10521	05-95-611	.00	9,038.82	9,038.82
Total 18650:							.00		9,038.82
18651									
10/21	10/07/2021	18651	251	Dustin Patton	10012021	01-40-215	.00	70.00	70.00
Total 18651:							.00		70.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18652									
10/21	10/07/2021	18652	1010	Eric Metz	1	01-40-235	.00	2,424.64	2,424.64
Total 18652:							.00		2,424.64
18653									
10/21	10/07/2021	18653	16	Forrest Reid	0921	01-40-230	.00	12,325.00	12,325.00
Total 18653:							.00		12,325.00
18654									
10/21	10/07/2021	18654	1009	Frances Leasure	1	01-40-231	.00	40.00	40.00
Total 18654:							.00		40.00
18655									
10/21	10/07/2021	18655	908	Hughes Fire Equipment Inc.	568795	01-45-211	.00	163.00	163.00
Total 18655:							.00		163.00
18656									
10/21	10/07/2021	18656	569	Janelle Booth	10012021	01-40-215	.00	105.00	105.00
Total 18656:							.00		105.00
18657									
10/21	10/07/2021	18657	494	Kevin Kreitman	10012021	01-40-215	.00	105.00	105.00
Total 18657:							.00		105.00
18658									
10/21	10/07/2021	18658	561	Kimberly Wollenburg	10012021	01-40-215	.00	105.00	105.00
Total 18658:							.00		105.00
18659									
10/21	10/07/2021	18659	19	Linn County Planning and Building	1	01-52-211	.00	5,878.98	5,878.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18659:							.00		5,878.98
18660									
10/21	10/07/2021	18660	449	Mary Messersmith	1	01-45-210	.00	174.40	174.40
Total 18660:							.00		174.40
18661									
10/21	10/07/2021	18661	963	Matt Straite	10012021	01-40-215	.00	105.00	105.00
Total 18661:							.00		105.00
18662									
10/21	10/07/2021	18662	662	Mid-Valley Gravel Co	21224-26	03-70-215	.00	4,810.00	4,810.00
Total 18662:							.00		4,810.00
18663									
10/21	10/07/2021	18663	842	Pacific Northwest Development Group	1	01-40-229	.00	3,500.00	3,500.00
Total 18663:							.00		3,500.00
18664									
10/21	10/07/2021	18664	23	Pacific Power	928	04-80-217	.00	5,431.34	5,431.34
Total 18664:							.00		5,431.34
18665									
10/21	10/07/2021	18665	979	Randy Mueller	10012021	01-40-215	.00	70.00	70.00
Total 18665:							.00		70.00
18666									
10/21	10/07/2021	18666	508	Samantha Sheley	100521	01-40-231	.00	40.00	40.00
Total 18666:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18667									
10/21	10/07/2021	18667	207	Smith Glass Service, Inc.	L1054620	01-40-213	.00	110.00	110.00
Total 18667:							.00	110.00	110.00
18668									
10/21	10/07/2021	18668	328	Valley Merchant Police, Inc	1954	01-45-211	.00	292.50	292.50
Total 18668:							.00	292.50	292.50
18669									
10/21	10/07/2021	18669	786	Witherspoon Industries LLC	INV4701	01-40-223	.00	804.28	804.28
Total 18669:							.00	804.28	804.28
18670									
10/21	10/07/2021	18670	85	Xterma Pest Control Inc.	COM092160	01-40-223	.00	60.00	60.00
Total 18670:							.00	60.00	60.00
18671									
10/21	10/07/2021	18671	681	Xtreme GrafX LLC	25694	01-56-210	.00	2,049.95	2,049.95
Total 18671:							.00	2,049.95	2,049.95
18672									
10/21	10/14/2021	18672	25	ADS. LLC	12814.0921	04-80-213	.00	2,733.00	2,733.00
Total 18672:							.00	2,733.00	2,733.00
18673									
10/21	10/14/2021	18673	752	Angela Marie Apple-McConahy	1	01-40-231	.00	40.00	40.00
Total 18673:							.00	40.00	40.00
18674									
10/21	10/14/2021	18674	539	Barrett Business Services Inc.	3192297	01-45-211	.00	42.25	42.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18674:							.00		42.25
18675									
10/21	10/14/2021	18675	870	CECO, INC.	CP-00337727	01-45-211	.00	77.20	77.20
Total 18675:							.00		77.20
18676									
10/21	10/14/2021	18676	167	City County Insurance Services	PO-MIL-W202	01-40-133	.00	949.16	949.16
Total 18676:							.00		949.16
18677									
10/21	10/14/2021	18677	50	City of Albany	3518A	05-90-711	.00	133,875.55	133,875.55
10/21	10/14/2021	18677	50	City of Albany	3519	03-70-217	.00	88,777.89	88,777.89
10/21	10/14/2021	18677	50	City of Albany	3520	04-80-215	.00	19,372.92	19,372.92
Total 18677:							.00		242,026.36
18678									
10/21	10/14/2021	18678	916	ECONorthwest	24528	01-40-235	.00	2,965.00	2,965.00
Total 18678:							.00		2,965.00
18679									
10/21	10/14/2021	18679	703	Eileen Schneider	2	01-40-231	.00	40.00	40.00
Total 18679:							.00		40.00
18680									
10/21	10/14/2021	18680	191	Poe's Backhoe Service	1276	03-70-215	.00	15,155.00	15,155.00
Total 18680:							.00		15,155.00
18681									
10/21	10/14/2021	18681	455	U & D Trucking and Nursery	40360	05-90-212	.00	120.00	120.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18681:							.00		120.00
18682									
10/21	10/14/2021	18682	652	Wheat LLC	6468	02-60-214	.00	1,975.77	1,975.77
Total 18682:							.00		1,975.77
18683									
10/21	10/14/2021	18683	958	Wildish Paving Co.	5395	05-95-611	.00	542,459.50	542,459.50
Total 18683:							.00		542,459.50
18685									
10/21	10/21/2021	18685	7	4S Sign LLC	48051	02-60-218	.00	305.50	305.50
Total 18685:							.00		305.50
18686									
10/21	10/21/2021	18686	765	Handy Hands Landscape C&M LLC	92021	01-40-223	.00	1,536.00	1,536.00
Total 18686:							.00		1,536.00
18687									
10/21	10/21/2021	18687	536	Julianne Folin	2	01-45-210	.00	60.00	60.00
Total 18687:							.00		60.00
18688									
10/21	10/21/2021	18688	438	Kristen Barnes	10182021	01-45-210	.00	64.00	64.00
Total 18688:							.00		64.00
18689									
10/21	10/21/2021	18689	86	Letha Brunell	102021	01-40-231	.00	40.00	40.00
Total 18689:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18690									
10/21	10/21/2021	18690	649	Lynn Dunn	10192021	01-40-231	.00	40.00	40.00
Total 18690:							.00	40.00	40.00
18691									
10/21	10/21/2021	18691	483	MetLife - Group Benefits	3	01-40-135	.00	1,484.47	1,484.47
Total 18691:							.00	1,484.47	1,484.47
18692									
10/21	10/21/2021	18692	585	MorganCPS Group	8902	01-40-235	.00	140.00	140.00
Total 18692:							.00	140.00	140.00
18693									
10/21	10/21/2021	18693	77	Pamela McLagan	1	01-40-231	.00	40.00	40.00
Total 18693:							.00	40.00	40.00
18694									
10/21	10/21/2021	18694	41	Providence Health Plan	OCT21	01-40-132	.00	14,722.60	14,722.60
Total 18694:							.00	14,722.60	14,722.60
18695									
10/21	10/21/2021	18695	979	Randy Mueller	10132021	01-40-215	.00	35.00	35.00
Total 18695:							.00	35.00	35.00
18696									
10/21	10/21/2021	18696	912	Saalfeld Griggs PC	441605	01-40-230	.00	319.00	319.00
Total 18696:							.00	319.00	319.00
Grand Totals:							.00	893,643.86	893,643.86

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

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
18629									
10/21	10/01/2021	18629	282	Bureau of Labor and Industries	1	04-80-715	.00	74.88	74.88
Total 18629:							.00	74.88	74.88
18630									
10/21	10/01/2021	18630	607	Business Connections, Inc.	072209212021	01-40-215	.00	45.00	45.00
Total 18630:							.00	45.00	45.00
18631									
10/21	10/01/2021	18631	870	CECO, INC.	00335376	01-45-211	.00	60.01	60.01
Total 18631:							.00	60.01	60.01
18632									
10/21	10/01/2021	18632	466	CH2MHill Engineers Inc	D3395131-03	05-90-218	.00	2,541.22	2,541.22
Total 18632:							.00	2,541.22	2,541.22
18633									
10/21	10/01/2021	18633	327	De Lage Landen Financial Services, Inc.	73839222	01-40-223	.00	374.55	374.55
Total 18633:							.00	374.55	374.55
18634									
10/21	10/01/2021	18634	660	Element Graphics	1	01-45-211	.00	170.50	170.50
Total 18634:							.00	170.50	170.50
18635									
10/21	10/01/2021	18635	526	FEI Testing & Inspection Inc	32086	01-50-725	.00	1,165.60	1,165.60
Total 18635:							.00	1,165.60	1,165.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18636									
10/21	10/01/2021	18636	749	Galardi Consulting LLC	M-11	01-45-213	.00	1,110.00	1,110.00
Total 18636:							.00	1,110.00	1,110.00
18637									
10/21	10/01/2021	18637	926	Heidi Swirbul	1	01-56-210	.00	699.19	699.19
Total 18637:							.00	699.19	699.19
18638									
10/21	10/01/2021	18638	27	Metereaders LLC.	9968	05-90-212	.00	1,083.95	1,083.95
Total 18638:							.00	1,083.95	1,083.95
18639									
10/21	10/01/2021	18639	1004	Michael Hart	1	01-56-210	.00	36.00	36.00
Total 18639:							.00	36.00	36.00
18640									
10/21	10/01/2021	18640	919	Providence Health Plan	004869	01-40-132	.00	78.30	78.30
Total 18640:							.00	78.30	78.30
18641									
10/21	10/01/2021	18641	1005	Rent A Fence LLC	1	01-56-210	.00	1,200.00	1,200.00
Total 18641:							.00	1,200.00	1,200.00
18642									
10/21	10/01/2021	18642	231	Sunbelt Rentals Inc	118080884000	01-45-211	.00	25.50	25.50
Total 18642:							.00	25.50	25.50
18643									
10/21	10/01/2021	18643	1006	Teresa Shinn	1	01-31-300	.00	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18643:							.00		100.00
18644									
10/21	10/01/2021	18644	700	US Bank	0821-0921	01-40-227	.00	7,801.45	7,801.45
Total 18644:							.00		7,801.45
18645									
10/21	10/01/2021	18645	681	Xtreme Grafx LLC	25208	01-56-210	.00	1,581.74	1,581.74
Total 18645:							.00		1,581.74
18647									
10/21	10/07/2021	18647	1008	Ben Stackhouse	1	01-40-231	.00	40.00	40.00
Total 18647:							.00		40.00
18648									
10/21	10/07/2021	18648	1007	Carrie Barter	1	04-31-100	.00	343.25	343.25
Total 18648:							.00		343.25
18649									
10/21	10/07/2021	18649	777	Catherine Myers	1	01-40-231	.00	40.00	40.00
Total 18649:							.00		40.00
18650									
10/21	10/07/2021	18650	659	David Evans & Associates, Inc.	10521	05-95-611	.00	9,038.82	9,038.82
Total 18650:							.00		9,038.82
18651									
10/21	10/07/2021	18651	251	Dustin Patton	10012021	01-40-215	.00	70.00	70.00
Total 18651:							.00		70.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18652									
10/21	10/07/2021	18652	1010	Eric Metz	1	01-40-235	.00	2,424.64	2,424.64
Total 18652:							.00		2,424.64
18653									
10/21	10/07/2021	18653	16	Forrest Reid	0921	01-40-230	.00	12,325.00	12,325.00
Total 18653:							.00		12,325.00
18654									
10/21	10/07/2021	18654	1009	Frances Leasure	1	01-40-231	.00	40.00	40.00
Total 18654:							.00		40.00
18655									
10/21	10/07/2021	18655	908	Hughes Fire Equipment Inc.	568795	01-45-211	.00	163.00	163.00
Total 18655:							.00		163.00
18656									
10/21	10/07/2021	18656	569	Janelle Booth	10012021	01-40-215	.00	105.00	105.00
Total 18656:							.00		105.00
18657									
10/21	10/07/2021	18657	494	Kevin Kreitman	10012021	01-40-215	.00	105.00	105.00
Total 18657:							.00		105.00
18658									
10/21	10/07/2021	18658	561	Kimberly Wollenburg	10012021	01-40-215	.00	105.00	105.00
Total 18658:							.00		105.00
18659									
10/21	10/07/2021	18659	19	Linn County Planning and Building	1	01-52-211	.00	5,878.98	5,878.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18659:							.00		5,878.98
18660									
10/21	10/07/2021	18660	449	Mary Messersmith	1	01-45-210	.00	174.40	174.40
Total 18660:							.00		174.40
18661									
10/21	10/07/2021	18661	963	Matt Straite	10012021	01-40-215	.00	105.00	105.00
Total 18661:							.00		105.00
18662									
10/21	10/07/2021	18662	662	Mid-Valley Gravel Co	21224-26	03-70-215	.00	4,810.00	4,810.00
Total 18662:							.00		4,810.00
18663									
10/21	10/07/2021	18663	842	Pacific Northwest Development Group	1	01-40-229	.00	3,500.00	3,500.00
Total 18663:							.00		3,500.00
18664									
10/21	10/07/2021	18664	23	Pacific Power	928	04-80-217	.00	5,431.34	5,431.34
Total 18664:							.00		5,431.34
18665									
10/21	10/07/2021	18665	979	Randy Mueller	10012021	01-40-215	.00	70.00	70.00
Total 18665:							.00		70.00
18666									
10/21	10/07/2021	18666	508	Samantha Sheley	100521	01-40-231	.00	40.00	40.00
Total 18666:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18667									
10/21	10/07/2021	18667	207	Smith Glass Service, Inc.	L1054620	01-40-213	.00	110.00	110.00
Total 18667:							.00	110.00	110.00
18668									
10/21	10/07/2021	18668	328	Valley Merchant Police, Inc	1954	01-45-211	.00	292.50	292.50
Total 18668:							.00	292.50	292.50
18669									
10/21	10/07/2021	18669	786	Witherspoon Industries LLC	INV4701	01-40-223	.00	804.28	804.28
Total 18669:							.00	804.28	804.28
18670									
10/21	10/07/2021	18670	85	Xterma Pest Control Inc.	COM092160	01-40-223	.00	60.00	60.00
Total 18670:							.00	60.00	60.00
18671									
10/21	10/07/2021	18671	681	Xtreme GrafX LLC	25694	01-56-210	.00	2,049.95	2,049.95
Total 18671:							.00	2,049.95	2,049.95
18672									
10/21	10/14/2021	18672	25	ADS. LLC	12814.0921	04-80-213	.00	2,733.00	2,733.00
Total 18672:							.00	2,733.00	2,733.00
18673									
10/21	10/14/2021	18673	752	Angela Marie Apple-McConahy	1	01-40-231	.00	40.00	40.00
Total 18673:							.00	40.00	40.00
18674									
10/21	10/14/2021	18674	539	Barrett Business Services Inc.	3192297	01-45-211	.00	42.25	42.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18674:							.00		42.25
18675									
10/21	10/14/2021	18675	870	CECO, INC.	CP-00337727	01-45-211	.00	77.20	77.20
Total 18675:							.00		77.20
18676									
10/21	10/14/2021	18676	167	City County Insurance Services	PO-MIL-W202	01-40-133	.00	949.16	949.16
Total 18676:							.00		949.16
18677									
10/21	10/14/2021	18677	50	City of Albany	3518A	05-90-711	.00	133,875.55	133,875.55
10/21	10/14/2021	18677	50	City of Albany	3519	03-70-217	.00	88,777.89	88,777.89
10/21	10/14/2021	18677	50	City of Albany	3520	04-80-215	.00	19,372.92	19,372.92
Total 18677:							.00		242,026.36
18678									
10/21	10/14/2021	18678	916	ECONorthwest	24528	01-40-235	.00	2,965.00	2,965.00
Total 18678:							.00		2,965.00
18679									
10/21	10/14/2021	18679	703	Eileen Schneider	2	01-40-231	.00	40.00	40.00
Total 18679:							.00		40.00
18680									
10/21	10/14/2021	18680	191	Poe's Backhoe Service	1276	03-70-215	.00	15,155.00	15,155.00
Total 18680:							.00		15,155.00
18681									
10/21	10/14/2021	18681	455	U & D Trucking and Nursery	40360	05-90-212	.00	120.00	120.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18681:							.00		120.00
18682									
10/21	10/14/2021	18682	652	Wheat LLC	6468	02-60-214	.00	1,975.77	1,975.77
Total 18682:							.00		1,975.77
18683									
10/21	10/14/2021	18683	958	Wildish Paving Co.	5395	05-95-611	.00	542,459.50	542,459.50
Total 18683:							.00		542,459.50
18685									
10/21	10/21/2021	18685	7	4S Sign LLC	48051	02-60-218	.00	305.50	305.50
Total 18685:							.00		305.50
18686									
10/21	10/21/2021	18686	765	Handy Hands Landscape C&M LLC	92021	01-40-223	.00	1,536.00	1,536.00
Total 18686:							.00		1,536.00
18687									
10/21	10/21/2021	18687	536	Julianne Folin	2	01-45-210	.00	60.00	60.00
Total 18687:							.00		60.00
18688									
10/21	10/21/2021	18688	438	Kristen Barnes	10182021	01-45-210	.00	64.00	64.00
Total 18688:							.00		64.00
18689									
10/21	10/21/2021	18689	86	Letha Brunell	102021	01-40-231	.00	40.00	40.00
Total 18689:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18690									
10/21	10/21/2021	18690	649	Lynn Dunn	10192021	01-40-231	.00	40.00	40.00
Total 18690:							.00	40.00	40.00
18691									
10/21	10/21/2021	18691	483	MetLife - Group Benefits	3	01-40-135	.00	1,484.47	1,484.47
Total 18691:							.00	1,484.47	1,484.47
18692									
10/21	10/21/2021	18692	585	MorganCPS Group	8902	01-40-235	.00	140.00	140.00
Total 18692:							.00	140.00	140.00
18693									
10/21	10/21/2021	18693	77	Pamela McLagan	1	01-40-231	.00	40.00	40.00
Total 18693:							.00	40.00	40.00
18694									
10/21	10/21/2021	18694	41	Providence Health Plan	OCT21	01-40-132	.00	14,722.60	14,722.60
Total 18694:							.00	14,722.60	14,722.60
18695									
10/21	10/21/2021	18695	979	Randy Mueller	10132021	01-40-215	.00	35.00	35.00
Total 18695:							.00	35.00	35.00
18696									
10/21	10/21/2021	18696	912	Saalfeld Griggs PC	441605	01-40-230	.00	319.00	319.00
Total 18696:							.00	319.00	319.00
18697									
10/21	10/28/2021	18697	442	Brad Hulburt	4898	01-45-210	.00	62.40	62.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 18697:							.00		62.40
18698									
10/21	10/28/2021	18698	870	CECO, INC.	CP-00340699	01-45-211	.00	79.51	79.51
Total 18698:							.00		79.51
18699									
10/21	10/28/2021	18699	466	CH2MHill Engineers Inc	D3395313	05-90-218	.00	5,887.68	5,887.68
Total 18699:							.00		5,887.68
18700									
10/21	10/28/2021	18700	205	Linn County Tax Collector	396412	01-40-238	.00	684.11	684.11
10/21	10/28/2021	18700	205	Linn County Tax Collector	399440	01-40-238	.00	744.64	744.64
10/21	10/28/2021	18700	205	Linn County Tax Collector	44392	01-40-238	.00	223.63	223.63
10/21	10/28/2021	18700	205	Linn County Tax Collector	46439	01-40-238	.00	750.66	750.66
10/21	10/28/2021	18700	205	Linn County Tax Collector	774045	01-40-238	.00	48.71	48.71
10/21	10/28/2021	18700	205	Linn County Tax Collector	774078	01-40-238	.00	33.22	33.22
10/21	10/28/2021	18700	205	Linn County Tax Collector	774094	01-40-238	.00	8.93	8.93
10/21	10/28/2021	18700	205	Linn County Tax Collector	774136	01-40-238	.00	106.60	106.60
10/21	10/28/2021	18700	205	Linn County Tax Collector	946397	01-40-238	.00	504.89	504.89
Total 18700:							.00		3,105.39
18701									
10/21	10/28/2021	18701	836	LS Networks	63200	01-40-215	.00	585.81	585.81
10/21	10/28/2021	18701	836	LS Networks	64503	01-40-215	.00	360.13	360.13
10/21	10/28/2021	18701	836	LS Networks	65530	01-40-215	.00	484.20	484.20
Total 18701:							.00		1,430.14
18702									
10/21	10/28/2021	18702	701	Mendy Lou Posey	2252	01-40-231	.00	40.00	40.00
Total 18702:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
18703									
10/21	10/28/2021	18703	612	Miranda Halseth	10262021	01-45-210	.00	200.00	200.00
Total 18703:							.00	200.00	200.00
18704									
10/21	10/28/2021	18704	447	R.L Reimers Company	221546	04-80-715	.00	28,452.67	28,452.67
Total 18704:							.00	28,452.67	28,452.67
18705									
10/21	10/28/2021	18705	1011	Sierra Springs	1	01-40-221	.00	48.38	48.38
Total 18705:							.00	48.38	48.38
18706									
10/21	10/28/2021	18706	1013	Stephanie Goates	5838	01-40-231	.00	40.00	40.00
Total 18706:							.00	40.00	40.00
18707									
10/21	10/28/2021	18707	1012	Zane Tandy	5575	01-40-231	.00	40.00	40.00
Total 18707:							.00	40.00	40.00
Grand Totals:							.00	933,030.03	933,030.03

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21100	.00	405,895.65-	405,895.65-
01-31-300	100.00	.00	100.00
01-40-132	14,800.90	.00	14,800.90
01-40-133	1,061.65	.00	1,061.65
01-40-135	1,484.47	.00	1,484.47
01-40-210	742.24	.00	742.24



TO: Millersburg City Council
 VIA: Kevin Kreitman, City Manager
 FROM: Janelle Booth, Assistant City Manager/City Engineer
 DATE: November 2 for the November 9, 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:

- Interior framing for the lobby, offices, living area, and day room.
- Rough in for the HVAC, electrical, and plumbing for the lobby, offices, living area, and day room.
- Apparatus bay framing complete, installation of roof and weather barrier ongoing.
- Installation of exterior building flashing and insulation.

Upcoming Work – Next Three Weeks:

- Water main installation.
- PPL vault for primary power. Wildish site electrical will follow after this.
- Electrical, plumbing, and fire sprinkler subcontractors working in living quarters.
- Exterior insulation continuation, with siding to follow.
- Utility slab work to begin.

Overall Project Schedule:

- Overall schedule still on track.

Financial Update:

- Total Invoiced to Date: \$2,546,857 (42% of total project cost)
- Change Order 1 is approved – 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

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	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 #13

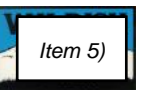
Milestones:
 Notice to Proceed: 4/1/21
 Preconstruction Meeting: 4/6/21
 1200C Permit Received: 5/4/21
 Start of Work: 5/10/21
 Substantial Completion: 5/2/22
 Final Completion: 5/31/22

SCHEDULE FOR WEEKS: **11/1/2021** to **11/22/2021**

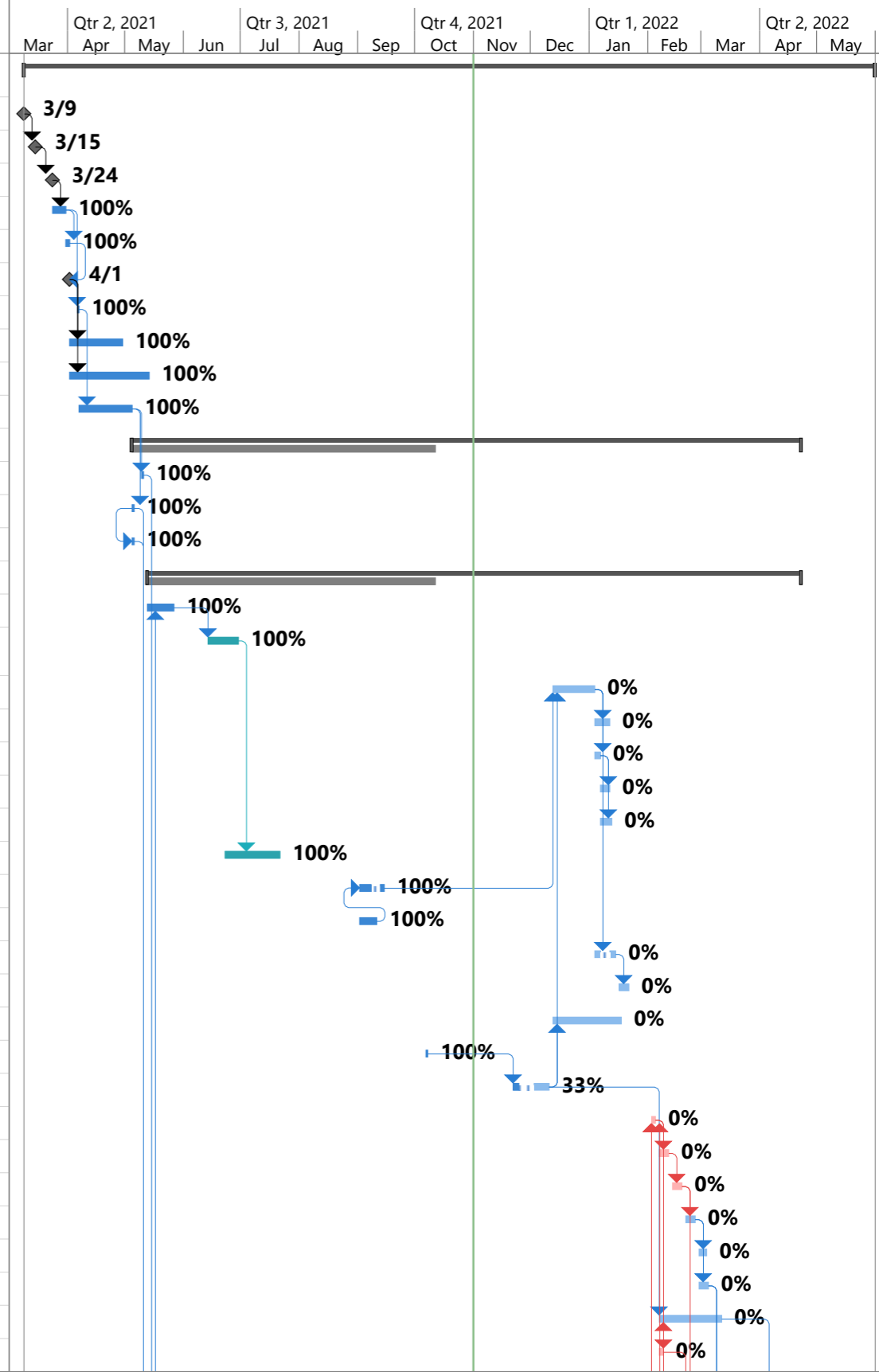
Activity	Crew/Sub	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	Remarks
		11/1	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	
PP&L Vault Install	PP&L		Vault Prep	Vault Install																				Key Line/ PP&L
Water Main Line Install	Wildish Construction Co.															Water Main	Water Main	Water Main	Water Main	Water Main				
Excavate for Site Electrical	Wildish Construction Co.																Site Electrical	Site Electrical	Site Electrical					Pending PR1 Pricing Approval
Install Site Electrical	Superior Electric																			Site Electrical			Site Electrical	Pending PR1 Pricing Approval
Street Excavate, Fabric & Rock	Wildish Construction Co.																							
MEPF Rough In Grids C to G	MEPF Subs	Rough In	Rough In	Rough In	Rough In	Rough In			Rough In	Rough In	Rough In	Rough In	Rough In			Rough In	Rough In	Rough In	Rough In	Rough In				
Insulate Wall Exterior	Home	Insulate	Insulate	Insulate	Insulate	Insulate																		
PT Rainscreen Nailers	Siding Specialist								PT Rainscreen Nailers	PT Rainscreen Nailers	PT Rainscreen Nailers	PT Rainscreen Nailers	PT Rainscreen Nailers											
Metal Siding Install	JR Swigart											Siding	Siding			Siding	Siding	Siding	Siding	Siding			Siding	
Fiber Cement Siding	Siding Specialist											Cement Siding	Cement Siding			Cement Siding	Cement Siding	Cement Siding	Cement Siding	Cement Siding			Cement Siding	
Framing Grids A to C	NFS	Framing	Framing	Framing	Framing				Framing	Framing	Framing	Framing												
Roof Sheeting grids A- C	NFS	Sheeting	Sheeting	Sheeting																				
Engineer Inspect Framing	Crow				Inspection																			
Roof & Wall Nailing Inspection Grids A- C	FEI, County				Inspection																			
Insulate & Dry In Roof Grids A to C	JR Swigart								Insulate Dry In Roof	Insulate Dry In Roof	Insulate Dry In Roof													
WRB Exterior Walls Grids A to C	Home					WRB			WRB	WRB	WRB	WRB	WRB			WRB	WRB	WRB	WRB	WRB				
Metal wall Flashings grids A to C	JR Swigart											Flashings	Flashings			Flashings	Flashings	Flashings						
Exterior Insulation B & C Line Roof Access	Home															Insulate	Insulate	Insulate	Insulate	Insulate				
Fiber Cement Siding B & C Line Roof Access	Siding Specialist																		Cement Siding	Cement Siding				
MEPF Rough In Grids A to C	MEPF Subs											MEPF Rough In	MEPF Rough In			MEPF Rough In	MEPF Rough In	MEPF Rough In	MEPF Rough In	MEPF Rough In			MEPF Rough In	
Fabricate Precast Panels	Wildish Building Co.								Panels	Panels	Panels	Panels	Panels			Panels	Panels	Panels	Panels	Panels			Panels	
Exterior Hollow Metal Frames Install	TGC																	Frames Install	Frames Install	Frames Install			Frames Install	
Utility Slab Pricing	Wildish Building Co.	Pricing	Pricing	Pricing	Pricing	Pricing																		Pending RFI 96 Response
Utility Slab MEP Rough In	Superior Electric, JET								Rough In Under Slab	Rough In Under Slab	Rough In Under Slab	Rough In Under Slab	Rough In Under Slab											Pending RFI 96 Response and PR5 Pricing Approval
Form Utility Slabs Footings	Wildish Building Co.															Forms	Forms	Forms	Forms	Forms				Pending RFI 96 Response and PR5 Pricing Approval
Rebar Order and Install	R2M2								Order rebar															Pending RFI 96 Response and PR5 Pricing Approval
Pour Footings Utility Court	Wildish Building Co.																							Pending RFI 96 Response and PR5 Pricing Approval

Construction Schedule

Status Date: Thu 10/28/21

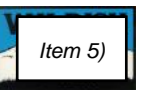


ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	✓	Millersburg Fire Station 15	311 days	Tue 3/9/21	Tue 5/31/22																		
2	✓	Bid Day	0 days	Tue 3/9/21	Tue 3/9/21		City of Millersburg																
3	✓	Intent 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	72	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	Mon 12/13/21	Mon 1/3/22	25,31	Pacific Power, Wildish, Superior																
20	✓	Site Lighting Conduits and Pole Bases	6 days	Tue 1/4/22	Tue 1/11/22	19	Superior																
21	✓	Sleeve for Natural Gas	3 days	Tue 1/4/22	Thu 1/6/22	19	Wildish Construction Co.																
22	✓	Natural Gas Line Install	3 days	Fri 1/7/22	Tue 1/11/22	21	NWNG																
23	✓	Comcast Conduit to Building	4 days	Fri 1/7/22	Wed 1/12/22	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	Tue 1/4/22	Fri 1/14/22	19	Wildish Construction Co.																
28	✓	Storm Piping to Swales & Ponds	5 days	Mon 1/17/22	Fri 1/21/22	27	Wildish Construction Co.																
29	✓	Public Road - Excavation, Grading, Import	20 days	Mon 12/13/21	Mon 1/17/22	31	Wildish Construction Co.																
30	✓	Hot Tap Water Main	1 day	Thu 10/7/21	Thu 10/7/21		AA																
31	✓	Water Main Line Install	9 days	Mon 11/22/21	Fri 12/10/21	30	Wildish Construction Co.																
32	✓	Grading Courtyard	2 days	Thu 2/3/22	Fri 2/4/22	141,142,140	Wildish Construction Co.																
33	✓	Courtyard Fence Posts	5 days	Mon 2/7/22	Fri 2/11/22	32	Wildish Building Co.																
34	✓	Courtyard Concrete Slab	5 days	Mon 2/14/22	Fri 2/18/22	33	Wildish Construction Co.																
35	✓	Courtyard Bench Footing	5 days	Mon 2/21/22	Fri 2/25/22	34	Wildish Building Co.																
36	✓	Courtyard Bench Install	4 days	Mon 2/28/22	Thu 3/3/22	35	Wildish Building Co.																
37	✓	Courtyard Fence Install	5 days	Mon 2/28/22	Fri 3/4/22	35	JR Swigart Roofing																
38	✓	Public Road - Concrete Curb/Gutter, Sidewalks	25 days	Mon 2/7/22	Fri 3/11/22	31FS-5 days,66	Wildish Construction Co.																
39	✓	Sleeving for Irrigation	2 days	Mon 2/7/22	Tue 2/8/22	32	Wildish Construction Co.																

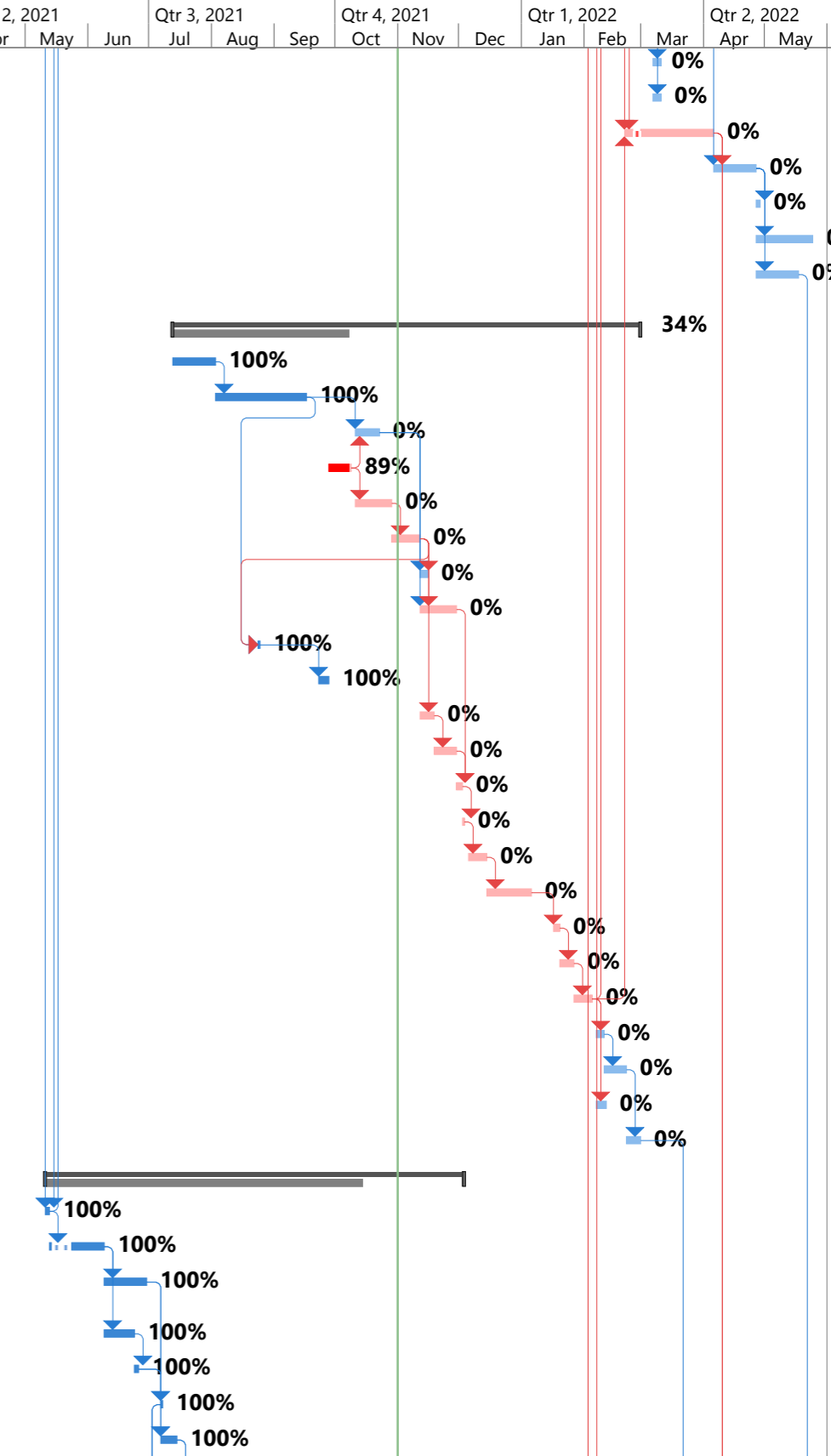


Construction Schedule

Status Date: Thu 10/28/21

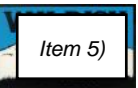


ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart														
								Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
40		Pour Flag Pole Bases	4 days	Mon 3/7/22	Thu 3/10/22	37	Wildish Building Co.															
41		Install Site Bollards	4 days	Mon 3/7/22	Thu 3/10/22	37	Wildish Building Co.															
42		Sidewalks, Curb/Gutter, Conc Paving	30 days	Mon 2/21/22	Tue 4/5/22	34,39,66	Wildish Construction Co.															
43		Public Road & Civil Onsite - Asphalt Paving	15 days	Wed 4/6/22	Tue 4/26/22	38,42	North Santiam Paving Co.															
44		Install Flag Poles	2 days	Wed 4/27/22	Thu 4/28/22	43	Wildish Building Co.															
45		Emergency Signal @Old Salem Rd.	20 days	Wed 4/27/22	Tue 5/24/22	43																
46		Public Road & Civil Onsite - Striping, Wheel Stops, Barricade, Gate, ADA & Lot Signage	15 days	Wed 4/27/22	Tue 5/17/22	43	B&T Striping and Curbing															
47		Utility Court Area	156 days	Tue 7/13/21	Mon 2/28/22																	
48		RFI's 39,40 & 41	15 days	Tue 7/13/21	Mon 8/2/21		Wildish Building Co.															
49		Complete Design Issue PR #5	32 days	Tue 8/3/21	Thu 9/16/21	48	Owner															
50		PR #5 Pricing	10 days	Mon 10/11/21	Fri 10/22/21	49,51	All Subs															
51		RFI 96 - Design Change HVAC Ventilation	9 days	Tue 9/28/21	Fri 10/8/21		Owner															
52		PR#5 Pricing continued with RFI 96 info	14 days	Mon 10/11/21	Thu 10/28/21	51	All Subs															
53		Owner Review Pricing, Direction to Proceed	10 days	Fri 10/29/21	Thu 11/11/21	52	Owner															
54		Order Materials	2 days	Fri 11/12/21	Mon 11/15/21	50,53	All Subs															
55		Order Rebar	10 days	Fri 11/12/21	Mon 11/29/21	50,53	R2M2 Reinforcing															
56		Survey and Layout	1 day	Tue 8/24/21	Tue 8/24/21	49,53	Lazersite															
57		Excavate & Rock	3 days	Thu 9/23/21	Mon 9/27/21	56	Wildish Construction Co.															
58		Electrical Underslab Rough In	5 days	Fri 11/12/21	Thu 11/18/21	53	Superior															
59		Form Footings	5 days	Fri 11/19/21	Mon 11/29/21	58	Wildish Building Co.															
60		Tie Rebar & Inspections	3 days	Tue 11/30/21	Thu 12/2/21	55,59	R2M2,Wildish															
61		Pour Footings	1 day	Fri 12/3/21	Fri 12/3/21	60	Wildish															
62		Cure Footings	7 days	Mon 12/6/21	Tue 12/14/21	61	Wildish Building Co.															
63		CMU Walls	10 days	Wed 12/15/21	Wed 1/5/22	62	Haps Masonry															
64		Rock Fill for Slabs	3 days	Mon 1/17/22	Wed 1/19/22	63FS+7 days	Wildish Construction Co.															
65		Form & Pour Slabs	5 days	Thu 1/20/22	Wed 1/26/22	64	Wildish Construction Co.															
66		Cure Slabs	7 days	Thu 1/27/22	Fri 2/4/22	65	Wildish Construction Co.															
67		Pour Housekeeping Pads for Equipment	4 days	Mon 2/7/22	Thu 2/10/22	66	Wildish Building Co.															
68		Cure Housekeeping Pads	7 days	Fri 2/11/22	Mon 2/21/22	67	Wildish Building Co.															
69		Install Electrical Gear at Generator Pad	5 days	Mon 2/7/22	Fri 2/11/22	66	Superior															
70		Install ODU- 1A & 1B	5 days	Tue 2/22/22	Mon 2/28/22	68	JET Industries															
71		Building Structure	145 days	Tue 5/11/21	Fri 12/3/21																	
72		Access Road Cut In for Pad Earthwork	2 days	Tue 5/11/21	Wed 5/12/21	13,14,15	Wildish Construction Co.															
73		Building Pad - Strip Veg, Excavation, Grading, Import	13 days	Thu 5/13/21	Tue 6/8/21	72	Wildish Construction Co.															
74		Building Slab - MEP Under Slab, Inspection, Backfill	15 days	Wed 6/9/21	Tue 6/29/21	73	Brothers Plumbing,JET Industries,Superior Electric,Wildish Construction Co.															
75		Building Slab - Form	11 days	Wed 6/9/21	Wed 6/23/21	73	Wildish Building Co.															
76		Building Slab - Vapor Barrier, Reinforcing	2 days	Thu 6/24/21	Fri 6/25/21	75	Wildish Building Co.,R2M2 Reinforcing															
77		Building Slab - Pour	1 day	Wed 7/7/21	Wed 7/7/21	74,76	LaRusso Concrete,Wildish Building Co.															
78		Water Cure Slab	6 days	Wed 7/7/21	Wed 7/14/21	74,76	Wildish Building Co.															



Construction Schedule

Status Date: Thu 10/28/21



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Timeline														
								Mar	Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022	
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
159		Punch List Completed	18 days	Thu 5/5/22	Mon 5/30/22	158	Wildish Building Co.															
160		OFOI Furniture & Equipment	18 days	Thu 5/5/22	Mon 5/30/22	158	City of Millersburg															
161		Close Out Package Submittal	20 days	Tue 5/3/22	Mon 5/30/22	157	Wildish Building Co.															
162		Final Completion	0 days	Tue 5/31/22	Tue 5/31/22	159,154	Wildish Building Co.															



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: City Staff
DATE: November 2, 2021 for Council Meeting November 9, 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

Lift station repair work has been completed. Landscape restoration of adjacent property has also been completed. This restoration addresses impacts from both the recent repair and the previous lift station upgrade project which used the adjacent field as a staging area.

MS4 Permit Compliance

Millersburg's first annual report under the new MS4 permit was submitted in October. Staff are working to determine what changes will be necessary to implement the requirements of the permit. These changes will include modifications to existing City codes and engineering standards, as well as additional inspection, maintenance, and documentation activities. Millersburg will also need to develop and adopt a Stormwater Management Plan (SWMP) document, which will likely require consultant support. More information on the MS4 permit implementation will be provided at future meetings.

Housing Needs Analysis/Buildable Lands Inventory (HNA/BLI)

The City has now reviewed and commented on the first draft of the HNA/BLI. This study inventories the housing stock for the City and forecasts the City's needs for the next 20 years in terms of housing levels, and types. This required study is the foundation of the new Housing Chapter for the City's Comprehensive Plan, which is currently being revised. We will be bringing the study to the City Council for adoption sometime around the beginning of the next year.

Addressing Update

Since the City was formed, we have been required to use the City of Albany as the last line of our addresses, even though we are an incorporated City. That's now changed. The City has been working with leadership at the Post Office to now allow either the name Albany or Millersburg as the "last line" of all addresses in Millersburg. The zip code will not change. This change will simply recognize Millersburg for all addresses in the City. We have prepared a flyer that will be passed out with City utility billing next month to let the people of the City know.



TO: Millersburg City Council

VIA: Kevin Kreitman, City Manager

FROM: Janelle Booth, Assistant City Manager/City Engineer

DATE: October 26, 2021, for the November 9, 2021, City Council Meeting

SUBJECT: ADS Flow Monitoring Contract Amendment 15

Action Requested:

Approval to sign an Amendment 15 to the Agreement with ADS Environmental Services, to provide Millersburg with sewer flow monitoring services.

Discussion:

The City of Millersburg is required to provide flow monitoring information to the City of Albany for sanitary sewer discharge to the wastewater treatment plant. This information is used to calculate Millersburg's quarterly charges for wastewater treatment. In addition, flow monitoring is also performed to track wastewater discharge from major industries.

In December of 2001, the City of Millersburg entered into a contract with ADS for flow monitoring service for a period of two years. Subsequent amendments have extended the contract for additional two-year periods. The last amendment, Amendment 13 was modified by Amendment 14 April 1, 2021, to include a change to monthly monitoring of ATI discharge for our new sewer rates and expired October 31, 2021.

Staff is requesting Council approval to continue the agreement with ADS for an additional two-year period through Amendment 15. This amendment is attached.

The cost associated with approval of Amendment 15 is the same monthly rate as monthly rate previously approved by Council, in Amendment 14.

Budget Impact:

Total base monthly fee for service of \$2,622 was planned for in the current budget.

Recommendation:

Staff recommends Council approval of and authorization for the City Manager to sign Amendment 15 to the Agreement for Technical Services with ADS Environmental Services.

Attachment(s):

- Amendment No 15

AMENDMENT NO 15

THIS AMENDMENT NO 15 (“Amendment 15”) is made and entered into this ____ day of _____, 20__ by and between the City of Millersburg, Oregon, (“Owner”), and ADS Environmental Services, a division of ADS Corporation (“ADS”). Collectively, Owner and ADS are sometimes referred to as the “Parties”.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on July 30, 2015 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 11”); and

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

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

AMENDMENT NO 15

Item 8)

WHEREAS, on April 1, 2021 the Parties amended the duration, scope, and terms and conditions of the Agreement (“Amendment 14”); and

WHEREAS, the Parties desire to amend the duration, compensation, and terms and conditions of the Agreement, as amended, in this Amendment 15, and all other terms of the Agreement, as amended, shall control unless modified herein; and

WHEREAS, this Amendment 15 shall become effective on November 1, 2021 and shall remain in effect until October 31, 2023 unless terminated according to the provisions of the Agreement, as amended.

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

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

SIGNATURES ON NEXT PAGE

AMENDMENT NO 15

Item 8)

IN WITNESS WHEREOF, ADS and Owner executed this Amendment No. 15 to the Agreement, as amended, as of the date first above written.

FOR OWNER:

FOR ADS:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

**Exhibit C
ADS COMPENSATION**

Item	Task/ Description	Units	Unit Costs	2-Year Cost
1	ADS Weekly Meter Check • MI_01, MI_02, MI_05 weekly online check of flow meter • ADS will notify city of Millersburg of any issues, ADS will describe problem, recommend actions required to remedy problem.	3 sites/ month	\$ 196.00	\$ 4,704.00
2	ADS Data Analysis and Reporting Services • MI_02 and MI_05 monthly data analysis and reporting	2 sites/ month	\$ 576.00	\$ 13,824.00
3	ADS Data Analysis and Reporting Services • MI_01 Bi-Annual data analysis and reporting	1 site/ bi-annual	\$ 417.00	\$ 1,668.00
4	ADS Bi-Annual Maintenance Services • Sites MI_01, MI_02, MI_05 • Two (2) man confined space technicians • Flow Meter Maintenance/ Site Confirmations • Sensor cleaning • Battery replacement • Cellular Capabilities, includes AT&T SIM charges • Travel time and expenses included • If meter fails within 30 days of last bi-annual service visit ADS will waive travel/hourly costs. Excludes probe fowling or silting issues.	bi-annual	\$ 4,325.00	\$ 17,300.00
5	ADS Non Scheduled Maintenance • Two (2) man crew • See Standard ADS Labor Rates • Millersbur12:/Ch2Mhill to authorize before mobilization	hourly	n/a	n/a

Monthly Fees, Excluding Equipment Purchase and Installation: \$ 1,562.33

2-Year Contract Value \$ 37,496.00

ADS Hourly Labor Rates:

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

Pricing assumptions:

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

TO: Millersburg City Council

FROM: Kevin Kreitman, City Manager

DATE: October 26, 2021, for the November 9, 2021, City Council Meeting

SUBJECT: Republic Services Rate Increase Request for Calendar year 2022

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

Discussion: The City of Millersburg currently has an exclusive franchise agreement with Albany-Lebanon Sanitation (dba Republic Services). Under the current franchise agreement (attached) Republic Services is required to submit to the City a schedule of rates for its customers, and those rates are subject to approval by resolution by the City Council (Section 21 of the Franchise Agreement).

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

Remaining items the Council is to consider are addressed in Section 21 of the current franchise agreement. **ORS 459A.085 City, county authority to issue collection service franchises; opportunity to recycle; rates** (attached) has additional requirements regarding rate increase requests in Section 8.

Republic Services is requesting a 5.9% increase for 2022 for an average of \$1.37 per residential account per month. For comparison, Republic Services did not have a cost increase last year. The 2022 increase will be effective January 1, 2022, and is based upon the formula identified in our Franchise Agreement based on the Consumer Price Index, fuel pricing, and disposal costs.

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

Recommendation: Staff recommends passage of Resolution 2021-23 authorizing the 5.9% increase.

Attachment(s):

- Franchise Agreement – Albany Lebanon Sanitation
- ORS 459A
- Rate increase request supporting documentation, current and proposed rates from Republic Services
- Resolution 2021-23 - Republic Services Rate Increase for 2022



AN ORDINANCE GRANTING AN EXCLUSIVE
 SOLID WASTE MANAGEMENT
 FRANCHISE TO ALBANY-LEBANON SANITATION)
 COMPANY; AND FIXING TERMS, CONDITIONS)
 AND COMPENSATION OF SUCH FRANCHISE ORDINANCE NO. 98

THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS:

Section 1. Short Title: This Ordinance shall be known as the "Solid Waste Management Ordinance" and may be so cited and pleaded and shall be cited herein as "this Ordinance."

Section 2. Purpose, Policy and Scope

- (a) In order to protect the health, safety, welfare and environment and to conserve energy and natural resources within the City; in order to provide for the Opportunity to Recycle, and to otherwise provide for solid waste management, it is declared to be the public policy of the City to regulate solid waste management to:
- (1) Carry out policies in ORS 459 and ORS 459A and to provide for the Opportunity to Recycle, taking advantage of a coordinated area-wide recycling collection service and promotion, education and marketing program;
 - (2) Insure safe, economical and comprehensive solid waste management service, including the efficient accumulation, storage, collection, transportation and disposal or resource recovery of solid wastes;
 - (3) Insure rates that are just, fair, reasonable and adequate to provide necessary service to users;
 - (4) Prohibit rate preference and other discriminatory practices which benefit one or a few users at an expense to other users of the service or the public.
- (b) Pursuant to ORS 459A.085, this Ordinance is adopted and the collection service franchise granted under this Ordinance is continued, extended and renewed. This action carries out the requirements of ORS 459A; the purposes of ORS 459.015 and the State Solid Waste Management Plan. The Ordinance is also adopted under municipal authority of the City.
- (c) To achieve the purposes of this Section, the City Council finds that it is necessary to have an exclusive collection service franchise for the City. On the basis of adequate public service, a voluntary level of recycling service in excess of City and State requirements; and meeting all requirements of this Ordinance, the existing collector, Albany-Lebanon Sanitation Company, a division of Allied Waste in North America, is recognized and franchised.

- (d) No person shall accumulate, store, collect, transport, dispose of, or resource recover solid wastes or provide service, except in compliance with this Ordinance and with ORS Chapters 459 and 459A dealing with solid waste and with regulations of the Environmental Quality Commission promulgated thereunder.
- (e) Except as otherwise provided in Section 4. of this Ordinance, no person other than the franchisee shall provide service or offer to provide or advertise for the performance of service.

Section 3. Definitions and Explanations

1. As used in this Ordinance:

(a) Specific Definitions:

- (1) "City" means the City of Millersburg and the area within its boundaries, including its boundaries as extended in the future.
- (2) "Collection Vehicle" is any vehicle used to collect, transport or dispose of solid waste and recyclable materials.
- (3) "Compaction" means the process by which material is shredded, manually compacted or mechanically compacted.
- (4) "Compensation" includes:
 - a. Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provisions for the payment of money, goods, services or benefits by tenants, lessees, occupants, members, cooperatives, or similarly situated persons.
 - b. The exchange of service between persons; and
 - c. The flow of consideration from a person owning, possessing or generating solid waste to another person who provides services or from a person providing services to another person owning, possessing or generating solid waste.
- (5) "Council" means the legislative body of the City
- (6) "Dispose or Disposal" includes accumulation, storage, collection, transportation and disposal of solid waste
- (7) "Franchise Collection" is a franchise to collect, transport, process, or recover solid waste and recyclable materials.
- (8) "Franchise Disposal" is a franchise to create or maintain a disposal site.
- (9) "Franchisee" means the person granted the Franchise by Section 4. of this Ordinance, or a subcontractor of such person. The particular Franchisee referred to in this Ordinance is Albany-Lebanon Sanitation Company.
- (10) "Generator" means the person who produces the solid waste and recyclable material and places it for collection and disposal or

processing. The term does not include a person who manages an intermediate function that results in alteration or compaction of the material after it has been produced by the generator and placed for collection and disposal or recovery.

- (11) "Grantee" means the corporation referred to in Section 2- 4. of this Ordinance.
- (12) "Infectious Waste" means biological waste, cultures and stocks, pathological wastes and sharps as defined in ORS 459.386 and 459.387.
- (13) "Incinerator" means a waste-to-energy facility specifically designed for the reduction by burning of solid, semi-solid or liquid combustible wastes, and the recovery of energy from said wastes.
- (14) "Mixed Recyclables" means two or more recyclable materials collected together, that are not separated, and that are in the combination of materials allowed by the City.
- (15) "Person" means an individual, corporation, association, firm, partnership, cooperative, trust, estate, joint partnership or other private legal entity.
- (16) "Placed for collection" means Solid waste, recyclable materials or yard debris that has been placed by the generator for collection by the franchisee in accordance with the terms of this Ordinance.
- (17) "Processing" means an operation where collected materials are sorted, graded, cleaned, identified or otherwise prepared for end use markets.
- (18) "Public Place" includes any City-owned park, place or grounds within the City that is open to the public but does not include a street or bridge.
- (19) "Putrescible Material" is solid waste containing organic material that can decompose and may give rise to foul-smelling, offensive products or which is capable of providing food for birds and potential disease vectors, such as rodents and flies, including but not limited to bones, meat, meat scraps, fat, grease, fish, fish scraps, vegetables, fruit and food containers or products contaminated with food wastes, particles or residues.
- (20) "Recycling Opportunity" means recycling done in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
- (21) "Resource Recovery" is the process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.
- (22) "Rules" are rules promulgated by state agencies pursuant to ORS Chapter 459 and Chapter 459A.
- (23) "Sanitary Landfill" is a site operated in compliance with a permit issued by the Department of Environmental Quality for the disposal of solid waste by placing it in or upon land and covering it with earth or other approved cover material.

- (24) "Service" means collection service as defined by ORS 459.005(3) and which service includes the collection, transportation, disposal, reuse, recycling or other resource recovery of or from solid waste or recyclable materials or both, by franchisee for compensation.
- (25) "Service Area" is the geographical area in which service, other than operation of a disposal site, is provided by franchisee, and includes all area within the city limits of the City.
- (26) "Solid Waste" {See General Definitions}
- (27) "Solid Waste Management" is the management of service.
- (28) "Transfer Site or Transfer Facility" means a facility used as an adjunct to collection vehicles, a resource recovery facility, or a disposal site between the collection of the waste/solid waste and disposal site, including but not limited to a concrete slab, pit, building, hopper, railroad gondola or barge. Transfer site or transfer facility does not include a self-propelled, compactor-type solid waste collection vehicle into which scooters, pickups, small packers or other satellite collection vehicles dump collected solid waste for transport to a transfer site, disposal site, landfill, waste-to-energy facility, or resource recovery site or facility.
- (29) "Waste" is material that is no longer wanted or usable by the source, the source generator or producer of the material, which material is to be disposed of or resource recovered by another person, and includes both source separated material and non-source separated materials.

- (b) General Definitions. The following terms shall have the meanings as they are defined in ORS 459.005 and 459A.005: "Collection Service," "Commercial," "Disposal Site," "Energy Recovery," "Franchise," "Hazardous Waste," "Household Hazardous Waste," "Material Recovery," "Recyclable Material," "Recycling," "Reuse," "Solid Waste," "Source Separate."

2. As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

Section 4. Rights Granted by Exclusive Franchise. Subject to the conditions and reservations contained in this Ordinance, and to further the purpose, policy and scope as stated in Section 2. herein, the City hereby grants to ALBANY-LEBANON SANITATION COMPANY, a corporation, the exclusive right, privilege and franchise to provide service to residents and persons located within the City of Millersburg, and to use the City streets within the City of Millersburg for said purpose, and to charge compensation from the residents and persons within the City for whom service is provided. The franchisee shall have all other rights, privileges and franchises necessary or incidental to the business of providing such service. The boundaries of the City are those in effect as of the effective date of this Ordinance, and any area that may be hereafter annexed to the City. For the purpose of this Franchise, the Franchisee shall have the right to use the streets of the City. No other person shall provide service for compensation or

offer to provide or advertise for the performance of such service to any owner, tenant, lessee, member or occupant of any real property in the City.

Nothing in this Ordinance shall:

- (a) Prohibit any person from engaging in the collection of source separated materials for resource recovery or recycling for the purpose of raising funds for a charitable, civic or benevolent activity after notice to the Franchisee and permission from the Franchisee or the Council, providing said person or organization is not organized or operated for any solid waste management purpose.
- (b) Prohibit any person from transporting solid wastes produced by themselves if the loading and operation of the vehicle containing the solid waste or wastes prevents the contents from dropping, sifting, leaking or otherwise escaping onto public rights-of-way or property adjacent thereto, and if such material will be disposed of or resource recovered pursuant to all applicable laws, ordinances and regulations of federal, state or local government units having jurisdiction. Solid waste produced by a tenant, lessee, member, occupant or person other than the owner of the occupied, leased, or licensed premises shall be considered to be produced by such tenant, licensee, member, occupant or person and not by the landlord or property owner, and shall not be collected or transported by the owner or manager or landlord of the facility being rented, leased or for which a membership benefit may accrue.
- (c) Prohibit any person from contracting with the state or a federal agency to provide service to such agency under a written contract with such agency.
- (d) Prohibit any person from providing service for hazardous waste, as defined herein, if they comply with all rules and regulations related to the collection, transportation and disposal of hazardous waste.

Section 5. Franchise Term. The rights, privileges and collection franchise herein granted shall be considered as a continuing six (6) year franchise, subject to termination as follows:

Unless grounds exist for suspension, modification or revocation of the franchise under Section 12. of this Ordinance, the franchise granted under this Ordinance shall be considered as a continuing six (6) year term. That is, beginning on January 1 of each year, the franchise shall be considered renewed for an additional six (6) year term, unless at least thirty (30) days prior to January 1 of any year, the City shall notify the Franchisee in writing of its intent to terminate the franchise. Upon the giving of such Notice of Termination, the franchisee shall have a franchise which will terminate six (6) years from the date of the written Notice of Termination. Further continuing term renewals may be reinstated by the City.

The City shall have the right, at the end of every two (2) year period, to review any of the terms of this franchise and to work with Franchisee to implement the modifications desired by the City (including an adjustment in the franchise fee), taking into account the technological and economical feasibility of such modifications, and allowing compensation to Franchisee in the rates for any increased cost of service due to such modifications.

Section 6. Public Works and Improvements Not Affected by Franchise. The City reserves the right to:

1. construct, install, maintain and operate any public improvement, work or facility.
2. do any work that the City may find desirable on, over or under any street, bridge or public place; and
3. vacate, alter or close any street, bridge or public place.

Section 7. Safety Standards and Work Specifications.

1. The equipment and facilities of the Franchisee shall at all times be maintained in a safe, substantial and workmanlike manner.
2. For the purpose of carrying out the provisions of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time, taking into account the technological and economical feasibility of said changes and allowing compensation to Franchisee in the rates for any increased cost of said changes.

Section 8. Location and Relocation of Facilities The Franchisee may maintain business facilities within the City if areas are properly zoned for that purpose, but not a disposal site.

Section 9. Franchise Fee.

1. In consideration of the franchise granted by this Ordinance, the Franchisee shall pay the City from and after the ___ day of _____, 2005, an amount equal to FIVE PERCENT (5%) per year of the gross revenue from collection service provided to residents and persons within the City. For the purpose of determining the franchise fee, uncollectible debts shall be deducted in computing gross revenue.
2. The franchise fee required by this section shall be due for each calendar year on a quarterly basis, and payments are to be made within thirty (30) days of the end of each calendar quarter.
3. The Franchisee shall furnish to the City with each payment of franchise fee required by this section, a written statement, under oath, and executed by an officer of Franchisee, showing the amount of gross revenue of the Franchisee within the City for the period covered by the payment, computed on the basis set out in Subsection 1. of this section. If the Franchisee fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Franchisee within fifteen (15) days from discovery of the error or determination of the correct amount. Any overpayment to the City, through error or otherwise, shall be offset against the next payment due from the Franchisee.

4. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

Section 10. Franchisee Responsibility

(a) The Franchisee shall:

- (1) Dispose of solid waste and waste collected at a disposal site, waste-to-energy facility or transfer site or facility approved by the Department of Environmental Quality, or resource recover the solid waste and waste, both in compliance with Chapters 459 and 459A of Oregon Revised Statutes, and regulations promulgated thereunder.
- (2) Provide the Opportunity to Recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
- (3) Provide and keep in force public liability insurance in an amount that is not less than the minimum requirements of the Oregon Tort Claims Act in ORS 30.270, which shall be evidenced by a certificate of insurance filed with the City Recorder.
- (4) Provide sufficient collection vehicles, containers, facilities, personnel and finances to provide all types of necessary service, or subcontract with others to provide certain types of specialized service in accordance with this Ordinance.
- (5) Respond to any written complaint on service.

(b) The Franchisee shall not:

- (1) Give any rate preference to any person, locality or type of solid waste service. This paragraph shall not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of solid waste handled and location of customers, so long as such rates are reasonably based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent franchisee from volunteering service at reduced cost for a charitable, community, civic or benevolent purpose.
- (2) Transfer this franchise or any portion thereof to other persons without the prior written consent of the City Council, which consent shall not be unreasonably withheld. The City Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchise holder. A pledge of this franchise shall be considered as a transfer for the purposes of this subsection.

Section 11. Supervision. Service provided under this franchise shall be under the supervision and inspection of the City Council or their designee. The franchisee shall, at reasonable times that are during regular business hours, permit inspection of its facilities, equipment, personnel and records in relation to the service under this franchise.

Section 12. Suspension, Modification or Revocation of Franchise

- (a) Willful violation of this Ordinance, or failure of franchisee to comply with a written notice from the Council to provide necessary service or to otherwise comply with the provisions of this Ordinance, after a reasonable opportunity to comply, shall be grounds for modification, revocation or suspension of the Franchise.
- (b) After written notice from the City Council that such grounds exist, the franchisee shall have thirty (30) days from the date of giving such notice in which to comply or to request a public hearing before the City Council. Said written notice may be delivered to franchisee personally, electronically or by US mail to franchisee's business address. In the event of a public hearing, the franchisee and other interested persons shall have an opportunity to present information and testimony in oral or written form.
- (c) If franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council may suspend, modify or revoke the franchise, or make such action contingent upon continued noncompliance with this Ordinance.

Section 13. Interruption or Termination of Service. The franchisee shall not terminate service to all or a portion of his customers unless:

- (a) The street or road access is unavoidably blocked through no fault of the franchisee and there is no reasonable alternate route or routes to serve all or a portion of its customers; but in either event, the City shall not be liable for any such blocking of access; or
- (b) Adverse weather conditions or other access conditions render providing service unduly hazardous to persons or equipment providing such service, or if such interruption or termination is caused by an act of God or a public enemy, or
- (c) A customer has not paid for services rendered within 60 days of the mailing of the bill.

Section 14. Books of Accounts and Reports. The Franchisee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under Section 9. of this Ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time. The Council

may require periodic reports from the Franchisee relating to its operations and revenues within the City.

Section 15. Collection Facilities. The Franchisee may maintain facilities in the City where its customers may pay their bills for service during normal business hours.

Section 16. Supplying Maps Upon Request. The Franchisee shall maintain on file at an office in Oregon maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Franchisee shall furnish to the City, without charge, and on a current basis, maps showing the places of collection and routes of transportation of the Franchisee's motor vehicles in the City.

Section 17. Indemnification. The Franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of the Franchisee, its agents or employees or due to exercising the rights, privileges and franchise hereby granted.

Section 18. Assignment of Franchise. This franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Franchisee.

Section 19. Remedies Not Exclusive When Requirement Waived. All remedies and penalties under this Ordinance, including termination of the franchise, are cumulative and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such penalty or remedy. The remedies and penalties contained in this Ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of the Ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this Ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this Ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

Section 20. Annexation. Subject to ORS 459.085(3), franchisee reserves all rights to serve any and all areas annexed to the City.

Section 21. Rates and Charges. The Franchisee shall submit to the City a schedule of rates for its customers and those rates are subject to approval by Resolution by the City. The City may approve those rates if they are not unreasonable and are not substantially higher than those charged generally under similar service requirements and for the same and similar quality of service, or the City may establish a different rate schedule. In establishing rates or in considering rate increases or decreases, the City must find that the rates will be just, fair, reasonable and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchisee, the ability

of the customer to pay such rates and the rates charged by a similar business. In determining the appropriate rates to be charged by the Franchisee, the Council shall consider:

- (a) The cost of performing the service provided by the franchisee.
- (b) The anticipated increase or decrease in the cost of providing this service.
- (c) The need for equipment replacement and the need for additional equipment to meet the service needs; compliance with federal, state or local laws or regulations; or, technological changes.
- (d) The franchisee's investment, the value of the business and the necessity that the franchisee have a reasonable operating margin and rate of return on revenue.
- (e) The public interest in assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service.
- (f) The local wage scales, cost of management, facilities, and disposal fees and charges.
- (g) Any profit or cost savings resulting from recycling and resource recovery, and any additional costs resulting from recycling and resource recovery.
- (h) Any increase or decrease in the franchise fee charged by the City.
- (i) Rates in other cities for similar service.
- (j) Any other information deemed necessary for a rate review and adjustment.

Section 22. Public Responsibility. Both the Franchisee and the public shall comply with ORS Chapters 459 and 459A and regulations promulgated pursuant thereto, including those regulations issued by the Department of Environmental Quality and the Workers' Compensation Board. The following requirements shall pertain to service under this Ordinance:

- (a) Each person in the City shall dispose of their putrescible solid waste and wastes in an approved manner at least every seven (7) days or at more frequent intervals where necessary to prevent the creation of health hazards, rodent harborage or sustenance, vector production or sustenance, or public nuisance.
- (b) If a customer uses a roller cart designed for mechanical collection, the customer shall use only receptacles furnished by the franchisee and the loaded weight of the receptacles shall comply with the manufacturer's specifications.
- (c) All carts designed for mechanical solid waste collection and all carts and containers designed for mechanical recyclable materials collection shall be placed at the curb or roadside by the customer prior to the time of collection.
- (d) If a customer uses a garbage can designed for manual collection, no garbage can shall exceed 32 gallons in size and shall not weigh more than 60 pounds gross loaded weight. Only round garbage cans shall be used, and cans shall be tapered so that they are larger at the top, and cans shall have handles at the top and a place for a handhold at the bottom.
- (e) Sunken refuse cans or containers shall not be installed or used.

- (f) To protect against injury to employees of the franchisee, and to protect against rodent and fire dangers, cans shall be rigid and of material that will not split or crack in cold weather
- (g) Customers shall provide safe access to the pickup point so as not to jeopardize the persons or equipment supplying service or the motoring public.
- (h) Stationary compactors for handling solid waste or recyclable materials shall comply with applicable federal and state safety regulations. No stationary compactor or other container or drop box shall be loaded so as to exceed the safe loading design limit or operation limit for collection vehicles used by franchisee. A person who wishes service for a compactor that such person is going to acquire, shall acquire a compactor approved by the franchisee that is compatible with the equipment of the franchisee or the equipment the franchisee is willing to acquire.
- (i) Customers shall take appropriate action to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes are not put into a cart, container or drop box. When materials or customer abuse, fire, or vandalism causes excessive wear or damage to a cart, container or drop box, the cost of repair or replacement may be charged to the customer.
- (j) Any person who receives service shall be responsible for the payment for that service. The landlord of any premises impliedly consents to the provision of service to the tenant thereof, and shall be responsible for payment for the service if the tenant does not pay.
- (k) The following additional billing policies shall apply:
 - (1) There shall be a pro-rate credit allowed on the regular monthly charge for service which is cancelled for three weeks or more, but none shall be allowed for service which is cancelled for less than three weeks.
 - (2) The franchisee may deny solid waste collection service to non-owner occupants of property unless payment therefore has been guaranteed in advance by the property owner, or unless a satisfactory cash deposit or advance payment has been made by said non-owner occupant.
 - (3) The franchisee may charge a late fee or a service-interrupt fee in accordance with the Resolution setting forth rates to be charged to customers by franchisee, as approved by the City from time to time.

Section 23. City Enforcement.

The City, through its appropriate officers, shall take all appropriate steps within the power of the City to protect the exclusive right and interest hereby given to the franchisee and shall cooperate in all particulars with the franchisee in protecting such exclusive right and shall, if deemed necessary, pass such additional ordinances as may be required to make the franchise exclusive and to enforce such ordinances by administrative, civil or criminal action, as necessary to obtain compliance with said ordinances.

Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

Section 24. Repeal. Millersburg Ordinance Number 87 is hereby repealed.

Section 25. Acceptance. The Franchisee shall, within thirty (30) days from the date this Ordinance takes effect, file with the City its written, unconditional acceptance of this franchise and, if the Franchisee fails to do so, this Ordinance shall be void.

PASSED BY THE COUNCIL at a regular meeting on the 9th day of August, 2005.

Clayton Wood
Clayton Wood
Mayor

Attest:

Barbara Castillo
Barbara Castillo
City Administrator, Recorder

Franchise and Franchise Terms Accepted this 15 day of August, 2005.

By Carol Dion
Carol Dion
General Manager
ALBANY-LEBANON SANITATION COMPANY

Excerpt from ORS 459A – Reuse and Recycling

459A.085 City, county authority to issue collection service franchises; opportunity to recycle; rates. (1) The Legislative Assembly finds that providing for collection service including but not limited to the collection of recyclable material as part of the opportunity to recycle is a matter of statewide concern.

(2) The exercise of the authority granted by this section is subject to ORS 221.735 and 459.085 (3).

(3) It is the intent of the Legislative Assembly that a city or county may displace competition with a system of regulated collection service by issuing franchises which may be exclusive if service areas are allocated. The city or county may recognize an existing collection service. A city or county may award or renew a franchise for collection service with or without bids or requests for proposals.

(4) In carrying out the authority granted by this section, a city or county acts for and on behalf of the State of Oregon to carry out:

(a) The purposes of ORS 459.015;

(b) The requirements of ORS 459.005, 459.015, 459.035, 459.250, 459.992 (1) and (2), 459.995 and 459A.005 to 459A.665;

(c) Waste reduction programs; and

(d) The state solid waste management plan.

(5) After October 15, 1983, a city or a county may continue, extend or renew an existing franchise or grant a new franchise for collection service. If a city or county, in furtherance of ORS 459.005 to 459.426, 459.705 to 459.790 and 459A.005 to 459A.665, has granted a collection service franchise before October 15, 1983, it may treat the franchise as if adopted under this section.

(6)(a) If a collection service franchise is continued, extended, renewed or granted on or after October 15, 1983, the opportunity to recycle shall be provided to a franchise holder's customers no later than July 1, 1986. This subsection does not apply to that portion of the opportunity to recycle provided at or in connection with a disposal site under ORS 459.250.

(b) The opportunity to recycle may be provided by:

(A) The person holding the franchise;

(B) Another person who provides the opportunity to recycle to the franchise holder's customers; or

(C) A person who is granted a separate franchise from the city or county solely for the purpose of providing the opportunity to recycle.

(c) In determining who shall provide the opportunity to recycle, a city or county shall first give due consideration to any person lawfully providing recycling or collection service on June 1, 1983, if the person continues to provide the service until the date the determination is made and the person has not discontinued the service for a period of 90 days or more between June 1, 1983, and the date the city or county makes the determination.

(7) In granting a collection service franchise, the city or county may:

(a) Prescribe the quality and character of and rates for collection service and the minimum requirements to guarantee maintenance of service, determine level of service, select persons to provide collection service and establish a system to pay for collection service.

(b) Divide the regulated area into service areas, grant franchises to persons for collection service within the service areas and collect fees from persons holding such franchises.

(8) The rates established under this section shall be just and reasonable and adequate to provide necessary collection service. The rates established by the city or county shall allow the person holding the franchise to recover any additional costs of providing the opportunity to recycle at the minimum level required by ORS 459.005, 459.015, 459.035, 459.250, 459.992 (1) and (2), 459.995 and 459A.005 to 459A.665 or at a higher level of recycling required by or permitted by the city or county. The rates shall also allow the person to recover the costs of education, promotion and notice of the opportunity to recycle provided by a person holding a franchise.

(9) Instead of providing funding for the opportunity to recycle through rates established pursuant to subsection (8) of this section, a city or county may provide an alternative method of funding all or part of the opportunity to recycle.

(10) In establishing service areas, the city or county shall consider:

- (a) The policies contained in ORS 459.015;
- (b) The requirements of ORS 459.250 and 459A.005 to 459A.665;
- (c) Any applicable local or regional solid waste management plan approved by the Department of Environmental Quality;
- (d) Any applicable waste reduction plan approved by the department; and
- (e) The need to conserve energy, increase efficiency, provide the opportunity to recycle, reduce truck traffic and improve safety.

(11) A city or county may further restrict competition by permitting one or more collection service franchise holders to cooperate to provide the opportunity to recycle if the city or county finds that such cooperation will:

- (a) Improve collection service efficiency;
- (b) Guarantee an adequate volume of material to improve the feasibility and effectiveness of recycling;
- (c) Increase the stability of recycling markets; or
- (d) Encourage joint marketing of materials or joint education and promotion efforts.

(12) The provisions of this section are in addition to and not in lieu of any other authority granted to a city or county. A city or county's exercise of authority under this section is not intended to create any presumption regarding an activity of the local government unit not addressed in this section. This section shall not be construed to mean that it is the policy of Oregon that other local government activities may not be exercised in a manner that supplants or limits economic competition. [Formerly 459.200; 1993 c.560 §84]



September 17, 2021

Mayor Jim Lepin
Members of the Millersburg City Council
City of Millersburg Staff

This report provides information necessary to calculate the annual Refuse Rate Index effective January 1, 2022. As stated in the Rate Modification and Rate Adjustment Statement this calculation is based on the Consumer Price Index, fuel pricing and disposal cost. Based on these factors, the adjustment effective January 1, 2022 will be calculated at 5.9%, or an average of \$1.37 per residential account per month.

In addition, I'd like to update you on some challenges the solid waste industry is facing. . Nationwide, there is a shortage of CDL truck drivers, which is affecting the recycling and waste industry.

What Measures Are We Taking?

- Republic strictly adheres to the DOT guidelines for daily and weekly work hours for our drivers to keep them and our communities safe.
- We have hired new drivers, are actively recruiting, a number of new, qualified drivers who are currently in training.

We appreciate your understanding during this unprecedented time. Rest assured, our 70+ local employees are working hard to ensure our area neighborhoods, towns, and cities remain clean.

We appreciate your comments and suggestions as you review this document. Feel free to contact me with questions.

Best Regards,

Julie Jackson

A handwritten signature in blue ink, appearing to read "Julie Jackson", with a long horizontal flourish extending to the right.

Municipal Relations Manager
Republic Services

541-936-1334
jjackson6@republicservices.com

Republic Services - City of Millersburg RRI

	Index: June 30, 2020	Index: June 30, 2021	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	158.816	164.471	3.6%	65%	2.3%
CPI - West Coast Ultra Low Sulfur Diesel	2.945	3.839	30.4%	10%	3.0%
Coffin Butte Disposal Rate (4.0% cap)	\$ 48.00	\$ 49.00	2.1%	25%	0.5%
				Rate Adjustment %	5.9%
					<u>100.0%</u>
				Adjustment Factor	105.9%

RS of Albany

Rate Effective 1/1/22

Resi		
All		
Service	Monthly	Bi-Monthly
1 Can	\$25.61	\$51.22
Add can	\$18.78	
20g cart	\$19.11	\$38.22
32g cart	\$21.42	\$42.84
64g cart	NA	
90g cart	\$33.44	\$66.88
On call 35G	\$14.89	
Up-drive	\$20.54	\$41.08
YC Only	\$9.11	\$18.22
CO Only	\$9.11	\$18.22
Extra YC	\$9.11	\$18.22
Extra CO	\$9.11	\$18.22
RC Only	\$9.11	\$18.22
Extra RC	\$9.11	\$18.22
Enclosure	\$27.31	\$54.62
Misc		
Return Trip (In Area-On Service Day)-RTN		\$29.75
EXC-Wash Cart		\$48.07
Residential Container Exchange (1x year @ no charge)		\$24.54
Residential Extra Pick Up - EXR HOURLY-60 MIN		\$136.53
LLK-Locking Cart Set Up		\$31.31

Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
IF LEBANON - Wed ONLY	
Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
BU1-Dead Large Animal	\$136.93
FUR-Furniture	\$37.89
MAT-Mattress or boxspring	\$31.44
TRE-Christmas Trees (up to 8 ft and no tinsel)	\$10.90
Special Pick Ups - Delivery Rt - Serv Day	
APP-Appliance Without Freon	\$31.84
APN-Appliance With Freon	\$42.97
TIR-Tires	\$16.40
BU2-Tires with rim	\$24.54
BU3-Truck Tires	\$35.46
BU4-Truck Tires with rim	\$50.49
Misc	
EXB-Extra 32 gal can/bag/box/heavy	\$10.90
Extra loose garbage per yard-EXY	\$27.31
Time per minute to p/u loose garbage-MIN	\$1.76
LLK-Locking Cart Set Up	\$31.31
Container Repair 3rd Party Labor Rate	\$76.95
Truck Time-HRS	\$136.53
Labor Charges Per Hour	\$105.60

Supplemental Service Fees	
Commercial Delivery	\$30.00
Commercial Exchange-EXC	\$50.49
Commercial Dry Run-DRY	\$68.25
Commercial Extra Lift-EXT	See EXT Rates
Commercial Extra Yardage-EXY	\$27.31
Commercial Relocate-REL	\$136.53
Commercial Removal	NA
Industrial Delivery	\$51.86
Industrial Exchange-EXC	HOURLY
Industrial Dry Run-DRY	\$51.86
Industrial Relocate-REL	\$51.86
Industrial Removal	\$51.86
Residential Delivery	\$30.00
Residential Removal (delinquent / per cart)	NA
Fees	
Late Fee	1.5% or 5.00 Min
Returned Check Fee	\$25.00
Service Interrupt Fee	\$30.00
Account Origination Fee	\$10.00
Commercial Container Recovery Fee	\$480.00
Industrial Container Recovery Fee	\$4,000.00
Bin Replacement	\$15.00
32/35g Cart Recovery/Replacement	\$75.00
65G/RC Cart Recovery/Replacement	\$75.00
90g Yc Cart Recovery/Replacement	\$75.00
Monthly Recycle Processing Surcharge	\$2.00
Continuation fee (Recycle and Yard Waste Carts)	\$15.00

Temp		
Size	Dump Fee	Max Rent
3yd	\$99.70	\$40.71
Rent: 1st week free		
After One Week	\$4.14	Per Day
Temp Delivery Schedules		
FR 1 - LINN CO	T/F	
FR 2/3/4 - SE/NE ALBANY	M/H	
FR 2/3/4 - SW/NW ALBANY	T/F	
FR 5 - Lebanon	W/F	
FR 6/7 - Linn Co	T/F	
FR 6 - Harrisburg	W	
FR 9 - Harrisburg	W	
FR 11 - NOT AVAILABLE	NA	
FR 12 - Scio	T	
Size	Dump Fee	Max Rent
300g YW	\$46.47	\$28.70
Rent: 1st week free, then prorated		
Div: On Serv Day Only - Pu: Only on yw day		
Must Stay At Curb		
MISC:	XCS-Container Over Weight Charge per 500 lbs	\$20.54

Commercial Stab						
Size	1/week	2/week	3/week	4/week	5/week	
1.5 yd	\$140.40	\$261.28	\$382.15	\$503.30	\$624.15	
2 yd	\$170.48	\$319.53	\$454.58	\$617.64	\$766.71	
3 yd	\$212.44	\$399.44	\$586.43	\$773.60	\$960.61	
4 yd	\$253.14	\$478.12	\$702.96	\$928.03	\$1,152.88	
6 yd	\$348.85	\$664.87	\$981.15	\$1,297.19	\$1,613.21	
8 yd	\$425.88	\$811.32	\$1,184.44	\$1,582.15	\$2,005.39	
Commercial Manual						
Size	Bi/Wk	1/week	2/week	3/week	4/week	5/week
1 yd	NA	NA	NA	NA	NA	NA
1.5 yd	NA	\$166.34	\$315.66	\$465.07	\$614.15	\$763.32
2 yd	NA	\$203.68	\$387.92	\$572.05	\$756.32	\$940.32
3 yd	NA	\$259.93	\$495.16	\$739.79	\$967.48	\$1,207.74
4 yd	NA	\$310.51	\$592.47	\$872.32	\$1,153.51	\$1,433.44
5 yd	NA	\$361.55	\$692.64	\$1,017.48	\$1,345.19	\$1,672.10
6 yd	NA	\$431.39	\$828.71	\$1,221.65	\$1,615.08	\$2,007.90
8 yd	NA	\$523.08	\$999.19	\$1,466.53	\$1,933.63	\$2,391.80

Commercial Compactors						
Size	1/week	2/week	3/week	4/week	5/week	EXT
2 yd	\$407.37	\$775.84	\$1,144.09	\$1,512.62	\$1,880.63	\$112.74
3 yd	\$519.83	\$990.31	\$1,479.57	\$1,934.98	\$2,415.48	\$140.78
4 yd	\$621.04	\$1,184.97	\$1,744.61	\$2,307.00	\$2,866.91	\$176.87
5 yd	\$723.10	\$1,385.29	\$1,715.30	\$2,267.80	\$2,819.90	See Kevin
6 yd	\$862.76	\$1,657.42	\$2,443.28	\$3,230.15	\$4,015.79	\$254.78
8 yd	\$1,046.15	\$1,998.39	\$2,933.04	\$3,867.24	\$4,783.63	\$328.17

Commercial On Call Containers/EXT Rates		
Size	Dump Fee	Rent
1 yd	NA	NA
1.5 yd	\$46.99	\$34.70
2 yd	\$56.36	\$37.69
3 yd	\$70.40	\$40.71
4 yd	\$88.44	\$43.72
6 yd	\$127.38	\$46.85
8 yd	\$164.08	\$49.85

Commercial Food Waste	
90g Emptied Weekly	\$62.63
Each Additional Cart	\$10.18
Commercial Yard Debris	
90g with Trash	\$0.00
Extra YC	\$9.11
Commercial Comingled Recycle	
Commercial Recycling	\$2.00

EP1-Container Off Route Pick Up In area - 30 min	\$68.27	EP2-Container Off Route Pick Up - Out of Area 60 min	\$136.53	LOC-Lock & Key	\$28.70
				LLK-Locking Container Set Up	\$68.37

Industrial	
Prepayment 10-30yd	\$350.00
Prepayment 40yd	\$400.00
10yd Haul	\$240.27
20yd Haul	\$240.27
30yd Haul	\$255.27
40yd Haul	\$270.30
15yd Compactor Haul	\$311.26
20yd Compactor Haul	\$311.26
30yd Compactor Haul	\$334.56
40yd Compactor Haul	\$334.56
Asbestos Haul	\$124.92

Rent	
Temp Rent Per Day	Prorated Per Day
Temp Industrial Rent Per Month	\$355.58
Perm Industrial Rent Per Month	\$132.40
Perm Industrial Rent Per Month 10yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 20yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 30yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 40yd RE (lidded)	\$161.07
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$192.53

Disposal *Pass Through	
Trash - Per Ton	\$50.00
YW/Wood - Per Ton	\$52.50
Environmental Fee Per Haul	\$18.00
Sheet/Rock Disposal Per Ton	SAME AS TRASH
Metal	None
Concrete	\$75.00

Security Box	
Rent	\$120.00
Delivery/Per Hour - One Hour Min	\$75.00

Compactor Cleaning	Per Hour
--------------------	----------

Ind PI% 5.90%

RESOLUTION NO. 2021-23

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, APPROVING
A RATE INCREASE FOR 2022 FOR REPUBLIC SERVICES**

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

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

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

WHEREAS, Republic Services has requested an increase for January 1, 2022 of 5.9%, or an average of \$1.37 per residential account per month, based on the Consumer Price Index, fuel pricing, and disposal costs.

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

The City of Millersburg approves the rate increase for Republic Services for January 1, 2022 of 5.9%, or an average of \$1.37 per residential account per month.

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

Duly passed by the City Council this 9th day of November, 2021.

Jim Lepin, Mayor
City of Millersburg, Oregon

ATTEST:

Kimberly Wollenburg
City Recorder