



*This meeting is being voice recorded for listening on the City of Millersburg website.*

**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 OF MILLERSBURG  
CITY COUNCIL MEETING**

Millersburg City Hall  
4222 NE Old Salem Road  
Albany OR 97321  
March 12, 2019 @ 6:30 p.m.

**Agenda**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. CONSENT AGENDA
  - 1) Approval of January 22, 2019 City Council Meeting Minutes
  - 2) Approval of February 5, 2019 Special City Council Meeting Minutes
  - 3) Approval of February 12, 2019 City Council Meeting Minutes
  - 4) Approval of Council Approval Report for City Bills
  - Action: \_\_\_\_\_
- F. PRESENTATIONS
  - 1) Linn County Sheriff's Office Report
- G. PUBLIC COMMENT
- H. COUNCIL MEMBER AND STAFF COMMENTS
  - 1) Mayor – Budget Committee Appointments
- I. CITY MANAGER'S REPORT
  - 1) Project Updates
- J. CITY ATTORNEY'S REPORT
- K. UNFINISHED BUSINESS

L. NEW BUSINESS

- 1) City Owned Farm Land Lease Renewals – Verbal Report  
Action:\_\_\_\_\_
- 2) Health Insurance Plan  
Action:\_\_\_\_\_
- 3) Urban Growth Boundary  
Action:\_\_\_\_\_
- 4) Connection Charges and Capital Reimbursement Policy  
Action:\_\_\_\_\_

M. CLOSING PUBLIC COMMENT

N. CLOSING COUNCIL COMMENT

O. ADJOURNMENT

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

Upcoming Meetings & Events:

March 19, 2019 @ 6:00 p.m. – Planning Commission Work Session CANCELLED

*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 541-928-4523.*



## January 22, 2019 City Council Minutes

4222 NE Old Salem Road

Albany, OR 97321

4:00 p.m.

A. CALL TO ORDER: Called to order by Mayor Lepin at 4:00 p.m.

B. ROLL CALL

Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Scott McPhee

Councilors Absent: Dave Harms, Don Miller

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

Presenters: None

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

None

E. PUBLIC COMMENT

None

F. UNFINISHED BUSINESS

None

G. NEW BUSINESS

1) Adoption of Stormwater Master Plan

Assistant City Manager/City Engineer Booth went over staff report and gave a presentation regarding the Stormwater Master Plan final report. There was some discussion regarding various aspects like the size of the pipe at Morningstar Estates and options and the regrade of Crooks Creek North Fork.

Action: **Motion to Adopt the Stormwater Master Plan Final Report made by Councilor Scott McPhee; seconded by Councilor Scott Cowan.**

**Mayor Jim Lepin: Aye**

**Councilor Scott Cowan: Aye**

**Councilor Dave Harms: Absent**

**Councilor Scott McPhee: Aye**

**Councilor Don Miller: Aye**

2) MS4 Permit Discussion

Assistant City Manager/City Engineer Booth went over staff report and presentation regarding the Municipal Separate Storm Sewer System (MS4) noting the permit will be implemented in full by 2023. She briefly went over the elements of the permit and the impacts to the City. Staff is submitting a

waiver request to the Department of Environmental Quality (DEQ) and request Council authorization to file a petition for judicial review in Linn County Circuit Court.

Action: **Motion to Authorize City Staff to File a Petition for Judicial Review with the Linn County Circuit Court made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Absent**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

- 3) Parks Committee Appointment (Rob Yencopal)  
Assistant City Manager/City Engineer Booth went over staff report regarding the addition of Millersburg resident Rob Yencopal to the Parks Committee.

Action: **Motion to Appoint Rob Yencopal to the Millersburg Parks Committee made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.**

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Absent**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

H. CLOSING PUBLIC COMMENT  
None

I. CLOSING COUNCIL COMMENT  
None

J. ADJOURNMENT  
Meeting adjourned at 4:59 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Kevin Kreitman  
City Manager

Upcoming Meetings:

January 30, 2019 @ 5:00 p.m. – Parks Committee Work Session  
February 12, 2019 @ 6:30 p.m. – City Council Meeting  
February 13, 2019 @ 6:00 p.m. – Planning Commission Work Session  
February 19, 2019 @ 6:00 p.m. – Planning Commission Meeting



## February 5, 2019 Special City Council Minutes

4222 NE Old Salem Road

Albany, OR 97321

6:00 p.m.

- A. CALL TO ORDER: Called to order by Mayor Lepin at 6:00 p.m.
- B. ROLL CALL  
Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Dave Harms, Scott McPhee, Don Miller  
Councilors Absent: None  
Staff Present: Janelle Booth, Assistant City Manager/City Engineer; Forrest Reid, City Attorney; Kimberly Wollenburg, City Recorder; Matt Straite, City Planner  
Presenters: None
- C. PLEDGE OF ALLEGIANCE
- D. PUBLIC COMMENT  
None
- E. UNFINISHED BUSINESS  
None
- F. NEW BUSINESS  
Mayor Lepin went over reason for the special meeting, noting this was a state governed process which is why the City is addressing the amendment in this manner.

1) Initiation of Land Use Development Code Text Amendment

Assistant City Manager/City Engineer Booth provided a brief overview then explained the zones affected by the amendment. Then she went over the staff report, briefing that during one of the Planning Commission's work sessions in the fall of 2018, the Planning Commission elected to remove the conditional use provision for manufactured home parks from the RR-10-UC and RR-2.5-UC zones. She also explained the Department of Land Conservation and Development (DLCD) requirement for a 35-day notice. That notice period started when the City notified DLCD of the proposed change on February 1, 2019 making the date to hold a public hearing on this matter of March 11, 2019. She asked if the Council had any concerns.

Mayor Lepin said that the Planning Commission had already indicated their desire to remove the ability to have a manufactured home park from the

draft Land Use Code, but it will be several months before new code is in effect. He then went over the process and milestones, noting that this meeting is intended to see if Council would like to initiate the process to address the text amendment which will then go to the Planning Commission for approval then back to City Council for final approval.

Mayor Lepin opened to public comment regarding this issue, making sure residents understood this is to initiate the process to change the code, not about a specific application, and at this time no manufactured home park applications have been received.

- Angela Watson, 6363 Sedona Road, noted that she purchased property and would be directly affected by an anticipated manufactured home park. She said that when they purchased the property in June, they noticed there was a huge water issue on the property adjacent to their property and that the water had come up to their fence.
- Nathan Van Nicholson, 6347 Sedona Road, noted his concerns is that he built his fence so he could see scenery behind him. He said it will be a cost to change his fence to afford privacy. He also noted he won't be able to enjoy nature and wildlife. Wants to see the text change happen.

Mayor Lepin reminded those present that the purpose of this meeting wasn't to discuss the proposed manufactured home park as the City hadn't even received an application. The purpose is for the City Council to decide if the Council wants to initiate the process to do a text amendment to the Land Use Development Code.

Assistant City Manager/City Engineer Booth further explained the process if we do receive an application for a manufactured home park, notices will go out to all property owners within 100 feet of the property and there will be a public hearing where citizens are welcome to come and provide feedback specific to that application. She also noted that if an application comes in before the text amendment change is approved, that application will be vested in the code version in effect at that time.

Action: **Motion to Initiate a Proposed Text Amendment to the Land Use Development Code to Remove Manufactured Home Parks as a Conditional Use within RR-2.5-UC and RR-10-US Zones made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

<b>Mayor Jim Lepin:</b>	<b>Aye</b>
<b>Councilor Scott Cowan:</b>	<b>Aye</b>
<b>Councilor Dave Harms:</b>	<b>Aye</b>
<b>Councilor Scott McPhee:</b>	<b>Aye</b>
<b>Councilor Don Miller:</b>	<b>Aye</b>

City Attorney Forrest Reid asked for the okay for there to be a joint City Council and Planning Commission meeting on March 11, 2019. The Council agreed with the date and holding a joint meeting.

G. CLOSING PUBLIC COMMENT

Marie Arpin, 2582 Tuscan Lane, asked about the paving on Woods Road. Assistant City Manager/City Engineer Booth explained the settlement going on and why it wasn't paved right away. She's spoken to the contractor and the current delay has to do with the lack of supply of asphalt and the weather.

Erin Brazel, 6212 Mesa Court, asked who people should talk to if there ends up a need to appeal. Mayor Lepin said you'd discuss with City Planner, Matt Straite. Councilor McPhee suggested residents wishing to appeal or comment on anything under the code should review the Land Use Code to determine what to bring up to the Planning Commission. There was then discussion about what is actually grounds for appeal of a decision by the Planning Commission. For example, one cannot use property values as a reason because the code doesn't recognize property values as a justifiable reason. Councilor McPhee suggests residents still read to note things that might not come up to the Planning Commission.

Susan Eisele, 6351 Sedona Road, asked about the sidewalk on Woods Road south of Sonora and if there are plans to extend/complete the sidewalk. Assistant City Manager/City Engineer Booth said because there is no development planned for the west side of the road, there are no current plans to finish the sidewalk.

H. ADJOURNMENT

Meeting adjourned at 6:29 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Janelle Booth  
Assistant City Manager/City Engineer

Upcoming Meetings:

February 12, 2019 @ 6:30 p.m. – City Council Meeting

February 19, 2019 @ 6:00 p.m. – Planning Commission Work Session



## February 12, 2019 City Council Minutes

4222 NE Old Salem Road

Albany, OR 97321

6:30 p.m.

- A. CALL TO ORDER: Called to order by Mayor Lepin at 6:30 p.m.
- B. ROLL CALL  
Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Dave Harms, Scott McPhee, Don Miller  
Councilors Absent: None  
Staff Present: Kevin Kreitman, City Manager; Janelle Booth, Assistant City Manager/City Engineer; Forrest Reid, City Attorney; Kimberly Wollenburg, City Recorder  
Presenters: Linn County Sheriff Lieutenant Michelle Duncan; LCSO Community Services Coordinator, Michael Mattingly
- C. PLEDGE OF ALLEGIANCE
- D. CHANGES AND ADDITIONS TO THE AGENDA  
None
- E. CONSENT AGENDA  
1) Approval of January 8, 2019 City Council Meeting Minutes  
2) Approval of November 29, 2018 Joint Council Meeting (Albany/Millersburg)  
3) Approval of Council Approval Report for Monthly City Bills  
Action: **Motion to Accept Consent Agenda 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 Don Miller: Aye**
- F. PRESENTATIONS  
1) Monthly Report from the Linn County Sheriff's Office.  
Linn County Sheriff's Office (LCSO) Lieutenant Michelle Duncan presented details on the report given to the City Council regarding responses within Millersburg in January, noting an increase in burglaries which is unusual for Millersburg but most were in the new home construction areas. She next introduced Michael Mattingly, the Community Services Coordinator for LCSO who explained what he does and that he runs the Neighborhood Watch Program.



G. PUBLIC COMMENT

Mayor Lepin noted that no one signed up for public comment; however, he would give an additional chance for the public to speak later in the meeting

H. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Modification of Employment Agreement – Kevin Kreitman
- 2) Modification of Employment Agreement – Janelle Booth

Mayor Lepin spoke jointly of the efforts of City Manager Kreitman and Assistant City Manager/City Engineer Booth over the last year for the City and how much was accomplished under their leadership. He asked the Council to approve a 5% increase for both.

Action: **Motion to Approve a 5% Pay Increase to City Manager Kevin Kreitman and Assistant City Manager/City Engineer Janelle Booth and Retroactive to January 1, 2019 for City Manager Kreitman and February 1, 2019 for Assistant City Manager/City Engineer Booth 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 Don Miller:	Aye

I. CITY MANAGER'S REPORT

- 1) Project Updates

City Manager Kreitman introduced Assistant City Manager/City Engineer Booth who then provided an overview of City projects highlighted in the staff report. More information is available online in the meeting packet.

- 2) FY 17/18 Annual Financial Report

City Manager Kreitman acknowledged the receipt of the final audit report specifically noting there weren't any deficiencies as were noted in the past. Councilor McPhee asked about Parks SDCs. City Manager Kreitman reminded the Council that the FY 17/18 Budget didn't break out SDCs as was done in the FY 2018-2019 Budget.

Action: **Motion to Accept FY 2017/2018 Annual Financial Report made by Councilor Dave Harms; seconded by Councilor Dave Harms.**

Mayor Jim Lepin:	Aye
Councilor Scott Cowan:	Aye
Councilor Dave Harms:	Aye
Councilor Scott McPhee:	Aye
Councilor Don Miller:	Aye

- 3) City Manager Kreitman noted that the Albany Fire Department has recently gone through an ISO evaluation and went over Albany's change in rating from a Class 3 fire department to a Class 2.

J. CITY ATTORNEY'S REPORT

- 1) City Attorney Reid briefly went over the history of leasing the City's agricultural property and said that the farmer currently leasing the rights to farm the fields would like to renew the leases again for another year. City

Attorney Reid will bring the material to the March meeting for the Council to see if the Council wants to approve another one-year lease with Creekside Farms. He said the farmer is well aware that this is the last year he can renew annually and the City will need to go back out for bids for 2020-2021. He also said he wanted to make clear that the City is actively pursuing leasing or selling the agricultural property for other uses. There was some discussion regarding the value of the land and its use and what is City's obligation to the farmer if the property sells.

K. UNFINISHED BUSINESS

None

L. NEW BUSINESS

1) Expansion of Linn County Enterprise Zone - Resolution 2019-3

City Manager Kreitman reviewed the staff report requesting the expansion of the Linn County Enterprise Zone.

Action: **Motion to Approve Resolution 2019-3 to Change an Enterprise Zone Boundary; made by Councilor Scott Cowan; seconded by Councilor Dave Harms.** Resolution 2019-3

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

2) Water Master Plan Adoption – Resolution 2019-4

Assistant City Manager/City Engineer Booth briefly reviewed the staff report, noting the purpose is to officially adopt the Water Master Plan.

Action: **Motion to Adopt the Final Report of the City of Millersburg Water Master Plan dated December 2017 and Incorporating its Analysis into Future Growth and Planning Decisions for the City of Millersburg made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.** Resolution 2019-4

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

3) CH2M Hill Professional Services for Morningstar and ATI Lift Station Improvements – Contract Amendment 3

Assistant City Manager/City Engineer Booth reviewed the staff report providing some history regarding the two projects and the contract and previous amendments.

Action: **Motion to Approve Amendment 3 to the CH2M Hill Professional Services Contract for Morningstar and ATI Lift Station Improvements; made by Councilor Scott McPhee; seconded by Councilor Scott Cowan.**

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**

**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

- 4) Adding Authority of Setting Fines – Ordinance 145  
City Attorney Reid briefed the Council on the reason for the amendment which is to allow the City to establish fine amounts for violations of the City's Code of Ordinances.

Action: **Motion to Approve an Ordinance Amending Ordinance 133 by Adding ORS 153.025 made by Councilor Scott Cowan; seconded by Councilor Scott McPhee.** Ordinance 145

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

- 5) Creation of an Events Planning Committee – Resolution 2019-5  
Assistant City Manager/City Engineer Booth went over the staff report, noting that since the annual Millersburg Celebration is anticipated to continue into the future the City decided to formalize the Committee. Additionally, creating it as an events planning committee for the City provides the flexibility to allow the Committee to plan and organize other City events as needed. Councilor Cowan kicked off a discussion regarding term limits and Council's role in membership of the Committee.

Action: **Motion to Approve a Resolution Creating the City of Millersburg Events Planning Committee made by Councilor Scott Cowan; seconded by Councilor Don Miller.** Resolution 2019-5

**Mayor Jim Lepin: Aye**  
**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

Action: **Motion to Appoint the Members listed below to the Events Planning Committee and the City Council and Staff Liaisons 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 Don Miller: Aye**

The following citizens were reappointed:

Jenny Wolfenbarger	Kyle Mitchell
Carlye Schraeder	Kelly Cole
Wendy Major	Michael Ann McIlvenny
Michael Wertz	Heidi Swirbul
Mike Swirbul	Connie Lepin
Eric Park	

Council liaisons are Mayor Jim Lepin and Councilor Don Miller. City liaison to the Committee is City Recorder Kim Wollenburg

6) City of Lebanon Emergency Biosolids Hauling Intergovernmental Agreement – Resolution 2019-6B00

Assistant City Manager/City Engineer Booth introduced the intergovernmental agreement (IGA) adopted the previous year. The City of Albany recommended the City of Millersburg approve the IGA again to permit the City of Lebanon to haul biosolids to the Albany-Millersburg Wastewater Treatment Plant on an emergency basis.

Action: **Motion to Approve a Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Lebanon for Emergency Biosolids made by Councilor Dave Harms; seconded by Councilor Scott Cowan.** Resolution 2019-6

<b>Mayor Jim Lepin:</b>	<b>Aye</b>
<b>Councilor Scott Cowan:</b>	<b>Aye</b>
<b>Councilor Dave Harms:</b>	<b>Aye</b>
<b>Councilor Scott McPhee:</b>	<b>Aye</b>
<b>Councilor Don Miller:</b>	<b>Aye</b>

M. CLOSING PUBLIC COMMENT

- Gary Keehn, 3254 Clearwater Drive, asked about the status of the reload facility and meeting on February 19. Mayor Lepin said the project layout has been submitted, and on February 21, the Oregon Department of Transportation (ODOT) is planning to meet to receive all of the plans in preparation for making a final recommendation. He doesn't have any idea when they might make that final decision.
- Dennis Gunner, 4720 Teri Lane, said he saw the sign on Old Salem Road noting that the agricultural land is for sale or lease. He said that the City has said previously they would attempt to develop that land as a rental property and wondered if that was still the plan. Mayor Lepin said the preference is to lease not sell but if they got an exceptional offer to sell, the City Council would have to consider that.
- Doug Iverson, 2113 Summit Drive, asked if the City sent the donation to the South Albany High School and if the High School sent a thank you note. Staff noted they would check into this. Councilor Cowan noted he'd spoken to the parent leading the effort and was thanked for the City's donation.

N. CLOSING COUNCIL COMMENT

- Councilor Harms noted that the City had accomplished a lot over the last year including keeping a lot in reserves and that was the result of City Manager Kreitman, Assistant City Manager/City Engineer, and the staff. Councilor McPhee noted that the staffing costs haven't gone up and engineering costs have gone down which is a value to the City. There was some additional discussion regarding the staff work and how the City is perceived by others which is favorable.

- Councilor Cowan asked City Manager Kreitman about the status of the ASA (Ambulance Service Area). He noted he feels like it seems as if it lost its momentum. City Manager Kreitman said there has been little movement on this and since the recommendation has to come from the ASA Committee, the City is really limited to what the City can do. He noted he has not received a report back from the last meeting. Councilor Cowan asked if City Manager Kreitman can look into this, and he confirmed he would.

O. ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Kevin Kreitman  
City Manager

Upcoming Meetings:

February 19, 2019 @ 6:00 p.m. – Planning Commission Work Session

March 11, 2019 @ 6:00 p.m. – Joint Planning Commission and City Council Meeting

March 12, 2019 @ 6:30 p.m. – City Council Meeting

**City of Millersburg**  
**Council Approval Report**  
**(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>25 ADS. LLC, PO Box 74008582, Chicago, IL, 60674-8582</b>		12814.1218	02/04/19	O&M COLLECTION SYSTEM	02/04/19	\$5,699.00	\$5,699.00	04-1305	O&M COLLECTION SYS	\$175,000.00	\$112,454.08
							<b>\$5,699.00</b>				
<b>692 Allen &amp; LaPorte General Contracting, Inc., P.O. Box 808, Albany, OR, 97321</b>		20419	02/04/19	Temporary Station - downspouts	03/04/19	\$725.00	\$725.00	01-4403	Temporary Station	\$295,000.00	(\$54,425.13)
							<b>\$725.00</b>				
<b>539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>		3102334	01/25/19	CONTRACTED SERVICES - Office Assistant	02/25/19	\$486.20	\$486.20	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
		3103103	02/01/19	CONTRACTED SERVICES - Office Assistant	03/01/19	\$442.00	\$442.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
		3100085	01/04/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	02/04/19	\$260.00	\$260.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$73,165.20
		3102334	01/25/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	02/25/19	\$260.00	\$260.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$73,165.20
		3103103	02/01/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	03/01/19	\$780.00	\$780.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$73,165.20
							<b>\$2,228.20</b>				
<b>466 CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869</b>		704841CH004	02/04/19	CONSULTANTS - ENGINEERING	03/04/19	\$198.80	\$198.80	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$8,153.91
		676583ch005	02/04/19	MORNINGSTAR AND ATI PUMP STATION UPGRADES	03/04/19	\$2,791.20	\$2,791.20	04-1403	MORNINGSTAR AND AT	\$385,000.00	\$38,349.09
		704841CH004	02/04/19	20% CONSULTANT - ENGINEERING	03/04/19	\$162.38	\$162.38	05-1301	20% CONSULTANT - EN	\$20,000.00	\$17,718.83
		704841CH004	02/04/19	20% CONSULTANT - ENGINEERING	03/04/19	\$974.28	\$974.28	05-1301	20% CONSULTANT - EN	\$20,000.00	\$17,718.83
							<b>\$4,126.66</b>				
<b>50 City of Albany, PO Box 490, Albany, OR, 97321</b>		0021094	02/01/19	CONTRACTED FIRE SERVICES	02/01/19	\$320,003.75	\$320,003.75	01-4301	CONTRACTED FIRE SE	\$1,000,000.00	\$359,992.50
							<b>\$320,003.75</b>				
<b>728 Conservation Technix, Inc., PO Box 885, Orlinda, CA, 94583</b>		780	02/01/19	PARKS MASTER PLAN	03/01/19	\$1,173.03	\$1,173.03	01-2303	PARKS MASTER PLAN	\$50,000.00	\$46,163.22
							<b>\$1,173.03</b>				
<b>251 Dustin Patton, 834 Manor Way, Lebanon, OR, 97355</b>		02012019	02/01/19	TELEPHONE, Cell Phone Reimbursement, Feb 2019, Dustin	02/01/19	\$35.00	\$35.00	01-1358	TELEPHONE	\$7,000.00	\$5,421.40
							<b>\$35.00</b>				
<b>272 Earth2O, PO Box 70, Culver, OR, 97734</b>		265208	01/30/19	CITY HALL MAINTENANCE & SUPPLIES	02/28/19	\$28.49	\$28.49	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$13,736.89
		265207	01/30/19	PARK SUPPLIES & MAINTENANCE	02/28/19	\$15.49	\$15.49	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$28,295.34
							<b>\$43.98</b>				
<b>16 Forrest Reid, PO Box 329, Tangent, OR, 97389</b>											

**City of Millersburg**  
**Council Approval Report**  
**(Council Approval Report)**

Vendor									
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
January2019	02/01/19	CITY ATTORNEY	02/01/19	\$18,850.00	\$18,850.00	01-1316	CITY ATTORNEY	\$80,000.00	\$13,075.00
					<b>\$18,850.00</b>				
<b>608</b>		<b>Garten Services, Inc., P.O. Box 13970, Salem, OR, 97309</b>							
M62868	01/28/19	CONTRACTED SERVICES - Custodial Services	02/27/19	\$664.92	\$664.92	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
					<b>\$664.92</b>				
<b>566</b>		<b>Jake Gabell</b>							
02012019	02/01/19	TELEPHONE, Cell Phone Reimbursement, Feb 2019, Jake	02/01/19	\$35.00	\$35.00	01-1358	TELEPHONE	\$7,000.00	\$5,421.40
					<b>\$35.00</b>				
<b>239</b>		<b>Janice Zuhlke</b>							
02052019	02/05/19	LIBRARY SERVICES - Janice Zuhlke	02/05/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$800.00
					<b>\$40.00</b>				
<b>743</b>		<b>Kenneth May</b>							
02062019	02/08/19	LIBRARY SERVICES, Kenneth May	02/08/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$800.00
					<b>\$40.00</b>				
<b>20</b>		<b>Koontz, Perdue, Blasquez &amp; Co., P.C., PO Box 605, Albany, OR, 97321</b>							
62056	01/31/19	CONTRACTED SERVICES - Payroll Services for Dec 18 and Jan 19	02/28/19	\$336.00	\$336.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
					<b>\$336.00</b>				
<b>697</b>		<b>Linn County Print &amp; Supplies, 330 3rd Avenue SW, Albany, OR, 97321</b>							
0-190201-4	02/01/19	PRINTING & ADVERTISING	03/01/19	\$863.00	\$863.00	01-1355	PRINTING & ADVERTISI	\$5,000.00	\$3,106.34
					<b>\$863.00</b>				
<b>742</b>		<b>Lynda Hice</b>							
01312019	01/31/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Lynda Hice	01/31/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$7,747.20
					<b>\$200.00</b>				
<b>27</b>		<b>Metereaders, LLC., PO Box 1902, Lake Oswego, OR, 97035</b>							
8680	02/01/19	O&M TRANSMISSION LINES - Metereaders	02/01/19	\$927.15	\$927.15	05-1304	O&M TRANSMISSION LI	\$80,000.00	(\$22,635.78)
					<b>\$927.15</b>				
<b>598</b>		<b>Oregon Association of Clean Water Agencies, 240 Country Club Road, Suite A, Eugene, OR, 97401</b>							
8039	02/08/19	STORM DRAINS & DITCHES	03/10/19	\$210.00	\$210.00	03-1331	STORM DRAINS & DITC	\$21,000.00	\$1,039.09
					<b>\$210.00</b>				
<b>23</b>		<b>Pacific Power, PO Box 26000, Portland, OR, 97256-0001</b>							
01292019	01/29/19	UTILITIES - FIRE STATION - Power Bill, Feb 2019	02/28/19	\$628.07	\$628.07	01-4303	UTILITIES - FIRE STATI	\$6,000.00	\$4,186.18

**City of Millersburg**  
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Vendor									
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
02052019	02/05/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL	02/21/19	\$68.59	\$68.59	04-1328	SEWER MISCELLANEO	\$25,000.00	\$3,430.14
					<b>\$696.66</b>				
<b>6</b>	<b>Petro Card, PO Box 34243, Seattle, WA, 98124-1243</b>								
C409800	01/31/19	PARK SUPPLIES & MAINTENANCE	02/12/19	\$147.21	\$147.21	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$28,295.34
					<b>\$147.21</b>				
<b>15</b>	<b>Pitney Bowes Global Financial, PO Box 371887, Pittsburgh, PA, 15250-7887</b>								
03032019	02/03/19	POSTAGE AND SHIPPING	03/03/19	\$208.05	\$208.05	01-1327	POSTAGE AND SHIPPI	\$1,000.00	\$492.72
03032019	02/03/19	POSTAGE	03/03/19	\$400.00	\$400.00	04-1327	POSTAGE	\$2,500.00	\$979.49
03032019	02/03/19	POSTAGE	03/03/19	\$400.00	\$400.00	05-1327	POSTAGE	\$2,500.00	\$979.48
					<b>\$1,008.05</b>				
<b>249</b>	<b>Secretary of State, 255 Capitol ST STE 500, Salem, OR, 97310</b>								
01212019	01/21/19	ACCOUNTING & AUDIT	02/21/19	\$300.00	\$300.00	01-1302	ACCOUNTING & AUDIT	\$20,000.00	\$5,068.00
					<b>\$300.00</b>				
<b>233</b>	<b>Stutzman Services, 4185 Spicer Dr SE, Albany, OR, 97322</b>								
43746013119	01/31/19	RENTAL PROPERTY	02/28/19	\$400.00	\$400.00	01-1357	RENTAL PROPERTY	\$5,000.00	\$4,840.61
43876020419	02/04/19	RENTAL PROPERTY	02/12/19	\$408.56	\$408.56	01-1357	RENTAL PROPERTY	\$5,000.00	\$4,840.61
					<b>\$808.56</b>				
<b>664</b>	<b>US Bank Equipment Finance, P.O. Box 790448, St Louis, MO, 63179-0448</b>								
376726428	01/28/19	CONTRACTED SERVICES	02/22/19	\$120.00	\$120.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
					<b>\$120.00</b>				
<b>328</b>	<b>Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321</b>								
273492	02/01/19	CONTRACTED SERVICES, Valley Merchant gate unlock	02/01/19	\$246.00	\$246.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$54,439.34
					<b>\$246.00</b>				
<b>652</b>	<b>Wheat LLC, 1141 Chemawa Rd N, Keizer, OR, 97321</b>								
5001	02/01/19	STREET SWEEPING	02/01/19	\$1,975.77	\$1,975.77	02-1319	STREET SWEEPING	\$24,000.00	\$16,347.69
					<b>\$1,975.77</b>				
<b>681</b>	<b>Xtreme GrafX, LLC, 505 Main SE, Albany, OR, 97321</b>								
19456	01/23/19	RENTAL PROPERTY, Full Color Sign	01/23/19	\$190.00	\$190.00	01-1357	RENTAL PROPERTY	\$5,000.00	\$4,840.61
19518	02/08/19	RENTAL PROPERTY, sign install	02/08/19	\$200.00	\$200.00	01-1357	RENTAL PROPERTY	\$5,000.00	\$4,840.61
					<b>\$390.00</b>				



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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>74 Albany-Millersburg Economic Development Corporatio, 435 W 1st. Ave, Albany, OR, 97321</b>		02182019	02/18/19	ALBANY-MILLERSBURG ECONOMIC DEVELOPMENT CORP (AMED)	03/18/19	\$7,500.00	\$7,500.00	01-1337	ALBANY-MILLERSBURG	\$30,000.00	\$15,000.00
							<b>\$7,500.00</b>				
<b>539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>		3104598	02/15/19	CONTRACTED SERVICES - Astrid Hesberg, office assistant	03/15/19	\$221.00	\$221.00	01-1332	CONTRACTED SERVIC	\$99,500.00	\$49,762.94
3104598	02/15/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	03/15/19	\$910.00	\$910.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$71,085.20		
							<b>\$1,131.00</b>				
<b>48 Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838</b>		4016894990	02/19/19	CITY HALL MAINTENANCE & SUPPLIES	03/02/19	\$69.61	\$69.61	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$13,708.40
4016894989	02/19/19	PARK SUPPLIES & MAINTENANCE	03/02/19	\$112.61	\$112.61	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$27,709.67		
4016895007	02/19/19	PARK SUPPLIES & MAINTENANCE	03/02/19	\$95.79	\$95.79	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$27,709.67		
							<b>\$278.01</b>				
<b>41 Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167</b>		03012019	02/11/19	MEDICAL INSURANCE	03/01/19	\$6,625.95	\$6,625.95	01-1211	MEDICAL INSURANCE	\$85,000.00	\$38,618.35
							<b>\$6,625.95</b>				
<b>Total Bills To Pay:</b>							<b>\$15,534.96</b>				

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>43</b>	<b>Aflac, 1932 Wynnton Road, Columbus, GA,</b>										
405683		02/11/19	Payroll Taxes Payable - AFLAC Feb 2019	03/01/19	\$49.08	\$49.08	01-9210	Payroll Taxes Payable	\$0.00	(\$12,364.17)	
						<b>\$49.08</b>					
<b>539</b>	<b>Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>										
3103806		02/08/19	CONTRACTED SERVICES - office assistant week ending 2/3/19	03/08/19	\$475.15	\$475.15	01-1332	CONTRACTED SERVIC	\$99,500.00	\$50,238.09	
3103806		02/08/19	CONSULTANTS - ENGINEERING - Jennifer Richardson for week ending 2/3/19	03/08/19	\$780.00	\$780.00	01-1354	CONSULTANTS - ENGI	\$20,000.00	\$7,955.11	
3103812		02/15/19	STORMWATER MASTER PLAN - Jennifer Richardson for week ending 1/27/19	03/08/19	\$390.00	\$390.00	03-1321	STORMWATER MASTE	\$65,000.00	\$9,741.40	
3103806		02/08/19	RATE AND SDC STUDY - Jennifer Richardson for week ending 2/3/19	03/08/19	\$146.25	\$146.25	04-1313	RATE AND SDC STUDY	\$10,000.00	\$10,000.00	
3103806		02/08/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC - Mark Yeager for week ending 2/3/19	03/08/19	\$780.00	\$780.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$71,865.20	
3103806		02/08/19	RATE AND SDC STUDY - Jennifer Richardson for week ending 2/3/19	03/08/19	\$146.25	\$146.25	05-1313	RATE AND SDC STUDY	\$10,000.00	\$10,000.00	
						<b>\$2,717.65</b>					
<b>596</b>	<b>Cardno, Inc., P.O. Box 123400, Dallas, TX, 75321-3400</b>										
514129		02/07/19	STORMWATER MASTER PLAN - Cardno	03/07/19	\$4,965.50	\$4,965.50	03-1321	STORMWATER MASTE	\$65,000.00	\$9,741.40	
						<b>\$4,965.50</b>					
<b>335</b>	<b>EC Electrical Construction Co, PO Box 35146, #43035, Seattle, WA, 98124-5146</b>										
174003		02/12/19	PARK SUPPLIES & MAINTENANCE - Light fixture replacement at shop	03/12/19	\$348.90	\$348.90	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$28,132.64	
						<b>\$348.90</b>					
<b>425</b>	<b>Jim Lepin</b>										
02152019		02/15/19	MILEAGE - Jim Lepin	02/15/19	\$79.03	\$79.03	01-1351	MILEAGE	\$1,500.00	\$776.78	
						<b>\$79.03</b>					
<b>439</b>	<b>Kristen Champion</b>										
01292019		02/15/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/15/19	\$104.00	\$104.00	01-2301	PARKS & RECREATION	\$15,000.00	\$7,547.20	
						<b>\$104.00</b>					
<b>330</b>	<b>Kristi Smith</b>										
01242019		01/24/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Kristi Smith	02/24/19	\$196.00	\$196.00	01-2301	PARKS & RECREATION	\$15,000.00	\$7,547.20	
						<b>\$196.00</b>					
<b>404</b>	<b>Laurie Hackstedt</b>										
02012019		02/01/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Laurie Hackstedt	02/01/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$7,547.20	

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							<b>\$200.00</b>					
<b>744</b>	<b>Melissa Schulze</b>											
02102019		02/13/19	LIBRARY SERVICES - Melissa Schulze	03/13/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$720.00		
							<b>\$40.00</b>					
<b>585</b>	<b>MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553</b>											
8694		02/13/19	CONSULTANTS - PLANNING	03/13/19	\$8,353.33	\$8,353.33	01-1353	CONSULTANTS - PLAN	\$80,000.00	\$38,180.00		
							<b>\$8,353.33</b>					
<b>23</b>	<b>Pacific Power, PO Box 26000, Portland, OR, 97256-0001</b>											
02212019		02/05/19	CITY HALL UTILITIES, Pacfic Power bill for Feb 2019	02/21/19	\$1,158.78	\$1,158.78	01-1317	CITY HALL UTILITIES	\$15,000.00	\$6,327.22		
02212019		02/05/19	PARK SUPPLIES & MAINTENANCE, Pacfic Power bill for Feb 2019	02/21/19	\$74.07	\$74.07	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$28,132.64		
02212019		02/05/19	STREET LIGHTS POWER, Pacfic Power bill for Feb 2019	02/21/19	\$3,201.07	\$3,201.07	02-1323	STREET LIGHTS POWE	\$40,000.00	\$15,550.84		
02212019		02/05/19	SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL, Pacfic Power bill for Feb 2019	02/21/19	\$977.40	\$977.40	04-1328	SEWER MISCELLANEO	\$25,000.00	\$3,361.55		
							<b>\$5,411.32</b>					
<b>576</b>	<b>Shelley Wright</b>											
82553503		01/15/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Shelley Wright	02/15/19	\$48.00	\$48.00	01-2301	PARKS & RECREATION	\$15,000.00	\$7,547.20		
							<b>\$48.00</b>					
<b>89</b>	<b>Staples Advantage, Dept LA, PO Box 83689, Chicago, IL, 60696-3689</b>											
8053144995		02/02/19	OFFICE EXPENSES	02/17/19	\$61.58	\$61.58	01-1352	OFFICE EXPENSES	\$20,000.00	\$15,524.77		
							<b>\$61.58</b>					
<b>Total Bills To Pay:</b>							<b>\$22,574.39</b>					

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>539</b>	<b>Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>										
21319		02/13/19	MATERIALS & SUPPLIES	03/13/19	\$162.76	\$162.76	01-1330	MATERIALS & SUPPLIE	\$10,000.00	\$8,445.00	
3105260		02/22/19	CONTRACTED SERVICES - Astrid Hesberg	03/22/19	\$298.35	\$298.35	01-1332	CONTRACTED SERVIC	\$99,500.00	\$49,541.94	
21319		02/13/19	PARK SUPPLIES & MAINTENANCE	03/13/19	\$20.69	\$20.69	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$27,501.27	
3105260		02/22/19	RATE AND SDC STUDY	03/22/19	\$195.00	\$195.00	04-1313	RATE AND SDC STUDY	\$10,000.00	\$9,853.75	
3105271		02/22/19	RATE AND SDC STUDY	03/22/19	\$365.62	\$365.62	04-1313	RATE AND SDC STUDY	\$10,000.00	\$9,853.75	
3105260		02/22/19	WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC	03/22/19	\$390.00	\$390.00	04-1409	WETLANDS/WASTEWA	\$107,500.00	\$70,175.20	
3105260		02/22/19	RATE AND SDC STUDY	03/22/19	\$195.00	\$195.00	05-1313	RATE AND SDC STUDY	\$10,000.00	\$9,853.75	
3105271		02/22/19	RATE AND SDC STUDY	03/22/19	\$365.63	\$365.63	05-1313	RATE AND SDC STUDY	\$10,000.00	\$9,853.75	
						<b>\$1,993.05</b>					
<b>506</b>	<b>Brittany Graves</b>										
02282019		02/28/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/28/19	\$32.00	\$32.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20	
						<b>\$32.00</b>					
<b>607</b>	<b>Business Connections, Inc., P.O. Box 566, Salem, OR, 97308-0566</b>										
072202192019		02/19/19	TELEPHONE - after hours number	03/11/19	\$42.95	\$42.95	01-1358	TELEPHONE	\$7,000.00	\$5,351.40	
						<b>\$42.95</b>					
<b>184</b>	<b>Darrin Lane</b>										
02192019		02/19/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/19/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20	
						<b>\$200.00</b>					
<b>327</b>	<b>De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602</b>										
62531002		02/15/19	CONTRACTED SERVICES - printer lease	04/01/19	\$392.14	\$392.14	01-1332	CONTRACTED SERVIC	\$99,500.00	\$49,541.94	
						<b>\$392.14</b>					
<b>267</b>	<b>Diana Hallberg</b>										
02222019		02/22/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/22/19	\$84.00	\$84.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20	
						<b>\$84.00</b>					
<b>272</b>	<b>Earth2O, PO Box 70, Culver, OR, 97734</b>										
463978		02/27/19	CITY HALL MAINTENANCE & SUPPLIES	02/27/19	\$27.99	\$27.99	01-1309	CITY HALL MAINTENAN	\$22,000.00	\$13,638.79	
INV68584		02/22/19	MATERIALS & SUPPLIES, Ultrex printer supplies	03/09/19	\$245.00	\$245.00	01-1330	MATERIALS & SUPPLIE	\$10,000.00	\$8,445.00	
463977		02/27/19	PARK SUPPLIES & MAINTENANCE	02/27/19	\$35.49	\$35.49	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$27,501.27	
						<b>\$308.48</b>					
<b>746</b>	<b>Heather Evans</b>										
02022019		02/02/19	LIBRARY SERVICES - Heather Evans	02/02/19	\$40.00	\$40.00	01-1340	LIBRARY SERVICES	\$3,000.00	\$680.00	
						<b>\$40.00</b>					

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>273 JD McGuire</b>		01075-01	02/28/19	Customer Overpayments - JD McGuire refund for acct 01075-01	02/28/19	\$3.32	\$3.32	05-9203	Customer Overpayments	\$0.00	(\$16,211.45)
							<b>\$3.32</b>				
<b>Justin Cordier</b>		02282019	02/28/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/28/19	\$60.00	\$60.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20
							<b>\$60.00</b>				
<b>39 LifeMap Billing, PO Box 6840, Portland, OR, 97228-6840</b>		IN0429780	02/17/19	DISABILITY INSURANCE	03/08/19	\$139.74	\$139.74	01-1212	DISABILITY INSURANC	\$3,200.00	\$1,958.21
							<b>\$139.74</b>				
<b>12 Linn County Sheriff's Office, 1115 Jackson Street SE, Albany, OR, 97322</b>		2212019	02/21/19	LINN COUNTY CONTRACTED SHERIFF	02/21/19	\$22,035.00	\$22,035.00	01-4302	LINN COUNTY CONTRA	\$91,300.00	\$47,230.00
							<b>\$22,035.00</b>				
<b>745 Maria Andrade</b>		02222019	02/22/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/22/19	\$120.00	\$120.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20
							<b>\$120.00</b>				
<b>483 MetLife - Group Benefits, PO Box 804466, Kansas City, MO, 64180-4466</b>		02132019	02/13/19	DENTAL & VISION INSURANCE	03/01/19	\$776.96	\$776.96	01-1214	DENTAL & VISION INSU	\$9,600.00	\$4,393.12
							<b>\$776.96</b>				
<b>385 Michelle Burgess</b>		02252019	02/25/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/25/19	\$64.00	\$64.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20
							<b>\$64.00</b>				
<b>612 Miranda Halseth</b>		02212019	02/21/19	PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM	02/21/19	\$200.00	\$200.00	01-2301	PARKS & RECREATION	\$15,000.00	\$6,999.20
							<b>\$200.00</b>				
<b>6 Petro Card, PO Box 34243, Seattle, WA, 98124-1243</b>		C415679	02/15/19	PARK SUPPLIES & MAINTENANCE - Petro Card	03/05/19	\$68.81	\$68.81	01-2302	PARK SUPPLIES & MAI	\$55,000.00	\$27,501.27
							<b>\$68.81</b>				
<b>13 Sean Shearer</b>		02282019	02/28/19	MAINTENANCE SUPERVISOR - Sean Shearer	02/28/19	\$379.32	\$379.32	01-1206	MAINTENANCE SUPER	\$57,000.00	\$16,251.76
							<b>\$379.32</b>				



### Consolidated Summary Statement

### Account Statement

For the Month Ending February 28, 2019

MILLERSBURG CITY OF

Portfolio Summary			
Portfolio Holdings	Dividends	Closing Balance	Current Yield
Oregon LGIP	27,588.72	13,044,044.89	2.75 %
<b>Total</b>	<b>\$27,588.72</b>	<b>\$13,044,044.89</b>	

Investment Allocation		
Investment Type	Closing Balance	Percent
Money Market Mutual Fund	13,044,044.89	100.00
<b>Total</b>	<b>\$13,044,044.89</b>	<b>100.00%</b>



### Consolidated Summary Statement

**Account Statement**  
For the Month Ending **February 28, 2019**

#### MILLERSBURG CITY OF

<b>Account Number</b>	<b>Account Name</b>	<b>Opening Balance</b>	<b>Purchases</b>	<b>Redemptions</b>	<b>Closing Balance</b>	<b>Dividends</b>
3049	MILLERSBURG CITY/PERLENFEIN W PARK ZUHL	93,543.04	197.34	0.00	93,740.38	197.34
3063	MILLERSBURG EAGLES NEST/MILLERSBURG DR	331,268.18	698.84	0.00	331,967.02	698.84
3064	CITY OF MILLERSBURG STREET SDCS	1,026,230.75	2,164.93	0.00	1,028,395.68	2,164.93
3065	CITY OF MILLERSBURG PARK SDCS	327,243.31	690.35	0.00	327,933.66	690.35
3839	MILLERSBURG CITY OF/WETLANDS PROJECT	26,878.63	56.70	0.00	26,935.33	56.70
5809	MILLERSBURG CITY OF	11,301,208.31	108,864.61	(175,000.10)	11,235,072.82	23,780.56
<b>Total</b>		<b>\$13,106,372.22</b>	<b>\$112,672.77</b>	<b>(\$175,000.10)</b>	<b>\$13,044,044.89</b>	<b>\$27,588.72</b>



U.S. BANK  
P.O. BOX 6343  
FARGO ND 58125-6343

**ACCOUNT NUMBER**  
**STATEMENT DATE** 02-20-2019  
**AMOUNT DUE** \$2,890.23  
**NEW BALANCE** \$2,890.23  
PAYMENT DUE ON RECEIPT



000000399 01 SP 0.560 106481919455187 P  
CITY OF MILLERSBURG  
ATTN KIM WOLLENBURG  
4222 OLD SALEM RD  
ALBANY OR 97321-7377

**AMOUNT ENCLOSED**

\$

Please make check payable to  
U.S. BANK

U.S. BANK  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

**CORPORATE ACCOUNT SUMMARY**

CITY OF MILLERSBURG	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$3,426.87	\$2,882.80	0.00	\$0.00	\$0.00	\$0.00	\$3,419.44	\$2,890.23

**CORPORATE ACCOUNT ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-07	02-05	74798269038000000000818	PAYMENT - THANK YOU 00000 C	751.25 PY
02-07	02-04	747982690380000000001931	PAYMENT - THANK YOU 00000 C	2,668.19 PY
<b>TOTAL CORPORATE ACTIVITY</b>				<b>\$3,419.44 CR</b>

**NEW ACTIVITY**

JANELLE BOOTH	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$289.00	\$0.00	\$289.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-20	02-19	24270749050900015071173	HALFMOON EDUCATION 715-8355900 WI	289.00

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

**ACCOUNT SUMMARY**

STATEMENT DATE

DISPUTED AMOUNT

02/20/19

.00

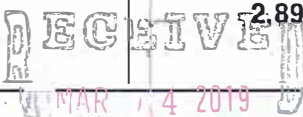
**SEND BILLING INQUIRIES TO:**

U.S. BANK  
P.O. Box 6335  
Fargo, ND 58125-6335

**AMOUNT DUE**

2,890.23

PREVIOUS BALANCE	3,426.87
PURCHASES & OTHER CHARGES	2,882.80
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	3,419.44
<b>ACCOUNT BALANCE</b>	<b>2,890.23</b>



B.Y. ....





Company Name: CITY OF MILLERSBURG
Corporate Account Number:
Statement Date: 02-20-2019

**NEW ACTIVITY**

<b>JAKE GABELL</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$2,429.15	\$0.00	\$2,429.15

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-30	01-29	24492159029894331614844	PAYPAL *OREGONASSOC 402-935-7733 CA	60.00
01-31	01-30	24431069031898000109128	COSTCO WHSE #0682 ALBANY OR	31.47
01-31	01-30	24692169030100351793185	VZWRLSS*IVR VB 800-922-0204 FL	80.02
02-01	01-31	24692169031100953545545	UPS*1ZN09PT60214215838 800-811-1648 GA	13.56
02-11	02-09	24431059040083716178572	REPUBLIC SERVICES TRASH 866-576-5548 AZ	1,514.65
02-11	02-09	24431059040083720234874	REPUBLIC SERVICES TRASH 866-576-5548 AZ	39.54
02-11	02-09	24692169040100252361080	SHUTTERFLY 800-986-1065 CA	364.00
02-14	02-14	24692169045100476798922	COMCAST CABLE COMM 800-COMCAST OR	325.91

<b>KIMBERLY WOLLENBURG</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$164.65	\$0.00	\$164.65

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-04	02-01	24760629032470900712400	ALBANY AREA CHAMBER OF 541-9261517 OR	32.00
02-06	02-05	24717059037640371006453	LEE NEWSPAPERS E PAY 844-3042843 IA	15.00
02-11	02-08	24906419039067930600714	EIG*SITE5.COM 866-8975421 TX	15.95
02-18	02-15	24164079046105147174493	STAPLES 877-8267755 NJ	53.70
02-18	02-15	24760629046477600738100	ALBANY AREA CHAMBER OF 541-9261517 OR	48.00

Department: 00000 Total:	\$2,882.80
Division: 00000 Total:	\$2,882.80



# LINN COUNTY SHERIFF'S OFFICE

**Jim Yon, Sheriff**

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

## 2019

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

**FOR THE MONTH OF: February**

TRAFFIC CITATIONS: _____	10
TRAFFIC WARNINGS: _____	19
TRAFFIC CRASHES: _____	0
ADULTS CITED/VIOLATIONS: _____	2
ADULTS ARRESTED : _____	4
JUVENILES CITED/VIOLATIONS: _____	0
JUVENILES ARRESTED: _____	0
COMPLAINTS/INCIDENTS INVESTIGATED: _____	118
TRAFFIC HOURS: _____	8
ADMINISTRATION HOURS: _____	8
ALARM LAW ONLY WITH RESPONSE: _____	6

**TOTAL HOURS SPENT: MILLERSBURG 121**

**CONTRACT HOURS= 113 HOURS**

**Jim Yon,  
Sheriff, Linn County**

**By: Sergeant Greg Klein**



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: City Staff  
DATE: March 7, 2019 for Council Meeting March 12, 2019  
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 continues 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 is provided below.

### **Rate and SDC Study:**

The work on the City's rate and SDC study continues. The consultant has completed the model of the water and sewer rates and is finalizing the data. Staff had a meeting with the consultant to review the data and discuss proposed rate structures. When the data input is complete, a council work session will be scheduled to go over the proposed rate structures and discuss the comments.

### **City Hall Work:**

In the 2018-2019 FY, funds were budgeted for improvements to City Hall, including work in the council chambers and file room. Staff have been meeting with vendors and obtaining quotes for this work.

In addition to the audio/visual upgrades in the council chambers, staff are soliciting quotes for construction of a raised dais, including built-in desks to replace the current council tables. These modifications would facilitate wiring for the audio/visual system.

Work in the file room consists of installation of a rolling file system. The materials order has been placed and installation is anticipated in six to eight weeks.

### **Permanent Fire Station:**

Staff have begun the process of developing a request for qualifications (RFQ) for the permanent fire station design. As a part of this process, staff are evaluating alternate contracting methods such as Design-Build or Construction Manager/General Contractor (CM/GC) for this project. As a procuring agency,

Millersburg is required to go through a process that consists of 12 tasks to conduct a solicitation through the Public Improvement Alternative Contracting method. The first task is to develop findings and submit a request for an exemption from competitive bidding for a public improvement contract to the State Chief Procurement Officer. Staff are currently evaluating whether there are potential significant benefits to this project by utilizing an alternate contracting method. Additional information will be provided as this process is developed.

**Engineering Standards:**

Staff have begun developing Engineering Standards for the City of Millersburg. The standards will be similar to the City of Albany Engineering Standards so that they work with the Albany Construction Standards, which Millersburg has adopted. However, Millersburg's engineering standards will be modified as necessary to reflect Millersburg's specific needs. It is anticipated that the engineering standards will be ready for adoption before or just after the Land Use Development Code is finished.

**Capital Improvements Program (CIP):**

Staff have begun updating the CIP for FY 2019-20. During the first Budget Committee meeting, the proposed project list will be reviewed and an opportunity will be provided to ask questions to clarify issues and information. Staff also intends to post the draft CIP to the website and share it with the Planning Commission prior to adoption. The CIP will be revised as necessary and the final program adopted along with the City budget.

**Construction in Millersburg:**

Several private development projects are under construction in Millersburg, some of which impact public streets.

**Millersburg Drive:** Due to high groundwater, the contractor has currently suspended work in Millersburg Drive and plans to do temporary trench patching on or around March 15. He intends to complete the work in Millersburg Drive in the spring, once groundwater has become more manageable. The final surface restoration will take place once all work in Millersburg Drive is complete.

**Woods Road:** Portions of Woods Road for approximately 600 feet south of Sonora Drive were excavated to repair a settled trench caused by a water service leak. Due to the time of year, weather conditions, and asphalt availability, restoration of the road surface has taken longer than normal. In the past weeks, additional trench settlement has occurred. Because of this additional settlement, asphalt over the entire trench is being removed, the trench recompacted, and the surface will be restored. As soon as the weather allows, the work will be completed. We apologize for the inconvenience and thank our residents for their patience with this process.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		<b>Millersburg Tasks</b>					
2							
3		<b>Charter and Council</b>	260 days	Wed 1/2/19	Tue 12/31/19		Kevin, Forrest
4		Update of charter					
5		Consider election of mayor					
6		Update Strategic Plan	72 days	Mon 1/21/19	Tue 4/30/19		
7							
8		<b>Ordinances and Code</b>	260 days	Wed 1/2/19	Tue 12/31/19		Forrest, Kim, Kevin
9		Update Code of Ordinances - change to Municipal Code	260 days	Wed 1/2/19	Tue 12/31/19		
10		Resolutions - need to update water resolution with new billing cycle CO 50.05	151 days	Wed 1/2/19	Wed 7/31/19		
11		Update ordinances to include water and storm utility systems					
12		Comprehensive Plan Update	260 days	Wed 1/2/19	Tue 12/31/19		
13							
14		<b>Policies, Procedures, and Standards</b>	260 days	Wed 1/2/19	Tue 12/31/19		
15		Ethics Policy					Kevin, Janelle
16		Fleet policy and best practices for vehicles					Kevin, Janelle
17		Computer/electronics use policy					Kevin, Janelle
18		Equipment use policy					Kevin, Janelle
19		Billing policy					Kim
20		<b>Safety procedures and training</b>	260 days	Wed 1/2/19	Tue 12/31/19		Kevin, Janelle
21		Safety manual					
22		Staff training plans					
23		Ergo evaluations					
24		PPE					
25							
26		<b>Budget</b>	120 days	Mon 1/14/19	Fri 6/28/19		
27		Supplemental Budget for 2018-2019	42 days	Mon 1/14/19	Tue 3/12/19		Jake, Kevin, Janelle
28		<b>2019-2020 Budget</b>	75 days	Mon 3/18/19	Fri 6/28/19		Jake, Kevin, Janelle
29		Revise budget layout	10 days	Mon 1/14/19	Fri 1/25/19		Jake
30		Develop proposed budget	55 days	Mon 1/28/19	Fri 4/12/19		
31		Adopt budget	55 days	Mon 4/15/19	Fri 6/28/19		
32		CIP update	50 days	Mon 2/4/19	Fri 4/12/19		Janelle
33							
34		<b>Equipment life/replacement costs tracking</b>	260 days	Wed 1/2/19	Tue 12/31/19		
35		City Hall Equipment					
36		Parks/Maintenance Equipment					
37		Fire Station					
38							
39		<b>City Hall work</b>	83 days	Wed 1/2/19	Fri 4/26/19		
40		<b>Council Chambers</b>					
41		Upgrade audio and video system	128 days	Wed 1/2/19	Fri 6/28/19		
42		Consider new audience chairs?					
43		Records Room reorganization - rolling files	128 days	Wed 1/2/19	Fri 6/28/19		Kim, Kevin
44		Office space modifications	128 days	Wed 1/2/19	Fri 6/28/19		Kevin, Kim
45		Upgrade phone system?					Jake
46		Broadband					Kevin
47		Walking path around north end of City Hall					
48		Security cameras on City Hall exterior					
49							
50		<b>Planning, Building, and Development</b>	260 days	Wed 1/2/19	Tue 12/31/19		
51		Complete Land Use Development Code Revision	84.25 days	Wed 1/2/19	Tue 4/30/19		John Morgan
52		Consider UGB expansion		Wed 1/2/19			John, Kevin, Janelle
53		Update planning fees					John, Matt
54		Ability to get on County online system for building permit	84 days	Tue 7/2/19	Fri 10/25/19		Kevin, Janelle
55		Engineering standards	128 days	Mon 2/4/19	Wed 7/31/19		Janelle
56		Connection Fees/Reimbursement Agreement	70 days	Wed 1/2/19	Tue 4/9/19		Janelle, Jeff

Project: Task List  
Date: Wed 3/6/19

Task Summary Inactive Milestone   
 Split Project Summary Inactive Summary   
 Milestone Inactive Task Manual Task

Duration-only Manual Summary Rollup

75

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
57		Buildable Lands Inventory and Housing Needs Analysis					
58							
59		<b>Economic Development</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
60		Business license					
61		Access to City property west of tracks					
62		Fuel tax					
63		Transient room tax					
64		Wetland delineation for city owned property	135 days	Mon 3/18/19	Fri 9/20/19		
65							
66		<b>Fire Station Permanent</b>	<b>247 days</b>	<b>Mon 1/21/19</b>	<b>Tue 12/31/19</b>		
67		Select Site	50 days	Mon 1/21/19	Fri 3/29/19		Kevin,Janelle
68		Select Architect	50 days	Mon 2/25/19	Fri 5/3/19		Kevin,Janelle
69		Preliminary Design	172 days	Mon 5/6/19	Tue 12/31/19		Kevin,Janelle
70							
71		<b>Parks</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
72		Review reservation fees	63 days	Wed 1/2/19	Fri 3/29/19		Jake
73		Park safety inspection checklist	173 days	Wed 1/2/19	Fri 8/30/19		Janelle,Sean
74		<b>Parks Master Plan</b>	<b>173 days</b>	<b>Wed 1/2/19</b>	<b>Fri 8/30/19</b>		Janelle
75		Parks Maintenance Plan	173 days	Wed 1/2/19	Fri 8/30/19		Janelle
76		Remote control of irrigation system					
77							
78		<b>Utilities</b>	<b>83 days</b>	<b>Wed 1/2/19</b>	<b>Fri 4/26/19</b>		Kevin,Janelle,consultant
79		New utility billing and GL system					Kim
80		<b>Rates</b>	<b>63 days</b>	<b>Wed 1/2/19</b>	<b>Fri 3/29/19</b>		
81		Water	42 days	Wed 1/2/19	Thu 2/28/19		
82		Sewer	42 days	Wed 1/2/19	Thu 2/28/19		
83		Stormwater	40 days	Mon 3/4/19	Fri 4/26/19		
84		<b>SDCs</b>	<b>231 days</b>	<b>Wed 1/2/19</b>	<b>Wed 11/20/19</b>		
85		Water	63 days	Wed 1/2/19	Fri 3/29/19		
86		Sewer	63 days	Wed 1/2/19	Fri 3/29/19		
87		Streets	61 days	Fri 2/1/19	Fri 4/26/19		
88		Stormwater	61 days	Fri 2/1/19	Fri 4/26/19		
89		Parks	39 days	Mon 9/9/19	Thu 10/31/19		
90							
91		<b>Stormwater</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
92		Complete Stormwater Master Plan	15 days	Wed 1/2/19	Tue 1/22/19		
93		TMDL matrix revision	51 days	Mon 1/21/19	Mon 4/1/19		
94		Stormwater/drainage flyer	19 days	Mon 2/4/19	Thu 2/28/19		
95		Crooks Creek north trib project	194 days	Mon 2/4/19	Thu 10/31/19		
96		Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement plan	63 days	Wed 1/2/19	Fri 3/29/19		Janelle
97		Have Millersburg storm drain facilities added to Albany GIS system	42 days	Wed 1/2/19	Thu 2/28/19		Janelle
98		Erosion Control Permit Program	85 days	Mon 2/4/19	Fri 5/31/19		Janelle
99		Develop inspection and maintenance program	60 days	Mon 2/4/19	Fri 4/26/19		Janelle
100							
101		<b>Water</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
102		Evaluate DRC contract	45 days	Mon 4/1/19	Fri 5/31/19		Janelle
103		Water master plan - submit finance component	85 days	Wed 1/2/19	Tue 4/30/19		Janelle
104		Annual water audit	39 days	Mon 1/7/19	Thu 2/28/19		Janelle,Kim
105		Leak detection program	260 days	Wed 1/2/19	Tue 12/31/19		Janelle
106		Public education	260 days	Wed 1/2/19	Tue 12/31/19		Janelle,Kim
107		Industrial conservation measures	260 days	Wed 1/2/19	Tue 12/31/19		Janelle
108		Consider weather station on park irrigation system	108 days	Wed 1/2/19	Fri 5/31/19		Janelle,Sean
109		OHA requirements tracking	260 days	Wed 1/2/19	Tue 12/31/19		Janelle
110							
111		<b>Sewer</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
112		Manhole grouting	18 days	Wed 1/2/19	Fri 1/25/19		Janelle

Project: Task List  
Date: Wed 3/6/19

Task Summary Inactive Milestone Duration-only   
 Split Project Summary Inactive Summary Manual Summary   
 Milestone Inactive Task Manual Task



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
113		Finish lift station project	42 days	Wed 1/2/19	Thu 2/28/19		Janelle
114		Evaluate flow monitoring contract	45 days	Mon 4/1/19	Fri 5/31/19		Janelle
115		Reuse water study	83 days	Wed 1/2/19	Fri 4/26/19		Janelle, Kevin
116							
117		<b>Transportation/Streets</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
118		Bridge and pavement reporting to ODOT	23 days	Wed 1/2/19	Fri 2/1/19		Janelle
119		Street striping program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle
120		Crack seal/slurry seal program	109 days	Wed 1/2/19	Mon 6/3/19		Janelle
121		Update TSP?					Janelle
122							
123		<b>Miscellaneous</b>	<b>260 days</b>	<b>Wed 1/2/19</b>	<b>Tue 12/31/19</b>		
124		Newsletter	38 days	Wed 1/2/19	Fri 2/22/19		Kim
125		Post utility rate and SDC info to website once changes are adopted	175 days	Mon 4/1/19	Fri 11/29/19		Janelle, Kim
126		Change city name for addressing					
127		Complaint form	1 day	Wed 1/2/19	Wed 1/2/19		
128		Monument signs on north and south end of City					
129		Fee Chart, review and update fees					
130							
131		<b>HR</b>	<b>38 days</b>	<b>Wed 1/2/19</b>	<b>Fri 2/22/19</b>		
132		Annual evaluations	38 days	Wed 1/2/19	Fri 2/22/19		Kevin, Janelle
133		Update employee manual	38 days	Wed 1/2/19	Fri 2/22/19		Kevin, Forrest
134		Update maintenance job descriptions	38 days	Wed 1/2/19	Fri 2/22/19		Janelle

Project: Task List  
Date: Wed 3/6/19

Task		Summary		Inactive Milestone		Duration-only	
Split		Project Summary		Inactive Summary		Manual Summary Rollup	
Milestone		Inactive Task		Manual Task			



TO: Millersburg City Council  
FROM: Forrest Reid, City Attorney  
DATE: 2/13/19 for the 3/12/19 City Council Meeting  
SUBJECT: City Owned Farm Land Lease Renewals

Action Requested: Approve annual farm land lease renewals with Paul Kuehne/Creekside Farms.

Discussion:

The City currently has five parcels of land which are leased to Paul Kuehne for agricultural purposes. They consist of 20 acres, 38 acres, 49 acres, 60 acres, and 63 acres. The 63-acre parcel is west of the railroad tracks, south of Conser Road, and was donated to the City in 12/2014. Paul Kuehne has this 63- acre parcel leased from the City until 9/26/2021.

The remaining four parcels were leased to Paul Kuehne annually for 2017-18, with the option to renew these annual leases for two additional years. In April 2018 the City Council chose to renew these four leases for 2018-19. Paul Kuehne has informed the City he would like to renew these four leases for 2019-20.

The proposed individual land lease renewals are attached, along with the four original individual land leases dated 6/30/2017 and a copy of Ordinance 125.

If the Council decides to renew these leases, the City will place these parcels up for competitive bid in May 2020.

Budget Impact: Each lease is for \$260/acre, representing total annual revenue of \$43,420.

Recommendation: Renew the annual lease for each parcel.

Attachment(s):

- Four land lease renewals
- Four original land leases dated 6/30/2017
- Millersburg Ordinance 125



## ANNUAL LEASE RENEWAL

Pursuant to Millersburg Ordinance 125 entitled “AN ORDINANCE ADOPTING A PROCESS FOR THE LEASING OF CITY OWNED AGRICULTURAL LAND”, by Motion adopted by the Millersburg City Council, hereinafter referred to as “Lessor,” on March 14, 2018, and a timely request by Creekside Valley Farms, LLC, hereinafter referred to as “Lessee,” the one-year land lease entered into June 30, 2017, between Lessor and Lessee is hereby renewed by both parties for one year, ending 11:59 PM on September 14, 2020.

Said renewed lease incorporates all terms and conditions of the original lease dated June 30, 2017.

**This annual lease renewal applies to the following described real property:**

That real property located behind the Millersburg City Hall at the intersection of Old Salem Road and Conser Road, consisting of approximately 20 (twenty) farmable acres of a 23.79 parcel of land as exhibited on the Linn County Assessor’s Map 10 3W 21 Tax Lot 4301, located in the City of Millersburg, Linn County, Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor  
Kevin Kreitman  
Millersburg City Manager

\_\_\_\_\_  
Lessee  
Creekside Valley Farms, LLC.

## ANNUAL LEASE RENEWAL

Pursuant to Millersburg Ordinance 125 entitled “AN ORDINANCE ADOPTING A PROCESS FOR THE LEASING OF CITY OWNED AGRICULTURAL LAND”, by Motion adopted by the Millersburg City Council, hereinafter referred to as “Lessor,” on March 14, 2018, and a timely request by Creekside Valley Farms, LLC, hereinafter referred to as “Lessee,” the one-year land lease entered into June 30, 2017, between Lessor and Lessee is hereby renewed by both parties for one year, ending 11:59 PM on September 14, 2020.

Said renewed lease incorporates all terms and conditions of the original lease dated June 30, 2017.

**This annual lease renewal applies to the following described real property:**

That real property located west of the Firehouse Corner Market and Deli, consisting of approximately 38 (thirty-eight) farmable acres on a tract of land, as exhibited on the Linn County Assessor’s Map 10 3W 28 Tax Lot 108, located in the City of Millersburg, Linn County, Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor  
Kevin Kreitman  
Millersburg City Manager

\_\_\_\_\_  
Lessee  
Creekside Valley Farms, LLC.

## ANNUAL LEASE RENEWAL

Pursuant to Millersburg Ordinance 125 entitled “AN ORDINANCE ADOPTING A PROCESS FOR THE LEASING OF CITY OWNED AGRICULTURAL LAND”, by Motion adopted by the Millersburg City Council, hereinafter referred to as “Lessor,” on March 14, 2018, and a timely request by Creekside Valley Farms, LLC, hereinafter referred to as “Lessee,” the one-year land lease entered into June 30, 2017, between Lessor and Lessee is hereby renewed by both parties for one year, ending 11:59 PM on September 14, 2020.

Said renewed lease incorporates all terms and conditions of the original lease dated June 30, 2017.

**This annual lease renewal applies to the following described real property:**

That real property located on the south side of Conser Road, and just east of the Burlington Northern Railroad, consisting of approximately 49 (forty-nine) farmable acres on a tract of land, as exhibited on the Linn County Assessor’s Map 10 3W 29 Tax Lot 200, located in the City of Millersburg, Linn County, Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor  
Kevin Kreitman  
Millersburg City Manager

\_\_\_\_\_  
Lessee  
Creekside Valley Farms, LLC.

## ANNUAL LEASE RENEWAL

Pursuant to Millersburg Ordinance 125 entitled “AN ORDINANCE ADOPTING A PROCESS FOR THE LEASING OF CITY OWNED AGRICULTURAL LAND”, by Motion adopted by the Millersburg City Council, hereinafter referred to as “Lessor,” on March 14, 2018, and a timely request by Creekside Valley Farms, LLC, hereinafter referred to as “Lessee,” the one-year land lease entered into June 30, 2017, between Lessor and Lessee is hereby renewed by both parties for one year, ending 11:59 PM on September 14, 2020.

Said renewed lease incorporates all terms and conditions of the original lease dated June 30, 2017.

**This annual lease renewal applies to the following described real property:**

That real property located west of the Firehouse Corner Market and Deli, consisting of approximately 60 (sixty) farmable acres on a tract of land, as exhibited on the Linn County Assessor’s Map 10 3W 28 Tax Lot 100, located in the City of Millersburg, Linn County, Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor  
Kevin Kreitman  
Millersburg City Manager

\_\_\_\_\_  
Lessee  
Creekside Valley Farms, LLC.

# ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located behind the Millersburg City Hall at the intersection of Old Salem Road and Conser Road, consisting of approximately 20 (twenty) farmable acres of a 23.79 parcel of land as exhibited on the Linn County Assessor's Map 10 3W 21 Tax Lot 4301, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2017, and shall continue for one calendar year through September 14, 2018. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$2,600 submitted with Lessee's bid. This \$2,600 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$2,600 is due in full no later than 12 noon, September 14, 2018. The parties agree that there is approximately 20 (twenty) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Attorney Representation:

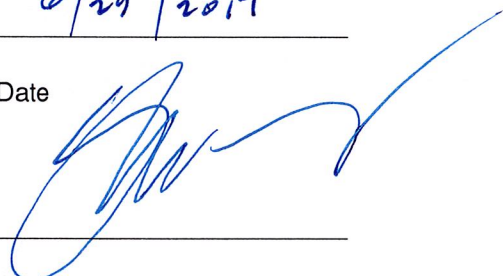
This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.


15. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or

revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/29/2017  
Date  
  
LESSOR  
CITY OF MILLERSBURG

6-30/2017  
Date  
  
LESSEE  
CREEKSIDE VALLEY FARMS, LLC



# ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located west of the Firehouse Corner Market and Deli, consisting of approximately 38 (thirty-eight) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 28 Tax Lot 108, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2017, and shall continue for one calendar year through September 14, 2018. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$4,940 submitted with Lessee's bid. This \$4,940 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$4,940 is due in full no later than 12 noon, September 14, 2018. The parties agree that there is approximately 38 (thirty-eight) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops not for human consumption, and for no other purpose.** The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

15. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.


**16. PROPERTY HAS EPA USE RESTRICTIONS:**

**Lessee acknowledges that this property is a Teledyne Wah Chang Superfund site and as such is under guidance from the EPA, and is encumbered by a recorded environmental protection easement and equitable servitude. As such, Lessee acknowledges that the EPA suggests, and Lessor therefore requires of Lessee, to limit ground distributing activity which results in the suspension of soil into the air.**

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/29/2017

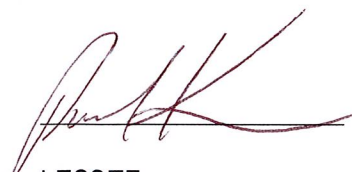
Date

  
\_\_\_\_\_  
LESSOR

CITY OF MILLERSBURG

6-30/17

Date

  
\_\_\_\_\_  
LESSEE

CREEKSIDE VALLEY FARMS, LLC.

# ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located on the south side of Conser Road, and just east of the Burlington Northern Railroad, consisting of approximately 49 (forty-nine) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 29 Tax Lot 200, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2017, and shall continue for one calendar year through September 14, 2018. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$6,370 submitted with Lessee's bid. This \$6,370 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$6,370 is due in full no later than 12 noon, September 14, 2018. The parties agree that there is approximately 49 (forty-nine) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

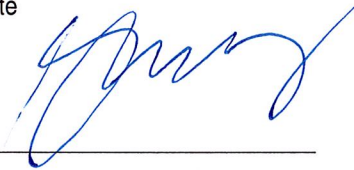
15. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/29/2017

Date

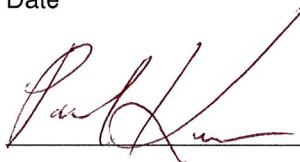


LESSOR

CITY OF MILLERSBURG

6/30/2017

Date



LESSEE

CREEKSIDE VALLEY FARMS, LLC.



# ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located west of the Firehouse Corner Market and Deli, consisting of approximately 60 (sixty) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 28 Tax Lot 100, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2017, and shall continue for one calendar year through September 14, 2018. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$7,800 submitted with Lessee's bid. This \$7,800 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$7,800 is due in full no later than 12 noon, September 14, 2018. The parties agree that there is approximately 60 (sixty) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Right To Sell:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease and in that event the Lessor will make every effort to fulfill the terms of this lease

14. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

15. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

4/29/2017

Date


  
\_\_\_\_\_

LESSOR

CITY OF MILLERSBURG

6/30/2017

Date

  
\_\_\_\_\_

LESSEE

CREEKSIDE VALLEY FARMS, LLC

# CITY OF MILLERSBURG, OREGON

## ORDINANCE NO. 125

### AN ORDINANCE ADOPTING A PROCESS FOR THE LEASING OF CITY OWNED AGRICULTURAL LAND

The City of Millersburg does ordain as follows:

WHEREAS, the City of Millersburg owns various parcels of real property which may be used for production of agricultural products; and,

WHEREAS, whenever the City determines that City owned property is not needed for public use, or whenever the public interest may be furthered, the City may enter into a lease(s) with individuals or entities regarding these various parcels of real properties; and,

WHEREAS, the City believes it is in the best interest of the City and potential lessees to adopt a procedure to allow for an open and public process to obtain lessees of the agricultural land owned by the City of Millersburg;

WHEREAS, the City believes it is in the best interest of the City and potential lessees that the annual land lease may be renewed annually, for no more than two additional years, by mutual agreement between the City and the Lessee;

NOW, THEREFORE, IN ORDER TO PROVIDE FOR AN ORDERLY PROCESS TO LEASE CITY OF MILLERSBURG OWNED AGRICULTURAL LAND, THE CITY OF MILLERSBURG ADOPTS THE FOLLOWING:


1: The City of Millersburg will request bids for City owned parcels of real property that the City intends to lease pursuant to the following timeline: The request for annual bids shall be published at least three times in the Albany Democrat-Herald Newspaper, with the first publication to occur during the last week of April, the second publication to occur during the first week of May, and the third publication to occur during the second week of May. The request for bid will also be posted in at least two public locations, and shall also be provided to any party who has requested notice.

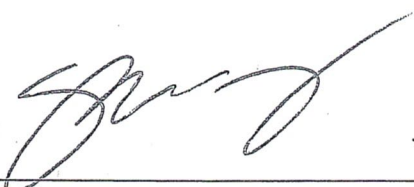
2: Said bids must be submitted to the City Manager no later than 4:00 P.M. on the first Monday of June of the year in which the lease will occur. The submitted bids must be accompanied by a check, payable to the City of Millersburg, for one-half (1/2) of the amount of the annual bid.

3: The annual lease will be awarded by June 15<sup>th</sup>, and the annual land lease shall run from September 15<sup>th</sup> and automatically terminate one year later on September 14<sup>th</sup> at 11:59 P.M.

4: The annual lease with Lessee may be renewed annually, for no more than two additional years beyond the expiration of the first annual lease. Said renewal must be mutually agreed to by the City and the Lessee no later than April 18th of the year the annual lease is to terminate. The City and the renewing Lessee may jointly agree to change, amend, or withdraw any material term for the renewed annual lease. If the City and Lessee renew the lease, the annual lease between the City and the Lessee must be signed by the City and the Lessee by April 20<sup>th</sup>. The City will not seek bids for the renewed year if the mutually agreed renewed lease is signed by the City and the Lessee no later than April 20<sup>th</sup>.

PASSED by the Council and approved by the Mayor this 14th day of March, 2017.

  
3/16/17  
\_\_\_\_\_  
Jim Lepin  
Mayor

ATTEST:   
3/15/17  
\_\_\_\_\_  
Steve Hasson  
City Manager



TO: Millersburg City Council  
FROM: Kevin Kreitman  
DATE: March 5, 2019 for March 12, 2019 Council Meeting  
SUBJECT: Health Insurance Plan

Action Requested:

Information on Health Insurance plan change.

Discussion:

The City's current health insurance plan is up for renewal on April 1<sup>st</sup> of this year, and we were notified by our provider, Providence Health Plan, that our current plan is being discontinued. The new plan Providence recommends for replacement of the current City plan, results in a 14% increase in health care costs.

As background, the cost for our current plan, which was implemented 4/1/18, was estimated for a 28% increase last year. Our insurance broker, Aldrich Advisors, requested a rerate based on the changes of employment associated with our plan. That request resulted in an approximate 1% cost increase over the prior year versus the proposed 28% increase by Providence last year.

We asked Aldrich Advisors to evaluate our options for this year with the required change in plans. We met with our broker and reviewed proposals from eight additional providers and the plans offered through City County Insurance Services (CIS).

Based on that review, we would like to instruct Aldrich to notify our current provider, Providence, that we would like to move to a plan providing coverage similar to our current coverage. This shift will result in only an 8% cost increase for the plan versus the proposed plan with a 14% increase.

The new plan, as compared to our current plan, will result in a \$500 increase in deductible for individuals, a \$1,000 increase in deductible for a family, a \$2,000 increase in the out-of-pocket maximum for an individual, and a \$4,000 increase in out-of-pocket maximum for a family.

With that change in the plan, staff requests Council's concurrence on two additional options the City has not provided in the past.

The first is the offering of a Health Saving Account (HSA) eligible plan which is also available through Providence. This plan would result in a 7.42% reduction in cost to the City as compared to our current plan, and a 14.54% reduction in cost to the City as compared to Providence's proposed plan with the 8% cost increase.

A HSA is a government-regulated savings account that lets employees set aside pre-tax income to cover health care costs not paid by insurance. HSA's are

available only to individuals who have a qualifying, high-deductible insurance plan.

Currently, an individual can place a maximum of \$3,500/annually and a family a maximum of \$7,000/annually pre-tax dollars into the HSA account. Generally, the HSA account can be used for health care costs not covered by insurance such as the deductible and a host of other approved items. A majority of employers that provide this option provide funds to the HSA for those employees who elect the offered HSA eligible plan. Staff proposes offering those employees who select an HSA plan a City contribution of 14.54% to their HSA based on the rate associated with the selection of the HSA plan. Based on a single employee, the 14.54% results in a monthly contribution from the City of \$71.93. An employee plus family results in a monthly City contribution of \$205.00.

Due to the higher deductibles associated with HSA plans, the rate increases associated with these plans are historically lower than non-HSA based plans which result in savings to the employer long-term.

Finally, we would also like to offer the ability for an employee to elect to subscribe to the plan recommended by Providence as the replacement of our current plan. The employee would be thus be responsible for a contribution above the base (non-HSA plan) the City has selected, resulting is a cost to the employee only \$29.85/month and an employee plus family \$85.10/month.

HSA contributions by both the City and employees as well as employee contributions toward the buy-up plan's premiums are pre-tax, resulting in additional savings for the City and employees.

As long as no changes occur to our current employment levels, and based upon current budgeted funds for health insurance, our budget estimate for health insurance for next year will likely result in an approximate fund increase of 5% (\$4,250.00).

If Council concurs with staff's recommendations, we will draft a policy for adoption which outlines the aforementioned items.

Budget Impact:

No impact, sufficient funds in current budget.

Recommendation:

Motion from council to adopt proposed insurance plan changes.





TO: Millersburg City Council  
FROM: Kevin Kreitman  
DATE: March 5, 2019 for March 12, 2019 Council Meeting  
SUBJECT: Urban Growth Boundary

Action Requested:

Council consideration of a study for contemplation of an Urban Growth Boundary expansion.

Discussion:

As you are aware, we are currently working with the Planning Commission on the update of our Land Use Development Code. This update will require at least a partial update of our Comprehensive Plan. In addition, one of the Council goals in the Strategic Plan is to update our Comprehensive Plan.

While reviewing this, the question has arisen regarding the possible need to expand our Urban Growth Boundary (UGB). At the time of incorporation as a City, we had a small area of UGB that has subsequently been annexed into the City.

Thus, the City does not currently contain any UGB outside of our current City limits. We have had a number of developers and property owners approach us regarding the possibility of developing or re-establishing a UGB for potential annexation of additional lands into the City.

We have also been notified by a developer that they have made contact with property owners of the remaining larger developable parcels in the City. These property owners have indicated they are not interested in selling their property at this time; it is unknown if they may have interest in developing their properties.

Even if those property owners were interested in developing their properties, based on our history of growth which currently averages approximately 100 new homes a year, Millersburg may not presently have a 20-year supply of lands for housing based on properties which are currently zoned Residential.

With this in mind, we wanted to provide Council with some information for consideration to gauge Council's interest in the potential of expanding Millersburg's UGB.

Currently, approximately 280 acres of undeveloped residentially zoned property (5 acre or larger parcels) remains available within the city. Based on our Urban Residential Zoning of a minimum 10,000 square foot lots, and factoring 3.0 lots per acre, the City has the potential for 840 additional lots if all available property owners were willing to sell and/or develop the property.

Based on the average of 100 new homes constructed per year during the past few years, Millersburg has approximately 8.4 years of available land supply, not including those projects currently approved and/or under construction. It should also be noted that the calculation above does not consider potential wetland impacts, which most likely will reduce the potential number of lots per acre and buildable land supply available for development.

In looking at the potential development/expansion of our Urban Growth Boundary and interest expressed by property owners, if Council is interested in exploring an Urban Growth Boundary, staff would recommend the City consider looking at expansion to the north and east of the City.

Staff envisions a number of potential benefits to these options, including the future development of the proposed interchange. One of staff's concerns though, should we consider further expansion, is to try to avoid creating a longer north/south axis for the City without also considering potential expansion to the east or west. This will help the City avoid a longer narrow footprint which may be challenging to service in the future.

If Council has an interest in pursuing the potential expansion of our UGB, staff will schedule a work session with our City Planner for further discussion on the process, timing, and scheduling and look at including potential associated costs in proposed 2019-2020 budget.

Budget Impact:

The estimated costs associated with updating the UGB are identified below:

Phase I

Buildable Lands Survey/Housing needs Analysis	\$30,000
Estimated staff time (Planner)	\$10,000
Economic Opportunity Analysis (EOA)	\$35,000

Phase II

Costs, if Phase I shows the ability to expand UGB and completing the process	\$10,000 to \$15,000
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Recommendation:

Council direction regarding preference for consideration of UGB expansion.



TO: Millersburg City Council  
VIA: Kevin Kreitman, City Manager  
FROM: Janelle Booth, Assistant City Manager/City Engineer  
DATE: March 7, for the March 12, 2019 City Council Meeting  
SUBJECT: Connection Fees and Capital Recovery Agreements

Action Requested: Staff requests Council receive this report and provide direction.

Discussion:

As properties develop, they are required to construct public improvements (street, water, sewer, and storm drain infrastructure) to and through their property and/or frontage. This process supports a logical extension of service so that when the neighboring property develops, streets and utilities will be available for them to connect to and, similarly, extend to and through their property and/or frontage. In this way, each property pays for their "fair share" of basic infrastructure required to serve their site.

However, there are situations that challenge the fair share concept. An example of such a situation is a property (Property A) that constructs public improvements across their frontage but the property on the other side of the street (Property B) is not participating in construction. Without tools in place to capture Property B's responsibility to contribute their "fair share" of infrastructure costs, they would receive a significant financial benefit because Property A paid for Property B's share.

Capital Reimbursement Agreements and Connection Charges are tools to ensure properties like Property A in the example above get reimbursed and properties like Property B pay their fair share when they decide to develop or connect to public infrastructure. When Property B connects, they pay Connection Charges to the City and, based on the terms of the Capital Reimbursement Agreement, the City then passes that revenue on to Property A.

Connection Charges are also collected to reimburse the City for existing improvements when applicable, or to satisfy a current responsibility to construct public improvements when the City determines those improvements should be delayed and coordinated in a larger, future project.

*Connection Charges*

Connection Charges are per-foot fees based on a property's frontage (50-foot minimum) along the required public improvement. They are only charged when the developing/connecting property did not financially participate in constructing the improvement. The fee is based on half of the per-foot

construction cost since property on either side of that improvement is responsible for their fair share, or their half, of the required improvement to serve both properties. As an example, a sewer line constructed down the center of a street can serve properties on both sides of the street. However, neither property can construct only half of a pipe. On a per-foot basis, property on each side of the street benefits equally.

In December, 2018, the City of Albany adopted updated connection charges for water, sewer, streets, and storm. The adopted fees were developed based on construction cost data provided with each Site Improvement (SI) permit application. Until recently, Millersburg projects were permitted under the SI process, therefore Millersburg project data was included in the development of the connection fees. The table below shows the City of Albany's current connection charges.

Albany Adopted Connection Charges	
Connection Charge	Proposed Fee per Foot
Sewer (with exst service lateral)	\$76
Sewer (without service lateral)	\$63
Water 8-inch (with exst water service)	\$58
Water 8-inch (without water service)	\$44
Water 12-inch (with exst water service)	\$74
Water 12-inch (without water service)	\$66
Street	\$147
Storm	\$81

Because Millersburg projects were included in Albany's fee development and the construction market is very similar between the two cities, staff recommends that the City of Millersburg adopt the same Connection Charges as the City of Albany. The street connection charge would replace the City of Millersburg's current street frontage fee (which includes both street and stormwater improvements) of \$215/ft.

If Connection Charges are established, staff recommends they not be restricted to use in specific projects, but be considered general capital reserves for the respective utility and evaluated for use on capital projects through the standard Capital Improvement Program (CIP) and budget processes, based on the systemwide needs and priorities. It is also recommended that Connection Charges be evaluated and increased annually based upon the Engineering News Record (ENR) published construction cost index (Seattle).

It is also recommended that the City collect Connection Charges when the connecting property did not participate in the cost of construction, even if no Capital Recovery Agreements are in place. This practice helps to ensure that each property pays their "fair share" toward basic required public infrastructure.

### *Capital Reimbursement Agreements*

Capital Reimbursement Agreements are a mechanism where property, which benefits from the construction of public improvements by another property owner, may share in the cost of those improvements through payment of a connection charge to the City at the time the later property is developed and the improvements are utilized. The City will then process a reimbursement payment to the original developer.

The attached Draft Capital Reimbursement Policy establishes the criteria of the Reimbursement Agreement, including eligibility of projects, how much of the project cost can be reimbursed, processing fee for the City, and timeline of the agreement.

#### Budget Impact:

The City does not currently collect Connection Charges for water, sewer, storm, and street infrastructure. Adoption of Connection Charges will provide funds within each respective enterprise fund for capital projects.

#### Recommendation:

Staff requests Council direction regarding adoption of Connection Charges and Capital Reimbursement Policy. Once provided, staff will bring implementing ordinances, resolutions, and supporting material forward for Council action.

#### Attachment(s):

- Draft Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities

# **CAPITAL REIMBURSEMENT POLICY**

## **FOR**

### **WATER, SEWER, STREETS, AND STORM DRAIN FACILITIES**

#### PURPOSE

To provide a mechanism where property, which benefits from the construction of public improvements made by another property owner, may share in the cost of those improvements through payment of a connection charge to the City at the time the later property is developed and the improvements are utilized. The City will then process a reimbursement payment to the original developer.

#### POLICY

A property owner or developer who constructs a public improvement to either the sanitary sewer, water, street, or storm drainage systems may be eligible for reimbursement of a portion of the cost of constructing the improvement when, in the opinion of the City, such line improvement benefits other properties not immediately assessable, subject to the following conditions:

1. The reimbursement agreement will be a written agreement between the private property owner or developer and the City. The request for the reimbursement agreement must be submitted with the Application for Public Improvement Drawing and Specification Review, more commonly known as the Private Construction of Public Infrastructure (PCPI) Permit application, along with the required construction cost estimate information. The agreement must be fully executed prior to beginning construction of the improvement and will be limited to a period of twenty (20) years following the effective date of the agreement by the City.
2. Eligible facilities, or portions thereof, include water lines, sewer lines, and City standard streets constructed under the City's PCPI process. Storm drain facilities are also eligible; however, eligibility is commonly linked to whether or not the street is eligible since curb, gutter, and other stormwater related facilities are integral components of streets that are improved to City standards. Portions of improvements funded with City contributions, or those that are eligible for Systems Development Charge credits, are not eligible for reimbursement under this policy.
3. Amount of reimbursement is limited as follows:
  - a. For improvements that front the developer's property, the amount of reimbursement for sewer, water, streets, and storm drain system

improvements is limited to one half of the construction costs, as established and approved by the City, and shall not exceed the City's connection fee at the time of the effective date of the agreement. For improvements that are constructed beyond the developer's property line, the amount of reimbursement is limited to the approved construction costs for the entire improvement and shall not exceed two times the City's connection fee.

- b. The amount of reimbursement is limited to only the connection fee amount collected by the City from other non-assessed properties specifically benefited by construction of the improvements. In no case would the reimbursement amount exceed the amount recovered by the City from the non-assessed benefited and connecting properties.
  - c. During the term of the agreement, the eligible reimbursement amount will not be indexed to inflation, nor will the amount accrue any interest.
  - d. A processing fee of ten percent (10%) will be deducted by the City prior to any payments or reimbursement payments.
4. Reimbursement will be made by the City only after other non-assessed properties connect to the improvement and have paid the City an appropriate connection fee.
5. As non-assessed benefited properties connect to the improvement, the City may elect to provide, as reimbursement to the developer or property owner who constructed the improvement, up to the full amount of the connection fee collected from the non-assessed benefited properties, less the ten percent (10%) processing fee, until the total amount of the eligible reimbursement as calculated under Section 3 above and itemized in the agreement is paid.
6. Reimbursement agreements will only be between the property owner or developer and the City, and are not to be considered transferable contracts.
7. To qualify for a reimbursement, the developer or owner must take certain actions as follows:
  - a. Follow the requirements as outlined in Millersburg Ordinance 134, Attachment A, Private Construction of Public Improvements.
  - b. The property owner or developer shall make a written application for a capital reimbursement agreement at the time of application for the public improvement drawing and specification review.

- c. If the improvement to be constructed is larger than the minimum City standard size required to serve the development, then the costs for the minimum-sized improvement must be identified and submitted with other project documentation at the time of application for public improvement drawing and specification review.
  - d. The actual reimbursement agreement amount shall be approved by the City Engineer.
  - e. If approved by the City Engineer, prior to construction of the improvements, enter into a written agreement with the City for a period not to exceed twenty (20) years. In addition to other provisions as may be required by the City, as a minimum, Sections 3, 4, 5, and 6 of this policy, shall also be incorporated into the agreement.
8. At the end of the agreement term, any subsequent connection fees collected by the City from non-assessed benefited properties shall be retained by the City.
  9. During the course of the agreement, should the address of the property owner or developer change from what is contained in the agreement, the property owner or developer shall be responsible for notifying the City Recorder by registered mail of the change. Such notice shall reference the signed agreement by title and date.
  10. With approval of the City Engineer, the property owner or developer may submit an application for a reimbursement agreement prior to completion of the PCPI process, but after application for public improvement drawing and specification review as called for in the preceding sections.