



Rules of Conduct for Public Meetings

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

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

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

There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting. If online participant(s) disrupt the meeting, the participant(s) microphone and webcam will be turned off. If disruption continues, the participant(s) will be removed from the meeting.

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

CITY COUNCIL PUBLIC HEARING & REGULAR MEETING

In-Person Meeting with Remote Access Available

Millersburg City Hall

4222 NE Old Salem Road, Millersburg OR 97321

March 12, 2024 @ 6:30 p.m.

Agenda

Remote access for the meeting is available. Instructions for joining the meeting can be found at <https://www.millersburgoregon.gov/citycouncil/page/city-council-public-hearing-regular-meeting-3>. If you do not have access to a phone or computer, or need additional support, please contact City Hall prior to 5:00 p.m. on Monday, March 11, 2024.

Meeting link to join via computer:

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

Phone number to join meeting: 503-212-9900

Meeting ID: 115 9701 4359

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CHANGES AND ADDITIONS TO THE AGENDA

E. CONSENT AGENDA

- 1) Approval of January 30, 2024, City Council Work Session Meeting Minutes
- 2) Approval of February 13, 2024, City Council Public Hearing & Regular Meeting Minutes

Action: _____

F. GUEST PRESENTATIONS

- 1) Linn County Sheriff's Office Monthly Report

G. PUBLIC COMMENT

The public has the opportunity to address the Council during "Public Comment" while in the virtual meeting by virtually signaling by unmuting first, then those who call in will be acknowledged, or if the public prefers, may send written comments by email to cityclerk@cityofmillersburg.org. Please limit comments to one page and include your name and address. Emails received before 5:00 p.m. on the day of the meeting will be included and read into the record for comments by the Council.

H. COUNCIL MEMBER AND STAFF COMMENTS

- 1) Weekly Yard Debris Pickup Consideration – Mayor

2) Millersburg Celebration Update - Mayor

I. CITY MANAGER'S REPORT

1) Transition Parkway Design Update

J. CITY ATTORNEY'S REPORT

K. UNFINISHED BUSINESS

1) Conser Land Donation

Action:_____

L. NEW BUSINESS

1) Appoint Budget Officer

Action:_____

2) Event Committee Appointment

Action:_____

3) Health Insurance Renewal

Action:_____

4) Park Grant Support Resolution

Action:_____

M. CLOSING COUNCIL COMMENT

N. ADJOURNMENT

Upcoming Meetings & Events:

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

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



CITY COUNCIL WORKSESSION MEETING MINUTES

January 30, 2024 @ 4:00 p.m.

A. CALL TO ORDER Meeting called to order by Mayor Cowan at 4:02 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Councilors Present: Mayor Scott Cowan, Councilors Dave Harms, Mike Hickam (4:04 p.m.), Mark Raum, and John Sullivan

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

D. NEW BUSINESS

4:02 p.m.

Republic services- Julie Jackson introduced her staff that was in attendance; Bret Davis, General Manager; Amie Morgan, Albany Divisions Operations Manager; Kenny Larson, Municipal Administrator; Bruce Edwards, Route Supervisor; and Josh Walesby, Route Supervisor.

Jackson gave a breakdown of complaints and compliments over 2023*.

Councilor Mike Hickam arrived at 4:04 p.m.

Jackson pointed out that most of the complaints were carts that were not serviced. When Republic Services staff looked into it, they learned that a lot of those were regarding yard debris pick up. The difference she noted was that Millersburg operates every other week; half of the City is picked up one week and the other half the other week. There were some complaints that were drivers driving too fast and trash on the ground. There were a couple where customers had incorrect information, she gave an example that if a person has a handicap and are not able to get their cart out, the driver would get out, for trash only, for no additional charge. The person wanted all their carts serviced for no additional charge.

Mayor Scott Cowan asked for clarification on it only being up to six complaints. Jackson replied that there were six complaints for the yard debris and everything else was less than that. Cowan asked the timeframe. Jackson replied that it was for all of 2023. Councilor Mark Raum asked if there were only nine complaints in 2023. Jackson explained that if a person calls that their cart was missed that would not be considered a complaint, it would be considered a service failure. She explained that misses count against a driver and are punitive. Drivers have a standard that they have to meet.

General Manager Bret Davis shared that Republic Services' goal is that there would be seven or less for every 10,000 customers. They usually have around 10 complaints per 10,000 customers, which he believes is still good. He explained that it was difficult to know what true misses are. He shared an example of someone calling to say they had gone camping and forgot to put it out. Recycling trucks are first to go through the route and then the other two trucks. He shared that recycle and yard debris drivers would be in neighborhoods first because there are less carts and can make time faster. Those drivers will see people put carts out behind them and drivers will call it in. Jackson added that typically all three drivers won't miss carts.

Raum asked how many times a driver misses part of a route or an entire route. Jackson replied that there was a driver in Millersburg that was out due to family leave and a new person was driving the route recently and had missed a couple of streets. She said drivers never miss a whole route. Raum said maybe miss a cul-de-sac. Davis affirmed. He said that if someone is out on vacation and someone covers a route they can get mixed up with boundaries and carts can be missed. Councilor John Sullivan asked what the protocol was when that happens and what the customer could expect. Davis said once they know about it, typically, they will go back the next day. Raum said as a customer, when he filed the complaint/issue the night before on the app the feedback was response that within 48 hours someone would take care of it.

Amie Morgan, Albany Divisions Operations Manager, explained that if a service call arrives after 4 p.m. it defaults to the next day and a route is created for the day after. Raum stated that most people get home after 5 p.m. Morgan said that sometimes if they notice that it is a street or two away from another, they will pick up. Cowan clarified that if it was missed on Monday usually the response would be Wednesday. Davis and Jackson affirmed.

Cowan asked if it would be rare to hear that the pickup would be next week. Jackson agreed but explained that for the ice storm Republic Services sent notice that they would take extra trash. Raum asked if that would include yard debris. Jackson replied that typically there is not a lot of yard debris in winter. She mentioned a resident had called because he had put a plastic bag with recycling in it. She explained that Republic Services would never take a plastic bag for recycling, there is no one to open the bags. She said that in the future they will say that they will pick up extra trash. Discussion followed regarding the ice storm, Republics Services response to pick up extra bags during the storm and how Republic Services charges for extra bags normally.

Jackson went through the call volume. She pointed out that there were few calls in 2023, which meant that more people were being taken care of during the first call. She said there are 30 staff handling Oregon calls and two supervisors in Oregon. She highlighted the improvements from 2022 and 2023. Morgan said that AHT is the "average handle time" and includes the entire conversation. Cowan said the customer service side looked excellent. Jackson mentioned that they are working on doing better on communication and getting customers good information, an example was weather delays.

Jackson talked about rate comparisons with other smaller cities*. She said Millersburg was their only City that had weekly recycling but only every other yard debris pickup.

Jackson talked about the 90-gallon cart versus the 32-gallon cart with weekly services and every other week services. She pointed out that in Corvallis and Albany, which have weekly yard debris pickup customers choose the 32-gallon cart.

Jackson said they had put together the benefits of having weekly yard debris. She stated that Millersburg has larger lots and has more organic material in the cart and less in the trash. This might reduce garbage cart size, during leaf season it would also help with the stormwater system and would be easier to remember. Davis mentioned that City of Dallas had interest in going weekly and Republic Services purchased an extra truck to service that area, which could be used for Millersburg.

Jackson shared that in Millersburg there are 35 customers that have 2-yard debris carts and are paying an extra \$10.03 per month. She said most people say that they only need it during the spring, but she pointed out in the chart showing pickup, that January yard debris pickup was over 500 tons. There is a huge spike in April and May, depending on the weather. The average throughout the year is around 1,000 tons a month.

Jackson shared that Millersburg has 650 people with a 90-gallon cart, three people that have a 65-gallon cart, and 535 with a 32-gallon cart, and 11 with a 20-gallon cart. Raum asked if that was residential. Jackson affirmed. She said that they would be willing to offer weekly yard debris pickup for an additional \$1.95 per cart, this is a bargain. She said the reason they are doing it is because they have the truck capacity to do it right now. They would not need to buy another truck or hire another driver. Hickam asked for confirmation that it would be for yard debris pickup every week. Jackson affirmed. She added that if customers went down a size on their garbage cart there would be a \$4.61 savings (90-gallon to the 65-gallon cart). She explained that the savings for a 20-gallon cart was not very much because it costs them the same as a 32-gallon cart.

Cowan asked if these were all the services that the City had a year ago. Jackson explained that the 65-gallon cart was new as of two years ago, but not many people seem to know about it. Cowan said that trash services look good with the options and it is weekly.

Cowan stated that recycling was also weekly. Davis said the cart is a 65-gallon. Commercial customers typically use the 95-gallon cart. Hickam shared he had been to other countries, and it was typically no more than 20 gallons for trash and larger for recycling. He asked what was tying up the recycling system here, that doesn't allow for as many items to be recycled. Jackson said that in 2018 people recognized that all the recycling was going to China and going to riverbanks. There is no recycling going overseas now. The Department of Environmental

Quality (DEQ) has said that it needs to change. The Recycle Modernization Act happens in July 2025. There will be a lot more materials able to be recycled. Republic Services are looking at how items can be sorted. No one wants 20 carts. There is an extended producer responsibility bill, this means the people who make and sell them in Oregon will have to pay for part of the cost of disposal. She shared that they are starting to see beer being sold in reusable bottles. Overall, the bill will cost the consumer more, people will see the cost when they buy those materials. She does not believe it will cost more on the "curbside" end.

Jackson said they have spent hours with DEQ discussing Pringles cans. Davis said that it will be up to the producer of the product to be responsible to have an outlet for the product. Jackson added or to pay for the disposal of the material. Davis said that up until Republic Services built the Polymer Center in Las Vegas, they had never been the recycler but only the hauler. They have been trying to find a market for it. He said if there was not a market for the "#5 butter tubs", then there is no value to it. The new program will make those responsible for producing material to be responsible for disposal.

Kenny Larson stated that recycling education is a huge part of his job. He has a presentation answering the question, "Why can't we recycle more here?". He said companies have lost lawsuits because they said it was recyclable but was not. He said that if there was interest from the Council, he would be willing to do a community presentation on recycling. Cowan thought it would be great. Larson said that he could send Kreitman information and videos. It would be good to start conversations with the community now, because they will be confused in 2025. Hickam stated that in other countries recycling is mandatory. He added that one kitchen bag is the weekly waste in other countries, they recycle everything, including Styrofoam. Jackson stated that today Oregon is one of the leaders in the United States for recycling.

Cowan mentioned that if someone was out of town for a couple weeks, he thought there was the ability for a credit. Jackson clarified that if a customer called ahead of time that they would be gone for three weeks or more their service could be put on hold. Morgan said that it is a minimum of three weeks up to six months, that would not be charged. Davis mentioned that for larger cities Republic Services does offer biweekly, monthly and on-call services as well. Jackson said that on-call is available in Millersburg. She said in Salem they offer every other week for the 20-gallon cart, but it wasn't significantly cheaper because their drivers drive by it every week. Cowan asked if it was offered in Millersburg. Jackson replied no. Cowan asked if he could customize his different than Raum's. Davis said it was based on the franchise agreement. He listed the cart size and on-call service that is listed in the franchise agreement. The franchise could be changed to add monthly or biweekly.

Cowan asked what on-call was for pickup. Davis replied that it is when you call and it is picked up during the normal service day of the area. Cowan asked if someone would be charged a little bit more. Jackson affirmed. Morgan clarified that recycling and yard debris is not included in that on-call rate. The customer would have to pay separately for those services.

Cowan clarified that half the City is picked up one week and the alternating week for the other half. Jackson affirmed. Cowan stated that there have been conversations in the past and where Council wants to land on that. He asked about the cart size. Davis said they are 95 gallons. Cowan stated that he doesn't use that service and asked other Councilors for input. He said that he had an email requesting that it be weekly. He has heard it more often weekly. The City has grown. He said it is a direction that the City might want to move in doing a weekly yard debris. Hickam agreed.

Jackson said that they allow up to 6 inches in diameter for branches. Cowan said that the yard debris is where the food waste would go. Jackson affirmed. She said they would take a turkey carcass, but they do not take liquids, such as oil. They wouldn't take a deep-fried turkey. Sullivan said that oil can be recycled.

Cowan mentioned that he had seen a few Christmas trees on sidewalks. Jackson said that they have done Christmas tree collection for a while. She said they are going to change to picking up the next week after Christmas week. Cowan asked if that was an individual charge. Jackson replied it was free.

Kreitman mentioned that in the Municipal Code and Franchise agreement it is required for weekly pick up of garbage debris, because of odors and health hazards. Cowan said he did not see any nods for reducing services. Sullivan asked if that covered commercial. Kreitman affirmed. Jackson said that commercial could be on-call and the City may want to address that. Kreitman said that City Hall is on call.

Raum asked for confirmation that for a 32-gallon cart that for \$1.95 more they would pick up yard debris every week. Jackson affirmed. Sullivan asked about analysis of the yard debris in Millersburg. Jackson replied it was difficult to know. She said that a DEQ study says 30 percent in landfill is organic, which includes yard and food debris. Sullivan added pizza boxes. Hickam said that on some of the Republic Services paperwork it says pizza boxes can go into yard debris, and some says they can't. Cowan asked how much rinsing for a plastic container. Jackson said that if nothing drips out, it is good. She used the example of a ketchup bottle that has dried on the sides would be acceptable. She said that she runs it in the dishwasher and does not use any water to rinse it. Councilors and Jackson shared what they do.

Cowan said education would be good. Jackson said Larson could do a teams/zoom meeting and allow people to ask questions. Jackson added that for the ice storm they could have called and asked for information to be on the City's reader board. Staff said it was on the website and on the City's Facebook page.

Davis explained the steps taken to decide delaying/not picking up during the ice storm. They have twice as much to pick up, extra riders with the residential drivers, extra hours and it's stressful. They tried to make the best decision for the employees and their communities. Cowan agreed, safety was the right choice, people would have fallen. He appreciated that they picked up extra trash.

Cowan reiterated that what he heard was to go weekly with yard debris and there were some options.

Cowan sought Council and staff's input on rewording for a modern contract.

Sullivan recommended a rate increase of CPI for two years and coming to Council if they need to "shore up" but not having to come every single year.

Sorem stated that this was a work session, and no decisions would be made, but the purpose of the meeting is for staff to listen to Councilors questions and the service provider. The goal is to understand where the target is to bring back a potential draft franchise agreement that would reflect what Council knows as the needs of the community. He said the levels of services and cart sizes are not in the agreement. He said Republic Services comes in with a rate increase and there is an outline of criteria that would go ahead and determine whether it is reasonable. There are things that can be done to streamline the management of those services to further clarify exactly what services the City is expecting from Republic. The City has general rights of inspection of books and reporting requirements. Things can be put in of what does the Council want and how often and what format. The City could formalize the reporting requirements to try and reflect what the services are and what obligations are and what the rights are for the parties. Kreitman added that staff found later documents that included the formula that was agreed upon by Millersburg, Albany, Corvallis and this region is not in the agreement but without being codified.

Hickam asked what was proposed every other year. He thought the rate structure was already CPI. Jackson replied that it is a calculation that is 75 percent CPI and 25 percent on fuel and disposable costs. She said fuel costs can be tricky. The date to make the calculation is June 30th. She said it could be lagging but catches up. She said that if Council wanted to go to a straight CPI that would work as well. She added that in 10 years there were two years with zero increase and another year where it was a .03 percent increase. She explained that prior to that it was larger percentages over a couple of years and Republic felt that smaller was easier for customers absorb the average is 2.5 percent. She said they are open to discussions but strongly recommend keeping it more of an index based.

Hickam explained his frustration the past couple of years on not knowing what Council was voting on, as the price seemed like it was set. He is open to doing CPI and having Republic Services only come if they need to go above that. Sullivan said that however it is set up to keep it simple for the next set of Councilors coming in. Jackson shared that in some communities that if it doesn't go above a certain percentage, and Council agrees with the calculation, then it gets increased. Raum added to have the presentation sooner than November or December. Jackson said her goal is September 1st. Kreitman said that staff received it in September and had hoped to have it at the October meeting but there was a conflict. Jackson said that they are waiting for the financial team to put the calculations together, but she needs to let them know that they need to be in the City's hands by August 1st.

Cowan reiterated that the agreement doesn't have services and those need to be listed out. He heard index based every two years and having the information earlier on. Raum said he is not comfortable with the 6 year roller. Cowan asked if that was normal with other contracts. Jackson replied that for Oregon about 75 percent have rolling term contracts. They do have some fixed contracts that tend to be 10 years. She said a rolling term contract or an 8 to 10 year fixed is more incentive. Sullivan explained the history. There is no bank that would finance if they only had a one- or three-year contract.

Dave Harms asked when the last time was the City used someone else. Sullivan replied it was Newman Disposal in 1978.

Davis said there is some other information that Council could have addressed. The annual clean up, weather and the call blast. Jackson added the annual report and what Council would want to see. Cowan liked having an annual report and face time.

Kreitman asked if Council wanted staff to report back or have a Councilor participate. Sullivan said that Sorem would be great and there are some people to help with getting the contract cleaned up.

Sorem shared that the franchise has their own regulatory scheme. Staff can iron out a memorandum of understanding regarding business concerns. He said it might be in the best interest of the City to engage with a consultant, whether it be an attorney or a consultant with other industry experience, on gathering information and finalizing an agreement. The City has until June.

Kreitman said that if Council wanted to appoint someone it could be done at the next Council meeting or if they wanted to just have staff work on it.

Hickam asked if it could be kept as a rolling contract, but every six years it has to be reviewed and updated. Kreitman explained that the City has a right to request every two years, may want to put a date certain. Sorem explained that there is only so much you can put into an automatic ending. If the City doesn't give proper notice it would automatically renew except for a "for cause" breach. The City would keep that type of structure, and the rate increases. If the City adheres to the rolling contract structure there are limitations on how short the notice can be before it becomes a fixed term contract.

Jackson stated that they are there because they want to do a good job for Millersburg. They don't want to get to a point where the City feels like they are done with them. Davis agreed, he would much rather come to Council quarterly to make sure they are doing what they are supposed to be doing.

Hickam wasn't concerned about a multi-year contract but wanted to ensure that as the City expands there is a mechanism to make adjustments.

Kreitman added that Millersburg has the highest industrial per capita and there was no discussion, that needs to be kept in mind as well. Jackson said that there were no industrial complaints.

Cowan said updating the agreement to industry standards, listing services, allowing flexibility for Council make adjustments as needed in reasonable amount of time and allowing Republic Services to tool up, and face-time annual review.

Jackson recommended that if they wanted to increase the yard debris to give that serious consideration before the spike in Spring. Sullivan asked how long it would take to get it routed. Amy said three to four weeks. Cowan said it would probably be on Council's next agenda. Kreitman asked for a link for what is available for Millersburg for carts and recycling. Larson said he already has a marketing plan that was created for Albany that he could use for Millersburg. Jackson said there is a calendar for Millersburg and will have a link sent. Hickam said that he puts in his address on the website and it gives him the schedule for his address.

G. PUBLIC COMMENT
None

5:21p.m.

H. ADJOURNMENT Mayor Cowan adjourned the work session meeting at **5:22 p.m.**

I. EXECUTIVE SESSION
After the work session meeting, Council adjourned to an executive session in accordance with ORS 192.660(2)(e).

Respectfully submitted:

Reviewed

Sheena Dickerman
City Recorder

Kevin Kreitman
City Manager

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



CITY COUNCIL PUBLIC HEARING & REGULAR MEETING MINUTES

February 13, 2024 @ 6:30 p.m.

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

Councilors Absent: John Sullivan

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

D. CHANGES AND ADDITIONS TO THE AGENDA **6:30 p.m.**

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

1) Approval of January 9, 2024, City Council Regular Meeting Minutes

Action: **Motion to approve the January 9, 2024, meeting minutes made by Councilor Mark Raum; seconded by Councilor Mike Hickam.**

Mayor Scott Cowan: Aye

Councilor Dave Harms: Aye

Councilor Mike Hickam: Aye

Councilor Mark Raum: Aye

Motion PASSED: 4/0

F. GUEST PRESENTATIONS **6:31 p.m.**

1.) Linn County Sheriff's Office Monthly Report

Deputy Steven Frambes reviewed the LCSO report in the agenda packet*.

The ice storm kept deputies busy, although Millersburg didn't have as much, other contracted cities required the deputies to rescue people from locked gates and help cut out roads to open access for emergency services.

Frambes said that Councilors may have heard about the large MIP (minors in possession) party. He said six minors were issued citations for MIP or referred to the juvenile department. He explained that if they are under the age of 18 they are referred to the juvenile department, if they are between 18 and 20 they receive a citation.

Frambes said there was only one property crime, a trailer stolen off Western Way, and has since been recovered.

Frambes shared that they arrested two people at Love's for smoking narcotics in a restroom, the individuals had warrants.

Frambes went over the arrests. There was a DUI. There seems to be one DUI a month in Millersburg. For disorderly conduct, there were multiple arrests made for warrants, these are high in almost every city. He stated there was one domestic violence arrest. Cowan said he appreciated them doing extra patrols due to a Facebook post or social media. Frambes said he is not a huge fan of social media, but it is a law enforcement tool. There are a lot of things reported online but not reported to deputies directly.

Frambes addressed that people complain about not seeing deputies, but deputies do drive around the neighborhoods. A lot of issues happen at Love's and take up time. Since there are no active crimes, broken into vehicles etc., deputies most likely drive through a neighborhood once a day. Cowan said that Council has repeatedly encouraged that if something has happened, for the public to report it. Frambes added that small leads can sometimes help with creating a timeline. He added if someone is going to take 10 minutes to post on Facebook, to take time to make a two-minute call.

Councilor Mark Raum asked if Frambes was aware that a citizen was reviving the Neighborhood Watch program in Millersburg. He asked how it benefited and/or impacted deputies. Frambes said he was for it. He tries to attend quarterly Neighborhood Watch meetings. The Sheriff's office tries to be a liaison between the Neighborhood Watch groups and quarterly will have all of them meet at the LCSO office to talk about issues in areas. He said that Neighborhood Watch creates calls for deputies. He explained that he meant that if a Neighborhood Watch group goes out, they will let LCSO know what vehicle they are in and if they receive calls about that vehicle, they already have it that they are doing extra patrols in that area. Cowan said that Wendy Joy is the contact person. The meeting is February 20, 2024, at 6 p.m. at the Millersburg Fire Station. Frambes asked for contact information to be sent to him. LCSO can provide signs and other resources. Cowan said he would get the information to him. He said the City of Albany's Emergency Planning will be there. Frambes explained how the quarterly meetings go.

A person in the audience, no contact information given, asked Council to repeat the Neighborhood Watch meeting information. Cowan repeated the information; February 20, 2024, at 6 p.m. at the Millersburg Fire Station. City Manager Kevin Kreitman added that the meeting will be in the community room.

Kreitman asked Frambes to share more about the misinformation that was on Facebook, MIP. Frambes said that when he receives a dispatch call that he is three minutes away from a party with 50 to 60 people, they don't want to walk into that situation alone. They are going to wait for more resources to address it properly. While waiting for other deputies, they will do some surveillance to assess what they need and who their cliental is, kids or adults. He said a lot of traffic stops and citations were taken that evening. He described how the deputies would

handle the situation. It is a huge process. Officer safety wise, one deputy is not going to break up a 50 to 60 MIP party.

Hickam added that Linn County is a large area to cover, and deputies are not all in Albany. Frambes and Cowan agreed.

G. PUBLIC HEARING

6:45 p.m.

Mayor Scott Cowan opened the public hearing at 6:45 p.m.

City Attorney Alan Sorem stated that the image* is the easement area that the City is acquiring. The City has had this image as part of a prior agreement with the property owner, that was when the City was considering the UGB (Urban Growth Boundary) swap, with that not coming to fruition, the City has moved to acquiring the land subject to an easement. The nature of the agreement is that the City will pay a total purchase price of \$111,000. The City will be releasing an easement in exchange for this easement and entering into a related lease where the property owner currently has some hazelnut trees on that land. The benefit is it unlocks approximately 64 acres of land to the south that the City owns and does not have legal access to because of the railroad and the inability to get public access easement or right of way over the railroad. State policy prohibits future crossings. Staff recommends Council authorize the approval of the transaction. It will allow access to the industrial land on the west side.

Raum said Sorem said \$111,000 but the budget on the slide shows \$101,866.80. Cowan said it was a reduction in escrow. Kreitman reiterated it was the escrow, budget expenditure is \$101,866.80.

Public testimony: None

Mayor Scott Cowan closed the public hearing at 6:48 p.m.

Action: **Motion to approve Resolution 2024-02 was made by Councilor Dave Harms; seconded by Councilor Mark Raum.**

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

Motion PASSED: 4/0

H. PUBLIC COMMENT

6:48 p.m.

Michelle Gouldsmith, Alexander Lane, Millersburg, she said she was disappointed in the garbage service. She asked what the Council was going to do and how was the garbage service going to be better to satisfy the citizens. Raum asked her to be more specific. Gouldsmith said that since September of last year she has called every few weeks. She said since December 20, 2023, she has had to call the garbage company weekly, sometimes two or three times a week. She said it was related to the biweekly yard debris pick up. She said the garbage company says Council is in control of how

Millersburg gets its garbage service. She says she has called multiple times, and that the garbage company has come and visited her house. She said they think she is not putting her garbage out. She says that she is and she is starting to take pictures. She said her yard debris was not picked up yesterday. Raum said that his wasn't picked up too. Gouldsmith said there is a split in the town; north and south. Cowan asked if it was specifically the yard debris. Gouldsmith said she has had all three cans missed at different times but right now it is the yard debris. She stated that in July she will be a citizen of Millersburg for 40 years. She said it has never been this bad. She says she called City Hall when she hung up with Republic Services. She said Jamie, City staff, has told her that others have been calling to complain too. She said that Republic Services can pick it up every week but for some reason Millersburg doesn't. Cowan said that the City has received some other complaints and Council recently had a work session with Republic Services. Raum stated it was a public work session. Cowan said anyone could attend. Gouldsmith asked how people would know about it. Cowan replied the City's website and it is posted. The City doesn't mail out notifications. He said that one thing that was brought up was consistency, no decisions were made but it was a topic to potentially move to a weekly pick up. He said things could still get missed but that should alleviate some of the missed situations with yard debris. He said there would be a decision upon it in the near future.

Kreitman said the City has a franchise agreement with Republic Services. The franchise agreement typically spells out the services. In the past Republic Services has approached the City about going to a weekly yard debris pick up but at that time what the City heard from the citizens was they didn't want weekly, as there are extra costs associated with it. He added that Millersburg is one of few cities in their service area that are still biweekly. There has been discussion on changing because with weekly yard debris carts food waste can be added.

Harms asked if the complaint was the volume or the missing of the pickup or both equally. Gouldsmith said both equally. She said she has 10 acres and needs the yard debris picked up. She said that maybe those that live on 10,000 square feet do not need their yard debris or have gravel and no yard debris. She stated that she wants her yard debris to be picked up every week.

Cowan reassured her that Council heard her and stated that they are working on it with Republic Services and Julie Jackson. He encouraged her to continue to call in and let Council know. He said to watch the City's website and minutes of discussions, such as the work session and Council meetings. Hopefully there will be a resolution soon.

Sorem added that she missed the public work session, but it was videoed and is on the City's website. He said she would be able to see the presentation from Republic Services, questions from staff and Council.

Gouldman said that Albany has pickup every week and there was paperwork saying that yard debris was going to be picked up every week but Millersburg wasn't part of that. Cowan reiterated what Kreitman had said that Council had conversations in the past but didn't move forward, but Council has changed. Raum added that Council hears her now. Cowan said that she isn't the only one that has had some concerns and this needs to be weekly. He sees Council moving forward on it but there are other things that need to be detailed out. He encouraged her to go back and watch the work session video because Council speaks on this specifically.

Gouldsmith said that she had talked with Brandi and she had sent Bruce out to replace her can and she was appreciative of that. She expressed frustration about calling and talking to someone in Arizona in the past and not being able to be patched through.

Hickam asked for timing on a new franchise agreement. Kreitman replied that Julie Jackson had emailed dates to start working on it. Raum encouraged Gouldsmith to provide her voice and have some patience with Council because it does take time.

I. COUNCIL MEMBER AND STAFF COMMENTS

7:01 p.m.

1) Executive Compensation

Cowan said he wanted to have conversation with Council regarding compensation and what has been done in the past few years. He talked about an increase for CPI and an increase for performance. He said the CPI he sent out was for December. He said historically they look at US city average west and pacific b and c consumer price index and take the lowest of the three as the starting point. He said he had a list of items that staff has done throughout the year and said staff has done a great job. Raum asked Cowan to share a few examples from his list. Cowan listed off; working on infrastructure on industrial properties, grant work, on-going safety and emergency services work, the fire station, and working with partners in the Sheriff's office, relationships with partners and other governing bodies, legislative, County Commissioners, State Representative Boshart-Davis, and Governor Kotek, and many of the local businesses. He continued saying detention basins, cemetery right-of-way, bridge work, the guard rail, right-of-way issues, compliance, MS4 permit, the street assessment, Transition Parkway and North Millersburg Park. He said the executive staff doesn't just do work at Council, they have the Planning Commission, the Parks Commission, budget process and the Budget Committee. He said the SDC rate and adjustments and many other things. He said they do a lot of work. He said they go above and beyond their positions. Raum said isn't the City Manager on 80 percent time, but he is here 100 percent. Cowan agreed. Kreitman stated it is 75 percent. Cowan recommended a CPI plus 3 percent performance anniversary to be retro to their anniversary date.

Cowan said that he had spoken with Councilor John Sullivan and said Council could wait until he could attend, but Sullivan was good with the starting point of conversation with a 3 percent CPI and 3 percent performance, if a vote took place.

Harms said that it could be looked at that it is their job, but he said he looks at what the office does, how it is ran and the proficiency of how they do their job, and they are looking to save money within the City and out of the box thinking that creates money for the City. He says they do that and has no problem with the recommendation. Raum concurred. Hickam stated that it was less than the State's increase.

Cowan added that within the first month of bringing Kreitman on board he had found a mistake with the truck stop and saved the City at least \$60,000 and maybe closer to \$100,000. Harms thought it was over \$110,000.

Hickam asked if it was possible to instead of aligning it in January to align the increase with the budget period, to award COLA when awarding the budget. Kreitman explained that why it was in January is that his anniversary date is in January and Assistant City Manager/City Engineer Janelle Booth's anniversary date is in February. He added that Community Development Director Matt Straite's anniversary date is in June. Raum said it is a typical annual performance time. Cowan said that staff could be hired at a different time and does make sense to do it at a specific budget time. He is open to it. Kreitman explained that there is a policy that is based on the January CPI.

Action: **Motion to do Executive Staff compensation to receive 3% CPI plus 3% performance based back to their anniversary date was made by Mayor Scott Cowan; seconded by Councilor Dave Harms.**

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

Motion PASSED: 4/0

J. CITY MANAGER'S REPORT

7:12 p.m.

1) Project Updates

Kreitman said that the City has switched to a new DRC operator (Direct Responsible Charge Operator) beginning of January. The City of Albany is providing that. Previously contracted by Jacobs but that person moved out of the area and they no longer have someone in the area to do it. It has had very little impact on operations and has streamlined the process.

Straite said that the grant for the North Millersburg Park was for the concept design and is coming to an end. The last task is a very rough construction estimate, which helps with going after grants. He said it would be approximately \$2.5 million to build that park. He said that is not the next step, the next step is putting the construction documents together. Staff is anticipating going after a grant for the construction documents and for the actual construction. Kreitman highlighted that Straite had gone out for the grant to secure for design. He said Straite did extra work which allowed for extra funds at the end which allowed for the construction estimate at the end.

Kreitman said that he had an email from Kinder Morgan late Sunday night. He said they found water in half the tanks that had floating roofs on them. The tanks had to be tested for solids. Those tanks have been removed from the site to do treatment. They are now working on live electrical around the tanks and those have been deenergized. They have their permits for removal. Their contractor Pacific Recycling is waiting to hear from their final to-do's. They are hopeful that once it is started it will be taken down quickly.

Kreitman said staff received an update on health insurance. There is a significant increase this year, compared to what staff have seen. Over the past five years there was a decrease, which is unheard of. One year was a 1.2 percent increase, another was 0.03 percent decrease. This year they are proposing a 15.5 percent increase. Staff has talked to the representative and they are seeing similar results. Staff asked for some comparables to see where the City is at. There wasn't much savings. The one that had savings, United Health Care, Samaritan has dropped covering any United Health Care patients in any of their hospitals and in October their providers. He said he will have more of an update next month. He said the 5-year average is approximately 5 percent. Hickam asked what health plan is provided. Kreitman replied Providence plan and part of another group. Hickam asked why cities haven't joined the health plans offered by the State. Kreitman said that Millersburg has an opportunity to go with CIS and is still in a larger pool with the current representative. CIS (City County Insurance) also has health care but when staff looked into same plans this provider had been significantly lower than CIS. He wasn't sure that the City could go on to a State plan and the State plans he has seen is Keizer. Hickam said there are multiple choices besides Keizer and the employee chooses what plan. Kreitman said that he was unaware if that was an option for cities. He said the City changed the plan and had an HSA, but no one is on the health savings plan. The City modified to a lower plan. There was a plan that employees could pay out of pocket, but no one chose that plan. Staff is still at the baseline enhancement. The other plans that may result in a lower increase have a higher out-of-pocket deductible, prescription, and limitations on out of area services. He said Moda had a lower increase, but their trend is that they're higher. He said staff will probably recommend staying with Providence for another year, but if staff sees something change may want to look at going out to do something different. Cowan said they may be trying to catch up with previous years. Kreitman said in talking with Aldrich Advisors, they are seeing that across the board.

2) Transition Parkway Design Update

Kreitman said there was no update, at 100 percent design and currently evaluating options and when to go out for bid.

K. CITY ATTORNEY'S REPORT

7:22 p.m.

None

L. NEW BUSINESS

7:22 p.m.

1) Nutria Management

Kreitman said the City has a City owned basin, Sweetwater basin, off Crooks Creek. It was probably the first water treatment and stormwater basin in the City that was built. It is a nice natural area behind some homes. It maintains about 3 to 4 feet of water year around. It is unfortunately an attractive area for nutria. Staff had some neighbors contact the City and staff went to look and saw some damage due to nutria. He described what is happening. Staff's concern is the northern edge is a dike area. He said there were a number of options in dealing with it; repair, population control or exclusion. For repair the City will need to fill some of the burrows, regrading and replanting on a recurring basis. For population control, which most of the cities are doing it, is done by a licensed trapper. It needs to be done on a reoccurring basis, from one to three years. It will not eliminate them. He said a resident of Millersburg has a presentation on them, his family was nutria farmers in the 1950's. For exclusion, it could include fencing or armoring the slopes with rocks and cement. He said Albany tried to do that but over time they try to get under the armoring.

Kreitman said staff recommends trapping. The neighbors in the area, with City's permission, have removed nutria by trapping for the past two years. He said in December 2023 and January 2024, 16 nutrias were removed by trapping for \$1,400. They have seen a decrease following the trappings. Staff anticipates a cost for \$1,500 to \$2,000 per year. The property owners have asked if the City would be willing to reimburse them for all or a portion of all the trappings for the past two years. This is a total of \$2,705. He said that the recent cost was \$90 per animal taken. They have to dispose them according to ODFW standards. He said there is sufficient funds in the stormwater budget. He reminded everyone that most cities have a stormwater fee that households pay for stormwater management, but Millersburg does not have that, it is covered out of the general fund. He said given the City's industrial base staff has not proposed a stormwater fee because the City has the ability to fund at this point. Depending on how things are in the future that could change. Staff recommended repair when needed and population control for future nutria and do not recommend exclusion.

Hickam asked if there was a way to dry out the area in the summer. Kreitman replied no. There is a spring in the area, and the depth of the pond remains filled. There is outfall, that maintains a set water level all the time. There is also an overflow for heavy rain events. The City would have to pump it. It is a large basin. It is probably close to an acre or more. Councilors discussed drainage. Kreitman said that it comes off the spring or its runoff from the subdivision. He said the basin is south of Crooks Creek and north of Clearwater.

Cowan said the direction from staff is to repair as needed and trap and remove. Kreitman said that is staff's recommendation. The City does not have any other basins such as this. The City would not be trapping nutria anywhere else in the City, this is a City owned basin.

Kreitman added that the neighbors that brought it forth keep the area mowed during the summer. This is something the City would have to do otherwise.

Action: **Motion to direct staff to reimburse the neighbor who did the trapping for the last two years for the price of \$2,705 made by Mayor Scott Cowan; seconded by Councilor Mark Raum.**

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

Passed 4/0

2) Events Planning Committee Appointment

Cowan said the Events Planning Committee had a meeting last night, there were nine new faces. The Committee can have a total of 14 people. Dickerman said there were currently 5 committee members.

Action: **Motion for the Council to appoint Chelsea Headrick, Tyler Headrick and Denise Emry to the Events Planning Committee made by Councilor Mark Raum; seconded by Councilor Mike Hickam.**

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

Passed 4/0

M. CLOSING COUNCIL COMMENT

7:35 p.m.

Raum thanked Kreitman, Booth, Straite and the staff for all the work they do. Cowan agreed.

Hickam said he was glad that the streets are swept weekly.

Cowan thanked the litter patrol, Dennis Gunner and his crew. Raum said they are picking up this weekend. He asked if they met here. Dickerman affirmed.

N. ADJOURNMENT Mayor Cowan adjourned the regular meeting at **7:36 p.m.**

Respectfully submitted:

Reviewed by:

Sheena Dickerman
City Recorder

Kevin Kreitman
City Manager

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

DRAFT



LINN COUNTY SHERIFF'S OFFICE

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

2024

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

FOR THE MONTH OF: FEBRUARY

TRAFFIC CITATIONS: -----	8
TRAFFIC WARNINGS: -----	21
TRAFFIC CRASHES: -----	3
ARRESTS MADE: -----	2
COMPLAINTS/INCIDENTS INVESTIGATED:-----	135

TOTAL HOURS SPENT: MILLERSBURG
168.75 hours

CONTRACT HOURS= 153 HOURS

Michelle Duncan,
Sheriff, Linn County

By: Sgt. Steven Frambes



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Janelle Booth, Assistant City Manager/City Engineer
DATE: March 6, 2024 for the March 12, 2024 City Council Meeting
SUBJECT: Proposed Property Donation

Action Requested: Adoption of Resolution 2024-03 accepting a donation of two tracts of property, totaling approximately 1.23 acres.

Discussion:

Conser Homes, Inc. and J. Conser & Sons, L.L.C. propose to donate to the City of Millersburg tracts of land that were created with the Sweetwater Third Addition and Phase Three of the Third Addition subdivisions. These tracts of land consist of wetlands and/or open space areas contiguous with existing City-owned properties and drainageways. The tracts are described below:

Tax Lot 2200 of Linn County Assessor's Map No. 10S 03W 21BB, Tract C, Sweetwater Estates 3rd Addition, Phase 3 (0.73 acres)

Tax Lot 2400 of Linn County Assessor's Map No. 10S 03W 16CD, Tract C, Sweetwater Estates 3rd Addition, (0.50 acres)

Accepting this property will provide continuity of ownership and maintenance of the property. It will also give the City ownership of property containing existing city-wide drainage channels.

Budget Impact:

None immediately. Minimal long term maintenance costs.

Recommendation:

Staff recommends Council adopt Resolution 2024-03.

Attachment(s):

- Resolution 2024-03
- Warranty Deeds
- Donation Agreements

RESOLUTION 2024-03

**A RESOLUTION TO ACCEPT DEEDS FOR REAL PROPERTY
LOCATED IN MILLERSBURG, OREGON**

WHEREAS, the City of Millersburg (City) owns various parcels of real estate within the City of Millersburg; and,

WHEREAS, City of Millersburg-owned real property is beneficial to the residents of Millersburg, Oregon; and,

WHEREAS, J. Conser & Sons, LLC wishes to dedicate to the City of Millersburg certain real property, hereinafter more particularly referred to in the Statutory Warranty Deeds known as Tract C, Sweetwater Estates 3rd Addition, Phase 3, in the City of Millersburg, County of Linn, State of Oregon, C.S. No. 26660; and,

WHEREAS, Conser Homes, Inc. wishes to dedicate to the City of Millersburg certain real property, hereinafter more particularly referred to in the Statutory Warranty Deeds known as Tract C, Sweetwater Estates 3rd Addition, in the City of Millersburg, County of Linn, State of Oregon, C.S. No. 24562; and,

WHEREAS, the City can use the dedicated property for the benefit of the residents of Millersburg, Oregon;

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

The City of Millersburg accepts the Statutory Warranty Deed from J. Conser & Sons LLC. and authorizes the City Manager to sign all documents necessary to convey that certain real property to the City of Millersburg; and,

The City of Millersburg accepts the Statutory Warranty Deed from Conser Homes Inc. and authorizes the City Manager to sign all documents necessary to convey that certain real property to the City of Millersburg.

**ADOPTED BY THE CITY COUNCIL AND EFFECTIVE THIS 12th DAY OF
MARCH, 2024.**

Scott Cowan, Mayor

ATTEST:

Sheena Dickerman, City Recorder

MAIL TAX STATEMENTS TO:

The City of Millersburg
4222 NE Old Salem Road
Millersburg, OR 97321

AFTER RECORDING RETURN TO:

The City of Millersburg
4222 NE Old Salem Road
Millersburg, OR 97321

STATUTORY WARRANTY DEED

Conser Homes, Inc., an Oregon corporation, "**Grantor**," conveys and warrants to the **City of Millersburg**, an Oregon municipal corporation, "**Grantee**," the real property described below, free and clear of all liens and encumbrances.

Real property in the County of Linn, State of Oregon, described as follows:

Tract C, Sweetwater Estates 3rd Addition, in the City of Millersburg, County of Linn, State of Oregon.

The following is the notice as required by Oregon law: "BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

The true and actual consideration paid for this conveyance is a gift.

Dated this _____ day of _____, 2024.

CONSER HOMES, INC.

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by
_____ as _____ of Conser Homes, Inc., an Oregon corporation.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE:

Pursuant to ORS 92.014(2), the dedication of land for public purposes set forth in this instrument is hereby approved and accepted by the City of Millersburg on this ____ day of _____, 2024.

By: _____
Kevin Kreitman, City Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by Kevin Kreitman, City Manager of the City of Millersburg, an Oregon municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

4871-9202-8840, v. 4

MAIL TAX STATEMENTS TO:

The City of Millersburg
4222 NE Old Salem Road
Millersburg, OR 97321

AFTER RECORDING RETURN TO:

The City of Millersburg
4222 NE Old Salem Road
Millersburg, OR 97321

STATUTORY WARRANTY DEED

J. Conser & Sons L.L.C., an Oregon limited liability company, aka *J. Conser & Sons, LLC*, "**Grantor**," conveys and warrants to the *City of Millersburg*, an Oregon municipal corporation, "**Grantee**," the real property described below, free and clear of all liens and encumbrances, except for easements and covenants recorded in the real property records of Linn County, Oregon.

Real property in the County of Linn, State of Oregon, described as follows:

Tract C, Sweetwater Estates 3rd Addition, Phase 3, in the City of Millersburg, County of Linn, State of Oregon, C.S. No. 26660.

The following is the notice as required by Oregon law: "BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

The true and actual consideration paid for this conveyance is a gift.

Dated this _____ day of _____, 2024.

J. CONSER & SONS L.L.C. AKA J. CONSER & SONS, LLC:

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by _____ as _____ of J. Conser & Sons L.L.C., an Oregon limited liability company, aka J. Conser & Sons, LLC.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE:

Pursuant to ORS 92.014(2), the dedication of land for public purposes set forth in this instrument is hereby approved and accepted by the City of Millersburg on this ____ day of _____, 2024.

By: _____
Kevin Kreitman, City Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2024, by Kevin Kreitman, City Manager of the City of Millersburg, an Oregon municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

4887-4280-7464, v. 3

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "**Agreement**") is made and entered into effective as of _____, 2024 (the "**Effective Date**"), by and between **Conser Homes, Inc.**, an Oregon corporation (herein the "**Donor**"), and the **City of Millersburg**, an Oregon municipal corporation (herein the "**Recipient**"). Donor and Recipient shall be referred to herein jointly as the "**Parties**" and severally as a "**Party**."

RECITALS:

- A. Donor wishes to donate, and recipient wishes to obtain from Donor that certain real property owned by Donor commonly known as Tax Lot 2400 of Linn County Assessor's Map No. 10S 03W 16CD (herein the "**Donated Property**") and more specifically described in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.
- B. Donor wishes to donate the Donated Property to Recipient in accordance with this Agreement and is willing to make certain representations as described herein.
- C. Recipient is willing to receive the Donated Property from Donor in accordance with this Agreement and is willing to make certain representations as described herein.
- D. Donor intends for this donation to be a charitable donation pursuant to Section 170(a) of the Internal Revenue Code, as amended.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby mutually covenant and agree as follows:

1. Donation of Property

Donor hereby agrees, in its sole discretion and at such times it deems appropriate, to assign, donate and convey to Recipient the Donated Property, in reliance upon the representations of Recipient described herein. Recipient agrees to accept the Donated Property free of all liens and encumbrances in reliance upon the representations of the Donor.

2. Donor's Representations

Based upon actual knowledge, Donor represents and warrants as follows:

- 2.1 Recipient's Reliance:** Donor hereby acknowledges that Recipient is relying on the representations of Donor in this Agreement in making the above-described donation.
- 2.2 For Profit Organization:** The Donor is a for profit corporation duly organized, and validly existing under the laws of the State of Oregon. Donor has all requisite power and authority to conduct its for profit activities, including but not limited to the donation of the Donated Property.

- 2.3 Pending or Threatened Proceedings:** As of the Closing Date, there are no pending or threatened litigations, condemnation proceedings or annexation proceedings affecting the Property, and Donor has no knowledge of any litigation that is threatened, against or affecting Donor or the Donated Property in any way; nor does Donor know or have reasonable grounds to know of any basis for the foregoing.
- 2.4 Notice of Violations:** As of the Closing Date, Donor has not received notice pertaining to the violation of any law, statute, ordinance, rule, regulation, or deed restriction affecting the Donated Property, and Donor has no knowledge of any facts which might be a basis for any such notice.
- 2.5 Hazardous Waste:** Donor represents and warrants based upon its actual knowledge that the Donated Property has never been used to generate, manufacture, transport, store or dispose of any hazardous substance; that no leak, spill or discharge of a hazardous substance has occurred on, in, or under the Donated Property or the ground waters thereof and that the soil, ground water and soil vapor on, in, or under the Donated Property is free of hazardous substances; that there are no potentially hazardous environmental conditions on the Donated Property; and that the Donated Property has not been identified by any governmental agency as the site upon which or potentially upon which, hazardous substances may have been located or deposited.

3. Recipient's Representations

Based upon actual knowledge, Recipient represents and warrants as follows:

- 3.1 Agreement to Participate:** Recipient hereby agrees to sign any documentation reasonably needed by Donor to effectuate the donation of the Donated Property, including, but not limited to, IRS forms; provided, however, Recipient shall be provided a copy of any appraisal for the Donated Property and Recipient shall not be obligated to violate any local, state, or federal law.
- 3.2 Notice of Change in Representations:** Prior to the transfer of the Donated Property, Recipient shall notify Donor in writing of any change in the representations described in Section 2.1 through 2.5, above, within five (5) days of any such change.

4. Indemnification

Donor shall indemnify and hold Recipient harmless from and against:

- 4.1** Any and all claims, penalties, fines, costs or liabilities, including but not limited to, cleanup, remedial action or restoration work, including attorney and expert fees, related in any way to the presence or suspected presence of hazardous waste in the soil, ground water or soil vapor on, in, or under the Property, except for any hazardous substance generated on the Property after the recordation of the Deed.
- 4.2** Any and all obligations relating to Donor's ownership of the Donated Property which exist as of the Closing Date.

4.3 Any and all damage, loss or liability resulting from any misrepresentation of a material fact, breach of warranty or nonfulfillment of any agreement on the part of Donor under this Agreement or from any misrepresentations furnished to Recipient hereunder.

4.4 Any and all actions, suits, proceedings, demands, assessments, judgments, reasonable costs and other reasonable expenses, including, but not limited to, reasonable attorney's fees, incident to the foregoing.

For the purposes of this Section, an obligation shall be deemed to "exist" as of the Closing Date if it relates to events which occurred prior to the Closing Date even if it is not asserted until after the Closing Date.

5. Condition of Donated Property

Except as expressly provided herein, Recipient agrees to accept the Donated Property, subject to the terms herein, "AS IS, WHERE IS, WITH ALL FAULTS." Donor makes no representations or warranties regarding the condition of the Donated Property other than those expressly stated herein.

6. Transfer and Closing

The donation shall occur, and this Agreement shall be closed on or before _____, 2024 (the "**Closing Date**"). Each Party shall deliver on a timely basis all documents reasonably necessary to close this transaction.

7. Deed

At Closing, Donor shall execute and deliver to Recipient a warranty deed (the "**Deed**"), conveying the Donated Property to Recipient free and clear of all liens and encumbrances.

8. Prorations and Costs

8.1 The real property taxes for the Donated Property will be prorated as of the Closing Date and each Party shall pay their prorated portions. Donor shall also be responsible for payment of any deferred taxes, penalties, or assessments, if any.

8.2 Donor shall reimburse Recipient for the recording fees for the Deed.

8.3 Other than those costs identified above, the Parties shall be responsible for whatever costs each may incur in the course of carrying out their respective obligations under this Agreement.

9. Statutory Warning (ORS 93.040(2))

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE

SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

10. Miscellaneous

- 10.1 Entire Agreement:** This Agreement, and the Lease Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 10.2 Binding Effect:** The provisions of the Agreement shall be binding and inure to the benefit of the successors and assigns of the parties.
- 10.3 Default:** In the event that either Party fails to close this transaction when and as required hereby, the other Party may pursue any remedy under Oregon law.
- 10.4 Assignment:** Neither this Agreement nor any rights arising under it may be assigned or mortgaged by Recipient without the prior written consent of Donor, and any attempt to transfer this Agreement or any rights or interests arising hereunder, by operation of law or otherwise, without such consent shall be void and of no force and effect.
- 10.5 Brokers:** Donor and Recipient warrant to each other that no person or entity of any sort is entitled to any commission, broker fees, finder fees, or other payment.
- 10.6 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles.
- 10.6 Counterparts, Electronic Transmission and Signatures:** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

10.7 Employment of Attorneys: The law firm of Saalfeld Griggs PC has been employed by Recipient to prepare the documents in conjunction with this transaction, and such attorneys represent only Recipient in this matter. The Donor has been advised to seek the advice of counsel of their choosing. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this Agreement, and any documents executed and delivered pursuant to or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date written above.

DONOR:
CONSER HOMES, INC.

By: _____
Name: _____
Title: _____

RECIPIENT:
CITY OF MILLERSBURG

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE DONATED PROPERTY

Real property in the County of Linn, State of Oregon, described as follows:

Tract C, Sweetwater Estates 3rd Addition, in the City of Millersburg, County of Linn, State of Oregon, C.S. No. 24562.

4866-2323-6514, v. 6

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "**Agreement**") is made and entered into effective as of _____, 2024 (the "**Effective Date**"), by and between **J. Conser & Sons L.L.C.**, an Oregon limited liability company, aka **J. Conser & Sons, LLC** (herein the "**Donor**"), and the **City of Millersburg**, an Oregon municipal corporation (herein "**Recipient**"). Donor and Recipient shall be referred to herein jointly as the "**Parties**" and severally as a "**Party**."

RECITALS:

- A.** Donor wishes to donate, and recipient wishes to obtain from Donor that certain real property owned by Donor commonly known as Tax Lot 2200 of Linn County Assessor's Map No. 10S 03W 21BB (herein the "**Donated Property**") and more specifically described in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.
- B.** Donor wishes to donate the Donated Property to Recipient in accordance with this Agreement and is willing to make certain representations as described herein.
- C.** Recipient is willing to receive the Donated Property from Donor in accordance with this Agreement and is willing to make certain representations as described herein.
- D.** Donor intends for this donation to be a charitable donation pursuant to Section 170(a) of the Internal Revenue Code, as amended.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby mutually covenant and agree as follows:

1. Donation of Property

Donor hereby agrees, in its sole discretion and at such times it deems appropriate, to assign, donate and convey to Recipient the Donated Property, in reliance upon the representations of Recipient described herein. Recipient agrees to accept the Donated Property free of all liens and encumbrances in reliance upon the representations of the Donor.

2. Donor's Representations

Based upon actual knowledge, Donor represents and warrants as follows:

- 2.1 Recipient's Reliance:** Donor hereby acknowledges that Recipient is relying on the representations of Donor in this Agreement in making the above-described donation.
- 2.2 For Profit Organization:** The Donor is a for profit corporation duly organized, and validly existing under the laws of the State of Oregon. Donor has all requisite power and authority to conduct its for profit activities, including but not limited to the donation of the Donated Property.

- 2.3 Pending or Threatened Proceedings:** As of the Closing Date, there are no pending or threatened litigations, condemnation proceedings or annexation proceedings affecting the Property, and Donor has no knowledge of any litigation that is threatened, against or affecting Donor or the Donated Property in any way; nor does Donor know or have reasonable grounds to know of any basis for the foregoing.
- 2.4 Notice of Violations:** As of the Closing Date, Donor has not received notice pertaining to the violation of any law, statute, ordinance, rule, regulation, or deed restriction affecting the Donated Property, and Donor has no knowledge of any facts which might be a basis for any such notice.
- 2.5 Hazardous Waste:** Donor represents and warrants based upon its actual knowledge that the Donated Property has never been used to generate, manufacture, transport, store or dispose of any hazardous substance; that no leak, spill or discharge of a hazardous substance has occurred on, in, or under the Donated Property or the ground waters thereof and that the soil, ground water and soil vapor on, in, or under the Donated Property is free of hazardous substances; that there are no potentially hazardous environmental conditions on the Donated Property; and that the Donated Property has not been identified by any governmental agency as the site upon which or potentially upon which, hazardous substances may have been located or deposited.

3. Recipient's Representations

Based upon actual knowledge, Recipient represents and warrants as follows:

- 3.1 Agreement to Participate:** Recipient hereby agrees to sign any documentation reasonably needed by Donor to effectuate the donation of the Donated Property, including, but not limited to, IRS forms; provided, however, Recipient shall be provided a copy of any appraisal for the Donated Property and Recipient shall not be obligated to violate any local, state, or federal law.
- 3.2 Notice of Change in Representations:** Prior to the transfer of the Donated Property, Recipient shall notify Donor in writing of any change in the representations described in Section 2.1 through 2.5, above, within five (5) days of any such change.

4. Indemnification

Donor shall indemnify and hold Recipient harmless from and against:

- 4.1** Any and all claims, penalties, fines, costs or liabilities, including but not limited to, cleanup, remedial action or restoration work, including attorney and expert fees, related in any way to the presence or suspected presence of hazardous waste in the soil, ground water or soil vapor on, in, or under the Property, except for any hazardous substance generated on the Property after the recordation of the Deed.
- 4.2** Any and all obligations relating to Donor's ownership of the Donated Property which exist as of the Closing Date.

4.3 Any and all damage, loss or liability resulting from any misrepresentation of a material fact, breach of warranty or nonfulfillment of any agreement on the part of Donor under this Agreement or from any misrepresentations furnished to Recipient hereunder.

4.4 Any and all actions, suits, proceedings, demands, assessments, judgments, reasonable costs and other reasonable expenses, including, but not limited to, reasonable attorney's fees, incident to the foregoing.

For the purposes of this Section, an obligation shall be deemed to "exist" as of the Closing Date if it relates to events which occurred prior to the Closing Date even if it is not asserted until after the Closing Date.

5. Condition of Donated Property

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195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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advice of counsel of their choosing. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this Agreement, and any documents executed and delivered pursuant to or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date written above.

DONOR:
J. CONSER & SONS L.L.C. AKA J. CONSER & SONS, LLC:

By: _____

Name: _____

Title: _____

RECIPIENT:
CITY OF MILLERSBURG

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE DONATED PROPERTY

Real property in the County of Linn, State of Oregon, described as follows:

Tract C, Sweetwater Estates 3rd Addition, Phase 3, in the City of Millersburg, County of Linn, State of Oregon, C.S. No. 26660.

4876-3253-2897, v. 5



COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

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

Commission and/or Committee Preference:

EVENTS COMMITTEE
(list all for which you are applying)

Name: ROBERT P. RICHARDSON, JR.

Preferred First Name: BOB OR ROBERT

Residential Information:

Home Address:

Phone:

Cellular:

E-mail:

Fax:

(Optional)

Employment Information:

Employer's Name:

RETIRED

Work Address:

N/A

Phone:

N/A

Cellular:

N/A

E-mail:

N/A

Fax:

N/A

(Optional)

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

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

MORNING STAR GRANGE: SECRETARY-TREASURER
RENTAL CONTACT
POC GRANGE INFORMATION
POC FOR GRANGE PARTICIPATION IN
MILLERSBURG CITY SPECIAL EVENTS
LENN COUNTY POMONA GRANGE: REPRESENT MORNING STAR GRANGE AT QUARTERLY POMONA
GRANGE MEETINGS AND ANNUAL POMONA PLANNING MEETING

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

MORNING STAR GRANGE: SECRETARY-TREASURER, GRANGE EXECUTIVE COMMITTEE
 LINN COUNTY POMONA GRANGE: ^{RENTAL CONTACT, GRANGE INFO CONTACT} REPRESENT MORNING STAR GRANGE AT COUNTY LEVEL
 MILLERSBURG NAT'L NIGHT OUT: ^{TICKET SELLER FOR POMONA GRANGE RAFFLE BASKET.} SET-UP + MANNED GRANGE INFO BOOTH.
 CELEBRATE MILLERSBURG: TWICE SET-UP + MANNED GRANGE INFO BOOTH.
 MENNONITE VILLAGE: COUNCIL REPRESENTATIVE FOR AREA 14, PRESIDE OVER AREA 14 MEETINGS
 PICK-UP + DISTRIBUTE TO AREA 14 RESIDENTS "VILLAGE TIMES", "VILLAGE UPDATE", MONTHLY VILLAGE COUNCIL MEETING MINUTES.

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

AS A COMMITTEE MEMBER I WOULD REPRESENT MORNING STAR GRANGE (ALONG WITH SONJA NEAL) AND TRANSMIT EVENT COMMITTEE INFORMATION TO GRANGE MEMBERS AT GRANGE MEETINGS. GRANGE MEMBERS WOULD BE ENCOURAGED TO PARTICIPATE IN MILLERSBURG-SPONSORED EVENTS. SOME GRANGE MEMBERS WHO RESIDE IN MILLERSBURG MAY BE AVAILABLE AS VOLUNTEERS.

- What contributions do you hope to make?

MY ROLE WOULD BE TO PROMOTE GRANGE PARTICIPATION IN MILLERSBURG-SPONSORED EVENTS. IT SHOULD BE NOTED I CAN DO THIS WITHOUT BEING A FORMAL COMMITTEE MEMBER IF THE EVENTS COMMITTEE PREFERRED ONLY 1 GRANGE MEMBER BE A FORMAL COMMITTEE MEMBER (SUCH AS SONJA NEAL).



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

Robert P. Richardson, Jr.
 Signature of Applicant

12 FEBRUARY 2024
 Date



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: March 5, 2024, for March 12, 2024, Council Meeting
SUBJECT: Health Insurance Plan Rates Effective April 1, 2024

Action Requested:

Review of information on our health insurance plan.

Discussion:

The City's health insurance plan is due for renewal on April 1st. Our medical insurance broker, Aldrich Advisors, has notified us of our health care provider, Providence Health Plans, new rates for our plans effective April 1, 2024.

As background, we moved to new plans five years ago, as a cost savings measure which included the offering of a Health Savings Account (HSA) eligible plan and a non-HSA based medical plan for employees. Over the last four years we have not had any employees interested in the HSA.

Effective April 1, 2024, all our employees are participating in the non-HSA based medical plan and no changes are proposed to the plan. Our proposed rate increase for this year is:

Non-HSA base plan(family)monthly cost is currently \$1,800.75, with the proposed 15.5% increase it will move to \$2,079.35.

Since 2019 we have experienced the following rate changes associated with our current plan:

2020 – 5.3% increase
2021 – 0.3% increase
2022 – 5.0% decrease
2023 - 8.9% increase
2024 – 15.5% increase

Our experience on a year over year average for the last five years represents a 5% percent increase. When taking this into consideration, our overall insurance costs appear to be trending within the national five-year average of 22% – 27%. Our broker believes the increases we have experienced the last two years are corrections to our rates to bring them in line with cost increases that have been experienced in the healthcare industry and have been seen in other plans.

Given the increases the last two years, we have had further discussions with our broker regarding other provider options and have also looked again at the CIS plan available to us. CIS has provided health benefits through an association with Regence Blue Cross Blue Shield for over 70 years and has provided a quote

to us for our health care benefits. We will provide an update on those discussions at the meeting.

Our current fiscal year budget estimated a 5.0 percent insurance cost increase. Our mapped renewal for our current plan will result in a monthly cost of \$9,776.60, which is a monthly increase of \$1,310.

Budget Impact:

Cost increase, which is above what we estimated for the remainder of the current budget year, however sufficient funding is available.

Recommendation:

Discussion.



TO: Millersburg City Council
VIA: Kevin Kreitman, City Manager
FROM: Matt Straite, Community Development Director
DATE: March 7, 2024 for the March 12, 2024 City Council Meeting
SUBJECT: Resolution of Support for LGGP Grant Application

Action Requested:

Adoption of Resolution 2024-04.

Discussion: The Oregon Parks and Recreation Department administers a grant program called the Local Government Grant Program (LGGP) which assists in funding the planning and development of new recreational facilities, mostly trails and parks.

Staff recommends the City pursue grant funds to assist with construction of the planned Transition Parkway Linear Park.

One requirement of the grant application is that the City Council adopt a resolution supporting the grant application.

Budget Impact:

The grant program is a reimbursement grant program, meaning the City would have to pay for all services and then seek reimbursement from the Oregon Parks and Recreation Department, if selected for an LGGP award. There is a minimum 20% match requirement. The match requirement would be included in the budget for the construction of the project.

Recommendation:

Staff recommends Council approval of Resolution 2024-04 supporting the submittal of a grant application for an LGGP award for the construction of the Transition Parkway Linear Park.

Attachment(s):

- Resolution 2024-04 Expressing Support of LGGP Grant Application

RESOLUTION NO. 2024-04

**A RESOLUTION INDICATING COUNCIL SUPPORT OF A LGGP
PARKS GRANT APPLICATION**

WHEREAS, the Oregon Parks and Recreation Department Local Government Grant Program (LGGP) is accepting applications for Local Government Grants addressing park needs; and,

WHEREAS, the City of Millersburg desires to participate in this grant program to the greatest extent possible as a means of addressing park needs; and,

WHEREAS, the City has a shovel-ready park planned, the Transition Parkway Linear Park, which includes an approved park design and construction documents; and,

WHEREAS, the City owns the property for the future park; and,

WHEREAS, the City Council has deemed the park as a high priority need in the City of Millersburg; and,

WHEREAS, the City Council and staff have performed extensive public outreach; and,

WHEREAS, the park is consistent with the City's Park Master Plan; and,

WHEREAS, the City of Millersburg has available local matching funds to fulfill its minimum 20% share of obligation related to this grant application should the grant funds be awarded; and,

WHEREAS, the LGGP requires the City Council to express support for the proposed projects in order to begin the grant funds application process,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG, OREGON, that the City Council demonstrates its support for the submittal of grant application to the LGGP for construction of the Transition Parkway Linear Park.

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

Duly Adopted by the City Council this 12th day of March, 2024.

Scott Cowan
Mayor

Attest:

Sheena Dickerman
City Recorder