



**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  
April 9, 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 March 11, 2019 Joint City Council and Planning Commission Public Hearing
  - 2) Approval of March 12, 2019 City Council Meeting Minutes
  - 3) Approval of Council Approval Report for City Bills
  - Action: \_\_\_\_\_
- F. PRESENTATIONS
  - 1) Linn County Sheriff's Office Report
  - 2) Albany Fire Department Quarterly Report
  - 3) Event Planning Committee Update
- G. PUBLIC COMMENT
- H. COUNCIL MEMBER AND STAFF COMMENTS
- I. CITY MANAGER'S REPORT
  - 1) Project Updates
  - 2) Consideration of Parks Committee Appointment
- J. CITY ATTORNEY'S REPORT
- K. UNFINISHED BUSINESS
- L. NEW BUSINESS
  - 1) Enterprise Zone Application (Selmet, Inc. & Peoria Gardens, Inc.) – Resolutions 8 & 9
  - Action: \_\_\_\_\_

- 2) Alcohol in City Parks – Ordinance 147  
Action: \_\_\_\_\_
- 3) Parking – Ordinance 148  
Action: \_\_\_\_\_
- 4) CenturyLink Franchise Agreement – Ordinance 149  
Action: \_\_\_\_\_
- 5) Comcast Franchise Agreement – Ordinance 150  
Action: \_\_\_\_\_
- 6) Strategic Plan  
Action: \_\_\_\_\_
- 7) Connection Fees  
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:

April 16, 2019 @ 6:00 p.m. – Planning Commission Public Hearing

April 22, 2019 @ 6:00 p.m. – Planning Commission Public Hearing

*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.*



## JOINT PUBLIC MEETING CITY COUNCIL & PLANNING COMMISSION

Monday, March 11, 2019  
6:00 p.m.

### Agenda

A. CALL TO ORDER: Called to order by Planning Commission President Jimmie Kirkendall at 6:01 p.m. Mayor Jim Lepin called the City Council to order at 6:02 p.m.

B. ROLL CALL

**Planning Commission**

Members Present: Jimmy Kirkendall, Steve Vogler, Dennis Gunner, John Sullivan, Connie Lepin, Scott Stimpson, Anne Peltier, Ed Perlenfein

Members Absent: Ryan Penning

**City Council**

Councilors Present: Mayor Jim Lepin, Councilors Scott Cowan, Dave Harms, Scott McPhee, Don Miller

Staff Present: Kimberly Wollenburg, City Recorder; Matt Straite, City Planner; and Forrest Reid, City Attorney

C. PLEDGE OF ALLEGIANCE

Mayor Lepin provided some basic instructions regarding the process of the joint Planning Commission and City Council public hearing. He then introduced Matt Straite, City Planner, who went into detail regarding the process and how both public hearings would be handled. Next, he went over the disclosure statements. No members from either the Planning Commission or City Council noted any conflicts

D. QUASI-JUDICIAL PUBLIC HEARING

City Planner Straite introduced the item under discussion which is file DC 19-01, a Manufactured Home Park Text Change where the City of Millersburg is proposing to remove 'Manufactured Home Park' as a conditional use from the Rural Residential 10 Acre Minimum – Urban Conversion (RR-10-UC) and Rural Residential 2.5 Acre Minimum – Urban Conversion (RR-2.5-UC) zones. The use would no longer be permitted by right or by conditional use within these zones. The Manufactured Home Park use would remain in the Urban Residential zone.

1. City Planner Straite presented the staff report and information regarding the current zoning and the uses permitted in those zones. He noted that staff is proposing the removal of one permitted use, the ability to place manufactured home parks, from both zones. After he reviewed the staff report, he noted that

- staff had received comments and feedback from the public after the staff report was finalized. He provided copies of the documents submitted.
2. Discussion between the Planning Commission and staff. Planning Commissioner Lepin asked for clarification of the definition of a specific term.
  3. Mayor Lepin opened up the hearing for public comment. Two members of the audience had signed up to speak but declined to speak. City Attorney Reid asked City Manager Kevin Kreitman to provide the current population of Millersburg: 2315 as of July 1, 2018.

Mayor Lepin put the City Council into recess as of 6:25 p.m. Planning Commission President Kirkendall opened deliberation by the Planning Commission.

1. Commissioner Peltier asked about the fact that Mr. Eddings (the manufactured home park applicant) said he wasn't notified and if the reason was because he recently purchased the property. City Attorney Reid reviewed the notice requirements and process for the Planning Commission and the City Council and stated appropriate notice was provided.
2. Commissioner Simpson said he wanted the record to reflect that the substance of this amendment was discussed by the Planning Commission nine months ago, even before working on the code update, and that several Commissioners had considered the allowance of manufactured home parks in the two zones.

After discussion regarding motion format, the following action was taken:

**Action: Motion to Approve Recommendation of Application No. DC 190-01 to the Millersburg City Council made by Commissioner Stimpson; seconded by Commissioner Peltier.**

|                                 |               |
|---------------------------------|---------------|
| <b>Commissioner Kirkendall:</b> | <b>Aye</b>    |
| <b>Commissioner Penning:</b>    | <b>Absent</b> |
| <b>Commissioner Gunner:</b>     | <b>Aye</b>    |
| <b>Commissioner Vogler:</b>     | <b>Aye</b>    |
| <b>Commissioner Stimpson:</b>   | <b>Aye</b>    |
| <b>Commissioner Lepin:</b>      | <b>Aye</b>    |
| <b>Commissioner Sullivan:</b>   | <b>Aye</b>    |

President Kirkendall put the Planning Commission into recess at 6:30 p.m. Mayor Lepin reopened the City Council meeting as of 6:31 p.m. Mayor Lepin asked the City Council to deliberate on Application No. DC 19-01.

City Planner Straite noted that the Ordinance was revised due to a change in the title, not the narrative. Councilor Cowan commented that he supports the text change amendment and thanked the Planning Commission for the work they've been doing to revise the Land Use Development Code.

**Action: Motion to Approve the Planning Commission's Recommendation to Adopt a Text Change Amendment to the Land Use Development Code and Approve Ordinance 146 including Emergency Provision to make Effective Immediately made by Councilor Scott Cowan; seconded by Councilor Dave Harms.**

|                         |            |
|-------------------------|------------|
| <b>Mayor Jim Lepin:</b> | <b>Aye</b> |
|-------------------------|------------|

**Ordinance 146**

**Councilor Scott Cowan: Aye**  
**Councilor Dave Harms: Aye**  
**Councilor Scott McPhee: Aye**  
**Councilor Don Miller: Aye**

City Planner Straite explained how the appeal process works.

E. ADJOURNMENT

Mayor Jim Lepin adjourned the City Council at 6:38 p.m.

President Kirkendall adjourned the Planning Commission at 6:40 p.m.

F. At 6:45 p.m., the Planning Commission was reconvened to correct presentation of motion on Application No. DC 19-01.

**Action: Motion to Approve Staff Recommendation made by Commissioner Stimpson; seconded by Commissioner Sullivan.**

**Commissioner Kirkendall: Aye**  
**Commissioner Penning: Absent**  
**Commissioner Gunner: Aye**  
**Commissioner Vogler: Aye**  
**Commissioner Stimpson: Aye**  
**Commissioner Lepin: Aye**  
**Commissioner Sullivan: Aye**

G. At 6:46 p.m., the City Council was reconvened to correct presentation of action presented by Planning Action on Application No. DC 19-01 and adoption of Ordinance 146.

**Action: Motion to Approve Staff Recommendation made by Councilor Harms; seconded by Councilor Miller.**

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

H. ADJOURNMENT

President Jimmie Kirkendall adjourned the Planning Commission at 6:47 p.m.

Mayor Jim Lepin adjourned the City Council at 6:48 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Kevin Kreitman  
City Manager



## March 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

### C. PLEDGE OF ALLEGIANCE

### D. CHANGES AND ADDITIONS TO THE AGENDA

None

### 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: **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 (LCSO)  
Lieutenant Michelle Duncan presented details on the report given to the City Council regarding responses within Millersburg in February, noting specific incidents related to theft and vandalism. She encouraged Millersburg residents to lock vehicles and store valuables out of sight. There was a bit of discussion regarding the increase in LCSO deputy hours and the level of details in the report. Mayor Lepin noted the Council would continue to keep an eye on the contract hours.

Resident Harvey Whittenberg, 6103 Sedona, spoke about an ambassador program experience he participated in similar to a 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) Budget Committee Appointments

Mayor Lepin mentioned there were two openings on the Budget Committee, and the City received two applications: David Denos and Mark Raum. Mayor Lepin asked if the Council wanted to consider the two applicants or open the recruitment to the public. He noted that City Manager Kreitman intended to open recruitment for various committees in November each year with the intent to grow a pool of applicants for future openings on any committee/commission. Councilors Miller and Cowan noted they appreciated the two applicants filling out the forms and taking the time. Additionally, City Manager Kreitman noted there is one other to be reappointed to Budget Committee if Council desires.

Action: **Motion to Appoint David Denos and Mark Raum to the Budget Committee made by Councilor Don Miller; 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**

Action: **Motion to Reappoint Dennis Gunner for another 3-year term to the Budget Committee made by Councilor Don Miller; 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**

- 2) Councilor Cowan asked about updates from meeting with ODOT regarding guardrail at Old Salem Road and I-5. Assistant City Manager/City Engineer Booth said there were no updates yet.
- 3) Councilor Cowan noted that he rode by Acorn Park, and it needs some attention. Assistant City Manager/City Engineer Booth said she discussed the maintenance with Parks staff.
- 4) Councilor McPhee noted that baseball season is coming up and wondered if there was a plan to get the baseball fields ready. Assistant City Manager/City Engineer Booth said she talked with maintenance staff about prepping the fields which are too wet right now. She had a meeting with JBO, and they are going to look at what they want this year. Further, she said they are well aware of the vole issue and there is a plan to address once they see movement.
- 5) Councilor McPhee noted there is still a pile of rock on Castillo and asked about enforcement. Staff will follow up with the resident. Assistant City Manager/City Engineer Booth further noted that even though there is a right-of-way permit, the plan is not to have material deposited on City right-of-way. There was some discussion regarding parking and no ordinance to address obstruction of streets.

I. CITY MANAGER'S REPORT

1) Project Updates

Assistant City Manager/City Engineer Booth provided an overview of City projects highlighted in the staff report. City Manager Kreitman went over the City Hall

chamber and audio/visual upgrade project. Information on other projects is available online in the meeting packet and Gantt chart.

Councilor McPhee asked about an update on site location for the permanent fire station. City Manager Kreitman said they know they want to be somewhere near the City Hall but haven't selected the exact spot yet.

- 2) City Manager Kreitman briefly discussed two new policies: Ethics and Workplace Respect. He said there are many policies in the works and asked if the City Council wished to approve them or be told about them with City Manager Kreitman approving and implementing. Councilor Cowan said he likes to see them and be aware of them but said the Council hired a City Manager to take care of City operations and feels this is completely within the City Manager's role. Councilor Cowan said he is comfortable with City Manager Kreitman sharing them with Council. The entire Council concurred.

J. CITY ATTORNEY'S REPORT

- 1) City Attorney Reid went over the current program regarding alcohol in the City parks. He also explained the Oregon Liquor Control Commission (OLCC) and liability insurance requirements. City Attorney Reid asked the Council to consider whether alcohol is allowed but they have to get an OLCC or the addition of a 2 million general liability insurance policy. Discussion followed about the various options of communication of the policy including signage. City Attorney Reid will bring material for Council's approval during the April meeting.
- 2) Parking Ordinance  
City Attorney went over material regarding concerns about parking in Millersburg related to utility trailers, RVs and semi-trailers as well as boats, flatbeds and so on. After extensive discussion, the Council directed City Attorney Reid to bring back more information and a proposal.

Mayor Lepin recessed City Council for five minutes.

K. UNFINISHED BUSINESS

None

L. NEW BUSINESS

- 1) City-Owned Farm Land Lease Renewals  
City Attorney Reid went over staff report with some background regarding the City-owned agricultural land leases by Creekside Farms.

Action: **Motion to Approve Renewal of Land Leases and Give City Manager Kreitman the Authorization to Sign the Leases made by Councilor McPhee; seconded by Councilor Cowan**

|                                |            |
|--------------------------------|------------|
| <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> |

- 2) Health Insurance Plan  
City Manager Kreitman reviewed the staff report regarding the changes to the medical benefits plans offered by Providence and new options, including a Health



Savings Account (HSA). There was discussion regarding the HSA option with Councilor McPhee noting that he feels there should be one amount for the City donation to single and married employees.

Action: **Motion to Adopt Proposed Medical Insurance Plan Changes made by Councilor Cowan; seconded by Councilor Harms.**

After further discussion:

Action: **Amended Motion to Adopt Proposed Medical Insurance Plan Changes, including addition of HSA with a City donation to HSA of \$205 per Employee; made by Councilor Scott McPhee; seconded by Councilor 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> |

3) Urban Growth Boundary

City Manager Kreitman went over staff report regarding potential expansion of the Urban Growth Boundary (UGB). He said the City needs to have more discussions on the potential and options if the Council wishes to pursue the expansion. Councilor Miller said he believes the City is due for a discussion. After some debate, the Council agreed that they'd like the City Manager to pursue and provide more information during a work session.

4) Connection Charges and Capital Reimbursement Policy

Assistant City Manager/City Engineer Booth reviewed the staff report and noted the charges and reimbursement policy only affected public infrastructure. After discussion, she asked the Council if they desired her to bring back more information for approval to the April meeting. The Council signified their support with head nods.

M. CLOSING PUBLIC COMMENT

- 1) Kelly Cole, 3312 Nehalem, noted that her institution offers HSAs and she supports that offering. Also, she said her insurance would only charge her \$25 for a rider for an alcohol permit.

N. CLOSING COUNCIL COMMENT

- 1) Councilor Cowan asked for an update on the City rental house. City Manager Kreitman noted that the renter is moving out but doesn't have an exact date.
- 2) Councilor Cowan then asked for an update on ASA and if the City needed to take any additional actions to make the change happen. City Manager Kreitman said there really isn't anything further the City could do and they are just waiting for the ASA Committee to decide.
- 3) Mayor Lepin said he would ask the Event Planning Committee Chair, Jenny Wolfenbarger, to come to the April Council meeting to provide an update on the Millersburg Celebration scheduled for September 14, 2019 in the Millersburg City Park.

O. ADJOURNMENT

Meeting adjourned at 9:30 p.m.

Respectfully submitted:

Reviewed by:

Kimberly Wollenburg  
City Recorder

Kevin Kreitman  
City Manager

Upcoming Meetings & Events:

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

DRAFT

**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>43</b>   | <b>Aflac, 1932 Wynnton Road, Columbus, GA,</b>   |               |   |             |             |                    |              |                       |                     |               |             |
| 825230      |  | 03/11/19      | Payroll Taxes Payable - AFLAC March 2019                        | 04/01/19    | \$49.08     | \$49.08            | 01-9210      | Payroll Taxes Payable | \$0.00              | (\$15,036.61) |             |
|             |  |               |   |             |             | <b>\$49.08</b>     |              |                       |                     |               |             |
| <b>74</b>   | <b>Albany-Millersburg Economic Development Corporatio, 435 W 1st. Ave, Albany, OR, 97321</b> |               |   |             |             |                    |              |                       |                     |               |             |
| 03312019    |  | 03/31/19      | ALBANY-MILLERSBURG ECONOMIC DEVELOPMENT CORP (AMED              | 03/31/19    | \$7,500.00  | \$7,500.00         | 01-1337      | ALBANY-MILLERSBURG    | \$30,000.00         | \$15,000.00   |             |
| 06302019    |  | 03/14/19      | ALBANY-MILLERSBURG ECONOMIC DEVELOPMENT CORP (AMED              | 03/14/19    | \$7,500.00  | \$7,500.00         | 01-1337      | ALBANY-MILLERSBURG    | \$30,000.00         | \$15,000.00   |             |
|             |  |               |   |             |             | <b>\$15,000.00</b> |              |                       |                     |               |             |
| <b>539</b>  | <b>Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>                |               |   |             |             |                    |              |                       |                     |               |             |
| 3106820     |  | 03/08/19      | CONTRACTED SERVICES - Astrid Hesberg for week ending 3/3/19     | 04/08/19    | \$585.65    | \$585.65           | 01-1332      | CONTRACTED SERVIC     | \$99,500.00         | \$54,806.53   |             |
| 3107669     |  | 03/15/19      | CONTRACTED SERVICES, Astrid Hesberg week ending 3/10/19         | 04/15/19    | \$535.92    | \$535.92           | 01-1332      | CONTRACTED SERVIC     | \$99,500.00         | \$54,806.53   |             |
| 3107669     |  | 03/15/19      | 20% CONSULTANTS ENGINEERING, Mark Yeager week ending 3/10/19    | 04/15/19    | \$390.00    | \$390.00           | 03-1301      | 20% CONSULTANTS EN    | \$20,000.00         | \$19,350.00   |             |
| 3106820     |  | 03/08/19      | RATE AND SDC STUDY - Jennifer Richardson for week ending 3/3/19 | 04/08/19    | \$292.50    | \$292.50           | 04-1313      | RATE AND SDC STUDY    | \$10,000.00         | \$5,513.13    |             |
|             |  |               |   |             |             | <b>\$1,804.07</b>  |              |                       |                     |               |             |
| <b>466</b>  | <b>CH2MHill Engineers, Inc, PO Box 201869, Dallas, TX, 75320-1869</b>                        |               |   |             |             |                    |              |                       |                     |               |             |
| 704841CH005 |  | 03/13/19      | CONSULTANTS - ENGINEERING                                       | 04/13/19    | \$198.78    | \$198.78           | 01-1354      | CONSULTANTS - ENGI    | \$20,000.00         | \$7,175.11    |             |
| 704841CH005 |  | 03/13/19      | 20% CONSULTANTS - ENGINEERING                                   | 04/13/19    | \$974.31    | \$974.31           | 04-1301      | 20% CONSULTANTS - E   | \$20,000.00         | \$18,201.03   |             |
| 704841CH005 |  | 03/13/19      | 20% CONSULTANTS - ENGINEERING                                   | 04/13/19    | \$1,447.46  | \$1,447.46         | 04-1301      | 20% CONSULTANTS - E   | \$20,000.00         | \$18,201.03   |             |
| 676583CH006 |  | 03/15/19      | MORNINGSTAR AND ATI PUMP STATION UPGRADES                       | 04/15/19    | \$7,175.84  | \$7,175.84         | 04-1403      | MORNINGSTAR AND AT    | \$385,000.00        | \$35,557.89   |             |
|             |  |               |   |             |             | <b>\$9,796.39</b>  |              |                       |                     |               |             |
| <b>514</b>  | <b>Cintas, PO Box 631025, Cincinnati, OH, 45263-1025</b>                                     |               |   |             |             |                    |              |                       |                     |               |             |
| 5013208949  |  | 03/13/19      | CITY HALL MAINTENANCE & SUPPLIES - Cintas                       | 04/13/19    | \$43.99     | \$43.99            | 01-1309      | CITY HALL MAINTENAN   | \$22,000.00         | \$13,495.80   |             |
|             |  |               |   |             |             | <b>\$43.99</b>     |              |                       |                     |               |             |
| <b>50</b>   | <b>City of Albany, PO Box 490, Albany, OR, 97321</b>   |               |   |             |             |                    |              |                       |                     |               |             |
| 20902       |  | 01/30/19      | CALL-A-RIDE   | 02/28/19    | \$768.00    | \$768.00           | 01-1324      | CALL-A-RIDE           | \$3,000.00          | \$1,950.00    |             |
| 20900       |  | 01/30/19      | LEGAL SERVICES, City of Albany - CH2M Litigation Costs          | 02/28/19    | \$3,423.44  | \$3,423.44         | 01-1339      | LEGAL SERVICES        | \$75,000.00         | \$74,101.37   |             |
| 20901       |  | 01/30/19      | O&M SEWER PLANT   | 02/28/19    | \$5,487.60  | \$5,487.60         | 04-1304      | O&M SEWER PLANT       | \$170,000.00        | \$72,024.90   |             |
| 20901       |  | 01/30/19      | O&M SEWER PLANT   | 02/28/19    | \$42,305.74 | \$42,305.74        | 04-1304      | O&M SEWER PLANT       | \$170,000.00        | \$72,024.90   |             |
| 20901       |  | 01/30/19      | O&M COLLECTION SYSTEM   | 02/28/19    | \$4,480.00  | \$4,480.00         | 04-1305      | O&M COLLECTION SYS    | \$175,000.00        | \$106,755.08  |             |
| 20901       |  | 01/30/19      | O&M COLLECTION SYSTEM   | 02/28/19    | \$10,009.34 | \$10,009.34        | 04-1305      | O&M COLLECTION SYS    | \$175,000.00        | \$106,755.08  |             |
| 20901       |  | 01/30/19      | WETLANDS/WASTEWATER TREATMENT PLANT CAPITAL PROJEC              | 02/28/19    | \$29,570.76 | \$29,570.76        | 04-1409      | WETLANDS/WASTEWA      | \$107,500.00        | \$69,785.20   |             |
| 21118       |  | 02/05/19      | O&M TRANSMISSION LINES  | 02/28/19    | \$15,399.93 | \$15,399.93        | 05-1304      | O&M TRANSMISSION LI   | \$80,000.00         | (\$23,562.93) |             |



**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 |
|------------|---|--|----------|-------------------------|-------------|-------------|----------------------|----------------|---------------------|-------------|-------------|
|            |   | 2771673  | 03/14/19 | PROPERTY TAXES - 396412 | 04/14/19    | \$14.79     | \$14.79              | 01-1356        | PROPERTY TAXES      | \$8,000.00  | (\$579.12)  |
|            |   | <b>\$172.27</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>19</b>  | <b>Linn County Planning and Building, PO Box 100, Albany, OR, 97321</b>         |  |          |                         |             |             |                      |                |                     |             |             |
| 02272019   | 03/05/19  | PMNT TO LINN CO BUILDING DEPT - Dec 2018                           | 03/05/19 | \$10,211.65             | \$10,211.65 | 01-5332     | PMNT TO LINN CO BUIL | \$380,000.00   | \$134,476.65        |             |             |
|            |   | <b>\$10,211.65</b>   |          |                         |             |             |                      |                |                     |             |             |
| <b>449</b> | <b>Mary Messersmith</b>   |  |          |                         |             |             |                      |                |                     |             |             |
| 03132019   | 03/13/19  | PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM                 | 03/13/19 | \$41.60                 | \$41.60     | 01-2301     | PARKS & RECREATION   | \$15,000.00    | \$5,975.20          |             |             |
|            |   | <b>\$41.60</b>   |          |                         |             |             |                      |                |                     |             |             |
| <b>483</b> | <b>MetLife - Group Benefits, PO Box 804466, Kansas City, MO, 64180-4466</b>     |  |          |                         |             |             |                      |                |                     |             |             |
| 03132019   | 03/13/19  | DENTAL & VISION INSURANCE  | 04/01/19 | \$776.96                | \$776.96    | 01-1214     | DENTAL & VISION INSU | \$9,600.00     | \$3,616.16          |             |             |
|            |   | <b>\$776.96</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>585</b> | <b>MorganCPS Group, 1308 Marigold Street NE, Keizer, OR, 97303-3553</b>         |  |          |                         |             |             |                      |                |                     |             |             |
| 8703       | 03/08/19  | Planning through Feb 2019  | 04/08/19 | \$7,920.00              | \$7,920.00  | 01-1353     | CONSULTANTS - PLAN   | \$80,000.00    | \$29,826.67         |             |             |
|            |   | <b>\$7,920.00</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>23</b>  | <b>Pacific Power, PO Box 26000, Portland, OR, 97256-0001</b>                    |  |          |                         |             |             |                      |                |                     |             |             |
| 03222019   | 03/06/19  | CITY HALL UTILITIES - Pacific Power                                | 03/06/19 | \$1,245.39              | \$1,245.39  | 01-1317     | CITY HALL UTILITIES  | \$15,000.00    | \$4,722.97          |             |             |
| 03222019   | 03/06/19  | PARK SUPPLIES & MAINTENANCE - Pacific Power                        | 03/06/19 | \$71.23                 | \$71.23     | 01-2302     | PARK SUPPLIES & MAI  | \$55,000.00    | \$25,792.26         |             |             |
| 03222019   | 03/06/19  | STREET LIGHTS POWER - Pacific Power                                | 03/06/19 | \$3,183.52              | \$3,183.52  | 02-1323     | STREET LIGHTS POWE   | \$40,000.00    | \$12,349.77         |             |             |
| 03062019   | 03/06/19  | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL                 | 03/22/19 | \$81.14                 | \$81.14     | 04-1328     | SEWER MISCELLANEO    | \$25,000.00    | \$1,950.26          |             |             |
| 03222019   | 03/06/19  | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Pacific Power | 03/06/19 | \$1,442.66              | \$1,442.66  | 04-1328     | SEWER MISCELLANEO    | \$25,000.00    | \$1,950.26          |             |             |
|            |   | <b>\$6,023.94</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>15</b>  | <b>Pitney Bowes Global Financial, PO Box 371887, Pittsburgh, PA, 15250-7887</b> |  |          |                         |             |             |                      |                |                     |             |             |
| 3308277727 | 02/27/19  | POSTAGE AND SHIPPING   | 03/29/19 | \$40.17                 | \$40.17     | 01-1327     | POSTAGE AND SHIPPI   | \$1,000.00     | \$271.11            |             |             |
| 3308277727 | 02/27/19  | POSTAGE  | 03/29/19 | \$100.42                | \$100.42    | 04-1327     | POSTAGE              | \$2,500.00     | \$579.49            |             |             |
| 3308277727 | 02/27/19  | POSTAGE  | 03/29/19 | \$100.43                | \$100.43    | 05-1327     | POSTAGE              | \$2,500.00     | \$579.48            |             |             |
|            |   | <b>\$241.02</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>41</b>  | <b>Providence Health Plan, PO Box 4167, Portland, OR, 97208-4167</b>            |  |          |                         |             |             |                      |                |                     |             |             |
| 04012019   | 04/01/19  | MEDICAL INSURANCE  | 04/01/19 | \$7,548.55              | \$7,548.55  | 01-1211     | MEDICAL INSURANCE    | \$85,000.00    | \$31,992.40         |             |             |
|            |   | <b>\$7,548.55</b>  |          |                         |             |             |                      |                |                     |             |             |
| <b>60</b>  | <b>Ruth Hoffmann</b>  |  |          |                         |             |             |                      |                |                     |             |             |
| 03152019   | 03/15/19  | LIBRARY SERVICES - Ruth Hoffmann                                   | 03/15/19 | \$40.00                 | \$40.00     | 01-1340     | LIBRARY SERVICES     | \$3,000.00     | \$600.00            |             |             |
|            |   | <b>\$40.00</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 |
|---|--|---------------|----------|--------------------------------------|----------|-------------|---------------------|----------------|---------------------|-------------|-------------|
| <b>13 Sean Shearer</b>  |  | 03012019      | 03/01/19 | TELEPHONE - Sean                     | 03/01/19 | \$105.00    | \$105.00            | 01-1358        | TELEPHONE           | \$7,000.00  | \$5,308.45  |
|   |  |               |          |                                      |          |             | <b>\$105.00</b>     |                |                     |             |             |
| <b>151 Security Alarm Corp., 2443 Brighton Way, Albany, OR, 97322</b> |  | 1485573       | 03/06/19 | CONTRACTED SERVICES - SAC            | 03/11/19 | \$179.85    | \$179.85            | 01-1332        | CONTRACTED SERVIC   | \$99,500.00 | \$54,806.53 |
|   |  |               |          |                                      |          |             | <b>\$179.85</b>     |                |                     |             |             |
| <b>84 Ultrex, 110 SW 9th Avenue, Albany, OR, 97321</b>                |  | INV691616     | 03/08/19 | MATERIALS & SUPPLIES - Ultrex toners | 03/08/19 | \$490.00    | \$490.00            | 01-1330        | MATERIALS & SUPPLIE | \$10,000.00 | \$4,108.04  |
|   |  |               |          |                                      |          |             | <b>\$490.00</b>     |                |                     |             |             |
| <b>686 Wheat LLC, 1141 Chemawa Road, Keizer, OR, 97303</b>            |  | 5062          | 03/01/19 | STREET SWEEPING                      | 04/01/19 | \$1,975.77  | \$1,975.77          | 02-1319        | STREET SWEEPING     | \$24,000.00 | \$14,371.92 |
|   |  |               |          |                                      |          |             | <b>\$1,975.77</b>   |                |                     |             |             |
| <b>Total Bills To Pay:</b>  |  |               |          |                                      |          |             | <b>\$239,195.20</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 |
|--|-----------|---------------|---|-------------|-------------|-------------|--------------------|---------------------|---------------------|--------------|-------------|
| <b>539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>              |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 3108220   | 03/22/19      | CONTRACTED SERVICES - Astrid Hesberg                                | 04/22/19    | \$674.05    | \$674.05    | 01-1332            | CONTRACTED SERVIC   | \$99,500.00         | \$53,505.11  |             |
|  | 3108220   | 03/22/19      | MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SUPPOR                  | 04/22/19    | \$390.00    | \$390.00    | 03-1312            | MUNICIPAL SEPARATE  | \$2,000.00          | (\$4,500.37) |             |
|  | 3107764   | 03/19/19      | RATE AND SDC STUDY  | 04/19/19    | \$146.25    | \$146.25    | 04-1313            | RATE AND SDC STUDY  | \$10,000.00         | \$5,220.63   |             |
|  | 3107764   | 03/19/19      | RATE AND SDC STUDY  | 04/19/19    | \$146.25    | \$146.25    | 05-1313            | RATE AND SDC STUDY  | \$10,000.00         | \$5,513.12   |             |
|  |           |               |   |             |             |             | <b>\$1,356.55</b>  |                     |                     |              |             |
| <b>327 De Lage Landen Financial Services, Inc., PO Box 41602, Philadelphia, PA, 19101-1602</b> |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 62895805  | 03/18/19      | CONTRACTED SERVICES - Financial services                            | 05/01/19    | \$374.55    | \$374.55    | 01-1332            | CONTRACTED SERVIC   | \$99,500.00         | \$53,505.11  |             |
|  |           |               |   |             |             |             | <b>\$374.55</b>    |                     |                     |              |             |
| <b>272 Earth2O, PO Box 70, Culver, OR, 97734</b>   |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 667924    | 03/27/19      | CITY HALL MAINTENANCE & SUPPLIES                                    | 03/27/19    | \$38.99     | \$38.99     | 01-1309            | CITY HALL MAINTENAN | \$22,000.00         | \$13,451.81  |             |
|  |           |               |   |             |             |             | <b>\$38.99</b>     |                     |                     |              |             |
| <b>575 Kathie Strathern</b>  |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 03212019  | 03/28/19      | LIBRARY SERVICES - Kathie Strathern                                 | 03/28/19    | \$40.00     | \$40.00     | 01-1340            | LIBRARY SERVICES    | \$3,000.00          | \$480.00     |             |
|  |           |               |   |             |             |             | <b>\$40.00</b>     |                     |                     |              |             |
| <b>39 LifeMap Billing, PO Box 6840, Portland, OR, 97228-6840</b>                               |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | IN0438751 | 03/16/19      | DISABILITY INSURANCE  | 04/05/19    | \$139.74    | \$139.74    | 01-1212            | DISABILITY INSURANC | \$3,200.00          | \$1,818.47   |             |
|  |           |               |   |             |             |             | <b>\$139.74</b>    |                     |                     |              |             |
| <b>448 Meribeth Gabell</b>   |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 03282019  | 03/28/19      | LIBRARY SERVICES - Meribeth Gabell                                  | 03/28/19    | \$40.00     | \$40.00     | 01-1340            | LIBRARY SERVICES    | \$3,000.00          | \$480.00     |             |
|  |           |               |   |             |             |             | <b>\$40.00</b>     |                     |                     |              |             |
| <b>581 Pamela Jones</b>  |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 03272019  | 03/28/19      | LIBRARY SERVICES - Pamela Jones                                     | 03/28/19    | \$40.00     | \$40.00     | 01-1340            | LIBRARY SERVICES    | \$3,000.00          | \$480.00     |             |
|  |           |               |   |             |             |             | <b>\$40.00</b>     |                     |                     |              |             |
| <b>447 R.L Reimers Company, 3939 Old Salem Road Suite# 200, Albany, OR, 97321</b>              |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 219501    | 03/04/19      | MORNINGSTAR AND ATI PUMP STATION UPGRADES                           | 04/04/19    | \$62,793.93 | \$62,793.93 | 04-1403            | MORNINGSTAR AND AT  | \$385,000.00        | \$28,382.05  |             |
|  |           |               |   |             |             |             | <b>\$62,793.93</b> |                     |                     |              |             |
| <b>285 Shawna Meekins</b>  |           |               |   |             |             |             |                    |                     |                     |              |             |
|  | 03232019  | 03/28/19      | PARKS & RECREATION - CITIZEN REIMBURSEMENT PROGRAM - Shawna Meekins | 03/28/19    | \$64.00     | \$64.00     | 01-2301            | PARKS & RECREATION  | \$15,000.00         | \$5,754.40   |             |
|  |           |               |   |             |             |             | <b>\$64.00</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 |
|--|----------|---|----------|--|------------|-------------|---------------------|----------------|---------------------|-------------|-------------|
| <b>752 Angela Marie Apple-McConah</b>  |          | 03292019                                  | 04/03/19 | LIBRARY SERVICES - Angela Apple-McConahy                                   | 04/03/19   | \$40.00     | \$40.00             | 01-1340        | LIBRARY SERVICES    | \$3,000.00  | \$360.00    |
|  |          |   |          |  |            |             | <b>\$40.00</b>      |                |                     |             |             |
| <b>539 Barrett Business Services Inc., 421 Water Avenue NE, Albany, OR, 97321</b>      |          | 3109138                                   | 03/29/19 | CONTRACTED SERVICES - Astrid Hesberg                                       | 04/29/19   | \$442.00    | \$442.00            | 01-1332        | CONTRACTED SERVIC   | \$99,500.00 | \$52,456.51 |
| 3109138  | 03/29/19 | 20% CONSULTANTS ENGINEERING - Mark Yeager | 04/29/19 | \$520.00   | \$520.00   | 03-1301     | 20% CONSULTANTS EN  | \$20,000.00    | \$18,960.00         |             |             |
|  |          |   |          |  |            |             | <b>\$962.00</b>     |                |                     |             |             |
| <b>479 Brothers Concrete Cutting, Inc., 1721 Fescue St. SE, Albany, OR, 97322</b>      |          | 154486                                    | 03/19/19 | STREET & ROAD REPAIR - Brothers Concrete Cutting - Core Drill on Evergreen | 04/19/19   | \$250.00    | \$250.00            | 02-1322        | STREET & ROAD REPAI | \$35,000.00 | \$9,477.71  |
|  |          |   |          |  |            |             | <b>\$250.00</b>     |                |                     |             |             |
| <b>607 Business Connections, Inc., P.O. Box 566, Salem, OR, 97308-0566</b>             |          | 072203212019                              | 04/10/19 | TELEPHONE - Business Connections - After Hour phone                        | 05/10/19   | \$42.95     | \$42.95             | 01-1358        | TELEPHONE           | \$7,000.00  | \$4,923.45  |
|  |          |   |          |  |            |             | <b>\$42.95</b>      |                |                     |             |             |
| <b>26 Century Link, PO Box 91155, Seattle, WA,</b>                                     |          | 03202019                                  | 03/20/19 | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL                         | 04/10/19   | \$53.72     | \$53.72             | 04-1328        | SEWER MISCELLANEO   | \$25,000.00 | \$426.46    |
|  |          |   |          |  |            |             | <b>\$53.72</b>      |                |                     |             |             |
| <b>48 Cintas Corporation-172, PO Box 650838, Dallas, TX, 75265-0838</b>                |          | 4018454442                                | 03/19/19 | CITY HALL MAINTENANCE & SUPPLIES - Cintas                                  | 03/29/19   | \$69.61     | \$69.61             | 01-1309        | CITY HALL MAINTENAN | \$22,000.00 | \$13,412.82 |
| 4018454403   | 03/19/19 | PARK SUPPLIES & MAINTENANCE               | 03/29/19 | \$95.79  | \$95.79    | 01-2302     | PARK SUPPLIES & MAI | \$55,000.00    | \$25,721.03         |             |             |
| 4018455541   | 03/19/19 | PARK SUPPLIES & MAINTENANCE - Cintas      | 03/29/19 | \$112.61   | \$112.61   | 01-2302     | PARK SUPPLIES & MAI | \$55,000.00    | \$25,721.03         |             |             |
|  |          |   |          |  |            |             | <b>\$278.01</b>     |                |                     |             |             |
| <b>659 David Evans &amp; Associates, Inc., Dept LA 24340, Pasadena, CA, 91185-4340</b> |          | 440058                                    | 03/19/19 | PCPI EXPENSE   | 04/19/19   | \$1,828.65  | \$1,828.65          | 02-1303        | PCPI EXPENSE        | \$20,000.00 | \$5,756.17  |
| 440058   | 03/19/19 | SEWER PCPI                                | 04/19/19 | \$1,828.65   | \$1,828.65 | 04-1303     | SEWER PCPI          | \$15,000.00    | \$893.81            |             |             |
| 440058   | 03/19/19 | PCPI EXPENSE                              | 04/19/19 | \$1,828.67   | \$1,828.67 | 05-1303     | PCPI EXPENSE        | \$15,000.00    | \$893.79            |             |             |
|  |          |   |          |  |            |             | <b>\$5,485.97</b>   |                |                     |             |             |
| <b>251 Dustin Patton</b>   |          | 04012019                                  | 04/03/19 | TELEPHONE - Cell Phone Reimbursement - Dustin Patton                       | 04/03/19   | \$35.00     | \$35.00             | 01-1358        | TELEPHONE           | \$7,000.00  | \$4,923.45  |
|  |          |   |          |  |            |             | <b>\$35.00</b>      |                |                     |             |             |
| <b>272 Earth20, PO Box 70, Culver, OR, 97734</b>                                       |          | 667923                                    | 03/27/19 | PARK SUPPLIES & MAINTENANCE - Earth20                                      | 04/27/19   | \$7.99      | \$7.99              | 01-2302        | PARK SUPPLIES & MAI | \$55,000.00 | \$25,721.03 |



**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>\$7.99</b>      |                |                        |              |               |  |
| <b>608</b> | <b>Garten Services, Inc., P.O. Box 13970, Salem, OR, 97309</b>                      | M63222        | 03/28/19 | CONTRACTED SERVICES - Garten - March 2019           | 04/28/19 | \$664.92    | \$664.92           | 01-1332        | CONTRACTED SERVIC      | \$99,500.00  | \$52,456.51   |  |
|            |   |               |          |   |          |             | <b>\$664.92</b>    |                |                        |              |               |  |
| <b>1</b>   | <b>Greater Albany Public School District 8J, 718 Seventh Avenue SW, Albany, OR,</b> | 04012019      | 04/01/19 | PMNT TO GAPS - School Excise Tax for FY18-19 Q3     | 04/01/19 | \$49,613.85 | \$49,613.85        | 01-5331        | PMNT TO GAPS           | \$356,400.00 | \$97,717.95   |  |
|            |   |               |          |   |          |             | <b>\$49,613.85</b> |                |                        |              |               |  |
| <b>566</b> | <b>Jake Gabell</b>  | 04012019      | 04/03/19 | TELEPHONE - Cell Phone Reimbursement - Jake Gabell  | 04/03/19 | \$35.00     | \$35.00            | 01-1358        | TELEPHONE              | \$7,000.00   | \$4,923.45    |  |
|            |   |               |          |   |          |             | <b>\$35.00</b>     |                |                        |              |               |  |
| <b>536</b> | <b>Julianne Folin</b>   | 03282019      | 04/04/19 | LIBRARY SERVICES - Julianne Folin                   | 04/04/19 | \$40.00     | \$40.00            | 01-1340        | LIBRARY SERVICES       | \$3,000.00   | \$360.00      |  |
|            |   |               |          |   |          |             | <b>\$40.00</b>     |                |                        |              |               |  |
| <b>20</b>  | <b>Koontz, Perdue, Blasquez &amp; Co., P.C., PO Box 605, Albany, OR, 97321</b>      | 62695         | 03/31/19 | CONTRACTED SERVICES - Payroll Services              | 04/15/19 | \$96.00     | \$96.00            | 01-1332        | CONTRACTED SERVIC      | \$99,500.00  | \$52,456.51   |  |
|            |   |               |          |   |          |             | <b>\$96.00</b>     |                |                        |              |               |  |
| <b>270</b> | <b>Linn County Assessment and Taxation, PO Box 100, Albany, OR, 97321</b>           | 04012019      | 04/01/19 | OFFICE EXPENSES                                     | 04/01/19 | \$35.00     | \$35.00            | 01-1352        | OFFICE EXPENSES        | \$20,000.00  | \$15,382.55   |  |
|            |   |               |          |   |          |             | <b>\$35.00</b>     |                |                        |              |               |  |
| <b>153</b> | <b>Linn County Surveyor, PO Box 100, Albany, OR, 97321</b>                          | 26595         | 03/29/19 | OFFICE EXPENSES                                     | 04/29/19 | \$6.24      | \$6.24             | 01-1352        | OFFICE EXPENSES        | \$20,000.00  | \$15,382.55   |  |
|            |   |               |          |   |          |             | <b>\$6.24</b>      |                |                        |              |               |  |
| <b>27</b>  | <b>Metereaders, LLC., PO Box 1902, Lake Oswego, OR, 97035</b>                       | 8753          | 04/01/19 | O&M TRANSMISSION LINES - Metereaders for March 2019 | 04/01/19 | \$970.20    | \$970.20           | 05-1304        | O&M TRANSMISSION LI    | \$80,000.00  | (\$38,962.86) |  |
|            |   |               |          |   |          |             | <b>\$970.20</b>    |                |                        |              |               |  |
| <b>751</b> | <b>Michele Guidice</b>  | 04022019      | 04/03/19 | LIBRARY SERVICES - Michele Guidice                  | 04/03/19 | \$40.00     | \$40.00            | 01-1340        | LIBRARY SERVICES       | \$3,000.00   | \$360.00      |  |
|            |   |               |          |   |          |             | <b>\$40.00</b>     |                |                        |              |               |  |
| <b>23</b>  | <b>Pacific Power, PO Box 26000, Portland, OR, 97256-0001</b>                        | 04162019      | 03/29/19 | CITY HALL UTILITIES                                 | 04/16/19 | \$1,069.17  | \$1,069.17         | 01-1317        | CITY HALL UTILITIES    | \$15,000.00  | \$3,477.58    |  |
| 04162019   |   | 03/29/19      |          | PARK SUPPLIES & MAINTENANCE                         | 04/16/19 | \$66.79     | \$66.79            | 01-2302        | PARK SUPPLIES & MAI    | \$55,000.00  | \$25,721.03   |  |
| 04152019   |   | 03/28/19      |          | UTILITIES - FIRE STATION - Pacific Power            | 04/15/19 | \$469.55    | \$469.55           | 01-4303        | UTILITIES - FIRE STATI | \$6,000.00   | \$2,982.06    |  |
| 04162019   |   | 03/29/19      |          | STREET LIGHTS POWER                                 | 04/16/19 | \$3,156.79  | \$3,156.79         | 02-1323        | STREET LIGHTS POWER    | \$40,000.00  | \$9,166.25    |  |

**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 |
| 04162019      | 03/29/19   | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL                    | 04/16/19 | \$1,447.63  | \$1,447.63        | 04-1328        | SEWER MISCELLANEO   | \$25,000.00 | \$426.46    |
|               |  |   |          |             | <b>\$6,209.93</b> |                |                     |             |             |
| <b>568</b>    | <b>R &amp; R Tree Service, Inc., 1710 Commercial St NE, Salem, OR, 97301</b> |   |          |             |                   |                |                     |             |             |
| R0260691      | 03/25/19   | MISCELLANEOUS - R&R Tree Service                                      | 04/25/19 | \$1,350.00  | \$1,350.00        | 02-1311        | MISCELLANEOUS       | \$2,000.00  | \$1,976.28  |
|               |  |   |          |             | <b>\$1,350.00</b> |                |                     |             |             |
| <b>66</b>     | <b>Richard Felton</b>  |   |          |             |                   |                |                     |             |             |
| 03292019      | 04/03/19   | LIBRARY SERVICES - Richard Felton                                     | 04/03/19 | \$40.00     | \$40.00           | 01-1340        | LIBRARY SERVICES    | \$3,000.00  | \$360.00    |
|               |  |   |          |             | <b>\$40.00</b>    |                |                     |             |             |
| <b>84</b>     | <b>Ultrex, 110 SW 9th Avenue, Albany, OR, 97321</b>                          |   |          |             |                   |                |                     |             |             |
| INV69766      | 03/27/19   | MATERIALS & SUPPLIES - printer  | 04/27/19 | \$151.39    | \$151.39          | 01-1330        | MATERIALS & SUPPLIE | \$10,000.00 | \$3,618.04  |
|               |  |   |          |             | <b>\$151.39</b>   |                |                     |             |             |
| <b>664</b>    | <b>US Bank Equipment Finance, P.O. Box 790448, St Louis, MO, 63179-0448</b>  |   |          |             |                   |                |                     |             |             |
| 381483205     | 04/01/19   | CONTRACTED SERVICES - printer lease                                   | 04/22/19 | \$120.00    | \$120.00          | 01-1332        | CONTRACTED SERVIC   | \$99,500.00 | \$52,456.51 |
|               |  |   |          |             | <b>\$120.00</b>   |                |                     |             |             |
| <b>700</b>    | <b>US Bank, P.O. Box 790428, St Louis, MO, 63179-0428</b>                    |   |          |             |                   |                |                     |             |             |
| 03202019      | 03/20/19   | CITY HALL MAINTENANCE & SUPPLIES - Knox Box for CH, JG PC             | 04/20/19 | \$351.00    | \$351.00          | 01-1309        | CITY HALL MAINTENAN | \$22,000.00 | \$13,412.82 |
| 03202019      | 03/20/19   | CITY HALL MAINTENANCE & SUPPLIES - Staples copy paper, JG PC          | 04/20/19 | \$117.20    | \$117.20          | 01-1309        | CITY HALL MAINTENAN | \$22,000.00 | \$13,412.82 |
| 03202019      | 03/20/19   | CITY HALL UTILITIES - Compcast, JG PC                                 | 04/20/19 | \$325.91    | \$325.91          | 01-1317        | CITY HALL UTILITIES | \$15,000.00 | \$3,477.58  |
| 03202019      | 03/20/19   | CITY HALL UTILITIES - Verizon bill, iPad data, JG PC                  | 04/20/19 | \$40.01     | \$40.01           | 01-1317        | CITY HALL UTILITIES | \$15,000.00 | \$3,477.58  |
| 03202019      | 03/20/19   | POSTAGE AND SHIPPING - UPS Shipping, JG PC                            | 04/20/19 | \$11.89     | \$11.89           | 01-1327        | POSTAGE AND SHIPPI  | \$1,000.00  | \$230.94    |
| 03202019      | 03/20/19   | POSTAGE AND SHIPPING - UPS Shipping, JG PC                            | 04/20/19 | \$13.68     | \$13.68           | 01-1327        | POSTAGE AND SHIPPI  | \$1,000.00  | \$230.94    |
| 03202019      | 03/20/19   | MATERIALS & SUPPLIES - Amazon Litter Patrol Supplies, JG PC           | 04/20/19 | \$34.44     | \$34.44           | 01-1330        | MATERIALS & SUPPLIE | \$10,000.00 | \$3,618.04  |
| 03202019      | 03/20/19   | MATERIALS & SUPPLIES - Amazon Litter Patrol Supplies, JG PC           | 04/20/19 | \$167.24    | \$167.24          | 01-1330        | MATERIALS & SUPPLIE | \$10,000.00 | \$3,618.04  |
| 03202019      | 03/20/19   | MATERIALS & SUPPLIES - Pollard Water Litter Patrol Supplies, JG PC    | 04/20/19 | \$205.52    | \$205.52          | 01-1330        | MATERIALS & SUPPLIE | \$10,000.00 | \$3,618.04  |
| 03202019      | 03/20/19   | EDUCATION & TRAINING - excel workshop, KW PC                          | 04/20/19 | \$115.00    | \$115.00          | 01-1334        | EDUCATION & TRAININ | \$2,000.00  | \$439.82    |
| 03202019      | 03/20/19   | MEETINGS & TRAINING - ODOT meeting parking, KK PC                     | 04/20/19 | \$7.50      | \$7.50            | 01-1335        | MEETINGS & TRAINING | \$8,000.00  | \$5,887.00  |
| 03202019      | 03/20/19   | MEETINGS & TRAINING - ODOT meeting meal, KK PC                        | 04/20/19 | \$56.08     | \$56.08           | 01-1335        | MEETINGS & TRAINING | \$8,000.00  | \$5,887.00  |
| 03202019      | 03/20/19   | MEETINGS & TRAINING - Costco water/soda for CC and PC meetings, JG PC | 04/20/19 | \$38.74     | \$38.74           | 01-1335        | MEETINGS & TRAINING | \$8,000.00  | \$5,887.00  |

**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   |
|------------|---|---------------|----------|---|----------|-------------|--------------------|----------------|---------------------|-------------|---------------|
|            |   | 03202019      | 03/20/19 | MEETINGS & TRAINING - city management meeting with albany, meal, KK PC                  | 04/20/19 | \$34.25     | \$34.25            | 01-1335        | MEETINGS & TRAINING | \$8,000.00  | \$5,887.00    |
|            |   | 03202019      | 03/20/19 | MEETINGS & TRAINING - Stormwater summit meeting - JB PC                                 | 04/20/19 | \$195.00    | \$195.00           | 01-1335        | MEETINGS & TRAINING | \$8,000.00  | \$5,887.00    |
|            |   | 03202019      | 03/20/19 | DUES & SUBSCRIPTIONS - Millersburg News, KW PC  | 04/20/19 | \$15.00     | \$15.00            | 01-1336        | DUES & SUBSCRIPTIO  | \$9,000.00  | \$2,158.71    |
|            |   | 03202019      | 03/20/19 | OFFICE EXPENSES - CH office supplies from Staples, JG PC                                | 04/20/19 | \$15.96     | \$15.96            | 01-1352        | OFFICE EXPENSES     | \$20,000.00 | \$15,382.55   |
|            |   | 03202019      | 03/20/19 | OFFICE EXPENSES - City website hosting, KW PC   | 04/20/19 | \$15.95     | \$15.95            | 01-1352        | OFFICE EXPENSES     | \$20,000.00 | \$15,382.55   |
|            |   | 03202019      | 03/20/19 | OFFICE EXPENSES - Coffee cups, KW PC  | 04/20/19 | \$25.29     | \$25.29            | 01-1352        | OFFICE EXPENSES     | \$20,000.00 | \$15,382.55   |
|            |   | 03202019      | 03/20/19 | OFFICE EXPENSES - CH supplies, JG CP  | 04/20/19 | \$11.99     | \$11.99            | 01-1352        | OFFICE EXPENSES     | \$20,000.00 | \$15,382.55   |
|            |   | 03202019      | 03/20/19 | PARK SUPPLIES & MAINTENANCE - restroom log holders, KW PC                               | 04/20/19 | \$32.99     | \$32.99            | 01-2302        | PARK SUPPLIES & MAI | \$55,000.00 | \$25,721.03   |
|            |   | 03202019      | 03/20/19 | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Manhole cover hook, JG PC          | 04/20/19 | \$41.99     | \$41.99            | 04-1328        | SEWER MISCELLANEO   | \$25,000.00 | \$426.46      |
|            |   | 03202019      | 03/20/19 | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Lift station fence supplies, JG PC | 04/20/19 | \$34.77     | \$34.77            | 04-1328        | SEWER MISCELLANEO   | \$25,000.00 | \$426.46      |
|            |   | 03202019      | 03/20/19 | SEWER MISCELLANEOUS EXPENSES AND LIFT STATION UTIL - Lift station fence supplies, JG PC | 04/20/19 | \$29.60     | \$29.60            | 04-1328        | SEWER MISCELLANEO   | \$25,000.00 | \$426.46      |
|            |   | 03202019      | 03/20/19 | O&M TRANSMISSION LINES - hydrant wrench, JG PC  | 04/20/19 | \$201.70    | \$201.70           | 05-1304        | O&M TRANSMISSION LI | \$80,000.00 | (\$38,962.86) |
|            |   |               |          |   |          |             | <b>\$2,138.70</b>  |                |                     |             |               |
| <b>328</b> | <b>Valley Merchant Police, Inc, PO Box 14, Albany, OR, 97321</b>      |               |          |   |          |             |                    |                |                     |             |               |
|            |   | 273608        | 03/31/19 | CONTRACTED SERVICES, Valley Merchant Police - March Lock/Unlock Gate                    | 04/30/19 | \$246.00    | \$246.00           | 01-1332        | CONTRACTED SERVIC   | \$99,500.00 | \$52,456.51   |
|            |   |               |          |   |          |             | <b>\$246.00</b>    |                |                     |             |               |
| <b>223</b> | <b>Wallace W. Lien, P.C., P.O. Box 5730, Salem, OR, 97304</b>         |               |          |   |          |             |                    |                |                     |             |               |
|            |   | 03252019      | 03/25/19 | LEGAL SERVICES  | 04/25/19 | \$2,800.00  | \$2,800.00         | 01-1339        | LEGAL SERVICES      | \$75,000.00 | \$70,677.93   |
|            |   |               |          |   |          |             | <b>\$2,800.00</b>  |                |                     |             |               |
| <b>85</b>  | <b>Xterma Pest Control, Inc., P.O. Box 321, Sweet Home, OR, 97386</b> |               |          |   |          |             |                    |                |                     |             |               |
|            |   | 03292019      | 03/29/19 | CONTRACTED SERVICES - Xterma Quarterly service  | 04/10/19 | \$50.00     | \$50.00            | 01-1332        | CONTRACTED SERVIC   | \$99,500.00 | \$52,456.51   |
|            |   |               |          |   |          |             | <b>\$50.00</b>     |                |                     |             |               |
|            |   |               |          |   |          |             | <b>\$71,762.87</b> |                |                     |             |               |
|            |   |               |          | <b>Total Bills To Pay:</b>  |          |             |                    |                |                     |             |               |

**CORPORATE ACCOUNT ACTIVITY**

|                            |             |                         |                                |                                 |  |
|----------------------------|-------------|-------------------------|--------------------------------|---------------------------------|--|
| <b>CITY OF MILLERSBURG</b> |             |                         |                                | <b>TOTAL CORPORATE ACTIVITY</b> |  |
| Post Tran                  |             |                         |                                | \$2,890.23 CR                   |  |
| <b>Date</b>                | <b>Date</b> | <b>Reference Number</b> | <b>Transaction Description</b> | <b>Amount</b>                   |  |
| 03-20                      | 03-18       | 74798269079000000002673 | PAYMENT - THANK YOU 00000 C    | 2,890.23 PY                     |  |

**NEW ACTIVITY**

|                      |             |                         |                                |                 |                       |
|----------------------|-------------|-------------------------|--------------------------------|-----------------|-----------------------|
| <b>JANELLE BOOTH</b> |             | <b>CREDITS</b>          | <b>PURCHASES</b>               | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
| Post Tran            |             | \$0.00                  | \$195.00                       | \$0.00          | \$195.00              |
| <b>Date</b>          | <b>Date</b> | <b>Reference Number</b> | <b>Transaction Description</b> | <b>Amount</b>   |                       |
| 03-12                | 03-11       | 24492159070894869385419 | PAYPAL *ACWA 402-935-7733 CA   | 195.00          |                       |

|   |                       |                        |                           |                 |
|---|-----------------------|------------------------|---------------------------|-----------------|
| <b>CUSTOMER SERVICE CALL</b><br><br>800-344-5696  | <b>ACCOUNT NUMBER</b> |                        | <b>ACCOUNT SUMMARY</b>    |                 |
|   | <b>STATEMENT DATE</b> | <b>DISPUTED AMOUNT</b> | PREVIOUS BALANCE          | 2,890.23        |
|   | 03/20/19              | .00                    | PURCHASES & OTHER CHARGES | 2,138.70        |
| <b>SEND BILLING INQUIRIES TO:</b><br><br>U.S. BANK<br>P.O. Box 6335<br>Fargo, ND 58125-6335 | <b>AMOUNT DUE</b>     |                        | CASH ADVANCES             | .00             |
|   | <b>2,138.70</b>       |                        | CASH ADVANCE FEES         | .00             |
|   |                       |                        | LATE PAYMENT CHARGES      | .00             |
|   |                       |                        | CREDITS                   | .00             |
|   |                       |                        | PAYMENTS                  | 2,890.23        |
|   |                       |                        | <b>ACCOUNT BALANCE</b>    | <b>2,138.70</b> |

**received**  
3/29/19

**PAID**  
APR 08 2019  
**PAID**

*[Handwritten signature]*



|                                   |
|-----------------------------------|
| Company Name: CITY OF MILLERSBURG |
| Corporate Account Number:         |
| Statement Date: 03-20-2019        |

| NEW ACTIVITY               |           |                         |   |                 |                       |
|----------------------------|-----------|-------------------------|---|-----------------|-----------------------|
| <b>JAKE GABELL</b>         |           | <b>CREDITS</b>          | <b>PURCHASES</b>                        | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                            |           | \$0.00                  | \$1,641.64                              | \$0.00          | \$1,641.64            |
| Post Date                  | Tran Date | Reference Number        | Transaction Description                 | Amount          |                       |
| 02-21                      | 02-21     | 24692169052100915507215 | AMAZON.COM*MI6LV9VD1 AMZN.COM/BILL WA   | 15.96 v         |                       |
| 03-01                      | 02-28     | 24493989059207318902177 | THE KNOX COMPANY 623-687-2300 AZ        | 351.00          |                       |
| 03-04                      | 03-01     | 24164079060105287131197 | STAPLES 877-8267755 NJ                  | 117.20          |                       |
| 03-04                      | 03-04     | 24692169063100595162338 | AMAZON.COM*MI0D69UT1 AMZN.COM/BILL WA   | 41.99           |                       |
| 03-05                      | 03-05     | 24692169064100248269133 | AMAZON.COM*MI2TQ3B42 AMZN.COM/BILL WA   | 11.99           |                       |
| 03-07                      | 03-05     | 24610439065010182175490 | THE HOME DEPOT #4009 ALBANY OR          | 29.60           |                       |
| 03-11                      | 03-07     | 24610439067010182264292 | THE HOME DEPOT #4009 ALBANY OR          | 34.77           |                       |
| 03-11                      | 03-08     | 24692169067100129875583 | VZWLSS*APOCC VISB 800-922-0204 FL       | 40.01           |                       |
| 03-11                      | 03-08     | 24692169067100194568857 | UPS*1ZN09PT60228906039 800-811-1648 GA  | 13.68           |                       |
| 03-11                      | 03-08     | 24692169067100194568865 | UPS*1ZN09PT60230857623 800-811-1648 GA  | 11.89           |                       |
| 03-13                      | 03-12     | 24435659071839769511679 | POLLARDWATER.COM #3326 844-872-3857 NY  | 201.70          |                       |
| 03-14                      | 03-14     | 24692169073100543709428 | COMCAST CABLE COMM 800-COMCAST OR       | 325.91          |                       |
| 03-18                      | 03-15     | 24435659074839771417144 | POLLARDWATER.COM #3325 844-872-3857 WA  | 205.52          |                       |
| 03-18                      | 03-16     | 24692169075100644493599 | AMAZON.COM*MW86D6TB1 AMZN.COM/BILL WA   | 167.24          |                       |
| 03-19                      | 03-18     | 24692169077100243876150 | AMAZON.COM*MW63E8FF2 AMZN.COM/BILL WA   | 34.44           |                       |
| 03-20                      | 03-19     | 24431069079898000087327 | COSTCO WHSE #0682 ALBANY OR             | 38.74           |                       |
| <b>KEVIN KREITMAN</b>      |           | <b>CREDITS</b>          | <b>PURCHASES</b>                        | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                            |           | \$0.00                  | \$97.83                                 | \$0.00          | \$97.83               |
| Post Date                  | Tran Date | Reference Number        | Transaction Description                 | Amount          |                       |
| 02-25                      | 02-21     | 24717059053160535823775 | RAM RESTAURANT SALEM SALEM OR           | 56.08           |                       |
| 02-25                      | 02-21     | 24717059053170533201890 | SALEM PARKING METERS SALEM OR           | 7.50            |                       |
| 03-08                      | 03-08     | 24767259067000001691752 | FIRST BURGER ALBANY OR                  | 34.25           |                       |
| <b>KIMBERLY WOLLENBURG</b> |           | <b>CREDITS</b>          | <b>PURCHASES</b>                        | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                            |           | \$0.00                  | \$204.23                                | \$0.00          | \$204.23              |
| Post Date                  | Tran Date | Reference Number        | Transaction Description                 | Amount          |                       |
| 03-08                      | 03-07     | 24717059067640670824757 | LEE NEWSPAPERS E PAY 844-3042843 IA     | 15.00           |                       |
| 03-11                      | 03-08     | 24906419067069477499802 | EIG*SITE5.COM 866-8975421 TX            | 15.95           |                       |
| 03-15                      | 03-14     | 24692169073100830114381 | AMZN MKTP US*MI4TG4162 AMZN.COM/BILL WA | 32.99           |                       |
| 03-15                      | 03-15     | 24692169074100168217631 | AMZN MKTP US*MW3TN7JJ1 AMZN.COM/BILL WA | 25.29           |                       |
| 03-18                      | 03-15     | 24692169074100323012257 | TCD*CENGAGE LEARNING 800-354-9706 KY    | 115.00          |                       |

Department: 00000 Total: \$2,138.70  
 Division: 00000 Total: \$2,138.70



U.S. BANK  
 P. O. Box 6343  
 Fargo, ND 58125-6343



ACCOUNT NUMBER

AMOUNT DUE \$0.00



000002833 01 SP 0.560 106481953526581 P

JANELLE BOOTH  
 CITY OF MILLERSBURG  
 4222 OLD SALEM ROAD  
 ALBANY OR 97321-7377

"MEMO STATEMENT ONLY"  
 DO NOT REMIT PAYMENT

**MESSAGES:**

| TRAN DATE | POST DATE | MCC CODE | TRANSACTION DESCRIPTION      | REFERENCE #             | AMOUNT |
|-----------|-----------|----------|------------------------------|-------------------------|--------|
| 03-11     | 03-12     | 8641     | PAYPAL *ACWA 402-935-7733 CA | 24492159070894869385419 | 195.00 |

|   |                            |                               |                 |
|---|----------------------------|-------------------------------|-----------------|
| CUSTOMER SERVICE CALL<br><br><b>800-344-5696</b>  | ACCOUNT NUMBER             | ACCOUNT SUMMARY               |                 |
|   | STATEMENT DATE<br>03/20/19 | PURCHASES, FEES & ADJUSTMENTS | \$195.00        |
| <b>MANAGING ACCOUNT NUMBER</b><br><b>CONTACT AND ADDRESS</b><br>CITY OF MILLERSBURG<br>KIM WOLLENBURG<br>4222 OLD SALEM RD<br>ALBANY , OR 97321 |                            | CHECKS/CASH ADVANCES          | \$0.00          |
|   |                            | DISPUTE AMOUNT                | \$0.00          |
|   |                            | CREDITS                       | \$0.00          |
|   |                            | <b>STATEMENT TOTAL</b>        | <b>\$195.00</b> |



### Consolidated Summary Statement

**Account Statement**  
For the Month Ending **March 31, 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<br>W PARK ZUHL | 93,740.38              | 218.94              | 0.00               | 93,959.32              | 218.94             |
| 3063                  | MILLERSBURG EAGLES<br>NEST/MILLERSBURG DR  | 331,967.02             | 775.35              | 0.00               | 332,742.37             | 775.35             |
| 3064                  | CITY OF MILLERSBURG STREET<br>SDCS         | 1,028,395.68           | 2,401.94            | 0.00               | 1,030,797.62           | 2,401.94           |
| 3065                  | CITY OF MILLERSBURG PARK SDCS              | 327,933.66             | 765.93              | 0.00               | 328,699.59             | 765.93             |
| 3839                  | MILLERSBURG CITY OF/WETLANDS<br>PROJECT    | 26,935.33              | 62.91               | 0.00               | 26,998.24              | 62.91              |
| 5809                  | MILLERSBURG CITY OF                        | 11,235,072.82          | 269,723.52          | (2.10)             | 11,504,794.24          | 26,423.09          |
| <b>Total</b>          |  | <b>\$13,044,044.89</b> | <b>\$273,948.59</b> | <b>(\$2.10)</b>    | <b>\$13,317,991.38</b> | <b>\$30,648.16</b> |



# 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: March**

|  |      |
|--|------|
| TRAFFIC CITATIONS: _____                 | 4    |
| TRAFFIC WARNINGS: _____                  | 11   |
| TRAFFIC CRASHES: _____                   | 1    |
| ADULTS CITED/VIOLATIONS: _____           | 0    |
| ADULTS ARRESTED : _____                  | 4    |
| JUVENILES CITED/VIOLATIONS: _____        | 0    |
| JUVENILES ARRESTED: _____                | 0    |
| COMPLAINTS/INCIDENTS INVESTIGATED: _____ | 112  |
| TRAFFIC HOURS: _____                     | 9.50 |
| ADMINISTRATION HOURS: _____              | 1    |

**TOTAL HOURS SPENT: MILLERSBURG 155**

**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: April 4, 2019 for Council Meeting April 9, 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.

### **Parks Master Plan:**

Several tasks for the Parks Master Plan have been completed or are in progress:

- The community survey has been launched. Hard copies are being mailed to each home, and it is available at the link below. The survey should start showing up in mailboxes around April 5-6.  
<https://www.surveymonkey.com/r/DGSGVLB>
- The project web page was published and a link was added to the City of Millersburg website. <http://cityofmillersburg.org/millersburg-parks-master-plan/>
- A flyer has been developed for distribution at City Hall and has been posted on NextDoor.
- The first stakeholder meeting is scheduled for 4/9 and will include youth sports organizations, Greater Albany Public School District, Boys and Girls Club, and YMCA.
- A Parks Committee meeting is being scheduled for 4/18.
- A Public Meeting (Open House) is scheduled for 5/7.

In addition, we have received an application from a citizen who would like to join the Parks Committee. The application is attached to this memo for Council consideration of appointment. The committee may have up to 12 members and currently includes 10.

### **I-5/Old Salem Road Guardrail:**

ODOT has re-evaluated the request for guardrail along the interface between I-5 and Old Salem Road. The reason there is currently no guardrail at this location is that there has not been a significant modification project to I-5 in this area for

many years. When a project is done, guardrails in the area are extended/upgraded. Outside of being done as part of a project, ODOT can do safety upgrades where warranted based on crash history. Because there is a limited pool of funding for these types of projects, they must be prioritized based on crash history data; the very low crash incidence in this location means that this project does not compete as a stand-alone project for ODOT funding.

Although they are unable fund a guardrail project here based on the data, ODOT's maintenance division is going to install additional delineator posts to provide better visibility along this stretch within the next several months. ODOT will also provide an update to the original guardrail estimate based upon the ODOT maintenance department delivering the work (the previous estimate was based on contracting the work as an ODOT Project, which may have inflated the cost). If Council feels the guardrail is a priority, the City could consider the funding the project. Once available, the estimate will be provided for Council consideration.

**Capital Improvements Program (CIP):**

Staff have completed the draft update of 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.

**Woods Road:**

Portions of Woods Road for approximately 600 feet south of Sonora Drive have been excavated to repair a settled trench caused by a water service leak. Over the past several weeks, additional settlement has occurred and more areas excavated and recompacted.

Unrelated to this issue, asphalt failure is occurring at the intersection of Sonora Dr. and Woods Road due to a culvert that was damaged prior to 2007. The culvert was repaired in 2017, but the damage done to the subgrade structure has compromised the integrity of the road. Since a portion of this area is going to be repaved for the settled trench, the City has requested the contractor provide an estimate for replacing this culvert and repaving the entire intersection.

Due to the time of year, weather conditions, and asphalt availability, restoration of the road surface has taken longer than normal. 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.

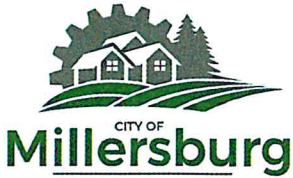
| ID | Task Mode | Task Name   | Duration   | Start       | Finish       | Predecessors | Resource Names       |
|----|-----------|---|------------|-------------|--------------|--------------|----------------------|
| 1  |           | <b>Millersburg Tasks</b>  |            |             |              |              |                      |
| 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   | 54 days    | Mon 1/21/19 | Thu 4/4/19   |              |                      |
| 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   | 50 days    | Wed 1/2/19  | Tue 3/12/19  |              | 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 policies  |            |             |              |              | 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   | 77 days    | Mon 1/14/19 | Tue 4/30/19  |              | 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  | 51 days    | Mon 1/14/19 | Mon 3/25/19  |              | Jake                 |
| 30 |           | Develop proposed budget   | 60 days    | Mon 1/28/19 | Fri 4/19/19  |              |                      |
| 31 |           | Adopt budget  | 55 days    | Mon 4/15/19 | Fri 6/28/19  |              |                      |
| 32 |           | CIP update  | 105 days   | Mon 2/4/19  | Fri 6/28/19  |              | 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>   | 260 days   | Wed 1/2/19  | Tue 12/31/19 |              |                      |
| 40 |           | <b>Council Chambers</b>   |            |             |              |              |                      |
| 41 |           | Upgrade audio and video system  | 128 days   | Wed 1/2/19  | Fri 6/28/19  |              |                      |
| 42 |           | Council dias  |            |             |              |              |                      |
| 43 |           | Consider new audience chairs?   |            |             |              |              |                      |
| 44 |           | Records Room reorganization - rolling files                                   | 128 days   | Wed 1/2/19  | Fri 6/28/19  |              | Kim, Kevin           |
| 45 |           | Office space modifications  | 128 days   | Wed 1/2/19  | Fri 6/28/19  |              | Kevin, Kim           |
| 46 |           | Upgrade phone system?   |            |             |              |              | Jake                 |
| 47 |           | Broadband   |            |             |              |              | Kevin                |
| 48 |           | Walking path around north end of City Hall                                    |            |             |              |              |                      |
| 49 |           | Security cameras on City Hall exterior  |            |             |              |              |                      |
| 50 |           |   |            |             |              |              |                      |
| 51 |           | <b>Planning, Building, and Development</b>                                    | 260 days   | Wed 1/2/19  | Tue 12/31/19 |              |                      |
| 52 |           | Complete Land Use Development Code Revision                                   | 127.25 day | Wed 1/2/19  | Fri 6/28/19  |              | John Morgan          |
| 53 |           | Consider UGB expansion  |            | Wed 1/2/19  |              |              | John, Kevin, Janelle |
| 54 |           | Update planning fees  |            |             |              |              | John, Matt           |
| 55 |           | Ability to get on County online system for building permit                    | 84 days    | Tue 7/2/19  | Fri 10/25/19 |              | Kevin, Janelle       |
| 56 |           | Engineering standards   | 105 days   | Mon 2/4/19  | Fri 6/28/19  |              | Janelle              |



| ID  | Task Mode | Task Name  | Duration        | Start              | Finish              | Predecessors | Resource Names           |
|-----|-----------|--|-----------------|--------------------|---------------------|--------------|--------------------------|
| 57  |           | Connection Fees/Reimbursement Agreement  | 95 days         | Wed 1/2/19         | Tue 5/14/19         |              | Janelle,Jeff             |
| 58  |           | Buildable Lands Inventory and Housing Needs Analysis   |                 |                    |                     |              |                          |
| 59  |           |  |                 |                    |                     |              |                          |
| 60  |           | <b>Economic Development</b>  | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              |                          |
| 61  |           | Consider business license  |                 |                    |                     |              |                          |
| 62  |           | Access to City property west of tracks   |                 |                    |                     |              |                          |
| 63  |           | Consider fuel tax  |                 |                    |                     |              |                          |
| 64  |           | Consider transient room tax  |                 |                    |                     |              |                          |
| 65  |           | Wetland delineation for city owned property  | 207 days        | Mon 3/18/19        | Tue 12/31/19        |              |                          |
| 66  |           |  |                 |                    |                     |              |                          |
| 67  |           | <b>Fire Station Permanent</b>  | <b>247 days</b> | <b>Mon 1/21/19</b> | <b>Tue 12/31/19</b> |              |                          |
| 68  |           | Select Site  | 95 days         | Mon 1/21/19        | Fri 5/31/19         |              | Kevin,Janelle            |
| 69  |           | Select Architect   | 113 days        | Mon 2/25/19        | Wed 7/31/19         |              | Kevin,Janelle            |
| 70  |           | Preliminary Design   | 172 days        | Mon 5/6/19         | Tue 12/31/19        |              | Kevin,Janelle            |
| 71  |           |  |                 |                    |                     |              |                          |
| 72  |           | <b>Parks</b>   | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              |                          |
| 73  |           | Review reservation fees  | 128 days        | Wed 1/2/19         | Fri 6/28/19         |              | Jake                     |
| 74  |           | Park safety inspection checklist   | 63 days         | Wed 1/2/19         | Fri 3/29/19         |              | Janelle,Sean             |
| 75  |           | <b>Parks Master Plan</b>   | <b>217 days</b> | <b>Wed 1/2/19</b>  | <b>Thu 10/31/19</b> |              | Janelle                  |
| 76  |           | Parks Maintenance Plan   | 63 days         | Wed 1/2/19         | Fri 3/29/19         |              | Janelle                  |
| 77  |           | Remote control of irrigation system  |                 |                    |                     |              |                          |
| 78  |           |  |                 |                    |                     |              |                          |
| 79  |           | <b>Utilities</b>   | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              | Kevin,Janelle,consultant |
| 80  |           | New utility billing and GL system selection  |                 |                    | Fri 6/28/19         |              | Kim                      |
| 81  |           | <b>Rates</b>   | <b>128 days</b> | <b>Wed 1/2/19</b>  | <b>Fri 6/28/19</b>  |              |                          |
| 82  |           | Water  | 108 days        | Wed 1/2/19         | Fri 5/31/19         |              |                          |
| 83  |           | Sewer  | 108 days        | Wed 1/2/19         | Fri 5/31/19         |              |                          |
| 84  |           | Stormwater   | 85 days         | Mon 3/4/19         | Fri 6/28/19         |              |                          |
| 85  |           | <b>SDCs</b>  | <b>217 days</b> | <b>Wed 1/2/19</b>  | <b>Thu 10/31/19</b> |              |                          |
| 86  |           | Water  | 108 days        | Wed 1/2/19         | Fri 5/31/19         |              |                          |
| 87  |           | Sewer  | 108 days        | Wed 1/2/19         | Fri 5/31/19         |              |                          |
| 88  |           | Streets  | 86 days         | Fri 2/1/19         | Fri 5/31/19         |              |                          |
| 89  |           | Stormwater   | 106 days        | Fri 2/1/19         | Fri 6/28/19         |              |                          |
| 90  |           | Parks  | 39 days         | Mon 9/9/19         | Thu 10/31/19        |              |                          |
| 91  |           |  |                 |                    |                     |              |                          |
| 92  |           | <b>Stormwater</b>  | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              |                          |
| 93  |           | Complete Stormwater Master Plan  | 15 days         | Wed 1/2/19         | Tue 1/22/19         |              |                          |
| 94  |           | TMDL matrix revision   | 51 days         | Mon 1/21/19        | Mon 4/1/19          |              |                          |
| 95  |           | Stormwater/drainage flyer  | 105 days        | Mon 2/4/19         | Fri 6/28/19         |              |                          |
| 96  |           | Crooks Creek north trib project  | 194 days        | Mon 2/4/19         | Thu 10/31/19        |              |                          |
| 97  |           | Stormfilter cartridges at Crooks Creek on Millersburg drive - regular checking/cleaning/replacement plan | 128 days        | Wed 1/2/19         | Fri 6/28/19         |              | Janelle                  |
| 98  |           | Have Millersburg storm drain facilities added to Albany GIS system                                       | 128 days        | Wed 1/2/19         | Fri 6/28/19         |              | Janelle                  |
| 99  |           | Erosion Control Permit Program   | 150 days        | Mon 2/4/19         | Fri 8/30/19         |              | Janelle                  |
| 100 |           | Develop inspection and maintenance program   | 105 days        | Mon 2/4/19         | Fri 6/28/19         |              | Janelle                  |
| 101 |           |  |                 |                    |                     |              |                          |
| 102 |           | <b>Water</b>   | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              |                          |
| 103 |           | Evaluate DRC contract  | 45 days         | Mon 4/1/19         | Fri 5/31/19         |              | Janelle                  |
| 104 |           | Water master plan - submit finance component   | 128 days        | Wed 1/2/19         | Fri 6/28/19         |              | Janelle                  |
| 105 |           | Annual water audit   | 82 days         | Mon 1/7/19         | Tue 4/30/19         |              | Janelle, Kim             |
| 106 |           | Consider weather station on park irrigation system   | 108 days        | Wed 1/2/19         | Fri 5/31/19         |              | Janelle, Sean            |
| 107 |           | OHA requirements tracking  | 260 days        | Wed 1/2/19         | Tue 12/31/19        |              | Janelle                  |
| 108 |           |  |                 |                    |                     |              |                          |
| 109 |           | <b>Sewer</b>   | <b>260 days</b> | <b>Wed 1/2/19</b>  | <b>Tue 12/31/19</b> |              |                          |
| 110 |           | Manhole grouting   | 18 days         | Wed 1/2/19         | Fri 1/25/19         |              | Janelle                  |
| 111 |           | Finish lift station project  | 85 days         | Wed 1/2/19         | Tue 4/30/19         |              | Janelle                  |
| 112 |           | Evaluate flow monitoring contract  | 45 days         | Mon 4/1/19         | Fri 5/31/19         |              | Janelle                  |

| ID  | Task Mode | Task Name  | Duration        | Start             | Finish              | Predecessor | Resource Names |
|-----|-----------|--|-----------------|-------------------|---------------------|-------------|----------------|
| 113 |           | Reuse water study  | 260 days        | Wed 1/2/19        | Tue 12/31/19        |             | Janelle, Kevin |
| 114 |           |  |                 |                   |                     |             |                |
| 115 |           | <b>Transportation/Streets</b>                                      | <b>260 days</b> | <b>Wed 1/2/19</b> | <b>Tue 12/31/19</b> |             |                |
| 116 |           | Bridge and pavement reporting to ODOT                              | 23 days         | Wed 1/2/19        | Fri 2/1/19          |             | Janelle        |
| 117 |           | Street striping program  | 109 days        | Wed 1/2/19        | Mon 6/3/19          |             | Janelle        |
| 118 |           | Crack seal/slurry seal program                                     | 109 days        | Wed 1/2/19        | Mon 6/3/19          |             | Janelle        |
| 119 |           | OSR/I-5 guardrail evaluation                                       |                 |                   | Fri 5/31/19         |             | Janelle        |
| 120 |           |  |                 |                   |                     |             |                |
| 121 |           | <b>Miscellaneous</b>   | <b>260 days</b> | <b>Wed 1/2/19</b> | <b>Tue 12/31/19</b> |             |                |
| 122 |           | Newsletter   | 260 days        | Wed 1/2/19        | Tue 12/31/19        |             | Kim            |
| 123 |           | Post utility rate and SDC info to website once changes are adopted | 175 days        | Mon 4/1/19        | Fri 11/29/19        |             | Janelle, Kim   |
| 124 |           | Change city name for addressing                                    |                 |                   | Tue 6/30/20         |             | Kevin          |
| 125 |           | Complaint form   | 1 day           | Wed 1/2/19        | Wed 1/2/19          |             |                |
| 126 |           |  |                 |                   |                     |             |                |
| 127 |           | <b>HR</b>  | <b>85 days</b>  | <b>Wed 1/2/19</b> | <b>Tue 4/30/19</b>  |             |                |
| 128 |           | Annual evaluation form   | 22 days         | Wed 1/2/19        | Thu 1/31/19         |             | Kevin, Janelle |
| 129 |           | Update employee manual   | 95 days         | Wed 1/2/19        | Tue 5/14/19         |             | Kevin, Forrest |
| 130 |           | Update maintenance job descriptions                                | 85 days         | Wed 1/2/19        | Tue 4/30/19         |             | Janelle        |





# COMMISSION AND COMMITTEE APPLICATION

(Please print legibly or type)

RECEIVED  
MAR 20 2019  
BY: .....

CITY HALL  
4222 Old Salem Road NE  
Albany, OR 97321  
www.cityofmillersburg.org

(541)928-4523

**Commission and/or Committee Preference:**

Parks Committee / Event Planning Committee / Planning Committee  
*(list all for which you are applying)* Budget Committee

Name: John Elder

Preferred First Name: John

**Residential Information:**

Home Address: 6206 Mesa Ct.  
Albany Oregon 97321

Phone: 541-971-7019

Cellular: 541-971-7019

E-mail: elderjj@hotmail.com

Fax: \_\_\_\_\_

(Optional)

**Employment Information:**

Employer's Name: Selmet Inc.

Work Address: 33992 SE Seven Mile Lane  
Albany, OR, 97322

Phone: 541-917-7229

Cellular: 541-971-7019

E-mail: Johne@Selmetinc.com

Fax: \_\_\_\_\_

(Optional)

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

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

I've been a Mechanical Project Engineer for the past 15 years with 10 of those years at ATI Millersburg. I have done hundreds of Projects in that time frame coordinating with local Contractors. I understand how to budget, schedule, and execute projects. In addition, I've designed many mechanical systems and worked closely with Civil Engineers to design infrastructure for many projects including buildings and piping systems. I created CAD design as well as read and reviewed countless prints.

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

I've been a little league/JBO baseball coach for going on my fifth year this year. I've also coached basketball through the Boy's and Girl's club. I've coached Wrestling through West Albany kids mat club for 5 years now.

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

As a local resident of the Millersburg area with small children that use the park facilities I have first hand experience with it's deficiencies and have ideas on how to work to better the park for all users of the park. I believe my background in Engineering will help the committee understand some of the issues we could face and how to overcome those issues.

- What contributions do you hope to make?

Give input on some areas that need addressed. Give intelligent and thorough review of ideas before implemented.



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



#### Guide for Public Officials



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

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

Signature of Applicant

3/20/19

Date



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: April 1, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Linn County Enterprise Zone Applications for Extended Property Tax Agreements

Action Requested:

Adoption of the attached resolutions for Linn County Enterprise Zone applications.

Discussion:

In February 2019, the City of Millersburg and Linn County, who are the co-sponsors of the Linn County Enterprise Zone, took action to expand the zone boundary to accommodate two new projects in Linn County. As a co-sponsor with Linn County, we are required to pass the attached resolutions for the proposed projects applications.

Attached are letters and resolutions from John Pascone outlining the applications for Peoria Gardens which is one of the projects Council took action on in February as part of the expansion of the zone and Selmet Inc., an existing member of the zone. John Pascone will be in attendance to review this item should there be any questions.

Budget Impact:

No impact for the City of Millersburg.

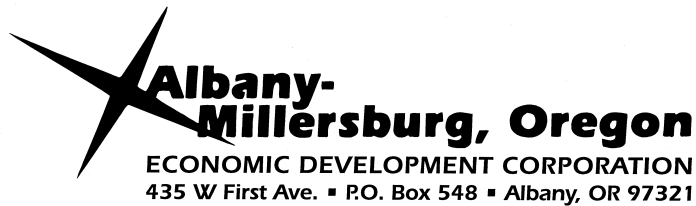
Recommendation:

Approval and adoption of the attached Resolutions for Extended Property Tax Agreements.

Attachment(s):

- Memos: Enterprise Zone Applications for Extended Property Tax Agreements
- Resolution 2019-8 - Agreement for Oregon Enterprise Zone Extended Abatement (Peoria)
- Resolution 2019-9 - Agreement for Oregon Enterprise Zone Extended Abatement (Selmet)





## Memo

Date: March 7, 2019

To: Linn County Enterprise Zone Co-Sponsors  
Roger Nyquist Linn County  
Kevin Kreitman City of Millersburg

From: John Pascone, President

Subject: Selmet Inc Enterprise Zone Application  
and Extended Abatement Agreement

Selmet is planning on making an investment of \$15 million which includes building renovations of \$6 mil. and installing new equipment of \$9 mil. and hiring 100 new employees. They have completed an Enterprise Zone Authorization Application dated November 19, 2018.

Under regular enterprise zone exemption rules the company is required to add 10% to their existing workforce in the zone so they would need to hire 70 employees. The company plans on hiring at least 100 new employees which would satisfy the job creation requirements. The regular property tax exemption is for 3 years.

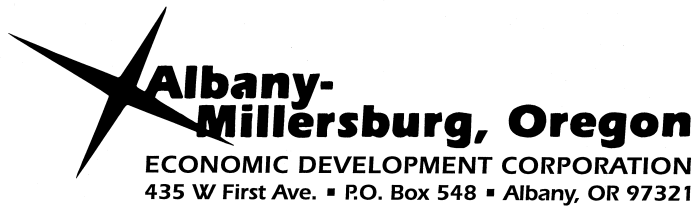
For companies that agree to hire and pay wages and benefits in excess of 150% of Linn County's Average Annual Wage, the firm can qualify for an additional 2 years. The current required number can be found in the agreement.

Attached is a draft resolution which needs to be passed by each co-sponsor. The zone manager (me) and the county assessor's representative (Mark Wilkinson) cannot officially approve the company's application until the extended resolution is approved by the co-sponsors.

Please contact me if you have any questions. When you have the matter scheduled let me know and I will attend to present it on behalf of the company.

Thank you,

John



## Memo

Date: March 7, 2019

To: Linn County Enterprise Zone Co-Sponsors  
Roger Nyquist Linn County  
Kevin Kreitman City of Millersburg

From: John Pascone, President

Subject: Peoria Gardens, Inc Enterprise Zone Application  
And Extended Abatement Agreement

Peoria Gardens is planning on making an investment of \$400,000 which includes a new greenhouse and new equipment and hiring at least 2 new employees. They have completed an Enterprise Zone Authorization Application dated December 11, 2018.

Under regular enterprise zone exemption rules the company is required to add 10% to their existing workforce in the zone so they would need to hire 2 employees. The company plans on hiring at least 2 new employees which would satisfy the job creation requirements. The regular property tax exemption is for 3 years.

For companies that agree to hire and pay wages and benefits in excess of 150% of Linn County's Average Annual Wage, the firm can qualify for an additional 2 years. The current required number can be found in the agreement.

Attached is a draft resolution which needs to be passed by each co-sponsor. The zone manager (me) and the county assessor's representative (Mark Wilkinson) cannot officially approve the company's application until the extended resolution is approved by the co-sponsors.

Please contact me if you have any questions. When you have the matter scheduled let me know and I will attend to present it on behalf of the company.

Thank you,

John

## **Agreement for Oregon Enterprise Zone Extended Abatement**

### **AGREEMENT WITH THE LINN COUNTY ENTERPRISE ZONE SPONSORS TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY PEORIA GARDENS, INC.**

The sponsors of the LINN COUNTY Enterprise Zone comprising the governing bodies of Linn County and the City of Millersburg and (hereinafter "The Zone Sponsor") and PEORIA GARDENS, Inc. (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its investment in qualified property in the LINN COUNTY Enterprise Zone contingent on certain special requirements under ORS 285C.160 (2003).

The Zone Sponsor and The Firm jointly acknowledge: that subject to submission and approval of an application for authorization and the satisfaction of other requirements under ORS 285C.050 to 285C.250, The Firm is eligible for three (3) years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if The Firm does not qualify for these three (3) years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional two (2) years on all property that initially qualifies in the LINN COUNTY Enterprise Zone in the assessment year beginning on January 1, 2020 and, thus, sets a total period of exemption of five (5) consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

#### **CONFIRMATION OF STATUTORY PROVISIONS**

In order to receive the additional two (2) years of enterprise zone exemption granted herein, The Firm agrees herewith under 285C.160(3)(a)(A) that for each year of the entire exemption period, all of The Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent (150%) of the County average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41##), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The County average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the 2017\* Linn County average annual wage rate of \$41,556 for which 150 percent (150%) equals \$ 62,334.

\* Note: this is the year of the study, the rate applies until November 2019; it is published by the Oregon Employment Dept. as Average Annual Wage by County - 10/17/2017.

3. Only employees working at jobs filled for the first time after the application for authorization but by December 31 of the first full year of the initial exemption and performed within the current boundaries of the LINN COUNTY Enterprise Zone are counted; and

4. Only full-time, year-round and non-temporary employees engaged in a majority of their time in The Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

**LOCAL ADDITIONAL REQUIREMENTS**

For The Firm to receive the additional two (2) years of enterprise zone exemption granted herein, the City of Albany, a Zone Sponsor and The Firm agree that no additional requirements in addition to statutory requirements are being requested by The Zone Sponsor under ORS 285C.160(a)(B).

**ACCEPTING FOR LINN COUNTY, A ZONE SPONSOR OF  
THE LINN COUNTY ENTERPRISE ZONE:**

---

**ACCEPTING FOR PEORIA GARDENS, INC.:**

---

The other Zone Sponsor; City of Millersburg, approved this Agreement by passing a separate Resolution, copies of which are attached.

## **Agreement for Oregon Enterprise Zone Extended Abatement**

### **AGREEMENT WITH THE LINN COUNTY ENTERPRISE ZONE SPONSORS TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY SELMET, INC.**

The sponsors of the LINN COUNTY Enterprise Zone comprising the governing bodies of Linn County and the City Millersburg and (hereinafter "The Zone Sponsor") and Selmet, Inc. (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its investment in qualified property in the LINN COUNTY Enterprise Zone contingent on certain special requirements, under ORS 285C.160 (2003).

The Zone Sponsor and The Firm jointly acknowledge: that subject to submission and approval of an application for authorization and the satisfaction of other requirements under ORS 285C.050 to 285C.250, The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if The Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional two years on all property that initially qualifies in the LINN COUNTY Enterprise Zone in the assessment year beginning on January 1, 2020 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

#### **CONFIRMATION OF STATUTORY PROVISIONS**

In order to receive the additional two years of enterprise zone exemption granted herein, The Firm agrees herewith under 285C.160(3)(a)(A) that for each year of the entire exemption period, all of The Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41###), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the 2017\* Linn County average annual wage rate of \$ 41,556 for which 150 percent equals \$ 62,334.

\* Note: this is the year of the study, the rate applies until November 2019; it is published by the Oregon Employment Dept. as Average Annual Wage by County - 10/17/2017.

3. Only employees working at jobs filled for the first time after the application for authorization but by December 31 of the first full year of the initial exemption and performed within the current boundaries of the LINN COUNTY Enterprise Zone are counted; and

4. Only full-time, year-round and non-temporary employees engaged a majority of their time in The Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

**LOCAL ADDITIONAL REQUIREMENTS**

For The Firm to receive the additional two years of enterprise zone exemption granted herein, Linn County, a Zone Sponsor and The Firm agree that no additional requirements in addition to statutory requirements are being requested by The Zone Sponsor under ORS 285C.160(a)(B).

**ACCEPTING FOR LINN COUNTY, A ZONE SPONSOR OF  
THE LINN COUNTY ENTERPRISE ZONE:**

---

**ACCEPTING FOR SELMET, INC.:**

---

The other Zone Sponsor; City of Millersburg approved this Agreement by passing a separate Resolution. Copies of which are attached.

**RESOLUTION NO. 2019-8**

**A RESOLUTION APPROVING AN EXTENDED PROPERTY TAX ABATEMENT AGREEMENT BETWEEN LINN COUNTY, A COSPONSOR OF THE LINN COUNTY ENTERPRISE ZONE, AND PEORIA GARDENS, INC.**

**WHEREAS**, PEORIA GARDENS INC. is expanding and investing in a building and equipment; and,

**WHEREAS**, PEORIA GARDENS INC. intends to add two (2) new employees; and,

**WHEREAS**, PEORIA GARDENS INC. anticipates providing average pay and benefits to these employees equal to or greater than 150% of the Linn County average, as required under ORS 285C.160; and,

**WHEREAS**, PEORIA GARDENS INC., which is located in Linn County, has applied to extend the property tax abatement for which it qualifies through its inclusion in the Linn County Enterprise Zone; and,

**WHEREAS**, Linn County has requested support of this agreement from the other cosponsor of the Linn County Enterprise Zone; and,

**WHEREAS**, the City of Millersburg is a cosponsor of the Linn County Enterprise Zone.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG** that the attached Extended Abatement Agreement is hereby approved by the City of Millersburg.

**PASSED** by the Council and approved by the Mayor this 9th day of April, 2019.

---

Jim Lepin,  
Mayor

ATTEST

---

Kimberly Wollenburg,  
City Recorder

**RESOLUTION NO. 2019-9**

**A RESOLUTION APPROVING AN EXTENDED PROPERTY TAX ABATEMENT AGREEMENT BETWEEN LINN COUNTY, A COSPONSOR OF THE LINN COUNTY ENTERPRISE ZONE, AND SELMET INC.**

**WHEREAS**, SELMET INC. is expanding and investing in a building and equipment; and,

**WHEREAS**, SELMET INC. intends to add one hundred (100) new employees; and,

**WHEREAS**, SELMET INC. anticipates providing average pay and benefits to these employees equal to or greater than 150% of the Linn County average, as required under ORS 285C.160; and,

**WHEREAS**, SELMET INC., which is located in Linn County, has applied to extend the property tax abatement for which it qualifies through its inclusion in the Linn County Enterprise Zone; and,

**WHEREAS**, Linn County has requested support of this agreement from the other cosponsor of the Linn County Enterprise Zone; and,

**WHEREAS**, the City of Millersburg is a cosponsor of the Linn County Enterprise Zone.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG** that the attached Extended Abatement Agreement is hereby approved by the City of Millersburg.

**PASSED** by the Council and approved by the Mayor this 9th day of April, 2019.

---

Jim Lepin,  
Mayor

ATTEST

---

Kimberly Wollenburg,  
City Recorder





TO: Millersburg City Council  
FROM: Forrest Reid, City Attorney  
DATE: March 18, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Permit for alcohol use in the City parks, expanding permitting to Acorn Park, and authorizing possession, sale, and consumption of alcoholic cider

Action Requested: Review and make suggestions or approve.

Discussion: In May 2017, the Council approved Ordinance 129 which allows possession and consumption of beer and wine in the Millersburg City Park when a valid permit is issued. Ordinance 129 does not allow possession and consumption of alcoholic cider in either Millersburg City Park or Acorn Park. Often alcoholic cider is consumed along with beer and wine.

The City may want to consider expanding the alcohol use requirements to Acorn Park.

An OLCC Special Events Permit is only required when: 1) The event has an admission charge or solicitation, and/or 2) Alcohol is sold at the event. Wooden bat league games do not require an OLCC Special Events Permit.

In this proposed Alcohol Use Permit Application, the City requires a licensed security officer during the entire event if more than 150 people will be in attendance.

In this permit, the City requires: **for all events requiring an Alcohol Use Permit that Applicant provide proof of \$2 million general liability insurance naming the City of Millersburg as an additional insured.**

For your review and consideration, I have drafted the attached Ordinance amending Ordinance No. 129 allowing the consumption and/or sale of beer, and/or wine, and/or cider in all Millersburg City parks when the City grants an Alcohol Use Permit.

I have also amended the attached Alcohol Use Permit Application for your review and consideration.

Budget Impact: Staff time to process the Alcohol Use Permit Application.

Recommendation: Approve Ordinance 147 Amending Ordinance No. 129 and the Alcohol Use Permit Application.

Attachment(s):

- Proposed Ordinance 147 Amending Ordinance No. 129
- Proposed Alcohol Use Permit Application
- Ordinance No. 129

CITY OF MILLERSBURG, OREGON

ORDINANCE NO. 129

AN ORDINANCE AMENDING ORDINANCE NO. 55

WHEREAS, the City of Millersburg previously adopted Ordinance No. 55; and,

WHEREAS, Ordinance No. 55 prohibits the consumption or possession of an alcoholic beverage in the Millersburg City Park; and,

WHEREAS, the City of Millersburg intends to allow the consumption and sale of beer and/or wine in the Millersburg City Park when the City grants an Alcohol Use Permit;

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

Ordinance No. 55 is hereby amended to allow the consumption and sale of beer and/or wine in the Millersburg City Park when the City grants an Alcohol Use Permit.

PASSED by the Council and approved by the Mayor this 9th day of May 2017.

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

ATTEST:

  
\_\_\_\_\_  
Steve Hasson  
City Manager

**ORDINANCE NO. 147**

**AN ORDINANCE AMENDING ORDINANCE NO. 129 TO ALLOW THE CONSUMPTION AND/OR SALE OF BEER, AND/OR WINE, AND/OR CIDER IN ALL MILLERSBURG CITY PARKS WHEN THE CITY GRANTS AN ALCOHOL USE PERMIT**

**WHEREAS**, the City of Millersburg previously adopted Ordinance No. 129 which allows consumption and/or the sale of beer and/or wine in the Millersburg City Park when the City grants an Alcohol Use Permit; and,

**WHEREAS**, the City wishes to allow consumption and/or the sale of an alcoholic beverages made from the fermentation of the juice of apples or pears that contains not more than 8.5 percent (8.5%) alcohol by volume; including, but not limited to, flavored, sparkling, or carbonated cider (commonly known as cider), in all Millersburg City parks when the City grants an Alcohol Use Permit; and,

**WHEREAS**, the City of Millersburg intends to allow the consumption and/or sale of beer and/or wine and/or cider in all Millersburg City parks when the City grants an Alcohol Use Permit;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG AS FOLLOWS:** Ordinance No. 129 is hereby amended to allow the consumption and/or sale of beer, and/or wine, and/or cider in all Millersburg City parks when the City grants an Alcohol Use Permit.

This Ordinance becomes effective 30 days from date of passage.

**PASSED** by the Council and approved by the Mayor this 9th day of April 2019.

---

Jim Lepin  
Mayor

ATTEST:

---

Kimberly Wollenburg  
City Recorder



## Alcohol Use Permit Application

Millersburg City Parks

### TERMS AND CONDITIONS OF ALCOHOL PERMIT

#### **TWO WEEKS ADVANCE APPLICATION REQUIRED. NO EXCEPTIONS.**

The following are conditions Applicant agrees to if granted an Alcohol Use Permit:

- 1) **Prior to the event and at Applicant's cost, Applicant must provide proof of \$2 million general liability insurance coverage per occurrence naming the City of Millersburg as an additional insured.**
- 2) The City reserves the right to place restriction on the use of alcoholic beverages.
- 3) Applicant for this Alcohol Use Permit must be at least 21 years of age.
- 4) No person under 21 years of age may consume alcoholic beverages in the parks.
- 5) Alcohol may not be served if more than half of the party will be minors.
- 6) Approval of an Alcohol Use Permit allows malt beverages (beer), wine, and cider as the only forms of alcohol in the parks.
- 7) Food must be served in conjunction with alcohol.
- 8) If more than 150 people are in attendance, Applicant must provide a licensed security officer during the entire event.
- 9) It is the responsibility of the Applicant to provide transportation to individuals who are visibly intoxicated or impaired. Visibly intoxicated or impaired individuals shall not be served alcohol.
- 10) Non-alcoholic beverages must be available for those who are serving as designated drivers.
- 11) The City Manager or Assistant City Manager must approve the sale of any alcohol in conjunction with a park reservation.
- 12) **An Oregon Liquor Control Commission (OLCC) Special Event License is required if the function has either of the following: 1) There is an admission charge or solicitation to the event; 2) Alcohol is sold at the event. It is Applicant's responsibility to confirm compliance with all OLCC requirements.**
- 13) If the Applicant fails to obtain an OLCC permit when required, any Alcohol Use Permit issued by the City of Millersburg is null and void.

**Application: Please complete the following:**

Name of Applicant: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_

DOB: \_\_\_\_\_ (copy of government issued ID required.)

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time(s): \_\_\_\_\_

Where will alcohol be drank?: \_\_\_\_\_ Millersburg City Park \_\_\_\_\_ Acorn Park

Type of event:

|              |               |                       |       |
|--------------|---------------|-----------------------|-------|
| Picnic/BBQ   | Graduation    | Wedding               | Dance |
| Band/Concert | Reunion/Party | Other: Please specify |       |

Attendees:

|                       |         |            |
|-----------------------|---------|------------|
| Family                | Friends | Co-Workers |
| Other: Please specify |         |            |

Attendees: \_\_\_\_\_ # of Adults \_\_\_\_\_ # of Minors \_\_\_\_\_ Total #

Type of Alcohol Service:

|                        |                          |                    |
|------------------------|--------------------------|--------------------|
| Host provided/served   | Guest provided / served  | Product promotion  |
| *Donation solicited    | Sale of food or products | **Sales of alcohol |
| **Admission charged    |                          |                    |
| Other: Please specify: |                          |                    |

\* Special Request. Must be approved by City Manager or Assistant City Manager.

\*\* Requires approval by City Manager or Assistant City Manager **and OLCC permit**

Will food be readily available at the event? Yes No

In submitting this request for approval to serve alcoholic beverages at City Parks, I and/or the organization I represent, do hereby agree to assume full and sole responsibility for following all prudent state laws, City of Millersburg ordinance, and OLCC regulations and hereby indemnify the City of Millersburg and its agents from any and all obligations, legal or otherwise. I agree that violation of any of the rules set forth in the conditions of use is grounds for immediate cancellation of my rental. I understand that if such a violation occurs, I will forfeit all fees and deposits which have been paid.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**For City Use Only**

- Proof of \$2 million general liability insurance coverage per occurrence naming the City of Millersburg as additional insured?
- Fees paid?
- OLCC Permit (Applicant's responsibility)

**Fees**

\$ \_\_\_\_\_ Non-refundable Alcohol Use Request Application Fee (\$15)

\$ \_\_\_\_\_ Alcohol Refundable Security Deposit

\$ \_\_\_\_\_ Total Fees Received

- Approved  Denied

\_\_\_\_\_  
City Approval: Signature

\_\_\_\_\_  
Date



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: April 3, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Parking Ordinance

Action Requested:

Consideration for adoption of the attached Ordinance establishing Parking limitations on City streets.

Discussion:

At the March 12<sup>th</sup> City Council meeting, Staff shared citizen concerns which have been expressed regarding the extended parking of vehicles and trailers on City streets, and that our current Code of Ordinances does not provide an ability to address those concerns unless the complaint involves a Recreational Vehicle (RV), or the vehicle/trailer was illegally parked per Oregon Revised Statutes (ORS). Staff also shared that current ORSs do not address a time limitation regarding the parking of vehicles/trailers on city streets.

Council directed Staff to provide a draft ordinance for consideration with a 72-hour limitation for parking on City streets without movement. The City Attorney has proposed the attached Ordinance which would restrict the storage or parking of a motor vehicle, trailer, truck tractor, or container, on any public street located within the City of Millersburg for a period longer than 72-continuous hours.

Complaint enforcement would be handled by the Linn County Sheriff's Office (LCSO). Violations would occur once a vehicle was identified as not being moved at least 200-feet every 72-hour period. Fines would be a class D violation and handled by the Linn County Justice Court in Lebanon.

Finally, as proposed the Ordinance would also provide a provision for the consideration of the issuance of a permit to allow parking/storage for up to 30 days, for those situations deemed appropriate.

Budget Impact:

Time spent by LCSO for enforcement would be applied to our contracted hours for service, some reimbursement of fines levied would return to the City budget.

Recommendation:

Council consideration of the attached Ordinance regarding Parking on City Streets. If Council is in concurrence with the Ordinance, Staff requests a motion to adopt Ordinance 148 as provided, and declaring an emergency. This would allow the Ordinance to become enforceable immediately versus waiting 30 days for the Ordinance to take effect.

Attachment(s):

- Proposed Parking Ordinance 148

## **ORDINANCE NO. 148**

### **AN ORDINANCE RESTRICTING STORAGE OR PARKING OF A VEHICLE, TRAILER, TRUCK TRACTOR, OR CONTAINER, ON ANY PUBLIC STREET LOCATED WITHIN THE CITY OF MILLERSBURG FOR LONGER THAN 72-CONTINUOUS HOURS AND IMPOSING SANCTIONS**

**WHEREAS**, the City of Millersburg strives to keep public roads and passage-ways clear and open for safe passage of all vehicles; and,

**WHEREAS**, the City of Millersburg believes the storage or parking of a vehicle, trailer, truck tractor, or container, for longer than 72-continuous hours poses a risk that emergency vehicles may not be able to safely ingress and egress on public streets; and,

**WHEREAS**, the City of Millersburg believes public streets should not be used for storage or parking of a vehicle, trailer, truck tractor, or container, for longer than 72-continuous hours; and,

**WHEREAS**, the City of Millersburg recognizes unique situations may exist which warrant the storage or parking of a vehicle, trailer, truck tractor, container, for longer than 72-continuous hours; and,

**WHEREAS**, a vehicle, trailer, truck tractor, or container parked or stored on a public street must relocate a minimum of 200 feet from the previous location at least every 72 hours; and,

**WHEREAS**, the City of Millersburg believes sanctions are necessary to enforce compliance with the policy of prohibiting the storage or parking of a vehicle, trailer, truck tractor, or container for longer than 72-continuous hours on a public street;

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS:** The storage or parking of a vehicle, trailer, truck tractor, or container for longer than 72-continuous hours on a public street is prohibited;

**FURTHERMORE**, a vehicle, trailer, truck tractor, or container parked or stored on a public street must relocate a minimum of 200 feet from the previous location at least every 72 hours;

**FURTHERMORE**, the City Manager or his/her designee, using their reasonable discretion, has authority to issue a permit to allow parking of a vehicle, trailer, truck tractor, or container, on a public street for up to thirty (30) days. This permit may be renewed by the City Manager or his/her designee, using their reasonable discretion.

**FURTHERMORE**, violation of this Ordinance is punishable as a Class D violation.

**FURTHERMORE**, the Millersburg City Council finds that an emergency exists and for the peace, health, and safety of the citizens of Millersburg, this Ordinance shall become effective upon its passage.

**PASSED** by the Council and approved by the Mayor this 9<sup>th</sup> day of April, 2019.

---

Jim Lepin,  
Mayor

ATTEST:

---

Kimberly Wollenburg,  
City Recorder





TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: April 1, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Update Franchise Agreement with CenturyLink Inc.

Action Requested:

Review and approval to enter into a twenty (20) year renewal of the franchise agreement with CenturyLink Inc., to construct, operate, and maintain a telecommunications network within the City of Millersburg. Millersburg will receive an amount equal to seven percent (7%) of CenturyLink's gross revenues generated in Millersburg.

Discussion:

This is a renewal and modification of the previous twenty (20) year franchise agreement with U.S. West Communication, (now CenturyLink) which was entered into in 1995.

Budget Impact:

This franchise agreement will continue to generate revenue at no expense to the City and maintains the 7 percent (7%) franchise fee payment to the City.

Recommendation: Approve attached Ordinance 149 and Exhibit "A" extending and amending Ordinance 86; and grant authority for the City Manager to enter into a new franchise agreement with CenturyLink, Inc.

Attachment(s):

- Proposed Ordinance 149 and Exhibit "A" extending and amending Ordinance 86.

**ORDINANCE NO. 149**

**AN ORDINANCE EXTENDING AND AMENDING TO CENTURYLINK INC. THE TERMS OF ORDINANCE NO. 86 WHICH GRANTS A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF MILLERSBURG, OREGON**

**WHEREAS:** US West Communications, its successors and assigns, entered into a nonexclusive franchise agreement with the City of Millersburg on June 23, 1995, with written acceptance of Millersburg Ordinance No. 86; and,

**WHEREAS:** CenturyLink, Inc. is a successor and assign of US West Communications and has provided construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon, pursuant to Millersburg Ordinance No. 86; and,

**WHEREAS:** CenturyLink, Inc., desires to continue providing construction, operations, and maintenance of a telecommunications network within the City of Millersburg, Oregon; and,

**WHEREAS:** Millersburg and CenturyLink, Inc. mutually desire to extend, for twenty (20) years, Ordinance No. 86, with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as "Exhibit A";

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILLERSBURG:** The franchise agreement granted under Ordinance No. 86 is hereby extended for twenty (20) years with all terms except with modifications and amendments of certain provisions within Ordinance No. 86, said modifications and amendments attached and incorporated into this Ordinance as "Exhibit A."

This Ordinance becomes effective 30 days from date of passage.

**PASSED** by the Council and approved by the Mayor this 9<sup>th</sup> day of April, 2019.

City of Millersburg

Accepted by CenturyLink

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

\_\_\_\_\_  
Signature

ATTEST:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **EXHIBIT A**

### **MODIFICATIONS AND AMENDMENTS OF CERTAIN PROVISIONS OF FRANCHISE AGREEMENT EXTENSION**

MILLERSBURG, OREGON

Qwest Corporation d/b/a CenturyLink QC (formerly known as U.S. West Communications, Inc.) (“CenturyLink”) utilizes the public ways of the City of Millersburg (the “City”), consistent with the franchise agreement between the City and CenturyLink approved June 13, 1995 as Ordinance No. 86 (the “Agreement”).

The City and CenturyLink agree to extend all terms and conditions of the Agreement except as otherwise amended hereinbelow for 20 years. The amended terms and conditions are hereby incorporated into the Agreement.

The City and CenturyLink further agree that should federal or state laws change so as to render material terms of the Agreement unlawful or untenable, either party may request negotiation of the materially unlawful or untenable term.

#### **AMENDMENTS TO THE AGREEMENT**

Section 4 of the Agreement is hereby stricken and replaced with:

Section 4 Nothing in this Ordinance shall be construed in any way to prevent the proper authorities of the City of Millersburg from sewerage, grading, planking, rocking, paving, repairing, altering, improving or doing any work necessary for the peace, health and safety of the citizens of the City on, over or under any of the streets, alleys, avenues, thoroughfares, bridges and public highways, places and grounds within the City of Millersburg in or upon which the poles, wires or conductors of the Grantee shall be placed, but all such work or improvement shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes or other apparatus. The moving of Grantee's facilities where required due to such work by the City, will be done by Grantee without cost to the City. However, any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development.

The City reserves the right to vacate, alter or close any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground. The City shall give Grantee 30 days' notice of its intention to vacate any street, alley, avenue, thoroughfare, bridge, public highway or public place or ground in which Grantee's facilities are located, and Grantee shall have the option of reserving an easement for Grantee's use in the vacated area which shall be recorded with the notice of vacation. The City may also require in the public interest, and as necessary for the peace, health and safety of the citizens of the City, the removal or relocation of facilities maintained by the Grantee within the City. In such cases, the Grantee shall remove and relocate such facilities within a reasonable time after receiving notice to do so

from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee but, when such removal or relocation is required for the convenience or benefit of any person, governmental agency or instrumentality other than the City, Grantee shall be entitled to reimbursement for the reasonable costs thereof from such person, agency or instrumentality. The City shall not require Grantee to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the cost thereof.

Section 6, Paragraph 1, is amended by adding the following language at the end of Paragraph 1:

Should state law change pertaining to the amount of franchise fees for access to the right-of-way that the City would be entitled to receive, the City may increase said franchise fees to this greater amount.

Section 8, Paragraph 1, is hereby stricken and replaced with:

Section 8. The Grantee shall furnish to the City with each franchise fee payment required by this Ordinance a written statement under oath executed by the Grantee setting forth the amount and calculation of the payment. The statement shall detail the gross revenues subject to this Ordinance which were received by the Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenue claimed by the Grantee in calculating the franchise fee. The City may require the Grantee to provide any additional information reasonably necessary for administration of the franchise fee. The Grantee shall make available and open to inspection by the City, or its designee, during regular office hours and at Grantee's office, all accounts, books, and other records reasonably necessary for ascertaining the franchise fee liability.

Section 14 is hereby stricken and replaced with:

Section 14. DELETED

**Approved:**

\_\_\_\_\_  
City of Millersburg

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
CenturyLink

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: April 1, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Update Franchise Agreement with Comcast

Action Requested:

Review and approval to enter into a ten (10) year renewal of the franchise agreement with Comcast Inc, to construct, operate, and maintain a cable system within the City of Millersburg. Millersburg will receive an amount equal to five percent (5%) of Comcast's gross revenues generated in Millersburg.

Discussion:

This is a renewal and modification of the previous ten (10) year franchise agreement with Comcast which was entered into in 2009.

Budget Impact:

This franchise agreement will continue to generate revenue at no expense to the City and maintains the 5 percent (5%) franchise fee payment to the City.

Recommendation: Approval of Ordinance 150 and Exhibit "A" extending and amending Ordinance 60; and grant authority for the City Manager to enter into a new franchise agreement with Comcast Inc., (formerly TCI Cable).

Attachment(s):

- Proposed Ordinance 150 and Exhibit "A" extending and amending Ordinance 60

**ORDINANCE NO. 150**

**AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE AGREEMENT TO COMCAST OF OREGON II, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM WITHIN THE CITY OF MILLERSBURG, OREGON**

**WHEREAS:** Comcast of Oregon II, Inc., has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the Millersburg community; and,

**WHEREAS:** the City of Millersburg desires for the Millersburg community to have access to these services, facilities, and necessary equipment as provided by Comcast of Oregon II, Inc.; and,

**WHEREAS:** Comcast of Oregon II, Inc. desires to provide these services, facilities, and necessary equipment to the Millersburg community; and,

**WHEREAS:** Millersburg and Comcast of Oregon II, Inc. mutually desire to enter into a nonexclusive franchise agreement for a 10-year period under the terms set forth in attached “Exhibit A”;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILLERSBURG:**

The City of Millersburg hereby grants a 10-year nonexclusive franchise to Comcast of Oregon II to provide services, facilities, and equipment necessary to meet the cable-related needs of the Millersburg community pursuant attached “Exhibit A” which is incorporated hereinto.

Furthermore, the Millersburg City Manager is hereby authorized to sign “Exhibit A” on behalf of the City of Millersburg.

This Ordinance becomes effective thirty (30) days from date of passage.

**PASSED** by the Council and approved by the Mayor this 9th day of April, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder

# **EXHIBIT A**

## **CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN CITY OF MILLERSBURG, OREGON AND COMCAST OF OREGON II, INC.**

This Franchise Agreement (“Franchise”) is between City of Millersburg, Oregon, hereinafter referred to as “the City” and Comcast of Oregon, II Inc., hereinafter referred to as “the Grantee.” The City and the Grantee are referred to together as “the Parties.”

The City hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

### **SECTION 1**

#### **Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Words used in this Franchise that are not defined hereunder but defined in the Cable Act (as defined below) shall have the meaning specified in the Cable Act definition.

- A. "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and any other programming provided by the Grantee.
- B. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C. "Cable Service" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- F. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

- G. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.
- H. "Franchising Authority" and "Grantor" means the City of Millersburg or the lawful successor, transferee, or assignee thereof.
- I. "Grantee" means Comcast of Oregon II, Inc., or the lawful successor, transferee or assignee thereof.
- J. "Gross Revenue" means any revenue derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area in accordance with Generally Accepted Accounting Principles (GAAP), consistent with federal and state law, provided however that such phrase shall not include: (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law. Gross Revenues shall also not include revenue from any other sources or services unless and until such source or service is finally, specifically, and expressly declared to be a cable service under federal law or regulation, by Congress or the Federal Communications Commission.
- K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way lane, public way, drive circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips,, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area but only to the extent of the Franchising Authority's right, title, interest and authority to grant a franchise to occupy and use such areas for the purpose of installing, operating, repairing, and maintaining the Cable System.
- M. "Service Area" means the legal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- N. "Standard Installation" is defined as 125 feet from the nearest point on the Grantee's existing distribution system to the Subscriber's terminal.



- O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System to provide Cable Service in, along, among, upon, across, above, over, or under the Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

**2.2 Other Provisions of Law.** This Franchise and all rights and privileges granted under it are subject to, and the Grantee must comply with, applicable law as amended over the Franchise term. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of materially limiting the benefits or materially expanding the obligations of the Grantee that are expressly granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

**2.3 Competitive Equity.**

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the LFA agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) **No Written Agreement between City and Third Party VSP**

Notwithstanding any provision to the contrary, at any time that a third party video service provider, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then Grantee may seek modification as allowed in this Agreement, or the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

(C) Effect of this Section on the Overall Agreement

The Grantee, at its option, may terminate this Agreement upon written notice to the City, without penalty or damages, if City violates any provision of this section 2.3.

(D) VSP Defined

The term “Video Service Provider” or “VSP” shall mean any entity using the Public Way to provide multiple video programming services to subscribers, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services or multichannel multipoint distribution services.

**2.4 Term.** The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

**2.5 Franchise Review.** Within sixty (60) days of the third anniversary or any of the subsequent anniversaries after the third anniversary of the effective date of this Franchise, the Franchising Authority may, but is not required to, conduct a limited review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests—including public, education and government access, and consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations and/or extending the term of the Franchise, the Franchising Authority, with the express written agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

**2.6 Affiliates.** Grantee agrees as a condition of exercising the privileges granted by this Franchise that any Affiliate of Grantee which assumes direct management or operational control of the Cable System to provide Cable Service in the Service Area, will also comply with this Franchise.

**2.7 Franchise Nonexclusive.** This Franchise shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any, Public Right of Way, and is also subject to Grantor’s right to use the Public Rights of Way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder.

**2.8 Police Powers.** Notwithstanding any other provision of this Franchise, Grantee’s rights hereunder are subject to the lawful police powers of Grantor to adopt and enforce ordinances of general applicability to protect or advance public safety, health, or welfare of the general public and Grantee agrees to comply with all applicable laws, regulations and ordinances enacted by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof.

**2.9 Rates and Charges.** The Franchise Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

## **SECTION 3**

### **Standards of Service**

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

**3.2 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. In the event Grantee fails to restore the Public Way to a condition reasonably comparable to the condition existing immediately prior to such disturbance, the Franchising Authority may restore or cause to restore such Public Way at the expense of Grantee; provided, that the Franchising Authority provides Grantee with reasonable notice to restore, and Grantee fails to restore such Public Way within the time period given by the Franchising Authority.

**3.3 Relocation at Request of the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority. Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall, upon written request of the Grantee, make application for such funds on behalf of the Grantee.

In the event of an emergency, the City shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the City shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the City would otherwise have been at Grantee's expense.

**3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.

**3.5 Construction and Location.**

A. Subject to applicable laws, regulations and ordinances of the Franchising Authority and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its Cable System to provide Cable Services. All construction and maintenance of any and all facilities within the Public Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Grantee shall apply for, and obtain, all permits necessary for

construction, installation or relocation of any facilities, and for excavating and laying any facilities within the Public Way. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits.

B. Prior to beginning any construction, Grantee shall provide the Franchising Authority with a construction schedule for work in the Public Way. All construction shall be performed in compliance with this Franchise and all applicable lawful ordinances and codes of the Franchising Authority. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and other franchisees so as to reduce as far as possible the number of cuts in the Public Way.

**3.6 Trimming of Trees and Shrubbery.** The Grantee may trim trees upon and overhanging the Public Way so as to prevent the branches of such trees from coming into contact with the Cable System. Grantee shall dispose of all trimmed materials. No trimming shall be performed in the Public Way without previously informing the Franchising Authority. Except in emergencies, all trimming of trees on public property shall have the advance written approval of the Franchising Authority.

**3.7 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.8 Underground and Aerial Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground (other than high voltage electric lines), the Grantee likewise shall construct, operate, and maintain its Cable System underground provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. The Franchising Authority shall not incur any cost or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground as provided in this Section 3.8. Nothing contained in this Section 3.8 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

**3.9 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees, to the extent consistent with applicable law, to require that any developer (A) give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.

**3.10 Required Extensions of the Cable System.** Nothing in this Agreement requires Grantee to build to all areas of the Service Area. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Service Area where the Cable System will be deployed, services will be offered, or facilities will be upgraded.

**3.11 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, all requested extensions are subject to Section 3.10 herein and may include a requirement that the Subscriber(s) share the capital costs of extending the Cable system. In the event that Grantee decides to build out the Cable System to an area that is currently unserved, the Grantee may require that potential Subscribers pay their capital contribution in aid of construction prior to constructing the extension. Subscribers shall also be responsible for any non - Standard Installation charges to extend the Cable System from the tap to the residence.

**3.12 Cable Service to Public Buildings.** The Grantee, upon request, and as a voluntary initiative only, shall provide without charge, a Standard Installation and one outlet of Basic Cable and expanded basic service or its equivalent to those administrative buildings owned and occupied by the Franchising Authority, fire station, police station, and K-12 public school(s) that are within the Service Area and passed by its Cable System; provided, however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. Cable Service to the Franchising Authority described herein is a voluntary initiative of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide City with ninety (90) days' prior written notice. Such offset, should it be implemented shall be detailed in writing to the Franchise Authority. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section 3.12. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable and expanded basic service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

The Grantor acknowledges that the provision of free Basic Cable Services to the locations identified in Section 3.12 reflects a voluntary initiative on the part of the Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to the applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide the Grantor with ninety (90) days' prior notice.

**3.13 Emergency Use.** Grantee shall provide emergency alert capability in accordance with federal law. In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, Grantee shall activate the Emergency Alert System ("EAS") in compliance with such regulations and consistent with any FCC approved Oregon State EAS plan and local area EAS plan applicable to Linn County. Grantee shall provide the system capability for the Franchising Authority to override all Cable System programming in Franchising Authority's Service Area for emergency purposes, and transmit an emergency message from locations designated by the Franchising Authority to all Subscribers in Franchising Authority's Service Area, consistent with the requirements of Part 11 of the regulations of the FCC.

**3.14 System Standards.** The Cable System shall meet or exceed all applicable technical and performance standards of the FCC. The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of

applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests.

Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office, and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copy of such test results prepared in accordance with FCC rule.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the Cable System, Grantee shall do so at such times that will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers. Notwithstanding anything to the contrary, Grantee's obligation to provide, replace, construct, maintain or operate the Cable System under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption, or regulations. Cable Service shall thereafter be restored as soon as reasonably possible.

Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may be laid in the Public Way by, or under, the Franchising Authority's authority.

**3.15 Customer Service Standards/Complaint Resolution.** Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

**3.16 Customer Bills.** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (a) is not misleading and (b) does not omit material information. Notwithstanding anything to the contrary in section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act.

**3.17 Privacy Protection.** The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 4**

### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

##### **A. Payment:**

1. The Grantee shall pay to the Franchising Authority, throughout the term of this Franchise, a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). The franchise fee payment shall be calculated quarterly and shall be due and payable within forty-five (45) days after the close of each calendar quarter. Each payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation. The

percentage amount of the franchise fee may change, at the discretion of the Franchising Authority, if provided for by new federal law and upon ninety (90) days' notice to Grantee by Franchising Authority.

2. To the extent that discounts reduce revenues includable for purposes of calculating franchise fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payments of franchise fees to the Franchising Authority.

3. No acceptance of any payment shall be construed as an accord by Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Franchising Authority may have for further or additional sums payable or for the performance of any other obligations of Grantee.

4. The Franchise Authority agrees that all amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542 added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

5. In the event that Grantee is required to pay a franchise renewal and/or application fee pursuant to any Franchise Authority local ordinance, the franchise renewal and/or application fee shall be offset against any franchise fees due and payable to City on the first quarterly payment after execution of this Agreement.

**B. Audit of Franchise Fee Payments:**

1. Franchising Authority or its designee may conduct an audit or other inquiry in relation to payments made by Grantee no more than once every two (2) years during the Term of this Agreement. As a part of the audit process, Franchising Authority or Franchising Authority's designee may inspect Grantee's books and records relative to the Franchise at any time during regular business hours and after thirty (30) calendar days' prior written notice.

2. All books and records deemed by Franchising Authority or Franchising Authority's designee to be reasonably necessary for such audit or inquiry shall be made available by Grantee in a mutually agreeable format and location within the Service Area. Grantee agrees to give its full cooperation in any audit or inquiry and shall provide responses to inquiries within thirty (30) calendar days of a written request. Grantee may provide such responses after the expiration of the response period above if the Franchising Authority agrees in writing to provide additional time.

3. If the results of the audit indicate Grantee underpaid the franchise fee by more than five percent (5%) of what is owed, then Grantee shall pay the reasonable, documented costs of the audit, which costs shall be limited to three thousand dollars (\$3,000), if any audit discloses an underpayment of the franchise fee in any amount, Grantee shall pay Franchising Authority the amount of the underpayment, together with interest computed from the applicable due date, at a rate as allowed by Oregon law.

4. Grantee shall be provided with a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to Franchising Authority.

**C. Limitation on Franchise Fee Actions.**

The period of limitation for recovery of any franchise fee payable hereunder shall be two (2) years from the date on which payment by the Grantee is due.

**4.2 Inspections for Compliance.** The Franchising Authority may inspect the Cable System within the Service Area, during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of Grantee, in order to determine compliance with applicable FCC standards. Except in emergency circumstances, such inspections may be undertaken only after giving not less than five (5) days advance notice thereof and after giving Grantee an opportunity to be present during such inspections. In the event such inspection determines that Grantee's Cable System has substantially failed to comply with applicable FCC standards, the reasonable costs of the inspection shall be borne by Grantee. In the event such inspection demonstrates that Grantee has substantially complied with applicable FCC standards, the cost of the inspection shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such inspection shall be undertaken no more than annually, and that the results thereof shall be provided to Grantee.

**4.3 Renewal of Franchise.** The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

**4.4 Grantor Acquisition of the Cable System.** The parties shall be subject to the provisions of Section 627 of the Cable Act, as amended from time to time. It is not intended that this Franchise diminish the rights of either the Franchising Authority or the Grantee under Section 627 of the Act, and any provision of this Franchise that purports to diminish such rights shall be deemed superseded by the Act.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise or Cable System shall not be sold, transferred, assigned, or otherwise encumbered, in whole or in part, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. In the event of a sale, transfer or assignment to an entity controlling, controlled by, or under common control with Grantee, Grantee shall provide notice to the Franchising Authority within ten (10) days of such sale, transfer or assignment. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. To the extent required by federal law, consent by the Franchising Authority shall be deemed given if the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request and all information required by the Franchising Authority and applicable FCC rules, unless the Grantee and the Franchising Authority agree to an extension of time. For purposes of this section, transfer of control is considered the acquisition of fifty-one percent (51%) or greater ownership interest in Grantee.

## **SECTION 5**

### **Books, Records, and Maps**

**5.1 Books and Records.** The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review at the Grantee's business office, during normal business hours and on a non-disruptive basis, such of its books and records as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for



easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location or to provide the Franchising Authority the ability to view certain books and records in electronic format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature unless the Franchising Authority can protect the proprietary or confidential information from disclosure under Oregon law, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

To the extent provided under Oregon law, the Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, provided that such information is reasonably considered confidential, proprietary or trade secrets under applicable federal or state law and is clearly marked "Confidential" on each page or, in the case of verbal disclosures, Grantee informs the Franchising Authority that it is confidential information at the time of the disclosure. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

**5.2 Maps.** Grantee shall maintain "as built" drawings for the Cable System at Grantee's business office, and make them available to the Franchising Authority for inspection during normal business hours upon written request. The parties agree that Grantee shall not be required to leave maps or schematics showing location of Grantee facilities behind with the Franchising Authority. "As built" drawings shall be updated as changes occur in the Cable System serving the Service Area. The Franchising Authority recognizes that the information contained in such maps may be confidential and proprietary, and, to the extent provided under the Oregon Public Records Law, the Franchising Authority shall safeguard such information from the public.

## **SECTION 6**

### **Insurance and Indemnification**

**6.1 Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, the following liability policies that protect the Grantee and the Grantor, as well as the Grantor's officers, agents, and employees:

- A. Comprehensive general liability insurance with limits not less than:
  - i. Two million (\$2,000,000) dollars for bodily injury or death to each person;
  - ii. One million (\$1,000,000) dollars for property damage resulting from any one accident; and
  - iii. One million (\$1,000,000) dollars for all other types of liability.
- B. Motor vehicle liability insurance for owned, non-owned and hired vehicles with a limit of Two million (\$2,000,000) dollars for each person and Two million (\$2,000,000) dollars for each accident.
- C. Workers' Compensation insurance within statutory limits and employer's liability with limits of not less than \$1,000,000.

D. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon. The insurance shall be without prejudice to coverage otherwise existing and shall name or cover, or the certificate of insurance shall name or cover, as additional insureds the Grantor and its officers, agents, and employees. The coverage must apply as to claims between insureds on the policy. The certificate of insurance shall provide that the insurance shall not be canceled or materially altered without 30 days' prior written notice first being given to the Grantor. If the insurance is cancelled or materially altered, the Grantee shall provide a replacement policy with the terms as outlined in this section. The Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required. The Grantee may self-insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage.

E. The Grantee shall maintain on file with the Grantor a certificate of insurance, or proof of self-insurance acceptable to the Grantor, certifying the coverage required above.

**6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability, claims, damages, costs or expenses, including court and appeal costs and reasonable attorney fees or expenses, that arise out of Grantee's construction, operation, or maintenance of its Cable System or otherwise related to the Franchise, provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority pursuant to this Section 6.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting directly from the willful misconduct or negligence of the Franchising Authority.

**6.3 Bonds and Other Surety.** The Franchising Authority reserves the right to require a bond or other surety at any time by providing Grantee at least sixty (60) days advance written notice. The bond or other surety shall not exceed twenty five thousand dollars (\$25,000.00) unless the City demonstrates that Grantee has failed to comply with the terms and conditions of this Franchise or there has been a change in Grantee's legal, financial or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise, in which case the City may require a bond or other surety in any amount that it reasonably determines is necessary.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not

remedied within thirty (30) days or the date reasonably projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation. The Franchising Authority and Grantee shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, and to compel the testimony of other persons as permitted by law. A complete record minutes and audio tape shall be made of the hearing.

Following the hearing, the Franchising Authority shall determine whether or not the franchise shall be revoked. If the Franchising Authority determines that the franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority as provided by applicable law. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Technical Violations.** The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties or revocation of the Franchise for so called "technical" breaches or violations of the Franchise, which shall include but not be limited to matters where a violation or breach of the Franchise Agreement by the Grantee was good faith error that resulted in no or minimal negative impact on the customers within the Service Area.

**7.7 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably

beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. Grantee is not relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance. The Franchising Authority's forbearance or failure to enforce any provision of this Franchise shall not serve as a basis to stop any subsequent enforcement. The failure of the Franchising Authority on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Recorder  
City of Millersburg  
4222 NE Old Salem Rd  
Albany, OR 97321

Notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc.  
Attention: Government Affairs  
9605 SW Nimbus Ave.  
Beaverton, OR 97008

With a copy to:

Comcast of Oregon II, Inc.  
Attention: West Division -Government Affairs  
15815 25th Ave West  
Lynnwood, WA 98087

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

**8.4 Descriptive Headings.** The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.5 Severability.** If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Effective Date.** The effective date of this Franchise is April 9, 2019 pursuant to the provisions of applicable law. This Franchise shall expire on April 9, 2029 unless extended by the mutual agreement of the parties.

CITY OF MILLERSBURG, OREGON

---

By: Kevin Kreitman  
Title: City Manager

COMCAST OF OREGON II, INC.

---

By: Rodrigo Lopez  
Title: Regional Senior Vice President Oregon/ SW  
Washington



TO: Millersburg City Council  
FROM: Kevin Kreitman, City Manager  
DATE: April 3, 2019 for the April 9, 2019 City Council Meeting  
SUBJECT: Adoption of Updated Strategic Plan

Action Requested:

Adoption of the updated Strategic Plan reviewed at the April 2, 2019 Council work session.

Discussion:

An update to the City Strategic Plan has been drafted and was reviewed at the April 2<sup>nd</sup> City Council work session. The update included the following proposed layout changes to the document: *Visions* have been renamed to **Strategic Priorities** (which are plans of action or policy designed to achieve a major or overall aim); *Strategies* have been renamed to **Goals** to meet the Strategic Priorities; and *Goals* have been renamed as **Objectives** which need to be accomplished to meet the Goals.

While reviewing the Strategic Plan we noticed we were lacking a Mission and Vision Statement and Values. We provided a draft Mission and Vision Statement for Council consideration based on the original "Principal Statement" in the Strategic Plan. We also recommended adding Values to the document.

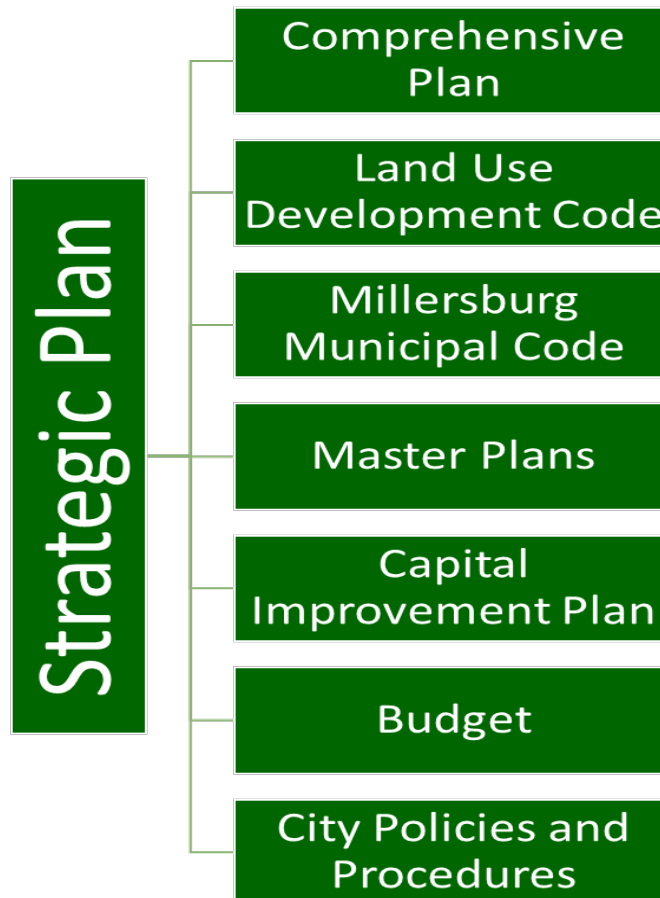
Council approved the addition of the Mission, Vision, and Value statements to the document. Finally, the completion and adoption of master plans for transportation, water, sewer, storm, and the parks master plan currently under development prompted the need for additional updates to the Strategic Plan.

Below are highlights of the "draft" changes which were recommended and included in the update to the Strategic Plan presented in the work session:

- Used "Principle" to create a draft Mission and Vision statements
- Recommending the addition of Values to the Strategic Plan
- Changed "Visions" to Strategic Priorities, and
  - Proposed titles for each strategic priority.
  - Original "Visions" and associated descriptors were modified into Strategic Priorities.
  - Broke out "Safety" as its own Strategic Priority 2, separate from Governance (original Vision 1).
  - Strategic Priority 4 (original Vision 3) which focused on transportation was expanded to include all "Public Infrastructure".
  - Modified Strategic Priority 6 (original Vision 5) statement on carbon footprint.
  - Added a new goal under Strategic Priority 3 (original Vision 2) to address Economic Development.
- Changed original document "Strategies" to Goals.
- Changed "Goals" to Objectives.

- In general, we pulled items we believe have been accomplished and included at the end of the document under Strategic Plan Accomplishments.
- Added supporting objectives based on feedback, master plans, and identified needs.
- Removed “Responsibilities” associated with previous goals, with the change to a manager form of governance.

## Overview of Strategic Plan Relationship to Implementation Documents



The goal moving forward is for the Strategic Plan to serve as the guiding document that sets the mission, vision, values, and priorities for the City. City Policies and Procedures, Codes, Plans, and Budget support the implementation of the Strategies, Goals, and Objectives identified in the Strategic Plan. Whenever possible, City budget documents and staff reports will reference the area of the Strategic Plan they provide support to.

A strategic plan message was also added to the document discussing the plan's origin and modifications made to address those items completed and changes required with the completion of a number of City master plans and initiatives.

The goal throughout the update was to ensure that the original Vision statements of the committee that drafted the plan were maintained.

Budget Impact:

None

Recommendation:

Council adoption of the updated Millersburg Strategic Plan 2019-23.

Attachment(s):

- Millersburg Strategic Plan 2019-23



# MILLERSBURG STRATEGIC PLAN

FY 2019-23



Adopted April 9, 2019

# Strategic Plan Message

Millersburg's strategic plan was developed by a committee of 15 citizens at the request of the Millersburg City Council and was adopted in July of 2016. This update includes reformatting of the original plan to address the change from a Council-Mayor to Council-Manager form of government. Also included is a City Mission and Vision statement based on the plan's original *Principle*; in addition, City Values adopted by Council have been included in the plan.

The plan's original five *Visions* have been renamed *Strategic Priorities* with titles added and some minor modifications. Emergency service goals have been split from *Vision 1* and moved to a new strategic priority, titled *Safety*. The *Strategies* previously listed under *Visions* have been re-identified as *Goals*, and the previous *Goals* have been re-identified as *Objectives*.

The plan now includes six Strategic Priorities with the following titles: *Community Governance, Safety, Development, Public Infrastructure, Recreation, and Environmental Stewardship*. Each strategic priority includes a descriptor identifying the key aspects contained in the original plan. Each strategic priority is followed by the City's primary goals in that subject area for the foreseeable future. Strategic Priorities are intended to remain as the foundation of the plan and should only be modified to reflect community changes or unanticipated events.

While our mission, vision, values, and strategic priorities should remain constant, the goals and objectives may require periodic review and update. The Strategic Plan is considered a living document; the annual Budget, Capital Improvement Program, and Millersburg Priority Task List (Gantt Chart) will serve as reporting and implementation documents in support of the Strategic Plan. In addition, our Comprehensive Plan, Land Use Development Code, Transportation System Plan, Water System Master Plan, Sanitary Sewer System Master Plan, Storm Water Master Plan, Parks Master Plan, Municipal Code, Policies and Procedures, and related planning documents all support the Strategic Plan.

---

Jim Lepin  
Mayor

---

Scott Cowan  
Council President

---

David Harms  
City Councilor

---

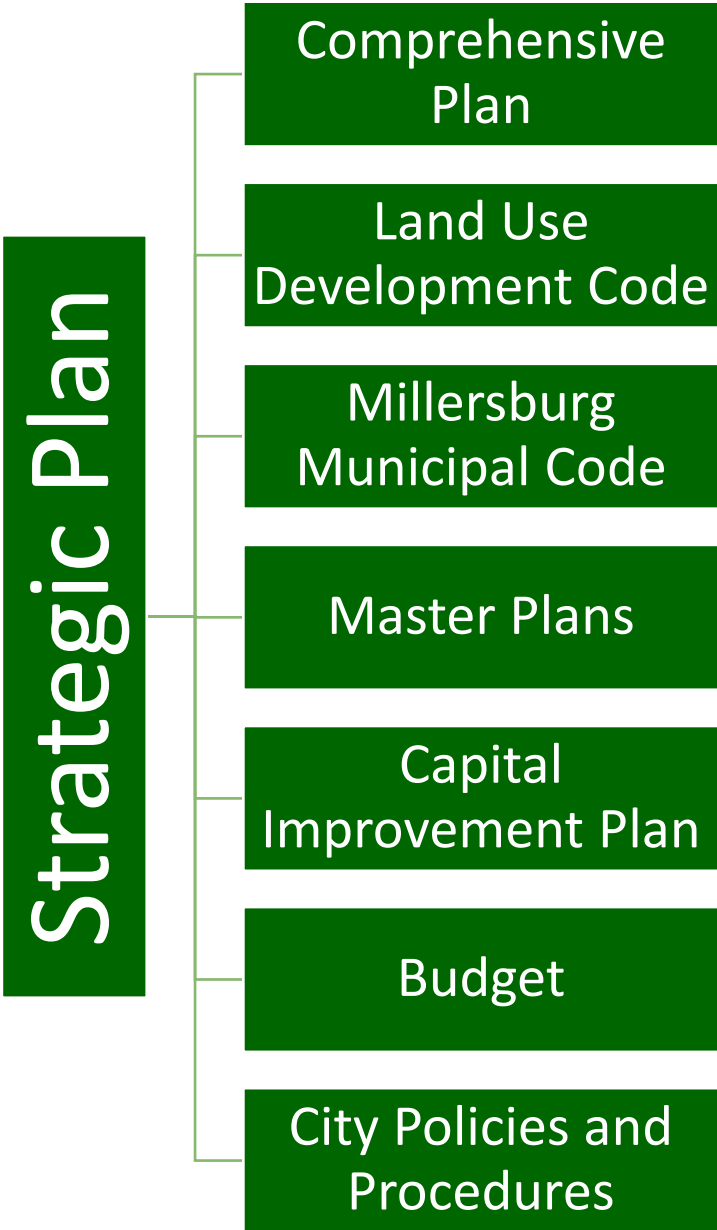
Scott McPhee  
City Councilor

---

Don Miller  
City Councilor

# Overview of Strategic Plan Relationship to Implementation Documents

The Strategic Plan serves as the guiding document that sets the mission, vision, values, and priorities for the City. City Policies and Procedures, Codes, Plans, and Budget support the implementation of the Strategies, Goals and Objectives identified in the Strategic Plan. Whenever possible, City budget documents and staff reports will reference the area of the Strategic Plan they provide support to.





## **Mission Statement**

*Partnering with business and industry to maintain a quality, small-town atmosphere.*

## **Vision**

*A community valuing our strong industrial foundation and economic development, which supports a tax-base providing funding for excellent services to maintain a safe and healthy community with a small-town atmosphere.*

# Values

**Community Trust and Integrity:** Developing community trust is our highest priority and is centered on our ability to build and uphold a reputation as being open, honest, ethical, and transparent. We say what we mean and mean what we say. We honor our word and keep our commitments, striving to be worthy of the public's and each other's trust.

**Commitment to Service:** We put our customers first, striving to provide assistance beyond the expectations of those we serve. We respond to our internal and external customers, treating them with courtesy and respect. We facilitate, enable, and seek out solutions to improve the community and meet our citizen and business needs.

**Continued Fiscal Responsibility:** As stewards of public resources, we recognize the responsibility to utilize those resources efficiently, operating with the goal of delivering value while sustaining long-term success.

**Collaboration:** We work together effectively as a team, and in collaboration with other governmental agencies, private entities, and non-profit partners to effectively meet the needs of our community.

**Continuous Improvement:** We continuously improve by promoting innovation and flexibility to best meet the needs of citizens and the business community with available resources.

**Communication:** We openly communicate with the public and each other through sharing of information and soliciting feedback to achieve our goals.



# **Strategic Priorities**

## **Strategic Priority 1: Community Governance**

Millersburg is governed in a way that supports the needs of its growing residential base, businesses, and industry.

## **Strategic Priority 2: Safety**

Provide effective emergency services to the community.

## **Strategic Priority 3: Development**

Development of residential, commercial, and industrial properties as a planned and managed process.

## **Strategic Priority 4: Public Infrastructure**

City infrastructure systems are designed, constructed, and maintained to meet current and future needs.

## **Strategic Priority 5: Recreation**

A community that supports recreational and social activities for all ages.

## **Strategic Priority 6: Environmental Stewardship**

Millersburg promotes sustainability through efficient management of natural resources.

# Strategic Priority 1: Community Governance

**Millersburg is governed in a way that supports the needs of its growing residential base, businesses, and industry**

## Goal No. 1

Ensure effective and efficient delivery of services that the community needs, wants, and are willing to support.

### Objectives

1. Continue to maintain, and where appropriate enhance, partnerships with neighboring jurisdictions and organizations to maximize efficient delivery of services, provide assistance, and accomplish common goals and objectives. Ongoing
2. Ensure adequate staffing is in place to match to the demands of the growing community. Ongoing
3. Continue to evaluate use of intern, part-time, contract, and consultant support to meet staffing needs. Ongoing
4. Evaluate ongoing and additional funding opportunities, such as a transient room tax and maintenance/expansion of existing franchise fee agreements. FY 2020-21
5. Establish reserve funds for identified capital needs supported by general funds. Ongoing

## Goal No. 2

Address the level of support and funding for the reimbursement for residents receiving services from Albany.

### Objectives

1. Review the need, the policy, the communications and the funding requirements for the current practice of reimbursement for services that residents receive from outside the city. FY 2019-20

### **Goal No. 3**

Support the administrative and regulatory needs of the community.

#### **Objectives**

1. Provide automatic payment capability for billing. Requires new utility billing program. FY 2020-21
2. Evaluate new software system for City (utility billing, records management, financial). FY 2019-20
3. Evaluate current phone system and potential upgrade. FY 2019-20
4. Upgrade the City Code of Ordinances to a Municipal Code, then revise/update code to meet current or known pending requirements. FY 2020-21
5. Conduct an audit of the City Charter to identify needed changes/modifications. FY 2020-21
6. Create a list of code issues that are identified as not optimal. This list will be evaluated annually to identify priority issues that might be addressed with revisions to the Land Use Development or Municipal Code. Ongoing

### **Goal No. 4**

Develop and enhance opportunities for communication with citizens, businesses, industry, and outside agencies.

#### **Objectives**

1. Improve the website organization and usability. FY 2019-20
2. Evaluate and establish public outreach opportunities for dissemination of information to citizens, businesses, and industry within the community. Ongoing
3. Continue and enhance communications with partnering agencies. Ongoing
4. Apply to US Postal Service for the addition of "Millersburg" as a city name for addressing in zip code 97321. FY 2019-20



## **Goal No. 5**

Opportunities for citizen involvement and engagement.

### **Objectives**

1. Identify opportunities to involve citizens in projects or advisory committees in a way that would foster communications, involvement and community support (see Strategic Priority 5: Recreation, Goal 3, Objective 2). Ongoing

## **Goal No. 6**

Develop and maintain a culture that enhances the professionalism by which the City is governed and managed.

### **Objectives**

1. Provide customer-focused service, which is responsive and efficient in meeting customer needs and expectations. Ongoing
2. Provide a customer feedback form to solicit customer feedback. Ongoing
3. Invest in tools, processes, and training that enhances the City's ability to provide professional services to the community. Ongoing
4. Identify and maintain administrative policies, procedures, and operational guidelines. Ongoing
5. Identify and sponsor specific professional development opportunities (classes, seminars, webinars) focused on strengthening job skills of staff. Ongoing

# Strategic Priority 2: Safety

## Provide effective emergency services to the City

### Goal No. 1

Disaster preparedness.

#### Objectives

1. Evaluate whether Millersburg needs a stand-alone Emergency Management Plan and Hazard Mitigation Plan. FY 2021-22
2. Develop emergency evacuation plan for City Hall. FY 2019-20
3. Develop Continuity of Operations Plan (COOP). FY2019-20
4. Develop Safety Manual. FY 2020-21
5. Identify and store emergency supplies for limited support during an emergency and conduct an evaluation of seismic vulnerability for city facilities. Ongoing
6. Provide disaster preparedness training for interested citizens and sponsor the training and certification of a CERT (Citizens Emergency Response Team) team for Millersburg. FY2019-20

### Goal No. 2

Protection of community, people, and property.

#### Objectives:

1. Conduct an annual review of crimes and calls for service with the Linn County Sheriff's Office to ensure adequate support is provided. Ongoing
2. Construct permanent fire station. FY 2020-21
3. Maintain current fire/emergency staffing levels and evaluate need for increased staffing levels to meet growth demands in the future. Ongoing
4. Participate in the FEMA National Flood Insurance Program and maintain the City's Community Rating System (CRS) rating. Ongoing
5. Establish benchmarks/performance measures for law enforcement, fire, and emergency response. FY 2020-21

# Strategic Priority 3: Development

## Development of residential, commercial, and industrial properties as a planned and managed process

### Goal No. 1

Provide an economic development plan for the City that makes the best use of City-owned property and identifies types of desired businesses, taking into consideration: impacts; safety for employees and the community; maximization of the financial well-being of the City, its residents, and employees; a growth rate at which infrastructure is available.

#### Objectives

1. Industrial land management of City-owned industrial property. *Ongoing*
2. A marketing plan for city-owned property. *Ongoing*
3. Evaluate membership in AMEDC versus City direct contracting. *FY 2019-20*
4. Identify City core area(s) to be zoned to accommodate a retail center or businesses supporting residents or passing motorists. *FY 2019-20*
5. Complete wetland delineation of City-owned property. *FY 2020-21*
6. Develop a program to identify businesses within the City of Millersburg that provides needed business information without significant cost to the business. *FY 2019-20*

### Goal No. 2

Maintain an economic development contract that assists businesses, economic, and industrial development work within the City utilizing a multi-faceted, comprehensive approach that includes vision, planning, outreach, marketing, financial/incentive tools, and partnership development.

#### Objectives

1. Industrial Lands. *Ongoing*
  - a. Complete and maintain an inventory of available industrial properties within the jurisdiction of the City of Millersburg. Make sure all properties are included in the state inventory program called "Oregon Prospector."

- b. Help industrial properties progress toward site readiness, also known as shovel-ready.
- 2. Business Recruitment.
  - a. Design marketing materials and promote properties within Millersburg. FY 2019-20
  - b. Respond to state business leads sent by Business Oregon and other requests for information (RFIs) from companies interested in starting, expanding, or relocating to Millersburg. This includes gathering the materials requested in RFI's and submitting the information. Ongoing
- 3. Business Retention and Assistance. Ongoing
  - a. Assist small business owners with one-on-one advising.
  - b. Assist existing businesses with expansion or challenges/needs.

### **Goal No. 3**

Residential, commercial, and industrial development is carried out in an orderly manner throughout the community.

#### **Objectives**

- 1. Update the Millersburg Comprehensive Plan. FY 2020-21
- 2. Update Land Use Development Code. FY 2019-20
- 3. Contemplation of need for Urban Growth Boundary (UGB) expansion. FY 2019-20

# Strategic Priority 4: Public Infrastructure

**City infrastructure systems are designed, constructed, and maintained to meet current and future needs**

## Goal No. 1

Develop Old Salem Road as the Gateway into Millersburg

### Objectives

1. Develop plans to optimize the aesthetics of Old Salem Road through the following actions,
  - a. Review Land Use Development Code and design standards for properties fronting Old Salem Road. FY 2019-20
  - b. Incorporate improvements/enhancements along Old Salem Road into Transportation System Plan. FY 2021-22
  - c. Construct gateway treatments at north and south ends of City, also consider gateway treatment at Murder Creek. FY 2023-24

## Goal No. 2

Provide safe, sufficient, and reliable City streets, water, sewer, and storm water systems.

### Objectives

1. Maintain compliance with all water quality regulatory requirements for drinking water, sewage disposal, and storm water. Ongoing
2. Maintain water loss at 10 percent or less. FY 2021-22
3. Ensure that City-wide master plans and engineering standards are in place and regularly reviewed/updated for streets, water, sewer, and storm water. Ongoing
4. Incorporate tasks and projects identified in master plans into Capital Improvements Plan and Millersburg Priority Task List (Gantt Chart). Ongoing
5. Establish and adopt Engineering Standards. FY 2019-20

### **Goal No. 3**

Develop and implement proactive maintenance plans and funding mechanisms for City infrastructure.

#### **Objectives**

1. Maintain a survey of street conditions throughout the City and budget for a multiyear maintenance plan based upon the results of the survey. Ongoing
2. Evaluate adoption of fuel tax to fund street maintenance activities. FY 2019-20
3. Implement recommendations of Storm Water Master Plan for maintenance of City drainage facilities. Ongoing
4. Evaluate adoption of a storm water utility to fund ongoing storm water maintenance. FY 2019-20
5. Evaluate rates annually to ensure adequate funding for operations and maintenance of systems consistent with funding requirements. Ongoing
6. Evaluate SDCs based on changes to master plans and to ensure ongoing funding for needed and/or planned capital improvements. FY 2019-20
7. In conjunction with development of new fire station, consider reuse/relocation of existing structures or addition of new facilities for maintenance/shop building and yard. FY 2020-21
8. Establish reserve funds for identified future capital needs. Ongoing

### **Goal No. 4**

Provide enhanced opportunities for connectivity via non-motorized transportation throughout the City.

#### **Objectives**

1. Complete Parks Master Plan, including planning for multiple use trails, and prioritize projects. FY 2019-20
2. Incorporate the building of designed trails into the planning and approval of new properties and interconnect with neighborhoods via bike lanes. Ongoing

## **Goal No. 5**

Ensure adequate public transportation is available to those requiring it as the City continues to grow.

### **Objectives**

1. Represent the City's public transportation needs through participation with Albany Area Metropolitan Planning Organization (AAMPO). Ongoing

# Strategic Priority 5: Recreation

## A community that supports recreational and social activities for all ages

### Goal No. 1

Evaluate and plan for park and recreation needs.

#### Objectives:

1. Complete Parks Master Plan to identify park and recreation needs. FY 2019-20
2. Sunset Parks Committee and establish a Parks Commission upon completion of the Parks Master Plan. FY 2019-20
3. Develop additional goals and objectives in consultation with Parks Commission and Council concurrence, based on system inventory, community needs, goals and implementation actions and strategies identified in the Parks Master Plan. Ongoing
4. Ensure that Parks Master Plan is regularly reviewed and updated. Ongoing

### Goal No. 2

Continue to support and grow the annual community event, the Millersburg Celebration.

#### Objectives:

1. Support City-sponsored committee to manage the Millersburg Celebration. Ongoing
2. Continue to reach out to businesses for participation in the annual event. Ongoing



# Strategic Priority 6: Environmental Stewardship

## Millersburg promotes sustainability through efficient management of natural resources

### Goal No. 1

Manage natural resources through long-range planning to ensure proper maintenance and investment in these resources.

#### Objectives:

1. Manage City open space property to promote the health of existing trees and habitat. Ongoing
2. Preserve existing trees where possible and encourage planting of new trees with development. FY 2019-20
3. Maintain the urban stream system to preserve and increase storm water flow capacity while supporting beneficial vegetation and habitat. Ongoing
4. Evaluate City facilities for opportunities to incorporate renewable power and energy savings. Ongoing
5. Consider opportunities for reuse of treated wastewater for industrial/irrigation needs. FY 2023-24

# Strategic Plan Accomplishments

| 2016 Strategic Plan Identifier | Objective  | Date Completed |
|--------------------------------|--|----------------|
| V1.S1.G1                       | Process for approval a revision to Section 13 of the City Charter to change the form of city government from a council-mayor form to a council-manager form of government.                   | Dec 2016       |
| V1.S1.G2                       | Hire a city manager who can also serve as city planner.  | Jan 2017       |
| V1.S1.G3                       | Create a plan for hiring person to fill City Recorder position.  | June 2017      |
| V1.S4.G2                       | Install a reader board in front of City Hall.  | Oct 2016       |
| V1.S4.G4                       | Change City Hall hours so it is staffed from 8:00 am until 5:00 pm.  | Feb 2017       |
| V1.S4.G6                       | Add signage to existing utility bill drop box to include "Suggestion Box".   | July 2016      |
| V1.S4.G7                       | Provide a phone messaging system where emergency numbers for City support are provided.  | May 2018       |
| V1.S3.G7                       | Streamline utility billing to bi-monthly water and sewer   | Fall 2017      |
| V1.S5.G2                       | Conduct an annual review of fire protection and ambulance services provided by the Jefferson and Albany agencies to ensure adequate support is provided                                      | 2017           |
| V1.S7.G1                       | Ensure that updated job descriptions exist for all current and proposed staff positions  | Feb 2018       |
| V1.S7.G5                       | Utilize the services of a professional staffing resource(s), including the Council of Governments, to provide pools of qualified and pre-screened candidates for any City staff job openings | Sept 2016      |

|          |  |          |
|----------|--|----------|
| V3.S1.G1 | Develop and implement a plan to light the entire length of Old Salem Road, converting to LED lighting and installed at a spacing accepted as best practices. | Jan 2019 |
| V3.S6.G1 | Identify existing public transportation systems currently available to citizens and communicate the information to residents via multiple formats            | 2017     |
| V3.S6.G2 | Seek input from residents regarding the need for additional public transportation  | 2017     |
| V4.S2.G1 | Organize a committee to design and manage an annual event in the park.   | 2017/18  |
| V4.S2.G2 | Provide opportunities for businesses to set up information tables at the annual event in the park.   | Sep 2018 |
| V4.S3.G1 | Develop a proactive maintenance plan for the parks.  | Mar 2019 |



TO: Millersburg City Council  
 VIA: Kevin Kreitman, City Manager  
 FROM: Janelle Booth, Assistant City Manager/City Engineer  
 DATE: April 4, for the April 9, 2019 City Council Meeting  
 SUBJECT: Connection Fees and Capital Reimbursement Agreements

Action Requested:

Staff requests Council review the attached implementing policy, ordinances, resolutions, and supporting materials and consider whether to proceed to a public hearing for adoption of Connection Fees and Capital Reimbursement Agreements.

Discussion:

At the March 12, 2019 Council meeting, Connection Fees and Capital Reimbursement Agreements were discussed. The staff report from the March 12, 2019 meeting is included as an attachment to this report. At that meeting, Council directed Staff to present implementing policies, ordinances, resolutions, and supporting materials at the following meeting. These materials are included as attachments to this report.

*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.

The proposed Connection Charges are presented in the table below. These charges are the same as the charges the City of Albany adopted in December, 2018.

| 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                  |

The street connection charge replaces Millersburg's current street frontage fee (which includes both street and stormwater improvements) of \$215/ft.

It is recommended that Connection Charges be evaluated and increased annually based upon the Engineering News Record (ENR) published construction cost index (Seattle).

Because connection charges present a new type of fee in Millersburg, if Council is supportive of moving forward, Staff would like Council's input regarding the adoption and implementation timeline. This could include consideration of a delay in implementation of the fees or a "grace period" for those currently in the process of completing land use or building permit actions which would be impacted by the new fees.

#### *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 PW Policy 100.1, Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities 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:

If Council wishes to proceed forward with adopting connection charges and reimbursement agreements, it is recommended that a public hearing be scheduled based on the timeline the Council would like to see for adoption and implementation of the charges.

#### Attachment(s):

- Staff report from March 12, 2019 Council meeting: Connection Fees and Capital Recovery Agreements
- Ordinance 2019-XXX, with Exhibit A, Connection Charges
- Resolution 2019-XX, Water Connection Charge
- Resolution 2019-XX, Sewer Connection Charge
- Resolution 2019-XX, Street Connection Charge
- Resolution 2018-4, A Resolution Updating Public Street Improvement Fees
- Resolution 2019-XX, Storm Water Connection Charge
- PW 100.1 Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities



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



**ORDINANCE NO. 2019-XXX**

**AN ORDINANCE ADOPTING CONNECTION CHARGES**

**WHEREAS**, the City of Millersburg desires to create an equitable system for property owners and developers to participate in the cost of sanitary sewers, water distribution facilities, storm drains, and/or improved streets required along the frontage of their property; and

**WHEREAS**, the City of Millersburg does not currently charge fees to reimburse for the cost of improvements already existing along the frontage of a property that is being developed; and,

**WHEREAS**, the City of Millersburg desires to establish connection charges for sanitary sewers, water distribution facilities, storm drains, and/or improved streets to collect fees commensurate with the cost of the improvements;

**NOW, THEREFORE**, THE PEOPLE OF THE CITY OF MILLERSBURG DO ORDAIN AS FOLLOWS: The City of Millersburg adopts attached “Exhibit A” as the connection charge policy for sanitary sewers, water distribution facilities, storm drains, and/or improved streets.

This Ordinance becomes effective 30 days from date of passage.

**PASSED** by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder

## Exhibit A

### CONNECTION CHARGES

Sections:

- [15.30.010](#) Application of connection charges
- [15.30.020](#) Timing and procedures for determination of connection charge
- [15.30.030](#) Determination of the amount of the connection charge
- [15.30.040](#) Use of monies raised through connection charges
- [15.30.050](#) Failure to pay connection charge

#### **15.30.010 Application of connection charges.**

A connection charge shall be due and payable when any person, corporation, or legal entity, connects to or accesses the City's sanitary sewers, water distribution facilities, storm drains, and/or improved streets, from or for the benefit of any real property against which no assessment has previously been levied or for which the cost of constructing the sanitary sewer, water distribution facility, storm drain, and/or improved street has not been paid by the property owner or predecessor thereof. The City Council shall, by separate resolution establish, and may from time to time amend, a methodology which shall be used to determine the criteria by which a determination will be made concerning the application of any particular connection charge to any particular property within the City. (Ord. 2019-151 April 9, 2019).

#### **15.30.020 Timing and procedures for determination of connection charge.**

If the sanitary sewer, water distribution facility, storm drain, and/or improved street is to be utilized pursuant to any activity involving a land division, the amount of the applicable connection charge shall be paid, in full, prior to the signing of the final plat. In all other cases, the connection charge shall be assessed and paid, in full, prior to the issuance of any building permit or encroachment permit authorizing construction on real property which will utilize or connect to any of the City facilities in MMC [15.30.010](#). (Ord. 2019-151 April 9, 2019).

#### **15.30.030 Determination of the amount of the connection charge.**

The City Council shall, by separate resolution, establish and may, from time to time, revise, a methodology for determining a fair and equitable connection charge when such charge is due pursuant to MMC [15.30.020](#). (Ord. 2019-XXX).

#### **15.30.040 Use of monies raised through connection charges.**

Revenues obtained through connection charges shall only be used for the same type of facility for which the charge was collected. For example, street connection charges shall only be utilized for authorized street fund purposes. Connection charges may be used to repay third persons, other governmental

entities, or the City in the event that these entities provided the original funding which constructed the improved facility to which connection is allowed. (Ord. 2019-XXX).

**15.30.050 Failure to pay connection charge.**

Any development permit, building permit, or encroachment permit erroneously issued by the City without payment of the connection charge required by this chapter shall be void and, in addition to any other remedy or consequence which may follow from the use or occupancy of premises without the required permit, failure to pay the connection charge within 10 days following written notice by the City, addressed to the property owner at the address shown on the applicable county tax records, shall constitute a misdemeanor punishable under the general penalty provided in the Millersburg Code of Ordinances [10.99](#).

DRAFT

**RESOLUTION NO. 2019-XX**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING CONNECTION CHARGES FOR WATER CONNECTIONS OF UNASSESSED PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for water connections of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the water system that benefits the connecting property; and,

**WHEREAS**, the connection charge for water is generally dependent on the minimum size water line to serve the property according to land use zone and required based on a system-wide analysis of fire flow requirements by land use zone; and,

**WHEREAS**, the minimum size water line for single-family residential land use zones (8-inch pipe) and for multi-family, commercial, and industrial land use zones (12-inch pipe) shall be the basis for calculating the per front foot cost for all properties; and,

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the water line regardless of the length of the water line along that frontage; and,

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and,

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

- 1) If a water service is not serving the property in question, the water service shall be installed at the cost of the property owner; and,
- 2) The following water connection charge rate is hereby established:

**Water Connection Charge Rate:**

Single-family Residential without water service - \$44 per front foot

Single-family Residential with water service - \$58 per front foot

Multi-family, Commercial, or Industrial without water service - \$66 per front foot

Multi-family, Commercial, or Industrial with water service - \$74 per front foot; and,

- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,

- 4) It is the intent of the Millersburg City Council to annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

**Effective Date.** This resolution shall be effective thirty (30) days from the date of approval and adoption.

Duly passed by the City Council this 9<sup>th</sup> day of April, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder

**RESOLUTION NO. 2019-XX**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING  
CONNECTION CHARGES FOR SEWER CONNECTIONS OF UNASSESSED  
PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for sewer connections of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the water system that benefits the connecting property; and,

**WHEREAS**, the minimum size sanitary sewer (8-inch pipe) shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the sanitary sewer regardless of the length of the sewer on that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) If a sanitary sewer service lateral is not serving the property in question, the service lateral shall be installed at the cost of the property owner; and
- 2) The following water connection charge rate is hereby established:  
Sanitary Sewer Connection Charge Rate:  
Property without service lateral - \$63 per front foot  
Property with service lateral - \$76 per front foot; and,
- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 4) It is the intent of the Millersburg City Council to annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

**Effective Date.** This resolution shall be effective 30 days from the date of approval and adoption.

Duly passed by the City Council this X<sup>th</sup> day of Month, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder

**RESOLUTION NO. 2019-XX**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING CONNECTION CHARGES FOR STREET CONNECTIONS TO IMPROVED CITY STREETS OF UNASSESSED PROPERTIES IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for connections to improved streets of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the street system that benefits the connecting property; and,

**WHEREAS**, a local street shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the improved street regardless of the length of the street along that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) Resolution 2018-4 is hereby repealed as of the effective date of the adoption of this resolution; and,
- 2) The following street connection charge rate is hereby established:  
Street Connection Charge Rate: \$147 per front foot; and,
- 3) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 4) It is the intent of the Millersburg City Council to annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

**Effective Date.** This resolution shall be effective 30 days from the date of approval and adoption.

Duly passed by the City Council this X<sup>th</sup> day of Month, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder

RESOLUTION NO. 2018-4

A RESOLUTION UPDATING PUBLIC STREET IMPROVEMENT FEES

WHEREAS, occasionally offsite roadway improvements associated with a development are postponed and a public street improvement fee is charged, which is applied to future improvements; and,

WHEREAS, the City of Millersburg intends to align the public street improvement fees charged to the actual costs of completion of the postponed roadway improvements; and,

WHEREAS, costs associated with these public street improvements continue to increase; and,

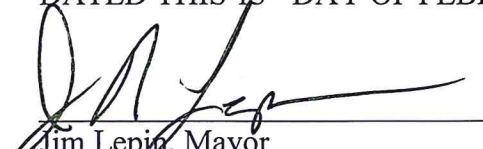
WHEREAS, the public street improvement fees charged by the City of Millersburg must increase to accurately reflect these increased costs associated with these public street improvements; and,

WHEREAS, the City of Millersburg can maintain current and accurate public street improvement fees associated with actual costs of public street improvement completion by annually increasing the public street improvement fees based upon the Engineering News Record (ENR) published construction cost index (Seattle); and,


WHEREAS, the most recent actual costs associated with a public street improvement in Millersburg is \$430/ft for full street improvements and \$215/ft for half street improvements for two-lane arterials and collector streets;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILLERSBURG that the City of Millersburg's public street improvement fee shall be \$430/ft for full street improvements and \$215/ft for half street improvements for two-lane arterials and collector streets, and beginning January 1, 2019, and each subsequent January 1, the City of Millersburg shall increase Public Street Improvement fees based upon the Engineering News Record (ENR) published construction cost index (Seattle);

DATED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2018.

  
\_\_\_\_\_  
Jim Lepja, Mayor  
City of Millersburg, Oregon

ATTEST:

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



**RESOLUTION NO. 2019-XX**

**A RESOLUTION OF THE CITY OF MILLERSBURG, OREGON, ADOPTING  
CONNECTION CHARGES FOR STORM CONNECTIONS OF UNASSESSED PROPERTIES  
IN THE CITY OF MILLERSBURG**

**WHEREAS**, Chapter 15.30 of the Millersburg Code sets forth requirements for connection charges for connections to improved streets of unassessed properties within the City of Millersburg; and,

**WHEREAS**, connection charges are designed to recover the equivalent cost of constructing that portion of the street system that benefits the connecting property; and,

**WHEREAS**, the cost to provide drainage for an average lot in a fully improved subdivision shall be the basis for calculating the per front foot cost for all properties; and

**WHEREAS**, properties fronting a street that meets the standards for an improved street or connected to a storm drain pipe shall be considered served by storm drainage; and

**WHEREAS**, the per front foot dimension shall be calculated by measuring the entire length of the property frontage that is adjacent to the improved street and/or storm drain regardless of the length of the street along that frontage; and

**WHEREAS**, it is important to annually adjust connection charges in order to keep pace with the changing cost of public improvement projects; and

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

- 1) The following storm connection charge rates are hereby established:  
Storm Connection Charge Rate: \$81 per front foot; and,
- 2) In no case shall the total connection charge be for less than an equivalent of fifty feet of frontage; and,
- 3) It is the intent of the Millersburg City Council to annually adjust the connection charges outlined in this Resolution on the first day of January each calendar year in proportion to the change in the Seattle Construction Cost Index as published in the Engineering News Record. The adjustment shall be made by calculating the percentage increase/decrease in the index from the last adjustment and then applying that percentage to the previous year's connection charges.

**Effective Date.** This resolution shall be effective 30 days from the date of approval and adoption.

Duly passed by the City Council this X<sup>th</sup> day of Month, 2019.

---

Jim Lepin, Mayor  
City of Millersburg, Oregon

ATTEST:

---

Kimberly Wollenburg  
City Recorder



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

|  |   |
|--|---|
|  | <p><b>Policy/Procedure Title:</b> Capital Reimbursement Policy for Water, Sewer, Streets, and Storm Drain Facilities<br/> <b>Policy/Procedure #:</b> PW 100.1<br/> <b>Version #/Date:</b> Month X, 2019, Ver. 1.0</p> |
| <p><b>Written by:</b><br/>         Janelle Booth</p>     | <p><b>Reviewed &amp; Approved by:</b><br/>         Name: Kevin Kreitman, City Manager</p>   |
| <p><b>Effective Date:</b><br/>         Month X, 2019</p> | <p>Signature: _____ Date: _____</p>   |
| <p><b>Next Review Date:</b><br/>         Month, 2020</p> | <p><b>Legal Review/Approval:</b><br/>         _____</p>   |

### 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 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 10 percent 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 10 percent 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 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.