



Land Use Application Form

Case No. _____
Date _____
Type _____

Check the Type of Land Use Requested:

- | | |
|--|--|
| <input type="checkbox"/> (PRE) Pre Application | <input type="checkbox"/> (VAR) Variance |
| <input type="checkbox"/> (SP) Site Development Review | <input type="checkbox"/> (DC) Comprehensive Plan Amendment |
| <input type="checkbox"/> (SPR) SP or CUP Modification | <input type="checkbox"/> (DC) Zone Change |
| <input type="checkbox"/> (CUP) Conditional Uses | <input type="checkbox"/> (AN) Annexations |
| <input type="checkbox"/> (LA) Property Line Adjustment | <input type="checkbox"/> (VA) Vacations |
| <input type="checkbox"/> (SD) Subdivisions/PUD/ Manufactured home park | <input type="checkbox"/> (CI) Code Interpretation |
| <input type="checkbox"/> (PA) Partition (3 or less lots) | <input type="checkbox"/> (AJ) Adjustment |

THIS FORM MUST BE FILLED OUT COMPLETELY

I. Property Owner/Applicant Information

- A. Applicant(s) _____
 Email Address _____
 Mailing Address _____
 Phone number _____
- B. Owner(s) _____
 Email Address _____
 Mailing Address _____
 Phone number _____

II. Property Information

- A. Legal description of property: Township _____ Range _____ Section _____
 Tax Lot _____
- B. Additional Properties:
 Township _____ Range _____ Section _____ Tax Lot _____
 Township _____ Range _____ Section _____ Tax Lot _____
- C. Site Address (if any) _____

- D. Zoning designation _____

III. Authorizing Owner/Applicant Certifications

I hereby certify that the statements, attachments, exhibits, plot plan and other information submitted as a part of this application are true and any approval granted based on this information may be revoked if it is found that such statements are false. By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Millersburg employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site. I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

Owner/applicant signature _____ Date _____

Owner/applicant signature _____ Date _____

IV. The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review.

A **narrative** explaining how the application meets all required criteria shown in City land use Development Code, Article 2 (<http://cityofmillersburg.org/millersburg-land-use-development-code/>)

At least 3 folded sets of the project **Site plan**. The site plan must be drawn to scale and show existing and proposed locations of buildings, access, parking, loading, landscaping, screening, fencing, drainage, water supply, sewage disposal, public utilities, unique site features (creeks and wetlands) and exterior lighting.¹

A copy of the **deed** for the subject property.

A copy of any **easement** granting access to the subject property, if the property does not have frontage on a public road.

If the applicant for this request is not the property owner, then **authorization** from the owner must be submitted with the application.

A copy of all permits, licenses, and **authorizations** from other government agencies pertaining to the proposed use, including highway access, water and sewer connections, state or federal discharge permits, if applicable

Notarized **agreement** to meet costs of development review (see attached)

Digital versions of all Site Plans, other plans and/or studies.

Application **Fee**. The total fee shall be the sum of all individual procedural fees unless adjusted by the City Manager.

¹ Additional copies of all exhibits may be required if the application is deemed complete.



CITY OF MILLERSBURG

AGREEMENT TO MEET COSTS OF DEVELOPMENT REVIEW

This Agreement to Meet Costs of Development Review ("Agreement") is entered into on the last signed date indicated below by and between the City of Millersburg, Oregon (hereinafter the "City") and _____ (hereinafter "Applicant") in connection with Applicant's land use application as part of Millersburg Planning File No. _____ (hereinafter "Application").

RECITALS

WHEREAS, Applicant has submitted to the City a Land Use Application pursuant to the Millersburg Code; and

WHEREAS, City is obligated by state law and City Code to review this Application, and determine whether it complies with the approval criteria and standards of state law and City's ordinances and development standards; and

WHEREAS, the parties are uncertain about the total costs of land use planners, engineers or attorneys necessary to review and process the Applicant's Application;

WHEREAS, ORS 227.175 authorizes City to charge Applicant for the actual cost of processing Applicant's Application and the City has elected to do so under Resolution No. 2019-17; and

WHEREAS, if actual costs exceed the deposit, Applicant is responsible for paying the actual costs.

NOW THEREFORE, the premises being generally stated in the foregoing Recitals, the parties agree as follows:

1. Applicant agrees to be responsible for paying the actual costs incurred by City in reviewing the aforesaid Application for compliance with the applicable approval criteria, development design standards and any State requirements.
 - a. Such costs shall include the actual costs of City's land use planners, engineers and attorneys incurred in reviewing that Application including any hearing before the Planning Commission and any appeal.

b. Prior to the City undertaking review of any land use application, the Applicant shall submit a deposit as required by Resolution 2019-17.

2. Applicant agrees to be responsible for paying the actual costs incurred by City in inspecting and verifying Applicant's compliance with any representations made in its Development Applications and with any requirements of City's development and design standards and State requirements.
3. If the costs incurred by the City in processing the Application exceed the amount of the deposit, Applicant agrees to pay the overage prior to the issuance of the final permit and that no development will be allowed under the permit until the amount is paid in full.
4. Applicant agrees that the City will issue an invoice for costs incurred, at a time deemed appropriate by the City, and Applicant is required to remit payment within thirty (30) days of the City-issued invoice date. The City Manager shall be authorized to deem the application void if the invoice is not paid in full within sixty (60) days of the invoice date. Overdue balances remain overdue until paid in full (including all late payment fees and interest charges.) All overdue accounts will be charged a monthly late payment fee of \$50 or 3% of the overdue balance, whichever is greater. Accounts paid in a timely manner will not be charged any late fees. The City may use this document as evidence of a valid agreement between the City and Applicant in order to obtain a judgment against the Applicant and/or a lien on the subject real property. Applicant shall be responsible for City's attorney fees and necessary costs expended to collect the overage amount.
5. Applicant shall raise any dispute about an entry on an invoice in writing within fifteen (15) days of the invoice date. City shall have thirty (30) days to provide a written response to such disputed entry. Applicant shall submit full payment for the invoice with the disputed entry by the agreed upon timeline in section (3) above and City shall credit a subsequent invoice if it determines that the disputed charge should be credited to Applicant. If applicant continues to dispute an entry, it shall request arbitration under section (6) below within fifteen (15) days of transmittal of the City's written response.
6. Dispute Resolution. Applicant or City may at any time request final and binding arbitration of any dispute relating to invoices, costs, or payments due, but in no event does this Agreement extend the statute of limitations under Oregon law. Any party who fails to submit to binding arbitration following a lawful demand by the other party shall bear all costs and expenses, including reasonable attorney fees (including those incurred in any trial, bankruptcy proceeding, appeal or review) incurred by the other party who must seek court

assistance to enforce these arbitration provisions. A party may request arbitration by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. The dispute shall be heard and determined in the City of Millersburg, Oregon, by a single arbitrator agreed upon by the parties. If an agreement cannot be reached, then the arbitrator shall be appointed in accordance with the rules then pertaining to the Linn County Circuit Court Arbitration Program, except to the extent provided otherwise under Oregon laws on arbitration and as otherwise provided herein.

- a. The prevailing party shall recover fees and expenses of any arbitration under section (5), including all of its attorneys and experts fees.
 - b. The arbitrator shall resolve all disputes in accordance with the substantive law of the State of Oregon. The arbitrator shall have no authority or jurisdiction to award any damages or any other remedies beyond those that could have been awarded in a court of law had the parties litigated the claims in court instead of arbitrating them. The parties shall not assert any claim for punitive damages except to the extent such awards are specifically authorized by statute.
 - c. The parties shall use their best efforts to complete any arbitration within sixty (60) days of the filing of the dispute. The arbitrator shall be empowered to impose sanctions for any party's failure to do so. These arbitration provisions shall survive any termination, amendment, or expiration of the Agreement unless the parties otherwise expressly agree in writing. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for the disclosure of information required in the ordinary course of business of the parties or as required by applicable law or regulation. Any time limitation (such as the statute of limitations or laches) that would bar litigation of a claim shall also bar arbitration of the claim. If any provision of this arbitration program is declared invalid by any court, the remaining provisions shall not be affected thereby and shall remain fully enforceable. The parties understand that they have decided that on demand of either of them, their disputes as described herein will be resolved by final and binding arbitration rather than in a court.
7. Should the arbitrator find in favor of the City, the City shall have the right to enforce that right through entry of judgment and seek a lien against any property owned by applicant and applicant waives all objections against the entry of judgment or lien.

IT IS SO AGREED BETWEEN THE CITY OF MILLERSBURG AND:

Applicant:

By: _____ Title: _____
(signature)

Date: _____

STATE OF OREGON

Linn County

This Agreement was acknowledged before me on the _____ day of _____, 20____
by _____ (Applicant's name).



Notary Public (signature)
My commission expires(date): _____