



# CITY OF MILL CITY

## AGENDA OF THE CITY COUNCIL

October 8, 2019

City Hall

444 S 1<sup>st</sup> Avenue

Mill City, Oregon

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### REGULAR SESSION

1. **CALL TO ORDER/FLAG SALUTE**      **6:30 p.m.**      Council President Tony Trout
2. **CITY COUNCIL ROLL CALL/INTRODUCTION OF STAFF**      Council President Tony Trout
3. **DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST**

#### 4. **CONSENT AGENDA:**

*In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed for discussion at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The secretary to the council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the Consent Agenda is then voted on individually by a roll call vote.*

*Copies of the council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at the Mill City, City Hall or at [www.ci.mill-city.or.us/documents/packets](http://www.ci.mill-city.or.us/documents/packets).*

- a. Approval of Minutes of Regular City Council Meeting of September 24, 2019
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, September 2019

#### 5. **LINN COUNTY SHERIFF'S REPORT**

#### 6. **PUBLIC WORKS REPORT**

- a. Pump Report
- b. Public Works Building
- c. NE 5<sup>th</sup> Avenue Update
- d. Other

#### 7. **CITIZEN COMMENTS/QUESTIONS LIMITED TO THREE (3) MINUTES**

#### 8. **PUBLIC HEARING: None Scheduled.**

#### 9. **PRESENTATIONS: None Scheduled.**

#### 10. **OLD BUSINESS**

- a. SW Cedar Street Improvement Project Update
- b. Other

#### 11. **NEW BUSINESS**

- a. DRAFT Additional Dwelling Unit (ADU) Code

- b. Street/Sidewalk/PUE Easement – Aerni; 213 SW Cedar Street
- c. Sidewalk/Temporary Construction Easement – Presbyterian Church; 236 SW Broadway Street
- d. NE 5<sup>th</sup> Avenue Overlay Project – Notice of Intent to Award
- e. Linn County Sheriff's Office Contract Rate Increase
- f. Request for Reduction of Leak Charges – 410 NE Santiam Pointe Ct; Tucker, Dan & Stephenie

## **12. STAFF/COMMISSION REPORTS**

- a. City Recorder Report:
  - i. List of On-Going Old Business Items
  - ii. Other
- g. City Attorney Report:
  - i. Other
- h. Planning Commission Report/Record of Actions: None.

## **13. BUSINESS FROM MAYOR & CITY COUNCILORS**

Administration/ Intergovernmental

- a. Building
- b. Parks/Safety
- c. Water/Sanitation
- d. Street
- e. Police
- f. Mayor

## **14. EXECUTIVE SESSION: None Scheduled.**

## **15. INFORMATIONAL ITEMS: None.**

## **16. ADJOURNMENT**

### **CALENDAR OF UPCOMING CITY MEETINGS & EVENTS**

Wednesday	October 9, 2019	Save Our Bridge Committee Meeting	10:00 a.m.
Tuesday	October 15, 2019	Planning Commission Hearing – If needed	6:30p.m.
Friday	October 18, 2019	Planning Commission Meeting	9:30a.m.
Tuesday	October 22, 2019	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Sunday	November 3, 2019	The Reid House Committee Meeting	2:00p.m.
		DAYLIGHT SAVINGS – FALL BACK!	
Monday	November 11, 2019	CITY HALL CLOSED – VETERAN'S DAY	
Tuesday	November 12, 2019	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Wednesday	November 13, 2019	Save Our Bridge Committee Meeting	10:00 a.m.
Friday	November 15, 2019	Planning Commission Meeting	9:30a.m.
Tuesday	November 19, 2019	Planning Commission Hearing – If needed	6:30p.m.
Tuesday	November 26, 2019	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Thursday	November 28, 2019	CITY HALL CLOSED – THANKSGIVING DAY	
Sunday	December 1, 2019	The Reid House Committee Meeting	2:00p.m.
Tuesday	December 10, 2019	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.

## REQUEST FOR COUNCIL ACTION

**DATE:** October 3, 2019  
**TO:** Mayor Kirsch and City Councilors  
**FROM:** Stacie Cook, MMC, City Recorder  
**REGARDING:** Consent Agenda Items

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- a. Approval of Minutes of Regular City Council Meeting of September 24, 2019
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, September 2019

**MILL CITY  
MINUTES OF THE CITY COUNCIL  
Tuesday, September 24, 2019**

**Mayor Kirsch** opened the meeting at 6:30 PM with the flag salute. Councilors present were Janet Zeyen-Hall, Brett Katlong, Dawn Plotts, Tony Trout and Steve Winn. Staff members in attendance were City Recorder, Stacie Cook and City Clerk/Reid House Facilitator Tree Fredrickson.

**Citizens in attendance** were Ann Carey and Roel Lundquist.

**DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST:** Mayor Kirsch stated that anyone who felt they may have a potential conflict with anything on tonight's agenda may say so at this time or at any time during tonight's meeting.

**CONSENT AGENDA**

Mayor Kirsch stated that a check to Quatrefoil in the amount of \$941.50 needs to be added to item 'b' accounts payable.

Councilor Trout asked if the leak adjustment is one that the staff can provide a credit for. Mrs. Cook said that it is one that we have given a 50% credit for but anything further must be approved by the Council. The process that the Council has been using is to grant a waiver to the highest consumption in the past twelve months.

**Councilor Trout** moved and was seconded by **Councilor Katlong**, to approve items a; Approval of Minutes of Regular City Council Meeting of September 10, 2019, b; Approval of Accounts Payable, and c; Approval of Reduction of Water Charges to the Highest Consumption in the Previous Twelve Months for Bradie and Grant McColly, 363 NE Birch St., as amended, of the consent agenda. Stacie Cook polled the council; the motion passed unanimously, (6:0).

**CITIZEN COMMENTS AND QUESTIONS:** None.

**SW CEDAR STREET IMPROVEMENT PROJECT AWARD:** The City received seven bids for the SW Cedar Street Improvement Project. A bid opening was held on Tuesday, September 17th at 2:00 PM. The apparent low bidder was R & R General Contractors, Inc. in the amount of \$88,999.00. A Notice of Intent to Award was posted along with the Bid Opening Summary, on the City's website before the close of business the 17th. This provided the required seven day notification prior to awarding the contract.

The City Engineer's Recommendation for Award, which includes a summary of total anticipated construction cost for the improvements, was provided for Council review. If the award is made at this meeting, formal notification will be provided to R & R General Contractors, Inc.

Councilor Winn asked about the additional amount for the construction contingency and legal/admin/construction survey/inspections that are outlined in the anticipated project construction costs. Mrs. Cook said that they are costs unanticipated costs that the engineer is stating may cost up to \$10,000 outside of the actual project. These are items such as the storm basin that was installed on NE 5<sup>th</sup> Avenue after the contractor working on the sidewalk improvements found that the basin was within the area he was supposed to construct the sidewalk in. This required that the storm basin be moved outside of the project area, but was an unanticipated cost.

Roel Lundquist, SW Linn Blvd, said that he would have liked to have seen plans for the street project included in a meeting packet for the public to review. In addition, there were questions

about the sidewalk in the project area that needed to be worked out with the property owner and no finalization of this issue came before Council. Mrs. Cook said that this is because the easement document has still not been brought before the Council for consideration.

Councilor Trout asked if all of the design drawings are typically brought to Council for review beyond what was provided with this project, as the overall layout for the street project was presented to the Council.

**Councilor Trout** moved and was seconded by **Councilor Katlong** to Award SW Cedar Street Improvement Project to R & R General Contractors, Inc in the Amount of \$88,999.00. The motion passed unanimously, (6:0).

**LANDSCAPING BID AWARD:** A request for proposals for landscaping services for The Reid House was sent out in late August with a submittal date of September 13, 2019. One response for this service was received from Greenfall Yard Maintenance & Painting, LLC. While the proposal does not address all of the items outlined within the request, staff is recommending proceeding with using Greenfall Yard Maintenance & Painting, LLC at this time as the current landscaping company has indicated that they no longer have time or staff to keep up the grounds.

Greenfall Yard Maintenance & Painting, LLC currently has a number of properties in Mill City that they maintain and the company does nice work. Councilor Trout said that he has seen the work that this company does and they do a good job.

Consensus to move forward with Greenfall.

**RESOLUTION NO. 843 – DLCD TECHNICAL ASSISTANCE GRANT:** Resolution No. 843, which authorizes submittal of a Technical Assistance Grant to DLCD for their current grant cycle closing October 1, 2019, was provided for Council consideration. Staff intends to apply for a grant to assist with costs related to completion of our Comprehensive Plan and a wastewater capacity study.

Ann Carey, SW 1<sup>st</sup> Avenue, asked the Council will get a chance to approve the original grant application before it is submitted. Mrs. Cook said that the action this evening is not approving the grant application, rather the resolution authorizing submittal of the grant application.

**Councilor Trout** moved and was seconded by **Councilor Plotts** to Approve Resolution No. 843 – Authorizing the Submittal of a Technical Assistance Grant Application to the Department of Land Conservation and Development. The motion passed unanimously, (6:0).

#### **MISCELLANEOUS – CITY RECORDER UPDATES:**

*IFA Grant – Water Rates:* The mapping work required as a part of this grant has been completed. A final reimbursement request has been sent to IFA. After review, a project close out report will be provided for staff to complete, which will close out the grant.

*Travel Oregon Grants:* The City received notice that both Travel Oregon grant applications were unsuccessful in the attempt to secure funds to use for the visitor's center and parking lot. A new round of grants will be upcoming with the opportunity to look at a larger grant for one or both of these items.

*Out-of-Office; Vacation – October 7-11, 2019:* Mrs. Cook will be out of the office for vacation the week of October 7-11, 2019, returning Monday, October 14, 2019. Dave Kinney will be attending the October 8, 2019 Council meeting in her place.

*Public Works Building Update:* The main structure of the public works building is complete. The utility lines have all be placed and the trenches backfilled. The prep for the floor was supposed to

be completed so that the concrete could be poured within the next week. Unfortunately, the doors were installed too low, which means that the floor cannot be poured until the matter is fixed. The contractors were digging out and lowering the floor level today.

Mrs. Cook said that the new copier is supposed to be delivered on Friday.

The City received two quotes for the NE 5<sup>th</sup> Avenue overlay project. Both were over the \$50,000 threshold which requires prevailing wage but under the \$150,000 threshold to require full bids. Mrs. Cook said that she wants to check on the cost outline to see if it includes prevailing wage before awarding the contract.

Councilor Katlong showed an old water line that was cut out during one of the most recent leak fixes. The line is an example of others that are in town. Many are aged and eroding and in need of replacement.

Mayor Kirsch said that the reason he wasn't at the last meeting is because he had a short notice opportunity to go to Washington D.C. to attend a conference at the White House. The conference was about how to help smaller communities.

Mayor Kirsch said that he will be out of town for the next meeting so will not be available to attend.

Councilor Plotts thanked Leslie Stewart for work done this last weekend. Mrs. Stewart brought ten people to Mill City for a day of volunteering. They painted all of the benches in town.

Councilor Trout said that at the last meeting there was a letter requesting trees be trimmed within many rights-of-way. The area from SE Hazel Street to SE 5<sup>th</sup> Avenue is the worst. Mrs. Cook said that the inmate work crew was in town last week and were working on trimming trees and bushes.

Councilor Winn said that the City of Stayton sent out letters requiring property owners to cut back trees and shrubs from the right-of-way and asked if this is something that can be put into the newsletter for Mill City.

Mr. Lundquist thanked staff for following up with the owner of the old Hoover building, noting that they have been doing some clean-up of the area outside of their property.

## **ADJOURNMENT**

The meeting was adjourned at 7:27 PM.

Prepared by:

Approved by:

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Stacie Cook, MMC  
City Recorder

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Tim Kirsch  
Mayor

Mill City

Pumping Report - meter read date to meter read date

YEAR 2018							
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	Unmetered Loss	%
DEC	3,463,988		5,286,000	5,286,000	1,822,012	34.47%	
JAN	3,624,808		5,027,000	5,027,000	1,402,192	27.89%	
FEB	3,532,804		5,387,000	5,387,000	1,854,196	34.42%	
MAR	3,130,380		6,145,000	6,145,000	3,014,620	49.06%	
APR	4,080,340		4,995,000	4,995,000	914,660	18.31%	
MAY	3,646,500		6,616,000	6,616,000	2,969,500	44.88%	
JUNE	5,638,424		7,720,000	7,720,000	2,081,576	26.96%	
JULY	6,779,124		10,083,000	10,083,000	3,303,876	32.77%	
AUG	7,571,256		9,276,000	9,276,000	1,704,744	18.38%	
SEP	5,726,688		6,671,000	6,671,000	944,312	14.16%	
OCT	3,632,288		5,570,000	5,570,000	1,937,712	34.79%	
NOV	4,014,516		5,315,000	5,315,000	1,300,484	24.47%	
DEC	3,906,804		5,730,000	5,730,000	1,823,196	31.82%	
TOTALS	58,747,920		83,821,000	83,821,000	25,073,080	29.91%	

year 2019							
Month	Gallons Billed Out	Dollars Billed Out	System Pumped	Total Gallons Avail for Sale	Gallons Avail Less Billed	Unmetered Loss	%
DEC	3,906,804		5,730,000	5,730,000	1,823,196	31.82%	
JAN	3,280,728		5,589,000	5,589,000	2,308,272	41.30%	
FEB	3,912,040		5,374,000	5,374,000	1,461,960	27.20%	
MAR	4,170,848		5,713,000	5,713,000	1,542,152	26.99%	
APR	3,187,228		5,370,000	5,370,000	2,182,772	40.65%	
MAY	4,921,092		6,350,000	6,350,000	1,428,908	22.50%	
JUNE	5,458,904		8,068,000	8,068,000	2,609,096	32.34%	
JULY	5,443,196		9,119,000	9,119,000	3,675,804	40.31%	
AUG	7,402,956		9,788,000	9,788,000	2,385,044	24.37%	
SEP	5,614,488		6,184,000	6,184,000	569,512	9.21%	
OCT							
NOV							
DEC							
TOTALS	47,298,284		67,285,000	67,285,000	19,986,716	29.70%	



***City of Mill City***  
P.O. Box 256  
Mill City, Oregon 97360  
Phone: 503-897-2302 Fax: 503-897-3499

## **Memorandum**

**Date:** October 3, 2019  
**To:** Mayor Kirsch and Council  
**From:** Stacie Cook, MMC, City Recorder  
**Subject:** **Old Business for October 8, 2019 Council Meeting**

**a. SW Cedar Street Improvement Project Update**

The SW Cedar Street Improvement Project Notice of Award was issued after the last Council meeting. The contractor will be returning the signed contract document and required submittals by next Friday, at which point the City will provide the Notice to Proceed for the project. Once we have a start date, I will advise the Council.

Two outstanding items, which were discussed briefly at the last meeting, are completion of easements necessary to access properties, move an existing fence and allow for the sidewalk to legally be in place. These easements will be under New Business for authorization to be signed by the Mayor.

In addition to the easements, the City also needs to rectify the right-of-way area for SW Cedar Street. The area where City Hall was located on SW Cedar Street is currently a tax lot. To completely clear up the matter and declare the land right-of-way a resolution will need to be approved by the Council. Staff will be working on drafting the resolution and will bring it before Council at an upcoming meeting.

**Requested Action: None. Information Only.**

**b. Other**



***City of Mill City***  
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Mill City, Oregon 97360  
Phone: 503-897-2302 Fax: 503-897-3499

## **Memorandum**

**Date:** October 4, 2019  
**To:** Mayor Kirsch and Council  
**From:** Stacie Cook, MMC, City Recorder  
**Subject:** **New Business for October 8, 2019 Council Meeting**

**a. DRAFT Additional Dwelling Unit (ADU) Code**

Enclosed is the last memo to the Planning Commission from Planner David Kinney along with the DRAFT Additional Dwelling Unit (ADU) Code that the Planning Commission has agreed is in final form. As was discussed this past spring when the Council was asked about implementing an ADU code, because we are under the 2500 population threshold, Mill City is not required to implement the ADU code. However, the Planning Commission felt it was a good idea to get a jump on language and code implementation in order to assist with requests that have been coming before them as variance applications as well as to have something in place when Mill City reaches the population of 2500.

I asked the Planning Commission to let me bring this to the Council prior to them holding a public hearing so that we are certain the Council is on board with adopting this code prior to going through the time and expense of the hearing process. Mr. Kinney will be present for this discussion in order to be able to present the code and answer any questions that the Council may have regarding it.

If the Council is ready to proceed with implementation of an ADU code staff will set a hearing at the Planning level. The recommendation of the Planning Commission will come to the Council in the form of an ordinance, which will have to be considered at two separate meetings before taking effect. These processes should ensure ample opportunity for the public to provide input on the code prior to adoption.

**Requested Action: Discussion.**

**b. Street/Sidewalk/PUE Easement – Aerni; 213 SW Cedar Street**

Enclosed is a Slope, Sidewalk and Public Utility (PUE) Easement for 213 SW Cedar Street. This easement grants the City the necessary property to legally retain the sidewalk along the north edge of SW Cedar Street as well as to access and rebuild the ADA ramp at the intersection of SW Cedar Street and SW 2<sup>nd</sup> Avenue.

The easement is granted in consideration of the following:

1. Waiver of Land Use Fee for Multi-Family Site Plan Review at 710 SE 3<sup>rd</sup> Avenue. Land Use Application Must be Filed Within Six Months of Signing of Easement.
2. Granting of ROW Permit for 710 SE 3<sup>rd</sup> Avenue to Install Landscaping Between Property Lin and Existing Trees in SE 3<sup>rd</sup> Avenue ROW (actual area to be defined during site plan review process)
3. Credit of City Portion of Building Permit Costs Not to Exceed \$500.00 for 710 SE 3<sup>rd</sup> Avenue for a Period of Two Years After Signing of Easement.

The property owner, Spring Aerni, has indicated that she will return the signed easement by early next week. Once Council authorizes signing the easement, it will be recorded with Linn County.

**Requested Action: Motion to Direct Mayor Kirsch to Sign the Street/Sidewalk/PUE Easement for 213 SW Cedar Street.**

**c. Sidewalk/Temporary Construction Easement – Presbyterian Church; 236 SW Broadway Street**

Enclosed is a Sidewalk and Temporary Construction Easement for 236 SW Broadway Street. This easement grants the City a permanent easement for the sidewalk currently in place along the west side of the Presbyterian Church. It also grants a temporary construction easement for our contractor to access the property during the project and to relocate a fence that is in the right-of-way along SW Cedar Street.

The easement is granted in consideration of the following:

1. Relocation of existing chain link fence from ROW to property line.

The property owner has signed the easement. Once Council authorizes signing the easement, it will be recorded with Linn County.

**Requested Action: Motion to Direct Mayor Kirsch to Sign the Sidewalk/ Temporary Construction Easement for 236 SW Broadway Street.**

**d. NE 5<sup>th</sup> Avenue Street Overlay Project - Notice of Intent to Award**

Enclosed is the Notice of Intent to Award for the NE 5<sup>th</sup> Avenue Overlay Project. We received two bids; North Santiam Paving in the amount of \$71,600.00 and Knife River Corporation in the amount of \$64,987.50. The Notice of Intent to Award has been advertised on the City's website, effective October 4, 2019. This must be advertised for seven days prior to formal award.

A map showing the NE 5<sup>th</sup> Avenue overlay project is included for review. If there are no concerns with moving forward with the low bidder, a motion to award should be made subject to the following:

1. Verification of BOLI Wage Rates
2. Completion of Required Seven Day Advertising of Notice of Intent to Award (Oct 11)
3. Submittal of Required Contract and Forms

**Requested Action:** Motion to Award NE 5<sup>th</sup> Avenue Street Overlay Project to Knife River Corp, Subject to Advertising of Notice of Intent to Award for Seven Days Prior to Signing Contract, Verification of BOLI Wage Rates and Submittal of Required Contract Forms.

e. **Linn County Sheriff's Office Contract Rate Increase**

Linn County Sheriff's Office has provided the City with notification of finalization of contract negotiations with the Deputy Sheriff's Association. The letter outlining the revised contract rates is enclosed. For the current fiscal year, the hourly rate has increased to \$70.85, making the annual cost \$255,910. We anticipated \$254,140 in the budget.

In addition to the current fiscal year, the letter outlines project rates for FY 2020/2021 at \$72.99 per hour; \$263,640 annual and for FY 2021/2022 at \$75.51 per hour; \$272,742 annual.

A new contract should be forthcoming for the City to consider.

**Requested Action:** None. Information Only.

f. **Request for Reduction of Water Charges – 410 NE Santiam Pointe Ct; Tucker, Dan & Stephenie**

Dan and Stephenie Tucker, owners of 410 NE Santiam Pointe Ct, have submitted a request for reduction of water charges for the current water/sewer billing. According to the letter, the Tucker's installed a series of expandable hoses and sensor activated sprinklers to assist with lawn seeding and keeping geese away until the lawn matured. A section of the hose, which had been thrown over the bank had sprung a leak. Until receiving their bill for the month, the Tucker's were unaware of the problem.

The billing for the month was 140 units with another 60+ used by the time public works went out to check for a leak and the problem was discovered. The 140 units includes a portion of watering for the lawn (July and August were 21 and 37 units, respectively). This amounts to \$483.00 in consumption charges, roughly \$353.50 more than the 37 unit consumption. The additional 60 units will add \$215.40 in charges.

Because this was a leak in a hose, staff is unable to grant any leak adjustment. The Council must determine whether any credit will be provided.

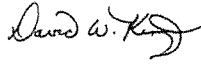
**Possible Motion:**      **To Grant Request for Reduction in Water  
Charges for 410 NE Santiam Pointe Ct in  
the Amount of \$\_\_\_\_\_.**

**To Deny Request for Reduction in Water  
Charges for 410 NE Santiam pointe Ct.**

**g.      Other**

**David W. Kinney**  
**Community Development Consultant**  
791 E. Hollister Street, Stayton, OR 97383  
Office: (503) 769-2020 γ Cell: (503) 551-0899 γ Fax: (503) 769-4111  
Email: dwkinney@wvi.com

**To:** Mill City Planning Commission

**From:** David W. Kinney, Planning Consultant 

**Date:** May 14, 2019 (revised May 28, 2019 and June 13, 2019)

**Subject:** **File 2019-08 – Amendment to the Mill City Zoning Code**  
**Proposal to Allow Accessory Dwelling Units in SFR & MFR Residential Zones**

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### Enclosures

1. Exhibit “A” - Proposed Accessory Dwelling Unit Amendment to the Mill City Zoning Code
2. Exhibit “B” - Guidance on Implementing the Accessory Dwelling Units (ADU) Requirement Under Oregon Senate Bill 1051, Oregon Department of Land Conservation and Development, March 2018.
3. Exhibit “C” - Gold Beach handout on Accessory Dwelling Units.
4. Exhibit “D” - DRAFT Ordinance and Findings

### Background

The City has received several requests to permit an accessory dwelling units within the city’s residential zones. On April 16, 2019, the Commission considered File 2019-06, a variance to allow an accessory dwelling at 769 SW Ivy Street. The Planning Commission postponed making a decision on the variance application, pending consideration of an ADU amendment to the Zoning Code. The Planning Commission tentatively set a public hearing date for June 3, 2019 to consider proposed ADU amendments.

On April 23, 2019, the City Recorder consulted with City Councilors to obtain their preliminary comments. The City Council requested the Planning Commission take time to develop a proposal before setting a public hearing date. Therefore, no hearing date has been set.

The Planning Commission will discuss proposed amendments at the May 21, 2019 meeting.

## Issues Raised by Planning Commission Members and City Staff

During the Planning Commission discussion on April 16, 2019, Commisison members and city staff asked the Planning Consultant to address the following items in the DRAFT ADU amendment:

1. Water and Sewer connections (use of existing connections vs. new connections).
2. SDC Charges
3. Compliance with other requirements of the zoning district (lot size, setbacks, lot coverage, architectural design standards, etc.)
4. Miniimum and Maximum square footage for an ADU (250 sf to 900 sf)
5. If the City allows ADUs in an R-1 zone does this create a de facto multi-family zone.

## Proposed Legislative Amendment to the Mill City Zoning Code

The Mill City Planning Commission's 2019 Work Program includes the review of a Zoning Code amendment to allow accessory dwelling units in residential zones.

In 2017, the Oregon Legislature adopted SB 1051 adopting a statewide policy to encourage the development of accessory dwellings on the same lot as an existing single-family dwelling. Beginning July 1, 2018, all cities with a population of 2,500 or more are required to allow accessory dwellings in any zone that allows single-family homes.

The requirement does not apply to the City of Mill City but the City may adopt a legislative amendment to the zoning code to allow accessory dwellings.

### ***A. Policy Arguments in Favor of Allowing Accessory Dwelling Units:***

1. Provides options for affordable housing units.
2. Provides additional housing options in the City.
3. Provides opportunities for separate housing units for multi-generational families on parcel. (Parent, child, grandparent or other family member/relative).
4. Allows for an on-site dwelling unit for a care-giver.
5. Simplifies the permit process by creating clear standards for an ADU, rather than requiring a variance or a conditional use permit for an ADU..

### ***B. Policy Concerns with Allowing ADU's:***

1. Neighborhood compatability.

2. Siting Standards: Integration of design and placement of the ADU with the existing dwelling.
3. Increased parking requirements and congestion on local streets.
4. Allowing an ADU on all lots in the R-1 zone creates a de facto multi-family zone.
5. Property owners may use the ADU provision to circumvent basic zoning requirements in the R-1 zone and create duplexes on substandard size lots.

Enclosed is a draft amendment to the Mill City Zoning Ordinance to allow an accessory dwelling as a permitted use in the SFR and MFR Residential zones. The planning commission and city staff are encouraged to review the amendment with following questions in mind:

- Are the standards clear and objective?
- Can the staff easily interpret the ordinance and issue permits?

### Planning Commission Hearing

The Planning Commission will hold a public hearing on June 3, 2019 beginning at 6:30 p.m. The City staff will provide a brief staff report and the Commission will accept testimony for and against the proposal, as well as field questions on the proposed amendments.

### Planning Commission Options

<b>Approval</b>	Motion to recommend the proposed ADU amendments to the City Council (as proposed or as modified by the Planning Commission).
<b>Continue Hearing</b>	Motion to continue the public hearing until _____ at _____ p.m. and to direct the staff to address questions raised by the public and Planning Commissoiners.
<b>Reject Proposal</b>	Motion to reject the ADU proposal and notify the City Council that the Planning Commission rejected the proposal and will not forward a proposed ADU amendment to the City Council.



## Exhibit “A”

### *City of Mill City*

### *Zoning Code Amendments for an Accessory Dwelling*

#### ACCESSORY DWELLINGS

Beginning July 1, 2018, all cities with a population of 2,500 or more are required to allow accessory dwellings in any zone that allows single-family homes. The City of Mill City is not required to adopt any amendments, but may do so. The City Council has requested the City staff draft amendments to the Mill City Zoning Ordinance to allow an accessory dwelling as a permitted use in the SFR and MFR Residential zones.

#### 1. Add Definition:

##### ***Section 17.04.030***

***Accessory Dwelling*** – an interior, attached, or detached residential structure that is used in connection with, or that is accessory to, a single-family dwelling.

[Note: A recreational vehicle or a manufactured home is not permitted as an accessory dwelling. Mill City Municipal Code (MCMC) 17.44.020.E and 17.44.020.H already allow for the temporary placement of an RV or a manufactured home to allow for care of a resident due to a medical hardship or for elder care].

#### 2. Add Accessory Dwelling as an Allowed Use in the SFR and MFR Zones.

##### ***Section 17.12.020 Uses Permitted Outright in the Single-Family Residential (R-1) zone***

***G. Accessory Dwellings, subject to requirements in Section 17.44.140.***

##### ***Section 17.16.020 Uses Permitted Outright in the Multi-Family Residential (R-2) zone***

***G. Accessory Dwellings, subject to requirements in Section 17.44.140.***

#### 3. Add Accessory Dwelling Standards

***Section 17.44.140 Accessory Dwelling Standards.*** An accessory dwelling shall conform to all of the following standards:

***A. One Accessory Dwelling Unit Per Site.*** A maximum of one accessory dwelling is allowed per legal single-family dwelling. The accessory dwelling unit may be either

1. a detached building, or
2. located in a portion of an attached accessory structure (e.g. above a garage or in a workshop), or

3. a unit attached to or interior to the primary dwelling and located on the same floor as the main living area of the primary dwelling (e.g. an addition to or the conversion of a portion of the primary dwelling).

**B. Floor Area of the Accessory Dwelling.**

1. Minimum Size. An accessory dwelling may not have less than 480 square feet of floor area. [equivalent to a 20' x 24' addition].
2. Maximum Size.
  - a. A detached accessory dwelling shall not exceed nine hundred (900) square feet of floor area, or seventy-five percent [75%] of the primary dwelling's floor area, *whichever is less.*
  - b. An attached or interior accessory dwelling shall not exceed nine hundred (900) square feet of floor area, or seventy-five percent [75%] of the primary dwelling's floor area, *whichever is less.* An attached or interior accessory dwelling shall be located on the same floor level as the main living area of the primary dwelling.
3. The maximum area of all buildings on the site shall comply with the lot coverage requirements of the zone.

**C. Accessory Dwelling Permit**

Prior to using any structure as an accessory dwelling, the owner shall apply to the City Recorder for an "Accessory Dwelling Permit" authorizing the accessory dwelling use. The application shall contain such information as the City may require to determine whether the application satisfies all criteria and building code requirements.<sup>1</sup>

1. For new structures, no building permit may be issued until the "Accessory Dwelling Permit" has been approved by the City Recorder.
2. For an existing structure being converted to an accessory dwelling unit, the applicant shall obtain a special inspection from the Linn County Building Department certifying that either (1) the existing structure satisfies residential building code requirements or (2) the proposed building improvements will satisfy all residential building code standards. The Linn County Building Department certification shall be provided to the City before an Accessory Dwelling Permit may be issued by the City Recorder.
3. In the case that the City Recorder denies an application for an accessory dwelling permit, the decision may be appealed to the Planning Commission in accordance with Section 17.64.030.

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<sup>1</sup> The City will set an application fee for an Accessory Dwelling Permit adequate to cover the cost of processing and issuing the permit.

**D. Owner Occupancy Requirement and Certification of Owner-Occupancy**

1. **Owner Occupancy Required.** One of the dwelling units shall be occupied by one or more owners of the property as the owner's permanent and principal residence. The owner(s) may live in either the main dwelling or the accessory dwelling unit. The owner(s) must have a fifty percent (50%) or greater interest in the property and must live in the structure for more than six months in each calendar year.
2. **Certification of Owner-Occupancy.** After an "Accessory Dwelling Permit" has been issued by the City, the owner shall record as a deed restriction in the Linn County Clerk's Office a certification by the owner under oath in a form provided by the City that one of the dwelling units is occupied by the owner(s) of the property as the owner(s) principal and permanent residence.
3. **Change in Ownership.** When ownership of a single-family residence with an approved accessory dwelling changes, the new owner(s) shall either record a new owner occupancy certification or remove the accessory dwelling.
4. **Failure to record a new certificate or remove the accessory dwelling within 60 days of transfer of ownership, falsely certifying owner occupancy, or failure to comply with the terms of owner occupancy certification shall be considered violations of the Title 17 of the Mill City Municipal Code, and subject to the penalties listed herein.**
5. **The preparation and filing of documents required in this Section shall be at the sole cost and expense of the property owner or representative.**

**D. Other Development Standards.**

1. **Basic Zoning Requirements.** An accessory dwelling shall meet all other development standards (e.g. height, setbacks, lot coverage, architectural design standards, etc.) that apply to a building in the zoning district.
2. **Conversion of an existing garage or carport as an accessory dwelling.** If an accessory dwelling unit is created by converting an existing garage or carport, then the applicant shall be required to build a new garage or carport on the site and demonstrate the property will comply with the parking requirements in Chapter 17.44 for both the principal dwelling and the accessory dwelling.
3. **Future Land Division.** If the parcel is large enough to be partitioned, the city may require the accessory dwelling be placed on the site so it will meet future building setback and lot size requirements if the parcel is divided.
4. **Water & Sewer Connections and Charges.**
  - a. The accessory dwelling may utilize the water and sewer connections for the primary residence in most cases. However, if the layout and size of the property is such that there is a reasonable possibility of the accessory dwelling being partitioned onto a separate tax lot in the future, separate connections may be required, and such connections shall be laid out to allow for such partitioning.
  - b. If use of the existing sewer interceptor tank is proposed for both dwelling units, the City will review the proposal to verify the existing sewer interceptor tank has

adequate capacity to serve both the primary dwelling and the accessory dwelling unit. If the existing sewer interceptor tank does not have adequate capacity, a separate sewer interceptor tank and sewer tank is required.

- c. When an accessory dwelling unit is connected to the City water and sewer systems, the property owner shall be billed in the same manner as for a duplex with a single water meter.
  - d. SDC charges for the accessory dwelling unit shall apply and be paid at the time of the issuance of the building permit.
5. Other Development Requirements. The accessory dwelling shall comply with all of the following standards:
- a. One additional off-street parking space is required for the accessory dwelling.
  - b. An ADA compliant sidewalk is required from an exterior entrance to the accessory dwelling entrance to an existing walk, parking space or driveway.
  - c. Conversion of an existing legal non-conforming structure to an accessory dwelling is allowed, provided that the conversion does not increase the non-conformity;
  - d. A Recreational Vehicle (RV) may not be used as an accessory dwelling.
  - e. The temporary placement of an RV or a manufactured home to allow for care of a resident due to a medical hardship or for elder care is permitted subject to the provisions of MCMC Section 17.44.020.H.
  - f. The accessory dwelling shall comply with applicable building code and fire life safety requirements for a residential dwelling.

***E. Removal of secondary residence.*** If an owner wishes to remove a secondary residence, the owner shall:

- 1. Obtain a permit and remove the stove and/or cooking appliances and any special wiring or gas plumbing for the cooking appliances; or
- 2. Arrange for a final inspection of the structure by the city's inspector to document that the work has been completed;
- 3. After a secondary residence has been removed, it may not be reoccupied until it has been inspected by the Linn County Building Department to certify that it complies with residential occupancy standards.



## **RESTRICTIVE COVENANT FOR SECONDARY RESIDENCE DWELLING**

I/We, \_\_\_\_\_, the Owner(s) of the real property located in the City of Brownsville, County of Linn, State of Oregon, described as:

### **LEGAL DESCRIPTION: PROVIDED AS EXHIBIT "A" ON THE FOLLOWING PAGE**

known by \_\_\_\_\_ Brownsville, OR \_\_\_\_\_ the "Property"),  
(Street Address) (Zip Code)  
covenant and agree that:

1. By an Administrative secondary use approval dated November 27<sup>th</sup>, 2017, the City of Brownsville approved a secondary residence on the Property, which has been authorized as a "Secondary Residence" pursuant to the provisions of Brownsville Municipal Code, Chapter 15.110. The Secondary Residence shall not be conveyed separately from the principle dwelling unit.
2. The Secondary Residence shall be restricted to a maximum of 800 square feet, as described in Chapter 15.110 Secondary Residences, of the Brownsville Municipal Code.
3. The Certificate of Occupancy for the Secondary Residence shall be in effect only so long as either the principle dwelling unit, or the Secondary Residence is occupied by the owner(s) of record of the Property.
4. Any violation of this restrictive covenant may result in the imposition of penalties under the Brownsville Municipal Code, or other available remedies.
5. This restrictive covenant shall lapse upon either the removal of the Secondary Residence from the Property or by written consent of the City of Brownsville. Upon verification of such removal or consent by the City, the City of Brownsville shall issue recordable documentation releasing this restrictive covenant.
6. This restrictive covenant runs with the Property and shall be binding upon all heirs, successors and assigns of owner(s).
7. This restrictive covenant shall be recorded with the Linn County Clerk.



Owner Signature(s): \_\_\_\_\_

\_\_\_\_\_  
*Date*

Owner 2 Signature(s): \_\_\_\_\_

\_\_\_\_\_  
*Date*

Owner Printed Name(s): \_\_\_\_\_

Owner 2 Printed Name(s): \_\_\_\_\_

The undersigned warrants and declares that all parties whose permission, consent or authority is required to grant this covenant have signed this covenant.

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner 2

**STATE OF OREGON**                    )  
  ) **ss.**  
**COUNTY OF** \_\_\_\_\_        )

*On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared the above named*

\_\_\_\_\_, \_\_\_\_\_ *and*  
*acknowledged the foregoing instrument to be their voluntary act and deed.*

\_\_\_\_\_  
*Notary Public for the State of Oregon*

*My Commission Expires:* \_\_\_\_\_

*Approved by the City of Brownsville, Oregon*

\_\_\_\_\_  
By: S. Scott McDowell  
Its: City Administrator



## **RESTRICTIVE COVENANT FOR SECONDARY RESIDENCE DWELLING**

I/We, \_\_\_\_\_, the Owner(s) of the real property located in the City of Brownsville, County of Linn, State of Oregon, described as:

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(Street Address) (Zip Code)  
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1. By an Administrative secondary use approval dated November 27<sup>th</sup>, 2017, the City of Brownsville approved a secondary residence on the Property, which has been authorized as a "Secondary Residence" pursuant to the provisions of Brownsville Municipal Code, Chapter 15.110. The Secondary Residence shall not be conveyed separately from the principle dwelling unit.
2. The Secondary Residence shall be restricted to a maximum of 800 square feet, as described in Chapter 15.110 Secondary Residences, of the Brownsville Municipal Code.
3. The Certificate of Occupancy for the Secondary Residence shall be in effect only so long as either the principle dwelling unit, or the Secondary Residence is occupied by the owner(s) of record of the Property.
4. Any violation of this restrictive covenant may result in the imposition of penalties under the Brownsville Municipal Code, or other available remedies.
5. This restrictive covenant shall lapse upon either the removal of the Secondary Residence from the Property or by written consent of the City of Brownsville. Upon verification of such removal or consent by the City, the City of Brownsville shall issue recordable documentation releasing this restrictive covenant.
6. This restrictive covenant runs with the Property and shall be binding upon all heirs, successors and assigns of owner(s).
7. This restrictive covenant shall be recorded with the Linn County Clerk.





Owner Signature(s): \_\_\_\_\_

\_\_\_\_\_  
*Date*

Owner 2 Signature(s): \_\_\_\_\_

\_\_\_\_\_  
*Date*

Owner Printed Name(s): \_\_\_\_\_

Owner 2 Printed Name(s): \_\_\_\_\_

The undersigned warrants and declares that all parties whose permission, consent or authority is required to grant this covenant have signed this covenant.

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner 2

**STATE OF OREGON**                    )  
  ) **ss.**  
**COUNTY OF** \_\_\_\_\_ )

*On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared the above named*

\_\_\_\_\_, \_\_\_\_\_ *and*  
*acknowledged the foregoing instrument to be their voluntary act and deed.*

\_\_\_\_\_  
*Notary Public for the State of Oregon*

*My Commission Expires:* \_\_\_\_\_

*Approved by the City of Brownsville, Oregon*

\_\_\_\_\_  
By:    S. Scott McDowell  
Its:   City Administrator

AFTER RECORDING RETURN TO:  
CITY OF MILL CITY  
P.O. BOX 256  
MILL CITY, OR 97360

**CITY OF MILL CITY, OREGON**  
**Slope, Sidewalk, and Public Utility Easement**  
**(Permanent)**

**1. PARTIES:**

Spring Rose Aerni, hereinafter referred to as "Grantor", and the CITY OF MILL CITY, a Municipal Corporation in the State of Oregon, hereinafter referred to as "Grantee".

**2. AFFECTED PROPERTY:**

Grantor is currently the Owner of a tract of land located in the Southeast 1/4 of Section 30, Township 9 South, Range 3 East, Willamette Meridian, located in the City of Mill City, County of Linn, State of Oregon, as described and recorded in Instrument #2014-12521, Linn County Deed Records.

**3. GRANT OF EASEMENT:**

Grantor does hereby forever grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a permanent Street, Sidewalk, and Public Utility Easement (PUE) upon a portion of Grantor's real property as set forth in the attached legal description in **EXHIBIT "A"**, an easement map for the legal description in **EXHIBIT "B"**, and a Tax Assessor map with property highlighted in **EXHIBIT "C"**, which by this reference, are incorporated herein.

TRUE AND ACTUAL CONSIDERATION: Valuable consideration, but zero dollars (\$-0-), which is hereby acknowledged by Grantor and Grantee.

**4. STATEMENT OF PURPOSE:**

The easement described above shall be used for all municipal purposes, including but not limited to, street, sidewalk and street related uses, sewer, water and storm drainage; and, for the use and benefit of public utility companies furnishing electric power, natural gas, communication, and cable television; and, to construct and maintain public utilities and the related earth cut/fill slope supporting the adjacent street improvements; and, for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the street, sidewalk, and utilities; and, for maintaining the earth cut/fill slope, and related facilities.

**5. TYPE OF EASEMENT:**

The easement described above shall be non-exclusive except that Grantee, and each utility owner beneficiary of this easement, shall have the exclusive right to construct, install, maintain and operate the street, sidewalk, and utilities, their equipment and all related facilities above and below ground within the easement, including the right of access to such facilities and the right to remove any obstructions including trees and vegetation within the easement.

The easement shall include the exclusive right, privilege and authority to Grantee and each utility owner beneficiary of this easement, to excavate for, construct, build, install, lay, patrol, operate, maintain, repair, replace, and remove street, sidewalks, and earth cut/fill slopes incident thereto or necessary therewith; and, underground sanitary sewer, storm drain, or water pipelines; electric power, transmission, and supply cables; natural gas pipelines; and, cable television and communication lines with all appurtenances incident thereto or necessary therewith, including aboveground valve boxes, fire hydrants or manholes, in, under, and across the said premises; and, together with the right of Grantee and public utility companies to place, excavate, replace, repair, install, maintain, operate, inspect, add to the number of and relocate such utilities and necessary appurtenances; and, make excavations from time to time, in, under, and through the above-described premises

within said easement; and, to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said street, sidewalk, and utilities, or appurtenances attached to or connected therewith; and, the right of ingress and egress to and over said above-described premises at any and all times for the above purposes; and, for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. In addition, Grantee shall have the right to construct, maintain and repair street, sidewalk and street related facilities and improvements within the easement area.

Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Approved uses within the easement shall consist of, but are not limited to, landscaping, paved driveway or parking areas, trails, paths, sidewalks or other uses that will not affect the ability of the Grantee or utilities to access the easement. Prohibited uses shall consist of, but are not limited to, permanent structures, buildings, or any other obstruction, excavation or alteration of the easement. The easement shall perpetually encumber the property ("run with the land"). No earth fill or embankment shall be placed within the easement or over any utility fixture therein, without a specific written agreement between Grantee, affected utility owners who may be beneficiaries of this easement, and Grantor, their successors, or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the utilities, sidewalk and street related facilities shall be assumed by Grantor, its successors, or assigns.

#### **6. MAINTENANCE:**

Grantee, and each utility owner beneficiary of this easement, shall be responsible for the maintenance of earth cut/fill slopes and related facilities supporting the street and sidewalk, and for the maintenance of the utilities and related facilities located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

Upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, Grantee shall restore the premises of Grantor, and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, fencing, trees and shrubs.

#### **7. INDEMNIFICATION:**

The Grantee hereby does agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim arising out of a failure of the street, sidewalk, and public utilities located in the easement, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill their maintenance obligations as set forth in Paragraph 6 above.

#### **8. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement.

#### **9. DISPUTE RESOLUTION:**

In the event a dispute arises by reason of the terms of this easement, the parties agree that the exclusive remedy is to resolve the issues by mandatory mediation. If the matter is not resolved by mediated settlement, then it shall be submitted to binding arbitration in accordance with Oregon law, and the prevailing party may be awarded attorneys' fees and costs at the discretion of the Arbitrator.

#### **10. FORCE AND EFFECT:**

The parties agree and it is so declared that this easement and the covenants and representations made herein constitute covenants running with the land and a burden upon the property herein described and the terms,

conditions and provisions of this easement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**11. SEVERABILITY:**

The invalidity of any section, clause, sentence, or provision of this easement shall not affect the validity of any other part of this easement, which can be given effect without such invalid part or parts.

**12. GOVERNING LAW:**

The easement is to be governed and construed in accordance with the laws of the State of Oregon. Venue for any action regarding this easement shall be in Linn County.

**13. AUTHORITY AND EXECUTION:**

The grantor executing this easement warrants that they are the Owner of the property in fee title and have full authority to grant and execute this easement. The Grantee's representative is its authorized agent.

IN WITNESS WHEREOF, the parties execute this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and \_\_\_\_\_ has acknowledged the foregoing instrument to be his/her voluntary act and deed.

By: \_\_\_\_\_

Notary Public for \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**GRANTEE:**

This instrument is hereby approved and accepted by the CITY OF MILL CITY, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MILL CITY

By: \_\_\_\_\_  
*Tim Kirsch, Mayor*

STATE OF OREGON                }  
  } ss  
COUNTY OF LINN                }

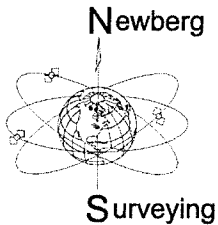
Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and Tim Kirsch, Mayor and authorized agent of the CITY OF MILL CITY, has acknowledged the foregoing instrument to be his and the CITY OF MILL CITY's voluntary act and deed, and has accepted the easement on behalf of the CITY OF MILL CITY.

By: \_\_\_\_\_  
Notary Public for Oregon  
My Commission expires:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James L. McGehee, City Attorney

Date:\_\_\_\_\_



Newberg Surveying, Inc  
1205 NE Evans  
McMinnville, OR 97128  
(503)-474-4742 • (503)-474-3752 FAX

## First United Presbyterian Church Easement Descriptions

### EXHIBIT 'A1'

#### Permanent Sidewalk Easement

A permanent easement being a portion of land described in Lots 5, 6, 7, and 8 of Block 13 of Hobson's Addition to the City of Mill City in Section 30, Township 9 South, Range 3 East, Willamette Meridian, Linn County, Oregon, the exterior boundary being more particularly described as follows:

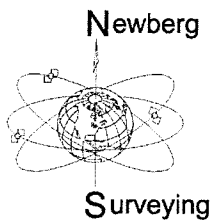
Beginning at the Northwest corner of Lot 8, Block 13 Hobson's Addition; thence North  $89^{\circ} 46' 23''$  East along the north boundary of said lot, a distance of 10.00 feet; thence leaving the north boundary of Lot 8, South  $38^{\circ} 59' 46''$  West 12.65 feet; thence South  $0^{\circ} 14' 39''$  East (2 feet from and parallel to the east right of way of 3<sup>rd</sup> Street when measured at right angles) a distance of 178.93 feet; thence South  $49^{\circ} 36' 40''$  East 17.29 feet to a point on the north margin of Cedar Street; thence South  $89^{\circ} 46' 18''$  West 15.12 feet to the Southwest corner of Lot 5; thence North  $0^{\circ} 14' 39''$  West along the east margin of 3<sup>rd</sup> Street 199.98 feet to the point of beginning.

### EXHIBIT 'A2'

#### Temporary Construction Easement

A temporary easement being a portion of land described in Lot 5 of Block 13 of Hobson's Addition to the City of Mill City in Section 30, Township 9 South, Range 3 East, Willamette Meridian, Linn County, Oregon, the exterior boundary being more particularly described as follows:

Beginning at a point on the North margin of Cedar Street said point being North  $89^{\circ} 46' 18''$  East 15.12 feet from the Southwest corner of Lot 5; thence North  $89^{\circ} 46' 18''$  East 52.34 feet; thence North  $0^{\circ} 13' 42''$  West 2.00 feet; thence South  $89^{\circ} 46' 18''$  West 54.68 feet to a point on the east margin of the above described permanent easement, said point being North  $49^{\circ} 36' 40''$  West 3.07 feet from the point of beginning; thence South  $49^{\circ} 36' 40''$  East 3.07 feet to the point of beginning.



Newberg Surveying, Inc  
1205 NE Evans  
McMinnville, OR 97128  
(503)-474-4742 • (503)-474-3752 FAX

## EXHIBIT 'A'

### Road way and Sidewalk Easement

A permanent easement being a portion of land conveyed to Spring Rose Aerni recorded September 26, 2014 in Instrument 2014-12521 Linn County Deed Records lying within Section 30, Township 9 South, Range 3 East, Willamette Meridian, Linn County, Oregon, the exterior boundary of the easement being described as follows:

Beginning at the Southwest corner of that land described in said Instrument 2014-12521 thence North  $0^{\circ} 14' 26''$  West along the west boundary of Aerni tract a distance of 7.80 feet; thence South  $89^{\circ} 25' 28''$  East 72.96 feet; thence North  $81^{\circ} 35' 17''$  East 6.25 feet; thence South  $89^{\circ} 19' 04''$  East 20.97 feet; thence North  $36^{\circ} 38' 09''$  East 13.33 feet more or less to a point on the East boundary of Lot 4 Block 13; thence South  $0^{\circ} 14' 14''$  East 18.00 feet to the Southeast corner of land described in Instrument 2014-12521; thence South  $89^{\circ} 46' 18''$  West 108.11 feet to the point of beginning.



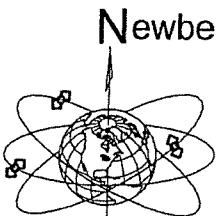
# EXHIBIT "B"

## EASEMENT MAP

Sept. 19, 2019

SE 1/4 SECTION 30 T. 9 S., R. 3 E., WM.,

SW BROADWAY ST



Surveying

SCALE: 1" = 30'



8

Street & Sidewalk Easement Table

NUM	BEARING	DISTANCE
L1	N 0°14'26"W	7.80'
L2	S89°25'28"E	72.96'
L3	N81°35'17"E	6.25'
L4	S89°19'04"E	20.97'
L5	N36°38'09"E	13.33'
L6	S 0°14'14"E	18.00'
L7	S89°46'18"W	108.11'

RANDALL AND KATHLEEN  
MICKEY TRUST  
INST. #2018-07785  
T.L. 9S03E30DD-5700

RANDALL AND KATHLEEN  
MICKEY TRUST  
INST. #2018-07785  
T.L. 9S03E30DD-5801

RANDALL AND KATHLEEN  
MICKEY TRUST  
INST. #2018-07785  
T.L. 9S03E30DD-5600

BUILDING

BUILDING

VACATED VOL. 226, PAGE 259

AERNI  
INST. #2014-12521  
T.L. 9S03E30DD-5900

POB OF STREET AND  
SIDEWALK EASEMENT  
OVER AERNI

DRIVEWAY  
APPROACH

DRIVEWAY  
APPROACH

VACATED VOL. 199, PAGE 466

Newberg Surveying, Inc.

1205 NE Evans  
McMinnville, OR 97128

(503)-474-4742

(503)-474-3752 Fax

(971)-237-1956 Cell

newberg@viclink.com

SW CEDAR ST

#2006

2+00

N 0°14'14"W

1+00

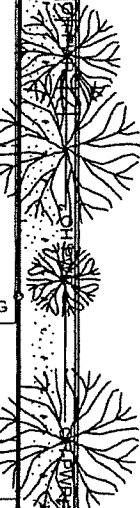
259.97'

SW 2ND AVE

3

2

1



CROSSWALK  
RAMP  
BIMBO

DRIVEWAY  
APPROACH  
RAMP  
OH-PWR  
US-COM

RAMP

FOR ASSESSMENT AND  
TAXATION ONLY

S.E. 1/4 S.E. 1/4 SEC. 30 T.9S. R.3E. W.M.  
Linn County  
1" = 100'

09S03E30DD  
MILLCITY

Cancelled Nos.

1550  
5550  
6001  
1201  
3500  
4251

N. SANTIAM RIVER

1/16 COR.

1/16 COR.

1/16 COR.

SEE MAP 9 3E 31AA

SEE MAP 9 3E 29CC

SEE MAP 9 3E 30CC

09S03E30DD  
MILLCITY  
7/23/2018

EXHIBIT 'C'



AFTER RECORDING RETURN TO:  
CITY OF MILL CITY  
P.O. BOX 256  
MILL CITY, OR 97360

**CITY OF MILL CITY, OREGON**  
**Sidewalk Easement**  
**(Permanent)**  
**Construction Easement**  
**(Temporary)**

**1. PARTIES:**

First United (Mill City) Presbyterian Church, hereinafter referred to as "Grantor", and the CITY OF MILL CITY, a Municipal Corporation in the State of Oregon, hereinafter referred to as "Grantee".

**2. AFFECTED PROPERTY:**

Grantor is currently the Owner of a tract of land located in Lots 5, 6, 7, and 8 of Block 13 of Hobson's Addition to the City of Mill City in the Southeast 1/4 of Section 30, Township 9 South, Range 3 East, Willamette Meridian, located in the City of Mill City, County of Linn, State of Oregon, as described and recorded in Volume 278, Page 347 and Volume 286, Page 332, Linn County Deed Records.

**3. GRANT OF EASEMENT:**

Grantor does hereby forever grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a permanent Sidewalk Easement upon a portion of Grantor's real property as set forth in the attached legal description in **EXHIBIT 'A1'**, an easement map for the legal description in **EXHIBIT 'B'**, and a Tax Assessor map with property highlighted in **EXHIBIT 'C'**, which by this reference, are incorporated herein and;

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a temporary Construction Easement upon a portion of Grantor's real property as set forth in the attached legal description in **EXHIBIT 'A2'**, an easement map for the legal description in **EXHIBIT 'B'**, and a Tax Assessor map with property highlighted in **EXHIBIT 'C'**, which by this reference, are incorporated herein.

TRUE AND ACTUAL CONSIDERATION: Valuable consideration, but zero dollars (\$-0-), which is hereby acknowledged by Grantor and Grantee.

**4. STATEMENT OF PURPOSE:**

The easements described above shall be used for; all municipal purposes, including but not limited to, sidewalks and related uses and; for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the sidewalk and related facilities.

**5. TYPE OF EASEMENT:**

The **Permanent Sidewalk Easement** described above shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, maintain and operate the sidewalk and all related facilities above and below ground within the easement, including the right of access to such facilities and the right to remove any obstructions including trees and vegetation within the easement.

The easement shall include the exclusive right, privilege and authority to Grantee to excavate for, construct, build, install, lay, patrol, operate, maintain, repair, replace, and remove sidewalks across the said premises; and, together with the right of Grantee to place, excavate, replace, repair, install, maintain, operate, inspect, from time to time, through the above-described premises within said easement; and, to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said

sidewalk or appurtenances attached to or connected therewith; and, the right of ingress and egress to and over said above-described premises at any and all times for the above purposes; and, for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. In addition, Grantee shall have the right to construct, maintain and repair sidewalk and related facilities and improvements within the easement area.

Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Approved uses within the easement shall consist of, but are not limited to, landscaping, paved driveway or parking areas, trails, paths, sidewalks or other uses that will not affect the ability of the Grantee to access the easement. Prohibited uses shall consist of, but are not limited to, permanent structures, buildings, or any other obstruction, excavation or alteration of the easement. The easement shall perpetually encumber the property ("run with the land"). No earth fill or embankment shall be placed within the easement or over any fixture therein, without a specific written agreement between Grantee and Grantor, their successors, or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the sidewalk and related facilities shall be assumed by Grantor, its successors, or assigns.

The **Temporary Construction Easement** described above authorizes Grantee's contractor to enter onto Grantor property, remove existing black chain link fence along SW Cedar Street and move said fence behind property line, approximately two feet north of existing location.

#### **6. MAINTENANCE:**

Grantee shall be responsible for the maintenance of earth cut/fill slopes and related facilities supporting the sidewalk, and for the maintenance of the sidewalk located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

Upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, Grantee shall restore the premises of Grantor, and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, fencing, trees and shrubs.

#### **7. INDEMNIFICATION:**

The Grantee hereby does agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim arising out of a failure of the sidewalk located in the easement, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill their maintenance obligations as set forth in Paragraph 6 above.

#### **8. REMEDIES:**

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement.

#### **9. DISPUTE RESOLUTION:**

In the event a dispute arises by reason of the terms of this easement, the parties agree that the exclusive remedy is to resolve the issues by mandatory mediation. If the matter is not resolved by mediated settlement, then it shall be submitted to binding arbitration in accordance with Oregon law, and the prevailing party may be awarded attorneys' fees and costs at the discretion of the Arbitrator.

#### **10. FORCE AND EFFECT:**

The parties agree and it is so declared that this easement and the covenants and representations made herein constitute covenants running with the land and a burden upon the property herein described and the terms,

conditions and provisions of this easement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

**11. SEVERABILITY:**

The invalidity of any section, clause, sentence, or provision of this easement shall not affect the validity of any other part of this easement, which can be given effect without such invalid part or parts.

**12. GOVERNING LAW:**

The easement is to be governed and construed in accordance with the laws of the State of Oregon. Venue for any action regarding this easement shall be in Linn County.

**13. AUTHORITY AND EXECUTION:**

The grantor(s) executing this easement warrant(s) that they are the Owner of the property in fee title and have full authority to grant and execute this easement. The Grantee's representative is its authorized agent.

IN WITNESS WHEREOF, the parties execute this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**

By: \_\_\_\_\_  
*Becky Hilkey, Clerk of Session*

By: \_\_\_\_\_  
*(Print)*

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and \_\_\_\_\_ has acknowledged the foregoing instrument to be his/her voluntary act and deed.

By: \_\_\_\_\_

Notary Public for \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**GRANTEE:**

This instrument is hereby approved and accepted by the CITY OF MILL CITY, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MILL CITY

By: \_\_\_\_\_  
*Tim Kirsch, Mayor*

STATE OF OREGON                }  
  } ss  
COUNTY OF LINN                }

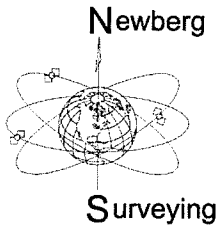
Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and Tim Kirsch, Mayor and authorized agent of the CITY OF MILL CITY, has acknowledged the foregoing instrument to be his and the CITY OF MILL CITY's voluntary act and deed, and has accepted the easement on behalf of the CITY OF MILL CITY.

By: \_\_\_\_\_  
Notary Public for Oregon  
My Commission expires:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James L. McGehee, City Attorney

Date: \_\_\_\_\_



Newberg Surveying, Inc  
1205 NE Evans  
McMinnville, OR 97128  
(503)-474-4742 • (503)-474-3752 FAX

## **EXHIBIT 'A1'**

### **Permanent Sidewalk Easement**

A permanent easement being a portion of land described in Lots 5, 6, 7, and 8 of Block 13 of Hobson's Addition to the City of Mill City in Section 30, Township 9 South, Range 3 East, Willamette Meridian, Linn County, Oregon, the exterior boundary being more particularly described as follows:

Beginning at the Northwest corner of Lot 8, Block 13 Hobson's Addition; thence North  $89^{\circ} 46' 23''$  East along the north boundary of said lot, a distance of 10.00 feet; thence leaving the north boundary of Lot 8, South  $38^{\circ} 59' 46''$  West 12.65 feet; thence South  $0^{\circ} 14' 39''$  East (2 feet from and parallel to the east right of way of 3<sup>rd</sup> Street when measured at right angles) a distance of 178.93 feet; thence South  $49^{\circ} 36' 40''$  East 17.29 feet to a point on the north margin of Cedar Street; thence South  $89^{\circ} 46' 18''$  West 15.12 feet to the Southwest corner of Lot 5; thence North  $0^{\circ} 14' 39''$  West along the east margin of 3<sup>rd</sup> Street 199.98 feet to the point of beginning.

## **EXHIBIT 'A2'**

### **Temporary Construction Easement**

A temporary easement being a portion of land described in Lot 5 of Block 13 of Hobson's Addition to the City of Mill City in Section 30, Township 9 South, Range 3 East, Willamette Meridian, Linn County, Oregon, the exterior boundary being more particularly described as follows:

Beginning at a point on the North margin of Cedar Street said point being North  $89^{\circ} 46' 18''$  East 15.12 feet from the Southwest corner of Lot 5; thence North  $89^{\circ} 46' 18''$  East 52.34 feet; thence North  $0^{\circ} 13' 42''$  West 2.00 feet; thence South  $89^{\circ} 46' 18''$  West 54.68 feet to a point on the east margin of the above described permanent easement, said point being North  $49^{\circ} 36' 40''$  West 3.07 feet from the point of beginning; thence South  $49^{\circ} 36' 40''$  East 3.07 feet to the point of beginning.

# EXHIBIT "B" EASEMENT MAP

Sept. 19, 2019

N89°46'23"E

SW BROADWAY ST

30.00'

SE 1/4 SECTION 30 T. 9 S., R. 3 E., WM.,

Permanent Easement		
NUM	BEARING	DISTANCE
L1	N89°46'23"E	10.00'
L2	S38°59'46"W	12.65'
L3	S 0°14'39"E	178.93'
L4	S49°36'40"E	17.29'
L5	S89°46'18"W	15.12'
L6	N 0°14'39"W	199.98'

8

FIRST UNITED PRESBYTERIAN CHURCH  
VOL. 278 PAGE 347  
T.L. 9S03E30DD-5800

7

Permanent  
Sidewalk Easement

13

FIRST UNITED PRESBYTERIAN CHURCH  
VOL. 286 PAGE 332  
T.L. 9S03E30DD-6000

6

Temporary Construction Easement		
NUM	BEARING	DISTANCE
L7	N89°46'18"E	52.34'
L8	N 0°13'42"W	2.00'
L9	S89°46'18"W	54.68'
L10	S49°36'40"E	3.07'

5

DRIVEWAY  
APPROACH

DRIVEWAY  
APPROACH

Temporary Construction  
Sidewalk Easement  
N89°46'18"E

SW CEDAR ST

VACATED VOL. 199, PAGE 466

276.22'

CITY OF MILL CITY  
BOOK 201 PAGE 387  
T.L. 9S03E30DD-7001

Newberg Surveying, Inc.

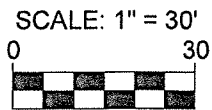
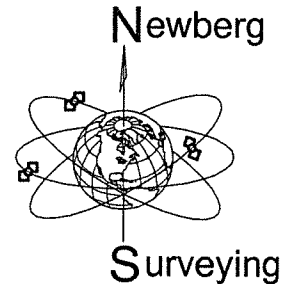
1205 NE Evans  
McMinnville, OR 97128

(503)-474-4742

(971)-237-1956 Cell

(503)-474-3752 Fax

newberg@viclink.com



AERNI  
INST. #2014-12521  
T.L. 9S03E30DD-5900

SW 3RD AVE

259.98'

N0°14'39"W

#2035

#2047

RAMP

fence to be relocated

30.00'

30.00'



FOR ASSESSMENT AND  
TAXATION ONLY

S.E. 1/4 S.E. 1/4 SEC. 30 T. 9S. R. 3E. W.M.  
Linn County  
1" = 100'

09S03E30DD  
MILL CITY  
Cancelled Nos.  
1300  
5850  
6001  
6200  
9500  
4201

N. SANTIAM RIVER

1/16 COR.

1/16 COR.

1/16 COR.

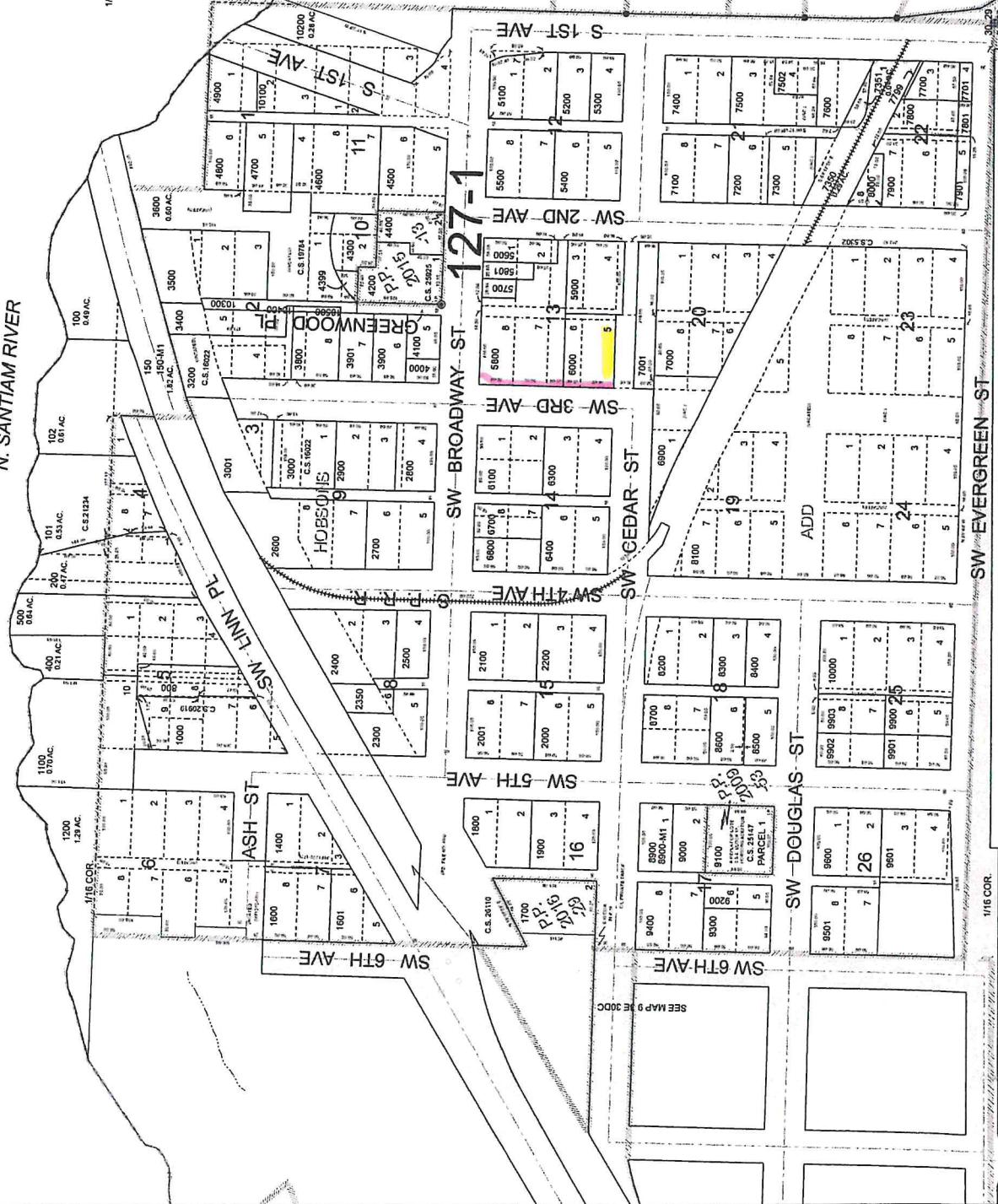
SEE MAP 9 3E 31AA

SEE MAP 9 3E 30DC

SEE MAP 9 3E 29CC

EXHIBIT 'C'

09S03E30DD  
MILL CITY  
7/23/2018



October 4, 2019

**To all Project Bidders,**

**Project: City of Mill City – NE 5<sup>th</sup> Avenue Overlay Project**  
**(Bid Closing – Tuesday, September 24, 2019 @ 2pm)**

**Subject: Notice of Intent to Award**

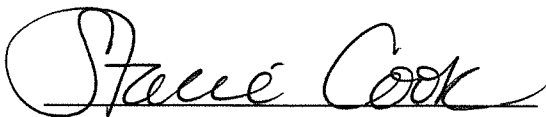
**Project Bidders List:** North Santiam Paving  
Knife River Corporation - NW

The City of Mill City received Bids for the **City of Mill City – NE 5<sup>th</sup> Avenue Overlay Project** from the Bidders listed above. In accordance with ORS 279C.375 and OAR 137-049-0395(1), this document constitutes the City of Mill City's Notice of Intent to Award the contract for the **City of Mill City – NE 5<sup>th</sup> Avenue Overlay Project to Knife River Corporation-Northwest**, subject to the City's decision on award by the Mill City City Council. The City's decision on award will go before the Mill City City Council on October 8, 2019. The City's bid opening summary for the Project is attached.

In accordance with ORS 279C.375 and OAR 137-049-0395(3), no award by the City shall become final until the later of the following: (a) seven days after the date of this Notice of Intent to Award, unless the solicitation document provided a different period for protest; or, (b) the City provides a written response to all timely-filed protests that denies the protest and affirms the award. As such, if Bidders wish to protest the City's Intent to Award, the Bidders shall specify the grounds upon which it is based and shall be directed to:

City of Mill City  
Attn: Stacie Cook, MMC, City Recorder  
444 S. 1<sup>st</sup> Avenue  
Mill City, OR 97360

Sincerely,

  
City Recorder

# City of Mill City – NE 5<sup>th</sup> Avenue Overlay Project

(Bid Closing – Tuesday, September 24, 2019 @ 2pm)

## Bid Summary

*This Bid Opening Summary information is provided to Bidders as a courtesy and does not take into account responsibility or responsiveness of Bidders. Bidders were advised in the Request for Quotations that the City's decision on award will be made by the Mill City City Council at either the September 24, 2019 or October 8, 2019 City Council meeting.*

Contractor	Total Bid Amount
North Santiam Paving	\$71,600.00
Knife River	\$64,987.50

By: Stacie Cook, MMC, City Recorder



# LINN COUNTY SHERIFF'S OFFICE

**Jim Yon, Sheriff**

1115 S.E. Jackson Street, Albany, OR 97322

Phone: 541-967-3950

[www.linnsheriff.org](http://www.linnsheriff.org)

August 27, 2019

City of Mill City,

The County has settled the contract negotiations with the Deputy Sheriff's Association. Based on the terms of the contract, we have updated our projected rates for the Law Enforcement Services Contract costs and are providing actual rates for this current year.

The rate increased to \$70.85 per hour for this current fiscal year. The of Mill City currently contracts for 3612 hours a year (301 hours per month). Your 2019/2020 annual cost will be \$255,910.

With this contract, we also have projected rates for the following two years. Fiscal year 2020/2021 is projected to be at a rate of \$72.99 per hour for an annual cost of \$263,640. Fiscal year 2021/2022 is projected to be at a rate of \$75.51 per hour for an annual cost of \$272,742.

If you have any questions about these projections, please, as always, reach out to me immediately.

Sheriff Jim Yon

October 2, 2019

City of Mill City  
444 S. 1<sup>st</sup> Ave.  
Mill City, OR. 97360

Danny/Stephenie Tucker  
410 Santiam Pointe CT NE  
Mill City, OR. 97360  
RE; Water/Sewer Acct 001643-00  
9-1-19 – thru - 10-2-19 water usage

**RECEIVED**  
**OCT 03 2019**

**BY: .....**

Dear City Council;

As of our latest sewer/water bill for services September 1 thru September 30, 2019 we had an obvious water usage issue. This situation continued thru today; October 2, 2019. With the help of a city employee it was discovered we had a leak from an external water spicket. This water spicket has a series of expandable hoses and sensor activated sprinklers attached to it.

We set this up to protect our newly planted yard from unwanted geese until the yard has matured.

The problem has been rectified.

As new Mill City residents we are respectfully requesting leniency for the excessive water usage during the period of September 1 thru October 2<sup>nd</sup>, 2019.

Thank you in advance for your understanding and consideration.

Sincerely,

Dan & Stephenie Tucker

***City of Mill City***  
P.O. Box 256  
Mill City, Oregon 97360  
Phone: 503-897-2302 Fax: 503-897-3499

## **Memorandum**

**Date:**           **October 3, 2019**  
**To:**           **Mayor Kirsch and City Councilors**  
**From:**       **Stacie Cook, MMC, City Recorder**  
**Subject:**     **City Recorder Report for October 8, 2019 Meeting**

**1.    List of On-Going Old Business Items**

Enclosed is the current list of on-going old business items. If there are items which should be added that I have missed, please let me know. As always, if there are any items on the list that you would like to discuss please pull it under old business on the agenda.

**Requested Action:   None. Information Only.**

**2.    Other**

# **On-Going Old Business Items**

1. Water Line Repairs/Replacements – City Engineer needs to be involved to outline costs
2. Post Carvings
3. Income Study
4. Certificate of Occupancy/Planning and Building Services Agreement
5. Personnel Handbook
6. Nuisance Grass Process
7. Nuisance Grass Fee Schedule
8. KeyScan Cards
9. Actuators
10. Security Cameras
11. City Administrator Job Description
12. Sewer Rate Study
13. Sewer SDC Study
14. Additional SDC Implementation (Street, Storm, Parks, etc.)
15. Update Current Fee Schedule
16. Implementation of Missing Fees (Notary, etc.)
17. Engineering RFQ
18. Sewer Capacity Study
19. TIGER Grant
20. Large Event Use Policy
21. The Reid House
22. City Hall Artwork
23. MC Falls Park Parking/EV Charging Stations
24. NW Alder Street Slide Area
25. Parking Restriction Resolution
26. Strategic Plan/Goal Setting