



# CITY OF MILL CITY

## AGENDA OF THE CITY COUNCIL

November 12, 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.**      Mayor Tim Kirsch

**2. CITY COUNCIL ROLL CALL/INTRODUCTION OF STAFF**      Mayor Tim Kirsch

**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 October 22, 2019
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, October 2019
- d. Authorization to Close City Hall on Friday, November 29, 2019 as an Unpaid Holiday

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

**6. PUBLIC WORKS REPORT**

- a. Pump Report
- b. Public Works Building
- c. SW Cedar Street Improvement Project Update
- d. NE 5<sup>th</sup> Avenue Overlay Project Update
- e. Other

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

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

**9. PRESENTATIONS: Waste Water Task Force/ N. Santiam Sewer Authority Formation  
– Danielle Gonzalez, Marion County**

## **10. OLD BUSINESS**

- a. Request for Reduction of Leak Charges – 410 NE Santiam Pointe Ct; Tucker, Dan & Stephenie
- b. Other

## **11. NEW BUSINESS**

- a. Request for Reimbursement – Interceptor Tank Pumping; 537 NW Alder St.
- b. Public Works Maintenance Worker I Review
- c. DRAFT LCSO Contract/MOU
- d. Other

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

- a. City Recorder Report:
  - i. List of On-Going Old Business Items
  - ii. Dental Van; Tuesday, November 19
  - iii. Audit Update
  - iv. Other
- b. City Attorney Report: Mr. McGehee will be attending the November 26, 2019 meeting instead due to medical issues.
- c. Planning Commission Report/Record of Actions:
  - i. Minutes of Special Planning Commission Meeting of September 3, 2019
  - ii. Notice of Decision, File No. 2019-14; Variance to 7.5' Setback Requirement for Building Addition – 648 Parkside Dr.
  - iii. Notice of Decision, File No. 2019-16; Site Plan Review for New Home – Land Use Action on the N. Santiam River; 1315 SW Spring St.
  - iv. Notice of Decision, File No. 2019-13; Lot Line Adjustment – 680 SW High St.
  - v. Notice of Decision, File No. 2019-15; Lot Line Adjustment - 350 NE Cherry St/757 NE Santiam Blvd.
  - vi. Notice of Decision, File No. 2019-17; Lot Line Adjustment – 165 SW Evergreen St/300 SW Cedar St/093E30DD TL 7000

## **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      November 13, 2019      Save Our Bridge Committee Meeting      10:00a.m.

Tuesday	November 19, 2019	Planning Commission Hearing	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	
Tuesday	December 10, 2019	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Wednesday	December 11, 2019	Save Our Bridge Committee Meeting	10:00 a.m.
Tuesday	December 17, 2019	Planning Commission Hearing	6:30p.m.
Friday	December 20, 2019	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	December 24, 2019	CHRISTMAS EVE – ½ DAY	
Wednesday	December 25, 2019	CITY HALL CLOSED – CHRISTMAS DAY	
Wednesday	January 1, 2020	CITY HALL CLOSED – NEW YEAR’S DAY	
Tuesday	January 14, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30 p.m.
Friday	January 17, 2020	Planning Commission Meeting – If needed	9:30a.m.
Monday	January 20, 2020	CITY HALL CLOSED – MARTIN LUTHER KING JR DAY	
Tuesday	January 21, 2020	Planning Commission Meeting	6:30p.m.
Tuesday	January 28, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	February 11, 2020	Municipal Court	9:30p.m.
		Council Meeting	6:30p.m.
Monday	February 17, 2020	CITY HALL CLOSED – PRESIDENT’S DAY	
Tuesday	February 18, 2020	Planning Commission Meeting	6:30p.m.
Friday	February 21, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	February 25, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	March 10, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	March 17, 2020	Planning Commission Meeting	6:30p.m.
Friday	March 20, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	March 24, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	April 14, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	April 17, 2020	Planning Commission Meeting – If needed	9:30a.m.
Tuesday	April 21, 2020	Planning Commission Meeting	6:30p.m.
Tuesday	April 28, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	May 12, 2020	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Saturday	May 16, 2020	Annual Clean Up Day	9:00a.m.-3:00p.m.

## **REQUEST FOR COUNCIL ACTION**

**DATE:** November 7, 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 October 22, 2019
- b. Approval of Accounts Payable
- c. Acceptance of Monthly Revenues & Expenditures Report, October 2019
- d. Authorization to Close City Hall on Friday, November 29, 2019 as an Unpaid Holiday

**MILL CITY  
MINUTES OF THE CITY COUNCIL  
Tuesday, October 22, 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:** None.

**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**

**Councilor Trout** moved and was seconded by **Councilor Katlong**, to approve items a; Approval of Minutes of Regular City Council Meeting of October 8, 2019, b; Approval of Accounts Payable, and c; Approval of IT Services Agreement with North Santiam School District in the Amount of \$3000.00, of the consent agenda. Tree Fredrickson polled the council; the motion passed unanimously, (6:0).

**CITIZEN COMMENTS AND QUESTIONS:** None.

**REQUEST TO CONSTRUCT STORAGE SHED IN KIMMEL PARK; MILL CITY GATES RECREATION ASSOCIATION (MCGRA):** Councilor Zeyen-Hall said that she was approached by representatives of the Mill City Gates Recreation Association about installing a storage shed in Kimmel Park because they are going to lose their current storage area. Mayor Kirsch asked where the current area is. Councilor Katlong said that it is in the Scout Cabin.

Councilor Zeyen-Hall said that the proposed building is 15x30 with a location just west of the concession stand to the rear of the home that is adjacent to the park. This location was chosen due to its nearness to the park hosts and the restroom.

Councilor Katlong said that he does not think the proposed location is the best option. Other possible locations were discussed. Councilor Zeyen-Hall said that she will provide the proposed locations to MCGRA and request that they attend an upcoming meeting with proposals for the building.

Councilor Trout asked if the storage shed could be placed at the well site by the public works building. Mayor Kirsch said that the waste water plant may also be a good location.

Councilor Katlong said that if this building is to be placed on City owned property then he would like to see it built by a licensed contractor. Mrs. Cook said that with the building being 450 square feet, it is possible that a building permit will be required, which will mean that a licensed contractor has to do the work.

Mayor Kirsch said that MCGRA should be advised that the City is agreeable to having a storage shed somewhere on City property but the location needs to be discussed. Councilor Zeyen-Hall will provide possible locations to MCGRA for consideration.

**DRAFT IGA – NORTH SANTIAM SEWER AUTHORITY FORMATION:** Mayor Kirsch said that the Santiam Sewer Task Group has provided a draft Intergovernmental Agreement for a sewer authority. This is only for review at this time. Before any decision would be made the group

would do a presentation on the work of the task group and what the formation document entails. This is the first step in determining how a district could be formed and what kind of system would be needed to accommodate the communities.

An engineer has been hired to do the evaluation of the potential system. Along with this a capacity study for the City's system will need to be done and a valuation of the system will be completed as well. The valuation vs. debt for the system will be reviewed as a part of this process.

Mayor Kirsch said that he believes that what is good for the canyon is good for Mill City and vice versa. The possibility of this district and the sewer systems throughout the upper canyon should be looked at for what it can provide to everyone involved.

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

Skatepark Update: Dave Kinney and Mrs. Cook met with representatives of SKATE on Tuesday, October 15, 2019. SKATE provided the required site plan and skatepark elements plans that were a condition of approval for their land use application. The Planning Commission will be considering the submittals at their November 19, 2019 meeting. If approved, the next steps will be:

- SKATE determine project phases (tentatively; 1. bowl, 2. other skate elements, 3. exterior landscaping items)
- SKATE obtain construction cost estimates for each phase
- SKATE present financing plan for construction of Phase 1 to City Council
- Council must review and approve final design plans and construction plans

SKATE's presentation of the financing plan is tentatively scheduled for November 26, 2019. Additional steps remain after submittal of financing plan.

Mayor Kirsch said that he would have a concern with a three phase project. There is the possibility that the infrastructure items could

Councilor Plotts said that she wants to make sure that the landscaping is done, especially with the school campus being reconfigured.

Councilor Zeyen-Hall asked what the other sites for a skatepark were that were considered and what the reasons for choosing this site were. Mayor Kirsch said that one location that was looked at was Kimmel Park. Part of the reason for not moving forward in the park was concern with trees in the area.

Mill City Falls Park/EV Charging Station Update: Mrs. Cook attended a meeting on October 18, 2019 to discuss the easements presented to property owners Mike and Cathy Erdman by Pacificorp to allow the parking lot/EV charging stations to be constructed on Wall Street. Mr. Erdman and Mrs. Cook have taken the plans from Pacific Power to request cost estimates from contractors that both are currently working with. Mr. Cook advised City Planner David Kinney that the City's budget needs to be looked at to see if dollars can be found in order to ensure this project moves forward.

SW Cedar Street Improvement Project Update: Notice to Proceed was granted to the contractor and they will begin some preliminary work Wednesday morning. Mrs. Cook said that the project has been scaled back due to extra work on sidewalk areas and storm drainage. Work will be done on the ADA ramps on the north side of SW Cedar Street and SW 2<sup>nd</sup> Avenue and SW Cedar Street and SW 3<sup>rd</sup> Avenue along with some sidewalk work between the food bank parking lot and the 3<sup>rd</sup> Avenue intersection and a little bit of paving work along the project. To complete paving on Cedar all the way to SW 4<sup>th</sup> Avenue would cost upwards of \$300,000.00.

Mayor Kirsch asked if these street improvements will be included in a Safe Routes to School grant. Mrs. Cook said that it will be in the application. The school will have to do some street work when constructing the new school as well.

Mrs. Cook said that one of the reasons the cost of the project increased was the amount of underground storm line that needed to be dealt with. Mayor Kirsch asked if storm work in this area will be done with the funds the City received from the Legislature. Mrs. Cook said that the overall plan for the work to be done with these funds has not been completed but it is the intention of staff to include work within the area of the school in the project.

NE 5<sup>th</sup> Avenue Overlay Project Update: Mrs. Cook said that this project is moving along, however Knife River has not yet submitted all necessary documents. There is a possibility that more paving will be done than previously thought, allowing for paving the full length of NE 5<sup>th</sup> Avenue between the highway and NE Cherry Street.

Public Works Building Update: Mayor Kirsch questioned why the generator will not be hooked up to PW building with this project. Mrs. Cook said that she asked Public Works Supervisor Russ Foltz about this issue and he stated that this had been removed from the beginning.

Mrs. Cook said that Councilor Winn was given authority to approve change orders on this project. There is an issue with one of the transformers on the site putting out too much electricity. A smaller transformer needs to be installed to handle the public works building electrical needs. A change order was approved by Councilor Winn for this, which increases project costs by \$4,616.00.

Marion County Housing Authority Affordable Housing: Mrs. Cook stated that she met with Jason Icenbice, Marion County Housing Authority last week to discuss a couple of pieces of property Marion County is interested in for affordable housing. One is the large parcel off NW Beech Street, which is almost five acres. The other is property on the corner of NW Beech Street and NW 8<sup>th</sup> Avenue. Mrs. Cook talked to Mr. Icenbice about the kinds of housing that Marion County would be looking to construct in the area; affordable housing and/or work force. Mr. Icenbice will be speaking with United Way about the possibility of partnering on this property so that senior housing might be included. There may be a possibility of them partnering in the endeavor. Mrs. Cook explained that there are more constraints to developing the two smaller properties than the big parcel, which may make it worthwhile for Marion County to consider developing both properties instead of one or the other.

## **EXECUTIVE SESSION**

At 7:24 p.m. Mayor Kirsch adjourned into executive session under ORS 192.660 (2)(e) to consult with legal counsel regarding current or pending litigation.

At 7:42 p.m. Mayor Kirsch reconvened into regular session.

## **ADJOURNMENT**

The meeting was adjourned at 7:43 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%
<b>TOTALS</b>	<b>58,747,920</b>		<b>83,821,000</b>	<b>83,821,000</b>	<b>25,073,080</b>	<b>29.91%</b>

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	3,454,264		5,254,000	5,254,000	1,799,736	34.25%
NOV						
DEC						
<b>TOTALS</b>	<b>50,752,548</b>		<b>72,539,000</b>	<b>72,539,000</b>	<b>21,786,452</b>	<b>30.03%</b>



**10.4.19 ORDINANCE DRAFT**  
**FOR CITY REVIEW AND COMMENT**

**AN ORDINANCE OF THE CITY OF \_\_\_\_\_ RATIFYING THE CREATION OF  
THE NORTH SANTIAM SEWER AUTHORITY IN ACCORDANCE WITH AN ORS 190  
INTERGOVERNMENTAL AGREEMENT**

**RECITALS**

**WHEREAS**, the communities along the North Santiam River have historical roots as logging communities, and

**WHEREAS**, the North Santiam Communities have experienced a series of economic setbacks that have significantly changed the sustainability of the community, and

**WHEREAS**, in 1998, 13,538 acres were designated as the Opal Creek Wilderness and Opal Creek Scenic Recreation Area which further altered the timber economy and community landscape, and

**WHEREAS**, the communities along the North Santiam River have not recovered economically since the curtailment of the available logging timber in the area and continues to struggle to find an equilibrium between the economic needs of the community and the rural timber lifestyle and character, and

**WHEREAS**, the community members have hosted tourists and outdoor recreation visitors to offset the financial losses from the timber industry, and

**WHEREAS**, the incorporated communities along the North Santiam River must continue to maintain vital city and business services to lake and recreation visitors that swell during outdoor recreation seasons, and

**WHEREAS**, the City of Mill City, City of Gates, City of Detroit, and the City of Idanha have strategic interests in the shared overall social and economic health of the community, the citizens and the business community, and

**WHEREAS**, the City of \_\_\_\_\_ has a vital interest and is committed to providing an overall positive economic and community development climate by expanding opportunities for businesses to thrive in the City core and maximize the availability of commercial property, and

**WHEREAS**, the City of \_\_\_\_\_ would economically benefit from an increased tax base from new commercial and endeavors within the City, and

**WHEREAS**, the City of \_\_\_\_\_ does not currently have adequate wastewater resources to respond to the immediate individual and business needs and future potential growth as detailed in multiple economic studies, and

**WHEREAS**, the City of \_\_\_\_\_ desires to provide additional protection from harmful wastewater discharges into the waters of the North Santiam River and its watershed; and

**WHEREAS**, the communities of the City of Mill City, City of Gates, City of Detroit and City of Idanha, collectively known as the North Santiam River Canyon, have a shared interest in the long-term economic vitality of the North Santiam River Canyon, and the long-term cleanliness of the North Santiam Watershed for local and downstream users for current and future generations; and

**WHEREAS**, LEFT BLANK FOR CITIES TO CUSTOMIZE IF NEEDED

**WHEREAS**,

**WHEREAS**,

**WHEREAS**, ORS 190.010 authorizes units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform; and

**WHEREAS**, under ORS 190.085, each party to an intergovernmental agreement creating an intergovernmental entity must enact an ordinance ratifying the creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement; and

**WHEREAS**, the Council desires to declare its intent to create an intergovernmental entity by intergovernmental agreement;

**NOW THEREFORE**, the City of \_\_\_\_\_ ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance No. \_\_\_\_\_ may be referred to as the "North Santiam Sewer Authority Ratifying Ordinance" and will be cited and referred to herein as this "Ordinance."
3. Intent; Effective Date. The City Council hereby declares its intent to create the intergovernmental entity to be known as the North Santiam Sewer Authority ("the Authority") by intergovernmental agreement, which is attached hereto as Exhibit "A." The effective date of this Ordinance shall be \_\_\_\_\_, 2019.

ADD DATED SIGNATURE LINES AS APPROPRIATE

## **INTERGOVERNMENTAL AGREEMENT CREATING THE NORTH SANTIAM SEWER AUTHORITY**

It is mutually agreed by, between and among the undersigned to adopt this IGA for the creation of the North Santiam Sewer Authority ("the Authority"). The Parties further agree to the terms and conditions below:

### **1. PARTIES; CREATION OF THE NORTH SANTIAM SEWER AUTHORITY**

- 1.1 The parties to this Agreement are the cities of: 1) Detroit; 2) Gates; 3) Idanha; and 4) Mill City; ("the Parties"). Additional Parties may be added by amending this Agreement as provided in Section 11, below. Any additional Parties must agree to and sign an amended Agreement or addendum.
- 1.2 The Parties hereby create the North Santiam Sewer Authority as an intergovernmental public entity formed by this intergovernmental agreement under the auspices of ORS Chapter 190, specifically ORS 190.010, and declare that it will be known as the North Santiam Sewer Authority (referred to in this Agreement as "the Authority"). The Parties hereby agree and acknowledge that the Authority shall exist and operate as an independent government under ORS 190; separately and independently from the Parties' governing bodies, except as expressly limited herein. The Authority Board, as more specifically described below, shall act in the best interests of the Authority and shall independently establish Authority rules, and priorities; but may take into consideration the Parties' collective needs, environments, and timelines.

### **2. TERM; WITHDRAWAL; TERMINATION**

- 2.1 Term. The Term of this Agreement is perpetual and the Authority shall continue to exist indefinitely from year to year unless dissolved as provided below. A Party's withdrawal from the Agreement shall not, of itself, dissolve the Authority or terminate the Agreement. Termination of the Agreement and dissolution of the Authority shall occur only as provided in Sections 2.2.2 and 21, below.
- 2.2 Withdrawal; Termination.
- 2.2.1 Withdrawal by a Party: A Party may withdraw from this Agreement and terminate its participation, responsibilities and duties under this Agreement upon providing five (5) year's advance written notice to the Board President. Notwithstanding the above, a Party may withdraw without such written notice if all Parties consent in writing.
- 2.2.1 a. If the Withdrawing Party secured an Authority grant or funding of any type, the withdrawing Party and the Authority Board

shall work together to ensure the continued funding on behalf of the Authority and the Authority shall agree in writing to adhere to all grant or funding requirements. If the withdrawing Party incurred any Authority-authorized debt on behalf of the Authority, the Authority shall assume the debt obligations. (However, if the Withdrawing Party incurred any unauthorized debt or costs, the Withdrawing Party shall remain responsible for such debts or costs.)

2.2.1 b. A Withdrawing Party hereby agrees to authorize the Authority, at no additional cost, to keep, construct, replace, service, or maintain any Authority sewer infrastructure or facilities within the withdrawing Party's boundaries, subject to applicable City laws and regulations pertaining to sewer services and use of City rights of way.

2.2.2 Termination of Agreement and Dissolution of the Authority by Unanimous Vote: This Agreement may be terminated and Authority dissolved upon a unanimous vote of the Authority Board. Such dissolution shall be as provided in Section 21 of this Agreement.

### 3. POWERS; SCOPE OF SERVICES

- 3.1 Subject to any limitations expressly provided for in this Agreement, the Authority is hereby vested with all powers, rights, duties and responsibilities of the Parties necessary and desirable for planning, constructing, financing, maintaining, and providing sewer services to the Authority Service Area (which is further described in Exhibit A and by this reference is incorporated into this Agreement), as well as the provision of ancillary services necessary for supporting the establishment of a sewer system, such as establishing, collecting, and enforcing fees and rules for the provision of sewer services (collectively referred to in this Agreement as "the Services"). In performing the Services, the Authority shall abide by applicable provisions of ORS 223 and 224, and any other applicable state statutes and regulations pertaining to the provision of the Services.
- 3.2 The Authority is also vested with the power to contract to provide the Services, subject to Board approval and direction.
- 3.3 The Authority will perform the Services and shall have the sole discretion to establish determine the Authority's processes, rules, and priorities; taking into consideration the Parties' collective needs, environments, timelines, as provided in Section 1, above.
- 3.4 The Authority is a governmental Authority and must act in compliance with all applicable Oregon law, including but not limited to Oregon public

meetings and public records law, and Oregon budget law. The Board may follow and may amend Oregon's public contracting rules.

4. GOVERNANCE

4.1 The Authority shall be independently and solely governed by a Board of Directors ("the Board"). The Board may, at its sole discretion, establish and be advised by advisory groups as it determines necessary.

4.2 The Authority Board of Directors shall act in accordance to the best interests of the Authority *as a whole* and according to the collective Authority best interests. Directors will at all times seek to use collaborative and inclusive strategies to deliberate and decide Authority matters, taking into account the good of the entire Authority Service Area and System and the residents within the entire Authority Service Area. At no time may an individual Party govern, promise, contract, or speak on behalf of the Authority.

5. BOARD OF DIRECTORS

5.1 Board of Director Membership. The Board shall be comprised of two representative Directors from each Party: the first Director shall be a City Councilor, subject to Section 5.2, below. The second Director may either be a City Councilor or a resident elector from within the Party's City boundaries, subject also to Section 5.2, below.

5.2 If, due to vacancies on a Party's City Council or due to a lack of available resident electors, a Party is unable to appoint a City Councilor or resident elector, then that Party may at its discretion appoint residents from within the Party's City boundaries. For the purposes of this provision, a Party has complete discretion to determine the definition of the term "resident."

5.3 All Authority Directors serve at the pleasure of the appointing Party, subject to the Board member terms as provided below.

6. BOARD QUORUM AND VOTING

Each Director shall have one vote. A majority of all the Directors on the Board shall constitute the quorum required for deliberation and decision-making. All decisions of the Board, unless otherwise provided herein, shall require at least a majority of Directors voting in favor or against any motion.

7. BOARD OFFICERS

The Board shall annually elect Officers. The Officer positions shall be Chair and a Vice-Chair, Secretary, and Treasurer. The election process, duties, and terms for Board Officers shall be as provided in the Board Rules.

8. BOARD RULES AND BOARD DUTIES

8.1 The Board shall adopt, and may amend from time to time, written Board Rules. Adoption or amendment of the Board Rules shall require at least 75 percent ( $\frac{3}{4}$ ) vote of all Board members. The Board Rules shall provide reasonable rules regarding the time, place, and manner in which the Board conducts its business, as further described below. In the event of a conflict between the Board Rules and this Agreement, this Agreement shall prevail.

8.2 The Board of Directors, at its first organizational meeting after the adoption of this IGA, or as soon thereafter as reasonable, shall adopt the written Board Rules, which shall govern both Board procedures, including at a minimum:

8.2.1 the time, place, and notice for regular meetings, which shall be held at least four times per year and shall be held at rotating locations so that the Parties each have ample opportunity to host the meetings;

8.2.2 the method and manner of calling regular and special meetings;

8.2.3 the method, terms and manner of election of Board Officers;

8.2.4 procedures for executing documents and signing checks on behalf of the Authority, including any limits on the Authority staffs' spending Authority;

8.2.5 rules regarding filling Board vacancies;

8.2.6 the delegation of a designated Board member responsible for supervising the Authority Manager, if such a position is created; and

8.2.7 other such rules which promote the efficient operation of the Board.

8.3 The Board shall be responsible for:

8.3.1 Meeting at least four times per year as further specified in the Board Rules.

8.3.2 Adopting and amending from time to time the Board Rules.

8.3.3 Approval and adoption of the Authority Strategic Plan and Master Plans and when necessary Wastewater Treatment Facilities Plans.

- 8.3.4 Adoption of personnel policies and performance standards for Authority service levels, as needed.
- 8.3.5 Adoption of the Authority's annual budget.
- 8.3.6 Approval of all Authority contracts.
- 8.3.7 If necessary or desired, selecting and supervising an Authority Manager and approving the contract, employment terms, and conditions of employment for the Authority Manager.
- 8.3.8 Establishing subcommittees or advisory committees as needed.
- 8.3.9 Discussing and acting upon items placed on the Board's agenda.
- 8.3.10 Performing other duties in conformance with the Authority's Authority as the Board sees fit to accomplish

9. AUTHORITY MANAGER

- 9.1 The Board may at its sole discretion select, appoint and supervise (including hiring, firing, and disciplining) an Authority Manager based upon qualifications and competence as deemed appropriate by the Board.
- 9.2 If an Authority Manager is hired, the Board shall appoint one of the Directors to serve as the Authority Manager's primary communication contact. The Board will adopt policies, rules, or procedures regarding the Authority Manager's job description, duties, responsibilities, and performance monitoring as needed.

10. FUNDING

- 10.1 The Authority shall be funded in part from User Fees. Such User Fees shall be based on a User Fee Formula adopted by the Board in a public meeting in compliance with Oregon law.
- 10.2 The Board or its authorized designee may seek additional funding from other sources as desired.

11. AMENDMENTS

This Agreement may only be changed, modified, or amended upon threefourths (3/4) vote of all signed Parties to the Agreement.

12. EFFECTIVE DATE



This IGA shall become effective when signed by all Parties and upon the latest effective date of the Parties' ordinances adopting the IGA. By signing, the signatory affirms that he or she has the requisite Authority to enter into this Agreement on behalf of the Party's governing body.

13. PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes and replaces any verbal or written contracts or agreements pertaining to the creation of the Authority or the Parties' collective Authority to provide sewer services.

14. SEVERABILITY

The terms of this Agreement are individually severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part or segment, shall not affect the remainder of the Agreement.

15. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed in all respects by Oregon law.

17. INDEMNIFICATION AND WAIVER

To the extent limited by the tort claims limits in Oregon Law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to defend and indemnify each other and the Authority (including all Party and Authority authorized employees, agents, or contractors) against any and all third-party liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) for injury or damage to life or property related to or arising from this Agreement or related to or arising from actions or failures to act under this Agreement (collectively, "Claims"). The Parties also hereby waive all such Claims against each other. However, this indemnification and waiver shall not apply to willful misconduct or substantial breach of this Agreement by the Authority, the Parties, or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

18. INSURANCE

The Parties and the Authority each agree to individually maintain comprehensive general liability insurance coverage or sufficient self-insurance reserves to cover the

reasonable risks of damage or loss in the form of personal injury, bodily injury, or property damage for acts or omissions done in the course and scope of this Agreement in at least the coverage amounts for which public entities are liable under Oregon Revised Statutes and the Oregon Constitution, as those laws now exist or as they may be amended. The Authority shall name the Parties as additional insured. Notwithstanding anything in this Agreement to the contrary, the Board may, by majority vote and without amending this Agreement, require additional insurance coverage, limits, and terms.

The Authority Board shall secure all necessary and desirable insurance coverages, which shall include Errors and Omissions coverage.

#### 19. EMPLOYEES

Employees or volunteers of the Parties shall be at all times employees and/or volunteers of their original employer for the purposes of this Agreement. No employment or business relationships between the Parties shall be imputedly created by this Agreement. Employees and volunteers remain subject solely to the personnel policies, rules, and regulations of their employer. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

#### 20. DISPUTE RESOLUTION PROCESS.

- 20.1 In the event there are disputes or claims by the Parties related to this Agreement, the Authority's actions under this Agreement, or the Board Rules, the following dispute resolution process will be followed. The disputing Parties agree that this process will serve as the sole dispute resolution process regarding such disputes or claims.
- 20.2 The disputing Parties shall address disputes in the below order. Dispute resolution will be documented by a mutually-signed memorandum.
  - 20.2.1 File complaint with Authority Manager or Board President describing the matter in detail specifically citing any alleged violations of the IGA.
  - 20.2.2 The Board President shall inform the Board and the Board shall schedule a meeting to hear the matter. All Board decisions are final.
  - 20.2.3 In the event the dispute is not resolved using the above process, either disputing Party may proceed to mediation. To begin the mediation process, the disputing Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the disputing parties.

20.2.4 In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to final and binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland and shall be conducted in Marion County, Oregon, unless otherwise agreed by the disputing parties.

20.2.5 In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing disputing Party in such action shall be entitled to recover its reasonable arbitration and attorney fees, costs, and expenses from the non-prevailing disputing Party.

20.2.6 The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

## 21. DISSOLUTION AND WIND UP

In the event that the Parties agree to terminate this Agreement and dissolve the Authority as provided in Section 2.2.2 above, the dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members, each from two different Parties (called "Dissolution Managers" in this Agreement), who shall be responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and shall take immediate steps to begin to permanently terminate and dissolve the Authority. Such dissolution steps shall include but are not limited to the following:

- 21.1 Providing written notice to all Authority elected officials, employees, agents, or contractors of the pending dissolution, including the proposed timeline for a final dissolution and the Authority's expected process for ending employment relationships.
- 21.2 Notification to all neighboring governments, all necessary State and federal agencies, and all Authority partners of such dissolution.
- 21.3 Creation of a budget document which shall account for all Authority funds, revenues, and assets and all Authority debts and financial responsibilities.
- 21.4 Satisfaction of all Authority debts and financial responsibilities, including a final financial and accounting of all debts and resources.
- 21.5 Any funds or revenues remaining in Authority accounts after satisfying all Authority debts and financial responsibilities shall be distributed to the Parties in proportion to their funding contributions or number of sewer hookups over the Authority's final twelve (12) months; or as may be otherwise reasonably determined by the Dissolution Managers. Such

distribution plan shall be documented in writing and shall be provided to all Parties prior to distribution.

21.6 Authority personal property, equipment and furnishings not identified for return to a third party or a Party shall be sold in accordance with applicable public contracting and procurement law; after ensuring payment or satisfaction of all Authority debts or financial responsibilities, the funds from such sale shall be distributed to the Parties in proportion to their funding contribution to the Authority or number of sewer hookups over the Authority's final twelve (12) months; or as may be otherwise reasonably determined by the Dissolution Managers. Such distribution plan shall be documented in writing and provided to all Parties prior to distribution.

21.7 Any other actions or decisions required to fully dissolve the Authority, as determined by the Authority Manager or the Dissolution Managers, including specifically a plan for either maintaining or abandoning the Authority infrastructure.

AGREED UPON AND ENTERED INTO by the appropriate officer(s) who are duly authorized by resolution to execute this Agreement on behalf of the governing body of the belownamed unit of local government.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Detroit

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Gates

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Idanha

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Mill City

**Exhibit “A”**

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

## **Memorandum**

**Date:** November 7, 2019  
**To:** Mayor Kirsch and Council  
**From:** Stacie Cook, MMC, City Recorder  
**Subject:** **Old Business for November 12, 2019 Council Meeting**

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

Dan and Stephenie Tucker, owners of 410 NE Santiam Pointe Ct, attended the October 8, 2019 City Council meeting to discuss their request for reduction of water charges for the September water/sewer billing. The billing for the month was 140 units of which Council authorized a 100 unit credit.

As stated in my memo from the October 8 meeting, another 60+ units were used by the time public works went out to check for a leak and the problem was discovered. The average consumption for the Tucker's is 5 units with the "watering" average being 22 units. The October consumption, after the leak was stopped, was 64 units; \$222.58 in charges.

Mr. and Mrs. Tucker asked for consideration of the additional 'leak' amount during the initial discussion of the Council but were advised that they would need to come back after the billing was completed to request additional relief. Enclosed is a letter from Mr. and Mrs. Tucker making this request.

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

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

**b. Other**

November 4, 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  
Service Period; 10-1-19 thru 10-31-19

Dear City Council;

Our current sewer/water bill for services October 1 thru October 31, 2019 reflected an obvious water usage issue. Last month for the same reason we requested leniency for excessive water usage due to a leak from an external water spicket that had a series of expandable hoses and sensor activated sprinklers attached to it. As a reminder, we did this to keep geese off our newly planted yard.

As stated in our previous request this problem has been rectified but the problem time span covered two city sewer/water billing cycles.

One again, as new Mill City residents we are respectfully requesting leniency for the excessive water usage during the period of October 1 thru October 31, 2019.

For this billing month (10-1-19 thru 10-31-19) the charges were \$286.77.

We are requesting that this bill reflect the previous months agreed upon amount of \$130.15.

We had a credit of \$111.35 coming to us from a previous over payment.

This would therefore make the amount due if our proposal is accepted;

$\$130.15 - \$111.35 \text{ credit} = \$18.80$

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:** November 7, 2019  
**To:** Mayor Kirsch and Council  
**From:** Stacie Cook, MMC, City Recorder  
**Subject:** New Business for November 22, 2019 Council Meeting

a. **Request for Reimbursement – Interceptor Tank Pumping; 537 NW Alder St.**

Enclosed is a request for reimbursement from Safe Haven, Inc. for costs incurred due to a sewage issue at a property they manage; 537 NW Alder Street, Mill City. Andrew Surrett, Safe Haven, Inc, states in the request that there was a miscommunication between administration and maintenance personnel about who was to be contacted in the event of sewage issues in Mill City.

On Tuesday, October 22, 2019 A & B Septic Service was called out to look into a clogged sewer line, which according to the property manager, was causing severe back-ups in the toilet and bathtub, requiring that action be taken ‘on the fly’. The following day A & B Septic Service came back to the property to pump the tank.

On Saturday, October 26, 2019, Public Works Supervisor Russ Foltz received a call to 637 NW Alder Street to look into a sewage issue. Mr. Foltz found that the inlet baffle for this property was plugged, causing the problem, and upon clearing the plug that the tank was empty as this is a shared tank with 537 NW Alder Street.

The Saturday call out was the first and only contact to the City regarding the sewer issues. Because of this, we are unable to confirm whether an emergency pumping of the interceptor tank was necessary. Shared tanks of 1250 gallons are pumped more often than single 1000 gallon tanks, usually around the five year mark but this can go longer if circumstances within the tank warrant. This tank was last pumped in 2014, which would put it just at the point where inspection would be required to determine whether it should be added to the pump list.

The invoice submitted with Mr. Surrett’s request includes two charges:

10-22-19	Service Call Out	\$125.00
10-23-19	Tank Pumping	\$468.00
Total		\$593.00

**Requested Action:** Discussion.

**Possible Motions:** To Deny Request for Reimbursement of



**Cost to Pump Interceptor Tank at 537  
NW Alder Street.**

**To Grant Request for Reimbursement of  
\$ \_\_\_\_\_ for Costs to Pump Interceptor  
Tank at 537 NW Alder Street.**

**b. Public Works Maintenance Worker I Review**

Public Works Maintenance Worker, Jonathan deRenzo has completed six months of employment with the City. Per the personnel handbook, his supervisor has completed a review and made a recommendation on permanent hire.

Public Works Supervisor Russ Foltz has recommended the following, based on a satisfactory review:

- Permanent Appointment of Jonathan deRenzo to the Position of Public Works Maintenance Worker I.
- Grant One Step Salary Increase

**Requested Action: Motion to Accept Recommendation of  
Permanent Appointment of Jonathan  
deRenzo to the Position of Public Works  
Maintenance Worker I.**

**Motion to Grant a One Step Salary  
Increase from Step 2; \$17.62/Hr to Step 3;  
\$18.32/Hr Based on a Satisfactory  
Review.**

**c. DRAFT LCSO Contract/MOU**

Enclosed is a preliminary draft of the Linn County Sheriff's Office law enforcement contract and the current draft (2017-2018) of the Memorandum of Understanding (MOU) that is attached to the contract. We will be receiving a revised draft of the contract soon for consideration and approval.

Before signing a new law enforcement contract, the Council should review and consider possible revisions to the MOU. Please be prepared to discuss any items that may need to be revised, updated, removed or added to the MOU.

**Requested Action: Discussion.**

**d. Other**

# SAFE HAVEN, INC.

Professional Property Management & Real Estate Services

Phone: (503) 767-4892 1250 N. First Ave/P. O Box 186 Stayton, OR 97383 Fax: (503) 767-7448

**TO: City of Mill City  
P.O. Box 256  
Mill City, Oregon 97360**



**RE: 537 NW Alder St.  
Mill City, OR 97360  
Septic Tank Service**

Hello City Council Members,

**BY: .....**

It was brought to my attention after receiving an invoice from A & B Septic Service out of Albany, OR that they are not the company responsible for the City of Mill City Septic services. We had a bit of a miscommunication between administration and our maintenance personnel about who was supposed to be contacted in the event of any septic and/or sewage issues within the City of Mill City. I am proposing in good faith to have some of, if not all of the cost of the attached invoice covered by the city for the emergency that we had at our rental property at 537 NW Alder St. They were experiencing severe septic back ups in the toilet and bathtub of their dwelling and action had to be taken on the fly. The tank was severely over filled and needed to be pumped right away for proper use of their sewage services.

We appreciate your time in considering our submission, as well as the help we received from the city clerk's office in educating us in the proper steps in dealing with city septic issues; which will be the steps we will be following in the future.

Thank you, and have a wonderful day, & we look forward to hearing back from you.

A handwritten signature in black ink, appearing to read "Andrew Surret".

Andrew Surret  
Safe Haven, Inc.  
1250 N. First Ave  
Stayton, Or 97383



We Are an Equal Opportunity Housing Provider and Employer





P.O. Box 444  
Albany, OR 97321

# Invoice

Invoice # 45711  
Date: 10/24/2019  
Terms: Net 30  
Due Date: 11/23/2019

SAFEHAVEN, INC.  
1250 N 1ST AVE  
STAYTON, OR 97383

Service Address:		RENTAL 537 NW ALDER ST MILL CITY, OR 97360		
Units	Description	Rate	Serviced	Amount
1	SERVICE CALL FOR CLOGGED LINE, RAN SEWER MACHINE DOWN CLEAN OUT TO THE TANK AND CLEAR LINE. LOCATED AND EXPOSED TANK.	125.00	10/22/2019	125.00
1,300	PUMPED 1300 GAL FROM SEPTIC TANK, INLET BAFFLE HAS HOLE IT IT. FOUND A LOT OF SLUDGE IN THE TANK, RECOMMEND PUMPING TANK MORE OFTEN. W/O#27244	0.36	10/23/2019	468.00
			<b>Invoice Total</b>	<b>\$593.00</b>
		Thank you for choosing us, we appreciate your business.  If paying by Credit Card please circle which card type and write your card number in the space below or call our office. 1-866-927-1156. You can also pay online by going to our website: aandbseptic.com		
REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT				
A & B Septic Service  P.O. Box 444 Albany, OR 97321  1-866-927-1156		Service Address: 537 NW ALDER ST, MILL CITY Invoice # 45711 Date: 10/24/2019 Terms: Net 30 Card Type: (Please Circle Below) Visa / Mastercard CVV# _____ Card No: _____ Exp: _____ Signature: _____ Total: \$593.00 Amount Enclosed: <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div>		

INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF MILL CITY AND LINN COUNTY SHERIFF'S OFFICE

**PARTIES TO THE AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July, 2019, by and between the City of Mill City, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

**PURPOSE**

The CITY is desirous of contracting with COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the COUNTY, through the Sheriff thereof. The COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010 and ORS 206.345.

**IN CONSIDERATION OF THE MUTUAL CONVENANTS  
CONTAINED HEREIN, THE PARTIES AGREE TO THE  
FOLLOWING TERMS, PROVISIONS AND CONDITIONS:**

1. **Payment by CITY.** CITY shall pay COUNTY in cash equivalent the annual sum set forth below:

CITY	CONTRACT AMOUNT		
	2019-2020	2020-2021	2021-2022
Mill City	\$255,910	\$263,640	\$272,742

Said amounts shall be paid in quarterly installments during the course of each fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>.

2. **Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
3. **Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2019 through and including June 30, 2022. However, the service of the COUNTY shall continue to be performed and the authority granted to the COUNTY to enforce the ordinances of the CITY shall continue until thirty days after notice is given by either party that such services or authority is discontinued. By December 31<sup>st</sup> of each year, the CITY and COUNTY shall review the terms of the agreement and

determine if any amendments are desired. In order for any modification to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties.

4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:
  - I. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
  - II. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other party.

The terms of this provision are neither intended to nor shall they create a right for any third party. The obligations contained in this section shall survive the termination of this Agreement.

5. **COUNTY** shall be exclusively responsible for all its employees, for providing their wages, benefits, insurance, taxes and all the like whether required by federal, state or local law or any Collective Bargaining Agreement, including but not limited to workers compensation and contributions to Public Employees Retirement system.
6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
7. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County.

**IN WITNESS WHEREOF**, the CITY by resolution duly adopted by its respective City Council cause this agreement to be signed by its Mayor and attested by the City Recorder, and the COUNTY by order of its County Commission and attested by the Clerk and the said COUNTY, and subscribed by the Sheriff of Linn County, all on the day and year first above written.

CITY OF \_\_\_\_\_  
political

LINN COUNTY, a  
subdivision of the State of  
Oregon

By: \_\_\_\_\_  
Mayor Date

ATT  
EST:

\_\_\_\_\_  
City  
Recorder

APPROVED AS TO  
FORM:

\_\_\_\_\_  
Linn County Legal Counsel

\_\_\_\_\_  
City Legal Counsel

By: \_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Sheriff Date

ATTEST:

\_\_\_\_\_  
Linn County Clerk

## **EXHIBIT A**

1. The COUNTY agrees to provide law enforcement services within the corporate limits of the CITY, to the extent and in the manner hereinafter set forth. The law enforcement services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by the COUNTY, pursuant to the statutes of the State of Oregon, and those duties associated with the enforcement and compliance with the Ordinances duly authorized and enacted by the CITY. Such services shall include the enforcement of State statutes and municipal Ordinances of the CITY.
2. CITY grants to COUNTY full municipal police authority.
3. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the COUNTY.
4. For the purpose of performing all functions of this agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies necessary to render said services.
5. COUNTY shall set the rate for services, per the table below:

<b>Hourly Rate</b>		
<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
\$70.85 / hour	\$72.99 / hour	\$75.51 / hour

6. COUNTY shall provide a minimum amount of hours per month to be dedicated in the CITY as listed below:

<b>CITY</b>	<b>MONTHLY CONTRACTED HOURS</b>		
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Mill City	301	301	301

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.

9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
11. The COUNTY agrees to assign deputies to work the following CITY events during the organized festivities as requested by the CITY:

CITY	SPECIAL EVENT	# DEPUTIES	# TOTAL HOURS

The COUNTY and CITY agree the cost of the special events is incorporated into the Annual Contract Cost in paragraph 1 of this agreement.

12. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.
13. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
14. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.



## MEMORANDUM OF UNDERSTANDING

To: Bruce Riley, Linn County Sheriff  
From: James L. McGehee, City Attorney for Mill City  
RE: Memorandum of Understanding Between the Linn County Sheriff's Department and the City of Mill City for 2017/2018

The purpose of this Memorandum of Understanding is to identify priorities in the law enforcement issues the community and the sheriff agree to address during this coming year. It is the intent of the parties that a Memorandum of Understanding be added as an addendum to each successive contract between the City of Mill City and the Linn County Sheriff's Department starting in the year 2017/2018. It is not the intent of this Memorandum of Understanding to in any way, direct or control the Linn County Sheriff's Department on how and what to do in regards to providing police protection for the City of Mill City. It is intended to serve as a mutually agreed upon understanding of priorities for the services contracted for.

### 1. Linn County Sheriff's Department Contract Supervision and Coordination:

a. **Supervision.** The Sheriff agrees to assign Lieutenant Michelle Duncan as the administrative liaison to the contract. It is understood that there will be a Linn County Deputy Sheriff Sergeant, who will be responsible for the day to day supervision of the Mill City sub-station and the deputies who work out of said sub-station. Lieutenant Duncan, or her designated supervisor, will act as the coordinating agent for written and other communications between the sheriff and the City.

b. **Reports.** The sheriff will provide a written monthly report per Section 11 of Exhibit A. The report shall include the number of hours worked and the type of law enforcement services provided within the City of Mill City. The format of the reports shall include the hours that the deputies were working in the City of Mill City. In addition, when practical, the reports should contain the types of activities being done within the City, such as drug enforcement, traffic control, and the like. The actual format shall be mutually agreed upon between the sheriff and the council liaisons.

c. **Attendance at Council Meetings.** The sheriff, or his designee, agree to attend one council meeting per month (depending on deputy availability) to report on law enforcement issues in the community. The City prefers that the sergeant working the north county, if applicable and individual deputies that are assigned to the Mill City sub-station or have their substantial portion of their time within the city limits of Mill City attend the council meetings so that the council can get familiar with all of the deputies who will be working in the City.

d. **Sheriff's Attendance at Council Meetings.** Sheriff Riley agrees to attend council meetings and work sessions as agreed upon between the City and the Linn County Sheriff's Department.

**2. City Coordination of Contracts:**

a. **Council to Liaison.** The Council has appointed the Mayor and the Police Commissioner, to serve as the city council's liaison with the Linn County Sheriff's Department, and the City of Mill City community at large. The liaison and Lieutenant Duncan shall meet at least monthly on the agreed upon place to discuss any concerns that the City may have as far as the priorities of enforcement within the City and any concerns that the Linn County Sheriff's Department may have as far as trying to provide adequate law enforcement for the City of Mill City.

b. **City Recorder.** The city recorder of the City of Mill City is assigned to provide day to day coordination between the Linn County Sheriff's Department and the City of Mill City on administrative, code enforcement and municipal court activities of the City.

**3. Law Enforcement Service Priorities:** In the 2017/2018 contract year, the Linn County Sheriff's Department and the City of Mill City agree that the following areas are service priorities for the City of Mill City. The sheriff agrees to have the deputies that are assigned to the City of Mill City during the times in which they work within the City of Mill City to focus on the City's priority services during the contract year.

**a. City Code Enforcement.**

1. The City will provide staff support service and send out notices to property owners and provide follow up inspections on municipal code violations.

2. The Linn County Sheriff's Department and the City agree to work together to enhance city code enforcement procedures and facilitate resolution of violations through voluntary compliance, or as a citation into the Mill City Municipal Court; or by summary abatement by the City of Mill City. The Linn County Sheriff's Department will provide deputies to issue citations once a complaint has been filed within the municipal court and the Linn County Sheriff's Department will also provide standby services to city personnel when they are doing code enforcement, such as photographing problem areas, posting at problem areas, following up on compliance issues as directed by the court and the like. Citations shall only be issued after a formal complaint has been filed by the city attorney in the Mill City Municipal Court.

**b. Traffic Enforcement.**

1. The Linn County Deputy Sheriffs that are assigned to Mill City pursuant to this contract, shall as time allows, during the times in which they are working within the City of Mill City, provide traffic enforcements. Particularly on the City's major arterials, including but not limited to Hwy. 22, Linn Boulevard, 1st Avenue, Kingwood Avenue, Broadway Street and Lyons-Mill City Drive.

**c. Curfew Enforcement.**

1. The Linn County Sheriff's Department agrees to have the deputies assigned working the City of Mill City to familiarize themselves with the City of Mill City's curfew ordinances and parent responsibility ordinances.

2. The Linn County Sheriff's Department agrees to prioritize curfew violations as to the deputies that are working in the City of Mill City under the terms of this contract.

**d. Foot Patrols.**

1. The City of Mill City, through its liaisons agrees to keep the Linn County Sheriff's Department apprised of problem areas that may occur within the City, including but not limited to vandalism within the park system; problems with vandalism that occur in other parts of the City. The Linn County Sheriff's Department agrees to, when practical and within the constraints of the time frames that the Linn County Sheriff's Department has to deploy its deputies, have foot patrols in the Mill City parks; along the foot-trail that runs through the City of Mill City; and under and on both of the bridges that span the North Santiam River within the corporate limits of the City of Mill City.

**e. Assignment of Deputies.**

1. The Linn County Sheriff's Department shall assign deputies to work within the corporate limits of the City of Mill City pursuant to the terms of this contract during peak hours as is practical, taking into consideration of the law enforcement needs of the City as a whole. Peak hours shall be those hours in which most of the calls are recorded for criminal activity assist and the like, within the corporate limits of the City of Mill City. During the times in which a deputy is working within the corporate limits of the City of Mill City pursuant to the terms of this contract, the deputy shall stay within the corporate limits of the City of Mill City unless called out due to an emergency call. The Linn County Sheriff's Department, as far as is

practical, taking into consideration the law enforcement needs of the entire county, shall assign the deputies to work in the City of Mill City in a manner that provides for the maximum coverage in hours that is possible for the month. In other words, the City of Mill City would prefer that only one deputy at a time be assigned to work pursuant to this contract in the corporate limits of the City of Mill City, unless, at the discretion of the Linn County Sheriff's Department, more deputies are needed for a particular time or situation.

**4. Use of Municipal Court:** Except for felony cases, juvenile cases, and domestic violence misdemeanors, the Linn County Sheriff's Department shall use its best efforts to cite the misdemeanors and other violations into the Mill City Municipal Court. The City of Mill City agrees to set up procedures and policies that will allow for the efficient administration of criminal justice, including but not limited to jury trials, court appointed attorneys and the like. The City of Mill City will also set forth procedures that, with working with the Linn County Sheriff's Department will guarantee that all persons who have been arrested and convicted of a misdemeanor within the corporate limits of the City of Mill City will be booked and fingerprinted so the record will show up on the appropriate law enforcement database.

**5. Criminal Investigations:** The Linn County Sheriff's Department shall, when practical and without compromising ongoing investigations, keep the City of Mill City's liaison advised of time spent in the City of Mill City working on criminal investigations, including but not limited to burglaries, drug enforcement, and other ongoing criminal matters. It is understood between the City of Mill City and the Linn County Sheriff's Department that the Linn County Sheriff's Department is not able to disclose information due to state law, or the fact that it may hamper an ongoing investigation.

**6. Neighborhood Watch:** The Linn County Sheriff's Department agrees to continue to work with the City of Mill City and its council liaison to continue the neighborhood watch program that has been instituted within the City of Mill City.

The City Council has reviewed and approved this Memorandum of Understanding at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Timothy L. Kirsch, Mayor

By: \_\_\_\_\_  
Bruce Riley, Linn County Sheriff

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

## **Memorandum**

**Date:** November 7, 2019  
**To:** Mayor Kirsch and City Councilors  
**From:** Stacie Cook, MMC, City Recorder  
**Subject:** City Recorder Report for November 12, 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. Dental Van; Tuesday, November 19**

The dental van, a mobile dental office able to do minor dental work, will be set up in City Hall's parking lot on Tuesday, November 19 between 8:00 a.m. and 4:00 p.m.

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

**3. Audit Update**

The 2018/2019 FY audit was done in late October. The auditors, Accuity, LLC had some additional work to complete off site and should be providing a draft audit report soon. The audit went well, with only one item of note; the purchase of a sewer pump, which was done without using the proper public acquisition process. This was an oversight on staff's part as the City has a contract with the supplier, however, it is for maintenance services, not purchasing.

Once the audit report is finalized I will schedule Accuity, LLC to attend a Council meeting to provide the audit presentation. Auditor Glen Kearns will go through the financials during the presentation, including the findings related to the sewer pump.

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

**4. 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



## City of Mill City

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**David W. Kinney**  
*Planning Consultant for the City of Mill City*  
791 E. Hollister St., Stayton, OR 97383  
Office: (503) 769-2020 Cell: (503) 551-0899  
Email: [dwkinney@wvi.com](mailto:dwkinney@wvi.com)

October 16, 2019

Gerardo Martinez  
PO Box 346  
Mill City, OR 97360  
Email: [todaysinnovation@gmail.com](mailto:todaysinnovation@gmail.com)

SUBJECT:     **File No. 2019-14**  
              **Notice of Decision Approving a Setback Variance**  
              **for construction of a building addition/remodel**  
              **648 Parkside Drive, Mill City, Oregon**

Dear Gerardo:

On October 15, 2019 the Mill City Planning Commission **approved** your application to allow a 5' side setback for construction of a new building addition/remodel to the existing single-family dwelling at 648 Parkside Drive in Mill City.

The Planning Commission's decision will be forwarded to the City Council for their consideration at the next regular City Council meeting on October 22, 2019. The Council may take no action or may call the matter up for a public hearing and City Council review and decision. If the City Council takes no action, the decision is final unless it is appealed. The effective date of this decision is **October 31, 2019 at 4:00 p.m.** unless the decision is appealed to the City Council.

**A. Conditions of Approval:** The approval is subject to the following conditions of approval:

1. **SETBACK.** The building remodel/addition at 648 SW Parkside Drive shall be located 5' or more from the south property line. The applicant shall locate the property corners and verify the building addition will comply with the minimum 5' side setback requirement.
2. **BUILDING DESIGN.** The applicant will provide architectural relief for the building design facing south and will provide at least two windows in the garage facing the south property line.
3. **DEADLINE FOR APPLYING FOR A BUILDING PERMIT and EXPIRATION OF VARIANCE:** The applicant shall apply for a building permit by October 30, 2020 at 4:00 p.m. The variance approval will expire on October 30, 2020 at 4:00 p.m. if the applicant does not file an application for a building permit for the addition/remodel of the home at 648 SW Parkside Drive.

**B. Building Permits.** You may apply for a building permit for construction of the addition / remodel at any time. The City may not issue any building permit until after the end of the appeal period.

**C. Right of Appeal:** Any person aggrieved by this decision may file an appeal with City Council of the City of Mill City by filing an appeal in accordance with the appeal deadlines and requirements outlined in Mill City Municipal Code Section 17.64.050 and 17.64.060. The appeal must be filed within fifteen (15) calendar days of the mailing of this Notice of Decision, no later than 4:00 p.m., October 31, 2019.

Sincerely,



DAVID KINNEY  
Planning Consultant for the City of Mill City





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

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October 16, 2019

Kean and Donda Warriner  
PO Box 120  
Sublimity, Oregon 97385  
Email: [kean@wvi.com](mailto:kean@wvi.com)

SUBJECT: **File No. 2019-16**  
**Notice of Decision Approving a Site Plan Adjacent to the N. Santiam River**  
**for construction of a new home**  
**1315 SW Spring Street, Mill City, Oregon**

Dear Kean and Donda:

On October 15, 2019 the Mill City Planning Commission **approved** your application for construction of a new home adjacent to the North Santiam River at 1315 SW Spring Street in Mill City.

The Planning Commission's decision will be forwarded to the City Council for their consideration at the next regular City Council meeting on October 22, 2019. The Council may take no action or may call the matter up for a public hearing and City Council review and decision. If the City Council takes no action, the decision is final unless it is appealed. The effective date of this decision is **October 31, 2019 at 4:00 p.m.** unless the decision is appealed to the City Council.

**A. Conditions of Approval:** The approval is subject to the following conditions of approval:

1. **EXPIRATION DATE:** The site plans for placement of a new manufactured home and detached garage at 1315 SW Spring Street are hereby approved. The approval will expire on October 30, 2020 at 4:00 p.m. if, by that date, the applicant does not file building permit applications for the construction of a new home and a garage at 1315 SW Spring Street in Mill City.
2. **PUBLIC WORKS REQUIREMENTS:**
  - a. Water: Install a new water service line and meter box for the lot at 1315 SW Spring Street.
  - b. Sewer Easement: Either (1) execute and record a new sewer easement or (2) verify a sewer easement for the parcel is recorded in the Linn County Deed Records prior to the issuance of a building permit.
  - c. Sewer: Obtain a plumbing permit and install a sewer interceptor tank at 1315 SW Spring St.
  - d. Streets and Sidewalks: Obtain a driveway permit and pave a driveway approve to at least 20' back from the edge of pavement in SW Spring Street. No sidewalks are required.

- e. Storm Drainage: Storm drainage shall be detained or retained on site using low impact storm water management facilities or roof gutters and shall directed to SW Spring Street. No storm drainage may run into the N. Santiam River.
- f. ROW Construction Permit and Compliance with Public Works Design and Construction Standards: The builder shall obtain a ROW permit from the City for all work within the public right-of-way including water, sewer and storm drainage work. All work shall comply with the city's public works design standards and construction specifications.
- g. Address Sign: The applicant shall install an address sign at the end of the driveway adjacent to SW Spring St. in a location visible to the Fire District.

### **3. RIPARIAN EASEMENT REQUIREMENTS**

In order to maintain, enhance and protect existing fish and wildlife habitat along the river the applicant and future property owners will preserve the riparian easement area. The property owner will agree to:

- 1. Do not remove existing trees, native plants or riparian vegetation. This does not restrict the property owners' ability to remove dead or hazardous trees or limbs, to remove or manage noxious vegetation which might be harmful to the river ecosystem, existing fish habitat and wildlife or to replant native plants within the riparian easement area.
- 2. Do not construct or maintain any man-made structure, fence, deck, or facility within the riparian to the top of bank as shown on the site plan.

**B. Right of Appeal:** Any person aggrieved by this decision may file an appeal with City Council of the City of Mill City by filing an appeal in accordance with the appeal deadlines and requirements outlined in Mill City Municipal Code Section 17.64.050 and 17.64.060. The appeal must be filed within fifteen (15) calendar days of the mailing of this Notice of Decision, no later than 4:00 p.m., October 31, 2019.

Sincerely,



DAVID KINNEY  
Planning Consultant for the City of Mill City

Enclosure: Approved Site Plan for 1315 SW Spring Street  
Staff Report and Findings of Fact File 2019-11

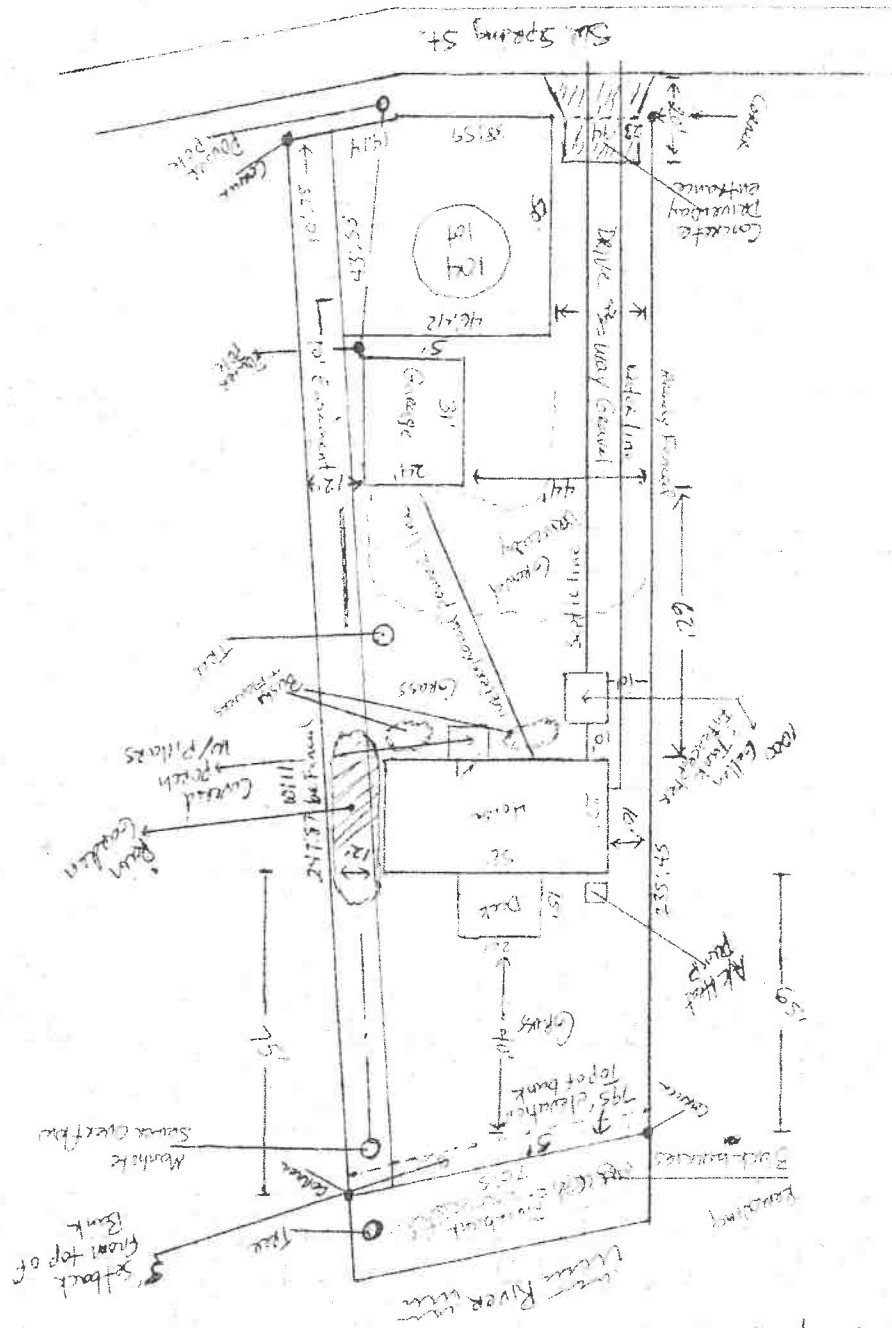
cc: City Council

Design strands:

1. Goals
2. Windup Rain 4"
3. cover plant entry - see attached
4. Diffusers

Design Features:

1. Detacher (image)
2. Outlets and down spouts





## City of Mill City

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**David W. Kinney**  
*Planning Consultant for the City of Mill City*  
791 E. Hollister St., Stayton, OR 97383  
Office: (503) 769-2020 Cell: (503) 551-0899  
Email: [dwkinney@wvi.com](mailto:dwkinney@wvi.com)

September 9, 2019

Jill and Jason Saari  
PO Box 273  
Mill City, OR 97360  
Email: [jwillsaari@gmail.com](mailto:jwillsaari@gmail.com)

**RE: Notice of Decision – Approval of Property Line Adjustment**  
09 3E 31AB, Tax Lots 01751 and 01752  
File No. 2019-13

Dear Jill and Jason:

The property line adjustment application to adjust the boundary for tax lots 01751 and 01752 as shown on Map 1 has been reviewed.

**The applicant must submit additional information to the City before the City can approve the property line adjustment:**

1. Set the final location of the proposed property line, showing the dimension of the proposed lots. The existing garage must be set at least 5' from the south property line.
2. Determine if the existing sewer interceptor tank will be located on TL 1751 or TL 1752.
  - a. If the sewer interceptor tank is located on TL 1751 (vacant lot), the applicant will be required to install a new sewer interceptor tank on TL 1752 (home site) before the City approves the final property line adjustment survey.
  - b. If the sewer interceptor tank is located on TL 1752 (680 SW High St. home site), the property line must be 5' south of the interceptor tank.
3. Verify the modified TL 1751 (vacant lot) will have a minimum of 7,000 square feet.

When you provide the information, a final staff decision to either approve/deny your application will be made.

### PRELIMINARY STAFF REVIEW

In accordance with MCMC Section 16.36.050 the Mill City Planning Commission is tentatively scheduled to review the staff decision regarding the property line adjustment at their Tuesday, October 15, 2019 regular meeting at City Hall. The Planning Commission may either affirm, deny or modify the staff decision.

September 20, 2019

RE: Notice of Decision: File No. 2019-03 – Property Line Adjustment

Applicant: Jill and Jason Saari

Page 2

**A. Proposal:**

Jill and Jason Saari are the owners of the two parcels at 680 SW High Street in Mill City, Oregon. The applicants propose to adjust the property lines between TL 01751 and TL 01752, Lots 1 and 2, Block 6, in the Ogden's Second Addition Subdivision. The purpose of the lot line adjustment is to eliminate the encroachment of the existing garage across the property line and to create a vacant buildable lot on TL 01751. No new lots will be created.

**Table 1**  
Proposed Property Line Adjustment – Jill & Jason Saari

Owner	Existing Tax Lot #	Existing Use	Existing Lot Size (sf)	Increase or Decrease in Lot Size	Proposed Lot Size (sf)
Jill and Jason Saari	09 3E 31AB 01751	Vacant parcel. Garage encroaches onto this lot	10,275 sf +/-	- 2,800 sf	up to 7,475 sf
Jill and Jason Saari	09 3E 31AB 01752	680 SW High Street Existing home & garage	10,200 sf +/-	+2,800 sf	13,000 sf

**Map 1**

**Location of Proposed Property Line Adjustment – 680 SW High Street, Mill City**  
**Applicants: Jill and Jason Saari**





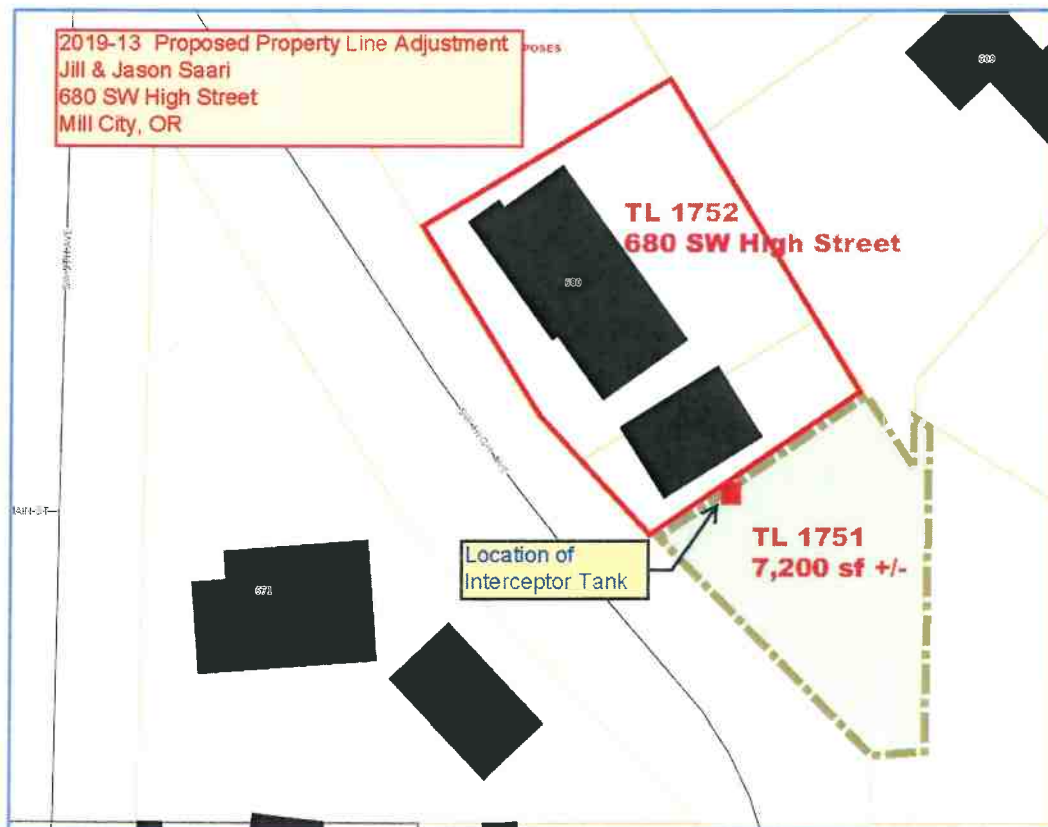
Map 2

**Aerial Photo - Proposed Property Line Adjustment – Jill and Jason Saari**



Map 3

**Proposed Property Line Adjustment – Jill and Jason Saari**



**B. Findings and Conclusions:**

The applicant has complied with the application requirements and decision criteria for a property line adjustment set forth in Mill City Municipal Code Chapter 16.36.

*Criteria 1: The proposed lots meet minimum size, lot width and frontage requirements of the zone.*

Findings: The minimum lot size in the R-1 zone is 7,000 sq. ft. with a minimum width of 70'. The two existing parcels meet the minimum 7,000 sf and 70' frontage requirements. Table 1 above shows the proposed lots will exceed the minimum lot size requirements. Each parcel will have 100+ feet of street frontage on SW High Street.

***Conclusion: The proposal complies with Criteria 1.***

*Criteria 2. If, prior to the application, the lot did not meet lot size, width, or frontage standards, the property line adjustment shall not result in greater nonconformity with the applicable standards;*

Findings: As noted under Criteria 1, the parcels met the minimum requirements, prior to the submittal of the property line adjustment application. The new parcels meet the lot size, dimension and width requirements. This criterion does not apply.

***Conclusion: The proposal complies with Criteria 2.***

*Criteria 3. The amended lot lines do not encroach on the location of sewage disposal or water supply lines or easements. There is sufficient area and adequate location on both lots to meet sewage disposal requirements;*

Findings: City utilities current serve the home at 680 SW High Street (TL 1752), but there are no services to the vacant lot (TL 1751). The interceptor tank is located south of the garage as shown on Map 3 above and Map 4 below. The proposed parcel line is near the sewer interceptor tank.

***TL 1752 – Existing House 680 SW High St.***

Water: There is no city water main in SW High Street in front of the parcel. The existing house is served by a 2" water line extension to the home site.

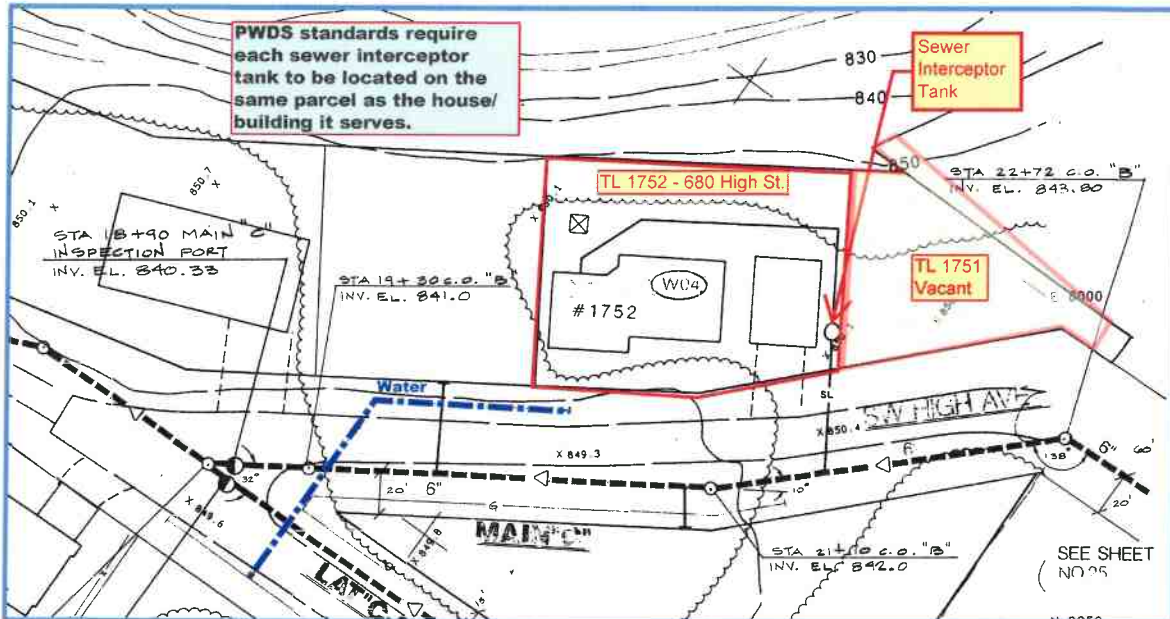
Sewer: The sewer interceptor is located south of the garage as shown on Map 4.

***TL 1751 – Vacant Lot.***

Water: There is no city water main in SW High Street in front of the parcel. Map 5 below shows a water service line or water main must be extended from SW Ivy Street to TL 1751. A new water service line or water main extension must be installed at the time a building permit is issued for construction of a new home on TL 1751. The water service shall comply with the Mill City Public Works Design Standards (PWDS).

Sewer: A 4" sewer main is located in SW High Street; it can serve a new home on TL 1751. The City's PWDS require each lot to be served by a separate sewer interceptor tank that is located on the lot. The tank shall be located 5' from the property line.

Map 4  
As-Built Drawings, Sheet 24  
Existing Sanitary Sewer Line serving 680 SW High St.



Map 5  
Existing Utilities and Surrounding Uses





**Discussion:**

The location of the existing sewer interceptor tank may require the applicant to adjust the location of the proposed property line to comply with the city requirements:

- (1) TL 1751 must have a minimum 7,000 square feet.
- (2) The sewer interceptor tank for each parcel must be located on the same parcel as the building and must be installed so it has a minimum 5' setback from the property line.

In order to comply with these two requirements, the applicant may need to install a new sewer interceptor tank for the home and use the old interceptor tank for TL 1751.

The applicant will need to have a surveyor assist them in setting the final property line and determine if a new sewer interceptor tank is needed for the existing home.

**Conclusion:** *The City staff is not sure if the proposal can comply with Criteria 3. The applicant will need to submit additional information to the City.*

**Criteria 4:** *The property line adjustment does not create any additional parcels.*

**Findings:** No new parcels are created. One parcel will be eliminated.

**Conclusion:** *The proposal complies with Criteria 4.*

**Criteria 5:** *The property line adjustment does not create any building encroachments into any specified setback area. In situations where there is an existing building encroachment, the adjustment will not result in a greater setback encroachment.*

**Findings:** The proposed parcel line is located south of the existing garage. The building line must leave a minimum 5' setback to the south side of the garage. The property line adjustment will not cause any building encroachments.

**Conclusion:** *The proposal complies with Criteria 5.*

**Criteria 6:** *The property line adjustment does not eliminate vehicular access for any of the parcels and the new lots shall conform to the city's public works design standards and access management requirements.*

**Findings:** The house at 680 SW High Street is served by a driveway onto SW High Street. TL 1751 has more than 100' of frontage on SW High Street. At the time a new home is built on TL 1751, a driveway can be constructed in compliance with the City's PWDS. With a property line adjustment, no street improvements are required; therefore, public works standards do not apply. Improvements will be required at the time a building permit is issued.

**Conclusion:** *The proposal does not eliminate vehicular access to any site and public works design standards do not apply; therefore, the proposal complies with Criteria 6.*

*Criteria 7: Verification of ownership for each property must be presented to the city recorder.*

Findings: The Linn County Assessor's records show the two parcels (TL 01751 and TL 01752) are owned by Jill and Jason Saari. A copy of the Linn County Assessor's property records are included in the file.

**Conclusion:** *The proposal complies with Criteria 7.*

## **CONCLUSION:**

Based upon the above stated findings, the City Planning Consultant cannot determine if the applicant's proposal for a property line adjustment fully complies with all applicable requirements and decision criteria of the City of Mill City, Oregon.

**The applicant must submit additional information to the City before the City can approve the property line adjustment:**

1. **Set the final location of the proposed property line, showing the dimension of the proposed lots. The existing garage must be set at least 5' from the south property line.**
2. **Determine if the existing sewer interceptor tank will be located on TL 1751 or TL 1752.**
  - a. **If the sewer interceptor tank is located on TL 1751 (vacant lot), the applicant will be required to install a new sewer interceptor tank on TL 1752 (home site) before the City approves the final property line adjustment survey.**
  - b. **If the sewer interceptor tank is located on TL 1752 (680 SW High St. home site), the property line must be 5' south of the interceptor tank.**
3. **Verify the modified TL 1751 (vacant lot) will have a minimum of 7,000 square feet.**

If the property line adjustment is approved, the Planning Consultant will require the following **conditions of approval**.

## **CONDITIONS OF APPROVAL:**

**Conditions of approval 1, 2 and 3 must be completed by October 31, 2020.** If conditions 1 to 3 are not completed by that date, the approval is null and void unless a written extension is granted by the City.

1. **Survey.** Prepare and record a property line adjustment survey or replat survey with the Linn County Surveyor that complies with ORS 92 requirements and the requirements of the County Surveyor.
2. **Provide Final Plat to the City of Mill City:** A copy of the fully executed as recorded in the Linn County Surveyor's Book of Plats shall be provided to the City.
3. **Sewer Interceptor Tank.** Prior to City approval of the final property line adjustment survey, the City will verify that there is a functioning sewer interceptor tank located on TL 1752 that serves the existing home at 680 SW High Street.

September 20, 2019

RE: Notice of Decision: File No. 2019-03 – Property Line Adjustment

Applicant: Jill and Jason Saari

Page 8

The applicant is advised that the following requirements will apply at the time a building permit is issued for a new home on TL 1751:

4. Building Permits. No building permits will be issued by the City for TL 1751 until:
  - a. the property line adjustment survey is completed and recorded in the Linn County Surveyor's Book of Plats; and
  - b. a building sewer plumbing permit and a sewer interceptor tank installation permit for TL 1751 is filed concurrently with the building permit application; and
  - c. a plan for a water main/water service line extension is submitted and approved by the Public Works Supervisor and a Type B right-of-way construction permit is issued by the City for the installation of the water main/water service line extension.

**Once the staff issues a final decision to approve/deny the property line adjustment, an appeal period begins.**

**Right of Appeal:** Any person aggrieved by this decision may file an appeal with the City Council within twenty-one days of the effective date of this decision. If you have any questions regarding this decision, you may contact me at City Hall at 897-2302.

Sincerely,



David W. Kinney, Planning Consultant

cc: Stacie Cook, MMC, City Recorder

A copy of the final staff decision will be issued to:  
Mill City Planning Commission  
Linn County Surveyor



## City of Mill City

---

**David W. Kinney**  
*Planning Consultant for the City of Mill City*  
791 E. Hollister St., Stayton, OR 97383  
Office: (503) 769-2020 Cell: (503) 551-0899  
Email: [dwkinney@wvi.com](mailto:dwkinney@wvi.com)

September 9, 2019

Pat and Cara Kelly  
PO Box 225  
Mill City, OR 97360  
[kellyls@wbcable.net](mailto:kellyls@wbcable.net)

Dawn Connor  
1580 W. Washington Street  
Stayton, OR 97383

**RE: Notice of Decision – Approval of Property Line Adjustment**

File No. 2019-15

Location: 350 NE Cherry St. and 757 NE Santiam Boulevard

Assessor's Maps: Marion County 09 3E 29CA, Tax Lots 700, 2700 and 2800

Dear Pat, Cara and Dawn:

The property line adjustment application to adjust the boundary for tax lots 00700, 02700 and 02800 as shown on Map 1 has been **approved** subject to the listed conditions of approval in this decision.

In accordance with MCMC Section 16.36.050 the Mill City Planning Commission will review the staff decision regarding the property line adjustment at their Tuesday, October 15, 2019 regular meeting at City Hall. The Planning Commission may either affirm, deny or modify the staff decision.

**A. Proposal:**

Pat and Cara Kelly are the owners of a 0.99-acre parcel at 757 NE Santiam Boulevard, the site of Kelly Lumber business. They propose to transfer ownership of PARCEL A, a 14,300+/- square foot area at the north end of the 0.99-acre site, to Dawn Connor, the adjacent property owner to the north. TRACT A is a vacant tract with timber.

In exchange, they will acquire TRACT B, an 11,200+/- square foot portion of Dawn Connor's 5.27-acre tract, to add to the lumber yard site. TRACT B is vacant.

The applicants state the reason for the request is *"to move the common property line between the subject properties so that the resulting property configurations are more regularly shaped to allow for the most efficient use of the properties."* Table 1 shows the proposed changes in lot size.

September 20, 2019

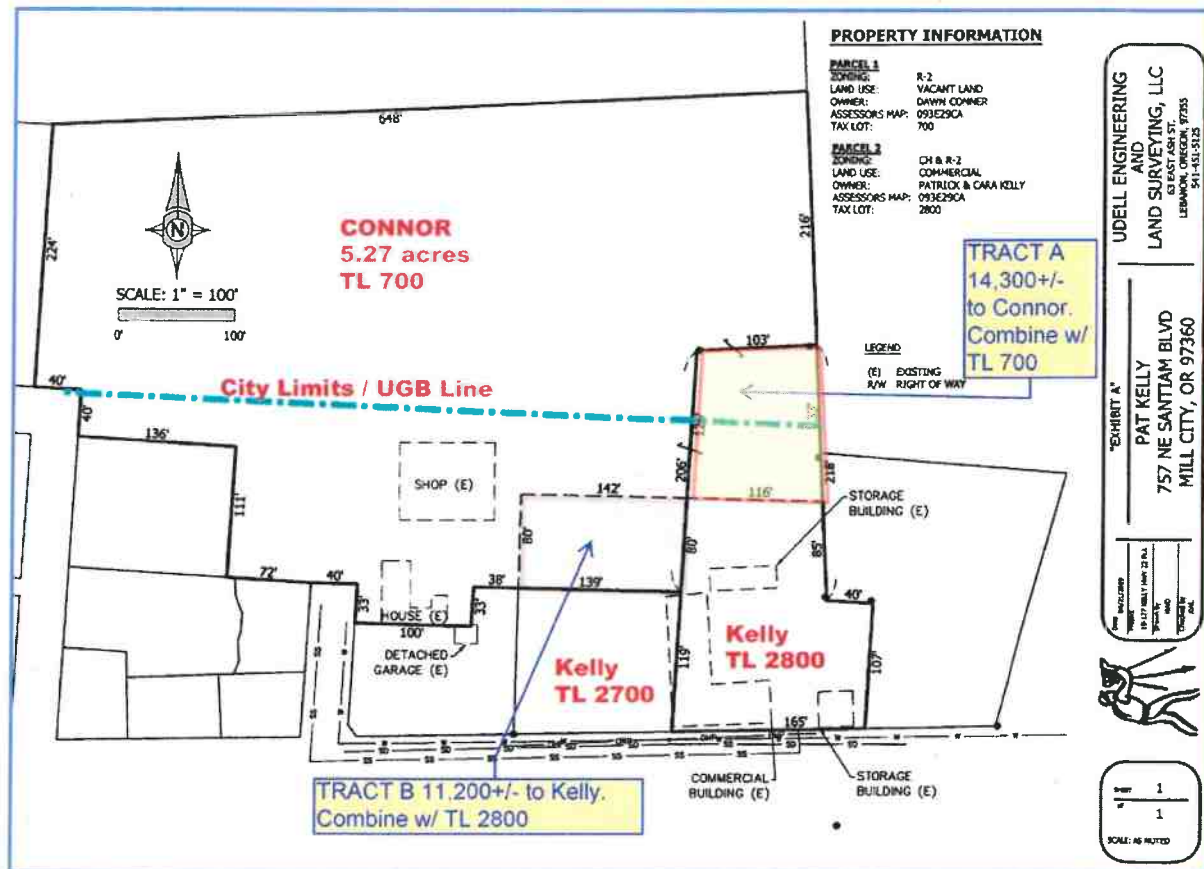
RE: Notice of Decision: File No. 2019-15 – Property Line Adjustment  
Applicant: Pat and Cara Kelly

Page 2

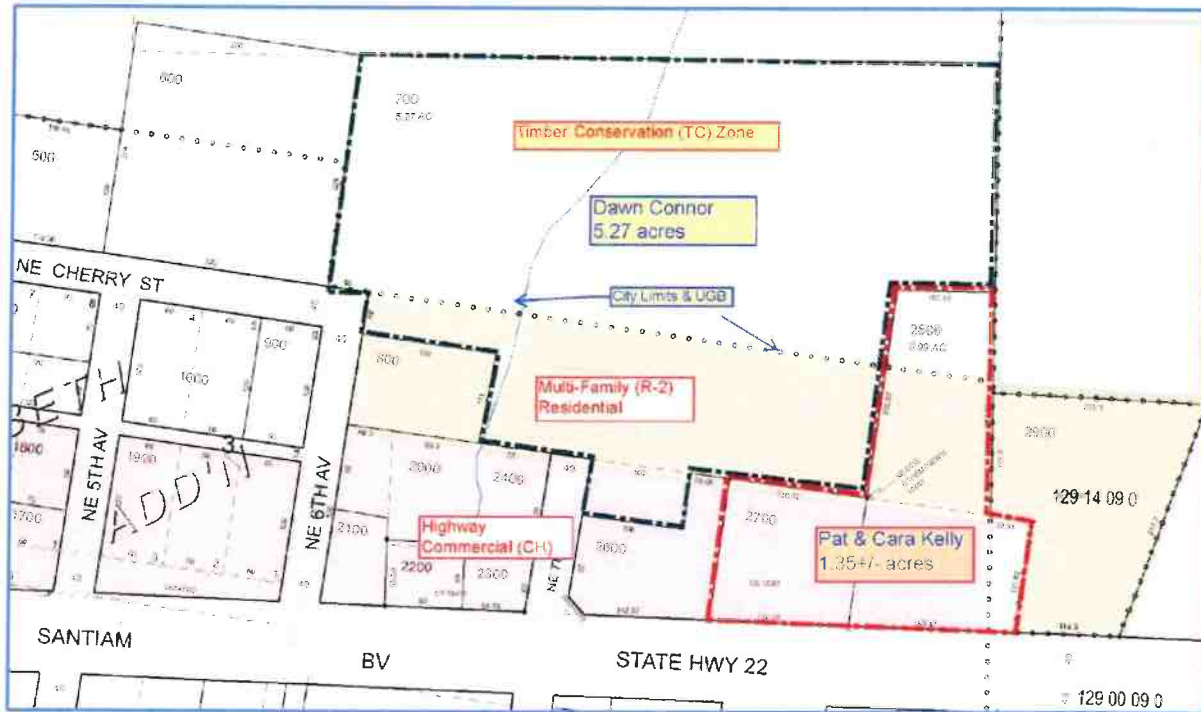
Table 1  
Proposed Property Line Adjustment  
Pat & Cara Kelly and Dawn Connor

Owner	Existing Tax Lot #	Existing Use	Existing Lot Size (sf)	Increase or Decrease in Lot Size	Proposed Lot Size (sf)
Dawn Connor	09 3E 29CA 00700	350 NE Cherry Street SFR & Shop Buildings	229,561 sf 5.27 acres	+ 3,049 sf	232,610 sf 5.34 acres
Pat & Cara Kelly	09 3E 29CA 02800	757 NE Santiam Blvd Kelly Lumber	43,124 sf 0.99 acres	-3,049 sf	40,075 sf 0.92 acres

Map 1  
Proposed Property Line Adjustment – Pat and Cara Kelly



Map 2  
Existing Zoning – City of Mill City and Marion County



**B. Findings and Conclusions:**

The applicant has complied with the application requirements and decision criteria for a property line adjustment set forth in Mill City Municipal Code Chapter 16.36.

*Criteria 1: The proposed lots meet minimum size, lot width and frontage requirements of the zone.*

**Findings:**

**Connor Property:** The 5.27-acre Connor parcel is located in the Timber Conservation (TC), Multi-Family Residential (R-2) and the Highway Commercial (CH) zones. Connor will acquire TRACT B, a 14,300+/- area that is located in the TC and R-2 zones. The new tract will be 5.34 acres with legal access to both NE Cherry Street and NE 7<sup>th</sup> Avenue. The new parcel meets the 5,000 sf minimum lot size, 70' lot width and 70' lot frontage requirements in the R-2 zone.

**Kelly Property:** The Kelly's own two parcels (TL 02700 and TL 02800) abutting NE Santiam Boulevard (Hwy 22). They are located in the Highway Commercial (CH) zone with the north half of TL 2800 in the Multi-Family Residential (R-2) zone. The two parcels are in Commercial use for Kelly Lumber. There are no minimum lot size or lot width requirements in the CH zone and the parcels have just under 300' frontage on Hwy 22. The new parcel meets the minimum lot size, width and frontage requirements for the CH zone.

**Conclusion:** *The proposal complies with Criteria 1.*

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Applicant: Pat and Cara Kelly

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*Criteria 2. If, prior to the application, the lot did not meet lot size, width, or frontage standards, the property line adjustment shall not result in greater nonconformity with the applicable standards;*

Findings: As noted under Criteria 1, the parcels met the minimum requirements, prior to the submittal of the property line adjustment application. The new parcels meet the lot size, dimension and width requirements. This criterion does not apply.

**Conclusion:** *The proposal complies with Criteria 2.*

*Criteria 3. The amended lot lines do not encroach on the location of sewage disposal or water supply lines or easements. There is sufficient area and adequate location on both lots to meet sewage disposal requirements;*

Findings:

**Connor Property:** The 5.27-acre Connor parcel has an existing home at the north end of NE 7<sup>th</sup> Avenue. The address is 350 NE Cherry St. The home is connected to city water and sewer services and is served by private utilities. Map 1 shows existing utilities in Hwy 22 and the extensions north on NE 7<sup>th</sup> Avenue. The new parcel lines do not encroach on the location of the existing public or private utilities. When the full 5.27-acre tract is subdivided in the future, water/sewer/storm and street improvements must be extended into the site.

**Kelly Property:** The Kelly Lumber buildings at 757 NE Santiam Boulevard are connected to city water and sewer lines located in Hwy 22 at the front of the property, as shown on Map 1. Any future expansion of the Kelly Lumber property can be served by utilities in Hwy 22.

No easements are shown on the proposed PLA plan. The relocated lot lines will not encroach on the location of any existing sewage disposal, water supply lines or easements.

**Conclusion:** *The proposal complies with Criteria 3.*

*Criteria 4: The property line adjustment does not create any additional parcels.*

Findings: No new parcels are created.

**Conclusion:** *The proposal complies with Criteria 4.*

*Criteria 5: The property line adjustment does not create any building encroachments into any specified setback area. In situations where there is an existing building encroachment, the adjustment will not result in a greater setback encroachment.*

Findings: The new parcel lines do not create or cause any new building encroachments. The existing Kelly Lumber main building encroaches across the property line between TL 02700 and TL 02800. The Planning Consultant recommends this lot line be eliminated when the final survey plat is prepared by the applicant's surveyor.

**Conclusion:** *The proposal can comply with Criteria 5.*

*Criteria 6: The property line adjustment does not eliminate vehicular access for any of the parcels and the new lots shall conform to the city's public works design standards and access management requirements.*



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Findings: Driveway and vehicle access is available to both the Connor and the Kelly parcels. The Connor property has access to NE Cherry Street and NE 7<sup>th</sup> Avenue. The Kelly property has full length frontage and access to Hwy 22. No street improvements are required for a property line adjustment; therefore, public works standards do not apply. Improvements may be required at the time any new building permits are issued or at the time of future subdivision or land use decisions for either parcel.

**Conclusion:** *The proposal does not eliminate vehicular access to any site and public works design standards do not apply; therefore, the proposal complies with Criteria 6.*

*Criteria 7: Verification of ownership for each property must be presented to the city recorder.*

Findings: The applicants submitted title information from Ticor Title Company verifying ownership of the parcels by Dawn Connor (TL 00700) and Pat/Cara Kelly (TL 02700 and TL 02800). The title company records are included in the file.

**Conclusion:** *The proposal complies with Criteria 7.*

## CONCLUSION:

Based upon the above stated findings, the City Planning Consultant determines the applicant's proposal for a property line adjustment complies with all applicable requirements and decision criteria of the City of Mill City, Oregon and is hereby **approved, subject to compliance with the following conditions of approval.**

## Conditions of Approval:

**All conditions of approval must be completed by October 15, 2020.** If conditions are not completed by that date, the approval is null and void unless a written extension is granted by the City.

1. Survey. Prepare and record a property line adjustment survey with the Marion County Surveyor that complies with ORS 92 requirements and the requirements of the County Surveyor and is consistent with the approved Property Line Adjustment as shown on the attached map stamped approved by the City of Mill City.
2. Provide Final Plat to the City of Mill City: A copy of the fully executed as recorded in the Marion County Surveyor's Book of Plats shall be provided to the City.

**Right of Appeal:** Any person aggrieved by this decision may file an appeal with the City Council within twenty-one days of the effective date of this decision. If you have any questions regarding this decision, you may contact me at City Hall at 897-2302.

Sincerely,



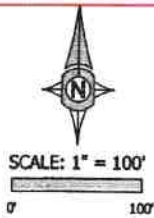
David W. Kinney

Planning Consultant for the City of Mill City

cc: Mill City Planning Commission  
Marion County Planning Department – Attention: Brandon  
Marion County Surveyor



City of Mill City  
 Land Use File 2019-15  
 Property Line Adjustment - Connor/Kelly  
 Approved by the City of Mill City  
 September 9, 2019



**CONNOR**  
 5.27 acres  
 TL 700

**City Limits / UGB Line**

**PROPERTY INFORMATION**

**PARCEL 1**  
 ZONING: R-2  
 LAND USE: VACANT LAND  
 OWNER: DAWN CONNER  
 ASSESSORS MAP: 093E29CA  
 TAX LOT: 700

**PARCEL 2**  
 ZONING: CH & R-2  
 LAND USE: COMMERCIAL  
 OWNER: PATRICK & CARA KELLY  
 ASSESSORS MAP: 093E29CA  
 TAX LOT: 2800

**LEGEND**

(E) EXISTING  
 R/W RIGHT OF WAY

**TRACT A**  
 14,300+/-  
 to Connor.  
 Combine w/  
 TL 700

Either consolidate Tract B, TL 2700  
 and remainder of TL 2800 into one  
 parcel or move property line  
 between TL 2700 & TL 2800 to  
 eliminate the building  
 encroachment onto TL 2700.

**Kelly**  
 TL 2700

**Kelly**  
 TL 2800

**TRACT B** 11,200+/- to Kelly.  
 Combine w/ TL 2800

UDELL ENGINEERING  
 AND  
 LAND SURVEYING, LLC

63 EAST ASH ST.  
 LEBANON, OREGON, 97355  
 541-401-3125

**PAT KELLY**  
 757 NE SANTIAM BLVD  
 MILL CITY, OR 97360

DATE: 09/11/19  
 DRAWN BY: PAT KELLY  
 CHECKED BY: UDELL

SHEET 1  
 OF 1  
 SCALE: AS NOTED



## City of Mill City

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**David W. Kinney**  
*Planning Consultant for the City of Mill City*  
791 E. Hollister St., Stayton, OR 97383  
Office: (503) 769-2020 Cell: (503) 551-0899  
Email: [dwkinney@wvi.com](mailto:dwkinney@wvi.com)

September 16, 2019

Todd Miller, Superintendent  
Santiam Canyon School District  
PO Box 197  
Mill City, OR 97360

Hayden Wooton  
**Reece & associates, Inc.**  
321 First Avenue, East, Suite 3a  
Albany, Oregon 97321

**RE: Notice of Decision – Approval of Property Line Adjustment**  
09 3E 30DD, Tax Lots 06900, 07000 and 08100  
File No. 2019-17

Dear Todd and Hayden:

The property line adjustment application to adjust the boundary for tax lots 06900, 07000 and 08100 as shown on Map 1 has been **approved**.

In accordance with MCMC Section 16.36.050 the Mill City Planning Commission is scheduled to review the staff decision regarding this property line adjustment at their Tuesday, October 15, 2019 regular meeting at City Hall. The Planning Commission may either affirm, deny or modify the staff decision. **The effective date of this decision is October 16, 2019**

**A. Proposal:**

The Santiam Canyon School District is the owner of the three parcels. The property currently includes the Santiam Jr./Sr. High School, tennis courts and a home at 300 SW Cedar Street in Mill City.

The applicant proposes to consolidate the parcels and replat the entire area within Blocks 19, 20, 23 and 24 of the Hobson's Addition Subdivision. No new lots will be created.

The School District intends to demolish the existing high school classroom building and construct new junior high school and senior high school classroom buildings and a second gymnasium on the site. The property line consolidation is required before they District can proceed with a site plan approval for the new construction.

September 16, 2019

RE: Notice of Decision: File No. 2019-17 – Property Line Adjustment

Applicant: Santiam Canyon School District

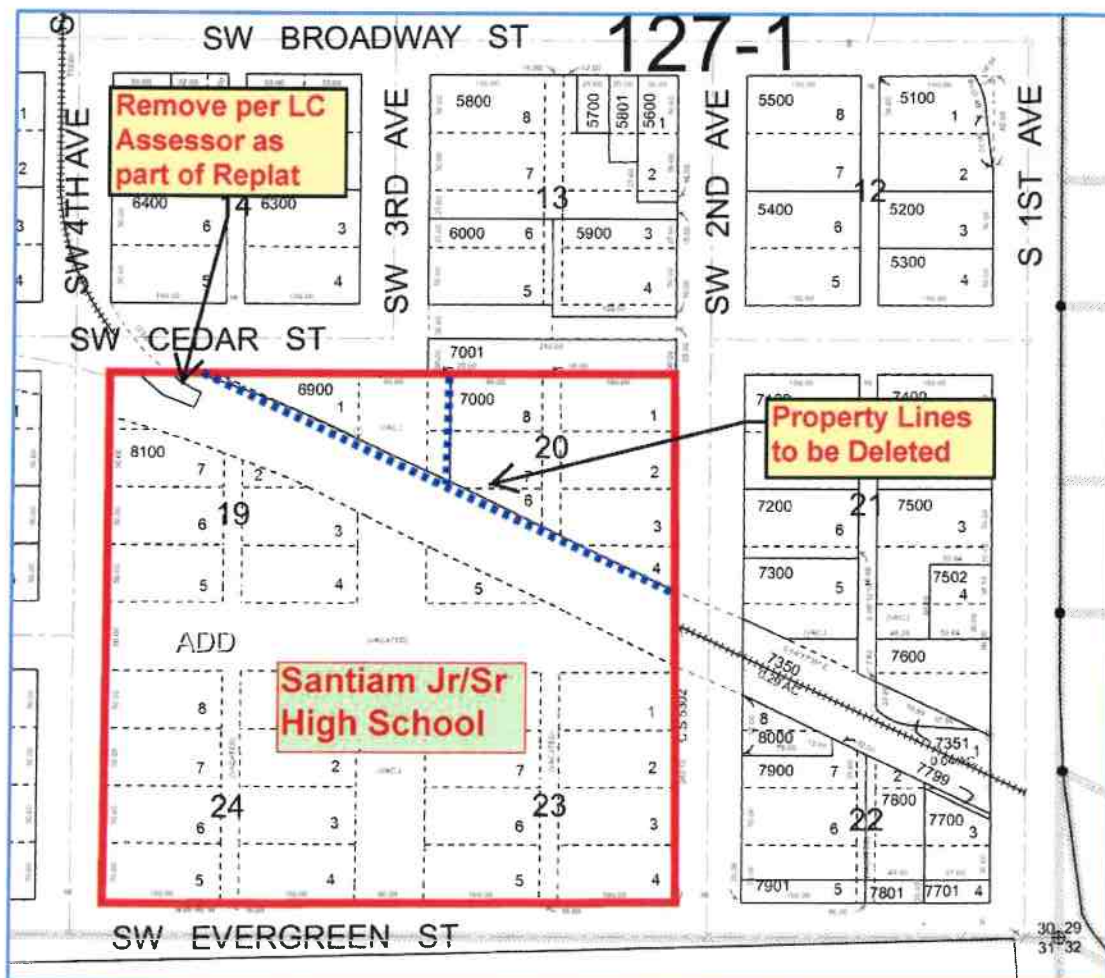
Page 2

**Table 1**  
Proposed Property Line Adjustment – Santiam Canyon School District

Owner	Existing Tax Lot #	Existing Use	Existing Lot Size (sf)	Increase or Decrease in Lot Size	Proposed Lot Size (sf)
Santiam Canyon School District	09 3E 30DD 06900	300 SW Cedar Street Home to be demolished	10,020 sf +/- 0.23 acres	Eliminate Tax Lot	
Santiam Canyon School District	09 3E 30DD 07000	Tennis Courts & Gravel Parking Area	27,880 sf +/- 0.64 acres	Eliminate Tax Lot	
Santiam Canyon School District	09 3E 30DD 08100	Santiam Jr/Sr High School	4.23 acres	+ 37,900+/- sf +0.87 acres	5.10 acres

Map 1

Proposed Property Line Adjustment – Santiam Jr/Sr High School Site



**B. Findings and Conclusions:**

The applicant has complied with the application requirements and decision criteria for a property line adjustment set forth in Mill City Municipal Code Chapter 16.36. Responses to each of the review criteria have been submitted by the applicant as a part of the official application/record.

*Criteria 1: The proposed lots meet minimum size, lot width and frontage requirements of the zone.*

Findings: There is no minimum lot size, lot width or frontage requirements in the Public (P) zone. The school site does have frontage on four streets (SW 2<sup>nd</sup>, SW 4<sup>th</sup>, SW Cedar and SW Evergreen).

**Conclusion:** *The proposal complies with Criteria 1.*

*Criteria 2. If, prior to the application, the lot did not meet lot size, width, or frontage standards, the property line adjustment shall not result in greater nonconformity with the applicable standards;*

Findings: As noted under Criteria 1, the parcels met the minimum requirements, prior to the submittal of the property line adjustment application. The new parcels meet the lot size, dimension and width requirements. This criterion does not apply.

**Conclusion:** *The proposal complies with Criteria 2.*

*Criteria 3. The amended lot lines do not encroach on the location of sewage disposal or water supply lines or easements. There is sufficient area and adequate location on both lots to meet sewage disposal requirements;*

Findings: City utilities are located in the public rights-of-way in the abutting streets. The applicant's preliminary plans for the property line adjustment and a preliminary site survey prepared for the City of Mill City and School District in 2018 by John Newberg, Newberg Surveying shows the location of all adjacent public and private utilities. No encroachments or conflicts exist.

New or relocated on-site water, sewer and private utilities will be required as part of the city's approval for the construction of new school buildings and facilities. The City staff concludes there is sufficient area on the school district site to allow for on-site sewer, water, storm drainage and private utilities.

**Conclusion:** *The proposal complies with Criteria 3.*

*Criteria 4: The property line adjustment does not create any additional parcels.*

Findings: No new parcels are created. Two parcels will be eliminated.

**Conclusion:** *The proposal complies with Criteria 4.*

*Criteria 5: The property line adjustment does not create any building encroachments into any specified setback area. In situations where there is an existing building encroachment, the adjustment will not result in a greater setback encroachment.*

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RE: Notice of Decision: File No. 2019-17 – Property Line Adjustment

Applicant: Santiam Canyon School District

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Findings: The existing home at 300 SW Cedar Street will be demolished as part of the school district's construction project. proposed parcel line is located south of the existing garage. The building line must leave a minimum 5' setback to the south side of the garage. The property line adjustment will not cause any building encroachments.

**Conclusion:** *The proposal complies with Criteria 5.*

*Criteria 6: The property line adjustment does not eliminate vehicular access for any of the parcels and the new lots shall conform to the city's public works design standards and access management requirements.*

Findings: The property has frontage on four streets and has multiple driveway entries to the existing school facilities. When the school district requests site plan approval for the new classroom buildings and second gymnasium, the City will review and approve new parking, driveway entry points and traffic within the site. Approval of this property line adjustment will not impact the district's ability to plan for the new driveway access point.

With a property line adjustment, no street improvements are required; therefore, public works standards do not apply. Improvements will be required at the time a building permit is issued.

**Conclusion:** *The proposal does not eliminate vehicular access to any site and public works design standards do not apply; therefore, the proposal complies with Criteria 6.*

*Criteria 7: Verification of ownership for each property must be presented to the city recorder.*

Findings: The Linn County Assessor's records show the two parcels (TL 06900, 07000 and 08100) are owned by Santiam Canyon School District. A copy of the Linn County Assessor's property records are included in the file.

**Conclusion:** *The proposal complies with Criteria 7.*

#### **C. CONCLUSION and DECISION:**

Based upon the above stated findings, the City Planning Consultant concludes the applicant's proposal for a property line adjustment fully complies with all applicable requirements and decision criteria of the City of Mill City, Oregon. The property line adjustment is approved subject to the conditions of approval listed below.

#### **D. CONDITIONS OF APPROVAL:**

**The following conditions of approval must be completed by October 31, 2020.** If all of the conditions of approval are not completed by that date, the approval is null and void unless a written extension is granted by the City.

1. Survey. Prepare and record a property line adjustment survey or replat survey with the Linn County Surveyor that complies with ORS 92 requirements and the requirements of the County Surveyor.
2. Provide Final Plat to the City of Mill City: A copy of the fully executed as recorded in the Linn County Surveyor's Book of Plats shall be provided to the City.

September 16, 2019

RE: Notice of Decision: File No. 2019-17 – Property Line Adjustment

Applicant: Santiam Canyon School District

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**E. Right of Appeal:**

Any person aggrieved by this decision may file an appeal with the City Council within twenty-one days of the effective date of this decision. If you have any questions regarding this decision, you may contact me at City Hall at 897-2302.

Sincerely,



David W. Kinney, Planning Consultant

cc: Stacie Cook, MMC, City Recorder  
Mill City Planning Commission  
Linn County Surveyor