

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**July 26, 2016
6:00 p.m. – Informal Dinner Meeting
7:00 p.m. – Regular Council Meeting**

Welcome! All persons addressing the Council will please use the table at the front of the Board Room. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."

NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m. One item of discussion will be regarding of nuisance properties. Please see the memorandum from City Attorney David Koch with Agenda Item 3 b.

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*

- 1) a topic already on the agenda;*
- 2) a matter in litigation,*
- 3) a quasi judicial land use matter; or,*
- 4) a matter scheduled for public hearing at some future date.*

The Mayor may limit the duration of these comments.

1. CONSENT AGENDA

- a. Consider Minutes of the April 26, 2016 Dinner and Regular City Council Meetings
- b. Request by Coleman Tasting Room - Wine Bar for a new liquor license at 801 SW Baker Street
- c. **Resolution No. 2016 - 50:** A Resolution approving the acquisition of property from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc. for the 5th Street transportation bond project.
- d. **Resolution No. 2016 - 51:** A Resolution awarding the contract for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10.

- e. **Resolution No. 2016 - 52:** Providing for an approving an agreement between the City of McMinnville and Benton County for Vehicle and Equipment Repair
 - f. **Resolution No. 2016 - 53:** Approving entering into a contract with the SilverStone Group
 - g. **Resolution No. 2016 - 54:** Approving entering into a contract with Arbitrage Compliance Specialists, Inc.
 - h. **Resolution No. 2016 - 55:** Approving entering into a contract with Smith-Wagar Brucker Consulting, LLC
 - i. **Resolution No. 2016 - 56:** Approving entering into a lease agreement with Ricoh USA, Inc. for a printer/copier
2. PUBLIC HEARING
- a. **7:00 P.M. Public Hearing** - Regarding an appeal of a 20-lot residential subdivision
3. NEW BUSINESS
- a. Presentation by Parks and Recreation on the Kids on the Block Program
 - b. Update on Enforcement Activities Related to Nuisance Properties
4. ORDINANCES
- a. **Ordinance No. 5006:** An Ordinance of the City of McMinnville describing the method for calculating parking time limits, repealing Ordinance 4985, repealing and replacing Section 32 of Ordinance 3629, and declaring an emergency.
5. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. 4th Quarter 2015 - Goals and Objectives Update
 - d. City of McMinnville Building Division Report for the Period Ending June 30, 2016
6. **EXECUTIVE SESSION:** Pursuant to ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing
7. ADJOURNMENT



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 07/26/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:

Attachments

City Manager Overview Memo



DATE: July 20th, 2016

TO: Mayor and City Council

FROM: Martha Meeker, City Manager

SUBJECT: Agenda for the July 26th McMinnville City Council Dinner Meeting and Regular Session

CONSENT AGENDA

The following items are considered routine and will be enacted by one motion without separate discussion on each item. If a Council member (or a citizen through a Council member) wishes additional time on a particular topic, it will be removed from the Consent Agenda and considered separately.

MINUTES OF THE APRIL 26th, 2016 DINNER MEETING AND REGULAR SESSION

OLCC APPLICATION: REQUEST BY COLEMAN TASTING ROOM – WINE BAR FOR A NEW LIQUOR LICENSE AT 801 SW BAKER STREET

Coleman Vineyards LLC, dba Coleman Tasting Room – Wine Bar is proposing to open a second tasting room in the McMinnville area at 801 SW Baker Street (previous location of MovieTime Video). The property is appropriately zoned (C-3) and the staff recommends approval.

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY FROM OREGON MUTUAL INSURANCE, KATHLEEN STOCKS, YAMHILL COUNTY AND RAMAN INC FOR THE 5TH STREET TRANSPORTATION BOND PROJECT

In February, 2016 the Council authorized the acquisition of property supporting the 5th Street Transportation Bond Project. Since that time, the City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire properties from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County and Raman Inc. at the total purchase price of \$15,080.

RESOLUTION AWARDING THE CONTRACT FOR THE McMinnville Municipal Airport Sanitary Extension Project, Project 2016-10

The McMinnville Municipal Airport Sewer Extension Project will provide gravity sanitary sewer service east of Cirrus Avenue to accommodate future development in the area. The City recently bid the Airport Sanitary Sewer Extension Project and received two competing proposals. The proposal from Landis & Landis Construction was deemed the lowest responsible and responsive bid and is in the amount of \$44,345.

RESOLUTION PROVIDING FOR AND APPROVING AN AGREEMENT BETWEEN THE CITY OF McMinnville and Benton County for Vehicle and Equipment Repair

With the retirement of the Fire Department's mechanic, the staff is requesting to contract out repair services with Benton County for the recently acquired Pierce 100 foot aerial platform and the new Pierce Engine.

RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH THE SILVERSTONE GROUP

Governmental accounting standards require the City to perform a full actuarial valuation of the City's Length of Service Awards Program for our volunteer firefighters. The SilverStone Group has performed these services for the City in the past and have demonstrated the expertise to ensure the actuarial valuation is completed and required disclosures are provided to the City's satisfaction.

RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH ARBITRAGE COMPLIANCE SPECIALISTS, INC

The Internal Revenue Code of 1986, Section 148(f) requires the City to complete arbitrage rebate and yield restriction calculations for arbitrage bonds; e.g., general obligation bonds. To remain in compliance with the Internal Revenue Code and covenants in bond issuance documents, the City must complete final arbitrage rebate and yield restrictions calculations for the 2006 Public Safety/Civic Hall Buildings General Obligation Bonds. For the 2011 Park System Improvements General Obligation Refunding Bonds, a "fifth year" arbitrage rebate calculation is also due.

In the past, the City has contracted with Arbitrage Compliance Specialists, Inc. (ACS) to perform these services. ACS has demonstrated the expertise to ensure that calculations are completed and legal and accounting opinions are issued according to the arbitrage rebate requirements of Section 148(f) of the Internal Revenue Code of 1986.

RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH SMITH-WAGAR BRUCKER CONSULTING, LLC

In recent years, the City has hired a Certified Public Accountant (CPA) with extensive experience in governmental accounting to assist the City with preparation of the Comprehensive Annual Financial Report (CAFR) and completion of the annual financial statement audit. Unfortunately, the CPA has informed the City she will no longer be available. Therefore, to prepare the CAFR and complete the audit for the fiscal year ending June 30, 2016, the staff is recommending to contract with Smith-Wagar Brucker Consulting, LLC.

RESOLUTION APPROVING A LEASE AGREEMENT FOR A COPIER

Working with the approved list of governmental service providers provided by the State of Oregon, the City has determined Ricoh is the lowest cost option for obtaining a copier for the Finance department. The negotiated price will be:

- Monthly lease price: \$159.98
- Cost per copy rate: \$0.0069 Black & White and \$0.048 Color
- Cash rebate: \$2,600
- 60 month operating lease (total lease cost = \$6,998.80)

REGULAR AGENDA

PUBLIC HEARINGS

Appeal of the Planning Commission's Approval of a Tentative Subdivision Plan

In April, the Planning Commission conducted a public hearing on, and subsequently approved, a twenty lot residential subdivision plan located on SW Redmond Hill Road. The Planning Department has since received an appeal of this decision. The appeal raises a number of issues, including concerns regarding drainage, potential impacts on the appellant's proposed marijuana grow operation adjacent to the subdivision but residing within the County, need for pedestrian improvements, request that adjacent residents be restricted in their use of certain pesticides, request that street dedication occur and the need for wall to prevent view and access to the appellant's property. The applicant also suggests the tentative subdivision plan be modified to move one of the proposed streets such that it parallels and is immediately adjacent to a western property line, thereby creating an increased buffer between the marijuana grow operation and future residents of this subdivision.

PRESENTATIONS

Jay Pearson and Janet Adams: Kids on the Block

Kids on the Block Program Manager, Janet Adams and Parks and Rec Director, Jay Pearson will present information regarding the City of McMinnville's award winning Kids on the Block after-school enrichment program, its evolution throughout its 28 year history including the formation and role of the Kids on the Block, Incorporated Advisory Board.

David Koch, City Attorney: Review of the City's Municipal Code in Light of Addressing Nuisance Properties

ORDINANCE

Ordinance of the City of McMinnville Describing the Method for Calculating Parking Time Limits

In Nov, 2014, the City Council passed Ordinance 4985 amending the municipal code language on parking restrictions to read as follows:

10.28.100 Parking – Time limits not extended by moving vehicle. Where maximum parking time limits are designated by sign, movement of a vehicle within a single block face shall not extend the time limits for parking. A vehicle leaving from and returning to the same block face during a 9:00 a.m. to 6:00 p.m. parking day will not cause parking time to be extended. A. “Block face” is defined as one side of the street between two intersecting streets. A parking lot will be considered part of the block face that is its longest border.

Recently, the McMinnville Municipal Judge ruled this language was unconstitutionally vague and/or overbroad. As such, and in collaboration with the Court staff and the City’s prosecutor, the staff is proposing new language to correct the deficiencies.

EXECUTIVE SESSION

City Manager Annual Evaluation

The City Council will meet to discuss the employment related performance of the City Manager



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 07/26/2016
SUBJECT: CITY MANAGER'S SUMMARY MEMO

SUMMARY:



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Consider Minutes of the April 26, 2016 Dinner and Regular City Council Meetings

BACKGROUND:

Attachments

April 26, 2016 Minutes

He presented a YouTube video featuring Jeff Bridges which showed the damaging environmental issues caused by plastic bags.

Mr. McPhillips informed the Council of the various cities that have banned plastic bags - Portland, Ashland, Corvallis, and Eugene. He advised that folks at Zero Waste are attempting to synthesize the various enacting ordinances that these cities have used to put together a draft ordinance for the City of McMinnville to review. He advised that the City Council agreed to "ban the bag," the ordinance and its deadlines for compliance should be well in advance of the target date. He noted that it would be best to start the project with large businesses prior to requiring all businesses to conform.

Extensive discussion between the Council and Zero Waste ensued. Topics included cost of the reusable bags, discounts for using recyclable bags, timelines for implementation, and other related issues. Following the discussion, each of the Council members thanked Mr. McPhillips and the Zero Waste representatives. Mayor Olson recollected the discussions surrounding implementation of Oregon's bottle bill and stated that this is a very similar situation. He thanked the group for their informative presentation.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting Work Session at 6:59 p.m.

CITY OF McMINNVILLE
MINUTES OF REGULAR MEETING of the McMinnville City Council
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, April 26, 2016 at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors:

	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	Alan Ruden
	Scott Hill	Larry Yoder
	Kevin Jeffries	Kellie Menke

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Finance Director Marcia Baragary, Fire Chief Rich Leipfert, Police Chief Matt Scales, Principal Planner Ron Pomeroy, Library Director Jenny berg, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:08 p.m. and welcomed all in attendance. He noted that Councilor Menke had been excused from the evening's meeting.

PLEDGE OF ALLEGIANCE: Mayor Olson led in the recitation of the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Olson asked for comments from citizens on topics not on the evening's agenda. No testimony was heard.

1 CONSENT AGENDA

The minutes of the January 26, 2016 City Council Dinner and Regular Meetings were the only item on the Consent Agenda. Councilor Hill MOVED to approve the Consent Agenda as submitted; SECONDED by Councilor Ruden. Motion PASSED unanimously.

2 OLD BUSINESS

2 a PRESENTATION: UPDATE FROM McMINNVILLE CITY PASTORS - HOW THE LATE NIGHT WATCH IS GOING: Mayor Olson welcomed McMinnville City Pastors Dennis Nice and Jason Willoughby.

Pastors Nice and Willoughby briefed the City Council on the activities of the McMinnville City Pastors since its inception a year ago. They noted that they are on the downtown area streets from 10:00 p.m. until 2:30 a.m. one evening per week. There are currently 13 individuals who are helping with this program. The group is self-funded with some area church assistance. Their main costs are for training and uniforms. They related some of the situations they had witnessed and how they had assisted.

The Mayor and each of the Council members thanked Pastors Nice and Willoughby for the work they and their volunteers are doing.

3 NEW BUSINESS

3 a PRESENTATION: JIM GALBA - INITIATING AN AMENDMENT TO THE NE GATEWAY PLANNED DEVELOPMENT OVERLAY ORDINANCE: Planning Director Montgomery announced that Mr. Galba had requested a change in the NE Gateway Planned Development Overlay; however, he was not present to discuss the matter.

3 b PRESENTATION: COLE RISDON - REGARDING REQUEST TO REMOVE MARIJUANA RESTRICTION BOUNDARY AROUND HIGH SCHOOL TENNIS COURTS: Mayor Olson announced for the record that he works in a technical capacity on Mr. Risdon's computers. He stated that there would be no conflict at this time. He welcomed Mr. Cole Risdon.

Mr. Risdon advised he was requesting that the City Council remove the marijuana restriction boundary that currently surrounds the high school tennis courts. City Attorney Koch distributed written materials that Mr. Risdon had put together for the Council. Recording Secretary Lorenzen entered into the record an e-mail addressed to the McMinnville City Council from Danielle Klaus dated April 25, 2016.

Mr. Risdon discussed the situation surrounding his marijuana business site and the high school tennis courts. He discussed the various meetings, e-mails, and discussions that he has had with City staff, the Oregon Health Authority (OHA), and Ms. Danielle Klaus.

City Attorney Koch explained that the City's Code does not contain the same criteria as the State of Oregon. He advised that the 1000 foot buffer is the State of Oregon's criteria and has been adopted by the City. He stated that staff had reviewed the five-part test that is included in the OHA rules and he referenced his memorandum dated April 20, 2016 regarding this agenda item. He reviewed the time line for Mr. Risdon's permit process. He pointed out that Mr. Risdon had applied for a Building Permit on January 6, 2016. On January 21, 2016, the City informed Mr. Risdon that his permit met the requirements of the City's Code and would be issued. On January 29, 2016, City staff was informed by a citizen, Danielle Klaus, that the Cowls Street Tennis Courts had been omitted from the buffer map and she requested that the location be properly identified as a school on the map. In response to Ms. Klaus' request, City staff reviewed the State's rules for guidance in determining whether the Cowls Street Courts should be considered a school, and, in particular, the five-part test set forth at OAR 333-008-1110. Staff then applied the facts concerning the use of the tennis courts to determine whether the Cowls Street Courts should be considered a "school" for the purpose of the 1,000 foot school buffer restrictions. Mr. Koch outlined the analysis used to determine that the Cowls Street Tennis Courts did constitute a school for the purpose of MMC17.64.040(A)(6)9(a). He further stated that because Mr. Risdon had been informed that his permit had been issued, and the issuance was based solely on a staff error and not any misrepresentations by Mr. Risdon, a determination was made that the permit should not be revoked. Mr. Risdon completed his project in accordance with the City's permit process and passed the City's final inspection on April 7, 2016. Mr. Risdon picked up his permit from the Building Department on February 22, 2016, and on April 7, 2016, the project passed the City's final inspection.

Discussion ensued amongst the Council regarding what could be done to alleviate Mr. Risdon's problem. Following this, Mayor Olson requested that City Attorney Koch write a letter to the OHA saying that the matter had been discussed at the City Council meeting and asking the OHA to take into

consideration the Council's concerns and that the City had issued a permit to Mr. Risdon.

Councilor Jeffries pointed out that if the OHA denied Mr. Risdon's request, he would still have appeal rights. There might be the possibility of an exemption. It was noted by Councilor Drabkin that the Council understands that Mr. Risdon has been treated unfairly by this process and the Council and staff will review the matter and clarify it. This may be to Mr. Risdon's benefit. The review will occur at an accelerated pace.

Mayor Olson thanked Mr. Risdon, staff, and the Council for the thorough discussion.

RECESS / RECONVENE: Mayor Olson called for a brief recess at 8:41 p.m. He reconvened the meeting at 8:48 p.m.

3 a PRESENTATION - JIM GALBA - INITIATING AN AMENDMENT TO THE NE GATEWAY PLANNED DEVELOPMENT OVERLAY ORDINANCE: Mayor Olson advised that Mr. Galba had arrived at the meeting and graciously volunteered to move his agenda item to the Council's May 10, 2016 agenda.

3 c OUTLINE OF NEXT STEPS TO IMPLEMENT ORDINANCE NO. 4900 - PLANNING DIRECTOR DOUG MONTGOMERY: Planning Director Montgomery directed the Council's attention to his memorandum in their Council packets regarding the City's sign ordinance specific to amortization. He noted that four sections in the ordinance speak to verifying data from 2008. He advised that based on an inventory completed in 2008, approximately 237 signs exist that are alleged to be non-conforming with the standards of the 2009 adopted sign ordinance. These signs are located on some 152 individual properties. He reviewed the steps that would be necessary to complete this update and to verify the 2008 sign inventory data. He suggested that it might be beneficial to amend some provisions of the ordinance that are specific to the enforcement on non-conforming signs.

Discussion ensued regarding the direction staff should take, given the limited number of staffing in the Planning Department.

Following discussion, Councilor Ruden MOVED to direct staff to move forward with their review of the non-conforming signage; SECONDED by Councilor Jeffries. Motion PASSED unanimously. It was noted that the Council understood the size of the project and that the timeline for the project could be lengthy.

4 ORDINANCE

4 a IMPOSING A THREE PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER AND REFERRING ORDINANCE: Mayor Olson asked whether the proceeds from the tax would be earmarked for public safety. City Manager Meeker offered

that the intent is to apply the funds to the Police and Fire Department budgets.

Councilor Ruden asked if the funds could be earmarked for a special public safety item, such as the Park Rangers' program.

Councilor Jeffries suggested that the ordinance should make it clear that the tax is on recreational, not medicinal, use. He further suggested that clarification could be made in the title of the ordinance.

City Attorney Koch suggested that clarifying language could be added to the ordinance making it clear that the tax would be on the retail sales of recreational marijuana items. Mayor Olson advised that the ordinance was amended with modifications to specify retail, not medical sales of marijuana.

City Attorney Koch read by title only Ordinance No. 5004 an ordinance of the City of McMinnville imposing a three percent tax on the sale of marijuana items by a marijuana retailer and referring ordinance. (No Councilor present requested that the ordinance be read in full.) The title of the ordinance was read for a second time.

Ordinance No. 5004 PASSED by a unanimous roll-call vote.

5

RESOLUTIONS

5 a

A RESOLUTION TO SUBMIT A MEASURE TO VOTERS AND ADOPTING BALLOT TITLE AND EXPLANATORY STATEMENT THE QUESTION OF A TAX ON CERTAIN MARIJUANA BUSINESSES WITHIN THE CITY OF McMINNVILLE: City Manager Meeker advised that passage of the resolution would refer the tax to the voters.

Councilor Drabkin MOVED to adopt Resolution No. 2016-19 a Resolution to submit a measure to the voters and adopting ballot title and explanatory statement the question of a tax on certain marijuana businesses within the City of McMinnville; SECONDED by Councilor Ruden. Motion PASSED unanimously.

5 b

ESTABLISHING THE McMINNVILLE AFFORDABLE HOUSING TASK FORCE AND APPROVING AN ACTION PLAN: City Manager Meeker advised that after having been educated on "homelessness," the City Council decided to attack affordable housing first - via an Affordable Housing Task Force. The draft resolution would create the Task Force and would approve an Action Plan to serve the housing needs of low and no-income families. She thanked the members of the committee that had worked on this, including Councilors Menke, Ruden, and Drabkin, representatives from YCAP and the Yamhill County Housing Authority, Community Home Builders, Howie Harkema from the Compass Center, and individual contributions from Sherl Hill, Derrick Price, and Scott Chambers.

Councilor Ruden pointed out that Councilor Menke had played a very important role in putting the plan together. He added that this was a very worthwhile endeavor.

Councilor Drabkin stated that it was good to remember that this came out of civic unrest - the people of McMinnville spoke up and said it was time to address homelessness as a City.

Following a brief discussion, Councilor Drabkin MOVED to adopt Resolution No. 2016-20 establishing the McMinnville Affordable Housing Task Force and Approving an Action Plan; SECONDED by Councilor Yoder. Motion PASSED unanimously.

5 c

MAKING BUDGETARY TRANSFERS FOR FISCAL YEAR 2015 - 2016: Fire Chief Leipfert explained that the proposed resolution is because of three fire vehicle purchases - an aerial platform truck, a fire engine, and a water tender. When the equipment purchases were budgeted, additional costs of approximately \$31,000 were not anticipated. More recently, the Department learned that there were used ambulances available through the City of Portland's surplus program. Purchase of these ambulances will serve the City's needs at a substantially lower cost than if new ambulances were purchased. Chief Leipfert went on to explain that the Fire Department has been awarded two Federal Emergency Management Agency grants totaling \$14,000 to assist with costs related to equipment purchase and supplies for the Citizens Emergency Response Team and the Yamhill County Multi-District HAM Radio project.

Following a brief question and answer period, Councilor Hill MOVED to adopt Resolution No. 2016-21 making budgetary transfers for fiscal year 2015 - 2016; SECONDED by Councilor Ruden. Motion PASSED unanimously.

6

ADVICE / INFORMATION ITEMS

6 a and b

CITY COUNCIL AND DEPARTMENT HEAD REPORTS: Due to the lateness of the hour, no Council or Department Head reports were heard.

7

ADJOURNMENT: Mayor Olson adjourned the Regular City Council meeting at 9:31 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

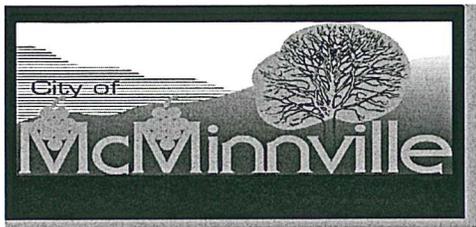
Request by Coleman Tasting Room - Wine Bar for a new liquor license at 801 SW Baker Street

BACKGROUND:

Please see attached OLCC application from Coleman Tasting Room - Wine Bar

Attachments

Coleman OLCC Application Overview



City Recorder Use

Final Action:
 Approved Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Coleman Tasting Room-Wine Bar
BUSINESS LOCATION ADDRESS: 801 SW Baker Street
LIQUOR LICENSE TYPE: Winery 2nd Location-Limited Liability Company

Is the business at this location currently licensed by OLCC
 Yes No

If yes, what is the name of the existing business:

Hours of operation: Tuesday – Sunday 11 am – 5 pm
Entertainment: N/A
Hours of Music: N/A
Seating Count: N/A

EXEMPTIONS:
None listed

Tritech Records Management System Check: Yes No
Criminal Records Check: Yes No
Recommended Action: Approve Disapprove



Chief of Police / Designee



City Manager / Designee



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Coleman Vineyard, LLC Phone: 503-437-0585

Trade Name (dba): Coleman Tasting Room-Wine Bar

Business Location Address: 801 SW Baker Street

City: McMinnville, OR ZIP Code: 97128

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11 to 5
 Monday _____ to _____
 Tuesday 11 to 5
 Wednesday 11 to 5
 Thursday 11 to 5
 Friday 11 to 5
 Saturday 11 to 5

Outdoor Area Hours: X

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

The outdoor area is used for:

Food service Hours: cheese plates to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how walked porch

The exterior area is adequately viewed and/or supervised by Service Permittees.
 _____ (Investigator's Initials)

*Same hours from Mem'l Weekend through Labor Day; weather permitting

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)
 Investigator Initials: _____
 Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Kimberly Coleman Date: 7-1-16



City Council- Regular

Meeting Date: 07/26/2016

Subject: 5th Street property purchase
approval resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 50: A Resolution approving the acquisition of property from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc. for the 5th Street transportation bond project.

BACKGROUND:

At their February 23, 2016 meeting, the City Council adopted Resolution 2016-10 authorizing the acquisition of property for the 5th Street transportation bond project. The City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property for the project from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc.

The total purchase price for the properties is \$15,080.00, plus closing and escrow costs, as follows:

- Oregon Mutual Insurance Company – Dedication Deed – \$1,900
- Oregon Mutual Insurance Company – Temporary Construction Easement – \$100
- Kathleen Stocks – Dedication Deed – \$1,000
- Yamhill County – Dedication Deed – \$700
- Yamhill County – Dedication Deed – \$900
- Raman, Inc. – Dedication Deed -- \$11,000
- Raman, Inc. – Repurchase Agreement – (\$520.00)

The attached resolution approves the acquisition, and authorizes the City Manager to sign the deeds, easement, repurchase agreement, and purchase documents.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the purchase of property from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc.

Attachments

RESOLUTION
OMI DEED & EASEMENT
STOCKS DEED
YAMHILL COUNTY DEED 1

YAMHILL COUNTY DEED 2
RAMAN DEED & REPURCHASE AGMT

RESOLUTION NO. 2016 - xx

A Resolution approving the acquisition of property from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc for the 5th Street transportation bond project.

RECITALS:

At their February 23, 2016 meeting, the City Council adopted Resolution 2016-10 authorizing the acquisition of property for the 5th Street transportation bond project.

The City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property for the project from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc.

The total purchase price for the properties is \$15,080.00, plus closing and escrow costs, as follows:

- Oregon Mutual Insurance Company – Dedication Deed – \$1,900
- Oregon Mutual Insurance Company – Temporary Construction Easement – \$100
- Kathleen Stocks – Dedication Deed – \$1,000
- Yamhill County – Dedication Deed – \$700
- Yamhill County – Dedication Deed – \$900
- Raman, Inc. – Dedication Deed -- \$11,000
- Raman, Inc. – Repurchase Agreement – (\$520.00)

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That the acquisition of property from Oregon Mutual Insurance, Kathleen Stocks, Yamhill County, and Raman, Inc, for the 5th Street transportation bond project, at the total purchase price of \$15,080.00, is hereby approved, and the City Manager is hereby authorized and directed to execute the deeds, easement, repurchase agreement, and purchase documents.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

GRANTOR: Oregon Mutual Insurance Company
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$1,900.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be sent
to the following address: N/A

DEDICATION DEED

OREGON MUTUAL INSURANCE COMPANY, AN OREGON CORPORATION, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$1,900.00.

The above described property is conveyed free of encumbrances, except those of record.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

In construing this deed and where the context so requires, the singular includes the plural.

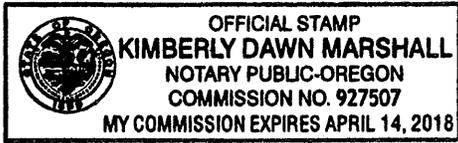
Dated this 10th day of June, 2016.

[Signature]
Name: John V. Dunlop
Title: VP-Commercial Underwriter

Name:
Title:

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on June 10, 2016 by John Dunlop
_____ as Vice President of Oregon Mutual Insurance Company, an
Oregon corporation



Kimberly O'Manell
Notary Public for Oregon
My Commission Expires: April 14, 2018

This record was acknowledged before me on _____ by _____
_____ as _____ of Oregon Mutual Insurance Company, an
Oregon corporation.

Notary Public for Oregon
My Commission Expires: _____

APPROVAL OF CONVEYANCE (ORS 93.808)

The City of McMinnville hereby approves of this conveyance and accepts title.

Name:

Title:

State of Oregon)

) ss.

County of Yamhill)

This record was acknowledged before me on _____ by _____,
as _____ of the City of McMinnville.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A - Page 1 of 2

5th Street
5th Street Right of Way Acquisition
TL 4421BC02200 & 02300
File 003

Parcel 1 – Fee

A parcel of land lying in the SW1/4, NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Oregon Mutual Insurance Company recorded July 1, 1974 in Book 100, Page 1889, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

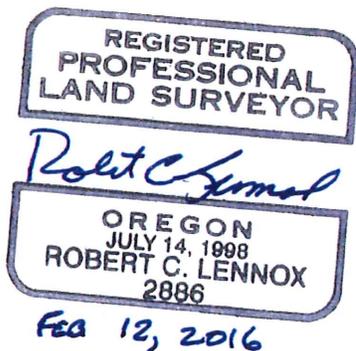
Beginning at a point opposite and 45.00 feet Southerly of Engineer's Station 103+25.21 on the herein described center line of NE 5th Street; thence N60°02'05"E in a straight line to a point opposite and 25.00 feet Southerly of Engineer's Station 103+57.50 on said center line.

The center line of NE 5th Street is described as follows:

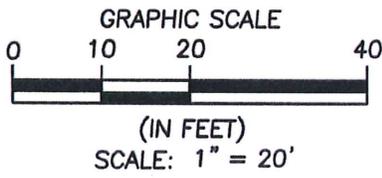
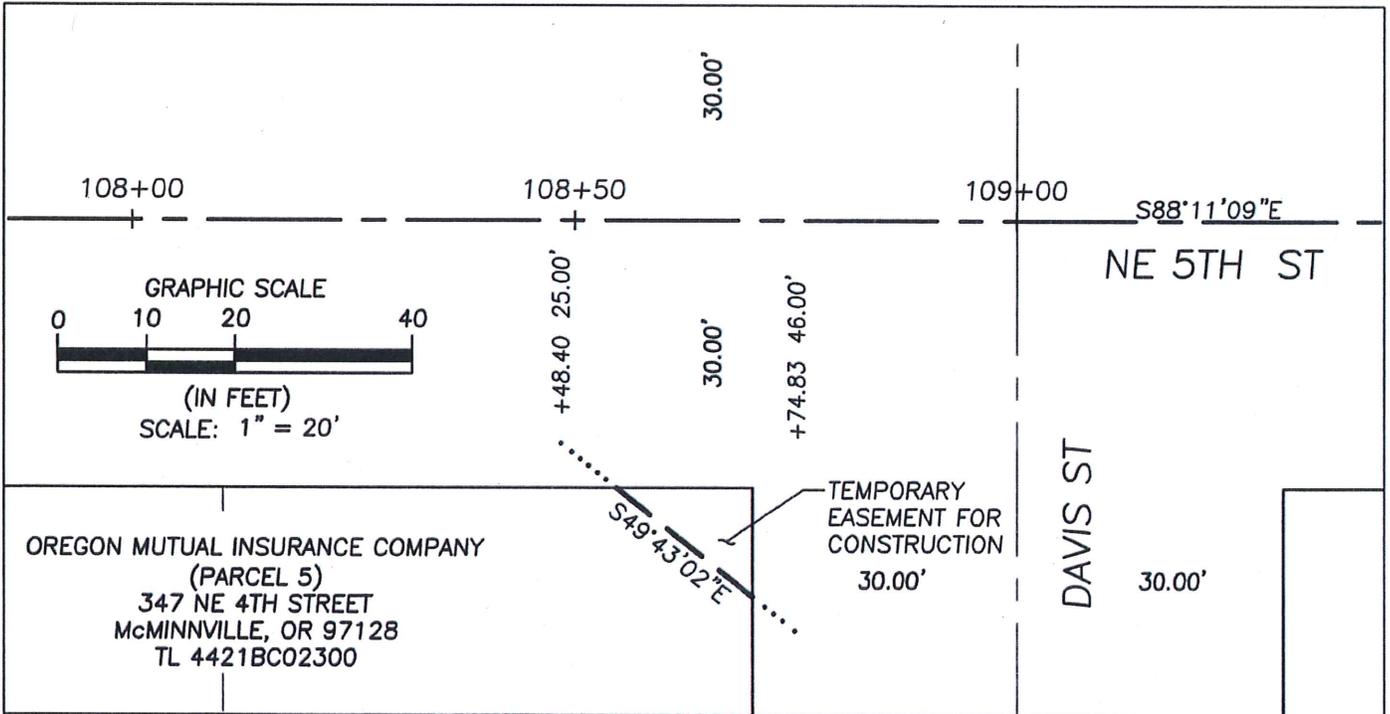
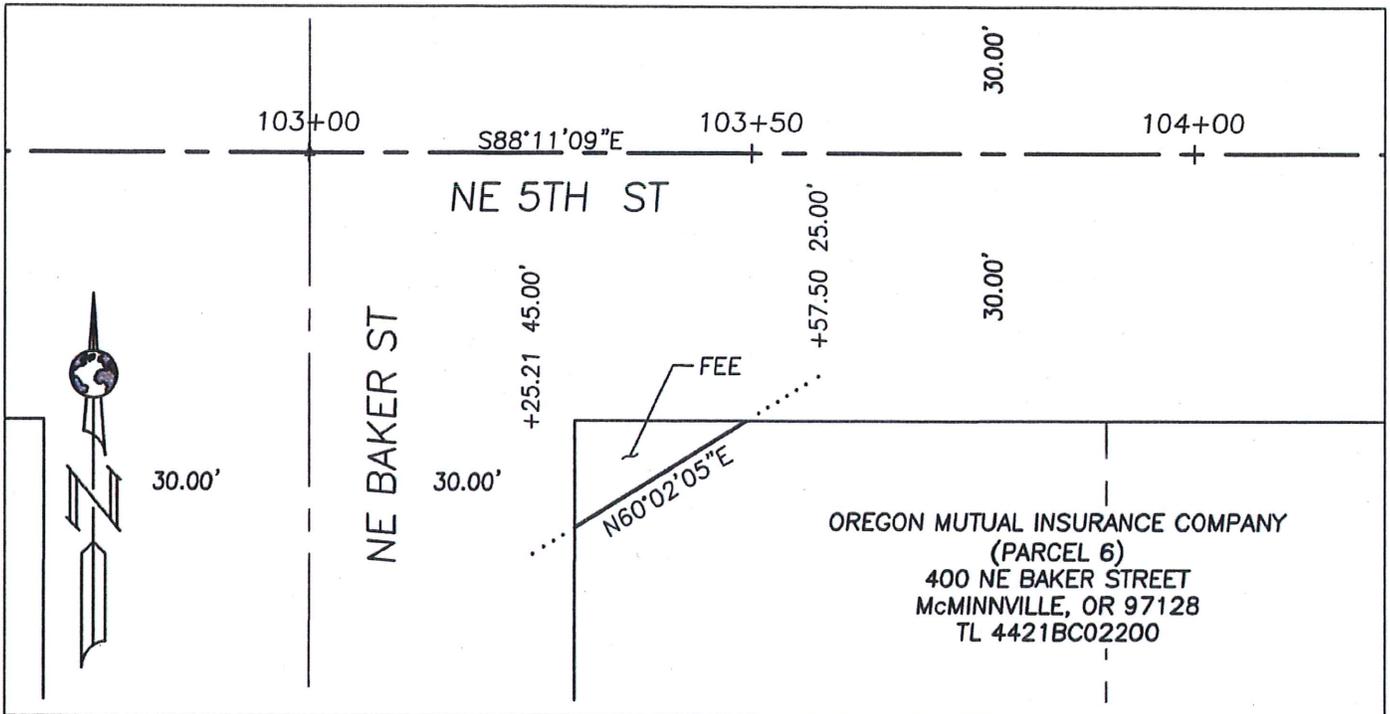
Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 117 square feet, more or less, outside the existing right of way.



February 12, 2016



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16
FEB. 12, 2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 003
 OREGON MUTUAL INSURANCE COMPANY
 400 NE BAKER STREET, & 347 NE 4TH STREET,
 NW 1/4 SECTION 21, T4S, R4W, W.M.,
 YAMHILL COUNTY, MCMINNVILLE, OREGON

DATE JANUARY 15, 2016

JOB NO. 2015010

bluedot
 group

land surveying & mapping
 11700 sw 67th ave
 portland, or 97223
 v. 503.624.0108
 www.bluedotgrp.com

GRANTOR: Oregon Mutual Insurance Company
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$100.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be sent
to the following address: N/A

TEMPORARY CONSTRUCTION EASEMENT

OREGON MUTUAL INSURANCE COMPANY, AN OREGON CORPORATION, GRANTOR(S), does hereby grant to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a temporary construction easement and right-of-entry for the purpose of construction, over and across the real property described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$100.00.

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with 5th Street: Adams Street – Lafayette Avenue and Alpine Avenue: 5th Street – 11th Way.

Grantee, within a reasonable time after completion of said construction, shall replace and restore as nearly as practicable the surface of the above described real property to its condition as it was immediately prior to Grantee's use of said property.

Grantor agrees that the consideration recited herein is just compensation for the property or the property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement of the public way.

The term and duration of this temporary construction easement shall be from July 1, 2016 to July 1, 2018.

In construing this easement and where the context so requires, the singular includes the plural.

Dated this 10th day of June, 2016.

EXHIBIT A - Page 2 of 2

5th Street

5th Street Right of Way Acquisition

TL 4421BC02200 & 02300

File 003

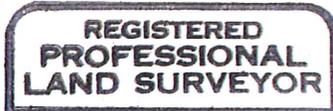
Parcel 2 – Temporary Easement for Construction

A parcel of land lying in the SW1/4,NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Oregon Mutual Insurance Company recorded July 10, 1967 as Volume 61, Page 357, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 108+48.40 on the herein described center line of NE 5th Street; thence S49°43'02"E in a straight line to a point opposite and 46.00 feet Southerly of Engineer's Station 108+74.83 on said center line.

The center line of NE 5th Street is described in Parcel 1.

This parcel of land contains 94 square feet, more or less, outside the existing right of way.

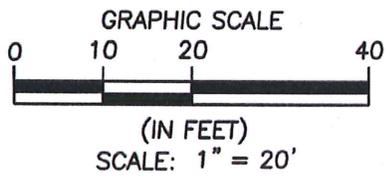
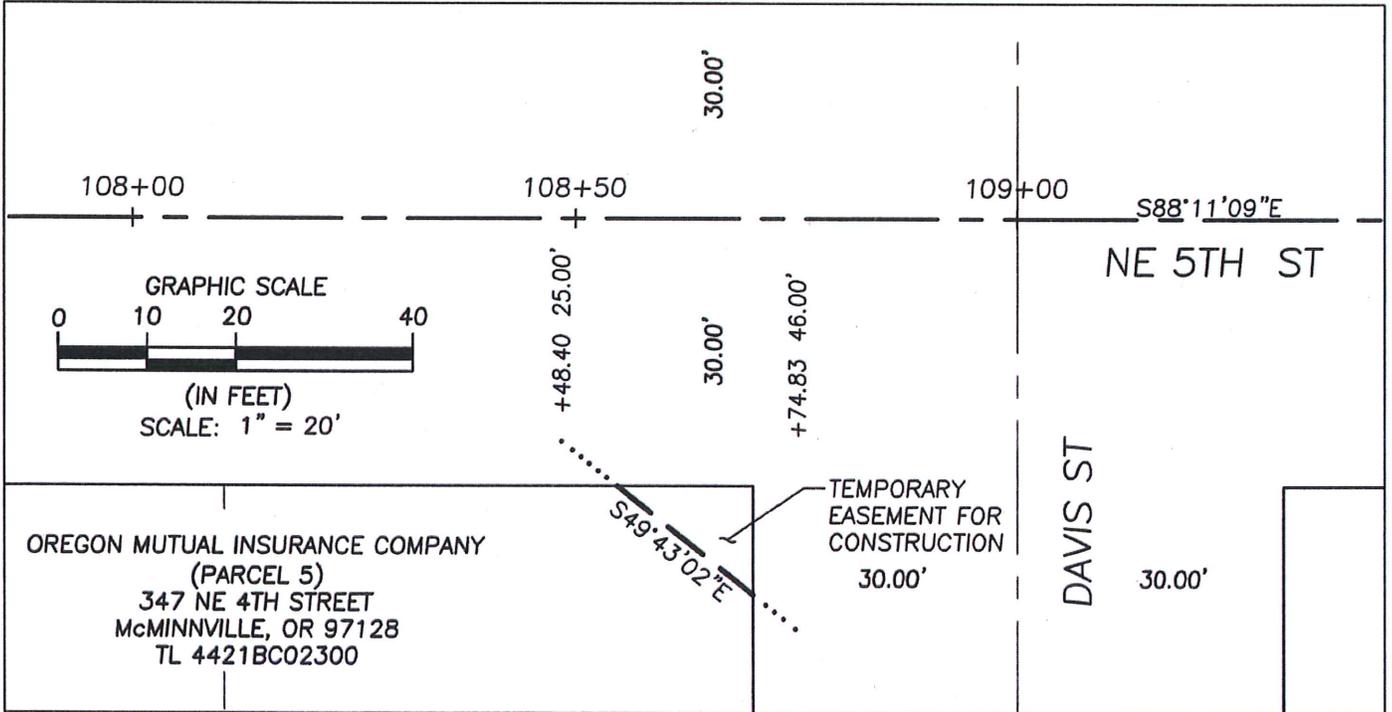
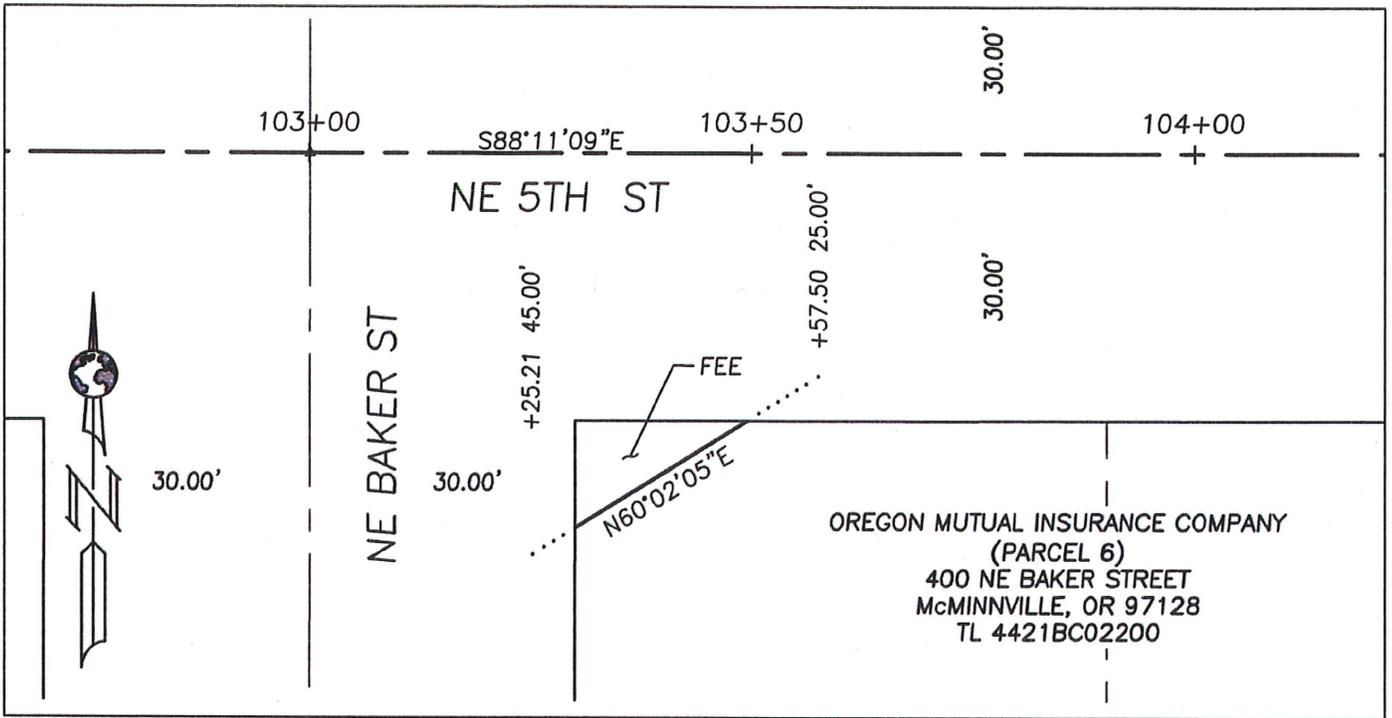


Robert C. Lennox



FEB. 12, 2016

February 12, 2016



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16
FEB. 12, 2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 003

OREGON MUTUAL INSURANCE COMPANY
 400 NE BAKER STREET, & 347 NE 4TH STREET,
 NW 1/4 SECTION 21, T4S, R4W, W.M.,
 YAMHILL COUNTY, MCMINNVILLE, OREGON

DATE JANUARY 15, 2016

JOB NO. 2015010

bluedot
 group

land surveying & mapping
 11700 sw 67th ave
 portland, or 97223
 v. 503.624.0108
 www.bluedotgrp.com

GRANTOR: Kathleen Stocks
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$1,000.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be sent to the following address: N/A

DEDICATION DEED

Kathleen Stocks, GRANTOR, conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$1,000.00.

The above described property is conveyed free of encumbrances, except those of record.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

EXHIBIT A - Page 1 of 1

5th Street
5th Street Right of Way Acquisition
TL 4421BD01600
File 010

Parcel 1 – Fee

A parcel of land lying in the SE1/4,NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Quitclaim Deed to Kathleen Stocks recorded May 26, 2009 as Document No. 200907777, Yamhill County Deed Records, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 126+56.39 on the herein described center line of NE 5th Street; thence S43°11'15"E in a straight line to a point opposite and 44.00 feet Southerly of Engineer's Station 126+75.39 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 39 square feet, more or less, outside the existing right of way.

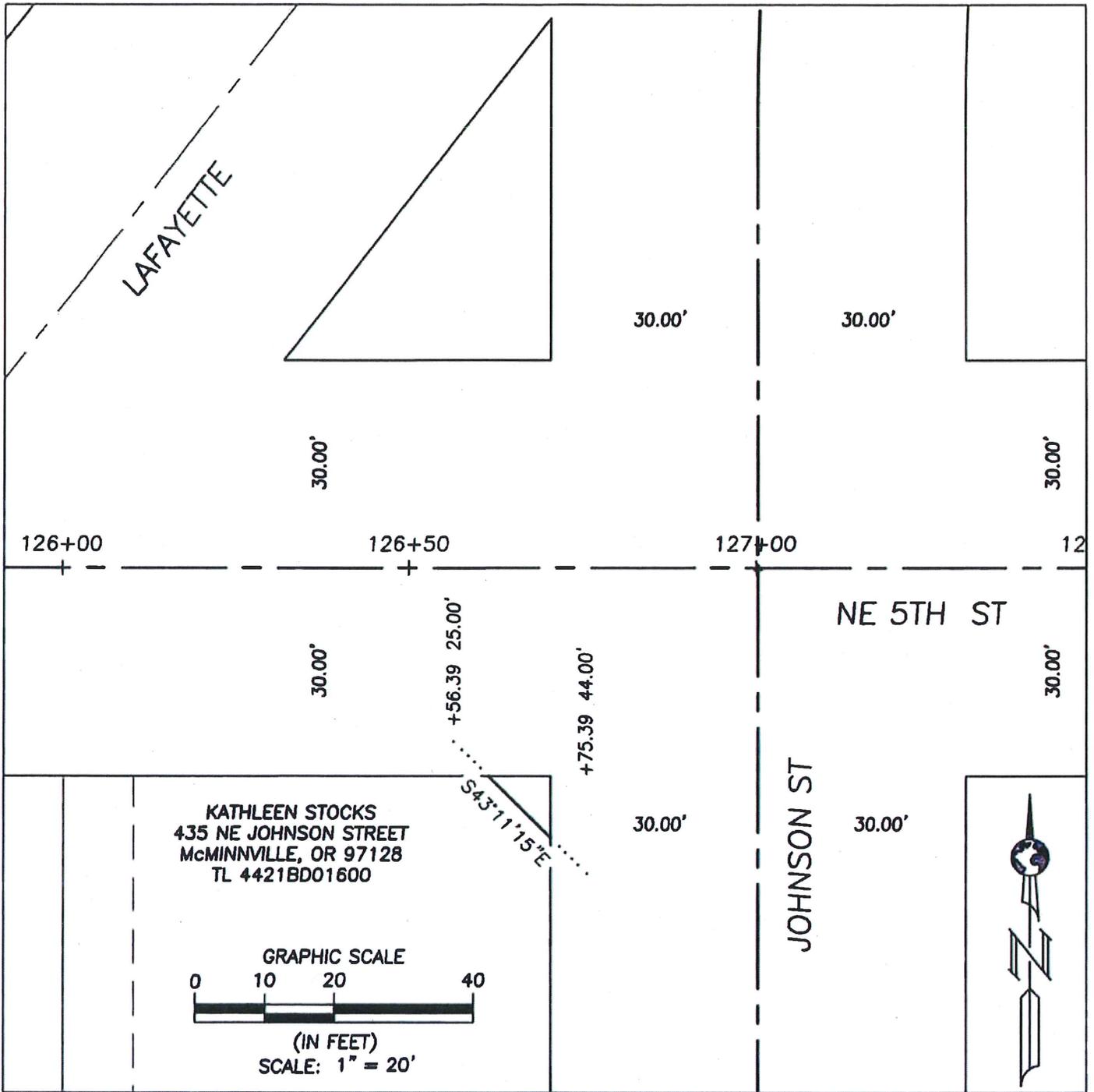


Robert C. Lennox

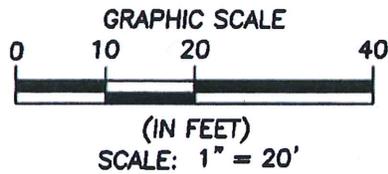


Feb 12, 2016

February 12, 2016



KATHLEEN STOCKS
 435 NE JOHNSON STREET
 McMINNVILLE, OR 97128
 TL 4421BD01600



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16

Feb. 12, 2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 010

KATHLEEN STOCKS

435 NE JOHNSON STREET, McMINNVILLE
 NW 1/4 SECTION 21, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON

DATE

FEBRUARY 12, 2016

JOB NO.

2015010

bluedot
group

land surveying & mapping
 11700 sw 67th ave
 portland, or 97223
 v. 503.624.0108
 www.bluedotgrp.com

GRANTOR: Yamhill County, a political
subdivision of the State of Oregon
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$700.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be
sent to the following address: N/A

DEDICATION DEED

YAMHILL COUNTY, a political subdivision of the State of Oregon, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$700.00.

The above described property is conveyed free of encumbrances, except those of record.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

APPROVAL OF CONVEYANCE (ORS 93.808)

The City of McMinnville hereby approves of this conveyance and accepts title.

Name:

Title:

State of Oregon)

) ss.

County of Yamhill)

This record was acknowledged before me on _____ by _____,
as _____ of the City of McMinnville.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A - Page 1 of 1

5th Street

5th Street Right of Way Acquisition

TL 4421BC00800

File 007

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to Yamhill County, State of Oregon, recorded June 5, 1888 as Book Y, Page 595, Deed Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

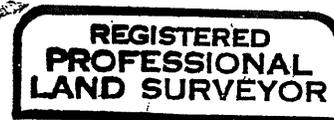
Beginning at a point opposite and 41.00 feet Northerly of Engineer's Station 112+25.27 on the herein described center line of NE 5th Street; thence S43°11'13"E in a straight line to a point opposite and 25.00 feet Northerly of Engineer's Station 112+41.27 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

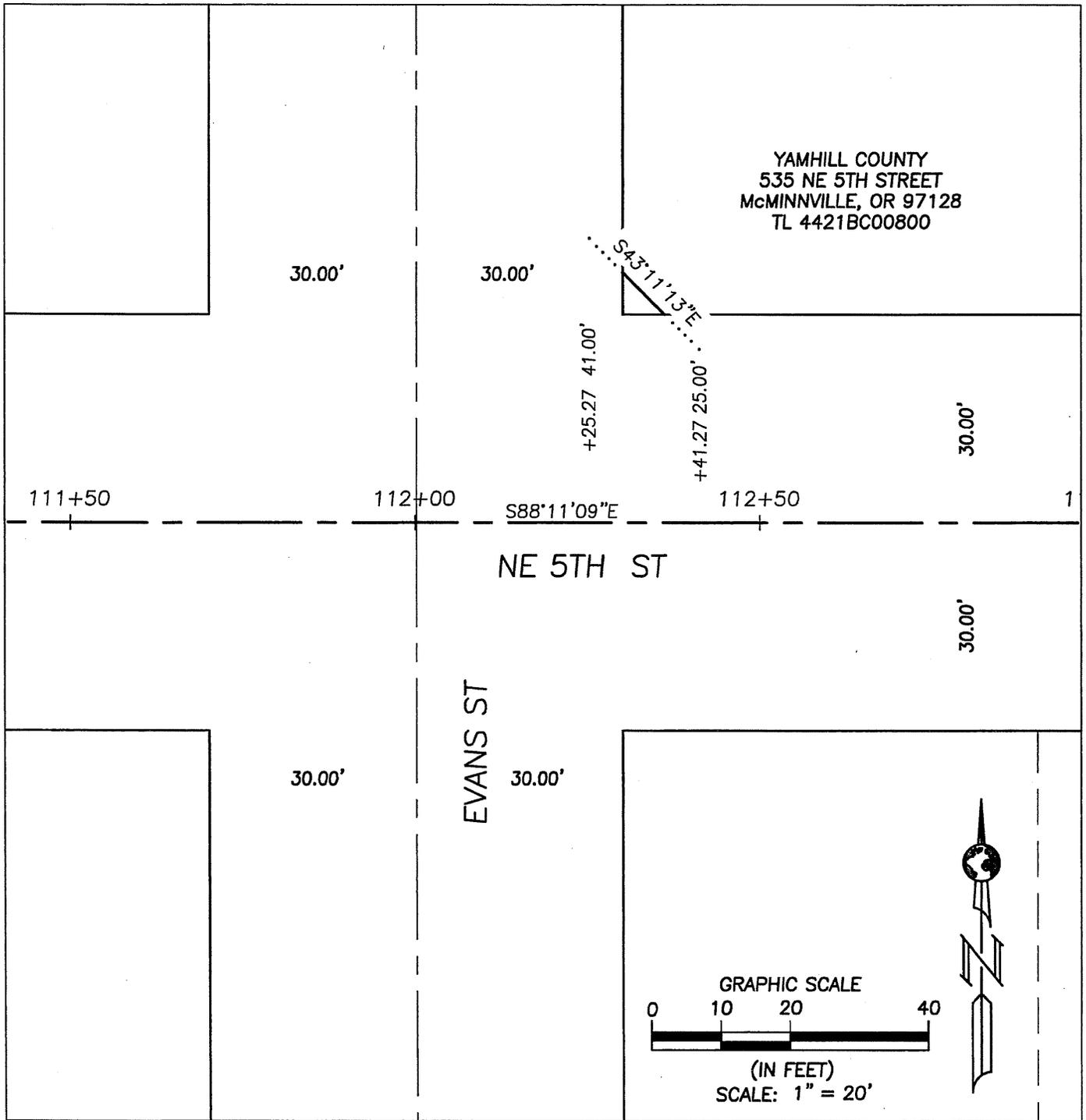
This parcel of land contains 18 square feet, more or less, outside the existing right of way.



Robert C. Lennox



June 22, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 007
YAMHILL COUNTY
535 NE 5TH STREET McMINNVILLE
NE 1/4 SECTION 20, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE JUNE 22, 2016

JOB NO. 2015010

**bluedot
group**

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

GRANTOR: Yamhill County, a political
subdivision of the State of Oregon
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$900.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be
sent to the following address: N/A

DEDICATION DEED

YAMHILL COUNTY, a political subdivision of the State of Oregon, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$900.00.

The above described property is conveyed free of encumbrances, except those of record.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

APPROVAL OF CONVEYANCE (ORS 93.808)

The City of McMinnville hereby approves of this conveyance and accepts title.

Name:

Title:

State of Oregon)

) ss.

County of Yamhill)

This record was acknowledged before me on _____ by _____,
as _____ of the City of McMinnville.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A - Page 1 of 1

5th Street

5th Street Right of Way Acquisition

TL 4421BC03000

File 008

Parcel 1 – Fee

A parcel of land lying in the SW1/4 of the NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Yamhill County, State of Oregon, recorded July 28, 2005 as Document No. 200516209, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

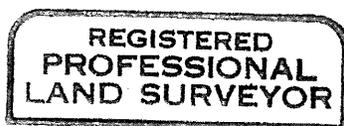
Beginning at a point opposite and 44.00 feet Southerly of Engineer's Station 112+25.00 on the herein described center line of NE 5th Street; thence N46°48'51"E in a straight line to a point opposite and 25.00 feet Southerly of Engineer's Station 112+44.00 on said center line.

The center line of NE 5th Street is described as follows:

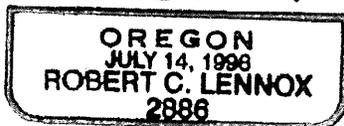
Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 39 square feet, more or less, outside the existing right of way.

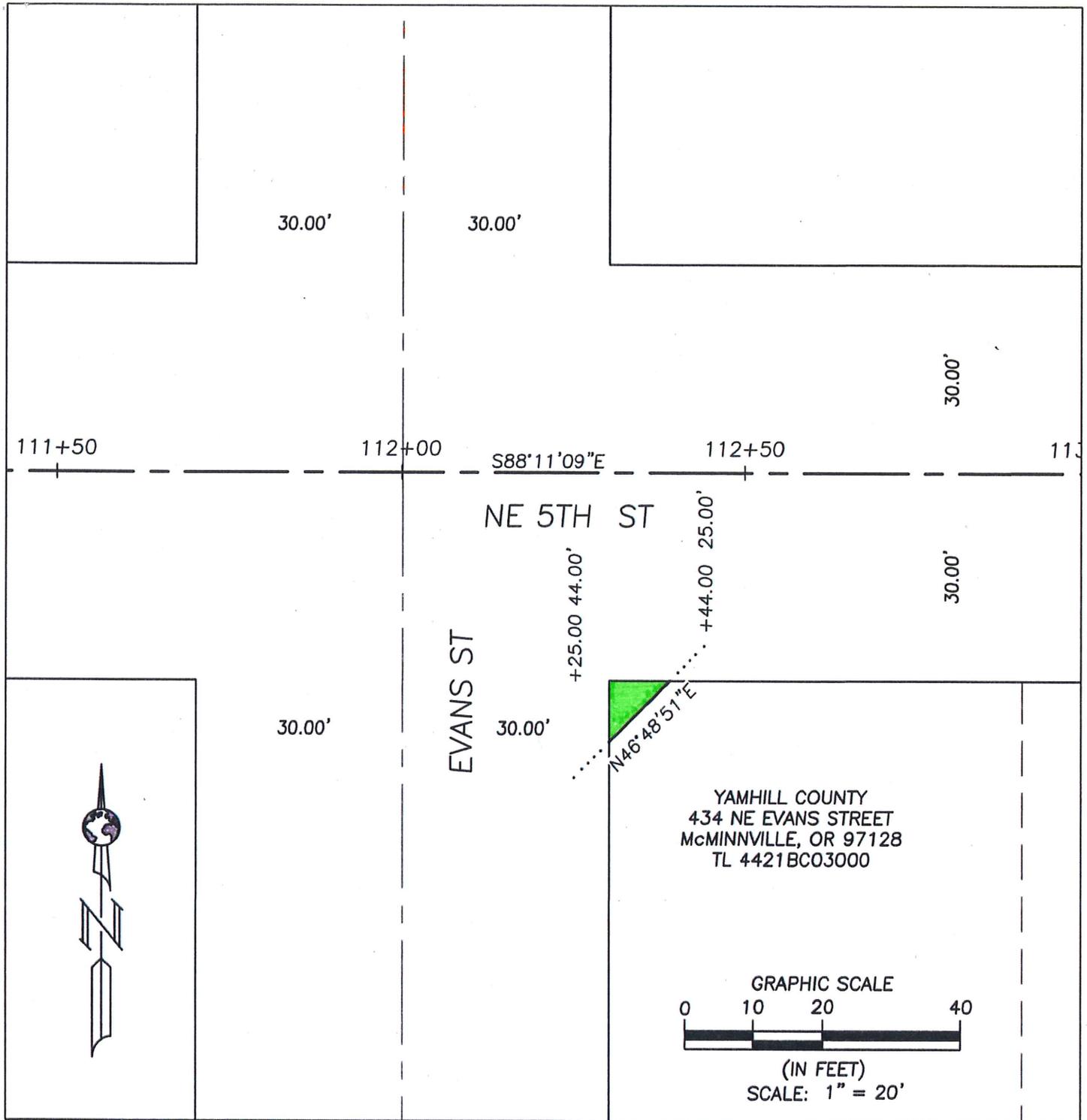


Robert Chennel



Feb. 12, 2016

February 12, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16
FEB. 12, 2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 008

YAMHILL COUNTY

434 NE EVANS STREET McMinnville

NW 1/4 SECTION 21, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE FEBRUARY 12, 2016

JOB NO. 2015010

bluedot
group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

GRANTOR: Raman Inc.
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$11,000.00

After recording return to:
City of McMinnville
230 NE 2nd Street
McMinnville Or 97128

Until a change is requested, all tax statements shall be sent to the following address: N/A

DEDICATION DEED

RAMAN INC., AN OREGON CORPORATION, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNIVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$11,000.00.

The above described property is conveyed free of encumbrances, except those of record

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

In construing this deed and where the context so requires, the singular includes the plural.

Dated this 13 day of July, 2016.

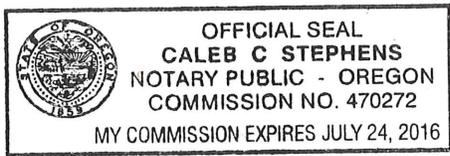


Name: BAHADUR SINGH
Title: president

Name:
Title:

State of Oregon)
) ss.
County of Marion ~~Yamhill~~)

This record was acknowledged before me on 7-13-2016 by Bahadur Singh
as President of Raman Inc., an Oregon Corporation.



Caleb C. Stephens

Notary Public for Oregon
My Commission Expires: 7-24-16

APPROVAL OF CONVEYANCE (ORS 93.808)
The City of McMinnville hereby approves of this conveyance and accepts title.

Name:
Title:

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on _____ by _____,
as _____ of the City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A - Page 1 of 1

5th Street

5th Street Right of Way Acquisition

TL 4420AD03100

File 005

Parcel 1 – Fee

A parcel of land lying in the SE1/4, of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Trustee's Deed to Raman Inc, an Oregon Corporation, recorded September 19, 2011 as Document No. 2011-12065, Deed Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

Beginning at a point opposite and 25.00 feet Northerly of Engineer's Station 102+57.13 on the herein described center line of NE 5th Street; thence N46°52'25"E in a straight line to a point opposite and 43.00 feet Northerly of Engineer's Station 102+75.15 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 32 square feet, more or less, outside the existing right of way.



Robert C. Lennox



Feb. 12, 2016

February 12, 2016

June 6, 2016

File No.:	005
Grantor:	Ramen, Inc.
Project:	5 th Street Right of Way Acquisition

REPURCHASE OF IMPROVEMENTS AGREEMENT

As an essential part of this transaction and for the sum of \$520.00, which is to be withheld from the consideration to be paid by the City of McMinnville, Grantors agree to repurchase from the City of McMinnville the following described improvement(s) and/or structure(s):

Sign face, pole , footing, and electrical.

It is agreed that said improvement(s) and/or structure(s) shall be removed from the property purchased by the City of McMinnville prior to July 27, 2016.

The Grantor will complete removal and clean up of the improvement. In the event the removal of said improvement has not been completed in the agreed time, Grantors shall be in default and shall forfeit all right and title to the improvement remaining on said property. It is further agreed that the cost of removal of said improvement and clean up by the City of McMinnville, its agents or contractors are to be paid by the Grantor.

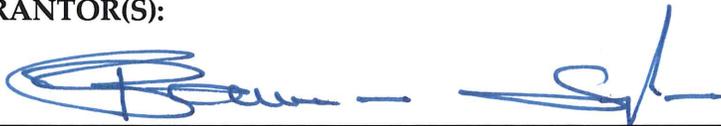
In the event any improvement or other item proposed to be moved for the use and benefit of Grantors is destroyed or damaged before moving to an extent sufficient to render the same unusable, the City of McMinnville shall not be obligated to make payment for the cost of moving or reestablishing the same.

CITY OF MCMINNVILLE:

Martha Meeker
City Manager

Date

GRANTOR(S):



Ramen Inc., an Oregon Corporation

7/13/16

Date



City Council- Regular

Meeting Date: 07/26/2016

Subject: A Resolution awarding the contract for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10

From: Mike Bisset, Community Development Director

AGENDA ITEM:

Resolution No. 2016 - 51: A Resolution awarding the contract for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10.

BACKGROUND:

At 2:00pm on June 30, 2016, the bids for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10 were publicly opened and read aloud. Two bids were received and the results are tabulated as follows:

Landis & Landis Construction	\$ 44,345.00
CR Woods Trucking, Inc.	\$ 65,097.25

The bids were checked for completeness, including a review of the following:

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the bid form properly filled out and executed?
- Were addendums acknowledged?

Both of the bids met these requirements. The Bid from Landis & Landis Construction in the amount of \$44,345.00 was deemed to be the lowest responsible and responsive bid. Detailed breakdowns of the received bids are on file in the Engineering Department.

The McMinnville Municipal Airport Sewer Extension Project will provide gravity sanitary sewer service east of Cirrus Avenue to accommodate future development in the area.

Funding for this project is included in the proposed FY 17 Airport Maintenance Fund (25), and the work is scheduled to commence in August 2016.

RECOMMENDATION:

Staff recommends that the City Council award the contract for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10, to Landis & Landis Construction at a total cost of \$44,345.00.

Attachments

RESOLUTION
VICINITY MAP

RESOLUTION NO. 2016 - XX

A Resolution awarding the contract for the McMinnville Municipal Airport Sanitary Sewer Extension Project, Project 2016-10.

RECITALS:

At 2:00pm on June 30, 2016, two bids were received, opened, and publicly read for the construction of the McMinnville Municipal Airport Sanitary Sewer Extension Project.

The Bid from Landis & Landis Construction, in the amount of \$44,345.00, was deemed to be the lowest responsible and responsive bid.

The McMinnville Municipal Airport Sewer Extension Project will provide gravity sanitary sewer service east of Cirrus Avenue to accommodate future development in the area.

Funding for this project is included in the proposed FY17 Airport Maintenance Fund (25), and the work is scheduled to commence in August 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That entry into a contract between the City of McMinnville and Landis & Landis Construction for the construction of the McMinnville Municipal Airport Sewer Extension Project, in the amount of \$44,345.00, and with a substantial completion date of September 23, 2016, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract for the McMinnville Municipal Airport Sewer Extension Project, Project 2016-10.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

VICINITY MAP



McMinnville Municipal Airport
Sanitary Sewer Extension Project
Project #2016-10



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 52: Providing for an approving an agreement between the City of McMinnville and Benton County for Vehicle and Equipment Repair

BACKGROUND:

Please see attached Memorandum from Chief Leipfert, Resolution, and Intergovernmental Agreement

Attachments

Resolution - Benton County
Memorandum
Benton County IGA

RESOLUTION NO. 2016 - 52

A Resolution providing for and approving an agreement between the City of McMinnville, and Benton County, for Vehicle and Equipment repair.

RECITALS:

ORS 190.010 permits units of local government to enter into agreements for the performance of duties or the exercise of permitted powers.

COUNTY, acting through its Public Works Department, provides vehicle/equipment repair and maintenance services for public agencies.

CITY requires and COUNTY is willing to provide vehicle/equipment repair and maintenance services pursuant to the terms of this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That a contract prepared by the City Attorney, and submitted to the Council of the City of McMinnville on the 20th day of July 2016, be entered into by and between the City of McMinnville and the Benton County
2. The Mayor is hereby authorized and directed to execute the contract in duplicate and to deliver one executed copy thereof to Benton County and to retain one executed copy thereof to be kept on file in the office of the City Recorder.
3. This Resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



McMinnville Fire Department

M E M O R A N D U M

DATE: July 5, 2016

TO: Martha Meeker, City Manager

FROM: Rich Leipfert, Fire Chief

Subject: Fire Apparatus Maintenance Agreement with Benton County

This year we have allocated funds to compensate for the retirement of the FD mechanic. The attached contract with Benton County is a part of the system we have put in place for the maintenance on our emergency vehicles.

The contract with Benton County specifically is for the two new vehicles we purchased last year. The Benton County shops are certified to do warranty work for Pierce. There is no requirement for the City to use this shop for our equipment. The agreement outlines the expectations should we choose to use them for work.

The cost associated with the agreement is an hourly rate for service not a flat fee. The rates are located in Attachment "A" of the agreement.

VEHICLE/EQUIPMENT REPAIR & MAINTENANCE AGREEMENT
Between the CITY of McMinnville
and BENTON COUNTY

This agreement is between the City of McMinnville, 230 NE Second Street, McMinnville, OR 97128, a an Oregon municipal corporation, hereinafter referred to as CITY, and BENTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, the promises of each being given in consideration of the promises of the other.

RECITALS

- A. ORS 190.010 permits units of local government to enter into agreements for the performance of duties or the exercise of permitted powers.
- B. COUNTY, acting through its Public Works Department, provides vehicle/equipment repair and maintenance services for public agencies.
- C. CITY requires and COUNTY is willing to provide vehicle/equipment repair and maintenance services pursuant to the terms of this agreement.

AGREEMENT

- 1. **SCOPE OF SERVICES.** The parties are to provide the following services:
 - 1.1 **Maintenance.** The COUNTY agrees to provide timely preventative maintenance and repair services to CITY vehicles brought in for maintenance work.
 - 1.2 **Maintenance Schedule.** The appropriate CITY manager will develop equipment/vehicle maintenance schedules with the Benton County Public Works Fleet Manager.
 - 1.3 **Repair Warranty.** The COUNTY shall warranty all repair work and materials for 90 days from date of repair, or longer if specified by the material manufacturer.
 - 1.4 **Repair Records and Reports.** A record of all work, by vehicle number, shall be kept by the COUNTY and shall be made available to the CITY upon request.
 - 1.5 **Equipment.** All equipment and tools necessary to provide services shall be furnished by the COUNTY unless otherwise noted in this contract. COUNTY must request use of CITY tools prior to use.
 - 1.6 **New Vehicle/Equipment Warranty Maintenance.** The COUNTY shall pursue warranty maintenance for all applicable units to ensure trouble free

operations through the warranty life of the unit. All sums received by the COUNTY within this clause shall be credited to the CITY'S account.

1.7 Repairs to Emergency Vehicle - Schedule. The COUNTY shall perform repairs to Fire Department emergency vehicles on a 24/7/365 emergency basis.

1.8 Exclusivity. The CITY is under no obligation to do its vehicle/equipment repair/maintenance business exclusively with the COUNTY.

2. TERM. This agreement shall be effective from the date it is signed by both parties until it is either: 1) terminated as provided in Section 12; or 2) amended as provided in the paragraph below.

3. AMENDMENT. This agreement may only be amended upon mutual consent of both parties. All amendments must be written and signed by both parties.

4. COMPENSATION.

4.1 In consideration of COUNTY'S performance hereunder, the CITY agrees to pay to the COUNTY any charges for vehicle maintenance per the COUNTY'S shop rate schedule, attached to this agreement as *Attachment "A."* CITY understands and agrees that the COUNTY'S shop rate schedule shall be amended each fiscal year to increase the shop rates, but in no event shall the shop rates increase more than three (3%) percent per year without the written consent of the CITY.

4.2 The COUNTY shall invoice the CITY within fifteen (15) working days of the vehicle maintenance service. Payments from the CITY to the COUNTY shall be made within 45 days from receipt of an invoice from the COUNTY for work completed to specifications. The final payment for each fiscal year shall include all invoices through June 30. All invoices for the ending fiscal year shall be submitted from the COUNTY to the appropriate CITY departments by July 15 of each year.

5. APPROVALS. All repairs exceeding \$1,000 shall have a written estimate provided for prior approval by the appropriate CITY supervisor.

6. APPLICABLE LAWS. COUNTY and CITY agree to comply with all applicable local, state, and federal laws, rules, and regulations in the performance of this contract.

7. DISPUTES. If there are disputes between the parties which cannot be resolved, either party may notify the other of its desire to have the dispute submitted to binding arbitration. If the parties cannot agree on a procedure for arbitration or an arbitrator, they shall submit the matter to the presiding judge of the Benton County Circuit Court who shall appoint an arbitrator and set procedures for arbitration in accordance with ORS 36.300 to ORS 36.365.

8. WAIVER. COUNTY and CITY, their agents, employees, invitees or licensees, hereby fully and unconditionally waive their individual and collective rights to recover from each other (and their respective officers, employees, agents and volunteers) any loss, damage, claims, or restitution related to or arising from this agreement, except that a party will not be required to indemnify the other party for liability arising out of the wrongful acts of that party's employees or agents. COUNTY and CITY (and their officers, employees, agents, and volunteers) shall in no event be liable for any loss or damage suffered or incurred by the other entity or its agents, employees, invitees, or licensees for any reason whatsoever, except that a party will not be required to indemnify the other party for liability arising out of the wrongful acts of that party's employees or agents. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.
9. INSURANCE. The parties will, at all times during the term of this agreement, maintain in force:
 - A. A comprehensive general liability insurance policy.
 - B. A comprehensive automobile liability insurance policy.

Current minimum insurance requirements are those set forth in the Oregon Tort Claims Act. If this contract extends beyond July 1, 2019, the limits shall rise to the limits established in the Oregon Tort Limit Act, ORS 30.260, 30.261, 30.272, and 30.273.

10. HOLD HARMLESS. Each party agrees to defend, indemnify, and hold harmless the other, its officers, agents, and employees from and against all suits, actions or claims of any character, liabilities, or costs, including attorney fees and other costs brought because of any injury or damage received or resulting from an asserted negligent act, error, or omission of the party or its officers, agents, or employees. Nothing in the agreement, including any provisions for hold harmless, is intended to create any liability or obligations to pay claims on any single incident in excess of the amounts set forth in the Oregon Tort Claims Act. Specifically as to action to which the Tort Claims Act would apply, the CITY and COUNTY by this agreement are assuming no contractual liability in any form in excess of those limitations.
11. ASSIGNABILITY. This contract is for the exclusive benefit of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior, written consent of the other party.
12. TERMINATION. Either party, with or without cause, may terminate this contract prior to May 1 of each year, delivered to the persons designated in Paragraph 14. In the event of a termination, each party shall pay any amounts due and owing the other party within thirty (30) days of the notice of termination.
13. CONTRACT ADMINISTRATION. Each party designates in *Attachment "A"* its representative for purposes of administering this contract.

14. NOTICES. Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties designated in *Attachment "A."* Either party may change its address by notice given to the party in accordance with this paragraph.
15. NON-DISCRIMINATION. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in performance of this contract.
16. WAIVER. Wavier of any breach of any provision of the agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this agreement.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

CITY OF MCMINNVILLE

BENTON COUNTY

Rich Leipfert, Fire Chief

Josh Wheeler, Public Works Director
& Contracting Officer

Date: ____/____/____

Date: ____/____/____

Approved as to form:

CITY Attorney

COUNTY Counsel

Attachment "A"

CITY of McMinnville
& BENTON COUNTY
July 1, 2017- June 30, 2019
Shop Rate Schedule

Shop rates:

Shop Rate for 2015-17 - Fire - Shop	\$105.00/per hour
Shop Rate for 2015-17 - Fire - Field Call	\$115.00/per hour
Shop Rate for 2015-17 - Tractor	\$ 95.00/per hour
Shop Rate for 2015-17 - Auto	\$100.00/per hour
Oil Change & Lube Package up to 3/4 Ton PU	\$ 49.00/bundle
Driver	\$25.74/hour

CONTRACT ADMINISTRATORS:

Rich Leipfert
Fire Chief
City of McMinnville
175 NE First Street
McMinnville, OR 97128
Office: 503-435-5800

Benton County Public Works:
Jim Burke, Fleet Manager
Benton County Public Works
360 SW Avery
Corvallis, OR 97333
Office: (541) 766-6617
Cell: 541-740-7435

In WITNESS WHEREOF, the parties have herewith executed their signatures:

City of McMinnville

Benton County

Rich Leipfert, Fire Chief

Josh Wheeler, Public Works Director
& Contracting Officer

Date: ___/___/_____

Date: ___/___/_____



City Council- Regular

Meeting Date: 07/26/2016

Subject: SilverStone Group contract

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 53: Approving entering into a contract with the SilverStone Group

BACKGROUND:

Governmental accounting standards require the City to perform a full actuarial valuation of the City's Length of Service Award Program for our volunteer firefighters retirement benefits. The SilverStone Group has performed these services for the City in the past and has demonstrated the expertise to ensure the actuarial valuation is completed and required disclosures are provided to the City's satisfaction..

Attachments

Resolution-SilverStone

SilverStone Engagement Letter

RESOLUTION NO. 2016 - 53

A Resolution approving entering into a contract with the SilverStone Group

RECITALS:

Governmental Accounting Standards Board Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers* (GASB 27), requires certain disclosures to be included in the City's Comprehensive Annual Financial Report. To remain in compliance with GASB 27, the City must perform a full actuarial valuation of the City's Length of Service Awards Program (LOSAP) for volunteer firefighters.

In the past, the City has contracted with the SilverStone Group to perform these services. The SilverStone Group has demonstrated the expertise to ensure that the actuarial valuation is completed and required disclosures are provided in accordance with GASB 27.

The City desires to contract with the SilverStone Group to provide actuarial consulting services to the City with respect to the LOSAP for volunteer firefighters.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That entry into a contract between the City of McMinnville and the SilverStone Group is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with the SilverStone Group.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY

Ms. Marcia Baragary
March 3, 2016
Page -2-

Fees for the any additional actuarial valuation work or reports will be determined on an hourly basis as follows:

Staff Level	Hourly Rate
Senior Actuary/Principal	\$355
Actuary/Consultant	\$250
Actuarial Staff	\$155

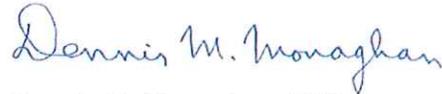
Client meetings, if requested, will be an additional charge of \$1,750 per meeting.

If you have any questions or need additional information, please call.

Very truly yours,



Glen C. Gahan, FSA
Principal



Dennis M. Monaghan, FSA
Consulting Actuary

GCG/DMM/ak



City Council- Regular

Meeting Date: 07/26/2016

Subject: Arbitrage Compliance Specialists,
Inc. (ACS) Agreement

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 -54: Approving entering into a contract with Arbitrage Compliance Specialists, Inc.

BACKGROUND:

The Internal Revenue Code of 1986, Section 148(f) requires the City to complete arbitrage rebate and yield restriction calculations for arbitrage bonds; e.g., general obligation bonds. To remain in compliance with the Internal Revenue Code and covenants in bond issuance documents, the City must complete final arbitrage rebate and yield restriction calculations for the City's 2006 General Obligations Bonds and a "fifth year" arbitrage rebate calculation for the City's 2011 General Obligation Bonds.

In the past, the City has contracted with Arbitrage Compliance Specialists, Inc. (ACS) to perform these services. ACS has demonstrated the expertise to ensure that calculations are completed and legal and accounting opinions are issued according to Internal Revenue Code requirements.

Attachments

Arbitrage Resolution
ACS Engagement Letters

RESOLUTION NO. 2016 - 54

A Resolution approving entering into a contract with Arbitrage Compliance Specialists, Inc.

RECITALS:

The Internal Revenue Code of 1986, Section 148(f) requires the City to complete arbitrage rebate and yield restriction calculations for arbitrage bonds; e.g., general obligation bonds. To remain in compliance with the Internal Revenue Code and covenants in bond issuance documents, the City must complete final arbitrage rebate and yield restrictions calculations for the 2006 Public Safety/Civic Hall Buildings General Obligation Bonds. For the 2011 Park System Improvements General Obligation Refunding Bonds, a "fifth year" arbitrage rebate calculation is due.

In the past, the City has contracted with Arbitrage Compliance Specialists, Inc. (ACS) to perform these services. ACS has demonstrated the expertise to ensure that calculations are completed and legal and accounting opinions are issued according to the arbitrage rebate requirements of Section 148(f) of the Internal Revenue Code of 1986.

The City desires to contract with Arbitrage Compliance Specialists, Inc. to provide professional services related to compliance with the arbitrage rebate requirements of Section 148(f) of the Internal Revenue Code of 1986.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That entry into a contract between the City of McMinnville and Arbitrage Compliance Specialists, Inc. is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Arbitrage Compliance Specialists, Inc.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



June 02, 2016

Ms. Marcia T. Baragary, CPA, Finance Director
City of McMinnville, Oregon ("Issuer")
230 NE Second Street
McMinnville, OR 97128

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #5.00

\$13,120,000.00 GENERAL OBLIGATION BONDS, SERIES 2006

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7536.

Sincerely,
Arbitrage Compliance Specialists, Inc.


Robert Goubert, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to Robert@rebatebyacs.com.

Accepted by – Signature

Print Name, Title

Date



Bond Compliance Program Services:	Fees
Arbitrage Rebate Calculation Final: 04/30/2016 to 08/01/2016	\$550.00
TOTAL	\$550.00

Arbitrage Rebate Calculation Services	
Comprehensive Arbitrage Compliance Analysis/Set-Up	Included
Yield Restriction Calculation (Per Report Period)	Included
Spending Exception Calculations (Per 6-Month Report Period)	Included
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Legal Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Review the documents related to the debt issue to include the Official Statement, Tax Certificate, IRS Form 8038-G and CPA Verification Report.
2. Complete an in-depth analysis of the debt structure by our in-house tax attorney to determine if the debt issue is subject to rebate and/or yield restriction and identify applicable exceptions.
3. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
4. Perform the rebate, yield restriction/yield reduction or spending exception/penalty calculations in compliance with Internal Revenue Code of 1986.
5. Provide calculations with legal opinion and CPA certified professional opinion that can be relied upon by the Issuer regarding the liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.
6. Prepare payment Form 8038-T with detailed filing instructions for accurate and timely filing to the IRS, if applicable.

Support Services

7. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
8. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes.
9. Advise on how future changes in the Tax Code may affect the debt issue.
10. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.
11. Assist in the IRS record retention requirements, which include storage of records related to the debt issue.
12. Provide no cost audit support in the event of an IRS audit.



June 02, 2016

Ms. Marcia T. Baragary, CPA, Finance Director
City of McMinnville, Oregon ("Issuer")
230 NE Second Street
McMinnville, OR 97128

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #6.00

\$5,590,000.00 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7536.

Sincerely,

Arbitrage Compliance Specialists, Inc.

Robert Goubert, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to Robert@rebatebyacs.com.

Accepted by – Signature

Print Name, Title

Date



Bond Compliance Program Services:	Fees
Arbitrage Rebate Calculation 05th Year: 10/06/2011 to 10/06/2016	\$3,200.00
TOTAL	\$3,200.00

Arbitrage Rebate Calculation Services	
Comprehensive Arbitrage Compliance Analysis/Set-Up	Included
Yield Restriction Calculation (Per Report Period)	Included
Spending Exception Calculations (Per 6-Month Report Period)	Included
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Legal Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Review the documents related to the debt issue to include the Official Statement, Tax Certificate, IRS Form 8038-G and CPA Verification Report.
2. Complete an in-depth analysis of the debt structure by our in-house tax attorney to determine if the debt issue is subject to rebate and/or yield restriction and identify applicable exceptions.
3. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
4. Perform the rebate, yield restriction/yield reduction or spending exception/penalty calculations in compliance with Internal Revenue Code of 1986.
5. Provide calculations with legal opinion and CPA certified professional opinion that can be relied upon by the Issuer regarding the liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.
6. Prepare payment Form 8038-T with detailed filing instructions for accurate and timely filing to the IRS, if applicable.

Support Services

7. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
8. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes.
9. Advise on how future changes in the Tax Code may affect the debt issue.
10. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.
11. Assist in the IRS record retention requirements, which include storage of records related to the debt issue.
12. Provide no cost audit support in the event of an IRS audit.



City Council- Regular

Meeting Date: 07/26/2016

Subject: Swmith-Wagar Brucker Consulting
LLC contract

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 55: Approving entering into a contract with Smith-Wagar Brucker Consulting, LLC

BACKGROUND:

In recent years, the City has hired a Certified Public Accountant (CPA) with extensive experience in governmental accounting to assist the City with preparation of the Comprehensive Annual Financial report (CAFR) and completion of the annual financial statement audit. Unfortunately, the CPA has informed the City that she is no longer available. Therefore, to help prepare the City's CAFR and to complete the audit for the fiscal year ending June 30, 2016, the staff is recommending the City enter into a contract for accounting services with Smith-Wagar Brucker Consulting, LLC.

Attachments

Resolution-Accounting Services
Smith-Wagar Brucker Contract

RESOLUTION NO. 2016 - 55

A Resolution approving entering into a contract with Smith-Wagar Brucker Consulting, LLC

RECITALS:

In recent years, the City has hired a Certified Public Accountant (CPA) with extensive experience in governmental accounting to assist the City with preparation of the Comprehensive Annual Financial Report (CAFR) and completion of the annual financial statement audit. This practice provided a high level of technical accounting expertise and supplemented existing Finance Department staff resources.

To prepare the CAFR and complete the audit for the fiscal year ending June 30, 2016, the City again requires additional professional assistance and desires to contract with Smith-Wagar Brucker Consulting, LLC to provide this assistance. The principals of the Smith-Wagar Brucker partnership, a CPA and a Certified Public Finance Officer (CPFO), have extensive expertise in governmental accounting, budgeting, and financial reporting and are well qualified to provide the accounting services needed by the City.

Professional accounting services provided by Smith-Wagar Brucker Consulting, LLC will include, but are not limited to, providing guidance on governmental accounting standards, assisting with preparation of the City and Urban Renewal Agency financial statements, reviewing the work of Finance Department staff, and providing training, as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That entry into a contract between the City of McMinnville and Smith-Wagar Brucker Consulting, LLC is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Smith-Wagar Brucker Consulting, LLC.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY

**CITY OF McMinnville, Oregon
CONTRACT
for
PROFESSIONAL ACCOUNTING
SERVICES**

This contract is between the City of McMinnville, a municipal corporation of the State of Oregon (City) and Smith-Wagar Brucker Consulting LLC (Contractor). The City's Project Manager for this contract is Finance Director Marcia Baragary. The contract is entered into in accordance with the requirements of ORS Chapter 279B.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract, once fully executed, is effective July 27, 2016, and will expire, unless otherwise terminated or extended, on December 31, 2016.

2. Statement of Work.

The work to be performed under this contract consists generally of assisting the City with the preparation of the Comprehensive Annual Financial Report and providing assistance with the annual financial statement audit.

The full Statement of the Work is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of the work.

3. Consideration.

a. The City agrees to pay the Contractor for work completed according to the charges established in the Statement of the Work (Exhibit A). The total sum will not exceed \$10,000 for Fiscal Year (FY) 2016 – 2017.

b. The City will pay the Contractor upon submission of an invoice. The City will make payment within thirty days of receipt of the invoice.

c. The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract for FY 2016 – 2017.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____

State Tax ID #: _____

Citizenship: Nonresident alien _____ Yes _____ No _____

Business Designation (check one): _____ Individual _____ Sole Proprietorship

_____ Partnership _____ Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for this contract and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600, a corporation, or a Limited Liability Partnership.

Signed by Contractor:

Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee Date

Reviewed:

City Attorney or Designee Date

CITY OF McMinnville

STANDARD TERMS AND CONDITIONS FOR CONTRACTS

1. Contractor is an Independent Contractor, a Corporation, or a Limited Liability Partnership

a. Contractor will perform the work required by this contract as an independent contractor, a corporation, or a Limited Liability Partnership. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that the Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) either meets the specific independent contractor standards of ORS 670.600 as certified on the Independent Contractor Certification Statement attached as Exhibit C, or is a corporation or Limited Liability Partnership as certified on Exhibit C.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment

Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the original parties to this contract. City and Contractor are the only parties entitled to enforce the terms of this contract. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this contract at any time.

b. Either party may, by providing written notice to the other party by January 1 of the year in which the termination is to be effective, terminate this contract for any reason.

c. Either the City or the Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the other party has not entirely cured the breach within twenty one days of the notice, then the party giving the notice may terminate the contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the contract prior to the termination date. Payment may be prorated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, then the City may complete the work by agreement with another contractor. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under sections 5 and 7 for a breach by the Contractor are not exclusive. The City also will be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this contract by the City, then the Contractor's remedy will be limited to termination of the contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records

Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers, and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

9. Ownership of Work

All work products of the Contractor that are a product of this contract are the property of City. Contractor will retain no ownership interests or rights in the work product.

10. Compliance with Applicable Law

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235 as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

12. Insurance

Contractor will provide insurance in accordance with Exhibit B.

13. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

14. Errors

The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. Governing Law

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

16. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A
STATEMENT OF THE WORK**

Please see following page.

City of McMinnville Proposal
7/1/2016

Needs	Est Hours	Rate	Cost
<i>Review work of others, including, but not limited to:</i>			
Property Tax Revenue and Receivables; Schedule of Property Tax Transactions			
Schedule of Compensated Absences Payable			
Long-term Debt			
Other Post Employment Benefits			
Deferred/Unearned Revenue			
Deferred Inflows/Outflows			
Transfers - Reclass Payroll Transfers In/Out			
Internal Services Eliminations			
Infrastructure and Capital Assets			
Reclassifying Journal Entries			
Statistical Section of CAFR			
<i>Total estimate</i>	20.00	\$110.00	\$2,200.00
<i>Financial Statements</i>			
Urban Renewal Financial Statements			
Major Fund Calculation			
Required and Other Supplementary Information			
Other Financial Schedules			
Assist with MD&A			
Budget to Actual Statements			
Cash Flow Statements			
Reconciliations for Budget to Actual/Fund Financial Statements/Government-wide			
Notes to Financial Statements			
GFOA Checklist			
<i>Total estimate</i>	40.00	\$110.00	\$4,400.00
<i>Other</i>			
Prepare all GASB 68 workpapers			
Provide guidance on any new GASB statements applicable to the City			
<i>Total estimate</i>	10.00	\$110.00	\$1,100.00
<i>As Needed</i>			
Assist with drafting Fund Financial and Government-wide			
Training Accountant II as applicable			
<i>Total estimate</i>	10.00	\$110.00	\$1,100.00
Total for identified services	80.00		8,800.00

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

ORS 279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of

wage, salary, benefits or other compensation with another employee or another person.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

EXHIBIT C

INSURANCE

(The Project Manager must answer and initial 2, 3, 4, and 5 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027). In addition to the statutory benefits described in ORS Chapter 656, the Contractor and all subcontractors will provide employers' liability insurance with limits of not less than: \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury for disease, \$500,000 policy limit for bodily injury by disease.

Required by City I am exempt. Signed _____

2. **Professional Liability** insurance with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by errors, omissions, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least one year two years after the Contract is completed.

Required by City Not required by City By: _____

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It will include contractual liability coverage, product and completed operations coverage, and personal and advertising injury coverage.

Required by City Not required by City By: _____

4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

Required by City Not required by City By: _____

5. During construction, **Builders Risk** insurance to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage will also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the work while at the site.

Required by City Not required by City By: _____

6. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without priorwritten notice from the Contractor or its insurer(s) to the City.

7. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to the Contractor's services to be provided under this Contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR
INDEPENDENT CONTRACTOR
(Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity

Signature

Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met **(please check three or more of the following):**
 - A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
 - B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
 - C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
 - E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature

Date

(Project Manager complete C below.)

C. CITY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature _____

Date _____



City Council- Regular

Meeting Date: 07/26/2016

Subject: Ricoh Printer/Copier Lease Agreement

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 56: Approving entering into a lease agreement with Ricoh USA, Inc. for a printer/copier

BACKGROUND:

The Finance Department needs to replace the current printer/copier and enter into a new lease agreement. The current printer/copier is five years old, is requiring more frequent service calls, and can be unreliable. In addition, the lease agreement for our current printer/copier is expired. The City has determined that Ricoh USA, Inc., offers the best option for leasing the equipment. The Ricoh is the lowest cost and is comparable in price to the current lease agreement.

Staff recommends adoption of the resolution approving the lease agreement with Ricoh USA, Inc.

Attachments

Ricoh Resolution

RESOLUTION NO. 2016 - 56

A Resolution approving entering into a lease agreement with Ricoh USA, Inc. (RICOH) for a printer/copier

RECITALS:

It is necessary for the Finance Department to replace the current printer/copier and execute a new lease agreement. The current printer/copier is five years old, is requiring more frequent service calls, and can be unreliable. In addition, the lease agreement for our current printer/copier is expired.

Working with the approved list of governmental service providers provided by the State of Oregon, the City has determined that the best option is to enter into a lease agreement with Ricoh. After taking into consideration a cash rebate from the manufacturer, the Ricoh option is the lowest cost and is comparable in price to the current lease agreement. The terms of the lease agreement are as follows:

- Monthly lease price: \$159.98
- Cost per copy rate: \$0.0069 Black & White and \$0.048 Color
- Cash rebate: \$2,600
- 60 month operating lease

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. That entry into a contract between the City of McMinnville and Ricoh USA, Inc. is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Ricoh USA, Inc.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of July 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

7:00 P.M. Public Hearing - Regarding an appeal of a 20-lot residential subdivision

BACKGROUND:

Attachments

Staff Report



City Council- Regular

Meeting Date: 07/19/2016

Subject: Appeal of Planning Commission
Decision

From: Ron Pomeroy, Planning Director

AGENDA ITEM:

7:00 p.m. Public Hearing: Appeal of Planning Commission decision regarding proposed residential tentative subdivision plan.

BACKGROUND:

An application seeking approval of a twenty lot, single-family residential tentative subdivision plan was submitted to the McMinnville Planning Department on March 17, 2016, by CS Property Investments, LLC for property located at 2946 SW Redmond Hill Road, and more specifically identified as tax lot 1200, Section 24, T.4 S., R. 5 W., W. M. On the evening of April 21, 2016, the Planning Commission conducted a public hearing regarding this request and received testimony from the applicant, and a neighboring property owner, Mr. Roy Thompson. Following the close of the public hearing and deliberation, the Planning Commission voted unanimously to approve the subdivision request subject to the conditions as noted in the staff report. The Commission's approval was subject to a fifteen (15) day appeal period that extended through May 9, 2016. On May 5, 2016, an appeal was filed by Mr. Roy Thompson on behalf of his client, Anne Thompson. Anne Thompson owns land east of and adjacent to the site that is the subject of the subdivision request. On May 9, 2016, supplemental information was provided by Mr. Thompson in support of this appeal. All information related to this appeal is included in the City Council packet for your review and consideration.

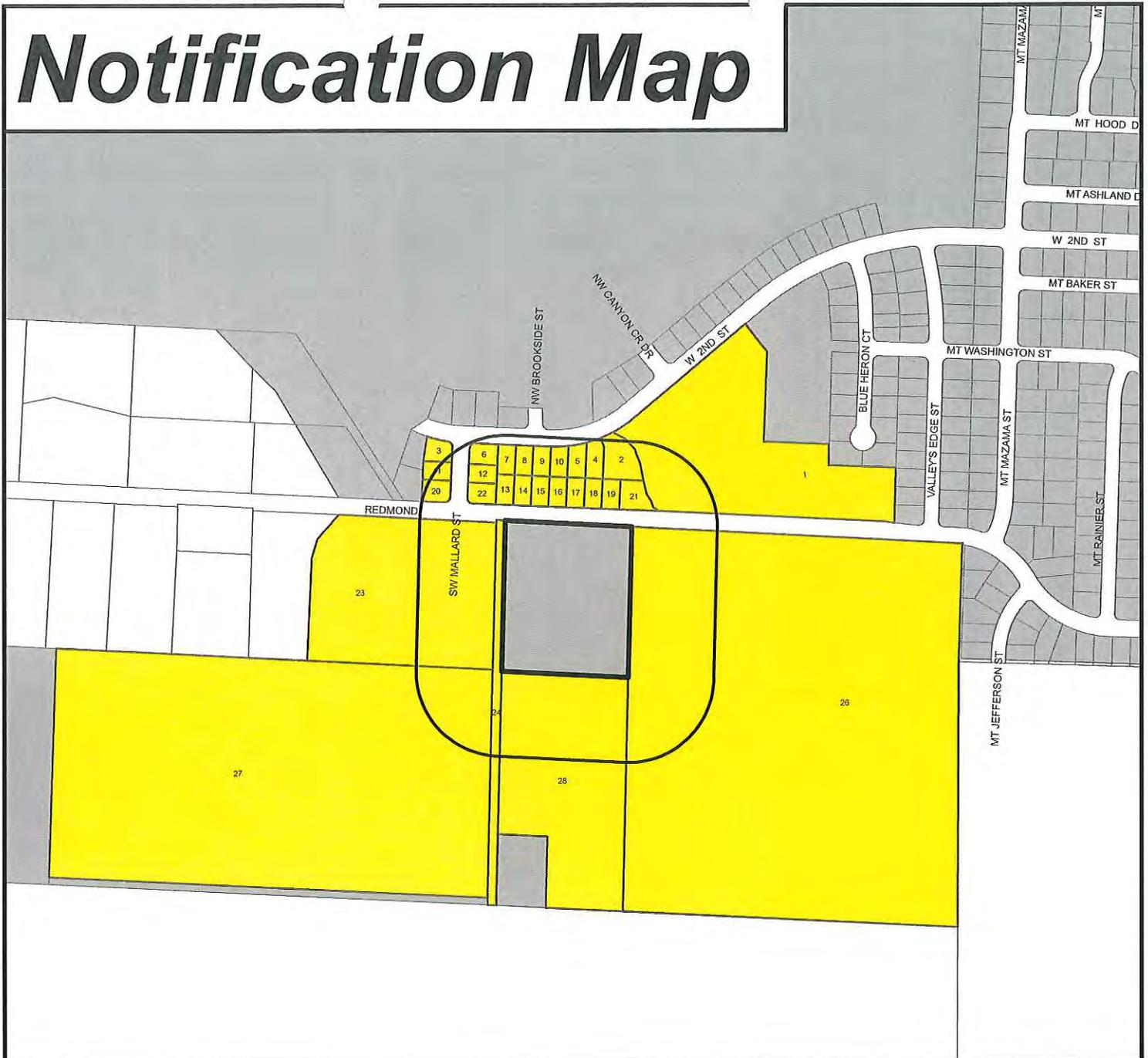
RECOMMENDATION:

The Planning Department recommends the City Council conduct a public hearing on this appeal, and, following the close of the hearing and based upon the testimony received and applicable findings of fact, vote to deny the appeal (thereby upholding the Planning Commission's decision), or reverse the Commission's decision and approve the appeal.

Attachments

Appeal (AP 1-16) Public Record

Notification Map



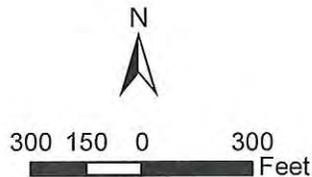
AP 1-16
 Anne Thompson is appealing the April 21, 2016 decision of the McMinnville Planning Commission which approved CS Property Investment, LLC's tentative subdivision plan for the platting of 20 single-family lots on a 5.4-acre parcel of land.

Recorded Owner:
 CS Properties, LLC
 PO Box 237
 McMinnville, OR 97128



APPROVED BY: PLANNING COMMISSION
 CITY COUNCIL

ATTESTED TO BY: _____



City of McMinnville
 Planning Department
 231 NE Fifth Street
 McMinnville, OR 97128
 (503) 434-7311



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
 (503) 434-7311 Office ◦ (503) 474-4955 Fax
www.ci.mcminnville.or.us

Office Use Only:	
File No.	<u>AP1-16</u>
Date Received	<u>5-6-16</u>
Fee	<u>600.00</u>
Receipt No.	<u>16M0087</u>
Received by	<u>SP</u>

Appeal Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____
 Provided testimony prior to this appeal.

Applicant Name ANNE THOMPSON Phone (503) 381-9816
 Contact Name ROY THOMPSON Phone (503) 381-9945
(If different than above)
 Address 2700 SW REDMOND Hill Rd
 City, State, Zip McMinnville, OR 97128
 Contact Email roythompson@comcast.net

Original Application Information

File No.: S1-16 CS Property Inv. LLC Review Body: McMinnville Planning Commission
 Decision: Approval Date of Decision: April 22, 2016
 Date Decision Mailed: April 22, 2016 Appeal Date Deadline: May 7, 2016
 Description of Original Application Request: Request for subdivision
Plan for 20 single-family lots on a
5.4 acre parcel of land at 2846 SW Redmond
Hill Rd. (see attachment)

Appeal of a decision made by the following review body is requested:

- PLANNING DIRECTOR (See Section 17.72.170 (Appeal from Ruling of Planning Director) of the Zoning Ordinance for further information.)
- PLANNING COMMISSION (See Section 17.72.180 (Appeal from Ruling of Planning Commission) of the Zoning Ordinance for further information.)

Please state in detail the basis for and issues raised in this appeal. You must identify the criteria and findings that you are appealing. Attach additional sheets as necessary.

see attached:

- ① Statement of Interest
- ② Basis for and Issues Raised in this Appeal
- ③ Email of Roy Thompson dated April 11, 2016 and email of Ron Pomeroy dated April 11, 2016
- ④ Approval of the tentative subdivision plan identified as S1-16. Approval granted by the McMinnville Planning Commission Thursday April 21, 2016

In addition to this completed application, the applicant must provide the following:

- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.


Appellant's Signature

5/6/16
Date

APPEAL APPLICATION
STATEMENT OF INTEREST

May 4, 2016

This appeal is on behalf of:

ANNE W. THOMPSON

Ms. Thompson is a property owner of land adjacent to the property at issue located at 2946 SW Redmond Hill Rd., McMinnville OR.

Ms. Thompson, through her attorneys, Thompson & Bogran, P.C., was a party to the initial proceedings before the Yamhill County Planning Commission.

BASIS FOR AND ISSUES RAISED IN THIS APPEAL

File No. S1-16

CS Property Investments, LLC

1. Appellant attended with McMinnville Planning Commission hearing on April 22, 2016 with her representative and attorney Roy B. Thompson.

At that hearing Appellant's attorney was giving oral testimony ¹ to the Commission and was cut off after touching on only a few of the points Appellant wanted entered into the record. The Commission, at that time, refused to hear oral testimony relating to Appellant's concerns regarding the proposed subdivision at 2946 SW Redmond Hill Rd (the subject site). Appellant's attorney was 'cut off' by the Chair.

Appellant takes issue with that treatment and requests a forum to adequately present her concerns regarding the proposed subdivision which is the subject of the above-referenced Subdivision application.

2. On April 22, 2016 the McMinnville Planning Commission voted to approve the subdivision plan that provided for the platting of 20 single-family lots on a 5.4 acre parcel of land at 2946 SW Redmond Hill Rd., hereinafter referred to as "The Application".

Appellant appeals that decision.

3. The criteria and findings being appealed are as follows:

A. In the body of the Planning Department Staff report in the description of the "SUBJECT SITE" it is note that the property to the east of the subject site is "**vacant land**". It is a fact that there is no 'vacant land' abutting to the east of the subject site. What is there is a farm which is currently a **working farm**. It is far from vacant and should not be referred to as such, and consideration to the functioning of a working farm should be made when the development of residential land comes to farm land.

B. Goal VII 1. TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED FOR IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY

¹ Testimony was the term used by the Planning Commission. This was not 'testimony' which is a sworn statement.

CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS TO URBAN LANDS WITHIN THE McMinnville Urban Growth Boundary.

A wall should be erected by the developer to prevent view and access to the farm from the subject property.

The property to the east of the property the subject of the application is 2700 SW Redmond Hill Rd., McMinnville (hereinafter referred to as ‘the farm’) and it is zone EFU-80 and as a farm the cultivators have the right to grow crops without a set-back right to the property line.

That property is currently being cultivated specifically for the purpose of legally growing marijuana. I, as owner of the farm, am responsible for preventing public access and viewing of the cultivation of marijuana.

This (public view) is not an issue at this time. There are very few residents of the subject site. However, by bringing up to 20 homes to the site, that is 20 homes which abut my farm and that creates a new responsibility which should be borne by the developer of the residential property, as that developer is the one bringing the development to the farm land.

Appellant is responsible for preventing access and view of marijuana. However, by bringing many new residents onto property which is adjacent to the farm, the developer is creating problems which cannot be addressed simply by the appellant maintaining the Oregon Liquor Control Commission (OLCC) required fencing. It has been appellant’s experience (specifically with the residents of the houses on the eastern edge of the farm, that residents feel they are entitled to use property which abuts their backyards. Appellant has stressed to neighbors that the farm is a working farm and therefore a dangerous place for adults and children too. However, those warnings are summarily ignored and the neighbors come and go as they please. To the point of tearing down the ‘No Trespassing’ signs and removing physical impediments to their access to the farm.

Were the developer to erect a wall between the subject property and the farm, many of these concerns would be alleviated and the conversion of the current rural nature of the subject property would be promoted and more orderly by maintaining the rural/urban divide.

C. GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

The road in front of 2700 SW Redmond Hill Rd should be dedicated to the

City of McMinnville.

The City Planning Department's Staff Report does not address the issues created by the development of the subdivision without dedicating the road in from of 2700 SW Redmond Hill Rd. It is Appellant's understanding that half of the road (The northerly half) is a City road and the other half (the southerly half) is a county road. This discrepancy in the responsibility for management and maintenance of the road itself is integral to achieving compliance with GOAL VI, and the road should be dedicated to the City of McMinnville.

Water flowing over the City side of the road repeatedly washes out and renders unusable an access road to the farm which has cost me thousands of dollars to repair. The City and the County each point their fingers at the other, denying responsibility for the damage caused by the road. Now, this new development will add more water to that problem.

The dedication of the road from the county to the City would not require the commitment of new lands to the road system. That dedication would clarify who is responsible for the maintenance of the road, and issue which is cloudy, at best, at this time.

D. GOAL VI: transportation (see above C)

The sidewalk along Redmond Hill Rd should be completed.

This is a simple question of safety for pedestrians. As more people move into the subject site, there will be more automobile traffic and foot traffic along Redmond Hill Rd. If the sidewalk is not completed along the northerly boundary of 2700 SW Redmond Hill Rd pedestrians will increasingly come into contact with the increasing automobile traffic, possibly with deadly results. Additionally, as is common with new subdivisions, a fairly high percentage of the new residents will be children, again increasing the possibility of fatal collisions with automobiles.

E. Goal VII 1 (See B above) and Policies 99.00(1)-(5) et al in Conclusionary Findings for Approval in the Staff Report and Policy 142.00 providing for adequate storm water drainage.

There has been insufficient drainage planning relating to the proposed subdivision at the subject site.

Drainage. The City Planning Staff Report indicates that the Engineering Department has provided recommended conditions of approval for the increased drainage caused by the development of the subject site. However, the Appellant has heard this arguments before, specifically when the housing subdivision to the North and Northwest of the farm were allowed to go forward.

The result of those subdivisions has been washed out driveways (twice in the past few years the water flowing over the road has washed out the access driveway to the farms primary fields) and the north west portion of the farm's fields are now subject to regular flooding over the road from the subdivision to the northwest of the farm.

The appellant was told numerous times that the developer of those areas would not allow flooding to occur, however it is now a regular event.

The Staff Report points out in the description of the subject site, 'The site slopes generally to the south and east'. The farm is located on both the eastern boundary of the subject site and is to the south east of the subject property. The farm will bear the increased drainage from the subdivision. Developed property results in more water running to the street and adjacent property due to the increased hard scape and reduced vegetation of the developed property.

F. Goal VII 1 (See B above)

There should be a covenant not in the deeds to the subject site to ban the growth of marijuana.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

Mine is a working marijuana farm. Although there are no regulations prohibiting landowners from growing marijuana, there are also no regulations prohibiting covenants in deeds which restrict the usage of property. In fact, there is a long history of covenants in deeds prohibiting activities or uses of property for which there are no state-created regulations.

As the development is coming to my farm, there should be accommodation made for the continued economic usage of my farm, despite the change in usage of the adjacent property.

G. Goal VII 1 (See B above)

There should be setbacks from the property line for the residential property.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

Setbacks would create a buffer between the residential uses of the subject property and the current use of the farm. This is in the interest of safety (farms often use pesticides which might harm persons who come into contact with the pesticide without being forewarned) and in the interest of enjoyment of the property for the residents (farms are often noisy places using equipment, personnel, and farm practices which create noises and smells which residents could find objectionable).

H. Goal VII 1 (See B above)

Height restrictions.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

There should be height restrictions on the homes/building lots that can see over any wall and/or fence which is erected. Although the staff report summarily rejects this request based upon there not being a state requirement for height restrictions, height restrictions are routine in housing developments when the subject of 'view' of something comes into play. Appellant contends that the marijuana farm is not unlike the view of the ocean. When homeowners desire a view of the ocean it is routine to restrict the height of homes which others can build which would restrict the 'view' of current homeowners. This is the reverse. To require height restrictions for the new homes to be built on the subject property would maintain the enjoyment and use of the farm, which the loss of use which would result from the building of new homes in the subdivision.

I. Goal VII 1 (See B above)

Non-organic pesticide restrictions.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

It is in the interests of all involved to maintain a healthy environment. The Appellant has gone to great lengths to maintain the organic nature of the farm. Homeowners are notorious for not using pesticides and herbicides in accord with label instructions and the risk of those uses impacting the farm is great. It would not be unreasonable to restrict the use of non-organic pesticides by the future home-owners.

SUPPLEMENT TO
BASIS FOR AND ISSUES RAISED IN THIS APPEAL
AP1-16

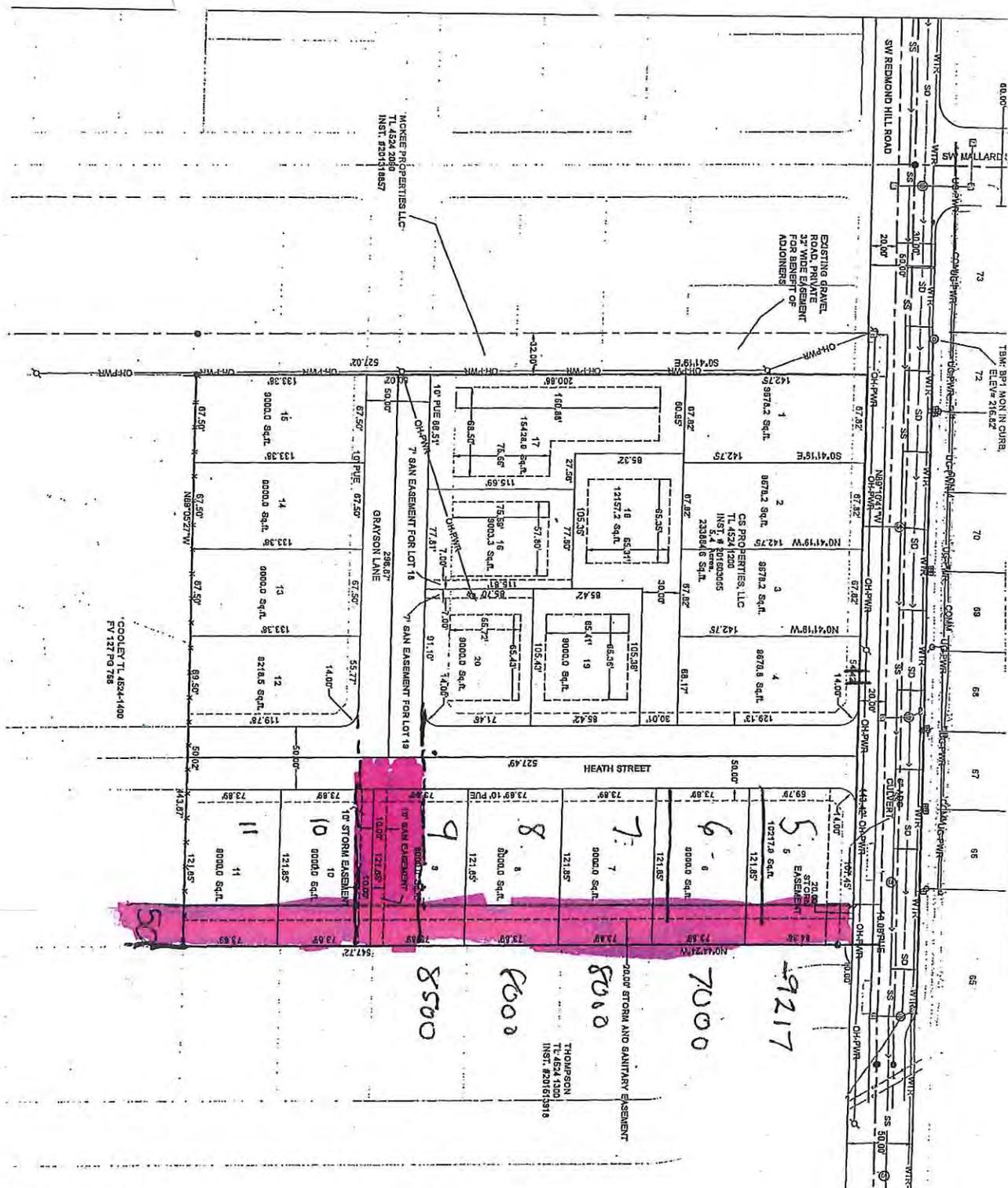
Permit Number : 16M0087
File No. S1-16
CS Property Investments, LLC

To supplement the Appeal, filed by Anne Thompson, owner of 2700 SW Redmond Hill Road, Appellant first directs the McMinnville Planning Commission to the attached map, dated March 17, 2016 and titled "Tentative Subdivision of Heiser Addition for: CS Property Investments, LLC, Proposed Lots, SE 1/4 Section 24, T.4 S., R. 5 W., WM., Yamhill County, Oregon" ("Map").

Appellant's property is located directly adjacent to the Eastern boundary of the proposed subdivision. A review of the Map indicates that the owner's proposed street addition, "Heath Street," could be easily moved to Eastern edge of the property, which would provide a buffer zone for the agricultural activities present and planned for on the Thompson Property. Moving Heath Street to the Eastern edge of the property would also comply with Goal VII as it would provide a setback/buffer zone between the proposed residential uses and the current agricultural use of the Thompson Property.

Additionally, moving Heath Street to the Eastern edge of the property would provide for and allow road access for future development of residential properties, and would continue to provide a setback/buffer zone between any future residential development and the agricultural use of the Thompson Property.

Finally, moving Heath Street to the Eastern edge of the property would not impact the available area nor the amount of lots for the proposed development.



**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED LOTS**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

SHEET 3 OF 4
JOB #1407

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John G. Newberg

OREGON
June 30, 1997
JOHN G. NEWBERG
2835
Renewable 12-31-2016

Newberg Surveying, Inc.
1205 NE Evans
McMinnville, OR 97128
(503)-474-4742 (971)-287-1956 Cell
(503)-474-3752 Fax newberg@vclink.com

Scale: 1" = 50' 1" contour interval
100'

HORIZONTAL DATUM: LOCAL DATUM
VERTICAL DATUM: NAVD83
INTERNATIONAL FEET

Newberg Surveying

NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville City Council will hold a public hearing on the 28th day of June, 2016, at the hour of 7:00 p.m. at the McMinnville Civic Hall Building at 200 NE Second Street in the City of McMinnville, Oregon, to take testimony and evidence on the following matter:

DOCKET
NUMBER

AP 1-16 Anne Thompson is appealing the April 21, 2016 decision of the McMinnville Planning Commission which approved CS Property Investment, LLC's tentative subdivision plan for the platting of 20 single-family lots on a 5.4-acre parcel of land. The subject site is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Persons are hereby invited to attend the McMinnville City Council hearing to observe the proceedings, to register any statements in person, by attorney, or by mail to assist the City Council in making a decision.

The City Council's decision on the above public hearing item must be based on findings that a specific set of criteria have been or have not been met. Testimony and evidence at the public hearing must be directed toward those criteria, which are generally as follows:

1. The goals and policies of the McMinnville Comprehensive Plan.
2. The requirements of McMinnville Ordinance No. 3380 (the Zoning Ordinance) with particular emphasis on Section 17.03.020 (Purpose), Chapter 17.53 (Land Division Standards), Chapter 17.72 (Applications and Review Process), and Chapter 17.74 (Review Criteria).

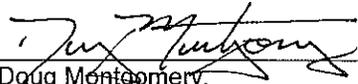
Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity to provide the City Council opportunity to respond to the issue, precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

The failure of the applicant to raise constitutional or other issues relating to denial or to proposed conditions of approval with sufficient specificity to allow this Council to respond to the issue precludes an action for damages in circuit court.

The decision-making criteria, application, and records concerning this matter are available in the McMinnville Planning Department office at 231 NE Fifth Street, McMinnville, Oregon, during working hours.

For additional information contact Ron Pomeroy, Principal Planner, at the above address, or phone (503) 434-7311.

The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.



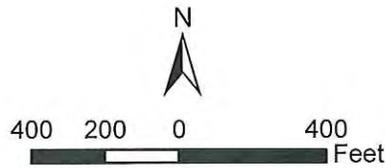
Doug Montgomery,
Planning Director

(Map of area on back)

Vicinity Map



Subject Site



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City	State	Zip
1	R4524 00803	2924 SW 2ND ST	MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE OR	OR	97128
2	R4524DB02800	2942 SW 2ND ST	TEAL CREEK	TEAL CREEK DEVELOPMENT LLC	PO BOX 137	ST PAUL OR	OR	97137
3	R4524DB01600	3008 SW 2ND ST	LYONS LORA	LYONS LORA MAE TRUST	3008 SW 2ND ST	MCMINNVILLE OR	OR	97128
4	R4524DB02700	2946 SW 2ND ST	GOLDEN STEVEN	GOLDEN CHRISTIE A	2946 SW 2ND ST	MCMINNVILLE OR	OR	97128
5	R4524DB02600	2950 SW 2ND ST	LIMESAND PIYAMART	LIMESAND DARRIN M	2950 SW 2ND ST	MCMINNVILLE OR	OR	97128
6	R4524DB02100	100 SW MALLARD ST	DAVIS JESSE	DAVIS JESSE W	100 SW MALLARD ST	MCMINNVILLE OR	OR	97128
7	R4524DB02200	2984 SW 2ND ST	CARNES WILLIAM	CARNES LYNN S	2984 SW 2ND ST	MCMINNVILLE OR	OR	97128
8	R4524DB02300	2970 SW 2ND ST	GAMBLE MICHAEL	GAMBLE MICHAEL S	2017 SE RHODODENDRON AVE	DALLAS OR	OR	97338
9	R4524DB02400	2962 SW 2ND ST	MILNE MELINDA	MILNE GEORGE M	2962 SW 2ND ST	MCMINNVILLE OR	OR	97128
10	R4524DB02500	2958 SW 2ND ST	PRIMROSE JAMES	PRIMROSE AUDREE L	2958 SW 2ND ST	MCMINNVILLE OR	OR	97128
11	R4524DB01700	137 SW MALLARD ST	SHAW KENNETH	SHAW GAIL C	137 SW MALLARD ST	MCMINNVILLE OR	OR	97128
12	R4524DB02000	118 SW MALLARD ST	FEASEL ANDREW	FEASEL LAVERNE A	118 SW MALLARD ST	MCMINNVILLE OR	OR	97128
13	R4524DB03600	2981 SW REDMOND HILL RD	VILAK ESTHER	VILAK-DIXON REVOCABLE LIVING TRUST 50%	PO BOX 190	SHERIDAN OR	OR	97378
14	R4524DB03500	2973 SW REDMOND HILL RD	HARLOW JORDAN	FULLER BRYNNA (WROS)	2973 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
15	R4524DB03400	2967 SW REDMOND HILL RD	EATON SHERMAN	EATON FAMILY TRUST	690 HERMOSA WAY	MENLO PARK CA	CA	94025
16	R4524DB03300	2961 SW REDMOND HILL RD	EDIE DAVID	EDIE JUDY T	2961 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
17	R4524DB03200	2955 SW REDMOND HILL RD	GUIDRY DANIEL	GUIDRY SHAWNA L	2955 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
18	R4524DB03100	2951 SW REDMOND HILL RD	BILBREY LORI	BILBREY MICHAEL K	2951 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
19	R4524DB03000	2947 SW REDMOND HILL RD	BARDESSONO BRUCE	WOFFORD DAWN (WROS)	2947 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
20	R4524DB01800	191 SW MALLARD ST	CARVER TOBY	CARVER DAWN R	191 SW MALLARD ST	MCMINNVILLE OR	OR	97128
21	R4524DB02900	2943 SW REDMOND HILL RD	MACPHERSON WILLIAM	MACPHERSON SANDRA	2943 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
22	R4524DB01900	164 SW MALLARD ST	BEGGS MILDRED	BEGGS REVOCABLE LIVING TRUST	164 SW MALLARD RD	MCMINNVILLE OR	OR	97128
23	R4524 01001	3120 SW REDMOND HILL RD	ROOT DAVID	ROOT DAVID P SR & DONNA M	3120 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
24	R4524 02090		MCKEE PROPERTIES LLC	ATTN MCKEE BRUCE	23350 SW MCKEE RD	AMITY OR	OR	97101
26	R4524 01300	2700 SW REDMOND HILL RD	THOMPSON ANNE	THOMPSON ANNE W	15938 SW QUARRY RD SUITE B6	LAKE OSWEGO OR	OR	97035
27	R4524 01600		SQUIRREL HILL	SQUIRREL HILL LLC	38 COUNTRY CLUB DR SW	LAKEWOOD WA	WA	98498
28	R4524 01400		COOLEY JAMES	COOLEY JAMES E & DEBORAH J	3030 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
Owner	R4524 01200	2946 SW REDMOND HILL RD	CS PROPERTY	CS PROPERTY INVESTMENT LLC	310 OREGON ST	MCMINNVILLE OR	OR	97128
Applicant			ANNE THOMPSON	ROY THOMPSON	2700 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128

Date Sent 4/10/16
 Sent By gpb



230 NE Second Street • McMinnville, Oregon 97128 • www.ci.mcminnville.or.us

April 22, 2016

Denny Elmer
CS Property Investments, LLC
PO Box 237
McMinnville, OR 97128

RE: S 1-16, request for approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Dear Mr. Elmer:

This is to advise you that, at a meeting of the McMinnville Planning Commission on Thursday, April 21, 2016, your application for the above proposal was presented and carefully studied.

Based on the material submitted, the testimony received, the findings of fact, and the conclusionary findings for approval, the Planning Commission voted to approve your request (S 1-16), subject to the following conditions:

1. Extension agreements as necessary are required for water and electric services to the site which shall include development fees and engineered/approved drawings. The applicant shall contact McMinnville Water and Light for details. The applicant shall also fill out a Subdivision Design application and pay applicable design fees.
2. The applicant install fire hydrants to serve this development, as may be required by the McMinnville Fire Department. Also, that if fire hydrants are required, they shall be in working order prior to the issuance of building permits.
3. All existing structures shall be demolished (with appropriate permits from the Building Division) prior to recording of the subdivision plat.
4. If the property owner wishes a one-year extension of the Commission's approval of this tentative plan under the provisions of Section 17.53.075 (Submission of Final Subdivision Plat) of the McMinnville Zoning Ordinance, a request for such extension must be filed in writing with the Planning Department a minimum of 30 days prior to the expiration date of this approval.
5. The final plat shall include 10-foot utility easements along both sides of all public rights-of-way for the placement and maintenance of required utilities.
6. The final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts.

Planning Department
231 NE Fifth Street, McMinnville, OR 97128
(503) 434-7311 FAX (503) 474-4955

7. The applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
8. The applicant shall submit evidence that all fill placed in the areas where building sites are expected is engineered. Evidence shall meet with the approval of the City Building Division and the City Engineering Department.
9. The required public improvements shall be installed to the satisfaction of the responsible agency prior to the City's approval of the final plat. Prior to the construction of the required public improvements, the applicant shall enter into a Construction Permit Agreement with the City Engineering Department, and pay the associated fees.
10. The applicant shall submit a draft copy of the subdivision plat to the City Engineer for review and comment which shall include any necessary cross easements for access to serve all the proposed parcels, and cross easements for utilities which are not contained within the lot they are serving, including those for water, sanitary sewer, storm sewer, electric, natural gas, cable, and telephone. A current title report for the subject property shall be submitted with the draft plat. Two copies of the final subdivision plat mylars shall be submitted to the City Engineer for the appropriate City signatures. The signed plat mylars will be released to the applicant for delivery to McMinnville Water and Light and the County for appropriate signatures and for recording.
11. Any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.
12. Park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
13. Geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

TRANSPORTATION

14. The final plat shall reflect that direct vehicular access to SW Redmond Hill Road for proposed lots 4 and 5 is not permitted.
15. SW Redmond Hill Road shall be improved to City standards to include installation of a 5' wide sidewalk and 5' wide park strip meeting the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance.
16. The interior streets shall be improved with a 28-foot wide paved section, 5-foot wide curbside planting strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way, as required by the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance for local residential streets.
17. Street grades and profiles shall be designed and constructed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be constructed to meet PROWAG requirements.

Page 3

18. The applicant shall coordinate the location of clustered mailboxes with the Postmaster, and the location of any clustered mailboxes shall meet the accessibility requirements of PROWAG and the State of Oregon Structural Specialty Code.
19. The applicant shall install barricades at the southern terminus of proposed SW Heath Street and the western terminus of proposed SW Grayson Lane, consistent with City standards. The barricades shall include signage with text stating: "This Street is planned for extension to serve future development."
20. On-street parking will not be permitted within a 30-foot distance of street intersections measured from the terminus of the curb returns.
21. The City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.
22. The applicant shall submit cross sections for the public street system to be constructed. Cross sections shall depict utility location, street improvement elevation and grade, park strips, sidewalk location, and sidewalk elevation and grade. Said cross sections shall be submitted to the City Engineer for review and approval prior to submittal of the final plat. All such submittals must comply with the requirements of Section 17.53.070(G)(1) (Submission of Tentative Subdivision Plan) of the McMinnville Zoning Ordinance and must meet with the approval of the City Engineer.
23. The applicant shall obtain all necessary permits from the Yamhill County Public Works Department for the work in Redmond Hill Road, and shall construct any improvements to Redmond Hill Road required by the County Engineer.
24. Upon completion of the subdivision utility work, the applicant shall complete an overlay of SW Redmond Hill Road as directed by the City Engineer and County Engineer.

SANITARY SEWER

25. A detailed, engineered sanitary sewage collection plan, which incorporates the requirements of the City's adopted Conveyance System Master Plan, must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved sanitary sewage plan must be reflected on the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
26. The existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian. \

STORM DRAINAGE

27. A detailed, engineered storm drainage plan, which satisfies the requirements of the City's Storm Drainage Master Plan must be submitted to and approved by the City

Denny Elmer
RE: S 1-16
April 22, 2016

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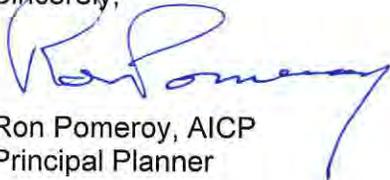
Engineering Department. Any utility easements needed to comply with the approved plan must be reflected on the final plat.

28. If the final storm drainage plan incorporates the use of backyard collection systems and easements, such systems must be private rather than public, and private maintenance agreements for them must be approved by the City prior to the City's approval of the final plat. The maintenance agreements shall include requirements that drainage channels / facilities within the storm drainage easements shall be kept in their designed condition, and that no fill or other construction activities (including the construction of fences) will be allowed within those areas.
29. No additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
30. No additional storm drainage runoff shall be conveyed to the existing drainage facilities along SW Redmond Hill Road unless the existing downstream constrictions are corrected.
31. Prior to the construction of any private storm facilities, the applicant shall obtain the necessary permits from the City's Building Division.

Pursuant to the Zoning Ordinance of the City of McMinnville, an application approved by the Planning Commission may be appealed within 15 (fifteen) days of the date of this letter. If no appeal is filed with the Planning Department on or before May 9, 2016, the decision of the Planning Commission will be final.

If you have any questions regarding this matter, please feel free to contact me at (503) 434-7311.

Sincerely,



Ron Pomeroy, AICP
Principal Planner

RP/msd

c: Lucetta Elmer, CS Property Investments, LLC, PO Box 237, McMinnville, OR 97128
Roy B. Thompson, Thompson Bogran, P.C., 5 Centerpointe Dr., Suite 400A, Lake Oswego, OR 97035

4. Public Hearing (Quasi Judicial)

- **Docket S 1-16**

Request: Approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land.

Location: 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M

Applicant: CS Property Investments, LLC

Chair Stassens called the public hearing to order at 6:40 p.m. and called for abstentions, objections to jurisdiction, and disclosures. There were none. Three Planning Commissioners disclosed that they had visited the subject site. There being no abstentions or objections to jurisdiction, Chair Stassens requested the staff report.

Mr. Pomeroy referred to the staff report and the application and entered a new exhibit (Exhibit 10) into the record; an email received by the Planning Department from Mr. Roy Thompson on April 12, 2016, a copy of which was provided to each Commissioner. Mr. Pomeroy stated that it was a straight forward subdivision proposal and mentioned that the application met, or could meet, all applicable requirements and that staff was recommending approval subject to conditions as noted in the staff report.

Commissioner Morgan asked if the proposed two streets looked like they were located and designed in a fashion that would connect to the adjacent properties in the future.

Mr. Pomeroy replied that they were appropriately sized and located and that the applicant provided a shadow plat reflecting how adjacent properties could be served by the proposed streets.

Chair Stassens asked if there were any other questions for staff, and there were none. She then asked for the applicant's testimony.

Lucetta Elmer, P.O. Box 237, McMinnville, a member of CS Properties, stated that the proposal complied with all requirements and that the applicant concurred with staff's recommendation.

Chair Stassens asked if there were any questions from the Commission and there were none. She then asked if there was anyone else who would like to testify in favor of the request and there were none.

Chair Stassens called for any persons that would like to testify in opposition to the request.

Roy Thompson, 5 Centerpointe Drive, Suite 400A, Lake Oswego, referenced the email that had been provided to the Commission and stated that he found it procedurally problematic that the representative that previously spoke (Lucetta Elmer) was not a member of the LLC listed on the application but that it didn't matter to his client since they were not opposed to the request but were instead concerned about it. Mr. Thompson proceeded to address each of the items in succession as noted in his email. He requested that a condition be applied to this subdivision's approval that the developers create a buffer zone on their site so not to encroach on his client's farmland. He noted that if they did not provide this that his client would need to create a barrier which would be very expensive and, since his client's agricultural use would be utilizing organic

pesticides, there could be a potential danger to the residents and their children without such a buffer. Mr. Thompson also noted that the road in front of 2700 SW Redmond Hill Road (his client's property) was currently a county road and since the proposed development was in the city, they would like the County road dedicated as a City road so there would be easy access to and from the city. Mr. Thompson stated that it would also be the City's responsibility to maintain the road given that the proposed subdivision was within the city limits.

Chair Stassens intervened that the road dedication did not pertain to the application and that the Commission had read his entire email and it had been entered in the record so there was no need to reiterate it.

Mr. Thompson mentioned that he was just making sure that it was in the record but that if the Commission could see that everything in the letter was adequately in the record, than his letter qualified as testimony. He then asked if there were any questions.

City Attorney David Koch reinforced Chair Stassens statement that since Mr. Thompson entered written testimony, that testimony had been entered into the record and did not need to be read in order to enter it.

Mr. Thompson said that he understood and would step down if there were no further questions.

Chair Stassens asked for any questions from the Commissioners.

Commissioner Hall addressed Mr. Thompson's concern about the barrier issue and mentioned that he wasn't persuaded that there was some danger in residents seeing a marijuana field. He then asked if that was the concern or if the safety issue in regard to the use of pesticides, or both, were a concern.

Mr. Thompson stated that it was both in a sense because while the visual issue didn't pose a danger, it was more a matter of the cost of the security at a marijuana facility. Since it was the law that there would be a visual barrier from adjacent properties, it was the grower's responsibility to visually obscure the crop from outside viewers so it would not be an attractive element, given the potential crop value.

Chair Stassens said that it is required by law for the marijuana growers to do that.

Mr. Hall said he understood the law but felt that Mr. Thompson was trying to transfer the grower's responsibility to the applicant.

Mr. Thompson said he was not sure whose responsibility it was when development occurred close to the existing growing operation since the grower already obscured the site, so he felt the responsibility was questionable.

Chair Stassens asked for any other questions.

Commissioner Morgan was curious if the 37 acres were currently under cultivation of marijuana.

Mr. Thompson replied that under law they couldn't really do that. He continued by stating that multiple one-acre growers are allowed on the same site, so the whole 37 acres could become a grow operation.

Commissioner Morgan asked if there was currently marijuana being grown on the property.

Mr. Thompson said there was.

Commissioner Morgan then asked if it was adjacent to the proposed subdivision.

Mr. Thompson said it wasn't adjacent and that it had been moved as far as possible from view from any point around the property and that it will continue to move in that direction as the operation expands.

Chair Stassens thanked the applicant and asked for any more statements in opposition to proposal. There were none.

No person that participated in the hearing requested the record remain open or be continued for further testimony. The applicant waived the seven day time period allowed for submittal of further testimony in support of the application and Chair Stassens closed the public hearing at 6:58 p.m.

Commissioner Morgan mentioned that he liked that the idea that the lots were larger than most, although it may not be the most effective use of land.

Commissioner Hall did not see a problem with the application.

Commissioner Tiedge also did not see a problem and felt that the adjoining farmer was responsible for their own operation and didn't get to impose that burden on anyone else.

Commissioner Geary agreed with what had been mentioned so far and believed it was a great step in the development of a growing city, and the issues raised were not relevant to what was in the staff report.

Commissioner Thomas commented that the application was complete and it would be a nice addition to the city.

Commissioner Morgan MOVED based on the findings of fact, the conclusionary findings for approval, and materials submitted by the applicant to APPROVE S 1-16 subject to the conditions of approval listed in the staff report; SECONDED by Commissioner Hall. The motion passed unanimously.

5. Public Hearing (Quasi Judicial)

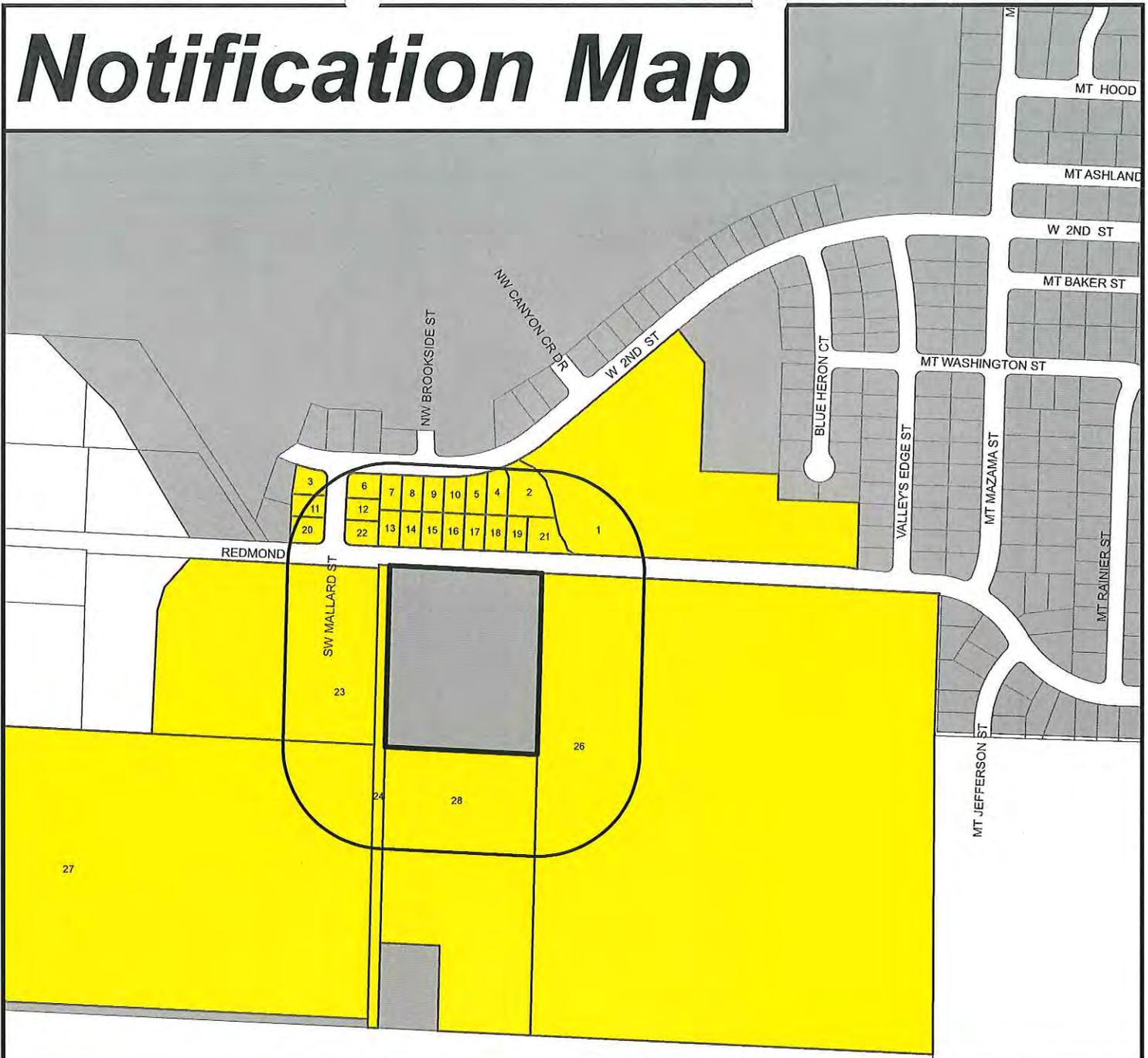
- **Docket VR 1-16**

Request: Approval of a variance to Section 17.60.060 (Spaces-Number Required) of the McMinnville Zoning Ordinance to permit a reduction in the number of required off-street parking spaces for an existing professional office building (from 29 to seven spaces).

Location: 435 NE Evans Street and is more specifically described as Tax Lot 2400, Section 21BC, T. 4 S., R. 4 W., W.M.

Applicant: Bill Gee

Notification Map



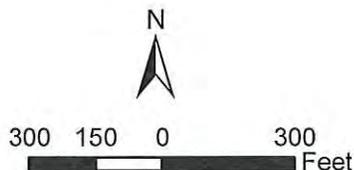
S 1-16
CS Property Investments, LLC is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land.

Recorded Owner:
CS Property Investments, LLC
PO Box 237
McMinnville, OR 97128



APPROVED BY: PLANNING COMMISSION
CITY COUNCIL

ATTESTED TO BY: _____



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

Request: Approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land.

Location: 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Applicant: CS Property Investments, LLC

EXHIBITS

1. Staff Report and Findings of Fact
2. S 1-16 Application and Fact Sheets
3. Attachments submitted by the applicant:
 - a. Conceptual Plan Cover Sheet
 - b. Conceptual Street Plan
 - c. Conceptual Utility Plan
 - d. Proposed Shadow Plat
 - e. Proposed Shadow Plat with Aerial Photo
 - f. Existing Conditions Map
 - g. Tentative Subdivision Plan ("Heiser Addition")
 - h. Tentative Subdivision Plan with Existing Topography
 - i. Preliminary Title Report including Legal Description
4. Vicinity Sketch
5. Affidavit of Publication
6. Notification Map
7. List of property owners to whom notice was sent
8. Referrals
9. Email from Roy Thompson dated April 11, 2016

SUBJECT SITE

The subject site comprises 5.4 acres and is rectangular in shape and is adjacent to the south side of SW Redmond Hill Road. Situated within the central portion of the property is a single-family dwelling and outbuildings. The site slopes generally to the south and east and gains access to SW Redmond Hill Road by way of a private drive located near the northeast corner of the property.

Single-family residential uses located on large parcels abut the site to the west and south with vacant land located adjacent to the east. To the north, across SW Redmond Hill Road, is the Valley's Edge Phase III single-family residential neighborhood. There are several mature trees surrounding and north of the existing residence.

The subject site and land to the south and west is designated Residential on the comprehensive plan map and zoned R-1 (Single-Family Residential). Land to the north is

also designated Residential on the comprehensive plan map and zoned R-2 PD (Single-Family Residential Planned Development) with land to the east being located outside of the of the McMinnville urban growth boundary (UGB) and designated as EF-80 (Exclusive Farm Use – 80-acre minimum) on the Yamhill County zoning map.

OBSERVATIONS

- The applicant has submitted a subdivision application requesting approval of a tentative subdivision that, if approved, would provide for the platting of 20 single-family residential lots on a 5.4-acre parcel of land. The Planning Commission's role with this application is to approve, approve with conditions, or deny the submitted tentative subdivision application.
- The tentative subdivision plan proposes the creation of 20 residential lots ranging in size from 9,000 square feet to approximately 15,429 square feet. This range of lot sizes and the proposed single-family housing type are both consistent with the requirements of the R-1 (Single-Family Residential) zone. All of the lots are proposed to be rectangular in shape with two exceptions: lots 17 and 18 which are proposed to be "L" shaped as a function of the proposed street layout and the dimensions of the site. The existing house and outbuildings are proposed to be removed prior to final platting of the proposed subdivision.
- Lot numbers 1 through 3 are proposed to be provided access by SW Redmond Hill Road in similar fashion to the existing single-family residential lots located directly north of SW Redmond Hill Road. All other lots within the subdivision are proposed to front local public streets identified as Heath Street and Grayson Lane (Exhibit 3g) and would be designed and built to city standards as articulated below.
- Land to the south and west is located within the existing McMinnville urban growth boundary (UGB) while land to the east is located outside of the UGB and subject to Yamhill County rural zoning requirements. When considering the current subdivision request, it is important for the applicant to demonstrate how its approval would not prevent or otherwise compromise the ability of nearby lands within the UGB to develop to urban densities in the future. Toward this, the applicant has provided a shadow plat (Exhibits 3d) demonstrating how adjacent properties could be served by extensions of the proposed rights-of-way to the south and east. A shadow plat is conceptual only and is a non-binding convention demonstrating the continued opportunity of urban development on nearby lands with approval of this proposal.
- The site slopes downward to the east and south (Exhibit 3f). Comments are provided by the Engineering Department below to address concerns and requirements related to resultant storm water collection and conveyance that may result from the proposed development of this site.

- While the applicant does not identify the type, size, or condition of the trees located on the subject site, they can be clearly seen on the aerial overlay maps provided as part of the applicant's submittal. Where staff would typically address the opportunity of tree retention on a subdivision development site, the locations of these trees are largely within the proposed rights-of-way and building envelopes of the proposed lots. Staff contends that, in this instance, their retention is not practicable.
- The City of McMinnville Engineering, Building, Police and Parks Departments; McMinnville Fire Department and Public Works Department, City Manager; City Attorney; McMinnville School District No. 40; McMinnville Water and Light; Wastewater Services; Yamhill County Planning Department, and County Public Works; Frontier Communications; Comcast Cable; and, Northwest Natural Gas have reviewed this request.

Comments received from public agencies included the following:

McMinnville Water and Light

- An Extension Agreement is required for water and electric services to the site and shall include: development fees, engineering/approved drawings, etc. Contact McMinnville Water and Light for details.
- Applicant must fill out Subdivision Design Application and pay applicable design fees.

Building Department

- Geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

Engineering Department

▪ TRANSPORTATION

The proposed subdivision is located adjacent to and south of SW Redmond Hill Road, across from the recently completed Valley's Edge Phase III subdivision development. As part of the Valley's Edge Phase III improvements, SW Redmond Hill Road was fully improved, including a 36' wide paved section (curb to curb width) and curb and gutter on both sides of the roadway.

Per City records, there is currently 11' between the southern curb line of SW Redmond Hill Road and the existing southern right-of-way line along the proposed Heiser Addition subdivision frontage. That distance will facilitate the installation of a 5' wide sidewalk and 5' wide park strip meeting the City's Land Division Ordinance standards, and no additional right-of-way dedication along Redmond Hill Road will be required.

The proposed subdivision improvement plans indicate that the existing Redmond Hill Road pavement will be cut in a number of locations (8) to facilitate the installation of utilities to serve the proposed lots. Given the location and number of utility trench pavement cuts, an overlay of Redmond Hill Road will be required as part of the subdivision improvements.

As proposed, the interior streets in the subdivision (SW Heath Street and SW Grayson Lane) will be constructed to the Local Residential street standard included in the City's Land Division Ordinance, including a 28-foot-wide paved section with curb and gutter, five-foot-wide curbside park strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way.

The "Street Typical Section" provided on Sheet 2 of the application drawings indicates a proposed street section including 4" thick class "C" asphalt concrete pavement. Staff notes that the plans should be modified to reflect the City's standard section for residential streets, including 3" of Level 2, 1/2" dense warm mix asphalt concrete (WMAC).

Street profiles were not included with the subdivision application materials. Staff would note that the street grades and profiles shall be designed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be designed to meet PROWAG requirements (diagonal ramps are not allowed).

▪ SANITARY SEWER

There is an existing 8" sanitary sewer mainline in SW Redmond Hill Road along the subject property's frontage. The proposed plans indicate that an 8" sanitary mainline will be installed along the subdivision's eastern boundary to serve the proposed subdivision lots. The plans shall be revised so that any public sanitary sewer lines are located within the public right-of-way. The sanitary sewer mainline shall be designed to facilitate the extension of service to adjacent properties within the City's Urban Growth Boundary.

The subdivision application materials indicate that the existing house on the property is served by a septic system. The existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian.

▪ STORM DRAINAGE

The existing topography of the site is such that most of the site area naturally drains to the east or to the southeast.

The proposed plans indicate that site storm drainage will be collected and conveyed to the existing storm drainage ditch and facilities to the north along SW Redmond Hill Road. Staff notes that at times, during heavy rain events, the capacity of the existing facilities along Redmond Hill Road are exceeded, and storm water backs up into SW Redmond Hill Road. The applicant's storm

drainage plans shall be revised to reflect the construction of a storm drainage conveyance system that conveys the storm water to the south / southeast. Alternatively, the known downstream constrictions in the SW Redmond Hill Road system must be corrected by the applicant prior to any discharge to that system. If the SW Redmond Hill Road system is used, flows from the subdivision will be limited to pre-development rates.

- Testimony from Roy Thompson on behalf of Anne Thompson was received by email on April 11, 2016 (Exhibit 9). Anne Thompson owns an approximately 37.4-acre parcel of land located adjacent to and east of the subject site. Staff offers the following responses to each of the numbered items in the email as follows:

1. "ERRECT A WALL: The property at 2700 Redmond Hill Rd. is currently being used for agricultural purposes, specifically growing Marijuana. This growth would be able to be viewed by the residents of the subdivision. OAR 845-025-140 Producer Security Requirements, indicate that a producer must prevent public access and obscure from public view all areas of marijuana production. For this reason, the developers should be require (sic) to put up a wall/fence along the border with our property that would obscure the view of the marijuana growth and prevent access to the property from the new residents, as they are changing the nature of the adjacent property. This proposal unless handled properly will interfere with Mrs. Thompson use and enjoyment of her property."

Response: Staff contends that any such obligation to provide a wall, fence or any other sight obscuring element relative to the growing of marijuana is incumbent on that owner/operator and not upon adjacent or other property owners.

2. "DEDICATE THE ROAD: The road in front of our property must now be a city road and should be so dedicated as there is now dense residential city development, on three sides of the property."

Response: That portion of SW Redmond Hill Road adjacent to the north boundary of the Thompson property is under the jurisdiction of Yamhill County. There are other roads in McMinnville that are also under County jurisdiction and adjacent to "dense" residential development, such as Hill Road. The jurisdiction of Redmond Hill Road has no bearing on the subdivision application before the Commission.

3. "COMPLETE THE SIDEWALK: As a safety measure, the developers should be require (sic) to finish the sidewalk to the property, at their expense, that ends at our northerly boundary. Otherwise there will no sidewalk raising a safety issue for pedestrian walking and biking along the road."

Response: As noted in the recommended conditions of approval for this request, the developer will be required to complete improvements along the site's northern frontage adjacent to SW Redmond Hill Road to include installation of a 5-foot wide sidewalk and a 5-foot wide park strip meeting the City's Land Division Ordinance

standards. Offsite improvements further to the east and along the north side of the Thompson property will not be incumbent on the applicant. Such improvements would occur adjacent to that land at the time of urban development or as directed by Yamhill County (see response above).

4. "DRAINAGE: There is a major drainage problem that was supposed to be attended to when the development across the street was put in and allowed. Once again the road has flooded and our driveway destroyed and rendering the property inaccessible from Redmond Hill road until we can effectuate repairs. As you know, development of roads create water runoff at a greater pace and that has happened here. Now the subdivisions and development are causing much greater runoff in the spring which destroys the road into our property. This new subdivision will only make the problem worse and cause greater expense for us in the future. As it stand (sic) now, we have to repair the road that this runoff destroyed this year."

Response: To address storm water flows that may result from the proposed development, the Engineering Department has provided recommended conditions of approval specific to possible backyard collection systems and easements, prohibition of storm drainage runoff onto adjacent properties without sufficient easements, and additional storm drainage runoff potentially conveyed to the existing drainage facilities along SW Redmond Hill Road (see recommended conditions of approval below). Together these conditions drafted by the City Engineer adequately address matters related to storm water relative to the proposed subdivision.

5. "COVENANT NOT TO GROW: Because we are a working farm, we will come into natural conflict with the urban dwellers. There show (sic) be a covenant in the subdivision that there be no medical or recreational growth of this product and or hemp so as to avoid plants that could ruin the agricultural operation. Any plants that could cross pollinate the farm grow should be banned from the subdivision."

Response: Regulations regarding the legal growing of marijuana in Oregon are administered by the Oregon Liquor Control Commission (OLCC) and the Oregon Health Authority (OHA). There exist no regulations prohibiting landowners from growing marijuana in a situation such as that described by Mr. Thompson and staff does not support creating one.

6. "SETBACKS: There should be reasonable setbacks from any residential property/housing from the farming operation. How much buffer is to be determined, however farming operation use organically approved pesticides. It cannot be that the future residents will complain about legitimate farming operations, or the use of legal products to pursue that."

Response: There is no local land use regulation requiring additional building setbacks from property lines due to adjacent farming uses. Neither is there a

local history of requiring such through Planned Development approvals or other land use mechanisms. Staff does not support the creation of such a standard.

7. "HEIGHT RESTRICTIONS: There may need to be height restrictions on the homes/building lots that can see over the wall and onto the property or we cannot prevent the visual obstruction that may be required for Marijuana production."

Response: Any State requirement regarding provision of a visual barrier from marijuana growing, production and/or processing would be incumbent on that facility's owner, not adjacent land owners.

8. "DEED RESTRICTIONS: Covenants to prevent any such issues should be contained within deeds to the lots and run with the land."

Response: See above comments regarding exactions/restrictions on adjacent land.

9. "NON ORGANIC PESTICIDE RESTRICTIONS: Since the farm is an organic grow fact (sic) the residential development should also be restricted from using any products which might threaten the organic designation of the property. Please consider the water runoff possibilities here."

Response: This concern is a private matter between property owners and not a public land use issue related to the requested subdivision approval.

- Notice of this request was mailed to owners of properties within 300 feet of the subject site. As of the date this report was written, one written comment regarding this application had been received by the Planning Department, that being the email from Mr. Thompson referenced previously in this report and identified as Exhibit 9.
- The findings of fact and conclusionary findings are attached to this report as Exhibit "A" and are, by this reference, incorporated herein.

RECOMMENDATION

Staff supports this request as it meets the applicable requirements of the McMinnville Comprehensive Plan and Zoning Ordinance as discussed above and as detailed in the attached findings of fact. Approval of this project would help to facilitate development of single-family detached housing in an area that is currently experiencing ongoing residential development.

Based on the materials submitted by the applicant, the findings of fact, and the conclusionary findings for approval, staff recommends that S 1-16 be approved subject to the following conditions:

1. That extension agreements as necessary are required for water and electric services to the site which shall include development fees and engineered/approved drawings. The applicant shall contact McMinnville Water and Light for details. The applicant shall also fill out a Subdivision Design application and pay applicable design fees.
2. That the applicant install fire hydrants to serve this development, as may be required by the McMinnville Fire Department. Also, that if fire hydrants are required, they shall be in working order prior to the issuance of building permits.
3. That all existing structures shall be demolished (with appropriate permits from the Building Division) prior to recording of the subdivision plat.
4. That if the property owner wishes a one-year extension of the Commission's approval of this tentative plan under the provisions of Section 17.53.075 (Submission of Final Subdivision Plat) of the McMinnville Zoning Ordinance, a request for such extension must be filed in writing with the Planning Department a minimum of 30 days prior to the expiration date of this approval.
5. That the final plat shall include 10-foot utility easements along both sides of all public rights-of-way for the placement and maintenance of required utilities.
6. That the final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts.
7. That the applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
8. That the applicant shall submit evidence that all fill placed in the areas where building sites are expected is engineered. Evidence shall meet with the approval of the City Building Division and the City Engineering Department.
9. That the required public improvements shall be installed to the satisfaction of the responsible agency prior to the City's approval of the final plat. Prior to the construction of the required public improvements, the applicant shall enter into a Construction Permit Agreement with the City Engineering Department, and pay the associated fees.
10. That the applicant shall submit a draft copy of the subdivision plat to the City Engineer for review and comment which shall include any necessary cross easements for access to serve all the proposed parcels, and cross easements for utilities which are not contained within the lot they are serving, including those for water, sanitary sewer, storm sewer, electric, natural gas, cable, and telephone. A current title report for the subject property shall be submitted with the draft plat. Two copies of the final subdivision plat mylars shall be submitted to the City Engineer for the appropriate City signatures. The signed plat mylars will be released to the applicant for delivery to McMinnville Water and Light and the County for appropriate signatures and for recording.
11. That any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.

12. That park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
13. That geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

TRANSPORTATION

14. That the final plat shall reflect that direct vehicular access to SW Redmond Hill Road for proposed lots 4 and 5 is not permitted.
15. That SW Redmond Hill Road shall be improved to City standards to include installation of a 5' wide sidewalk and 5' wide park strip meeting the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance.
16. That the interior streets shall be improved with a 28-foot wide paved section, 5-foot wide curbside planting strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way, as required by the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance for local residential streets.
17. That street grades and profiles shall be designed and constructed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be constructed to meet PROWAG requirements.
18. That the applicant shall coordinate the location of clustered mailboxes with the Postmaster, and the location of any clustered mailboxes shall meet the accessibility requirements of PROWAG and the State of Oregon Structural Specialty Code.
19. That the applicant shall install barricades at the southern terminus of proposed SW Heath Street and the western terminus of proposed SW Grayson Lane, consistent with City standards. The barricades shall include signage with text stating: "This Street is planned for extension to serve future development."
20. That on-street parking will not be permitted within a 30-foot distance of street intersections measured from the terminus of the curb returns.
21. That the City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.
22. That the applicant shall submit cross sections for the public street system to be constructed. Cross sections shall depict utility location, street improvement elevation and grade, park strips, sidewalk location, and sidewalk elevation and grade. Said cross sections shall be submitted to the City Engineer for review and approval prior to submittal of the final plat. All such submittals must comply with the requirements of

Section 17.53.070(G)(1) (Submission of Tentative Subdivision Plan) of the McMinnville Zoning Ordinance and must meet with the approval of the City Engineer.

23. That the applicant shall obtain all necessary permits from the Yamhill County Public Works Department for the work in Redmond Hill Road, and shall construct any improvements to Redmond Hill Road required by the County Engineer.
24. That upon completion of the subdivision utility work, the applicant shall complete an overlay of SW Redmond Hill Road as directed by the City Engineer and County Engineer.

SANITARY SEWER

25. That a detailed, engineered sanitary sewage collection plan, which incorporates the requirements of the City's adopted Conveyance System Master Plan, must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved sanitary sewage plan must be reflected on the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
26. That the existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian. \

STORM DRAINAGE

27. That a detailed, engineered storm drainage plan, which satisfies the requirements of the City's Storm Drainage Master Plan must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved plan must be reflected on the final plat.
28. That if the final storm drainage plan incorporates the use of backyard collection systems and easements, such systems must be private rather than public, and private maintenance agreements for them must be approved by the City prior to the City's approval of the final plat. The maintenance agreements shall include requirements that drainage channels / facilities within the storm drainage easements shall be kept in their designed condition, and that no fill or other construction activities (including the construction of fences) will be allowed within those areas.
29. That no additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
30. That no additional storm drainage runoff shall be conveyed to the existing drainage facilities along SW Redmond Hill Road unless the existing downstream constrictions are corrected.

31. That prior to the construction of any private storm facilities, the applicant shall obtain the necessary permits from the City's Building Division.

MOTION

The Planning Department recommends the Commission make the following motion for **approval**:

THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, THE PLANNING COMMISSION APPROVES S 1-16, SUBJECT TO THE CONDITIONS AS NOTED IN THE STAFF REPORT.

EXHIBIT "A"
DOCKET S 1-16
FINDINGS OF FACT AND CONCLUSIONARY FINDINGS

FINDINGS OF FACT

1. CS Property Investments, LLC, is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land. The subject property is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.
2. The subject property is designated Residential on the City of McMinnville Comprehensive Plan Map and is zoned R-1 (Single-Family Residential) on the City of McMinnville Zoning Map.
3. Sanitary sewer and municipal water and power are all available or can be made available to the site. The municipal Water Reclamation Facility has sufficient capacity to accommodate expected waste flows resulting from residential development of the property.
4. This matter was referred to the following public agencies for comment: City of McMinnville Engineering, Building, Police and Parks Departments; McMinnville Fire Department and Public Works Department, City Manager; City Attorney; McMinnville School District No. 40; McMinnville Water and Light; Wastewater Services; Yamhill County Planning Department, and County Public Works; Frontier Communications; Comcast Cable; and, Northwest Natural Gas. As of the date of this report, no comments in opposition to this application have been received from these agencies. All other agency comments are as noted in the staff report.
5. Goals and Policies from the McMinnville Comprehensive Plan, which are applicable to the request, are as follows:

Chapter V Housing and Residential Development

GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS.

General Housing Policies:

58.00 City land development ordinances shall provide opportunities for development of a variety of housing types and densities.

GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND-INTENSIVE AND ENERGY-EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGNS.

Urban Policies:

- 99.00 An adequate level of urban services shall be provided prior to or concurrent with all proposed residential development. Services shall include, but not be limited to:
1. Sanitary sewer collection and disposal lines. Adequate municipal waste treatment plant capacities must be available.
 2. Storm sewer and drainage facilities (as required).
 3. Streets within the development and providing access to the development, improved to city standards (as required).
 4. Municipal water distribution facilities and adequate water supplies (as determined by City Water and Light).
 5. Energy distribution facilities and adequate energy resource supplies.

Chapter VI Transportation System

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

STREETS

Policies:

- 117.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel.
- 119.00 The City of McMinnville shall encourage utilization of existing transportation corridors whenever possible before committing new lands.

PARKING

Policies:

- 126.00 The City of McMinnville shall continue to require adequate off-street parking and loading facilities for future developments and land use changes.

SUPPORTIVE OF GENERAL LAND USE PLAN DESIGNATIONS AND DEVELOPMENT PATTERNS

Policies:

- 132.27.00 The provision of transportation facilities and services shall reflect and support the land use designations and development patterns identified in the McMinnville Comprehensive plan. The design and implementation of transportation facilities and services shall be based on serving currently and future travel demand – both short-term and long-term planned uses.

Chapter VII Community Facilities and Services

GOAL VII 1: TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS TO URBAN LANDS WITHIN THE McMINSVILLE URBAN GROWTH BOUNDARY.

SANITARY SEWER SYSTEM

Policies:

- 136.00 The City of McMinnville shall insure that urban developments are connected to the municipal sewage system pursuant to applicable city, state, and federal regulations.

STORM DRAINAGE

Policies:

- 142.00 The City of McMinnville shall insure that adequate storm water drainage is provided in urban developments through review and approval of storm drainage systems, and through requirements for connection to the municipal storm drainage system, or to natural drainage ways, where required.

WATER SYSTEM

Policies:

- 144.00 The City of McMinnville, through the City Water and Light Department, shall provide water services for development at urban densities within the McMinnville Urban Growth Boundary.
- 147.00 The City of McMinnville shall continue to support coordination between City departments, other public and private agencies and utilities, and the City Water and Light Department to insure the coordinated provision of utilities to developing areas. The City shall also continue to coordinate with the City Water and Light Department in making land use decisions.

WATER AND SEWER – LAND DEVELOPMENT CRITERIA

Policies:

- 151.00 The City of McMinnville shall evaluate major land use decisions, including but not limited to urban growth boundary, comprehensive plan amendment, zone changes, and subdivisions using the criteria outlined below:
1. Sufficient municipal water system supply, storage and distribution facilities, as determined by the City Water and Light Department, are available or can

- be made available, to fulfill peak demands and insure fire flow requirements and to meet emergency situation needs.
2. Sufficient municipal sewage system facilities, as determined by the City Public Works Department, are available, or can be made available, to collect, treat, and dispose of maximum flows of effluents.
 3. Sufficient water and sewer system personnel and resources, as determined by the Water and Light Department and City, respectively, are available, or can be made available, for the maintenance and operation of the water and sewer systems.
 4. Federal, state, and local water and wastewater quality standards can be adhered to.
 5. Applicable policies of the Water and Light Department and the City relating to water and sewer systems, respectively, are adhered to.

POLICE AND FIRE PROTECTION

Policies:

- 155.00 The ability of existing police and fire facilities and services to meet the needs of new service areas and populations shall be a criterion used in evaluating annexation, subdivision proposals, and other major land use decisions.

GOAL VII 3: TO PROVIDE PARKS AND RECREATION FACILITIES, OPEN SPACES, AND SCENIC AREAS FOR THE USE AND ENJOYMENT OF ALL CITIZENS OF THE COMMUNITY.

Policies:

- 163.00 The City of McMinnville shall continue to require land, or money in lieu of land, from new residential developments for the acquisition and/or development of parklands, natural areas, and open spaces.

Chapter VIII Energy

GOAL VIII 2: TO CONSERVE ALL FORMS OF ENERGY THROUGH UTILIZATION OF LAND USE PLANNING TOOLS.

Policies:

- 178.00 The City of McMinnville shall encourage a compact urban development pattern to provide for conservation of all forms of energy.

6. The following sections of the McMinnville Zoning Ordinance (No. 3380) are applicable to this report as decision-making criteria:

General Provisions:

"17.03.020 Purpose. The purpose of this ordinance is to encourage appropriate and orderly physical development in the City through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial

relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, and adequate community facilities; to provide assurance of opportunities for effective utilization of the land resource; and to promote in other ways public health, safety, convenience, and general welfare."

R-1 Single-Family Residential Zone:

"17.12.010 Permitted Uses. In an R-1 zone, the following uses and their accessory uses are permitted:

A. Site built single-family dwelling [...]"

"17.12.030 Lot Size. In an R-1 zone, the lot area shall not be less than nine thousand square feet [...]"

Off Street Parking and Loading:

"17.60.060 Spaces – Number Required. [...]"

A. Residential land use category.

5. Single-family and two-family dwelling

Two spaces per dwelling with four or fewer bedrooms, and one additional space for every two additional bedrooms. [...]"

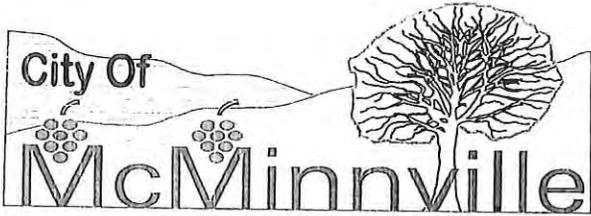
CONCLUSIONARY FINDINGS FOR APPROVAL

1. The subject requests comply with the applicable McMinnville Comprehensive Plan Goals and Policies (see Finding of Fact No. 5) as follows:
 - a. Goals V-1, V-2, VIII-2 and Policies 58.00, and 178.00 are satisfied by the request as additional single-family housing opportunities will be provided; the application of the **Uniform Building Code** guarantees the quality of the housing; an urban level of services is available to serve the proposed development; and, the subject site is located in an area that has experienced recent residential development. The property is within the city limits of McMinnville and located adjacent to other single-family residential development thereby promoting a compact urban form and encouraging conservation of all forms of energy.
 - b. Goal VI-1 and Policies 117.00 and 119.00 are satisfied as the subdivision and proposed lots will abut public streets developed to City standards with adequate capacity to accommodate the expected trip generation from the subdivision.
 - c. Goal VII 1 and Policies 99.00(1)-(5), 136.00, 142.00, 144.00, 147.00, and 151.00(1)-(5) are satisfied by the request as adequate levels of sanitary sewer collection, storm sewer and drainage facilities, municipal water distribution systems and supply, and energy distribution facilities, either presently serve or can be made available to serve the site. Additionally, the Water Reclamation Facility has the

capacity to accommodate flow resulting from development of this site. Administration of all municipal water and sanitary sewer systems guarantee adherence to federal, state, and local quality standards. The City of McMinnville shall continue to support coordination between city departments, other public and private agencies and utilities, and McMinnville Water and Light to insure the coordinated provision of utilities to developing areas and in making land-use decisions.

- d. Policy 126.00 is satisfied in that on-street parking shall be minimized to the extent possible through the provision of at least two off-street parking spaces for each single-family residence at the time of building permit review.
 - e. Policy 132.27.00 is satisfied in that the proposed street design reflects and supports the land use designation of the site and urban development patterns within the surrounding area.
 - f. Policy 155.00 is satisfied in that emergency services departments have reviewed this request and raise no concerns with providing police and fire protection to the subject area. If fire hydrants are required, they must be in working order prior to issuance of building permits, as a condition of approval of this application.
 - g. Goal VII-3 and Policy 163.00 are satisfied in that park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
2. The subject requests comply with the applicable provisions of the McMinnville Zoning Ordinance (Finding of Fact No. 6) as follows:
- a. Section 17.03.020 is satisfied by the request for the reasons enumerated in Conclusionary Finding for Approval No. 1.
 - b. Section 17.12.010(A) and 17.12.030 are satisfied by the request as single-family dwellings situated on lots at least 9,000 square feet in size are permitted uses on land zoned R-1.
 - c. Section 17.60.060(A)(5) is satisfied by the request as a minimum of two off-street parking stalls shall be required as part of the building permit review for each lot.

RP:sjs



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
 (503) 434-7311 Office ◦ (503) 474-4955 Fax
www.ci.mcminnville.or.us

Office Use Only:	
File No.	S 1-16
Date Received	3/7/16
Fee	\$1895.00
Receipt No.	1600047
Received by	M.D.

Tentative Subdivision Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____

Applicant Name CS Property Investments, LLC Phone _____

Contact Name Denny Elmer Phone 971-237-6752
(If different than above)

Address PO Box 237

City, State, Zip McMinnville, OR 97128

Contact Email dennyelmer@gmail.com

Property Owner Information

Property Owner Name Same As Above Phone _____
(If different than above)

Contact Name _____ Phone _____

Address _____

City, State, Zip _____

Contact Email _____

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address 2946 SW Redmond Hill Rd

Assessor Map No. R4524 - 12DD- Total Site Area 5.37 Acres

Subdivision Instrument # 2011-030105 Block _____ Lot _____

Comprehensive Plan Designation R1 Zoning Designation R1

Subdivision Information

1. What is this application for?

- Subdivision (10 (ten) or fewer lots)
- Subdivision (more than 10 (ten) lots)

2. Briefly describe the project: Subdivide 5 acre parcel of R1 zoned land into 20 buildable single family lots

3. Name of proposed subdivision: Heiser Edition

4. Size of proposed subdivision in acres or square feet: 5.37 acres / 238104.16 sqft

5. Number of lots: 20 Minimum lot size: 9000 sqft

6. Number and type of Residential Units: 20 single family homes

7. Average lot size: 9000 sqft Gross density per acre of entire subdivision: 3.72 lots

8. Total anticipated population: 70-80

9. Size of park(s)/open space in acres or square feet: ∅

10. General description of the subject site and current land use: gently rolling farm land w/ farmhouse, 2 small outbuildings, pasture

11. Describe existing uses and zoning of surrounding properties:

	<u>Zoning</u>	<u>Current Use</u>
North	<u>R2</u>	<u>Residential</u>
South	<u>R1</u>	<u>Undeveloped farm land</u>
East	<u>EF80</u>	<u>Farm land</u>
West	<u>VLDR-2.5</u>	<u>Single Family Residential</u>

12. Describe the topography of the subject site: gently rolling

13. Does the site contain any existing structures, wells, septic tanks? Explain Farmhouse, 2 small outbuildings, 2 wells, 1 septic

14. How will the proposed subdivision be served by utilities? Note the location and size of all service lines (water, sanitary sewer, storm sewer, natural gas, electricity). Serviced by City Utilities all readily available for connection on Redmond Hill Rd adjacent to property

15. What is the anticipated date construction will begin? July 1, 2016

16. What is the anticipated date of completion? Sept 30, 2016

17. If applicable, explain how the subdivision will be phased? N/A

18. Does your tentative subdivision plan delineate the general location of all previously recorded easements and encumbrances presently binding upon the subdivision site? (A current title report or subdivision guarantee for the site would disclose such easements or encumbrances).

Yes No N/A

19. Does your tentative subdivision plan delineate necessary access and utility easements?

Yes No N/A

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), tentative subdivision plan, and supplementary data. Tentative plans should be accompanied by improvement plans so that the general programs and objectives are clear to the reviewer. The information to be included in the tentative subdivision plan as listed in the information sheet and in Section 17.53.070 (Submission of Tentative Subdivision Plan) of the Zoning Ordinance. If of a larger size, provide five (5) copies in addition to **an electronic copy** with the submittal.
- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.

[Signature]
Applicant's Signature

March 16, 2016
Date

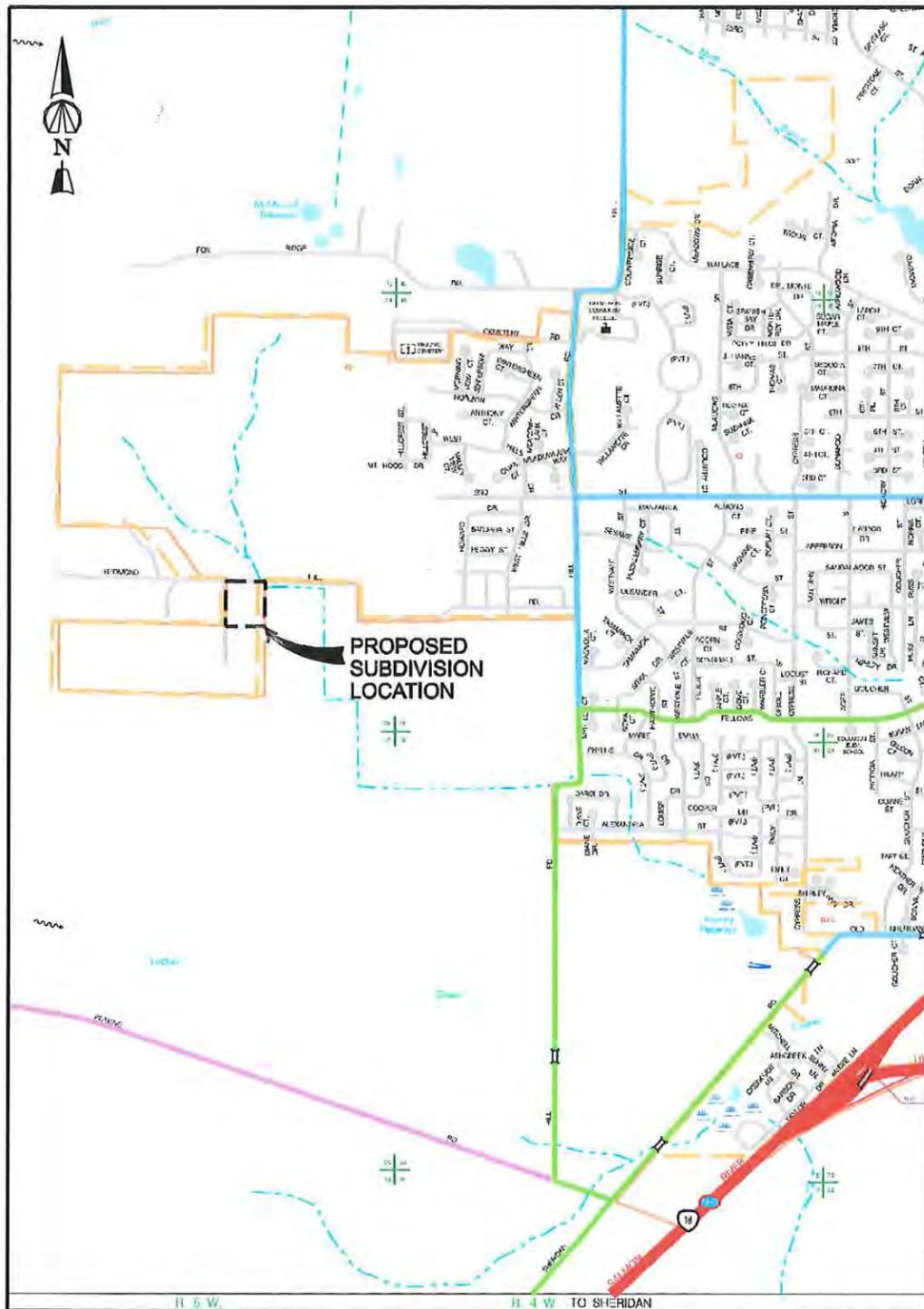
[Signature]
Property Owner's Signature

March 16, 2016
Date

HEISER ADDITION (PROPOSED)

2946 SW REDMOND HILL ROAD, MCMINNVILLE, OR

CONCEPTUAL PLANS (FOR CITY REVIEW)



VICINITY MAP
NTS

OWNER/DEVELOPER:

CS PROPERTY INVESTMENTS, LLC
P.O. BOX 237
MCMINNVILLE, OREGON 97128
CONTACT: DENNY ELMER
PHONE: (971) 237-6752

CIVIL ENGINEER:

ASHLEY ENGINEERING DESIGN, P.C.
14785 SE FOSTER ROAD
DAYTON, OREGON 97114
CONTACT: JOHN ASHLEY, P.E.
PHONE: (503) 864-9404
EMAIL: JASHLEY@ASHLEYENGR.COM

SURVEYOR:

NEWBERG SURVEYING, INC.
1205 NE EVANS STREET
MCMINNVILLE, OREGON 97128
CONTACT: JOHN NEWBERG, PLS
PHONE: (503) 474-4742

SITE INFORMATION:

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM., CITY OF MCMINNVILLE, YAMHILL COUNTY, OR; TAX LOT 4624 - 1200

SURVEY INFORMATION:

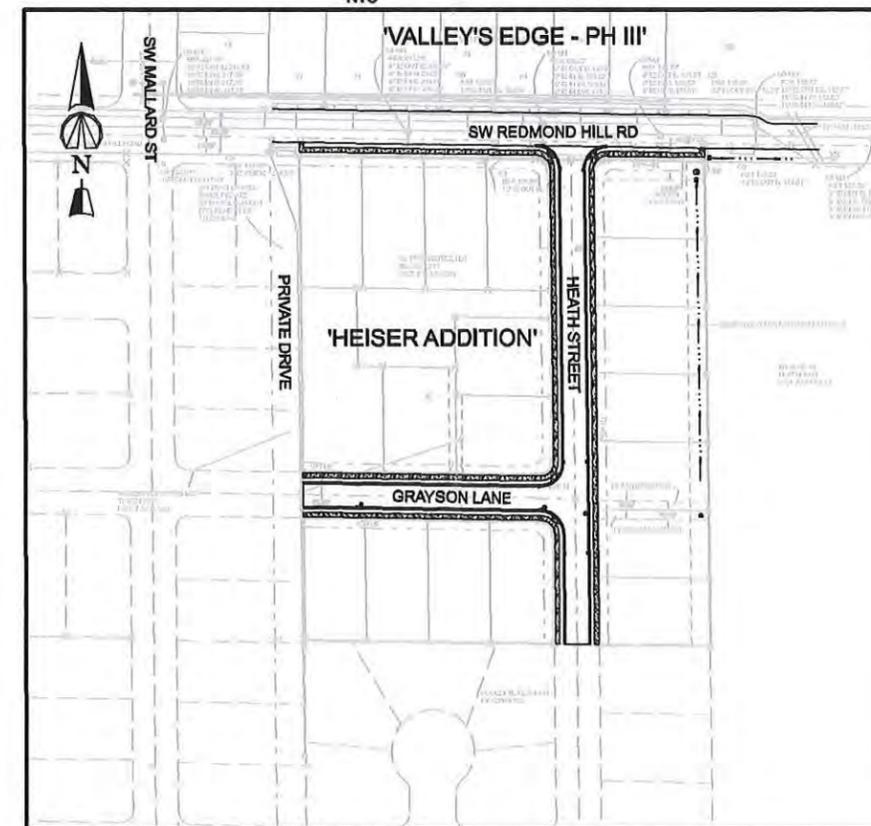
HORIZONTAL CONTROL IS BASED ON A LOCAL COORDINATE SYSTEM. THE BASIS OF BEARING IS SOUTH 89° 10' 41" EAST ALONG THE CENTER OF REDMOND HILL ROAD. THE CONTOURS SHOWN WERE DERIVED BY THE SURVEYOR FROM A COMBINATION OF FIELD WORK AND LIDAR DATA OBTAINED FROM THE OREGON DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES. THE DATA WAS ADJUSTED TO NGVD 29 USING AN ELEVATION OF 164.22 ON THE TOP OF A NGS BRASS DISK REFERENCE MARK STAMPED "CENTER NO 3" AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW HILL ROAD AND NW 2ND STREET.

INDEX TO DRAWINGS:

SHEET NUMBER	DRAWING NUMBER	TITLE
1	G-1	GENERAL CONCEPTUAL PLAN COVER SHEET
2	C-1	CIVIL CONCEPTUAL STREET PLAN
3	C-2	CONCEPTUAL UTILITY PLAN



LOCATION MAP
NTS



PROJECT SITE MAP
1"=100'

PRELIMINARY
FOR REVIEW ONLY



No.	Date	Designed By:	Drawn By:	Checked By:	By	Project No.
		JTA	JTA	JTA	JTA	16-001

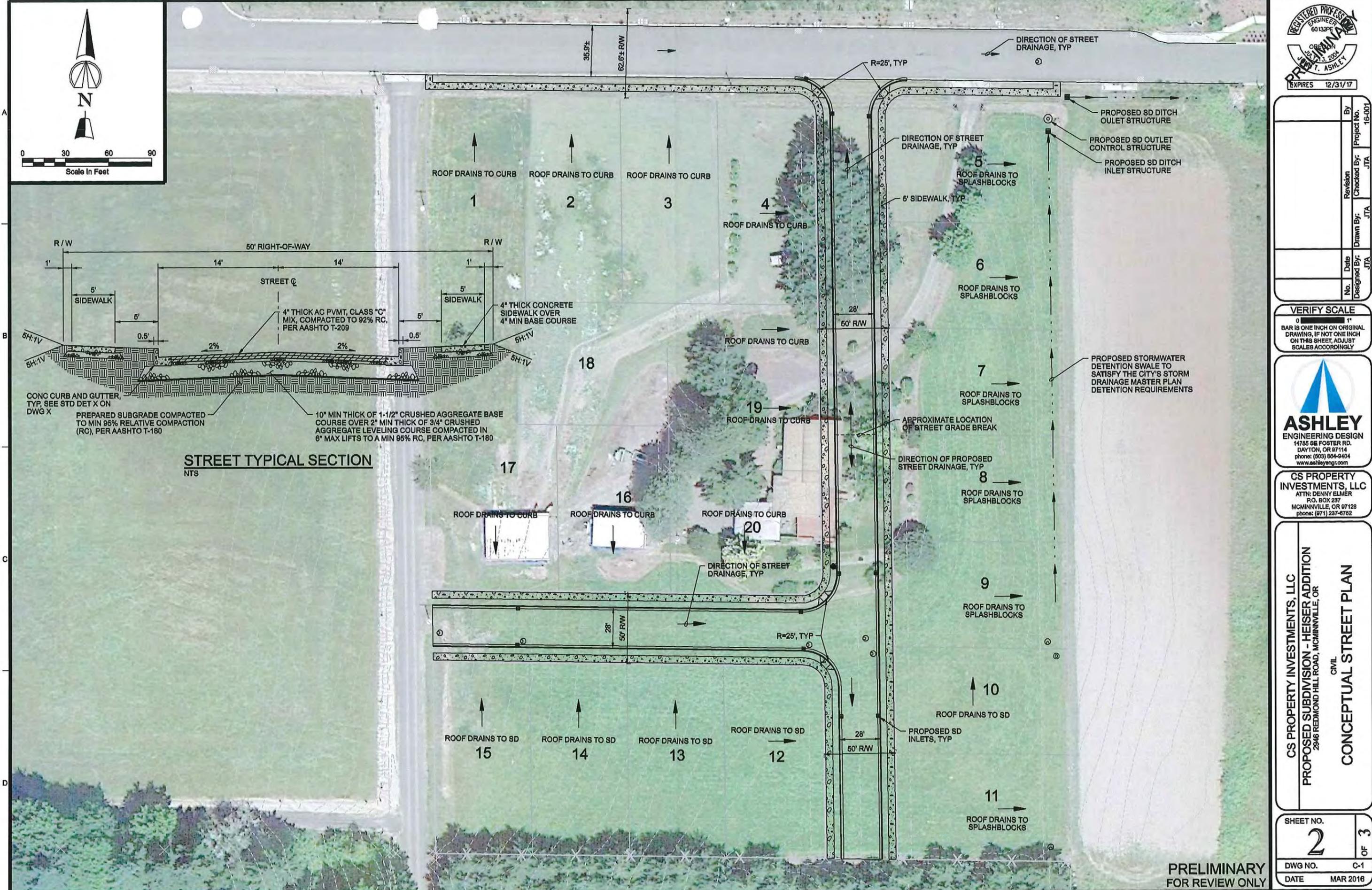
VERIFY SCALE
0 1" BAR IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY ELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6752

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
GENERAL
CONCEPTUAL PLAN COVER SHEET

SHEET NO.
1
OF 3
DWG NO. G-1
DATE MAR 2016



STREET TYPICAL SECTION
NTS

REGISTERED PROFESSIONAL ENGINEER
60132PE
ORIGINALLY ISSUED JULY 3, 2004
T. ASHLEY
PRELIMINARY
EXPIRES 12/31/17

No.	Date	Designed By:	JTA
Revision	Checked By:	JTA	16-001
By	Project No.		

VERIFY SCALE
1" = 30'
BAR IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

ASHLEY
ENGINEERING DESIGN
14785 SE FOSTER RD.
DAYTON, OR 97114
phone: (503) 864-9404
www.ashleyengr.com

CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY ELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6762

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
CIVIL
CONCEPTUAL STREET PLAN

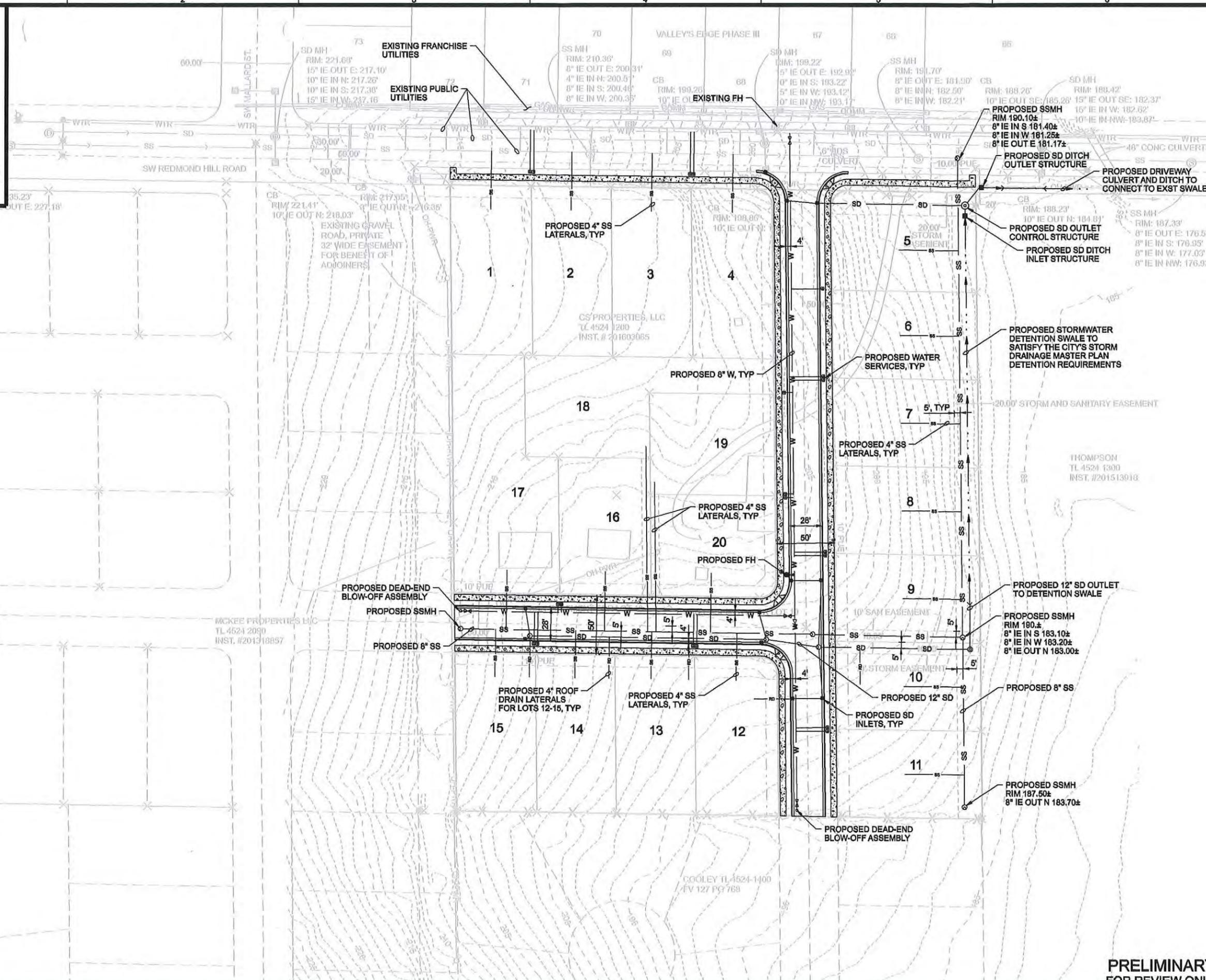
SHEET NO.	2	OF	3
DWG NO.	C-1		
DATE	MAR 2016		

PRELIMINARY
FOR REVIEW ONLY



0 40 80 120
Scale In Feet

A
B
C
D



No.	Date	Designed By:	JTA
Revision	Checked By:	JTA	Project No. 16-001
Drawn By:	JTA		

VERIFY SCALE
1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

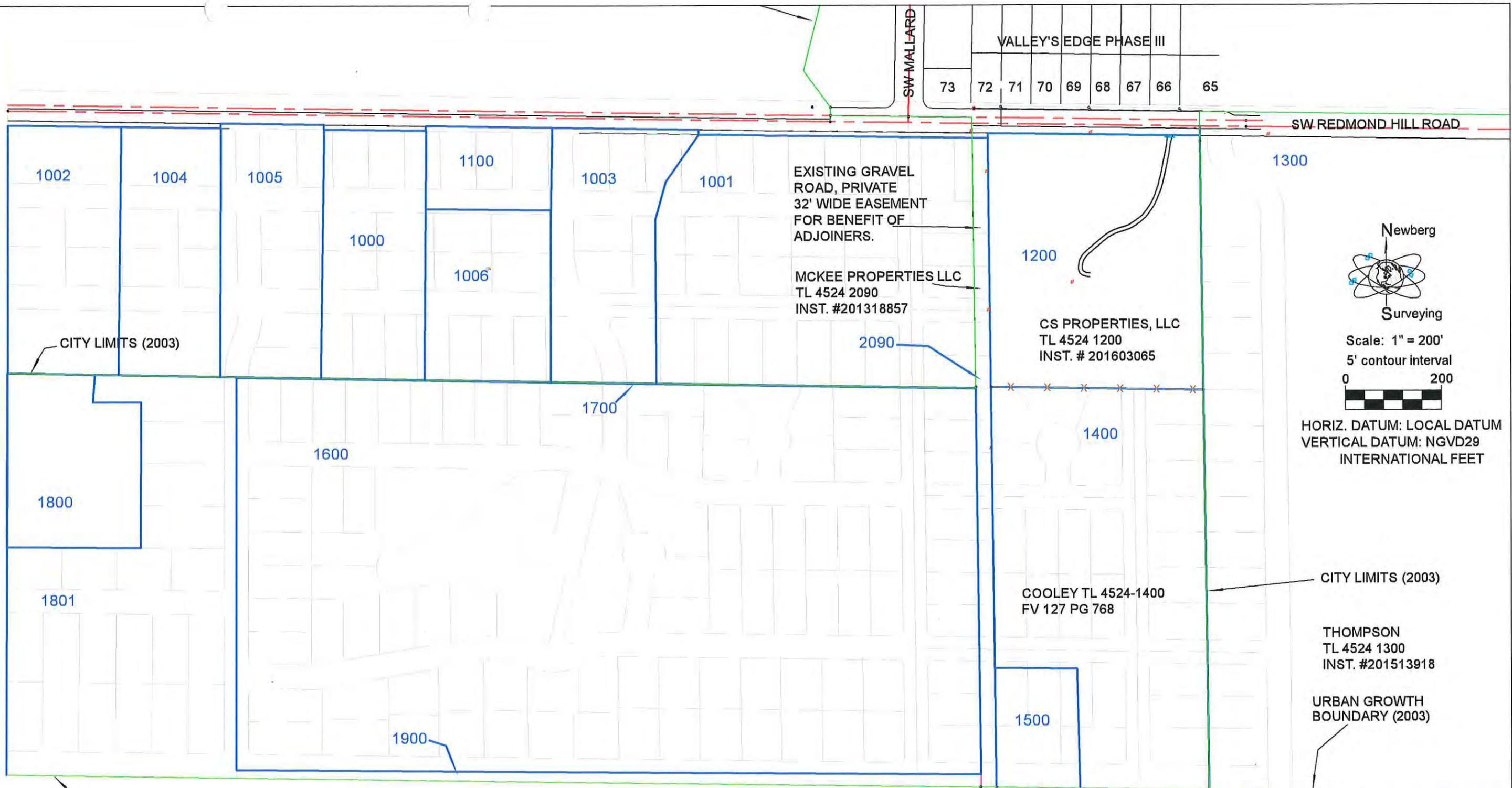


CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY BELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6762

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
CONCEPTUAL UTILITY PLAN
CIVIL

SHEET NO. 3 OF 3
DWG NO. C-2
DATE MAR 2016

PRELIMINARY FOR REVIEW ONLY



**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED SHADOW PLAT**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

OWNER AND SUBDIVIDER: CS PROPERTY INVESTMENTS, LLC
ADDRESS: PO BOX 237, MCMINNVILLE, OR 97128
ENGINEER: JOHN ASHLEY, P.E.
ASHLEY ENGINEERING AND DESIGN
14785 SE FOSTER RD, DAYTON, OR 97114
SURVEYOR: JOHN NEWBERG, PLS
NEWBERG SURVEYING, INC.
1205 NE EVANS, MCMINNVILLE, OR 97128

CITY LIMITS (2003)

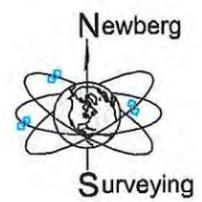
CITY LIMITS (2003)

THOMPSON
TL 4524 1300
INST. #201513918

URBAN GROWTH
BOUNDARY (2003)

HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

Scale: 1" = 200'
5' contour interval
0 200



EXISTING GRAVEL
ROAD, PRIVATE
32' WIDE EASEMENT
FOR BENEFIT OF
ADJOINERS.

MCKEE PROPERTIES LLC
TL 4524 2090
INST. #201318857

CS PROPERTIES, LLC
TL 4524 1200
INST. # 201603065

COOLEY TL 4524-1400
FV 127 PG 768



VALLEY'S EDGE PHASE III

73 72 71 70 69 68 67 66 65

SW REDMOND HILL ROAD

1002

1004

1005

1000

1100

1003

1001

EXISTING GRAVEL ROAD, PRIVATE
32' WIDE EASEMENT
FOR BENEFIT OF
ADJOINERS.

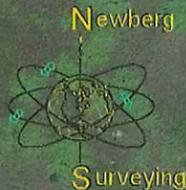
MCKEE PROPERTIES LLC
TL 4524 2090
INST. #201318857

1200

CS PROPERTIES, LLC
TL 4524 1200
INST. # 201603065

1300

CITY LIMITS (2003)



Scale: 1" = 200'
5' contour interval



HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

1700

1600

1400

COOLEY TL 4524-1400
FV 127 PG 768

CITY LIMITS (2003)

THOMPSON
TL 4524 1300
INST. #201513918

URBAN GROWTH
BOUNDARY (2003)

1800

1601

1900

1500

2000

MCKEE PROPERTIES LLC
TL 4524 2000
INST. #201318857

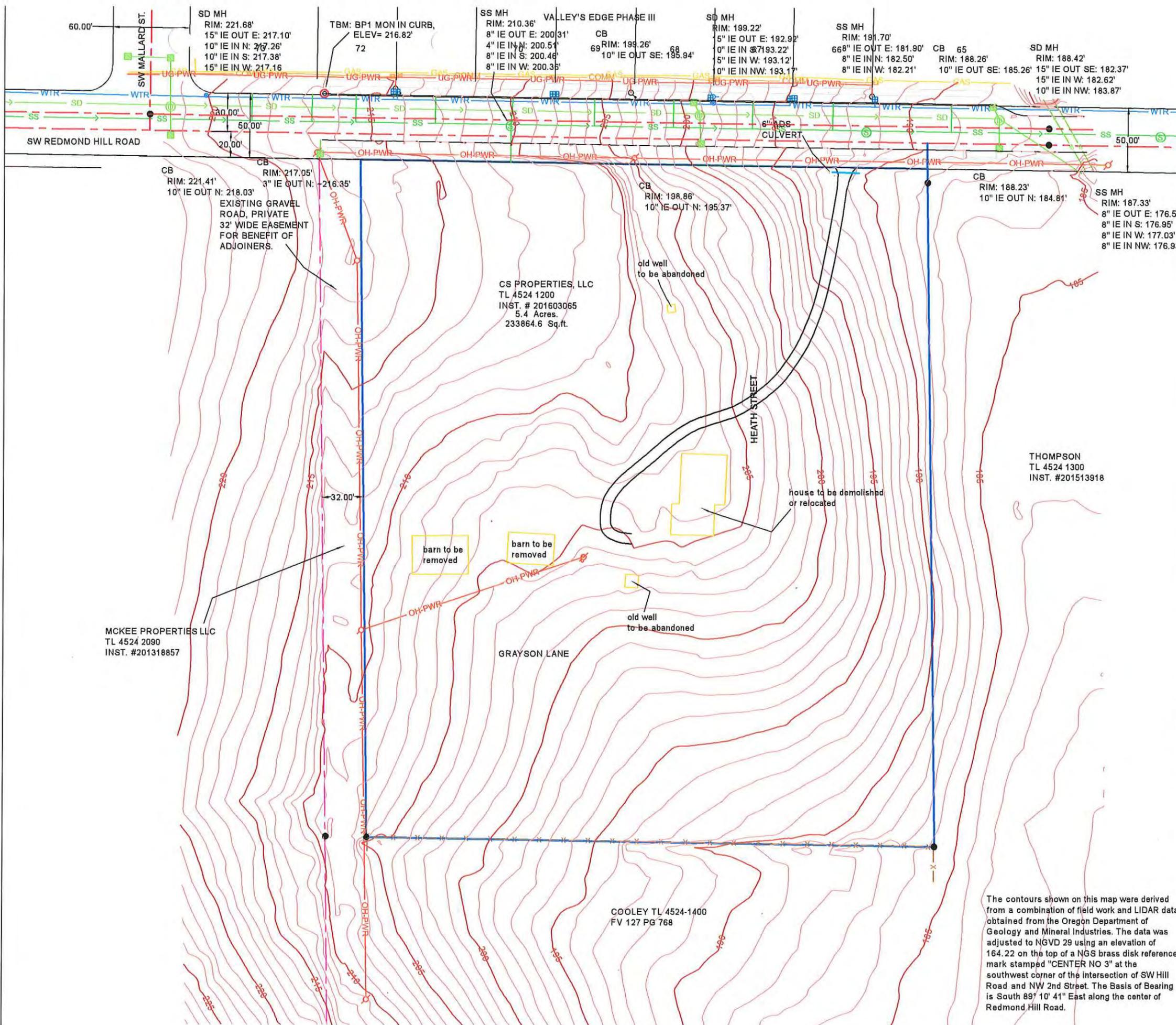
Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED SHADOW PLAT

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

CITY LIMITS (2003)

OWNER AND SUBDIVIDER: CS PROPERTY INVESTMENTS, LLC
ADDRESS: PO-BOX 237, MCMINNVILLE, OR 97128
ENGINEER: JOHN ASHLEY, P.E.
ASHLEY ENGINEERING AND DESIGN
14785 SE FOSTER RD. DAYTON, OR 97114

SURVEYOR: JOHN NEWBERG, PLS
NEWBERG SURVEYING, INC.
1205 NE EVANS, MCMINNVILLE, OR 97128



Newberg

Surveying

Scale: 1" = 50' 1' contour interval

HORIZ. DATUM: LOCAL DATUM
 VERTICAL DATUM: NGVD29
 INTERNATIONAL FEET

Newberg Surveying, Inc.
 1205 NE Evans
 McMinnville, OR 97128
 (503)-474-4742 (971)-237-1956 Cell
 (503)-474-3752 Fax newberg@victlink.com

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 June 30, 1997
 JOHN G. NEWBERG
 2838
 Renewable 12-31-2016

**Tentative Subdivision of
 HEISER ADDITION for:
 CS Property Investments, LLC**

EXISTING CONDITIONS

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
 YAMHILL COUNTY, OREGON
 DATE: MARCH 17, 2016

SHEET 2 OF 4

JOB #1407

The contours shown on this map were derived from a combination of field work and LIDAR data obtained from the Oregon Department of Geology and Mineral Industries. The data was adjusted to NGVD 29 using an elevation of 164.22 on the top of a NGS brass disk reference mark stamped "CENTER NO 3" at the southwest corner of the intersection of SW Hill Road and NW 2nd Street. The Basis of Bearing is South 89° 10' 41" East along the center of Redmond Hill Road.

MCKEE PROPERTIES LLC
 TL 4524 2090
 INST. #201318857

GRAYSON LANE

COOLEY TL 4524-1400
 FV 127 PG 768

THOMPSON
 TL 4524 1300
 INST. #201513918

CS PROPERTIES, LLC
 TL 4524 1200
 INST. # 201603065
 5.4 Acres.
 233864.6 Sq.ft.

EXISTING GRAVEL ROAD, PRIVATE 32' WIDE EASEMENT FOR BENEFIT OF ADJOINERS.

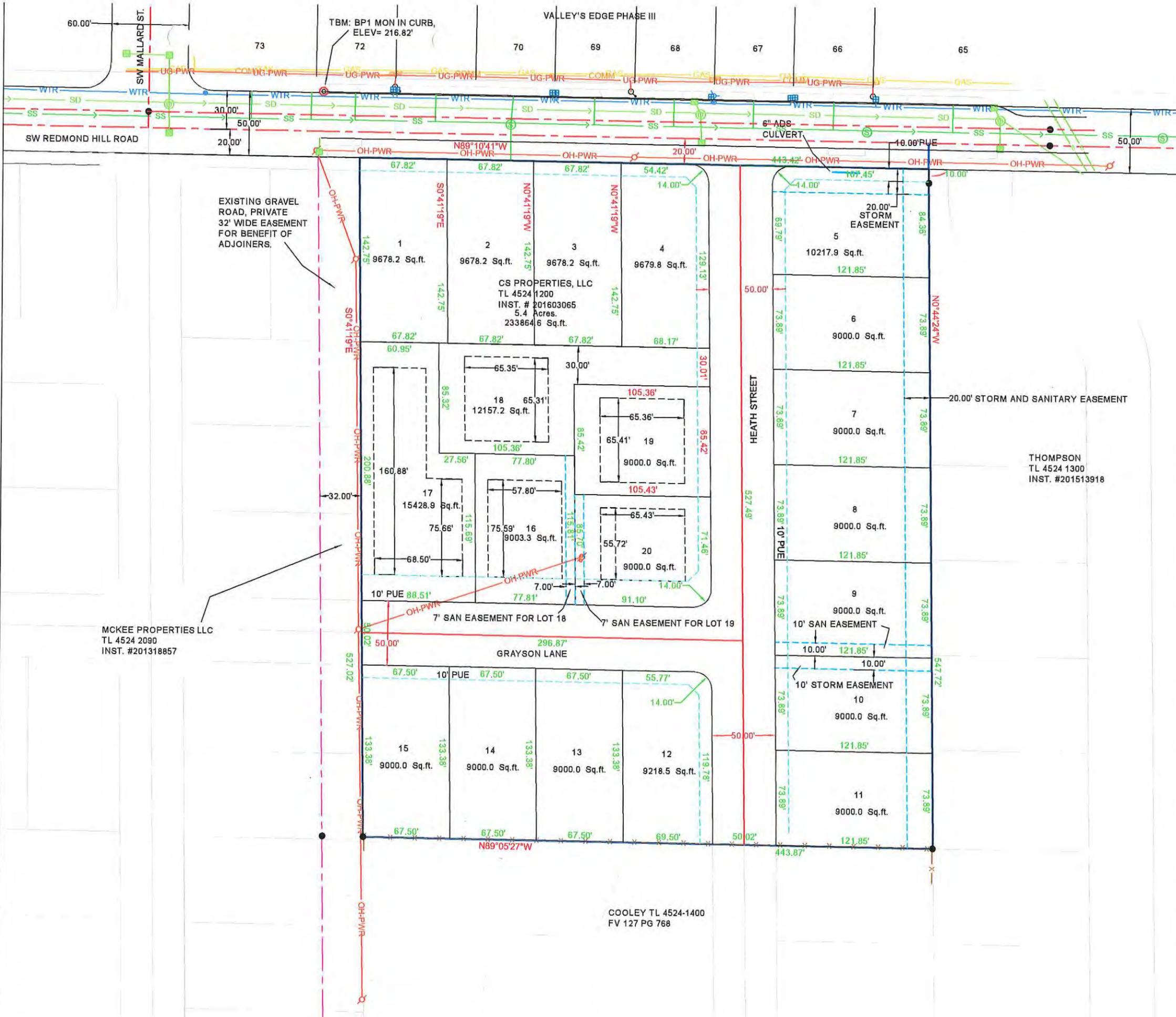
old well to be abandoned

house to be demolished or relocated

barn to be removed

barn to be removed

old well to be abandoned



Newberg

Surveying

Scale: 1" = 50' 1' contour interval

HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

Newberg Surveying, Inc.

1205 NE Evans
McMinnville, OR 97128
(503)-474-4742 (971)-237-1956 Cell
(503)-474-3752 Fax newberg@vclink.com

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John G. Newberg

OREGON
June 30, 1997
JOHN G. NEWBERG
2888

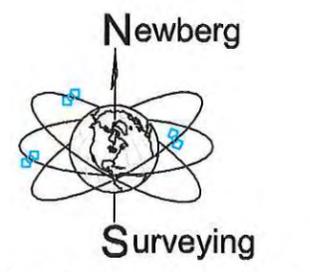
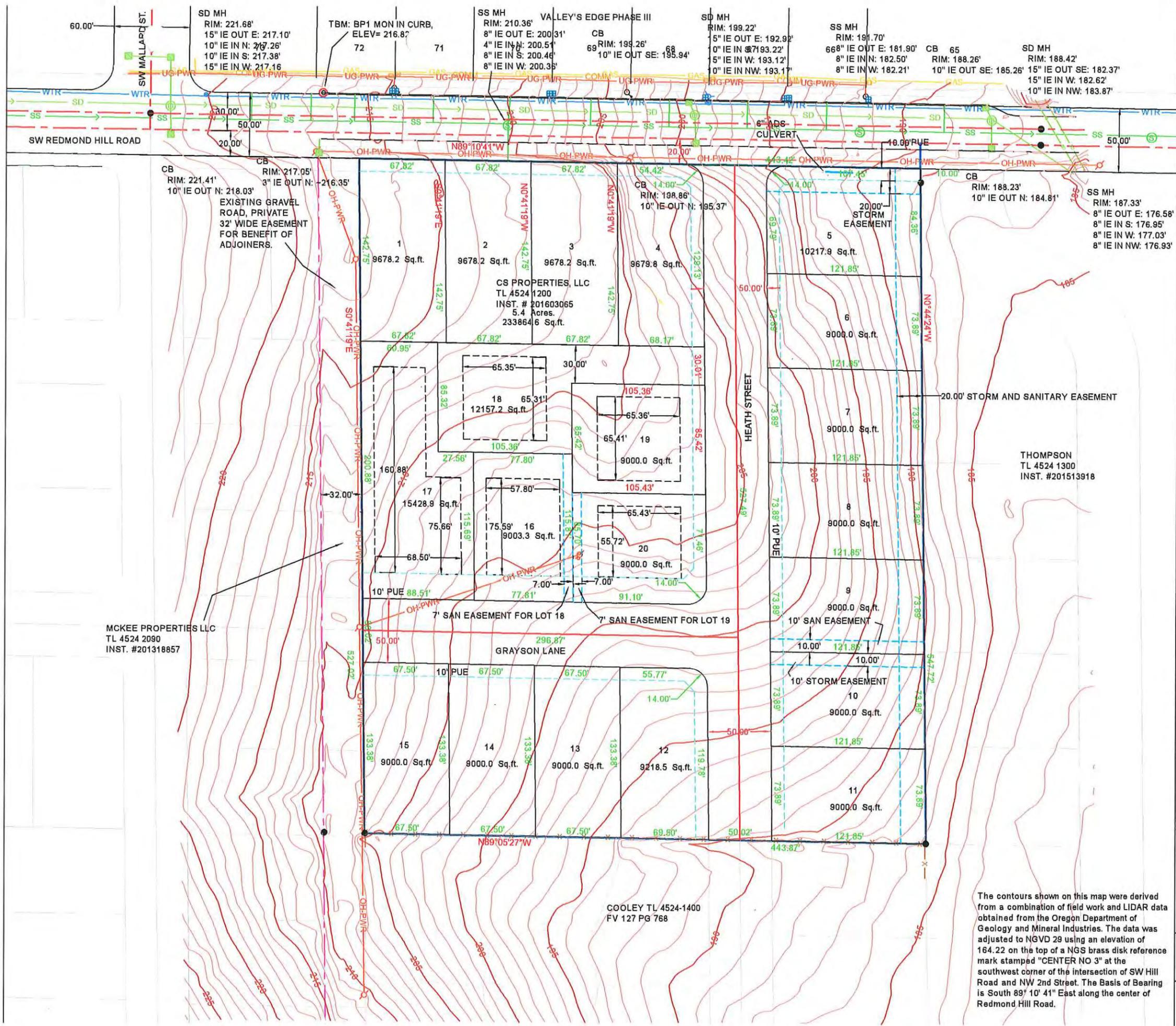
Renewable 12-31-2016

**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED LOTS**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

SHEET 3 OF 4

JOB #1407



Scale: 1" = 50'
1' contour interval

HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

Newberg Surveying, Inc.

1205 NE Evans
McMinnville, OR 97128
(503)-474-4742 (971)-237-1956 Cell
(503)-474-3752 Fax newberg@vclink.com

REGISTERED PROFESSIONAL LAND SURVEYOR
John G. Newberg
OREGON
June 30, 1997
JOHN G. NEWBERG
2838
Renewable 12-31-2016

**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC**

LOTS with EXISTING TOPO
SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

SHEET 4 OF 4

JOB #1407

The contours shown on this map were derived from a combination of field work and LIDAR data obtained from the Oregon Department of Geology and Mineral Industries. The data was adjusted to NGVD 29 using an elevation of 164.22 on the top of a NGS brass disk reference mark stamped "CENTER NO 3" at the southwest corner of the intersection of SW Hill Road and NW 2nd Street. The Basis of Bearing is South 89° 10' 41" East along the center of Redmond Hill Road.



**Ticor Title Company
PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Ticor Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Nebraska corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Peter Harris



Ticor Title Company

105 NE 4th Street, McMinnville, OR 97128
(503)472-6101 FAX (503)434-5311

PRELIMINARY REPORT

ESCROW OFFICER: LeAnne Cray
TITLE OFFICER: Deborah Clark

ORDER NO.: 471816048384-TTMIDWIL36

TO: Ticor Title Company
Attn: LeAnne Cray
105 NE 4th Street
McMinnville, OR 97128

OWNER/SELLER: CS Property Investments, LLC

BUYER/BORROWER: Chad E Davis Construction, LLC

PROPERTY ADDRESS: 2946 SW Redmond Hill Road
McMinnville, Oregon 97128

EFFECTIVE DATE: March 15, 2016, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard (Short Term Rate)	1,940,000.00	\$ 2,633.00
Lender's Standard	1,920,000.00	\$ 100.00
Governmental Service Fee		\$ 20.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CS Property Investments, LLC, an Oregon limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF MCMINNVILLE IN THE COUNTY OF YAMHILL, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PRELIMINARY REPORT
(Continued)

Order No.: 471816048384-TTMDWIL36

EXHIBIT "A"

A tract of land in Section 24, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the South line of County Road No. 436, where said road is intersected by the East line of that tract conveyed to R. A. Menefee et ux., by Deed recorded July 9, 1959 in Film Volume 6, Page 144, Deed and Mortgage Records; thence running South 01° 41' East along the East line of said Menefee tract and the West line of tract conveyed to Karl Engstrom et ux., by Deed recorded February 11, 1948 in Book 147, Page 225, Deed Records, a distance of 530 feet; thence West to a point on the East line of roadway described in an instrument recorded February 17, 1928 in Book 98, Page 338, Deed Records of Yamhill County, Oregon; thence North 01° 36' West along the East line of said roadway, a distance of 530 feet to a point on the South line of said County Road No. 436; thence East along the South line of said county road to the Point of Beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. City Liens, if any, in favor of the City of McMinnville. None found as of March 17, 2016.
7. Rights of the public to any portion of the Land lying within the area commonly known as SW Redmond Hill Road.
8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$464,000.00
Dated: February 24, 2016
Trustor/Grantor: CS Property Investments, LLC
Trustee: Matthew M. Chakolian, Attorney at Law
Beneficiary: Veristone Mortgage, LLC, a Washington limited liability company
Loan No.: 2016.0301
Recording Date: March 1, 2016
Recording No: 201603067
Affects: Covers additional property also.

9. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
 - a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Any facts which would be disclosed by an accurate survey of the Land
 - c) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.

END OF EXCEPTIONS.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2015-2016
Amount: \$4,790.02
Levy Code: 40.0 and 40.2
Account No.: 181074
Map No.: R4524 01200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA policy unless removed prior to issuance.
- C. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- D. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: James L. Heiser, Trustee of the James L. Heiser Trust dated January 26, 1968
Grantee: CS Property Investments, LLC, an Oregon limited liability company
Recording Date: March 1, 2016
Recording No: 201603065

- E. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Chad E. Davis Construction, LLC, an Oregon Limited Liability Company

- F. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$46.00	\$5.00
Benton	\$68.00	\$5.00
Polk	\$51.00	\$5.00
Linn	\$65.00	\$5.00
Yamhill	\$41.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

- H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- I. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville Planning Commission will hold a public hearing on the 21st day of April, 2016, at the hour of 6:30 p.m. in the McMinnville Civic Hall Building at 200 NE Second Street in the City of McMinnville, Oregon, to take testimony and evidence on the following matter:

DOCKET
NUMBER

S 1-16 CS Property Investments, LLC is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land. The subject site is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Persons are hereby invited to attend the McMinnville Planning Commission hearing to observe the proceedings, to register any statements in person, by attorney, or by mail to assist the McMinnville Planning Commission in making a decision.

The Planning Commission's decision on the above public hearing item must be based on findings that a specific set of criteria have been or have not been met. Testimony and evidence at the public hearing must be directed toward those criteria, which are generally as follows:

1. The goals and policies of the McMinnville Comprehensive Plan.
2. The requirements of McMinnville Ordinance No. 3380 (Zoning Ordinance) with particular emphasis on Section 17.03.020 (Purpose), Chapter 17.53 (Land Division Standards), and Chapter 17.72 (Applications and Review Process).

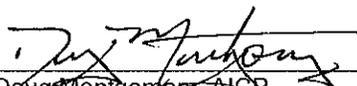
Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity to provide the Planning Commission opportunity to respond to the issue, precludes appeal to the City Council on that issue.

The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow this Commission to respond to the issue precludes an action for damages in circuit court.

The decision-making criteria, application, and records concerning this matter are available in the McMinnville Planning Department office at 231 NE Fifth Street, McMinnville, Oregon, during working hours.

For additional information contact Ron Pomeroy, Principal Planner, at the above address, or phone (503) 434-7311.

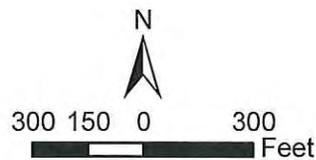
The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.



Doug Montgomery, AICP
Planning Director

(Map of area on back)

Vicinity Map



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City	State	Zip
1	R4524 00803	2924 SW 2ND ST	MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE	OR	97128
2	R4524DB02800	2942 SW 2ND ST	TEAL CREEK	TEAL CREEK DEVELOPMENT LLC	PO BOX 137	ST PAUL	OR	97137
3	R4524DB01600	3008 SW 2ND ST	LYONS LORA	LYONS LORA MAE TRUST	3008 SW 2ND ST	MCMINNVILLE	OR	97128
4	R4524DB02700	2946 SW 2ND ST	GOLDEN STEVEN	GOLDEN CHRISTIE A	2946 SW 2ND ST	MCMINNVILLE	OR	97128
5	R4524DB02600	2950 SW 2ND ST	LIMESAND PIYAMART	LIMESAND DARRIN M	2950 SW 2ND ST	MCMINNVILLE	OR	97128
6	R4524DB02100	100 SW MALLARD ST	DAVIS JESSE	DAVIS JESSE W	100 SW MALLARD ST	MCMINNVILLE	OR	97128
7	R4524DB02200	2984 SW 2ND ST	TASSY L	TASSY L DAVIS BUILDER INC	PO BOX 160	FOREST GROVE	OR	97116
8	R4524DB02300	2970 SW 2ND ST	GAMBLE MICHAEL	GAMBLE MICHAEL S	2017 SE RHODODENDRON AVE	DALLAS	OR	97338
9	R4524DB02400	2962 SW 2ND ST	MILNE MELINDA	MILNE GEORGE M	2962 SW 2ND ST	MCMINNVILLE	OR	97128
10	R4524DB02500	2958 SW 2ND ST	PRIMROSE JAMES	PRIMROSE AUDREE L	2958 SW 2ND ST	MCMINNVILLE	OR	97128
11	R4524DB01700	137 SW MALLARD ST	SHAW KENNETH	SHAW GAIL C	137 SW MALLARD ST	MCMINNVILLE	OR	97128
12	R4524DB02000	118 SW MALLARD ST	FEASEL ANDREW	FEASEL LAVERNE A	118 SW MALLARD ST	MCMINNVILLE	OR	97128
13	R4524DB03600	2981 SW REDMOND HILL RD	VILAK ESTHER	VILAK-DIXON REVOCABLE LIVING TRUST	PO BOX 190	SHERIDAN	OR	97378
14	R4524DB03500	2973 SW REDMOND HILL RD	HARLOW JORDAN	FULLER BRYNNA (WROS)	2973 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
15	R4524DB03400	2967 SW REDMOND HILL RD	EATON SHERMAN	EATON FAMILY TRUST	690 HERMOSA WAY	MENLO PARK	CA	94025
16	R4524DB03300	2961 SW REDMOND HILL RD	EDIE DAVID	EDIE JUDY T	2961 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
17	R4524DB03200	2955 SW REDMOND HILL RD	GUIDRY DANIEL	GUIDRY SHAWNA L	2955 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
18	R4524DB03100	2951 SW REDMOND HILL RD	BILBREY LORI	BILBREY MICHAEL K	2951 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
19	R4524DB03000	2947 SW REDMOND HILL RD	BARDESSONO BRUCE	WOFORD DAWN (WROS)	2947 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
20	R4524DB01800	191 SW MALLARD ST	CARVER TOBY	CARVER DAWN R	191 SW MALLARD ST	MCMINNVILLE	OR	97128
21	R4524DB02900	2943 SW REDMOND HILL RD	MACPHERSON WILLIAM	MACPHERSON SANDRA	2943 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
22	R4524DB01900	164 SW MALLARD ST	BEGGS MILDRED	BEGGS REVOCABLE LIVING TRUST	164 SW MALLARD RD	MCMINNVILLE	OR	97128
23	R4524 01001	3120 SW REDMOND HILL RD	ROOT DAVID	ROOT DAVID P SR & DONNA M	3120 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
24	R4524 02090		MCKEE PROPERTIES LLC	ATTN MCKEE BRUCE	23350 SW MCKEE RD	AMITY	OR	97101
26	R4524 01300	2700 SW REDMOND HILL RD	THOMPSON ANNE	THOMPSON ANNE W	15938 SW QUARRY RD SUITE B6	LAKE OSWEGO	OR	97035
27	R4524 01600		SQUIRREL HILL	SQUIRREL HILL LLC	38 COUNTRY CLUB DR SW	LAKEWOOD	WA	98498
28	R4524 01400		COOLEY JAMES	COOLEY JAMES E & DEBORAH J	3030 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
Owner	R4524 01200	2946 SW REDMOND HILL RD	ELMER DENNY	CS PROPERTY INVESTMENTS LLC	PO BOX 237	MCMINNVILLE	OR	97128

Date Sent 3/31/16

Sent By 

Ron Pomeroy

From: Roy B. Thompson [roythompson@comcast.net]
Sent: April 11, 2016 3:52 PM
To: Ron Pomeroy
Cc: thompson, anne; Banks, Mick
Subject: S 1-16 CS Property Investments LLC

Dear Ron;

We spoke today regarding the above referenced subdivision and some of the concerns Anne Thompson has regarding the property at 2700 Redmond hill Rd. that she is the owner of, and the proposed subdivision next door.

Please consider the following issues as those that Mrs. Thompson wants dealt with. If there is insufficient specificity please let me know and I will send greater detail.

1. **ERRECT A WALL:** The property at 2700 Redmond Hill Rd. is currently being used for agricultural purposes, specifically growing Marijuana. This growth would be able to be viewed by the residents of the subdivision. OAR 845-025-140 Producer Security Requirements, indicate that a producer must prevent public access and obscure from public view all areas of marijuana production. For this reason, the developers should be require to put up a wall/fence along the border with our property that would obscure the view of the marijuana growth and prevent access to the property from the new residents, as they are changing the nature of the adjacent property. This proposal unless handled properly will interfere with Mrs. Thompson use and enjoyment of her property.
2. **DEDICATE THE ROAD:** The road in front of our property must now be a city road and should be so dedicated as there is now dense residential city development, on three sides of the property.
3. **COMPLETE THE SIDEWALK:** As a safety measure, the developers should be require to finish the sidewalk to the property, at their expense, that ends at our northerly boundary. Otherwise there will no sidewalk raising a safety issue for pedestrian walking and biking along the road.
4. **DRAINAGE:** There is a major drainage problem that was supposed to be attended to when the development across the street was put in and allowed. Once again the road has flooded and our driveway destroyed and rendering the property inaccessible from Redmond Hill road until we can effectuate repairs. As you know , development of roads create water runoff at a greater pace and that has happened here. Now the subdivisions and development are causing much greater runoff in the spring which destroys the road into our property. This new subdivision will only make the problem worse and cause greater expense for us in the future. As it stand now, we have to repair the road that this runoff destroyed this year.

5. COVENANT NOT TO GROW: Because we are a working farm, we will come into natural conflict with the urban dwellers. There should be a covenant in the subdivision that there be no medical or recreational growth of this product and or hemp so as to avoid plants that could ruin the agricultural operation. Any plants that could cross pollinate the farm grow should be banned from the subdivision.

6. SETBACKS: There should be reasonable setbacks from any residential property/housing from the farming operation. How much buffer is to be determined, however farming operation use organically approved pesticides. It cannot be that the future residents will complain about legitimate farming operations, or the use of legal products to pursue that.

7. HEIGHT RESTRICTIONS: There may need to be height restrictions on the homes/building lots that can see over the wall and onto the property or we cannot prevent the visual obstruction that may be required for Marijuana production.

8. DEED RESTRICTIONS: Covenants to prevent any such issues should be contained within deeds to the lots and run with the land.

9. NON ORGANIC PESTICIDE RESTRICTIONS: Since the farm is an organic grow fact the residential development should also be restricted from using any products which might threaten the organic designation of the property. Please consider the water runoff possibilities here.

Regards,

Roy B. Thompson

THOMPSON BOGRAN, P.C.
A PROFESSIONAL CORPORATION

5 Centerpointe Dr., Suite 400A
Lake Oswego, OR 97035
Telephone: 503-635-3400
Cell: 503-381-9945
Facsimile: 503-635-3897

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Please consider the environment before printing.

Ron Pomeroy

From: Roy B. Thompson [roythompson@comcast.net]
Sent: April 12, 2016 7:54 AM
To: Ron Pomeroy
Subject: Re: S 1-16 CS Property Investments LLC

Ron;

Thanks for your confirmation receipt. Please also take a look at ORS 215.243 which concerns agricultural land use policy. also please see the Wikipedia Article on the right to farm laws in the USA and Oregon. There really should be some significant buffer zone between a farming operation and a significant residential development. As you know we are currently farming at the property.

Roy B. Thompson

THOMPSON BOGRAN, P.C.
A PROFESSIONAL CORPORATION

5 Centerpointe Dr., Suite 400A
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City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Presentation by Parks and Recreation on the Kids on the Block Program

BACKGROUND:

Attachments

Memorandum
Projections
KOB-MCB History
KOB Program Highlights



DATE: July 19, 2016
TO: McMinnville City Council
Martha Meeker, City Manager
FROM: Jay Pearson, Director
McMinnville Parks and Recreation Department
SUBJECT: Council Presentation: Kids on the Block/Mayor's Ball

During Tuesday's City Council meeting (July 26), Kids on the Block Program Manager, Janet Adams and I will present information regarding the City of McMinnville's award winning Kids on the Block after-school enrichment program, its evolution throughout its 28 year history including the formation and role of the Kids on the Block, Incorporated Advisory Board. We will also discuss our most important working partnership (and related financial resources) with the McMinnville School District, our long-standing partnership with Linfield College (staff resources and Work-Study Financial support), and our important partnership with the McMinnville business community and other financial contributors via the KOB, Inc. Advisory Board and the Mayor's Ball, the single most important financial resource supporting the KOB program for the past 27 years. We will discuss the evolution of the KOB program including a "current status" report, and we will discuss program sustainability, including the seven year, financial sustainability projection and related challenges included in your Council packet (I will bring an easier-to-read, hard copy of this document to each of you for your reference at the Council meeting.)

The Financial Sustainability Projections which are attached, include both the Kids on the Block Program budget and the Kids on the Block, Inc. organizational budget. Only the KOB Program budget actually appears in the City of McMinnville annual budget document. The KOB, Inc. organization is a separate, non-profit advisory organization with the singular mission of directly supporting the KOB Program.

As you review the attached Financial Sustainability Projections, which show revenues (front page) and expenses (second page) from the past 2015-16 fiscal year through projected budgets for the next seven years (through 2022-23) please note that the current KOB, Inc. Reserve Account (red numbers at top) show the reduction of those reserves over time, based on our revenue and expenditure assumptions about the future, including mandated minimum wage and

sick time cost increases. Note: Reserve funds accrued primarily during years when Federal 21st Century Learning Centers Grants awarded the School District supported past KOB Power Hour programs as well as some KOB Enrichment programming (thus reducing the annual expenditure of KOB, Inc. support during that period).

You will also see assumptions about Mayor's Ball revenues growing over time and the addition of a second, on-going revenue source, both within the KOB, Inc. budget. Within the KOB program budget, growth of KOB program revenues (higher fees) are also assumed. All of these assumptions require successful efforts by the KOB, Inc Board and Mayor's Ball Advisory Board teams. There is much work and coordination to do to ensure the City of McMinnville's successful and meaningful Kids on the Block Program continues to effectively and affordably serve children and families into the future.

One last budget note: The City of McMinnville general fund currently supports the Kids on the Block program with only \$35,000 direct funding support, and \$10,000 indirect staffing support annually (\$45,000 total). All other program costs are covered through registration fees, donations and Mayor's Ball proceeds. The KOB Program is approximately 91% self-supporting.

Understanding that there is an upcoming transition in McMinnville's Mayoral leadership (and therefore some uncertainty regarding the role of the long standing Mayor's Charity Ball Advisory Board) it would be our recommendation that for one year only, the 2017 Mayor's Ball be sponsored by KOB, Incorporated, to allow the new Mayor to observe and learn more about the event itself and most importantly, its significance to the Kids on the Block Program. Next Spring, following the 2017 Ball and having experienced the event and with greater understanding of the significance the Mayor's Ball plays in the financial sustainability of the KOB Program, the new Mayor can determine with further discussion with the Council and staff, if he/she wishes to continue the Mayor's sponsorship of the Ball as a benefit for Kids on the Block.

Thank you very much.

Jay Pearson, Director
McMinnville Parks and Recreation Department

REVENUES --- Account Description	Projected 2015-16	Projection 2016-17	Projected 2017-18	Projected 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	Projected 2022-23	Projected 2023-24
KOB, Inc Reserve	880,000	779,725	674,259	584,883	492,765	417,002	332,899	258,756	182,156
REVENUES									
KOB, INC. REVENUES									
Mayor's Charity Ball	40,000	60,000	75,000	75,000	85,000	85,000	95,000	95,000	
KOB Inc. Donations	250	250	500	500	500	500	500	500	
KOB Inc. Sponsorships & Scholarships	0	0	1,000	1,000	1,000	1,000	1,000	1,000	
KOB Inc. Interest & Dividends	3,800	3,500	3,000	3,000	2,500	2,000	1,700	1,200	
KOB, Inc. Cap.Gains on Investments	4,700	4,500	4,000	4,000	3,500	3,000	1,500	1,200	
New Annual Giving (begin 2017-18)	0	0	12,500	20,000	25,000	25,000	30,000	32,000	
FROM KOB RESERVE FUND	100,275	105,466	89,376.00	92,118	75,763	84,103	74,143	76,600	
Sub-Total KOB INC. Revenues	149,025	173,716	185,376	195,618	193,263	200,603	203,843	207,500	
KIDS ON THE BLOCK Program REVENUES									
City - KOB Program Revenues									
Kids on the Block - PROGRAM REGISTRATION FEES	189,500	198,000	208,000	218,500	229,500	240,975	260,250	276,000	
City of McMinnville - KOB Misc. Donations	1,000	50	1,000	1,000	1,000	1,000	1,000	1,000	
City of McMinnville - KOB Other Income	200	200	500	500	500	500	500	500	
City of McMinnville - KOB PROGRAM SUPPORT	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	
School District #40 - KOB PROGRAM SUPPORT	In-Kind	In-Kind	In-Kind	In-Kind	In-Kind	In-Kind	In-Kind	In Kind	
Linfield College DONATION - Workstudy	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	
KOB Inc. DONATION - KOB Support	109,125	120,716	134,876	135,118	130,763	141,603	137,343	139,000	
KOB Inc. DONATION - Enrichment Program Support	24,000	24,000	24,000	30,000	30,000	30,000	35,000	35,000	
KOB Inc. DONATION - Staff Training & Misc Support	3,900	4,000	4,000	5,000	5,000	5,000	5,500	5,500	
Sub-Total City KOB	395,225	414,466	439,876	457,618	464,263	486,578	507,093	524,500	
City - Miscellaenous Revenue									
Mayor's Ball DONATION - Director	5,000	15,000	15,000	15,000	15,000	15,000	20,000	20,000	
Sub-Total City Miscellaneous Revenues	5,000	15,000	15,000	15,000	15,000	15,000	20,000	20,000	
Total ORGANIZATION REVENUES	544,250	588,182	625,252	653,236	657,526	687,181	710,936	732,000	
TOTAL ORGANIZATION REVENUES	544,250	588,182	625,252	653,236	657,526	687,181	710,936	732,000	
Less: KOB Inc. Support Transfer of Funds	(137,025)	(148,716)	(162,876)	(170,118)	(165,763)	(176,603)	(177,843)	(179,500)	
Total KOB INC. & KOB REVENUES	407,225	439,466	462,376	483,118	491,763	510,578	533,093	552,500	

EXPENDITURE --- Account Description	Projected 2015-16	Projection 2016-17	Projected 2017-18	Projected 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	Projected 2022-23
EXPENDITURES:								
KOB INC. EXPENDITURES								
City Reimbursement for Kids on the Block	109,125	120,716	134,876	135,118	130,763	141,603	137,343	139,000
City Reimbursement for KOB Enrichment	24,000	24,000	24,000	30,000	30,000	30,000	35,000	35,000
City Reimbursement for KOB Staff Training & Misc	3,900	4,000	4,000	5,000	5,000	5,000	5,500	5,500
Director's & Officers Insurance	3,000	3,000	3,000	3,500	3,500	3,500	3,500	3,500
Taxes and Fees	2500	2,500	2,500	3,000	3,000	2,500	3,000	3,000
Miscellaneous (includes \$1000 scholarships)	0	0	0	0	1,000	1,000	1,000	1,000
Mayor's Charity Ball Tickets for Site Leaders	0	0	0	0	0	0	0	0
Printing, Publicity, Postage	500	1,500	1,000	1,500	3,500	1,000	1,000	2,000
Marketing	1,000	5,500	1,000	2,500	1,500	1,000	2,500	3,500
Sub-Total KOB INC. Expenditures	144,025	161,216	170,376	180,618	178,263	185,603	188,843	192,500
KIDS ON THE BLOCK PROGRAM EXPENDITURES:								
City - KOB Expenditures								
KOB - Recreation Program Manager	69,111	69,826	70,873	72,290	73,735	75,578	77,468	81,000
KOB - Recreation Leadership	172,000	184,628	191,628	198,828	206,028	217,500	228,625	240,500
KOB - Fringe Benefits	58,797	63,595	81,375	81,000	81,000	85,000	87,000	88,000
KOB - REC PROGRAM EXPENSE - Supplies	14,000	14,000	14,000	15,000	15,000	15,000	15,500	15,500
KOB - REC PROGRAM EXPENSE - Workstudy	30,000	30,000	32,500	32,500	32,500	32,500	32,500	32,500
KOB - REC PROGRAM EXPENSE - Enrichment Programs	24,000	24,000	24,000	30,000	30,000	35,000	35,000	35,000
KOB - REC PROGRAM EXPENSE - Miscellaneous	3,900	4,000	4,000	5,000	5,000	5,000	5,000	5,500
KOB - Materials & Services - Miscellaneous	13,417	11,917	11,500	13,000	11,000	11,000	11,000	11,500
City of McMinnville - INDIRECT EXPENDITURES	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sub-Total City KOB	395,225	411,966	439,876	457,618	464,263	486,578	502,093	519,500
City - Miscellaneous Expenditures								
Mayor's Ball Director	5,000	15,000	15,000	15,000	15,000	15,000	20,000	20,000
Sub-Total City Miscellaneous Expenditures	5,000	15,000	15,000	15,000	15,000	15,000	20,000	20,000
Total Organization Expenditures	544,250	588,182	625,252	653,236	657,526	687,181	710,936	732,000
Less: KOB Inc. Support Transfer of Funds	(137,025)	(148,716)	(162,876)	(170,118)	(165,763)	(176,603)	(177,843)	(179,500)
Total KOB INC. & KOB PROGRAM EXPENDITURES	407,225	439,466	462,376	483,118	491,763	510,578	533,093	552,500

History of the KOB Program, KOB Inc., the Mayor's Charity Ball, and Other KOB Partners (School District, Linfield, KOB Parents)

1989

- The McMinnville City Council and McMinnville School Board met to discuss issues of common interest. A discussion of unsupervised children in neighborhoods and on school grounds during after school hours was one issue that was addressed and resulted in the Parks & Recreation Department creating the Kids on the Block After-School Program at 3 schools, 3 hours per day, 3 days per week. Approximately 100 kids initially attended these programs. The Parks & Recreation Department took the lead on program development and oversight, registration, and staffing. Jay Pearson was the first program director. The School District provided program space.
- KOB Program Fee = \$10

1990

- Community Leader Dale Tomlinson helped establish KOB, Inc., a non-profit organization of business and community leaders committed to supporting additional enrichment opportunities for children through the KOB program.
- KOB Inc. began funding a part-time program position to recruit and coordinate volunteer activity leaders to provide expanded enrichment program opportunities. Linda Dollinger was hired for this position.
- Mayor Ed Gormley established the annual Mayor's Charity Ball to benefit the KOB After-School Program. The majority of the proceeds (approximately \$9k the first year) were turned over to KOB, Inc. which was tasked with the responsibility of stewarding the funds and donating needed funds back to the City for the KOB program.
- KOB expanded to five days per week at all elementary schools.

1991

- The City of McMinnville received the League of Oregon Cities First Place Award of Excellence in recognition of Kids on the Block Program.
- Mayor's Charity Ball raises \$13,693.

1992

- Mayor's Charity Ball raises \$16,028.

1993

- Mayor's Charity Ball raises \$26,679.

1994

- Mayor's Charity Ball raises \$25,317

1995

- Mayor's Charity Ball raises \$32,309.

1996

- Mayor's Charity Ball raises \$37,474.

Mid 1990's

- Linfield College added the KOB After-School Program to their approved Federal Work-Study positions, initially the only federally-funded off-campus employment for Linfield students. For each work-study student hired, the City pays 25% of the student's wages and Linfield pays 75%.

1997

- Mayor's Charity Ball raises \$47,605.

1998

- Mayor's Charity Ball raises \$66,251.

1999

- Mayor's Charity Ball raises \$74,396.

2000

- The 10th Annual Mayor's Charity Ball raises \$72,000.

Early 2000's

- With an eye toward the long-term sustainability of the City's KOB program, the KOB Inc. Board encouraged the City and School District to increase their annual financial commitment. The City Council agreed to earmark \$55,000 in general funds to support the KOB After-School program each year. McMinnville School District also agrees to contribute \$55,000 per year to support the program. The City's contribution is approximately \$45,000 from general funds and \$10,000 in indirect support for operating the Mayor's Charity Ball.

2001

- Mayor's Charity Ball raises \$90,644.

2002

- Mayor's Charity Ball raises \$98,865.

2003

- The McMinnville School District independently developed the 1-hour Power Hour program (separate from the KOB program) with the intention of having classroom teachers provide students with additional academic support. A large number of KOB participants also participated in the school district's program.
- The Parks & Recreation Department and School District determined that meshing the complementary KOB and Power Hour programs would be an effective use of resources, enhance the City's KOB program, and further strengthen the partnership.
- Mayor's Charity Ball raises \$98,078.

2004

- McMinnville School District was awarded a 5-year 21st Century Learning Center grant to fund the KOB program (particularly the Power Hour segment) which allowed KOB Inc. to save the proceeds

of the Mayor's Ball for several years, establishing a reserve fund for the long-term sustainability of the KOB program.

- With this funding, the school district is also able to provide an after-school snack and bus transportation for KOB participants.
- Mayor's Charity Ball raises \$114,485.

2005

- The 15th Annual Mayor's Charity Ball raises \$132,355.

2006

- Mayor's Charity Ball raises \$149,143.

2007

- Oregon Superintendent of Education recognizes the City of McMinnville for Outstanding Community Collaboration on the KOB program. The City's KOB program was one of only two organizations to be recognized that year.
- Linda Dollinger retired after 17 years managing the KOB program. Janet Adams was hired.
- As part of the overall strategy for long-term sustainability of the program, the Parks & Recreation Department determined a trajectory of program fee increases to cover the City's basic cost of operating the program. KOB Inc. shifted focus from funding the KOB program in general to specifically supporting special enrichment programs and providing financial assistance for low-income and homeless students. Annual KOB program fee = \$150.
- Mayor's Charity Ball raises \$172,747.

2008

- Mayor's Charity Ball raises \$176,285.

2009

- The School District's 21st Century grant ended. KOB Inc. accrued Mayor's Ball proceeds for the past 5 years, successfully establishing a healthy reserve fund for the long-term sustainability of the program.
- Collaboration continues with the School District on the Power Hour segment of the KOB program with support from funds stewarded by KOB Inc. in lieu of the recently-ended grant funding.
- Annual KOB program fee = \$200.
- Mayor's Charity Ball raises \$164,808.

2010

- KOB Inc. steps in to contract with and pay Mayor's Ball Director Pam Watts to continue managing the event during the transition year between Ed Gormley and Rick Olson.
- The 20th annual Mayors Ball raises
- Annual KOB program fee = \$250
- Mayor's Charity Ball raises \$136,293.

2011

- McMinnville School District receives second 21st Century Learning Center grant (3 years only). These funds again cover the majority of the cost of the KOB program (including the Power Hour segment), allowing KOB Inc. to further strengthen the reserve fund for long-term program sustainability.
- Annual KOB program fee = \$300.
- Mayor's Charity Ball raises \$111,588.

2012

- Faced with a struggling economy, the City and School District recognized the need to decrease their respective annual contributions from \$55,000 to \$45,000 with the necessary additional balance to come from KOB Inc. The City's contribution is approximately \$35,000 in general funds and the balance in support of the Mayor's Charity Ball.
- Annual KOB program fee = \$350.
- Mayor's Charity Ball raises \$115,215.

2013

- The 2013-2014 fiscal year marks the city's 25th anniversary of operating the KOB program.
- Annual KOB program fee = \$400.
- Mayor's Charity Ball raises \$100,254.

2014

- The School District's second 21st Century Learning Center grant ends. The cost for operating the Power Hour segment of the KOB program (4 hours of the total 15 hour per week program) has grown to nearly 40% of the overall KOB program budget, and the focus has shifted from general academic support to targeted academic intervention. KOB Inc. is concerned that the cost is unsustainable, and that the focus has shifted away from the KOB program's original intent.
- Annual KOB program fee = \$500
- The 25th Annual Mayor's Ball raises \$45,455.

2015

- KOB returns to the original program format of 3 hours per day, focusing on offering a safe, fun after-school program, expanded recreational enrichment opportunities, and a short period of homework assistance.
- The school district ends the Power Hour segment of the KOB program and shifts its annual \$45,000 contribution to supporting Success Now, its new targeted academic intervention program. (KOB Inc. and the Mayor's Charity Ball do not fund this program.)
- The school district continues to provide facilities, snacks, and bus transportation.
- Annual KOB program fee = \$525.
- Mayor's Charity Ball raises \$23,108.

2016

- Annual KOB program fee = \$550 for the 2015-2016 school year. [\$575 in 2016-2017]
- Mayor's Charity Ball raises \$37,719.



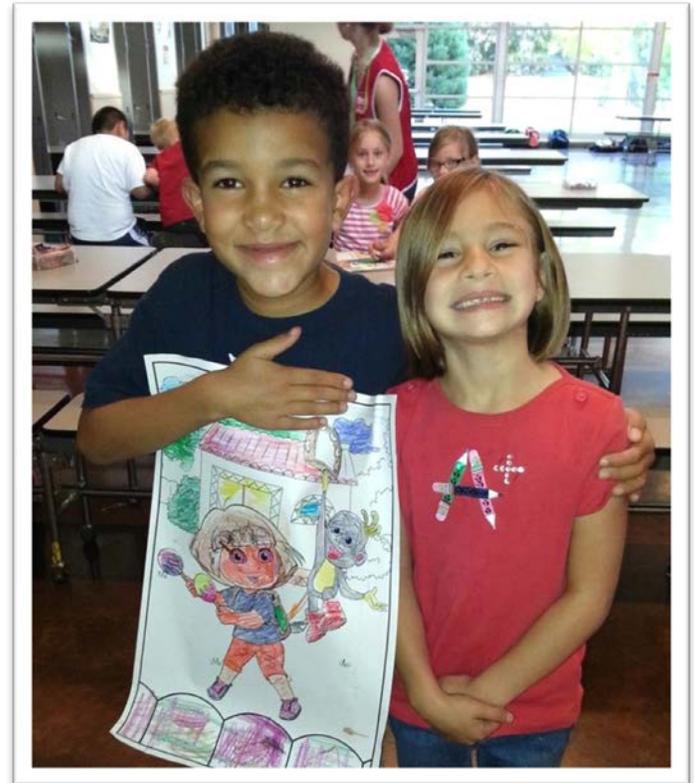
Parks & Recreation Department's
Kids on the Block After-School Enrichment Program

"We're so thankful for the program and would have been lost without it . We are lucky to have this program for our kids!"
(Heather Acker, parent of 2 KOB Kids)

"The most effective method of creating a strong community is by developing the youth within that community. The City of McMinnville's KOB After-School Program provides growth, opportunity, and support for children to become strong components of a great community."
(Peter Kircher, Owner of Golden Valley Brewery)

"One of the key opportunities for young Oregonians, missing from far too many of our communities, is access to high-quality, hands-on learning that can help prepare young people for living wage careers. Both in-school and out-of-school opportunities should be a priority as we discuss ways to promote healthy development of our youth."
(Brad Avakian, Labor & Industries Commissioner)

"[I want] to highlight the importance of afterschool programs as part of developing our youth. My belief, as a member of the Health and Education Committee, is that it [afterschool programs] is a very important component."
(US Senator Jeff Merkley)



2015-2016 KOB Program Highlights

Created life-enriching recreational experiences, a nurturing environment, and a fun and safe place to be for **437 children** in 1st – 5th grades

Supported an estimated **600 working parents** with quality afterschool care for their kids

Vicariously supported an estimated **240 employers** whose employees could focus on work rather worry about their children

Offered part-time **employment** to **81** local adults and college students

Provided **financial assistance** to **317** students from families whose household income is so low that they qualify for state assistance. Of these, at least one third live in poverty.

AMERICA AFTER3PM

Afterschool programs are a smart investment that keeps kids safe.

JUVENILE CRIME PEAKS AFTER SCHOOL

11.3 million kids

are alone and unsupervised from 3 to 6 p.m.



Afterschool is the peak time for kids to

- commit crimes or become victims of crimes
- experiment with drugs, alcohol, cigarettes & sex

KEEP KIDS SAFE

83%

of parents with a child in an afterschool program say programs can help reduce the likelihood that kids will

- commit a crime
- use drugs
- become a teen parent



SAVE TAX DOLLARS



Every **\$1** invested in afterschool programs saves **\$9** by

-  Reducing crime and welfare costs
-  Improving kids' performance at school
-  Increasing kids' earning potential

Learn more at www.afterschoolalliance.org/AA3PM





City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Update on Enforcement Activities Related to Nuisance Properties

BACKGROUND:

Attachments

Nuisance Properties Memorandum



TO: Mayor and Council

FROM: David Koch
City Attorney

DATE: July 20, 2016

RE: Nuisance Properties

At the Council meeting, staff will discuss the approaches that the City takes to address nuisance activities occurring on property within the City. Three general approaches will be discussed, including the enforcement of public nuisance ordinances, criminal offenses, and chronic nuisance properties. Three properties will be highlighted and discussed to illustrate current enforcement activities.

With respect to public nuisance ordinances, the City of McMinnville has adopted several ordinances over the years that are intended to address activities and conditions that are considered to be public nuisances. These ordinances, which are described and quoted below, include the following:

Chapter 8.16 Nuisances

- 8.16.150 Unnecessary Noise – Ord. 2963 (1961)
- 8.16.158 Nuisances affecting public health – Ord. 4409 (1987)
- 8.16.162 Attractive nuisances – Ord. 4409 (1987)
- 8.16.168 Scattering rubbish – Ord. 4409 (1987)
- 8.16.180 Junk – Ord. 4409 (1987)
- 8.16.182 Enumerated nuisances – Ord. 4409 (1987)

Other Nuisances

- Chapter 8.08 Rat Control – Ord. 2396 (1950)
- Chapter 8.12 Weed Control – Ords. 4138 (1981) and 4923 (2010)
- Chapter 8.28 Discarded Vehicles - Ord. 4384 (1986)

Chapter 8.16 Nuisances

There are a number of declared public nuisances described in this chapter, and while they all can be useful, the most common ones that are used by the City are the following:

8.16.150 Unnecessary Noise – Ord. 2963 (1961)

“No person shall make, assist in making or permit any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others.”

Thirteen specific examples of unlawful noise are provided, but the list is not exclusive.

8.16.158 Nuisances affecting public health – Ord. 4409 (1987)

“No person cause or permit a nuisance affecting public health on property owned or controlled by him.”

Nine specific examples of nuisances affecting public health are provided, but the list is not exclusive. Specific Examples include:

- “Accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the city;
- “Decayed or unwholesome food offered for human consumption;
- “Premises that are in such a state or condition as cause an offensive odor or that are in an unsanitary condition;
- “Drainage of liquid wastes from private premises.”

8.16.162 Attractive nuisances – Ord. 4409 (1987)

“No owner or person in charge of property shall permit on the property:

1. Unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children;
2. Lumber, logs or piling placed or stored in a manner so as to be attractive, dangerous and accessible to children.”

“This section does not apply to authorized construction projects with reasonable safeguards to prevent injury or death to playing children.”

8.16.168 Scattering rubbish – Ord. 4409 (1987)

"No person shall deposit, permit, or allow, on public or private property, bush, trash, debris, refuse or any substance that would ate a stench or fire danger, detract from the cleanliness safety of the property or would be likely to injure a pet, animal, or vehicle traveling on a public way."

"Rubbish, trash, debris, or refuse in sealed containers or in plastic bags placed for collection by the soil waste collector or recyclable material collector is not within the terms of this chapter unless left on private property for more than one week."

8.16.180 Junk – Ord. 4409 (1987)

"No person shall keep junk outdoors on a street, lot, or premises or in a building that is not wholly or entirely enclosed except for doors used for ingress or egress."

"The term "junk," as used in this section, include all nonoperative motor vehicles, motor vehicle parts, abandoned automobiles, machinery, machinery parts, appliances or appliance parts, iron or other metal, glass, paper, lumber, wood, or other waste or discarded material."

"This section does not apply to junk kept in a licensed junkyard or automobile wrecking house."

8.16.182 Enumerated nuisances – Ord. 4409 (1987)

"The acts, conditions or objects specifically enumerated and defined in Sections 8.16.152 to 8.16.180 are declared public nuisances and may be abated by the procedures set forth in Sections 8.16.185 to 8.16.220."

"In addition to the nuisances specifically enumerated in this or any other ordinance, every other thing, substance or act that is determined by the council to be injurious or detrimental to the public health, safety, or welfare of the city is declared a nuisance and may be abated as provided in this chapter."

8.16.185 – 8.16.230 Abatement Procedures – Ord. 4409 (1987)

The enumerated abatement procedures involve issuing a minimum 7-day notice to the responsible party, a hearing before the municipal court seeking an order from the judge to abate the nuisance, authority to seize property constituting the nuisance, sale or disposal of the property if not redeemed by the owner, and assessment of costs of abatement against the owner.

"If the costs of the abatement are not paid within thirty days from the date of the notice, or within ten days of a council determination made under subsection B of this section, assessment of the costs shall be made by council resolution and be entered in the docket of city liens.

When the entry is made, it shall constitute a lien on the real property from which the nuisance was removed or abated.”

“The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the rate of nine percent per year. Interest shall accrue from the date of the entry of the lien into the lien docket.”

8.16.240 Penalty – Ord. 2963 (1961)

“Any person violating 8.16.240 any of the provisions of this chapter shall, upon conviction thereof, be punished by imprisonment for a period not to exceed ninety days, or by a fine not to exceed three hundred dollars, or both. Each day's violation of a provision of this chapter shall constitute a separate offense.”

“The abatement of a nuisance as provided in chapter shall not constitute a penalty for violation chapter, but shall be in addition to any penalty imposed a violation of the chapter.”

Other Nuisances

In addition to the nuisances described in Chapter 8.16, three other Chapters of Title 8 describe activities and conditions that have been declared as public nuisances by the City. These are as follows:

Chapter 8.08 Rat Control – Ord. 2396 (1950)

“Buildings or structures in the city shall be freed of rats, and maintained in a rat-free condition to the satisfaction of the chief of police.”

“It is unlawful for any person to place, leave, dump or permit to accumulate any garbage or trash in any building, structure or premises so that the same affords food or harborage for rats, or to dump or place on any premises, land or waterway any dead animals or waste vegetable or animal matter of any kind.”

“It is unlawful for any person to accumulate or permit the accumulation on any open lot, or other premises, of any lumber, boxes, barrels, bricks, stones, scrap metal, motor vehicle bodies or parts, or similar materials, rubbish or any articles of junk which provide rat harborage, unless the same are placed on open racks that are elevated not less than eighteen inches above the ground, evenly piled or stacked.”

“Any person who violates any provision of this chapter shall be punished by a fine of not more than three hundred dollars or imprisonment of not more than ninety days or both. Each day's violation shall constitute a separate offense.”

Chapter 8.12 Weed Control – Ords. 4138 (1981) and 4923 (2010)

“Unless otherwise provided in this Chapter, the owner or occupant of any lot or parcel of land in the city shall cut close to the ground and remove or destroy all brush, weeds, thistles, grass, or other rank or noxious vegetation (as classified by the Oregon State Weed Board) growing to a height greater than 10 (ten) inches upon said lot or parcel of land when directed to do so in accordance with this Chapter.”

“Any person, firm or corporation owning, possessing, or having the care or custody of any lot or parcel of land within the city shall be in violation of this chapter if he fails or neglects to remove those items . . . upon receipt of notice from the City. [Limited Exceptions are allowed, i.e. wetlands vegetation, conservation easements, parks and golf courses].”

“If any person, firm or corporation owning, possessing, or having care or custody of any lot or parcel of land within the city fails or neglects to destroy the brush, grass or weeds within 10 (ten) days of the notice specified in Section 8.12.030, the Code Enforcement Officer or designee may go upon such lots or parcels with such assistance as he may deem necessary and destroy and eradicate said brush, grass or weeds in such manner as in his judgment shall be most effective.”

“Upon the completion of the work, the Code Enforcement Officer or designee shall file with the City Finance Department an itemized statement of the cost thereof plus 25 (twenty-five) percent to cover the expense of inspection, overhead, enforcement of this chapter and the service or posting of the notice required in Section 8.12.030, but the minimum charge for any lot or parcel of land shall be 50 (fifty) dollars.”

“The City Finance Department, after having received an itemized statement from the Code Enforcement Officer or designee, shall place a lien upon the property involved to be enforceable against said property in the same manner as provided for the enforcement of liens for street improvements.”

“A person convicted of violating a provision of this ordinance shall, upon conviction, be punished by a fine of not more than 500 (five hundred) dollars for each day that the violation continues.”

Chapter 8.28 Discarded Vehicles - Ord. 4384 (1986)

“No person shall store or permit the storage of a discarded vehicle upon private property within the city unless the vehicle is completely enclosed within a building or unless it is in connection with lawfully conducted business dealing in junked vehicles.”

The enumerated abatement procedures involve issuing a minimum 7-day notice to the responsible party, a hearing before the municipal court seeking an order from the judge to

abate the nuisance, authority to seize property constituting the nuisance, sale or disposal of the property if not redeemed by the owner, and assessment of costs of abatement against the owner.

“If the costs of the abatement are not paid within thirty days from the date of the notice, or within ten days of a council determination made under subsection B of this section, assessment of the costs shall be made by council resolution and be entered in the docket of city liens. When the entry is made, it shall constitute a lien on the real property from which the nuisance was removed or abated.”

“The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the rate of nine percent per year. Interest shall accrue from the date of the entry of the lien into the lien docket.”



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Ordinance No. 5006: An Ordinance of the City of McMinnville describing the method for calculating parking time limits, repealing Ordinance 4985, repealing and replacing Section 32 of Ordinance 3629, and declaring an emergency.

BACKGROUND:

Within the McMinnville Downtown Business District, parking congestion has been identified as a problem that can deter customers from shopping at and acquiring services from downtown businesses. In its communications with downtown business owners and employees, the McMinnville Downtown Association (MDA) has estimated that the value of each downtown parking space is worth approximately \$17,000 to \$20,000 in annual customer spending. (See attached)

To address the parking congestion issues and encourage the availability of prime downtown parking spaces for customers of downtown businesses, the City has designated certain areas for time limited parking of 30 minutes or 2 hours. The purpose of the time limited parking zones is to discourage business owners and employees from tying up prime downtown parking spaces for an entire day. At the same time, the City provides free all day parking along City street and within parking lots located no more than 2-3 blocks away from most downtown businesses. A downtown parking map is attached to this memo.

The City's current parking ordinance was adopted on August 1, 1972, when the McMinnville City Council adopted Ordinance 3629, an Ordinance controlling vehicular and pedestrian traffic within the City of McMinnville, including the parking of vehicles. Section 32 of Ordinance 3629 (codified as MMC 10.28.100) provided that "[w]here maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking." (See attached)

In 2014, the City acquired new technology that allowed the Parking Enforcement Officer to electronically tag vehicles at the start of the time limit period, replacement the old "chalk mark on the tire" system. At the same time, it was recognized that some individuals had historically engaged in a practice of parking in the downtown core and moving their vehicles just a few spaces every few hours in order to avoid remaining in any one space beyond the time limits. The effect of such behavior is to reduce the number of downtown parking spaces available to customers just as effectively as if the person had remained parked in the same downtown space all day.

These concerns were raised by leadership of the McMinnville Downtown Association and others, who encouraged the City to revise the ordinance and improve enforcement of the parking restrictions in the downtown core. To address these concerns, and to clarify the prohibitions against repositioning vehicles within a block or parking lot during the day, the McMinnville City Council adopted Ordinance 4985, on November 18, 2014. The ordinance amended MMC Section 10.28.100 by adding the term “block face” as well as a definition for that term, and clarifying that “leaving from and returning to” the same block face during a day would not extend the time limit for parking. (See attached)

On July 13, 2016, Municipal Court Judge Cynthia Kaufman Noble held a non-jury trial at the request of local attorney Scott Hodgess, to consider Mr. Hodgess’ challenge of two parking tickets that he received in April 2016. At the end of the trial, Judge Kaufman Noble dismissed the parking tickets and declared that McMinnville Municipal Code (MMC) Section 10.28.100, as amended in 2014, was impermissibly vague and unenforceable. Although a written decision was not available at the time this memo was written, it was my understanding that the judge was concerned that the ordinance did not clearly articulate what conduct is or is not prohibited.

As a result of the Judge’s ruling, the City is proposing to repeal MMC Section 10.28.100, and adopt new language to clarify the method of calculating the maximum parking time limits along blocks faces and within parking lots. The proposed language accomplishes the following:

- Provides that the time limit begins to accrue for each block face or parking lot the first time a vehicle parks along that block face or within that parking lot during a single parking day.
- Provides that moving a vehicle within a block face or parking lot does not extend or reset the time limit during that parking day.
- Provides that moving a vehicle away from the block face or out of the parking lot does not extend or reset the time limit if the vehicle returns to that location during that parking day.
- Removes any reference to parking lots from the definition of block face.
- Defines a parking day as a single calendar day between the hours of 9 a.m. and 6 p.m.

The proposed revisions have been reviewed by Judge Kaufman Noble, who expressed support for the revised wording.

In addition to revising the ordinance, the City will be working to develop and install new signage that will reference the method for calculating the time limits per block face and parking lot. An example of such signage, which is used by the City of Salem, Oregon, is attached to this memo.

RECOMMENDATION:

Staff recommends that the City Council adopt the ordinance, describing the method for calculating parking time limits.

Attachments

- Ordinance 5006
 - Parking Reminder
 - Map
 - Enacting Ordinances
 - Sign Picture
-

ORDINANCE NO. 5006

An Ordinance of the City of McMinnville describing the method for calculating parking time limits, repealing Ordinance 4985, repealing and replacing Section 32 of Ordinance 3629, and declaring an emergency.

RECITALS:

On August 1, 1972, the McMinnville City Council adopted Ordinance 3629, an Ordinance controlling vehicular and pedestrian traffic within the City of McMinnville, including the parking of vehicles. Section 32 of Ordinance 3629 (MMC 10.28.100) provided that “[w]here maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking.”

On November 18, 2014, at the request of the McMinnville Downtown Association and others, the McMinnville City Council adopted Ordinance 4985, which amended MMC 10.28.100, in an attempt to clarify the intent of the ordinance and to improve enforcement of the ordinance.

On July 13, 2016, the McMinnville Municipal Court Judge reviewed MMC 10.28.100 during a trial related to the enforcement of two parking tickets and held that the provisions of the ordinance were impermissibly vague and unenforceable.

The proposed revisions of this Ordinance are intended to address the Judge’s concerns by clarifying the method of calculating the maximum parking time limits. Due to the nature of the recent Municipal Court decision, time is of the essence in the adoption of new ordinance language.

Now, therefore, THE COMMON COUNCIL FOR THE CITY OF McMINNVILLE
ORDAINS AS FOLLOWS:

1. Ordinance 4985 is repealed in its entirety.
2. Ordinance 3629, Section 32, is repealed and replaced as follows:

Calculation of Maximum Parking Time Limits. Where a maximum parking time limit is designated by sign, the time period shall begin at the first instance that the vehicle is parked along a block face or within a parking lot during a parking day. Any vehicle parked within the same block face or parking lot after the expiration of the maximum parking time limit during a single parking day shall be in violation of the parking time limit, notwithstanding that the vehicle may have been moved to another location within the same block face or parking lot, or that the vehicle may have departed and returned to the same block face or parking lot during that parking day.

- A. “Block face” is defined as one side of the street between two intersecting streets.
- B. “Parking day” is defined as a single calendar day between the hours of 9 a.m. and 6 p.m.

3. An emergency is hereby declared, making this Ordinance effective immediately upon its passage.

Passed by the Council this 26th day of July 2016, by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of July 2016.

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY

Prime Downtown Parking is for Customers Only (It's Time for a Reminder)

Spaces are worth \$17,000 to \$20,000 each annually

The McMinnville Downtown Association urges downtown business owners and their employees not to park in prime customer spots because it's costing them significant income when they do.

According to a study done by John D. Edwards, a nationally known traffic engineer in transportation planning and parking, every spot in front of downtown businesses is worth \$17,000 to \$20,000 per year in consumer spending. Edwards is the author of "The Parking Handbook for Small Communities," and has done numerous studies for Main Street Communities across the country. West Bend, Wisconsin, was just one of those communities and we'll cite it here because at the time the study was done, it was about the same size as McMinnville is today.

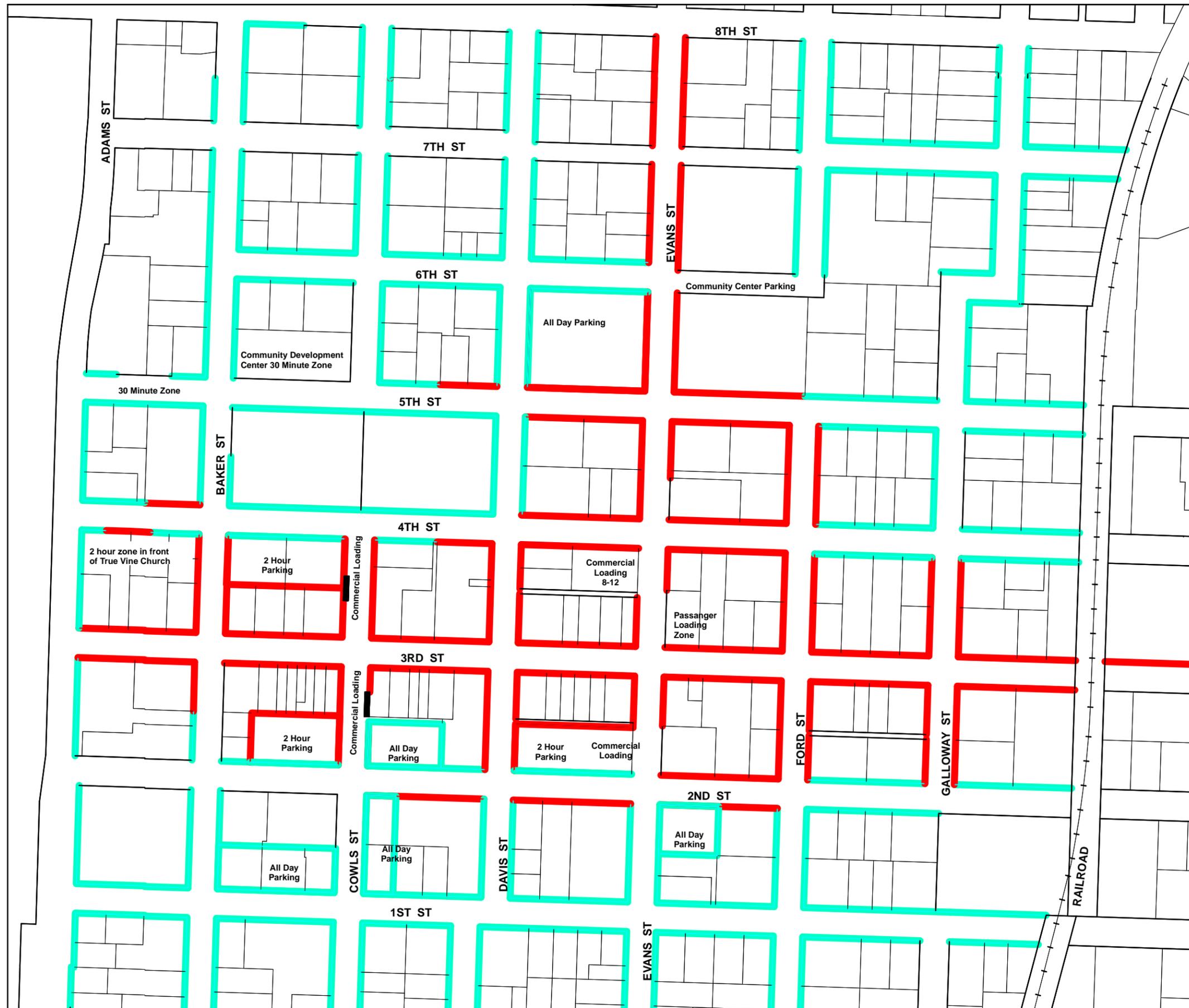
Residents of West Bend had the perception that parking downtown was in short supply and therefore wouldn't come downtown to shop. It was such a problem that business owners and employees were required to register their primary vehicle's license number with the police department. A community service officer then policed those cars and wrote tickets with a higher fine for infractions. The program was highly successful and customers reporting improved access to parking over the course of the study.

Let's set a goal for Historic Downtown McMinnville: Let's monitor our own parking so we don't have to resort to registering employee vehicles.

Let's make it better for all of us – prime parking is for customers only!

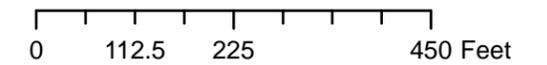


Free Downtown Parking



Legend

- Unrestricted Parking
- 2 Hr Parking Limit



ORDINANCE NO. 3629

An Ordinance controlling vehicular and pedestrian traffic; providing penalties; and repealing ordinances.

The City of McMinnville Ordains as Follows:

Section 1. Short Title. This ordinance may be cited as The City of McMinnville Uniform Traffic Ordinance.

State Traffic Laws

Section 2. Applicability of State Traffic Laws. Violation of Oregon Revised Statutes, Chapters 481, 482, 483, 484, and 485 as now or hereafter constituted shall be an offense against the city.

DEFINITIONS

Section 3. Definitions.

(1) In addition to those definitions contained in the above ORS chapters, the following words or phrases, except where the context clearly indicates a different meaning, shall mean:

(a) Bicycle. A non-motorized vehicle designed to be ridden, propelled by human power, and having two or more wheels the diameter of which are in excess of 10 inches or having two or more wheels where any one wheel has a diameter in excess of 15 inches.

(b) Bus stop. A space on the edge of a roadway designated by sign for use by buses loading or unloading passengers.

(c) Holiday. New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other day proclaimed by the Council to be a holiday.

(d) Loading zone. A space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours of specified days.

(e) Motor vehicle. Every vehicle that is self-propelled, including tractors, fork-lift trucks, motorcycles, road building equipment, street cleaning equipment, and any other vehicle capable of moving under its own power, notwithstanding that vehicle may be exempt from licensing under the motor vehicle laws of Oregon.

(f) Park or parking. The condition of:

(1) A motor vehicle that is stopped while occupied by its operator with the engine turned off.

(2) A motor vehicle that is stopped while unoccupied by its operator whether or not the engine is turned off.

(g) Pedestrian. A person on the public right-of-way except:

(1) The operator or passenger of a motor vehicle or bicycle.

(2) A person leading, driving, or riding an animal or animal-drawn conveyance.

*amended by
Ord 3680,
now 6, 7, 13
repealed by
Ord 4400*

(2) Repairing or servicing the vehicle, except repairs necessitated by an emergency.

(3) Displaying advertising from the vehicle.

(4) Selling merchandise from the vehicle, except when authorized.

(5) *Storage of a junk or dead storage for more than 72 hours*

*amended by
rd 3741*

Section 26. Use of Loading Zone. No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case when the hours applicable to the loading zone are in effect shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the zone shall not exceed 30 minutes.

Section 27. Leaving Unattended Vehicle. No operator or person in charge of a motor vehicle shall park it or allow it to be parked on a street, on other property open to public travel, or on a new or used car lot without first stopping the engine, locking the ignition, removing the ignition key from the vehicle and effectively setting the brake. If the vehicle is attended, the ignition key need not be removed.

Section 28. Action by Police Officer. Whenever a police officer shall find a motor vehicle parked unattended with the ignition key in the vehicle in violation of Section 27, the police officer is authorized to remove the key from vehicle and deliver the key to the person in charge of the police station.

Section 29. Standing or Parking of Buses and Taxicabs Regulated. The operator of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop or taxicab stand, respectively, except that this provision shall not prevent the operator of a taxicab from temporarily stopping his vehicle outside a traffic lane while loading or unloading passengers.

Section 30. Restricted Use of Bus and Taxicab Stands. No person shall stand or park a vehicle other than a taxicab in a taxicab stand, or a bus in a bus stop, except that the operator of a passenger vehicle may temporarily stop for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with a bus or taxicab waiting to enter or about to enter the restricted space.

Section 31. Lights on Parked Vehicle. No lights need be displayed upon a vehicle that is parked in accordance with this ordinance upon a street where there is sufficient light to reveal a person or object at a distance of at least 500 feet from the vehicle.

Section 32. Extension of Parking Time. Where maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking.

Section 33. Exemption. The provisions of this ordinance regulating the parking or standing of vehicles shall not apply to a vehicle of the city, county or state or public utility while necessarily in use

Section 80. Saving Clause. The repeal of any ordinance by Section 79 shall not preclude any action against any person who violated the ordinance prior to the effective date of this ordinance.

Passed by the Council this 1st day of August, 1972, by the following vote:

Ayes: Freelina P. Chase, Skamatz
and Earl

Nays: None

Approved by the Mayor this 1st day of August, 1972.

Attest:

Norman D. Scott
MAYOR

Joseph M. Brennan
RECORDER

ORDINANCE NO. 4985

An Ordinance Amending McMinnville Municipal Code Section 10.28.100

RECITALS:

McMinnville Municipal Code (MMC) Section 10.28.100 provides that simply moving a vehicle within a block does not extend parking time limits.

The Police Department is proposing amendments to this section that will clarify it and improve enforcement.

NOW, THEREFORE, THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

The McMinnville City Council, by enactment of this Ordinance, approves the amendments to MMC Section 10.28.100 shown below in **bold**:

10.28.100 Parking – Time limits not extended by moving vehicle. Where maximum parking time limits are designated by sign, movement of a vehicle within a **single block face** shall not extend the time limits for parking. **A vehicle leaving from and returning to the same block face during a 9:00 a.m. to 6:00 p.m. parking day will not cause parking time to be extended.**

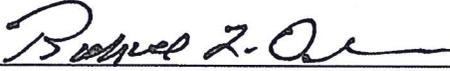
- A. **“Block face” is defined as one side of the street between two intersecting streets. A parking lot will be considered part of the block face that is its longest border.**

Passed by the Council this 18th day of November 2014 by the following votes:

Ayes: Hill, Jeffries, May, Menke, Ruden, Yoder

Nays: _____

Approved this 18th day of November 2014.



MAYOR

Attest:

Approved as to Form:



CITY RECORDER



CITY ATTORNEY

2 HOUR
PARKING

9AM - 6PM
MON - SAT

ONCE PER DAY
THIS SIDE OF BLOCK

S.R.C. 102.055(c)





City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

4th Quarter 2015 - Goals and Objectives Update

BACKGROUND:

Please see attached.

Attachments

4th Quarter 2015 Goals & Objectives Update



City of McMinnville Goals and Objectives FY 2015 / 16

MANAGE AND PLAN TO MEET DEMAND FOR CITY SERVICES

Airport Development

- Secure a single service provider for fixed based operations, onsite airport management and business development planning

Tourism

- Establish a Destination Marketing Organization

COMMUNICATE WITH CITIZENS AND KEY LOCAL PARTNERS

Homelessness

- Gather information and understand the questions to ask and the actions the City or our partners can take to assist citizens who are experiencing homelessness

YCOM Funding

- Remain informed on the Issues and provide policy guidance

PLAN AND CONSTRUCT CAPITAL PROJECTS

Urban Renewal Plan

- Support the administrative planning and implementation work of the Urban Renewal Advisory Committee (MURAC)
- Match the Urban Renewal project schedule to financial forecasts and synchronize with bond funded transportation improvements

Transportation Improvements

- Plan and implement bond-funded transportation improvements

PLAN FOR AND MANAGE FINANCIAL RESOURCES

IT Management

- Establish a comprehensive plan for IT capabilities and service delivery

City Finances

- Prepare and adopt a fiscally prudent 2015-2016 City Budget

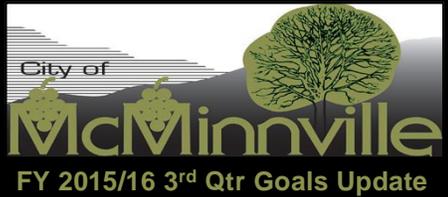
PROMOTE SUSTAINABLE GROWTH AND DEVELOPMENT

Quality of Life Issues re Riverbend Landfill

- Understand the scope of available options (impactful solutions within the City's sphere of influence or control)

Economic Development

- Continue to support the MEDP. Schedule periodic updates to remain informed on current economic development issues and opportunities



Growth / Finances

Services / Communicate / Capital Projects

Meet Demand for City Services (Airport / Tourism)

Secure New FBO

(Target Date: FY 4th Qtr)

- Aug '15: RFP released
- Jun '16: New FBO / airport manager secured

Establish DMO

(Target Date: FY 3rd Qtr)

- Jun '15: DMO board appointed / contract awarded
- Aug '15: DMO fully funded

Communicate with Citizens and Key Local Partners (Homelessness / YCOM Funding)

Gather Information, Understand Actions to Assist Homeless (Target date: FY 2nd Qtr)

- Summer 2015: Briefs by YCAP, HAYC, COMPASS Center, Henderson House
- Sep '15: Affordable Housing Task Force created
- Jan – Mar '16: Affordable Housing Task Force Developing Charter / Action Timelines
- **May '16: Council Approved Action Plan**

Remain informed and provide guidance for YCOM funding

- July 2015: Radio program transferred from YCOM to Yamhill County; stabilized short term financial viability
- **June 2016: Agreement for County to reimburse the City annually for radio replacement**

Plan & Construct Capital Projects (Urban Renewal / Transportation Improvements)

Urban Renewal: Support MURAC / Synchronize with Transportation Improvements

- Oct '15: Best Practices MURAC Work Session; Joint Council / MURAC work session to prioritize / synchronize future UR funds
- Feb '16: Council approves \$163K loan for design of the Alpine Extension

Transportation Improvements

- Consulting contracts in place for Alpine, 5th St, Ford St sidewalk/pedestrian safety projects, 2nd St, Hill Rd, 2016 overlays
- \$3.316M committed in 2015
- **Mar – Jun '16: Open Houses for Hill/5th St/Ford Pedestrian Projects**

Plan For & Manage Financial Resources (IT / Financial Services)

Comprehensive Plan for IT

- Oct '15: Full time IT director appointed; Review started of Dept Head needs
- Mar '16: IT Strategic Plan released
- **Jun '16: New Website Launched**

Adopt Fiscally Prudent 2015 / 2016 Budget

- Feb '16: FY 2014/15 audit presented to Council; FY 2015/16 Mid-Year Review presented; 37% Reserves forecast
- **Jun '16: FY 2016/17 budget adopted**

Promote Sustainable Growth & Development (Sustainability / Economic Development)

Understand Option for Riverbend Landfill

- Jun / Sep '15: Council letters to various agencies supporting closure
- Dec '15: Recology / Zero Waste presentations on reducing / eliminating City use of Riverbend
- **May '16: Council Approved Recology's Expanded Recycling Program**

Support MEDP; Remain Informed

- Dec '15: MEDP Strategic Planning Session; staff in attendance
- Jan '16: Council Presentation on focus areas

Underlined is new for the quarter



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City of McMinnville Building Division Report for the Period Ending June 30, 2016

BACKGROUND:

Please see attached Building Division Report

Attachments

Building Div Report

City of McMinnville

C404 - Privately Owned

Between 06/01/2016 and 06/30/2016

	Class Code	Permits	Bldgs	Houses	Valuation
		122	48	48	\$156,254
	Sub-Totals:	122	48	48	\$156,254
<u>Section I - Residential HouseKeeping Buildings</u>					
Manufactured Homes	100	4	1	1	\$37,186
One-Family Houses Detached	101	7	7	7	\$1,874,888
	Sub-Totals:	11	8	8	\$1,912,073
<u>Section III - New Non-Residential Buildings</u>					
Other Nonresidential Building	328	3	3	1	\$1,420,646
	Sub-Totals:	3	3	1	\$1,420,646
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	3	1	1	\$42,629
Add or Alter All Other Buildings and Structures	437	1	0	0	\$9,225
	Sub-Totals:	4	1	1	\$51,854
	Grand-Totals:	140	60	58	\$3,540,828

Activity Summary Totals Report

Category: BLDG

Issued: 06/01/2016 - 06/30/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ASFR	3	\$1,113.78	\$42,629.00
NCOM	2	\$16,698.74	\$1,373,850.00
NOTH	1	\$632.26	\$46,796.40
NSFR	7	\$61,660.95	\$1,874,887.74
BLDMAJOR			
ACOM	1	\$208.47	\$9,225.00
BLDMINOR			
FOUN	1	\$385.65	\$21,000.00
OTHR	6	\$632.36	\$24,800.00
ROOF	2	\$676.61	\$88,725.00
WALL	1	\$62.09	\$1,500.00
FLS			
SPRK	3	\$384.91	\$17,279.00
SUPP	1	\$82.20	\$2,950.00
MECH			
COM	8	\$1,446.71	\$0.00
INS	2	\$782.96	\$0.00
PUB	1	\$138.88	\$0.00
RES	27	\$1,163.95	\$0.00
MH			
RES	4	\$1,987.98	\$37,185.72
MISC			
	26	\$10,095.75	\$0.00
PLUM			
COM	2	\$839.74	\$0.00
INS	1	\$282.24	\$0.00
PUB	1	\$0.00	\$0.00
RES	40	\$2,097.76	\$0.00
Total:	140	\$101,373.99	\$3,540,827.86

City of McMinnville - Account Summary Report

For Post Dates 07/01/2015 - 06/30/2016

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$32,422.09
		<hr/>
		\$32,422.09
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$178,833.39
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$102,165.24
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$16,386.24
		<hr/>
		\$297,384.87
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$35,399.73
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$2,421.25
		<hr/>
		\$37,820.98
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$52,410.40
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$1,788.00
		<hr/>
		\$54,198.40
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$3,440.00
		<hr/>
		\$3,440.00
Account Code: 70-4400-25	1220 PERMIT FEES-REINSPECTION	\$235.00
		<hr/>
		\$235.00

Total Posted Amount: \$425,501.34



City Council- Regular

Meeting Date: 07/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

EXECUTIVE SESSION: Pursuant to ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

BACKGROUND:
