

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**May 10, 2016
6:00 p.m. – Work Session 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: There will be a Work Session held at the McMinnville Civic Hall and will begin at 6:00 p.m. The Work Session is scheduled to discuss recommendations for changes to enforcement policy regarding the implementation of an exclusion zone and expanding skateboarding restrictions; and to discuss the implementation of a business license

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 FEBRUARY 9, 2016 DINNER AND REGULAR MEETINGS
- b. **Resolution No. 2016 - 22:** Establishing a recommended, conditionally permitted, and prohibited street tree list for the City of McMinnville
- c. **Resolution No. 2016 - 23:** - A Resolution approving the Property Management Agreement for the City owned property at 4600 NE Riverside Drive.

- d. **Resolution No. 2016 - 24:** A Resolution awarding the contract for the ATAD #2 Coating Project, Project No. 2016-1.

 - e. **Resolution No. 2016 - 25:** A Resolution to enter into a Personal Services Contract with CESNW for engineering services associated with the Edmunston Street Culvert Repair Project, Project 2016-6.

 - f. **Resolution No. 2016 - 26:** A Resolution accepting the transfer of jurisdiction over portions of the following county roads inside and outside the City of McMinnville: NW Hill Road and NW Baker Creek Road.

 - g. **Resolution No. 2016 - 27:** Approving entering into an intergovernmental agreement between the State of Oregon and City of McMinnville for Disposal of Surplus Property

 - h. **Resolution No. 2016 - 28:** Approving a lease between the City of McMinnville and the Good Olds Pace, LLC doing business as Cornerstone Coffee

 - i. Liquor License Applications
2. PROCLAMATIONS
- a. National Public Works Week
 - b. National Police Week
3. PLANNING COMMISSION INTERVIEWS
4. OLD BUSINESS
- a. PRESENTATION: Jim Galba to initiate amending the NE Gateway Planned Development Overlay Ordinance
 - b. Staff Update on School District Tennis Courts
5. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. McMinnville Community Media Statement of Activities for the Period Ending December 31, 2015 and the April Edition of the MCM Newsletter
6. ADJOURNMENT



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 05/10/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:

Please see attached summary memorandum

Attachments

City Manager Summary Memo
Work Session - Rules of the Road
Park Ranger Update
Exclusion Zone Memo



DATE: May 3rd, 2016

TO: Mayor and City Council

FROM: Martha Meeker, City Manager

SUBJECT: Agenda for the McMinnville City Council Session for May 10th, 2016

6:00 PM WORK SESSION

- Implementation of an Exclusion Zone in the Downtown core
 - In 2005, in response to concerns expressed by the Downtown merchants, the City Council approved an Enhanced Enforcement Area and authorized officers the ability to exclude individuals who were responsible for repeated nuisance behaviors from the area. While this was an effective tool, it was rescinded in 2011 after court decisions within the State placed doubt on the legality of such exclusions. To retain options for dealing with repeated nuisance behaviors, the City implemented alternate enforcement methods involving release agreements and orders issued from the Municipal Court bench. Unfortunately, these have not proven effective.
 - Today, the fears of being ruled unconstitutional and other legal challenges have been overcome and similar initiatives in Bend and Ashland stand as positive examples. As such, the Staff is proposing to reinstate an Exclusion Zone in the Downtown core in order to give the Police department a proven tool for increasing safety.
- Skateboarding in parking lots
 - The City has received several complaints about near run-ins with skateboarders in the City-owned parking lot at 2nd and Cows Streets. After review, the staff is recommending prohibiting skateboarding in City parking lots due to congestion in these lots.
- Down Town / Park Ranger Update
 - The Ranger Program continues to be a success and the staff will provide a look at this year's program.

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 FEBRUARY 9TH, 2016 DINNER / REGULAR CITY COUNCIL MEETINGS

RESOLUTION ESTABLISHING A RECOMMENDED, CONDITIONALLY PERMITTED AND PROHIBITED STREET TREE LIST FOR THE CITY OF MCMINNVILLE

Section 17.58.090 (Street Tree Standards) of the McMinnville Zoning Ordinance notes that the species of street trees to be planted in McMinnville shall be chosen from the "approved street tree list" unless approval of another species is given by the McMinnville Landscape Review Committee. This resolution provides such a list for use by those proposing to plant trees within the public rights-of-way of McMinnville.

RESOLUTION APPROVING A PROPERTY MANAGEMENT AGREEMENT FOR CITY-OWNED RIVERSIDE DRIVE PROPERTY

The City owns approximately 113 acres of property at and surrounding the Waste Water Treatment Facility. Part of this is a two-story, four-bedroom, two-bath structure the City has rented for approximately \$12,650 in annual revenue. Since 2007, the City has used Warren Dunn of Windermere Pacific Crest Realty as the property manager but Mr. Dunn has notified the City he is retiring. Shawn Dunn, his son, is taking over the business activities and this resolution transfers property manager responsibilities to him.

RESOLUTION AWARDING A CONTRACT FOR THE ATAD #2 COATING PROJECT

In April, the City put out for bid, a contract for coating the interior of the ATAD #2 tank at the Waste Water Treatment Facility. The lowest responsive bidder was Western Partitions, Inc. with a bid of \$57,147. This resolution authorizes the City Manager to enter into a contract with Western for the stated work.

RESOLUTION AWARDING A CONTRACT APPROVING THE EDMUNSTON STREET CULVERT REPAIR DESIGN SERVICES

Originally constructed prior to 1970 and repaired in 1987, the corrugated metal plate culvert in the Cozine Creek on Edmunston Street has started to fail. This 10 foot diameter culvert provides the lone access to two homes on the west side of Cozine Creek. The City has requested CESNW to investigate options for the repair or replacement of this culvert and the estimated fee for their initial design work is estimated at \$4,960.

RESOLUTION TRANSFERRING JURISDICTION OF PORTIONS OF NW HILL ROAD AND NW BAKER CREEK ROAD FROM YAMHILL COUNTY TO THE CITY OF MCMINNVILLE

In order to facilitate the improvement of the Hill Road corridor to the minor arterial standards in the City's Transportation System Plan, the City requested Yamhill County initiate the process to transfer jurisdiction of Hill Road (from 300 feet south of the NW 2nd Street north to NW Baker Creek Road) and Baker Creek Road (from NW Michelbook Lane to 800 feet west of NW Hill Road) to the City. The proposed limits of the transfer will allow the City to design, construct and

maintain appropriate traffic control facilities at the Hill Road / 2nd Street and Hill Road / Baker Creek Road intersections.

RESOLUTION APPROVING ENTERING INTO AN INTERGOVNMENTAL AGREEMENT BETWEEN THE STATE OF OREGON AND THE CITY OF MCMINNVILLE FOR DISPOSAL OF SURPLUS PROPERTY

Oregon Administrative Services offers a program whereby local governments can dispose of surplus property in a cost effective manner, while obtaining a fair price for the surplus property. This resolution proposes the Council approve an intergovernmental agreement with the State allowing the City to participate in this program.

RESOLUTION APPROVING A LEASE BETWEEN THE CITY OF McMINNVILLE AND GOOD OLDS PACE, LLC DOING BUSINESS AS CORNERSTONE COFFEE.

Good Olds Pace, LLC currently leases the City owned property described as Parcel I (The North one-half of Lot 5, Block 8, in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon) and Parcel II (The South one-half of Lot 5, Block 8 in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon). Because, planned construction on Second Street will be occurring later than originally forecast, it is possible for the City to continue leasing this property through the end of calendar year 2016.

LIQUOR LICENSE APPLICATIONS

Two new wineries have requested liquor licenses for operations within the City limits. The Staff recommends approval of both.

REGULAR AGENDA

PROCLAMATIONS

- National Public Works Week

Since 1960, the American Public Works Association has sponsored National Public Works Week with APWA's 29,000 members in the U.S. and Canada using this week to energize and educate the public on the importance of public works to their daily lives. This year marks the 56th annual National Public Works Week and 2016's theme is "*Public Works Always There*".

- National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

APPOINTMENT TO THE PLANNING COMMISSION

In February, Amanda Pietz informed the Planning Commission she would be moving to Salem and resigned her position as a member of the Commission. Subsequently, the City advertised the open position on March 11th through the April 1st, receiving two applications for Ms. Pietz's slot. The applicant's are Erich Berg and Nanette Pirisky and both are from Ward 3.

By ordinance, the City’s Planning Commission will consist of nine members appointed by the council. Membership will include two representatives from each ward and three members appointed at large from within the City or the Urban Growth Boundary. Terms of office shall be four years with no term limits.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
Martin Chroust-Masin	2008	1 Jan 2020
Zach Geary	2016	1 Jan 2019
Roger Hall	2008	1 Jan 2019
Charles Hillestad	2012	1 Jan 2017
Jack Morgan	2004	1 Jan 2017
Amanda Pietz	2014	1 Jan 2019
Wendy Stassens	2006	1 Jan 2017
Erica Thomas	2013	1 Jan 2019
John Tiedge	2011	1 Jan 2020

PRESENTATIONS

➤ **Jim Galba – Request to Amend the NE Gateway Planned Development Overlay**

Jim Galba is requesting an expansion of the permitted uses in “Zone 3” of the North East Gateway district to include certain industrial activities specific to marijuana production and/or processing activities. Industrial uses are currently prohibited from locating in this area, which generally extends north of 12th Street and east of Lafayette Avenue.

Should the Council wish to act on Mr. Galba’s request, the next step would be to direct the matter to the Planning Commission for a required public hearing.

➤ **Staff Update on a Request to Remove the Marijuana Restriction Boundary around the McMinnville High School Tennis Courts located at Cows Street between 11th and 12th Streets.**

This is a follow up to Cole Risdon’s presentation to the Council on April 26th.

Mr. Risdon has applied to the Oregon Health Authority for a medical marijuana dispensary at 807 NW Adams Street which is within 1,000 feet of the McMinnville High School tennis courts located on Cows Street. Because his building permit for the remodel of this building (for purposes of establishing a medical marijuana dispensary) was applied for prior to the discovery of an unmapped school facility (tennis courts at 12th and Cows), his building permit was approved by the City. However, there was concern on Mr. Risdon’s part that inclusion of the tennis courts in local restrictions would reflect negatively when his license was ultimately reviewed by the Oregon Health Authority and requested the Council rescind the 1,000 foot boundary around the tennis courts.

After Mr. Risdon’s presentation, the Council directed the staff to ask the School District for a written response outlining what instruction took place on the tennis courts. The email language below was provided and is the same as the School provided to OHA in March:

“During the fall and spring, fitness courses plan tennis units in which they use Cows courts. Those units last 4 weeks each semester (8 weeks total)

and classes go nearly every period during that time. In addition, starting the 2nd week of March, MHS tennis teams practice every afternoon from 3:30 pm to 6 pm.”

In considering whether to uphold the staff's assessment that the tennis courts meet the criteria for being a school facility, the Council may want to consider whether the limited numbers of instruction days should be a factor or whether the Council would like to adopt a separate list of criteria, different from what OHA uses. The OHA criteria are:

- (a) Is a public or private elementary or secondary school as those terms are defined OAR 333-008-0010;2
- (b) There is a building or physical space where students gather together for education purposes on a regular basis;
- (c) A curriculum is provided;
- (d) Attendance is compulsory under ORS 339.020 or children are being taught as described in ORS 339.030(1)(a); and
- (e) Individuals are present to teach or guide student education. (OAR 333-008-1110) (ef. 1-28-15)

Finally, the staff received notice from the OHA on May 2nd that it had denied Mr. Risdon's license as a result of their assessment of the tennis courts. This determination only addresses medical marijuana and not recreational sales which is overseen by the OLCC. While the Council could come to a different assessment on the tennis courts in the setting of local guidance, for this issue (medical marijuana dispensary), it should be noted that the OHA has the following language on the Oregon School Locator Map: *“This is a tool provided for use to help locate schools and dispensaries. There may be schools that are not shown on this map, and only the dispensaries that agreed to allow the Oregon Health Authority to publish their locations are listed. An applicant cannot and should not rely on the information provided in this tool as proof that a proposed location is not within 1,000 feet of a school or another dispensary. Even if you are issued a registration, if it is determined that a school is located within 1,000 feet, the Oregon Health Authority must revoke your registration.”*

Chapter 10.12

RULES OF THE ROAD*

Sections:

- 10.12.010 Vehicle operation—Generally.
- 10.12.020 Vehicle operation—Backing.
- 10.12.030 Vehicle operation—Right-of-way.
- 10.12.040 Vehicle operation—Turn signal.
- 10.12.050 Vehicle operation—Stopping at intersections.
- 10.12.060 vehicle operation—Proceeding without sufficient space.
- 10.12.070 Emerging from vehicle.
- 10.12.080 Clinging to vehicles prohibited.
- 10.12.090 Riding outside vehicle prohibited when—Entering or leaving moving vehicle prohibited.
- 10.12.100 Careless driving prohibited.
- 10.12.110 Reckless driving prohibited.
- 10.12.120 Driving under the influence of intoxicating liquor, dangerous drugs or narcotic drugs prohibited.
- 10.12.130 Damaging or obstructing sidewalks and curbs.
- 10.12.140 Obstructing passage of vehicles or pedestrians.
- 10.12.150 Removing glass and debris.
- 10.12.160 Crossing private property.
- 10.12.170 Driving in parks.
- 10.12.180 Sleds and skis on streets.
- 10.12.186 Skateboards.
- 10.12.187 Scooters, unicycles and roller skates.
- 10.12.190 Trains not to block streets.

10.12.010 Vehicle operation—Generally. In addition to state law, the provisions set forth in Sections 10.12.020 through 10.12.060 shall apply to the operation of vehicles upon the streets of the city. (Ord. 3629 §12(part), 1972).

10.12.020 Vehicle operation—Backing. The operator a vehicle shall not back the vehicle unless the movement can be made with reasonable safety and without interfering with other traffic, and shall yield the right-of-way to moving traffic and pedestrians. (Ord. 3629 §12(1), 1972).

10.12.030 Vehicle operation—Right-of-way. The operator of vehicle in the traffic lane shall have the right-of-way over an operator of a vehicle departing from a parking space. (Ord. 3629 §12(2), 1972).

* For statutory provisions on local traffic regulation, see ORS 487.55 et seq.

10.12.050 Vehicle operation—Stopping at intersections. Where a stop sign is erected at or near the entrance to an intersection, the operator of a vehicle approaching shall bring the vehicle to a stop before crossing a stop line or crosswalk; or, if none, then before entering the intersection. Stopping at a point which does not yield an unobstructed view of traffic on the intersecting street shall not constitute compliance with the requirements of this section. (3629 §12(4), 1972).

10.12.060 Vehicle operation—Proceeding without sufficient space. Notwithstanding an indication by a traffic control device to proceed:

A. No operator of a vehicle shall enter an intersection unless there is sufficient space on the opposite side of the intersection to accommodate his vehicle without obstructing the passage of other vehicles.

B. No operator of a vehicle shall enter a parked crosswalk, whether or not at an intersection, unless there is sufficient space on the opposite side of the crosswalk to accommodate his vehicle without obstructing the passage of pedestrians. (Ord. 3629 §12(5), 1972).

10.12.070 Emerging from vehicle. No person shall open the door of a motor vehicle into a traffic lane without first ascertaining that it can be done in safety. (Ord. 3629 §14, 1972).

10.12.080 Clinging to vehicles prohibited. No person riding upon a bicycle, motorcycle, coaster, roller skates, sled or other device shall attach the device or himself to a moving vehicle upon a street, nor shall the operator of a vehicle upon a street knowingly allow a person riding on any of the above vehicles or devices to attach himself, the vehicle or the device to his vehicle. (Ord. 3629 §17, 1972).

10.12.090 Riding outside vehicle prohibited when--Entering or leaving moving vehicle prohibited.

A. No operator shall permit a passenger and no passenger shall ride on a vehicle upon a street except on a portion of the vehicle designed or intended for the use of passengers. This provision shall not apply to an employee engaging in the necessary discharge of a duty, or to a person riding within a truck body in space intended for merchandise.

B. No person shall board or alight from a vehicle while the vehicle is in motion upon a street. (Ord. 3629 §15, 1972).

10.12.100 Careless driving prohibited. No person shall operate a motor vehicle or other property open to public travel in a careless manner that endangers or would be likely to endanger any person or property. (Ord. 3629 §51, 1972).

10.12.110 Reckless driving prohibited. No person shall operate a motor vehicle on other property open to public travel carelessly and heedlessly in willful or wanton disregard of the rights or safety of others. (Ord. 3629 §52, 1372).

10.12.120 Driving under the influence of intoxicating liquor, dangerous drugs or narcotic drugs prohibited.

A. No person shall operate a motor vehicle on other property open to public travel while under the influence of intoxicating liquor, dangerous drugs, or narcotic drugs.

B. A person charged with an offense under this section shall be advised that he has a right to a chemical test of his blood, saliva or urine at his expense or chemical test of his breath without expense, that he is not required to submit to any such test, and that his refusal will not result in suspension of his driving privileges, and that his refusal to submit or failure to request chemical testing cannot be used against him in any criminal proceeding.

C. As used in this section, "intoxicating liquor," "dangerous drug" and "narcotic drug" mean the same as those terms are defined by state law. (Ord. 3623 §53, 1972).

10.12.130 Damaging or obstructing sidewalks and curbs.

A. The operator of a vehicle shall not drive upon a sidewalk or roadside planting strip except to cross at a permanent or temporary driveway.

B. No unauthorized person shall place dirt, wood or other material in the gutter or space next to the curb of a street with the intention of using it as a driveway.

C. No person shall remove a portion of a curb or move a motor vehicle or device moved by a motor vehicle upon a curb or sidewalk without first obtaining authorization and posting bond if required. A person who causes damage shall be held responsible for the cost of repair. (Ord. 3529 §9, 1972).

10.12.140 Obstructing passage of vehicles or pedestrians.

A. No unauthorized person shall obstruct the free movement of vehicles or pedestrians using the streets.

B. No person shall park or stand a vehicle in such a manner or location that it constitutes a hazard to public safety or an obstruction on the street.

C. No person shall place, implant or erect a device in a grass or planting strip immediately adjacent to a sidewalk, curb or street which impedes the free movement of vehicles or pedestrians in using said sidewalk, curb or street area. The planting of trees and bushes not prohibited by other ordinances is not circumscribed by this section. (Ord. 3629 §20, 1972).

10.12.150 Removing glass and debris. A party to a vehicle accident or a person causing broken glass or other debris to be upon a street shall remove the glass and other debris from the street. (Ord. 3629 §21, 1972).

10.12.160 Crossing private property. No operator of a vehicle shall cross private property or leave the roadway to avoid an intersection or a traffic control device. This provision shall not apply to the operator of a vehicle who stops on the property for the purpose of conducting business or providing services. (Ord. 4758 §1, 2002; Ord. 3629 §13, 1972).

10.12.170 Driving in parks. No person in a park shall drive any vehicle on any area except the paved park roads or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas by the city manager. (Ord, 3629 §16, 1972).

10.12.180 Sleds and skis on streets. No person shall use the streets for traveling on skis, toboggans, sleds or similar devices, except where authorized. (Ord. 3629 §18, 1972).

10.12.186 Skateboards.

A. Definition. Skateboard means a board of any material (natural or synthetic) with wheels affixed to the underside, designed to be ridden by a person.

B. Prohibited Riding Areas. A skateboard shall not be ridden on a sidewalk in the following areas:

1. Area lying two hundred feet west of Adams Street between First and Fifth Streets;
2. Area bounded by Adams Street, Galloway Street, First Street, and Fifth Street;
3. Area between Davis and Evans and Fifth Street to Sixth Street, including the city of McMinnville parking structure;
4. Area between Evans and Ford Streets and First to Seventh Streets, including the sidewalks and pathways in and around the County Courthouse and Community Center;
5. All other areas specifically posted to prohibit the use of skateboards.

C. Duty to Yield. A person riding a skateboard shall yield the right-of-way to pedestrians, and shall yield the right-of-way to motor vehicles when approaching or crossing a driveway.

D. Duty to Obey Traffic Control Devices. A person riding a skateboard upon a public street shall obey all traffic control devices.

E. Prohibited Riding Times. No person shall ride a skateboard upon any street or sidewalk between one hour after sunset and one hour before sunrise unless the skateboard or rider is equipped with lighting equipment that meets the described requirements:

1. The lighting equipment must be used during limited visibility conditions;
2. The lighting equipment must show a white light visible from a distance of at least five hundred feet to the front of the skateboard;
3. The lighting device must have a red reflector or lighting device or material of such size or characteristic and so mounted as to be visible from all distances up to six hundred feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle.

F. Seizure of Skateboards. At such time as a citation is issued to a skateboard rider who is in violation of this section, the police may seize the skateboard upon which the violator was riding.

1. A skateboard may be recovered from the McMinnville police department (between the hours of eight a.m. and eight p.m.,) by an adult rider twenty-four hours after being seized.

2. A skateboard may be recovered from the McMinnville police department (between the hours of eight a.m. and eight p.m.) by a juvenile offender twenty-four hours after being seized. A board shall only be released to a juvenile offender when accompanied by a parent or guardian.

G. Procedure. A citation to appear in McMinnville municipal court for violation of this section shall be issued to the alleged violator stating the date, time, and place to appear and the date and place of the alleged offense. At the request of the offender, a trial shall be conducted before the court without a jury. All juvenile violators shall be cited to juvenile court.

H. Penalty. The penalty for violation of any provisions of this section shall be a fine not less than five dollars and not more than one hundred dollars. (Ord. 4365 §1, 1986).

10.12.187 Scooters, unicycles and roller skates.

A. Definitions.

1. "Scooter" means a vehicle consisting of a narrow board mounted between two wheels (or more) with an upright steering handle attached to the front wheel.

2. "Roller skates" means a shoe with a set of wheels attached for skating over a flat surface or a metal frame with wheels attached that can be fitted to the sole of a shoe.

3. Unicycle. Any of various vehicles that have a single wheel.

B. Prohibited Riding Areas. No person shall ride a scooter, unicycle, or roller skates upon a sidewalk in the business district bounded on the west by Adams Street, on the east by Hembree, on the north by Fifth Street, and on the south by First Street. A person riding such a device upon a sidewalk other than in the business district shall yield the right-of-way to pedestrians, (Ord. 4365 §2, 1986).

10.12.190. Trains not to block streets. No person shall direct or operate a train or permit railroad cars to block the use of any street for a period of time longer than five minutes, except that this provision shall not apply to trains or cars in motion other than those engaged in switching. (Ord. 3629 §22, 1972).



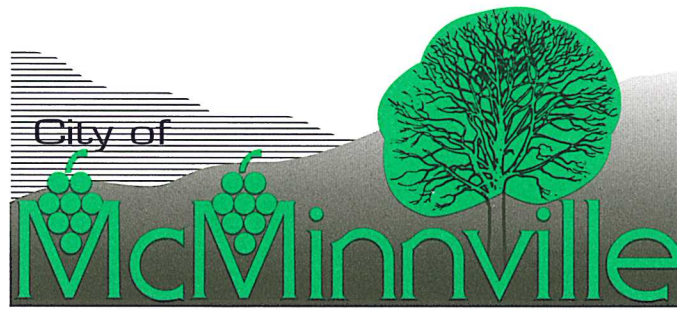
DATE: May 3, 2016
TO: Martha Meeker
FROM: Jay Pearson, Director
McMinnville Parks and Recreation Department
SUBJECT: Update-Summer Park and Downtown Ranger Staffing

Last week, Captain Dennis Marks, Officer Pam Ramsey and I conducted interviews for the upcoming summer Park and Downtown Ranger Program. At this time, we will be adding two new Rangers to our veteran staff of three returning Rangers, for a total of 5 Rangers being available to begin the Ranger season (Mid-May through Mid-October). Initial staff orientation and training will take place Friday, May 5 and Monday May 9 after which training will occur on-site and during weekly scheduled staff meetings. All of our staff will begin working “on-site assignments” next week (May 9-15) in time to provide some assistance during McMinnville’s Alien Days celebration and meet the growing “good weather” activities within our parks.

This year, Park Ranger hours will continue as in the past, totaling roughly 2500 hours (about 500/month average). Downtown Ranger hours will be reduced to approximately 600 (from 1200) as the Downtown Association is unable to provide funding assistance as they have the past two years. The City’s \$6000 “match” total budgeted last year will be budgeted again this year to provide a modified presence in the downtown core. Daily Ranger downtown assignments will fluctuate between 4-7 hours/day and will be beefed up during major events. It is anticipated that both Park Ranger and Downtown Ranger assignment flexibility will also direct attention to locations (Parks or Downtown) as circumstances dictate.

Despite the reduced hours challenge, we all understand that our Parks and our Downtown environments benefit tremendously (as do our citizens) with a meaningful presence of Rangers and the success of our parks and our downtown are interrelated. With this in mind, we will endeavor to establish the most effective balance of Park and Downtown Ranger assignments and engagement as possible during the upcoming summer.

Because we were able to save some Ranger dollars last year, we will have a strong presence in both parks and downtown areas through the end of the current fiscal year. This should give us a great start to address issues early in our Ranger season which has always been helpful in the long run. Modified hours in the Downtown core will begin in July (new fiscal year.)



230 NE Second Street • McMinnville, Oregon 97128-4831 • www.ci.mcminnville.or.us

MEMO

May 6, 2016

To: Martha Meeker, City Manager

From: David Koch, City Attorney *DK*

Re: Downtown Civil Exclusion Zone

You have requested that I review the City's former Downtown Exclusion Zone Ordinance as well as the "exclusion" ordinances that are currently in effect for the cities of Bend and Ashland, Oregon, and that I offer an opinion and recommendations regarding the possible implementation of a new civil exclusion ordinance covering the City's downtown core. I have completed that review, which included conversations with the Police Chief, City Prosecutor, Municipal Court Judge, Municipal Court staff, the Bend Assistant City Attorney, and the former McMinnville City Attorney.

At this time, it is my opinion that a Civil Exclusion Ordinance, which incorporates adequate Constitutional safeguards, may be adopted and enforced by the City as a means for protecting the public safety and welfare of its citizens. Any such zone must be narrowly defined in scope and reasonably related to addressing a documented threat to public safety and welfare. In addition, the ordinance should be limited in duration, and reviewed by the Council on a periodic basis to determine whether it has been effective at achieving the City's intended purpose and whether it should be continued, modified or suspended.

The following recommendations are offered for consideration by you and the Council, as you develop the policy for a Downtown Civil Exclusion Zone:

1. A Civil Exclusion Zone should be confined to a limited geographic area. For example, the boundaries could track with those of Zone 1 of the Downtown Economic Improvement Assessment District, which is defined as the area between 2nd and 4th Streets, and Adams to the railroad tracks. This is predominantly a commercial district.

2. A person should be issued a Civil Exclusion Order only upon conviction for one of the enumerated offenses occurring within the Zone. The Order would be issued by Municipal Court Staff at the time of conviction, but would not be a part of their criminal sentence nor would it be monitored by the Court as a condition of probation.
3. After receiving an Exclusion Order, a limited administrative appeals process before the Police Chief should be allowed by filing an appeal at the Police Department within 10 days of the conviction. Grounds for appeal could be limited to procedural errors, such as conviction for a non-qualifying crime or a pending appeal of the underlying conviction.
4. A limited variance of the Exclusion Order should also be allowed by the Police Chief, upon application of the excluded person, for the following reasons:
 - a. Employment within the zone;
 - b. Residence of the person or an immediate family member located within the zone;
 - c. Consultation with an attorney within the zone;
 - d. Attendance at religious services within the zone;
 - e. Other reasons deemed not detrimental to the preservation of public safety, at the reasonable discretion of the Police Chief.
5. Appeals from the denial of an exclusion appeal or variance request could be heard by the City Manager.
6. The time period for the exclusion should be based on the number of convictions occurring for crimes within the Exclusion Zone during the preceding 1, 2 or 3 year period from the time of arrest. For example:
 - a. First violation: 30 days
 - b. Second violation or first misdemeanor: 90 days
 - c. Second misdemeanor or combination of any three violations/misdemeanors: 180 days
7. A person found to be in violation of a Civil Exclusion Order should be subject to citation and/or arrest for the crime of Criminal Trespass II, a Class C Misdemeanor.



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

CONSIDER MINUTES OF THE FEBRUARY 9, 2016 DINNER AND REGULAR MEETINGS

BACKGROUND:

Please see attached minutes of the February 9, 2016 Dinner and Regular City Council Meetings

Attachments

Feb 9 2016 Minutes

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

Tuesday, February 9, 2016, 2015 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present

Remy Drabkin	Kellie Menke
Scott Hill	Alan Ruden
Kevin Jeffries	Larry Yoder

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Finance Director Marcia Baragary, Talbot, Korvola & Warwick Partner Tim Gillette, Audit Committee Member Fred Stemmler, and members of the news media, Don Iler of the *News Register* and Dave Adams of KLYC Radio.

DINNER

CALL TO ORDER: Mayor Olson called the Dinner Meeting to order at 6:35 p.m. and welcomed Mr. Gillette and Mr. Stemmler.

2015 AUDIT PRESENTATION: Finance Director Baragary introduced Talbot, Korvola & Warwick Partner Tim Gillette. She stated that Mr. Gillette was the Partner on this past year's audit. She advised that this audit was completed under new and significant accounting standards.

RESOLUTIONS: Finance Director Baragary reviewed the need for budgetary transfers for fiscal year 2015 - 2016 and stated that the McMinnville Urban Renewal Agency had recently identified an opportunity to advance a street improvement project within the District's boundary and because the Agency does not have sufficient funds to pay for capital construction design services, the City and the Urban Renewal Agency wish to execute a loan agreement and promissory note. This will allow the Agency to move forward with the capital construction design services related to the street improvement project. Because this loan was not anticipated when the 2015 - 2016 Budget was passed, it is necessary to transfer appropriation authority from the City's operating contingency to increase Special Payments appropriations.

Ms. Baragary explained that the second resolution, approving a loan agreement and promissory note between the City and the McMinnville Urban Renewal Agency will officially transfer funding from the City to the Urban Renewal Agency so that the Agency can proceed with the necessary capital construction design services related to the Alpine Avenue street improvement project. Responding to Councilor Ruden's inquiry, Ms. Baragary stated that the loan would be three years in length and interest would be one percent above the amount paid by the Local Government Investment Pool.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting at 6:43 p.m.

Rose A. Lorenzen, Recording Secretary

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, February 9, 2016 at 7:00 p.m.

Presiding: Rick Olson, Mayor
Recording: Rose A. Lorenzen, Recording Secretary
Councilors: Present

Remy Drabkin Kellie Menke
Scott Hill Alan Ruden
Kevin Jeffries Larry Yoder

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Police Captain Tim Symons, Finance Director Marcia Baragary, 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 7:00 p.m. and welcomed all in attendance.

PLEDGE OF ALLEGIANCE: Councilor Ruden 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.

J. W. Millegan, 624 NE 2nd Street, spoke to the City Council about feeling unsafe in the downtown area and in his neighborhood. He noted that he lives and works in the downtown area and last Saturday he was verbally accosted and it became necessary to call the police. He suggested having more police to patrol the streets, more affordable housing, family wage jobs, and neighborhood involvement to assist in curtailing the types of crimes and bad behavior that is being observed in the downtown area.

Debra Millegan, 624 NE 2nd Street, also spoke about feeling unsafe at her home at night. She pointed out that McMinnville was a wonderful town and the homeless situation should not define it. She hoped that everyone could work together to find many different solutions for the homeless problem.

Scott Gibson, 655 NE Brookview Court, gave his perspective on homelessness. He pointed out that being homeless is not a crime; however, unfortunately, there are a great many homeless people who have mental illness and/or addictions and these behaviors put the rest of the community at risk. He stated that the County's mental health system does not have the capacity to deal with the large volume of needs that the homeless bring with them. He suggested that the City take a firmer stand against those who breach the conduct rules.

Bob Emrick, 5765 Dawson Lane, spoke to the City Council about disturbing events that have happened recently in the downtown neighborhood. He advised that buildings have been broken into, women employees and customers have been accosted. He stated that he believed this could have an impact on the community and especially the tourist and wine industries. This problem affects the viability of businesses on Third Street which has recently been named one of the nation's best main streets.

Nathan Knottingham, 3593 NE Harvest Street, framed the homeless conversation by stating that the word "homeless" was just a term that has been thrown around. He suggested that the problem is really a behavioral issue rather than a homeless issue. He asked the Council to help the Chamber of Commerce in defining "tolerable behavior" in the downtown area.

Mark Davis, 652 SE Washington Street, spoke to the City Council about the complex problems associated with homelessness. He agreed with Mr. Knottingham's thoughts about "behavior." He noted that it is unfortunate that the terms "homelessness" and "bad behaviors" become synonymous with one another. He suggested that careful thought be given as the City proceeds to look for tools that are effective in alleviating the homeless - bad behavior problems seen in the downtown area. He reminded the Council that when Patrick Vala spoke to them last year, he was not concerned about homelessness; his concern was about the behaviors of the young people.

CONSIDER MINUTES: Councilor Hill MOVED to approve the minutes of the November 10, 2016 City Council Work Session and Regular Meeting as submitted; SECONDED by Councilor Yoder. Motion PASSED unanimously.

1 a

PRESENTATION: AUDIT FOR FISCAL YEAR 2014- 15 BY TIM GILLETTE, PARTNER - TALBOT, KORVOLA & WARWICK: Finance Director Baragary introduced Mr. Tim Gillette, the firm's Partner who headed the City's 2014 - 15 Audit. She noted that they were faced with challenges on this audit as the new accounting standards related to PERS were implemented.

Mr. Gillette thanked the City Council for the opportunity to be presenting the 2014 - 15 Audit. He said that the Audit Committee had met earlier in the day. He advised that although the audit had received a clean opinion from the auditors, implementation of the GASB 68 statement made this audit more complicated than in past years.

Following a brief review of highlights from the audit, Councilor Hill stated that the Audit Committee had a lengthy discussion about the uncertainties related to the PERS liability. Although many other jurisdictions are facing the same unfunded liability problem, the City of McMinnville is well positioned. He thanked Finance Director Baragary and her staff for the dedicated job they perform. He stated he had the utmost confidence in how they are doing their jobs.

Councilor Menke agreed and thanked Ms. Baragary and Accountant II Julie Orth for the excellent work they perform.

Mr. Gillette then briefly reviewed the audit for the McMinnville Urban Renewal Agency. He stated that there was an unmodified clean opinion on the Agency's financial statements.

Following brief discussion, Mayor Olson thanked Mr. Gillette and the Audit Committee. Councilor Hill added that Fred Stemmler has been a welcome addition to the Audit Committee.

1 b

PRESENTATION: MID-YEAR BUDGET REVIEW: Finance Director Baragary thanked the City Council for the opportunity to present the Mid-Year Budget Review. She noted that although Mr. Bob Wells has presented the review in the past, additional duties have taken him away from the City. She noted that Mr. Wells holds McMinnville up as an example of how to do budgeting correctly and he continues to be a resource for staff.

Ms. Baragary stated that the recent salary survey is bringing employees' salaries closer to market levels. The necessary bumps in salary will be taken over a three-year period. The City is faced with several challenges in 2016 - 2017, especially as it related to PERS. She explained that in 2015, an Oregon Supreme Court decision overturned legislation that would have significantly lowered the cost of the PERS employee pension plan. As a result, the City's employer contribution rates for the 2015 through 2017 were substantially higher than rates for the previous biennium.

(For example, rates for Tier 1/Tier2 employees increased from 18.28% to 21.24% of subject wages.) To provide perspective, Ms. Baragary explained that the General Fund paid nearly \$2.0 million to PERS in FY2015; therefore, a 10 percent increase in rates impacts the General Fund by approximately \$200,000.

Ms. Baragary pointed out that the health insurance premium costs continue to rise and that in January 2016, premiums for general service employees were slated to increase by 12 percent.

Ms. Baragary discussed the favorable economic indicators and pointed out that real market values on property are increasing; and the continuing low interest rates seem to be favorable to the construction industry. She estimated that the projected reserves at the end of fiscal year 2015 - 16 will be at approximately 37 percent. She cautioned that while the reserves are still above policy minimums, the City will to be financially conservative as it moves forward.

In summary, Ms. Baragary stated that while it is necessary to recognize the need to maintain healthy reserves, it is good to take care of the City's employees. She recollected Mr. Wells' quote, "I would recommend continuing the successful approach you have used."

Councilor Menke thanked Ms. Baragary for giving the Mid-Year Report and stated that the Council greatly respects Ms. Baragary's opinion on this matter.

2

RESOLUTIONS

2 a

MAKING CERTAIN CITY OF McMinnville BUDGETARY TRANSFERS FOR FISCAL YEAR 2015 - 2016: Finance Director Baragary stated that the resolution was brought to the Council because of an opportunity that came to the Urban Renewal Agency as a result of one of the projects in the Transportation Bond. She explained that when the 2015 - 16 Budget was adopted, the \$163,000 loan to the Urban Renewal Agency had not been anticipated. Local budget law allowed amending the Budget and the transfer would amend the General Fund budget by increasing the special payments category and decreasing the operating contingency.

Councilor Menke MOVED to adopt Resolution No. 2016-7 making certain City of McMinnville budgetary transfers for fiscal year 2015 - 2016; SECONDED by Councilor Jeffries. Motion PASSED unanimously.

2 b

APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE CITY OF McMinnville AND THE McMinnville Urban Renewal Agency: Planning Director Montgomery explained that this resolution was the companion piece to the budget amendment resolution. Passage of this resolution, along with the

loan agreement and promissory note would allow the City Manager to execute the note to move the loan forward.

Responding to Councilor Ruden's inquiry, City Attorney Koch explained that the loan, in the amount of \$163,000, reflects a three year term with no prepayment penalty and the interest rate is set at one percent above the rate the City is earning from the Local Government Investment Pool (LGIP). The interest rate will be adjusted annually based on the annual rate from the LGIP.

Councilor Ruden **MOVED** to adopt Resolution No. 2016-8 approving a loan agreement and promissory note between the City of McMinnville and the McMinnville Urban Renewal Agency; **SECONDED** by Councilor Yoder.

3 ADVICE / INFORMATION ITEMS

3 a and b COUNCIL AND DEPARTMENT HEAD REPORTS: No Council or Department Reports were heard.

4 **ADJOURNMENT:** Mayor Olson adjourned the meeting at 8:08 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 22: Establishing a recommended, conditionally permitted, and prohibited street tree list for the City of McMinnville

BACKGROUND:

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2016 - 22

A Resolution establishing a recommended, conditionally permitted, and prohibited street tree list for the City of McMinnville.

RECITALS:

WHEREAS, Section 17.58.090 (Street Tree Standards) of the McMinnville Zoning Ordinance requires that, except where approved by the Landscape Review Committee, the species of street trees to be planted within public rights-of-way -shall be chosen from an approved street tree list; and,

WHEREAS, to satisfy this requirement, City staff has prepared such a list (Exhibit "A"), which has been subsequently reviewed by the McMinnville Landscape Review Committee, the Oregon Department of Forestry, and McMinnville Water and Light, all of whom are in support of the proposed list; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McMINNVILLE, OREGON AS FOLLOWS:

The "McMinnville Street Tree List", attached as Exhibit "A," is hereby approved as the guiding document in the selection of street trees for planting within public rights-of-way in McMinnville.

Adopted by the McMinnville City Council at a regular meeting held the 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

Exhibit “A”

McMinnville Street Tree List

Recommended, Conditionally Permitted, and Prohibited Street Trees

Section 17.58.090 (Street Tree Standards) of the McMinnville Zoning Ordinance notes that the species of street trees to be planted in McMinnville shall be chosen from the “approved street tree list” unless approval of another species is given by the McMinnville Landscape Review Committee. The purpose of this document is to provide such a list for use by those proposing to plant trees within the public rights-of-way of McMinnville.

Within the McMinnville Zoning Ordinance, street trees are defined as *“a living, standing woody plant typically having a single trunk at least 1.5 inches in diameter at a point six inches above mean ground level at the base of the trunk that is located within the street right-of-way.”* Such trees are regulated by the standards put forth in Chapters 17.57 (Landscaping) and 17.58 (Trees) of the McMinnville Zoning Ordinance; further guidelines regarding their use and placement are provided in this document.

In general, McMinnville’s street trees should have the following characteristics:

- Single trunked to allow for adequate vision clearance;
- Growth characteristics that allow for the lower branching to be maintained at a minimum of eight feet above grade to allow for adequate vision and pedestrian clearance;
- Non-columnar to provide the maximum amount of tree canopy (some exceptions);
- Relatively deeper rooting system to protect sidewalks, lawns, and utilities;
- Not brittle or weak-wooded;
- Deciduous;
- Do not drop excessive amounts of litter (fruits, nuts), have thorns, or excessive sap; and
- Not listed as a prohibited tree.

The street trees recommended below were selected for their general adherence to these basic principles. It is important to note, however, that each site is unique and

while in most cases these trees will be appropriate, at other times they may not be due to soil conditions, drainage, specific cultivar, streetscape design considerations, vertical and horizontal space availability, or the presence of nearby utilities and structures. In those cases, alternate species may be permitted or required by the Landscape Review Committee.

This list is subject to modification as additional observations are made regarding growth characteristics of tree varieties within street tree conditions, as well as with the introduction of new and appropriate cultivars.

When considering tree spacing, please note that the spacing noted below are maximums. The purpose of the street tree ordinance is, in part, to “establish and maintain the maximum amount of tree cover on public and private lands in the City.” This objective is taken into consideration when reviewing specific tree variety spacing, especially concerning more columnar varieties where closer spacing may be required.

RECOMMENDED STREET TREES –

The following tree species are generally acceptable for use as street trees:

Small Trees

Typically:

- Small or narrow stature trees (less than 25 feet in height).
- Minimum planting strip width: four feet.
- Spaced to provide a continuous canopy at maturity.
- Appropriate for planting underneath overhead utility lines.

Cherries and Plums

Flowering Cherry (varieties such as: Okame, Akebono, Accolade, Rosea, and Mt Fuji)	Prunus sargentii
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Flowering Plum (varieties such as: Thundercloud, Allred, Mt. St. Helens)	Prunus x blireiana
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Maples

Tartarian Maple	Acer tataricum
Trident Maple	Acer buergeranum
Japanese Maple (varieties over 20' tall)	Acer palmatum

Other

Flowering Dogwood	Cornus florida/kousa
Forest Pansy Redbud	Cercis canadensis 'Forest Pansy'
Japanese Tree Lilac	Syringa reticulata
Tall Stewartia	Stewartia monadelphica

Medium Trees

Typically:

- Mature height of 25-40 feet
- Minimum planting strip width: five feet.
- Spaced to provide a continuous canopy at maturity.

Cherries and Pears

Flowering Pear (varieties such as Capital, Aristocrat, Redspire, Trinity)	<i>Pyrus calleryana</i>
Flowering Cherry (varieties such as Kwanzan, Royal Burgundy, Yoshino)	<i>Prunus serrulata</i>
Sargent Cherry	<i>Prunus sargentii</i>

Maples

Norway Maple (varieties such as Cleveland, Crimson King, Deborah)	<i>Acer platanoides</i>
David's Maple	<i>Acer davidii</i>
Hedge Maple	<i>Acer campestre</i>
Red Maple (varieties such as Red Sunset, October Glory, Autumn Spire)	<i>Acer rubrum</i>

Other

American Hophornbeam	<i>Ostrya virginiana</i>
Eastern Redbud	<i>Cercis canadensis</i>
European Hornbeam	<i>Carpinus betulus</i>
Goldenrain Tree	<i>Koelreuteria paniculata</i>
Honeylocust (thornless variety)	<i>Gleditsia triancanthos</i> 'inermis'
Jacquemontii Birch	<i>Betula jacquemontii</i>
Japanese Snowbell	<i>Styrax japonicus</i>
Pacific Dogwood	<i>Cornus nuttallii</i>
Tricolor Beech	<i>Fagus sylvatica</i> 'Tricolor'
Yellow Wood	<i>Cladrastis lutea</i>

Large Trees

Typically:

- Large trees with mature height over 40 feet.
- Minimum planting strip width: six feet.
- Spaced to provide a continuous canopy at maturity.

Other

Accolade Elm	<i>Ulmus japonica</i> 'Morton'
Bur Oak	<i>Quercus macrocarpa</i>
Chinese Elm, Alee and Athena Classic	<i>Ulmus parvifolia</i> 'Emer I' and 'Emer II'
Chinese Pistache	<i>Pistachia chinensis</i>

Ginkgo (male variety)
Hackberry
Japanese Pagoda Tree
Katsura Tree
Sawleaf Zelkova
Tulip tree

Ginkgo biloba
Celtis occidentalis
Sophora japonica
Cercidiphyllum japonica
Zelkova serrata
Liriodendron tulipifera

CONDITIONALLY PERMITTED STREET TREES –

The following trees are not generally recommended for use as street trees in that they may exhibit one or more of the following characteristics:

1. Invasive root systems;
2. Weak wood;
3. Branch patterns that cause visibility issues; or
4. Susceptible to insect damage.

Use of these trees may be permitted under special circumstances and only after approval is granted by the Landscape Review Committee and only if the problems are satisfactorily met and accepted by the owner, and so noted on the approved plan.

Big leaf maple	Acer macrophyllum – Very large
Birches	Betula spp – Low branching, invasive roots, susceptible to aphids
Black Tupelo	Nyssa sylvatica – Female varieties have small fruit
Box Elder	Acer Negundo – Subject to wind damage
Conifers	Needles, low branching
Elm, DED resistant	Ulmus – Susceptible to pests and storm damage
European Beech	Fagus sylvatica – Some nuts, surface roots
Kentucky Coffee Tree	Gymnocladus dioica – Litter
Lindens	Tilia, spp- Susceptible to aphids
London Plane Tree	Platanus acerifolia – Large seed pods, aggressive roots
Magnolia	Magnolia virginiana/soulangiana – Litter
Mountain ash	Sorbus aucuparia – Litter
Pin Oak	Quercus palustris – Low branching
Red Alder	Alnus rubra – Short lived, brittle, pest prone
Scarlet Oak	Quercus coccinea – Nuts
Shumard Oak	Quercus shumardii – Nuts
Silk Tree	Albizzia julibrissi – Litter, aggressive roots
Silver Maple	Acer saccharinum – Subject to wind damage, large surface roots
Sycamore	Platanus acerifolia – Aggressive roots, prone to disease

PROHIBITED STREET TREES –

The following trees exhibit one or more of the following characteristics and are therefore not permitted as street trees:

1. Low or weeping branches which cause visibility problems;
2. Invasive root system which may damage underground utilities;
3. Subject to disease or insects;
4. Poisonous; or
5. Fruit drop which causes messy sidewalks and pavement.

Ash	Emerald ash borer disease
Catalpas	Catalpa spp
Cottonwoods, Poplars, Aspens	Populus spp
Fruit trees	All commercial and large fruiting varieties
Ginkgo (female variety)	Ginkgo biloba
Goldenchain Tree	Laburnum watererii
Hawthorns	Crataegus spp
Locusts	Robinia spp
Nut trees	All commercial and fruiting varieties
Pin Oak	Quercus palustris
Sweetgums	Liquidambar spp
Tree-of-Heaven	Ailanthus
Willows	Salix spp



City Council- Regular

Meeting Date: 05/10/2016

Subject: Property Management Agreement
resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 23: - A Resolution approving the Property Management Agreement for the City owned property at 4600 NE Riverside Drive.

BACKGROUND:

As part of the original planning and construction of the Water Reclamation Facility, several adjacent properties were purchased and remain in City ownership. The purpose of those acquisitions was to accommodate future expansion and growth of the treatment plant, and to limit the number of "neighbor" conflicts that can occur between sewage treatment facilities and adjacent properties.

In total, the City owns approximately 113 acres of property at and surrounding the WRF. The footprint of the recently expanded treatment plant and the Fire Department's training tower site occupy approximately 26.5 acres. Much of the remaining area is leased from the City and farmed, generating approximately \$7,000 in annual revenue for the Wastewater Services fund.

One residential structure, located at 4600 NE Riverside Drive, remains on the City owned properties. This residence is a two-story, four-bedroom, two-bath structure that the City has used as a rental. This rental generates approximately \$12,650 in annual revenue for the Wastewater Services fund. The revenue generated by the rental is offset by the site's property taxes (approximately \$2,400 per year) and the costs of repairs and upkeep at the site (budgeted at \$4,800 for FY16).

Since 2007, the City has used Warren Dunn of Windermere Pacific Crest Realty (WPCR) as the property manager for the rental. WPCR was selected through a competitive request for proposals process.

WPCR acts as an agent of the City. As the City's agent, WPCR offers the property for rent, screens potential tenants, negotiates and signs rental agreements and renewals, bills tenants and collects rents, serves notices regarding enforcement of rental agreements, and coordinates and arranges for maintenance and repairs. WPCR charges a monthly management fee of 9.5% of the gross rent collected.

Warren Dunn has notified the City that he is retiring from his property management duties, and has transferred those efforts to his son, Shawn Dunn. The attached resolution and Property Management Agreement reflect the transfer of the property manager responsibilities for the City owned house at 4600 NE Riverside Drive, to Shawn Dunn of Windermere Pacific Crest Realty.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving the property management agreement for the City owned property at 4600 NE Riverside Drive.

Attachments

Resolution

PROPERTY MANAGEMENT AGREEMENT

SITE MAP

RESOLUTION NO. 2016 - 23

A Resolution approving the Property Management Agreement for the City owned property at 4600 NE Riverside Drive.

RECITALS:

Since 2007, the City has used Warren Dunn of Windermere Pacific Crest Realty (WPCR) as the property manager for the City owned property at 4600 NE Riverside Drive. WPCR was selected through a competitive request for proposals process.

WPCR acts as an agent of the City. As the City's agent, WPCR offers the property for rent, screens potential tenants, negotiates and signs rental agreements and renewals, bills tenants and collects rents, serves notices regarding enforcement of rental agreements, and coordinates and arranges for maintenance and repairs. WPCR charges a monthly management fee of 9.5% of the gross rent collected.

Warren Dunn has notified the City that he is retiring from his property management duties, and has transferred those efforts to his son, Shawn Dunn. The attached Property Management Agreement reflects the transfer of the property manager responsibilities for the City owned house at 4600 NE Riverside Drive, to Shawn Dunn of Windermere Pacific Crest Realty.

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

1. That entry into a Property Management Agreement between the City of McMinnville and Shawn Dunn, Windermere Pacific Crest Realty is hereby approved.
2. The Community Development Director is hereby authorized and directed to execute the Property Management Agreement.
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 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

PROPERTY MANAGEMENT AGREEMENT

This Agreement made this _____ day of _____, 201____, between City of Mc Minnville ("Owner") and Windermere Pacific Crest Realty ("Agent"). The Owner appoints the Agent as the exclusive manager and agent for the management of the following property ("Owner's Property"): 4600 NE Riverside Dr.

This Agreement shall become effective as of the 1st day of June, 2016, and shall continue until terminated by either party by giving the other party at least 30 days prior written notice.

Services Provided by the Agent:

1. Agent will use its reasonable skill and efforts to serve Owner's present tenants and to obtain suitable new tenants for vacancies in Owner's Property, furnishing the services below in connection with these duties. However, Agent cannot guarantee suitable tenants will fill vacancies.
2. Agent will keep detailed records of receipts and disbursements related to the Owner's Property. Funds which represent tenants' conditionally refundable security deposits shall be deposited in Agent's Client Trust Account.
3. Agent will provide Owner with a full written "statement of account" on or before the 15th day of each month. This "statement of account" will include a statement of receipts, expenses and disbursements during the preceding month.
4. Agent will, to the extent funds are available, pay out of the bank account established according to paragraph 2 above, expenses connected with the management and operation of the Owner's Property and Agent's compensation. In addition to the expenses connected with the management and operation of Owner's Property, Agent will, to the extent funds are available, pay property taxes, insurance premiums, and mortgage payments, provided that Owner requests such payments and provides Agent with sufficient information to make such payments. After the payment of all expenses, any excess funds in the account shall be disbursed to Owner. If there are insufficient funds, owner authorizes agent to pay agent's fees before other obligations.

Owner Gives Agent the Following Authority:

1. To offer the premises for rent, to display "For Rent" signs and to rent the premises; and in the name of Owner, to negotiate and sign leases and rental agreements, together with renewals, on Owner's Property.
2. To bill tenants for rents in the name of Agent; to collect rents and give receipts; to endorse Owner's name on rent checks made payable to Owner and to deposit rents into the bank account mentioned above.

3. To sign and serve notices to tenants as Agent deems necessary or proper and to take and/or cause legal action to be taken against tenants as deemed necessary and proper by Agent for the enforcement of rental obligations or eviction of tenants. This includes but is not limited to the commencement of legal action in the name of and at the expense of Owner, as well as settlement, compromise and release where Agent reasonably determines such settlement, compromise or release is appropriate, of such actions or suits and, if Agent deems it reasonable or appropriate, to reinstate leases or rental agreements. Agent reserves the right to terminate any tenancy, in Agent's sole discretion. Owner understands that Agent may not be allowed under Oregon law or may not deem it appropriate to proceed on Owner's behalf in certain circumstances.

4. To arrange for all repairs considered necessary or appropriate by Agent for the maintenance of Owner's Property, to purchase materials and supplies, fixtures, equipment, advertising, and other third party services considered necessary or appropriate by Agent for the operation and rental of Owner's Property. Agent must, however, obtain owner's prior approval on all expenditures in excess of \$ ~~1000.00~~ (\$250 if left blank) for any one item except monthly or recurring charges and except emergency repairs necessary to protect Owner's Property from damage, loss of rental income, or to comply with applicable law or provisions of rental agreements. Agent will not inspect properties and will only address matters brought to Agent's attention pursuant to this Agreement.

5. To make contracts on Owner's behalf for utilities, garbage, and other public services.

6. To pay funds out of the Trust Account as considered by Agent to be necessary or appropriate in connection with the exercise of this authority or Agent's other duties under this Agreement, including reimbursement of Agent's expenses and payment of Agent's fees or commissions.

7. To terminate or not renew leases and rental agreements because of default by tenant, potential problems to property or potential problems with tenant that affect the value of the property or the management of the property or adjoining properties owned by Owner or managed by Agent.

Owner Agrees to:

1. Deposit with Agent the sum of \$ ~~1000.00~~ (\$250 if left blank) as an initial operating reserve and reimburse the reserve fund to maintain the initial balance if Agent is required to use funds to cover cost of managing Owner's Property.

2. Pay any shortfall resulting from Agent's disbursements being in excess of the rents and revenues collected by Agent. Owner agrees to pay such shortfall within 15 days of Agent making a demand for such payment. **Owner understands, however, that Agent is only required to pay out funds in connection with Owner's Property to the extent funds belonging to Owner are available. Owner is responsible to keep sufficient funds on hand to pay all expenses in connection with rental and management of Owner's Property.**

3. Be responsible for obtaining and maintaining appropriate liability insurance and casualty insurance on Owner's Property. However, Agent will, upon request by Owner, pay any insurance premiums from the bank account mentioned above, to the extent funds are available. Owner to supply Agent with certificates of insurance for all Owner-provided insurance. Owner agrees to obtain and maintain liability insurance, including

a rental extension of liability policy with minimum liability amounts of \$500,000 per occurrence naming agent, its employees, agents, officers, and directors as an additional named insured on the policy. Owner will provide evidence of insurance. The policy must give at least 30 days notice of cancellation or non-renewal to Agent.

4. Cooperate to the reasonable extent necessary for Agent to fulfill its obligations under this agreement, including but not limited to executing a power of attorney. Agent will obtain Owner's permission before initiating a legal action against a Tenant, including an eviction, but Agent is not obligated to pursue a legal action on Owner's behalf. Owner will pay all legal costs and fees, including attorneys fees, incurred in bringing a legal action against a Tenant. Owner will also pay any judgments entered against Owner or Agent in legal actions with a tenant.

5. To indemnify, save, and hold Agent harmless from any and all claims, loss, liability, or expense (including attorney fees) of any nature asserted by tenants of Owner's Property, Owner, or others, as well as those arising out of the use or condition of Owner's Property claimed by tenants, Owner, or any other person. It is the intention of the parties that, insofar as possible, insurance cover these matters. To the extent that they are not covered by insurance, Owner is responsible; except, of course, Owner is not responsible for matters which are not covered by insurance and which are the result of Agent's breach of this Agreement, willful misconduct or gross negligence.

6. Pay Agent a monthly management fee of 9.5 percent of the gross amount collected from tenants (excluding only refundable deposits), to be paid monthly to Agent at 835 N.W. Adams Street, McMinnville, Oregon 97128.

7. Agent is not responsible for any damages or losses, including but not limited to, failure to make necessary repairs or late charges imposed by any mortgage company when funds were not available in Owner's account sufficient to make any such payment.

8. Owner understands that Agent is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to those requiring that refundable deposits be held in a Client Trust Account and those prohibiting unlawful discrimination in housing and other related services. Owner acknowledges receipt of the brochure "What Everyone Should Know About Equal Opportunity in Housing". Owner further understands that these rules and regulations may change from time to time.

9. Owner agrees to provide Agent with all information about Owner's Property and existing tenants which is or may be useful or necessary to Agent in performing Agent's management duties under this Agreement. This information includes but is not limited to information concerning problems with or defects in Owner's Property, past dealings with tenant could adversely impact any future dealings with tenants and notices or communications concerning Owner's Property received from tenants or governmental agencies in the past. Owner has disclosed the following matters concerning Owner's Property or the tenants at the beginning of this Agreement: _____

10. If Owner fails to perform Owner's obligations under this Agreement, Agent shall be entitled to recover Agent's attorney fees, even though no suit or action is filed. If a suit or action is filed to enforce or

interpret this Agreement (including suits or actions brought in the bankruptcy court to seek relief from automatic stay to obtain adequate protection, or otherwise assert an interest of Owner or Agent in the bankruptcy proceeding), the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by law, such sums as the court may adjudge as reasonable for the prevailing party's attorney fees in the action and in the appeal or any bankruptcy hearing.

11. Failure of either party to insist on strict performance of any term or condition of this Agreement shall not constitute or be interpreted as a waiver or relinquishment of the right to enforce that or any other term or provision of the agreement.

12. Any written notice, consent, service of process, demand or other document required to be given under this Agreement will be deemed to have been given when personally delivered or after deposit in the United States mail, first class postage prepaid and addressed to a party as follows:

If to Owner: City of McMinnville ATTN: Michael Bisset
230 N.E. 2ND ST.
McMinnville, OR 97128

If to Agent: Windermere Pacific Crest Realty
835 N.W. Adams Street
McMinnville, Oregon 97128

13. Owner understands that Agent conducts professional property management and sales in the area. Agent will, therefore, be offering other properties which might actually or arguably compete with Owner's Property for tenants. Owner understands and agrees that Agent will not have any liability or responsibility to Owner if Agent rents such competing or arguably competing property for another of Agent's clients or if Agent sells property listed by it to a party who might otherwise be a prospective tenant of Owner's Property.

14. Owner has read this entire agreement, including any exhibits. This document contains the entire agreement between the parties concerning this subject matter and supersedes all prior and contemporaneous discussions, agreements, promises, representations and understandings, oral or written. This Agreement may only be modified in writing signed by all parties and shall be binding upon and operate to the benefit of the parties and their respective heirs, successors and assigns.

Owner Requests the Following:

1. Initial rental amount to be \$ 1050.00 Rent + \$1300.00 Security Deposit or Agent's evaluation of prevailing rental market value.

2. Any change in rental amounts must be approved by Owner.

3. Restrictions: NoPets NoCats No Dogs Small Dogs Only

Other: Outdoor pets only. Additional \$200.00 security deposit
per pet. Tenants to pay all utilities. Tenants to maintain
yard: flower beds. City to maintain well: water conditions

4. Lease Terms: ___ Month to Month Minimum 6 Months ___ Minimum 12 Months
Other: Three months to month

5. Smoking Policy: ___ Prohibited on the Premises ___ Allowed on the Premises Allowed in the following areas of the Premises: no smoking in dwelling.

6. Unless specified otherwise in this Agreement, Owner shall be responsible for payment of all mortgage or trust deed payments, property taxes, special assessments, homeowner's association fees and premiums for casualty and liability insurance for the premises.

7. Agent shall not pay mortgage ___ or property taxes ___ from proceeds or other funds paid on behalf of Owner unless initialed in this sentence.

8. Agent will remit payments to Owner as follows: Send monthly checks to city of McMinnville

AGENT

OWNER

By _____

Phone _____

SSN _____

Phone _____

SSN _____

Phone _____



Windermere
Pacific Crest Realty

02/05/2016

Dear City of McMinnville,

Greetings! My name is Shawn Dunn. As you know by previous conversations with my father, Warren Dunn, he will be retiring/slowing down on the property management end of his business and focusing on the broker aspects of real estate. With that change, I am excited to be stepping in as your property manager. I want to assure you that business, as you know it, will not be any different. The only thing that is changing is the name on the contract. Instead of Warren's name, it will have mine.

I promise you that the same level of professionalism, dedication and care that you have experienced with my father in his 16 years of property management with Windermere Pacific Crest Realty, is my mantra. Warren will be in the office from time to time providing me with further guidance and direction. I feel blessed to have this amazing opportunity and the resource of my father's knowledge in this industry.

An updated contract is included for your review and signature. Please deliver the signed copy to the office or drop into the mail at your earliest convenience. I am excited to represent you and your future endeavors in the real estate rental market.

Sincerely



Shawn C. Dunn

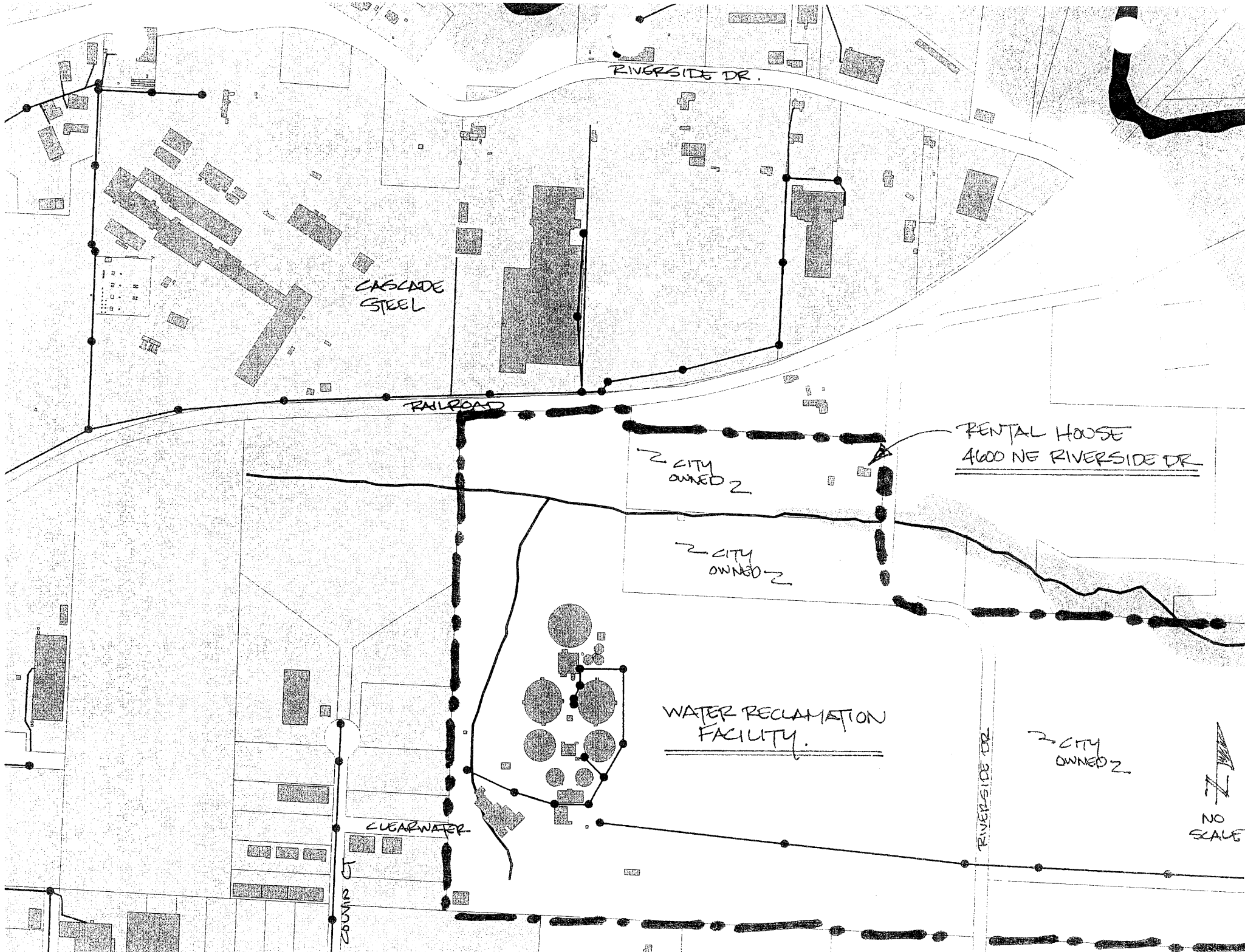
Windermere Pacific Crest Realty
Property Management
Office - 503-474-1115 ext 2
Cell - 503-680-4925

835 N.W. Adams Street • McMinnville, OR 97128
(503) 474-1234 • Fax (503) 474-1221

RECEIVED

MAR 21 2016

COMMUNITY DEVELOPMENT
CENTER



RIVERSIDE DR.

CASCADE STEEL

RAILROAD

CITY OWNED

RENTAL HOUSE
4600 NE RIVERSIDE DR.

CITY OWNED

WATER RECLAMATION FACILITY.

SUGARWATER

COURT ST

RIVERSIDE DR.

CITY OWNED

NO SCALE



City Council- Regular

Meeting Date: 05/10/2016

Subject: ATAD#2 recoating contract award resolution

From: Mike Bisset, Community Development Director

AGENDA ITEM:

Resolution No. 2016 - 24: A Resolution awarding the contract for the ATAD #2 Coating Project, Project No. 2016-1.

BACKGROUND:

The adopted FY16 Wastewater Capital Fund (77) budget contains funds (\$100,000) to recoat the inside of the ATAD #2 tank at the Water Reclamation Facility. ATAD #1 was recoated as part of the recently completed WRF Expansion Project.

At 2:00pm on Thursday, April 28, 2016 the bids for the project were publicly opened and read aloud at the Community Development Center Conference Room. Five bids were received. The summary of received bids is as follows (a copy of the detailed bid tabulation is available at the City Engineer's office):

CONTRACTOR	BID AMOUNT
Western Partitions	\$57,147
Hancock Sandblast and Paint	\$74,783
Long Painting Co.	\$109,500
HCI Industrial and Marine Coating	\$110,940
Purcell Painting and Coatings	\$131,390

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?
- Was the First Tier Subcontractors Disclosure form submitted on time?

- Did the Bidder provide a Bid Bond?

The low bidder, Western Partitions Inc. of Tigard, Oregon, completed all of these items properly and should be considered the lowest responsive bidder. A minor error of \$1.00 was made in Item B of the bid and doesn't affect the results.

The engineer's estimate for this project was between \$60k and \$100K based on the coating work completed on ATAD #1 as part of the WRF Expansion Project.

It is anticipated that the project will begin in Mid-May be completed by the end of June.

RECOMMENDATION:

Staff recommends that the City Council award the contract for the ATAD #2 Coating, Project 2016-1, to Western Partitions Inc. in the amount of \$57,147.00.

Attachments

Resolution

RESOLUTION NO. 2016 - 24

A Resolution awarding the contract for the ATAD #2 Coating Project, Project No. 2016-1.

RECITALS:

At 2:00pm on Thursday, April 28, 2016 the bids for the project were publicly opened and read aloud at the Community Development Center Conference Room. Five bids were received. The low bidder, Western Partitions Inc. of Tigard, Oregon, completed all of these items properly and should be considered the lowest responsive bidder. A minor error of \$1.00 was made in Item B of the bid and doesn't affect the results. A detailed breakdown of the received bids is on file in the Engineering Department.

This project's funding is contained in the Wastewater Capital Fund (Fund 77).

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

1. That entry into a contract with Western Partitions, Inc., in the amount of \$57,147.00, is approved.
2. That the City Manager is hereby authorized and directed to execute a contract with Western Partitions Inc., for the work associated with the ATAD #2 Coating Project.
3. 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 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 05/10/2016

Subject: Edmunston Street culvert repair
consulting services resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 25: A Resolution to enter into a Personal Services Contract with CESNW for engineering services associated with the Edmunston Street Culvert Repair Project, Project 2016-6.

BACKGROUND:

Originally constructed prior to 1970 and repaired in 1987, the corrugated metal plate culvert in Cozine Creek on Edmunston Street has started to fail. This 10 foot diameter culvert provides the lone access to two homes on the west side of Cozine Creek. The City has requested CESNW to investigate options for the repair or replacement of this culvert.

The scope of work (attached) for this contract includes data collection, alternatives development and evaluation, and project cost estimation. The contract may be amended at a later date to include services for final design, permitting, and construction assistance once the repair or replacement alternative has been selected.

The estimated fee for this work is \$4,960.00, and funding for this project is included in the Street Fund (20).

RECOMMENDATION:

Staff recommends that the City Council award the contract for the Engineering Services associated with the Edmunston Street Culvert Repair Project, Project, Project 2016-6, to CESNW for the estimated fee of \$4,960.

Attachments

Resolution
SCOPE OF WORK
VICINITY MAP

RESOLUTION NO. 2016 - 25

A Resolution awarding the contract for engineering services associated with the Edmunston Street Culvert Repair Project, Project 2016-6.

RECITALS:

Originally constructed prior to 1970 and repaired in 1987, the corrugated metal plate culvert in Cozine Creek on Edmunston Street has started to fail. This 10 foot diameter culvert provides the lone access to two homes on the west side of Cozine Creek. The City has requested CESNW to investigate options for the repair or replacement of this culvert.

The Scope of Work for this contract includes data collection, alternatives evaluation, preliminary construction cost estimates, and recommendations for the selection of the repair or replacement alternative.

The estimated fee for this Scope of Work is \$4,960.

Funding for this project is included in the Street Fund (20).

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

1. That entry into a Personal Services contract between the City of McMinnville and CESNW with a total estimated fee of \$4,960.00 is hereby approved.
2. The City Manager is hereby authorized and directed to execute a contract with CESNW, for the work associated with the Edmunston Street Culvert Repair Project, Project 2016-6.
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 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



April 15, 2016

Mr. Larry Sherwood, Project Manager
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

**RE: Proposal for Engineering Services:
Edmunston Road Culvert Repair
McMinnville, Oregon**

Dear Mr. Sherwood:

Thank you for the opportunity to present our proposal to perform engineering services on the above referenced project. For purposes of this agreement the term "Client" shall refer to City of McMinnville and "Engineer" shall refer to CESNW, Inc.

Upon acceptance of this agreement, please provide all available information pertinent to the project including previous reports and any other data relative to design or construction of the project prior to our beginning work. These items we may use and rely upon in performance of our services under this agreement.

The exiting CMP plate culvert in Edmunston Road is starting to fail. This portion of Edmunston Road serves two homes. The City has requested CESNW to investigate options for the repair/replacement of the culvert and prepare preliminary cost estimates. It is anticipated that the options we would evaluate may include:

1. Alternative access for the two homes and removal of the culvert.
2. Replacement of the existing culvert with a 3 sided bridge or box culvert.
3. Lining or repair of the existing culvert.

We shall provide, for Client, professional engineering services in all phases of the project to which this agreement applies as hereinafter provided. Please refer to the attached General Conditions for Professional Services for further explanation of services.

The services we propose to perform in accordance with generally accepted professional practices are:

1. Data Collection

- Site visit with City staff to review current site conditions.
- Obtain existing asbuilt information, photos and records of past efforts regarding this culvert.
- Prepare basemap from City GIS information to be used for evaluation of the available options.

2. Alternative Evaluation

- Research options for alternative access for the two properties involved.
- Research current options for repair or reconditioning of CMP plate structures.
- Preliminary sizing of replacement culvert or 3 sided bridge.
- Investigate permitting requirements

3. Preliminary Construction Cost estimates

- Prepare preliminary construction cost estimates for the alternatives considered (assumed 3 alternatives).
- Meeting with Staff to review alternatives and estimated construction costs.

4. Memorandum/Report

- Prepare memorandum of our findings and recommendations.

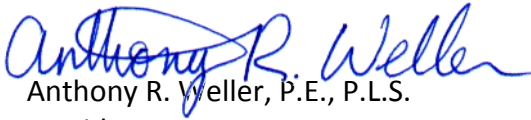
In Consideration of the services to be rendered hereunder, we hereby agree to perform our services in accordance with the following schedule:

1. Data Collection	\$1,120.00
2. Alternative Evaluation	\$1,920.00
3. Preliminary Construction Cost Estimates	\$1,280.00
4. Memorandum/Report	<u>\$640.00</u>
TOTAL SERVICES	\$4,960.00

We look forward to working with you and are prepared to begin on this project at your convenience.

If this proposal is acceptable, please have the authorized signature placed below and return one copy to us.

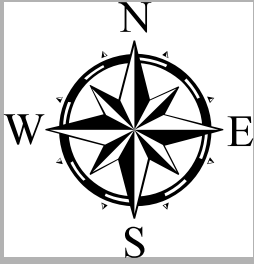
Sincerely,
CESNW, INC.


Anthony R. Weller, P.E., P.L.S.
President

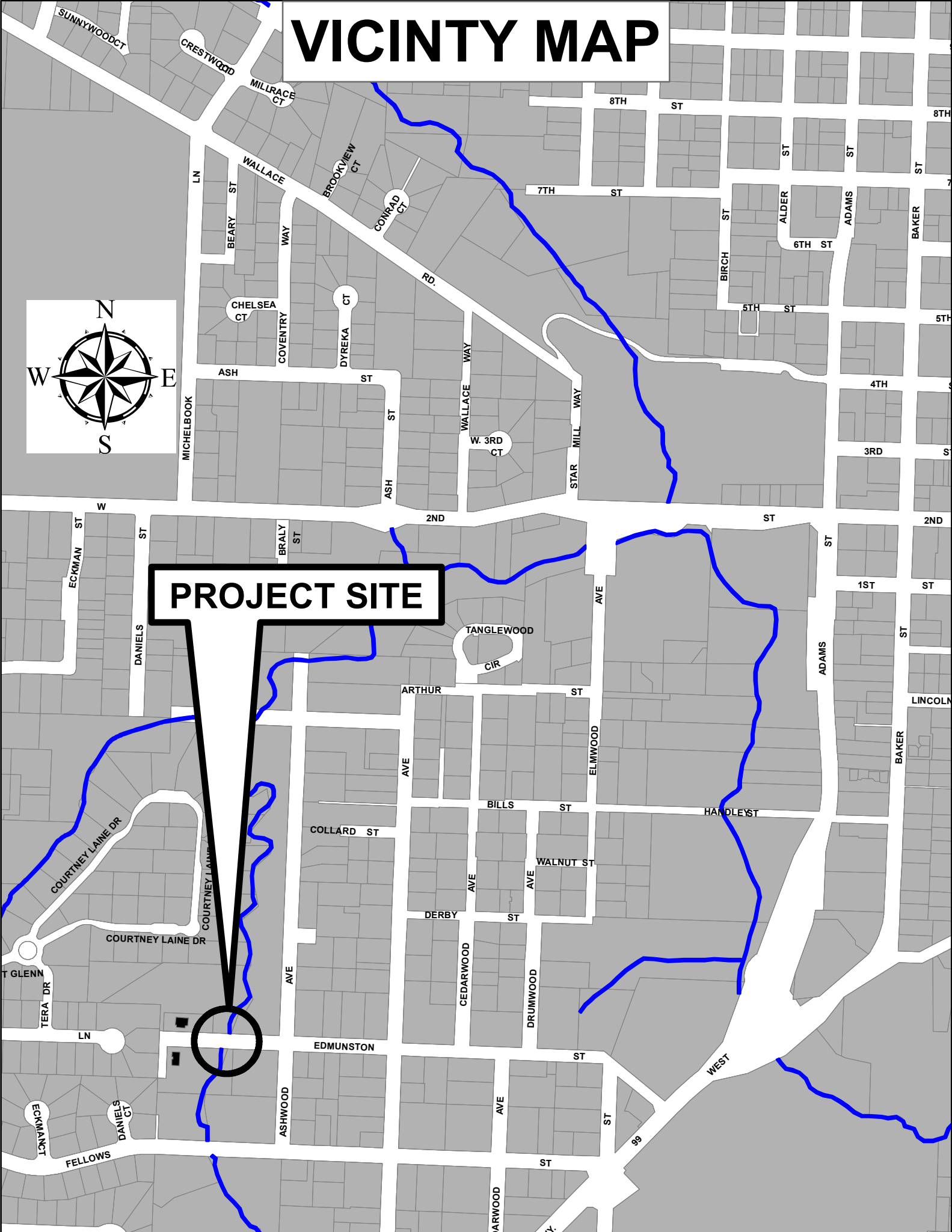
Acceptance of Proposal:

By: _____
Name: _____
Company: _____
Address: _____
Address: _____
Phone: _____
Fax: _____
Date: _____

VICINITY MAP



PROJECT SITE





City Council- Regular

Meeting Date: 05/10/2016

Subject: Hill Rd & Baker Creek Rd jurisdiction
transfer resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 26: A Resolution accepting the transfer of jurisdiction over portions of the following county roads inside and outside the City of McMinnville: NW Hill Road and NW Baker Creek Road.

BACKGROUND:

The voter approved 2014 Transportation Bond measure included a project to improve the Hill Road corridor between 2nd Street and Baker Creek Road. The Hill Road corridor, and Baker Creek Road west of Michelbook Lane, are county roads under the jurisdiction of Yamhill County.

In order to facilitate the improvement of the Hill Road corridor to the minor arterial standards in the City's Transportation System Plan, the City requested that Yamhill County initiate the process to transfer jurisdiction of Hill Road (from 300 feet south of the NW 2nd Street north to NW Baker Creek Road) and Baker Creek Road (from NW Michelbook Lane to 800 feet west of NW Hill Road) to the City. The proposed limits of the transfer will allow the City to design, construct, and maintain appropriate traffic control facilities at the Hill Road / 2nd Street and Hill Road / Baker Creek Road intersections.

On April 7, 2016, the Yamhill County Board of Commissioners ("Board") held a duly noticed public hearing to consider the requested transfer. In a unanimous vote, the Board adopted Board Order 16-130 (attached) tendering a formal offer to the City to transfer the noted roadways to the City. The proposed intergovernmental agreement between Yamhill County and the City regarding the transfer of jurisdiction is attached.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution accepting the transfer of jurisdiction offer from Yamhill County, and authorizing the City Manager to sign the proposed intergovernmental agreement.

Attachments

Resolution

ATTACHMENT 1 - BOARD ORDER 16-130
INTERGOVERNMENTAL AGREEMENT
MAP

RESOLUTION NO. 2016 - 26

A Resolution accepting the transfer of jurisdiction over portions of the following county roads inside and outside of the City of McMinnville: Hill Road and Baker Creek Road.

RECITALS:

On January 5, 2016, the City of McMinnville indicated its interest in pursuing the transfer of jurisdiction over the following Yamhill County roads or segments of roads located within the County and or partially within the City of McMinnville:

1. Hill Road, from 300 feet south of NW 2nd Street north to NW Baker Creek Road;
2. NW Baker Creek Road from NW Michelbook Lane to 800 feet west of NW Hill Road

On April 7, 2016 the Yamhill County Board of Commissioners ("Board") held a duly noticed public hearing to consider the requested transfer. In a unanimous vote, the Board adopted Board Order 16-130 (attached) tendering a formal offer to the City to transfer the noted roads to the City. The proposed intergovernmental agreement between Yamhill County and the City regarding the transfer of jurisdiction is attached.

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

1. That the offer of Yamhill County, Oregon, as contained in Board Order 16-130 dated April 7, 2016 and attached and incorporated into this Resolution as Attachment 1, to surrender and transfer to the City of McMinnville jurisdiction over those portions of the roads listed in the Order, is hereby accepted. The City's acceptance of the offer constitutes both acceptance of an offer to transfer jurisdiction under ORS 373.270 with respect to roads inside the city limits and approval of an agreement to acquire right-of-way under ORS 373.260(1)(b) with respect to roads outside the city limits. For purposes of ORS 373.260(2), the consideration for the agreement is the County's relinquishment to the City of jurisdiction over the subject roads.
2. That the City Manager is authorized and directed to sign the attached intergovernmental agreement between Yamhill County and the City of McMinnville regarding the transfer of jurisdiction of the roads described above.
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 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

ATTACHMENT 1

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of an Order Tendering a Formal)	
Offer Under ORS 373.270 and ORS 373.260 to)	
Transfer to the City of McMinnville Jurisdiction)	BOARD ORDER 16- 13b
Over Segments of NW Hill Road and NW Baker)	
Creek Road Located In or Near the City of)	
McMinnville, to the City of McMinnville,)	
at the Request of the City)	

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of County business in formal session on April 7, 2016 Commissioners Mary Starrett, Stan Primozych, and Allen Springer being present.

THE BOARD MAKES THE FOLLOWING FINDINGS:

A. On January 5, 2016, the City of McMinnville, through its Community Development Director, indicated its interest in pursuing the transfer of jurisdiction over the following County roads or segments of roads located within the County and or partially within the City of McMinnville:

- (1) Hill Road, from 300 feet south of NW 2nd Street North to NW Baker Creek Road;
- (2) NW Baker Creek Road from NW Michelbook Lane to 800 feet West of NW Hill Road.

B. The City requested initiation of the transfer process, to facilitate its improvement of the above-described road segments to meet the Minor Arterial standards contained in the City’s Transportation System Plan. The proposed limits of the transfer requests will allow the City to design, construct and maintain appropriate traffic control facilities at the Hill Road / 2nd Street and the Hill Road / Baker Creek Road intersections.

C. In accordance with ORS 373.270, on March 11, 2016, notice of a proposed hearing on this matter was posted at six locations, in the County and within the City of McMinnville. The hearing was held on April 7, 2016, to accept testimony and to consider whether the requested transfer of jurisdiction is “necessary, expedient or for the best interests of the county,” as required by ORS 373.270(4).

D. Based upon the record of the public hearing and the request of the City of McMinnville, the Board finds that the transfer of jurisdiction over the above described roads and road segments is in the best interest of the County. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. Yamhill County hereby offers to transfer to the City of McMinnville, jurisdiction over the following portions of Yamhill County roads:

- (a) Hill Road, from 300 feet south of NW 2nd Street North to NW Baker Creek Road;
- (b) NW Baker Creek Road from NW Michelbook Lane to 800 feet West of NW Hill Road.

2. Upon the City of McMinnville's enactment of appropriate municipal legislation accepting the County's offer to transfer jurisdiction, and in accordance with ORS 373.270(7), the offer shall be deemed accepted with the following effect:

- (a) The jurisdiction of the County over the subject portions of road or for their improvement, construction or repair shall cease;
- (b) The full and absolute jurisdiction over the subject portions of road for all purposes of repair, construction, improvement and the levying and collection of assessments therefor shall vest in the City of McMinnville; and
- (c) The City of McMinnville shall have the same jurisdiction over the subject portions of road as by its charter and the laws of the state are given or granted it over any of the public streets and alleys of the City.

This transfer of jurisdiction over roads and road segments, including segments outside the city limits of the City of McMinnville, does not effect a change to the city limits, nor does the County's action purport to grant authority to the City over properties adjacent to such roads and road segments that are not located within the City of McMinnville.

3. As soon as reasonably practicable following the City's enactment of appropriate municipal legislation described in numbered paragraph 2, the County will enter into an agreement with the City under ORS Chapter 190 and ORS 373.260, under which the City will assume responsibility for any construction, improvement or maintenance of those portions of the above specified roads

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or road segments that are outside the city limits of the City as the City deems necessary, and under which the County will relinquish jurisdiction over such road segments.

DONE at McMinnville, Oregon on April 7, 2016.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

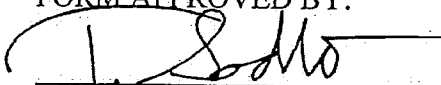
BRIAN VAN BERGEN

County Clerk

By: 

Deputy LUCY FLORES MENDEZ

FORM APPROVED BY:


TIMOTHY S. SADLO

Senior Assistant County Counsel


MARY STARRETT


STAN PRIMOZICH


ALLEN SPRINGER

Accepted by Yamhill County
Board of Commissioners on
4.7.16 by Board Order
16-130

INTERGOVERNMENTAL AGREEMENT BETWEEN YAMHILL COUNTY AND THE CITY
OF McMinnville REGARDING THE TRANSFER OF JURISDICTION OVER COUNTY
ROADS OR ROAD SEGMENTS TO THE CITY OF McMinnville

This intergovernmental agreement is between Yamhill County, a political subdivision of the State of Oregon ("County"), and the City of McMinnville, a municipal corporation ("City").

RECITALS:

A. On January 5, 2016, the City of McMinnville, through its Community Development Director, indicated its interest in pursuing the transfer of jurisdiction over the following County roads or segments of roads located within the County and or partially within the City of McMinnville:

- (1) Hill Road, from 300 feet south of NW 2nd Street North to NW Baker Creek Road;
- (2) NW Baker Creek Road from NW Michelbook Lane to 800 feet West of NW Hill Road.

B. On April 7, 2016, the Board held a duly noticed public hearing on the proposed transfer, to accept testimony and to consider whether the requested transfer of jurisdiction is "necessary, expedient or for the best interests of the county," as required by ORS 373.270(4).

C. Based upon the record of the public hearing and the request of the City of McMinnville, the Board found that the transfer of jurisdiction over the above described roads and road segments is in the best interest of the county, and the county formally tendered an offer to the city to transfer to the city jurisdiction over the above referenced roads and road segments that are within the city limits of the City of McMinnville. On _____, 2016, by Resolution 2016-____, the City formally accepted jurisdiction over the above referenced roads and road segments that are within the city limits of the City of McMinnville.

D. As stated, portions of the above county roads and road segments are outside of the City of McMinnville. Under ORS 373.260:

"(1) The county court or the board of county commissioners of any county and the authorities of any city within the county may enter into an agreement for the construction, improvement or repair of, and the acquisition of right of way for:

- (a) Any county road or city street within the corporate limits of the city.
- (b) Any road without such city, if it has a population of less than 100,000, but leading directly to it.

(2) In the agreements the parties shall agree upon the proportion which each shall contribute toward such acquisition, construction, improvement or repair and upon the method and kind of acquisition, construction, improvement or repair to be made."

E. The City of McMinnville has a population of less than 100,000, and all of the roads and road segments listed herein lead directly to the City.

F. As stated in the above-referenced resolutions adopted by the County and the City, it is the intent of the parties that the City will assume responsibility for any construction, improvement or maintenance of those portions of the above specified roads and/or road segments that are outside the city limits of the City as the City deems necessary, and the County will relinquish jurisdiction over such road segments, in perpetuity, unless this arrangement is changed in the future by agreement and/or other actions of a party or the parties under the laws of the State of Oregon;
NOW, THEREFORE;

IT IS HEREBY AGREED BY THE COUNTY AND THE CITY AS FOLLOWS:

1. This agreement is entered into between the parties under ORS Chapter 190 and ORS 373.260,

2. In perpetuity, unless this arrangement is changed in the future by agreement and/or other actions of a party or the parties under the laws of the State of Oregon:

- (a) The County relinquishes jurisdiction over the subject roads and/or portions of roads, including but not limited to authority over and/or responsibility for their improvement, construction and/or repair, and for all costs associated with their improvement, construction and/or repair;
- (b) The full and absolute jurisdiction over the subject roads and/or portions of roads for all purposes of repair, construction, improvement and the levying and collection of assessments therefor hereby vests in the City of McMinnville; and
- (c) The City of McMinnville shall have the same jurisdiction over the subject portions of road as by its charter and the laws of the state are given or granted it over any of the public streets and alleys of the city.

3. This transfer of jurisdiction over roads and road segments outside the city limits of the City of McMinnville does not effect a change to the city limits, nor does the County's action purport to grant authority to the city over properties adjacent to such roads and road segments that are not located within the City of McMinnville.

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This agreement shall take effect on the date it has been executed by both parties, as evidenced by their dated signatures, below.

DONE at McMinnville, Oregon on the dates specified below, 2016.

CITY OF MCMINNVILLE

YAMHILL COUNTY

By: _____

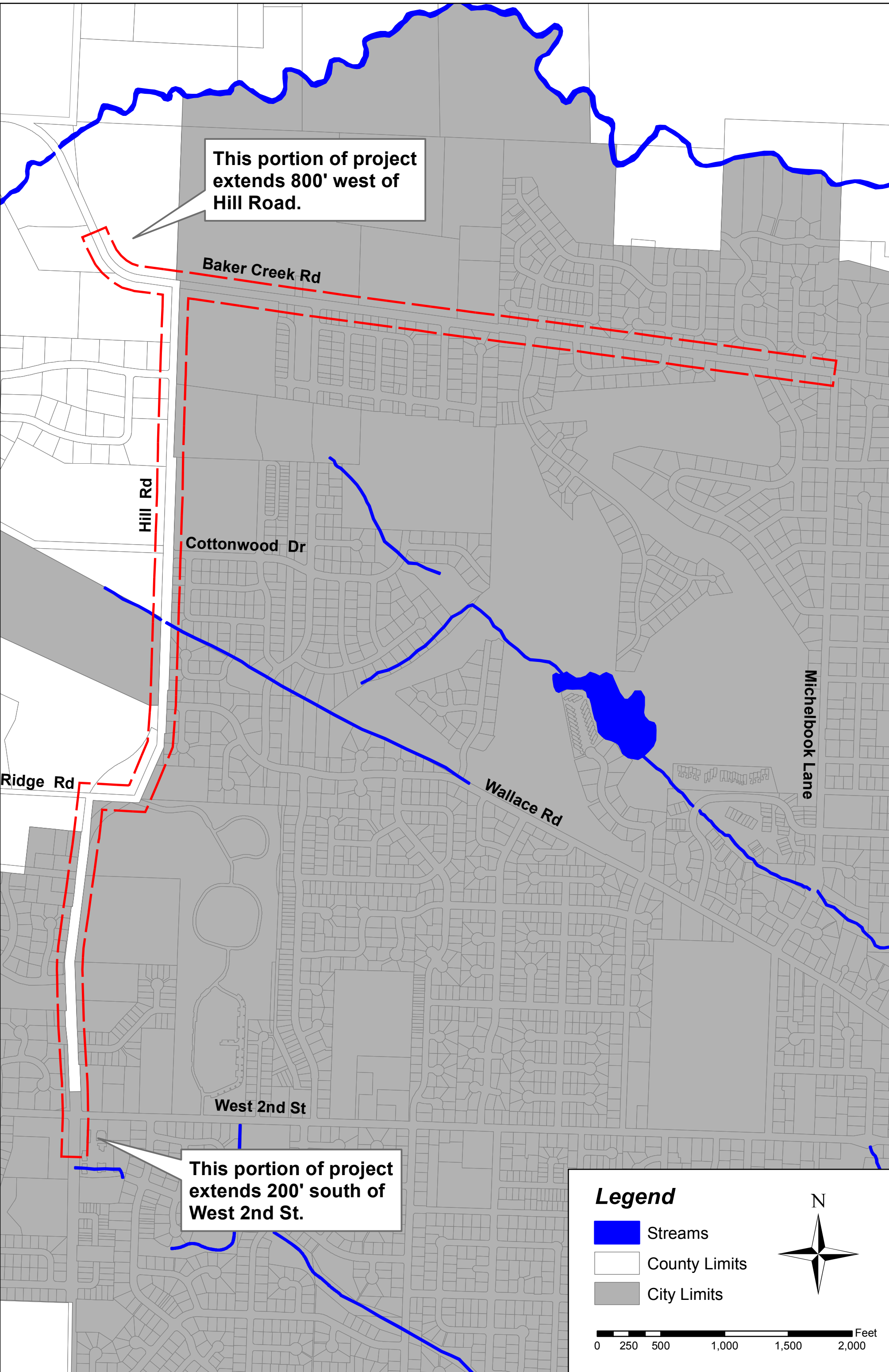
By: _____

Date: _____

Date: _____

FORM APPROVED BY:

TIMOTHY S. SADLO
Senior Assistant County Counsel

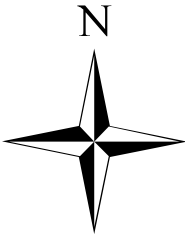


This portion of project extends 800' west of Hill Road.

This portion of project extends 200' south of West 2nd St.

Legend

- Streams
- County Limits
- City Limits



0 250 500 1,000 1,500 2,000 Feet



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 27: Approving entering into an intergovernmental agreement between the State of Oregon and City of McMinnville for Disposal of Surplus Property

BACKGROUND:

City Council – Regular

Meeting Date: 05/10/2016

Subject: Resolution approving an intergovernmental agreement with the State of Oregon for the disposal of surplus property

Agenda Item:

Resolution No. 2016-__: A Resolution approving entering into an intergovernmental agreement between the State of Oregon and the City of McMinnville for Disposal of Surplus Property

Background:

The State of Oregon Department of Administrative Services administers a program whereby local governments can dispose of surplus property in a cost effective manner, while obtaining a fair price for the surplus property. There are several advantages to participating in the State's surplus program. With the program, City property is offered to agencies on-line and at the State's warehouse, increasing the number of possible buyers and helping ensure the City receives a fair price for the property offered for sale. In addition, disposal via the State's program ensures that all buyers are eligible to purchase governmental property and also ensures appropriate documentation for the bidding process and sale of the property.

In consideration of services provided by the State, the City pays an administrative fee for each transaction. In addition, the State may also require the payment of a service fee or marketing fee under certain circumstances. Upon sale of the surplus property, the State transmits the net proceeds to the City.

Recommendation: Staff recommends that the City Council approve entering into an intergovernmental agreement between the State of Oregon and the City of McMinnville for the disposal of surplus property.

Attachments

Resolution

Surplus Property Disposal IGA

RESOLUTION NO. 2016 - 27

A Resolution approving entering into an intergovernmental agreement between the State of Oregon and City of McMinnville for Disposal of Surplus Property

RECITALS:

The Oregon Department of Administrative Services Surplus Property program exists to ensure transparency in the disposal of surplus property, to ensure the fair and equitable redistribution of surplus property, to provide low cost items to eligible agencies for purchase, and to return the most money possible to the agency selling surplus property. In administering the Surplus Property program, the State provides services related to acquisition, distribution, utilization, disposal or sale of Surplus Property for local governmental agencies.

The City desires to enter into an intergovernmental agreement between the State of Oregon and the City of McMinnville for the purpose of disposing of property owned by the City that is no longer needed for City purposes. Entering into an intergovernmental agreement with the State of Oregon allows the City to dispose of property in an efficient and cost effective manner, ensuring that surplus property is sold through a competitive bidding process to eligible buyers and is sold for a fair price.

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

1. That entry into an intergovernmental agreement between the State of Oregon and the City of McMinnville is hereby approved.
2. The City Manager is hereby authorized and directed to execute the agreement with the State of Oregon.
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 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY
FOR DISPOSAL OF SURPLUS VEHICLES, HEAVY EQUIPMENT,
TITLED TRAILERS & WATERCRAFT**

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____ day of _____, _____, by and between the State of Oregon; Department of Administrative Services, (the “State”) and _____ (the “ Local Contracting Agency ”) (collectively, the “Parties”) for the purpose of setting forth the terms and conditions for services to be provided by the State for the disposal of surplus Vehicles, Heavy Equipment, Titled Trailers and Watercraft owned or under the control of the Local Contracting Agency.

RECITALS

Pursuant to ORS 190.110 and ORS 279A.250 to ORS 279A.285 (the “Authorizing Statutes”) and rules adopted in accordance with the Authorizing Statutes, the State is authorized to enter into intergovernmental agreements with state agencies, local governments and special government bodies for the acquisition, distribution, utilization, disposal or sale of surplus personal property in accordance with federal and state laws.

The parties to this Agreement wish to enter into this Intergovernmental Agreement for the disposal of Surplus Property. In entering into this Agreement, the Parties understand and acknowledge that the Local Contracting Agency has no obligation to utilize any of the Services (as defined hereafter) provided by the State pursuant to the Agreement. Notwithstanding this understanding and acknowledgment, the Parties agree that any transaction with respect to the Services provided hereunder shall be governed by this Agreement.

The Parties agree as follows:

1. DEFINITIONS

- (a) “Administrative Fee” means the fee, calculated in accordance with the Administrative Fee Schedule attached hereto as Attachment A, which is charged to the Local Contracting Agency by the State for the disposal of a Property Item.
- (b) “Marketing Fee” means the fee charged to a Local Contracting Agency for the cost incurred by the State in connection with the marketing of a Property Item.
- (c) “Property Item” means Surplus Property of the Local Contracting Agency which the Local Contracting Agency requests the State to dispose of pursuant to this Agreement.
- (d) “Reserve Price” means the minimum Transaction Price that the Local Contracting Agency will accept for the sale of the Property Item.

- (e) “Service Fee” means the fee charged to the Local Contracting Agency to cover the cost of repairs, maintenance or other services expended on a Property Item, by or at the direction of the State, when such repairs, maintenance or services may, in the judgment of the State, be expected to increase the potential Transaction Price of a Property Item.
- (f) “Services” means the acquisition, distribution, utilization, disposal or sale of Surplus Property of the Local Contracting Agency by the State.
- (g) “Surplus Property” means surplus personal property owned or under the control of the Local Contracting Agency that is designated by the Local Contracting Agency to be disposed of by the State.
- (h) “Surplus Property List” means the inventory list of Property Items for disposal maintained by the State.
- (i) “Transaction” means the disposal of a Property Item or group of Property Items by the State for and on behalf of the Local Contracting Agency.
- (j) “Transaction Price” means the disposal price received for a Property Item.

2. SERVICES TO BE PROVIDED.

The State agrees to provide the Services to the Local Contracting Agency on the terms and conditions set forth in the Agreement.

3. TERM OF THE AGREEMENT.

- (a). The Term of the Agreement shall be for a period of five (5) years commencing on the date it has been signed by the Parties and received all approvals required by applicable law.
- (b). The Agreement may be terminated by the Parties as provided in Section 6 below.

4. COMPENSATION TO THE STATE.

- (a). In consideration for the performance of the Services, the Local Contracting Agency shall pay an Administrative Fee to the State for each Transaction. In addition, the State may also require the payment of a Service Fee and Marketing Fee under the circumstances described hereafter. Local Contracting Agency agrees to pay these fees as assessed by the State.
- (b). The State may charge a Service Fee to the Local Contracting Agency where, in the judgment of the State, the potential Transaction Price of the Property Item may be increased by the repairs, maintenance or services on the Property Item.

- (c). The State may charge a Marketing Fee under the circumstances set forth in Section 5 and Section 7 (c).
- (d). The amount due each of the Parties from the Transaction Price for the disposal of the Property Item shall be calculated as set forth hereafter:
 - (1) First, the Administrative Fee shall be calculated and deducted from the Transaction Price and retained by the State.
 - (2) Second, if a Service Fee or Marketing Fee has also been incurred by the State in connection with the disposal of a Property Item, such fees will be deducted from the balance of the Transaction Price remaining after the deduction of the Administrative Fee. These fees shall also be retained by the State.
 - (3) The balance of the Transaction Price remaining after the deductions set forth in (1) and (2) above shall be remitted to the Local Contracting Agency within thirty (30) days of the receipt of the Transaction Price by the State.

5. REMOVAL OF PROPERTY ITEM FROM SURPLUS PROPERTY LIST

The Local Contracting Agency may, at any time, remove a Property Item from the Surplus Property List by notifying the State in writing. Upon receipt of the notice, the State shall take all actions required to stop marketing efforts in progress for the specified Property Item. As a condition of the removal of the Property Item from the Surplus Property List under this Section, the Local Contracting Agency agrees to pay to the State, within thirty (30) days of receipt of an invoice, the greater of \$100 or the sum of the any Service Fee and Marketing Fee incurred by the State in connection with the Property Item.

6. TERMINATION OF THE AGREEMENT

- (a) This Agreement may be terminated without liability or penalty, by either party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- (b) The State may terminate this Agreement immediately without liability or penalty in the event funding sufficient to support the program is suspended, withdrawn, denied or terminated. The State shall have absolute discretion to determine the availability of sufficient funding, and may effect termination of this Agreement by delivery of written notice to the Local Contracting Agency.

7. RESPONSIBILITY OF THE LOCAL CONTRACTING AGENCY

- (a) Local Contracting Agency understands and acknowledges that it is under no obligation to utilize the Services of the State.
- (b) In the event that the Local Contracting Agency wishes to utilize the Services provided by the State, it will follow the guidelines established by the State

(www.oregonsurplus.com – see Local Government). The information submitted to the State shall contain true and correct information known or, which through due inquiry, reasonably should have been known, by the Local Contracting Agency.

- (c) The Local Contracting Agency may specify a Reserve Price for each Property Item. If the Local Contracting Agency chooses to specify a Reserve Price for a Property Item, it will provide the State with information to support the reasonableness of the requested Reserve Price. The Reserve Price will not be lowered without the agreement of the Local Contracting Agency. If the Local Contracting Agency chooses to specify a Reserve Price, the State may charge a Marketing Fee for any additional expense attributable to the marketing of the Property Item.
- (d) The Local Contracting Agency shall provide such additional information about the Property Item as may be requested by the State in order to provide the Services in an effective and efficient manner.
- (e) The Local Contracting Agency agrees to allow all Administrative Fees, Service Fees and Marketing Fees to be deducted from the Transaction Price in accordance with Section 4 prior to the final disbursement of the balance of the Transaction Price to the Local Contracting Agency. (**Note:** Decal/sticker removal fees may be avoided by removing decals/stickers prior to turning property over to the State.)
- (f) Local Contracting Agency shall maintain such insurance as it may deem appropriate on each Property Item to be disposed of by the State pursuant to this Agreement. **The State hereby notifies the Local Contracting Agency that the State does not maintain insurance for the damage to or destruction of any Property Item.**

8. REPRESENTATION AND WARRANTIES OF THE LOCAL CONTRACTING AGENCY AND AGREEMENT TO INDEMNIFY FOR BREACH

Local Contracting Agency hereby represents and warrants as follows:

- (a) that it is authorized by applicable statutes, administrative rules, ordinances, charter provisions, by-laws and or other applicable governing authority to enter into this Agreement and the Transactions contemplated by this Agreement.
- (b) that this Agreement, when executed and delivered, is a valid and binding obligation of the Local Contracting Agency that is enforceable in accordance with its terms;
- (c) that it owns or is lawfully in possession of the Surplus Property which it authorizes the State to sell in connection with the Services.
- (d) that the information provided to the State with respect to each Property Item is true and correct to the best of its knowledge.
- (e) that it will indemnify the State for any losses the State might suffer as a consequence of the breach of any of the representations and warranties set forth in Section 8 (a) through 8 (d) above.

9. RESPONSIBILITY OF THE STATE.

- (a) The State shall endeavor to use commercially reasonable efforts in providing the Services to the Local Contracting Agency.
- (b) The State will notify the Local Contracting Agency in writing at least thirty (30) days prior to any scheduled changes in services and or fees.
- (c) The State shall be obligated to transmit the proceeds of each Transaction to the Local Contracting Agency in accordance with the terms of the Agreement.
- (d) The State will take necessary actions to assist the Local Contracting Agency to become a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions.

10. LIMITATION OF LIABILITY

The State's maximum liability for any damages claimed by the Local Contracting Agency, whether in contract or tort, shall not exceed the Administrative Fee which was charged the Local Contracting Agency for disposal of the Property Item (if the Property Item was disposed of) or the Administrative Fee that would have been charged (in the event that the Property Item was not disposed of) by the State. The Local Contracting Agency agrees that in no event shall the State be liable for any damage or destruction of a Property Item or for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits or revenue, including, but not limited to, delay, interruption of business activities, or lost receipts.

11. INDEMNIFICATION BY THE LOCAL CONTRACTING AGENCY

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Local Contracting Agency shall indemnify the State against any liability for personal injury or damage to life or property arising from the Local Contracting Agency's actions under this Agreement provided, however, the Local Contracting Agency shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

12. ASSIGNMENT

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

13. WAIVER

The failure to either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that

party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal or competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. VENUE, CHOICE OF LAW AND CONSENT

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the State (and/or any other agency or department of the State of Oregon) and Local Contracting Agency that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

17. INDEPENDENT CONTRACTOR STATUS

The State shall perform all of the Services as an independent contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of partners, joint-ventures, an association between the State and the Local Contracting Agency or a principal/agent relationship. Nor shall the employees, agents or representatives of either party be considered to be employees, agents or representatives of the other party for any purpose.

18. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR

PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFEVTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

19. NO THIRD PARTY BENEFICIARIES

State and Local Contracting Agency are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide 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.

20. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery, facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address, number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.

Contact Information for the State:

Carla Jeannette, Program Analyst
State Surplus Property Program
PH (503) 378-2753
FAX (503) 378-8558
carla.jeannette@state.or.us

State of Oregon
Surplus Property Program
1655 Salem Industrial Drive NE
Salem, OR. 97301

Contact Information for the Local Contracting Agency:

(Name, Title)

(Representing)

(PH)

(FAX)

(email)

(Location)

(Address 1)

(Address 2)

(City, State, ZIP)

Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the

transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

21. AMENDMENTS

This Agreement may be amended only by written instrument signed by the Parties and approved as may be required by all applicable laws, rules and ordinances, Provided however that the Administrative Fee Schedule (Attachment A) may be changed by the State at any time without the consent of the Local Contracting Agency upon written notice to the Local Contracting Agency in accordance with Section 20.

22. SIGNATURES,

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having authority to execute this Agreement.

FOR THE STATE OF OREGON
Department of Adm. Services (DAS)
Enterprise Asset Management
Surplus Property Program

(Sign Name)

(Print Name)

(Title)

(Date)

FOR LOCAL CONTRACTING AGENCY

(Sign Name)

(Print Name)

(Title)

(Date)

Department of Adm. Services (DAS)
Enterprise Goods & Services
Procurement Services Program

(Sign Name)

(Print Name)

(Title)

(Date)

DAS Contracts Manager

ATTACHMENT A
ADMINISTRATIVE FEE SCHEDULE

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as 'other receivables'. Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

Administrative Fee - Vehicles, Heavy Equipment, Titled Trailers & Watercraft: *

July 1, 2015 through June 30, 2017:

For items sold onsite at Local Contracting Agency location: 13% of each sale

For items sold from State location: 17% of each sale

Service Fee – 3rd Party Towing:

\$ Actual cost (pass through)

Service Fee - Freight and Cartage (including Towing provided directly by State):

\$50.00/hr. (Bill in 15 minute intervals, one hour minimum), and \$2.00 per mile

Service Fee – Decal/sticker removal

\$50.00/hr. Billed in 15 minute increments, one hour minimum.

Service Fee - repairs, maintenance or services (i.e. battery, tire(s), etc.)

\$ Actual cost (pass through)

Marketing Fee – Supplemental Advertising:

As requested and approved by the property generating agency at: \$ Actual + 20%

* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles & Heavy Equipment. **Note:** Individual parts or attachments are categorized as personal property (i.e. tires are not a car; a grader blade is not a grader.)

Cars, pick-ups, trucks, graders, dozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Sno-cats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc.



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 28: Approving a lease between the City of McMinnville and the Good Olds Pace, LLC doing business as Cornerstone Coffee

BACKGROUND:

Please see attached resolution and lease.

Attachments

Reso-Lease

RESOLUTION NO. 2016 - 28

A Resolution approving a lease between the City of McMinnville and Good Olds Pace, LLC doing business as Cornerstone Coffee.

RECITALS:

Good Olds Pace, LLC currently leases the City owned property described as Parcel I (The North one-half of Lot 5, Block 8, in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon) and Parcel II (The South one-half of Lot 5, Block 8 in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon). Because, planned construction on Second Street will be occurring later than originally forecast, it is possible for the City to continue leasing this property through the end of calendar year 2016.

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

1. That the City Manager is authorized to execute a lease agreement with Good Olds Pace, LLC for the property described as Parcel I (The North one-half of Lot 5, Block 8, in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon) and Parcel II (The South one-half of Lot 5, Block 8 in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon).
2. That this resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a meeting held the 10th day of May 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of May 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

LEASE

This lease is entered into on this 10th day of May, 2016, by and between the City of McMinnville, a municipal corporation of the State of Oregon, hereinafter referred to as the "Lessor," and Good Olds Pace, LLC, a limited liability corporation, hereinafter referred to as the "Tenant."

Lessor leases to Tenant and Tenant leases from Lessor the real property, hereinafter referred to as the "Premises." The Premises are more particularly described as "That certain real property described as Parcel I (The North one-half of Lot 5, Block 8, in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon) and Parcel II (The South one-half of Lot 5, Block 8 in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon)."

Section 1. Occupancy

1.1 Original Term. This lease shall commence on May 10, 2016 and shall end on December 31, 2016, subject to the provisions of section 11.

1.2 Possession. Tenant is in possession of the Premises under the terms of a previous lease.

1.3 Renewal Terms. There shall be no renewal or extensions of this lease, unless expressly agreed to in writing by the parties.

1.4 Uses Permitted Upon the Premises.

1.4.1 Coffee Kiosk. Tenant shall use the Premises for the sole purpose of operating a drive-through coffee retail sales business which is conducted from a temporary and movable structure ("Structure") placed upon the property. The Structure shall comply with applicable building and health regulations and any costs shall be the sole expense of the Tenant. The Premises may also be used to park automobiles in compliance with the same restrictions as imposed on the adjacent City lot, and the Tenant may not specifically reserve spaces.

1.4.2 Storage Shed. Tenant may use the Lessor's Shed that is located on the leased premises during the term of the lease. Lessor is not responsible for maintaining or improving the Shed. Under the terms of this amendment, Lessor allows Tenant to use the Shed in an as-is condition and makes no warranties as to the condition of the Shed. Tenant assumes all responsibility and liability for the use of the Shed. Tenant will use the Shed solely for the purpose of storage and will keep it securely locked at all times.

2. Lease Payments

2.1 Lease Payments. Lessor will bill Tenant on or about the middle of each month for the lease payment covering the following month. Regardless of whether Lessee receives a bill or the date that the bill is received, all lease payments shall be due by not later than the first day of the month. For example, if Lessor sends a bill to Tenant on February 15, it will cover the lease period of March 1 through 31, and the payment will be due on March 1. The failure of Lessor to send a bill or Lessee to receive a bill shall not relieve the Lessee from the obligation to pay rent by the first day of each month that rent is due.

2.2 Lease Payment Amount. The initial lease payment amount for the period May 10 – 31, 2016, shall be \$885.72, and shall be due not later than May 13, 2016. Thereafter, the lease payment amount shall be \$1,248.00 per month. This lease payment amount has been calculated to include a lease amount, a charge for annual flower baskets and a charge equivalent to the charge of the McMinnville Downtown Association assessment.

2.3 Lease Payment Increases. DELETED.

2.4 Lease Payment Increase Calculation. DELETED.

2.5 Payment Address. Payments will be directed to City of McMinnville, Finance Department, 230 NE Second Street, McMinnville, Oregon 97128.

2.6 Late Payments. All amounts not paid by Tenant when due will bear interest at the rate of nine percent per annum, and each late payment shall be assess a late fee of \$10 per day late to a maximum late fee of \$100. Should Tenant fail to pay for ten (10) days after the payment is due, the Lessor may declare that the entire lease is terminated without further notice. This termination does not excuse the payment of the outstanding lease amount, inclusive of fees and interest. Lessor reserves the right to pursue all remedies available under the law. The parties agree that payment as agreed is a crucial element of this lease and is to be strictly complied with by Tenant. Acceptance by Lessor of a late payment does not waive this requirement in regard to future breaches.

2.7 Security Deposit. Upon execution of this lease, the Lessee shall pay to the Lessor a security deposit of \$2,500 ("Security Deposit") by not later than May 13, 2016. Should Tenant fail to pay the Security Deposit by that date, the Lessor may declare that the entire lease is terminated without further notice. Upon a default by the Lessee, the Lessor may apply so much of the Security Deposit as is necessary to cure the default or pay any expenses incurred as a result of default. The Lessor shall hold the Security Deposit without liability for interest. If the Lessee is not in default at the termination of this lease, the Lessor shall return to the Lessee any remaining balance of the Security Deposit

within 60 days after the termination or expiration of this Lease and the Lessee's vacation of the premises.

Section 3. Taxes

3.1 Taxes. Tenant will pay, when levied, a pro-rated share of fifty percent (50%) of real property taxes on the leased Premises, as well as one-hundred percent (100%) of any taxes upon personal property constructed and maintained upon the Premises. It is the intent of the parties that Lessor will not be required to pay any taxes or assessments on the leased Premises, during the term of the lease.

Section 4. Commercial Signs

4.1 Signs Not on the Structure. One low monument sign, rectangular in shape and not exceeding 2'X6', may be placed within a landscaped area. No other permanent freestanding sign may be erected. A-frame signs are not allowed. A sign may be indirectly lighted. No direct lighting is allowed. No festoons shall be placed upon the Premises or the Structure. All other signage shall be consistent with the requirements of the McMinnville Zoning Ordinance.

4.2 Signs on the Structure. Signs on the Structure shall be limited to the vertical sides of the Structure. No sign shall be placed on the sides of the Structure that are higher than the eave line or extend beyond the sides of the Structure.

4.3 Violations. As consideration for the Lessor entering into this lease, Tenant shall comply fully with the provisions controlling signs throughout the lease period and any extensions. Failure to comply shall constitute a failure of consideration, shall be a breach of contract, and shall, upon Lessor giving not less than 30 days written notice to Tenant, result in a termination of the lease and any extension.

Section 5. Transfer of Possession or Control

5.1 Assignment, Sublease, or Other Transfer of Possession or Control of the Premises. This lease is personal between Lessor and Tenant. Tenant will not assign this lease, sublease a portion or all of the Premises, encumber this lease or any interest in the Premises or improvements, or in any other manner transfer possession or control of the Premises to any other person without the prior written approval of the Lessor, which approval may be withheld at Lessor's sole discretion.

Section 6. Obligations of the Parties.

6.1 Utilities. The Tenant shall pay on a month to month basis for all utilities consumed. The Tenant will be responsible for removal of all refuse from the Premises.

6.2 Maintenance. Tenant shall, at its own cost and expense, keep and maintain the Premises and all other improvements in a condition of repair satisfactory to the Lessor. It is specifically acknowledged that the condition of repair includes appearance of the premises and improvements. Tenant is responsible for repair, maintenance, and the cost of replacement of any utilities, care and maintenance of the asphalt driving and parking areas, and planting and maintenance of the landscaping.

6.3 Compliance with Laws. Tenant will comply with all laws and ordinances promulgated by any governmental authorities when those laws and ordinances are applicable to the use or occupancy of the Premises. Any act or failure to act by Tenant or by any employee, invitee, or agent of Tenant in violation of any such laws and ordinances will be deemed a material breach of this lease.

Section 7. Liability to Third Parties

7.1 Tenant's Indemnification. Tenant agrees to defend, indemnify, and hold harmless Lessor from any claim, loss, liability, or cause of action or suit arising out of or in any way related to any activity of Tenant or Tenant's employees, invitees, or agents on the Premises, including the maintenance of improvements on the Premises in the exercise or enjoyment of any rights or privileges granted by this lease. In the event Tenant or any employee, invitee, or agent commits any act or omission that results in a penalty or fine being imposed upon the Lessor, Tenant agrees to pay such fine or penalty and hold Lessor harmless from costs and expenses in connection therewith.

7.2 Liability Insurance. Tenant will procure and maintain throughout the term of this lease, and any renewal hereof, at Tenant's cost, public liability and property damage insurance with the combined single limit of not less than \$1,000,000 for bodily injury, death, or property damage in connection with Tenant's use or occupancy of the Premises, or the exercise or enjoyment of rights or privileges granted by this lease. Lessor maintains the right to require Tenant to increase the limits of this coverage from time to time, to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase, and provided such insurance is available. Tenant will cause Lessor to be named as an additional insured on its liability policy. Tenant will provide Lessor with a certificate of insurance evidencing the required coverage and will provide Lessor with such evidence as Lessor may require from time to time that the policy remains in force. Failure to maintain liability insurance as required in this subsection constitutes a material breach of this lease.

7.3 Fire Insurance. Tenant will bear the expense of any insurance insuring the property of Tenant on the Premises against risks which can be covered by a standard fire insurance policy with an endorsement for extended coverage.

Section 8. Property Free from Liens, Bankruptcy, Etc.

8.1 Liens, Bankruptcy, Etc. Tenant shall keep the Premises free from all public, municipal, statutory, and construction liens which may be hereafter imposed upon the Premises. Any such attachment of liens on the Premises is considered by the Lessor to be a material breach of this lease. Tenant will also be in material breach of this lease in the event of its insolvency, an assignment by Tenant for the benefit of creditors, the filing by Tenant of a voluntary petition in bankruptcy, adjudication that Tenant is a bankrupt, the filing of an involuntary petition in bankruptcy and the failure of Tenant to seek a dismissal of the petition within thirty days after the filing, and the attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure a discharge of the attachment or release of the levy of execution within ten days after such attachment or execution.

Section 9. Attorney Fees

9.1 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party will be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, including attorney fees for any related appeals.

Section 10. Nondiscrimination

10.1 Nondiscrimination. Tenant will comply with all federal, state, and local laws and ordinances applicable to Tenant, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations, administrative rules, and amendments established pursuant to those laws, as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

10.2 Violation. In the event of breach of any of the above, Lessor will have the right to terminate this lease and to reenter and repossess the Premises and hold the same as if this lease had never been made, provided, however, that the Tenant allegedly in breach shall have the right to contest the alleged breach under applicable procedures and any sanctions under or termination of the lease will be withheld pending completion of these procedures.

Section 11. Termination

11.1 Termination. Provisions for termination at the end of the lease period are established in subsection 1.3.4 of this lease. Provisions for termination following a failure to comply with payment requirements are established in subsection 2.6 of this lease. Provisions for termination for failure to comply with signage requirements are established in subsection 4.3 of this lease. Provisions for termination for failure to follow anti-discrimination laws are established in subsection 10.2 of this lease. Provisions for termination for all other breaches of this lease are as follows: Lessor shall provide Tenant ten (10) days' notice of the failure to comply. Notice shall be effective a) three days after deposit in the United States Postal Service or b) immediately upon personal delivery. Should Tenant fail to bring his/her actions into conformance with the cited provision or provisions within the ten day period, the lease or any extension of the lease shall terminate on the thirtieth day following the last day of the ten day notice period.

11.2 Removal of Improvements. The Lessor requires that the Tenant restore the site to a clean and orderly condition and remove the Structure within ten days from the date of termination. If the Tenant fails to restore the Premises as described above, Lessor may restore the property and Tenant agrees to pay the reasonable expenses thereof. No further notice to Tenant shall be required.

Section 12. Abandonment

12.1 Abandonment of Premises. If Tenant abandons the Premises, Lessor may treat the abandonment as a material breach of this lease. Tenant will be deemed to have abandoned the Premises if it fails to occupy the Premises for a period of one year; however, Lessor may also consider Tenant to have abandoned the Premises by other acts, words, or conduct. No further notice to Tenant shall be required.

12.2 Abandonment of Personal Property. Any personal property remaining on the premises ten days after a termination of the lease for any reason will be deemed abandoned by Tenant and Lessor may make any disposition of such personal property as it deems appropriate. Lessor may charge Tenant for the reasonable costs incurred in disposing of such personal property. No further notice to Tenant shall be required.

Section 13. Nonwaiver

13.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision, or any other provision, in the future. No act or omission will constitute a waiver of this nonwaiver clause.

Section 14. Remedies

14.1 Reimbursement. Lessor may require, as a part of the cure of any violation by Tenant, reimbursement by Tenant to Lessor of any and all costs and expenses incurred by Lessor by reason of Tenant's violation of this lease.

14.2 Remedies on Default. If the lease is terminated for any reason, Tenant's liability to Lessor for damages will survive that termination, and the rights and obligations of the parties will be those provided in Section 11 as well as the following:

14.2.1 Lessor may re-enter, take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14.2.2 Following re-entry or abandonment, Lessor may re-let all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions, and may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Lessor will not be required to re-let to any tenant which Lessor may reasonably consider objectionable.

14.2.3 The above remedies will be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Section 15. Notices

15.1 Notices. Any notice required or permitted under this lease will be given when actually delivered or three days after being deposited with postage prepaid in the United States mail as registered or certified mail, addressed as follows:

To Lessor: City Manager
City of McMinnville
230 NE Second Street
McMinnville, OR 97128

To Tenant: Good Olds Pace , LLC
216 NE 3rd Street
McMinnville, OR 97128

or to such other address as may be specified from time to time in writing by either of the parties.

Section 16. Succession

16.1 Succession. Subject to the limitations set forth elsewhere in this lease on the transfer of Tenant’s interest, this lease will be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

Section 17. Modification of Access

17.1 Modification of Access. Lessor will, at some unspecified time in the future, need to address traffic issues at the corner of Second and Baker Streets where the Premises are located. Should Lessor need to modify access to Tenant’s Structure during the term of this lease, Lessor will provide an alternative access to the Structure. Tenant, by entering into this lease, acknowledges that this modification of access may be necessary and assents to the modification.

Section 18. Merger Clause

18.1 Merger Clause. This lease constitutes the entire agreement between the Lessor and the Tenant. No waiver, consent, modification, or change of terms of this lease shall bind either party unless in writing and signed by both Lessor and Tenant. 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 lease. By its signature, Tenant acknowledges he/she has read and understands this lease and agrees to be bound by its terms and conditions.

Section 19. Guaranty

19.1 Guaranty. Concurrently with the execution of this Lease, Lessee shall cause Mike Pace and Jason Olds to deliver to Lessee a personal guaranty of the Lease in the form attached hereto as Exhibit “A”.

CITY OF MCMINNVILLE

GOOD OLDS PACE, LLC

By: Martha Meeker, City Manager

By: Mike Pace, Member

Approved as to Form:

City Attorney

By: Jason Olds, Member

EXHIBIT "A"

GUARANTY

In consideration of the agreement of the City of McMinnville, a municipal corporation of the State of Oregon, ("Lessor"), to enter into a Lease dated May 10, 2016, (the "Lease") between Lessor and Good Olds Pace, LLC, an Oregon limited liability company ("Lessee"), pertaining to certain premises more particularly described as "That certain real property described as Parcel I (The North one-half of Lot 5, Block 8, in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon) and Parcel II (The South one-half of Lot 5, Block 8 in the ORIGINAL TOWN OF McMINNVILLE in Yamhill County, Oregon), the undersigned ("Guarantor") hereby unconditionally and irrevocably guarantees the punctual payment of all Rent, as defined in the Lease, and all other payments required to be paid by Lessee under the Lease, and the prompt performance of all other obligations of Lessee under the Lease. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several.

Guarantor shall be directly and primarily liable to Lessor for any amount due from Lessee under the Lease, without requiring that Lessor first proceed against Lessee, join Lessee in any proceeding brought to enforce this Guaranty, or exhaust any security held by Lessor. Guarantor agrees that Lessor may deal with Lessee in any manner in connection with the Lease without the knowledge or consent of Guarantor and without affecting Guarantor's liability under this Guaranty. Without limiting the generality of the foregoing, Guarantor agrees that any renewal, extension of time, assignment of the Lease, amendment or modification to the Lease, delay or failure by Lessor in the enforcement of any right under the Lease, or compromise of the amount of any obligation or liability under the Lease made with or without the knowledge or consent of Guarantor shall not affect Guarantor's liability under this Guaranty. Guarantor's liability under this Guaranty is absolute and continuing and shall not be affected by (i) any bankruptcy, reorganization, insolvency or similar proceeding affecting Lessee, nor by any termination or disaffirmance of the Lease or any of Lessee's obligations thereunder in connection with such proceeding, (ii) any lack of validity or enforceability of the Lease, (iii) any law, regulation order of any jurisdiction affecting any term of the Lease or any of Lessor's rights with respect thereto, or (iv) any other circumstance which might otherwise constitute a defense, set-off or counterclaim applicable to the Lease. This Guaranty shall remain in full force and effect until the performance in full to Lessor's satisfaction of all obligations of Lessee under the Lease.

Guarantor hereby waives any claim or other right now existing or hereafter acquired against Lessee that arises from the performance of Guarantor's obligations under this Guaranty,

including, without limitation, any rights of contribution, indemnity, subrogation, reimbursement or exoneration. Guarantor hereby agrees to indemnify, protect, defend and hold Lessor harmless from and against all claims, liabilities, losses and expenses, including legal fees, suffered or incurred by Lessor as a result of claims to avoid any payment received by Lessor from Lessee with respect to the obligations of Lessee under the Lease.

Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease. Guarantor further waives any setoff, defense or counterclaim that Lessee or Guarantor may have or claim to have against Lessor and the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

No failure or delay on the part of Lessor in the exercise of any power, right or privilege under this Guaranty or the Lease and no course of dealing with respect thereto shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any power, right or privilege thereunder preclude any other or further exercise thereof or the exercise of any other power, right or privilege. All rights and remedies existing under this Guaranty and the Lease are cumulative to, and not exclusive of, any rights and remedies provided by law or otherwise available.

This Guaranty and all obligations of any Guarantor hereunder shall terminate upon payment in full of all guaranteed obligations. If, at any time, all or part of any payment of the guaranteed obligations theretofore made by any Guarantor or any other person is rescinded or otherwise must be returned by Lessor for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any Guarantor or any other person), this Guaranty shall continue to be effective or shall be reinstated as to the guaranteed obligations which were satisfied by the payment to be rescinded or returned, all as though such payment had not been made.

If Lessor retains an attorney to enforce this Guaranty or to bring any action or any appeal in connection with this Guaranty, the Lease, or the collection of any payment under this Guaranty or the Lease, Lessor shall be entitled to recover its attorneys' fees, costs, and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which Lessor may be entitled. Any amount owing under this Guaranty shall bear interest from the date such amount was payable to Lessor to the date of repayment at a rate equal to the lesser of 9% and the maximum rate permitted by law.

Lessor shall have the unrestricted right to assign this Guaranty in connection with an assignment of the Lease without the consent of, or any other action required by, Guarantor. Each reference in this Guaranty to Lessor shall be deemed to include its successors and assigns, to whose benefit the provisions of this Guaranty shall also inure. Each reference in this

Guaranty to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. Within ten (10) days after delivery of written demand therefor from Lessor, Guarantor shall execute and deliver to Lessor a statement in writing certifying that this Guaranty is unmodified and in full force and effect, which statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the premises or property. If any provision of this Guaranty is held to be invalid or unenforceable, the validity or enforceability of the other provisions of this Guaranty shall not be affected.

GUARANTORS

Michael Pace
1336 NE Johnson Street
McMinnville, OR 97128

James Olds
1664 NW 6th Street
McMinnville, OR 97128

Date: _____

Date: _____



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Liquor License Applications

BACKGROUND:

Please see attached liquor license applications for Cougar's Mark Vineyard and Schaad Family Wines

Attachments

Cougar's Mark
Schaad Family Wines



City Recorder Use
Final Action:
 Approved Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Cougar's Mark Vineyard _____

BUSINESS LOCATION ADDRESS: 2803 NE Orchard Ave McMinnville, OR ____

LIQUOR LICENSE TYPE: Winery/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:

Oregon Wine Services _____

Hours of operation: N/A _____

Entertainment: _____

Hours of Music: _____

Seating Count: _____

EXEMPTIONS:

Exemption from alcohol server education requirements for an individual licensee or license applicant. Exemption from alcohol server education and liquor liability insurance requirements for a business licensed with an OLCC winery, brewery, or grower sales privilege license. Applicant swears and affirms alcohol beverages will not be sold for consumption and will not be consumed on the licensed premises.

Tritech Records Management System Check: Yes No

Criminal Records Check: Yes No

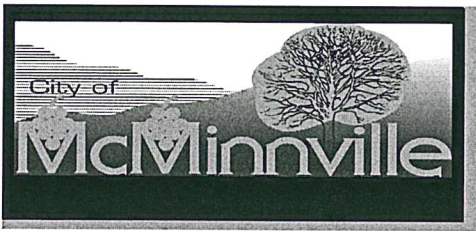
Recommended Action: Approve Disapprove

 5/3/16

Chief of Police / Designee



City Manager / Designee



City Recorder Use

Final Action:
 Approved Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Schaad Family Wines LLC
BUSINESS LOCATION ADDRESS: 1065 NE Alpine Ave McMinnville, OR
LIQUOR LICENSE TYPE: Winery-New Outlet

Is the business at this location currently licensed by OLCC

Yes No

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

A & D Winery

Hours of operation: Winery not open to the public

Entertainment: None

Hours of Music: None

Seating Count: None

EXEMPTIONS:

Exemption from alcohol server education and liquor liability insurance for a business licensed with an OLCC winery, brewery, or grower sales privilege license as applicant swears and affirms alcohol beverages will not be sold for consumption and will not be consumed on the licensed premises.

Tritech Records Management System Check: Yes No

Criminal Records Check: Yes No

Recommended Action: Approve Disapprove

 5/3/16

Chief of Police / Designee



City Manager / Designee



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 05/10/2016
SUBJECT: CONSENT AGENDA

SUMMARY:



City Council- Regular

Meeting Date: 05/10/2016

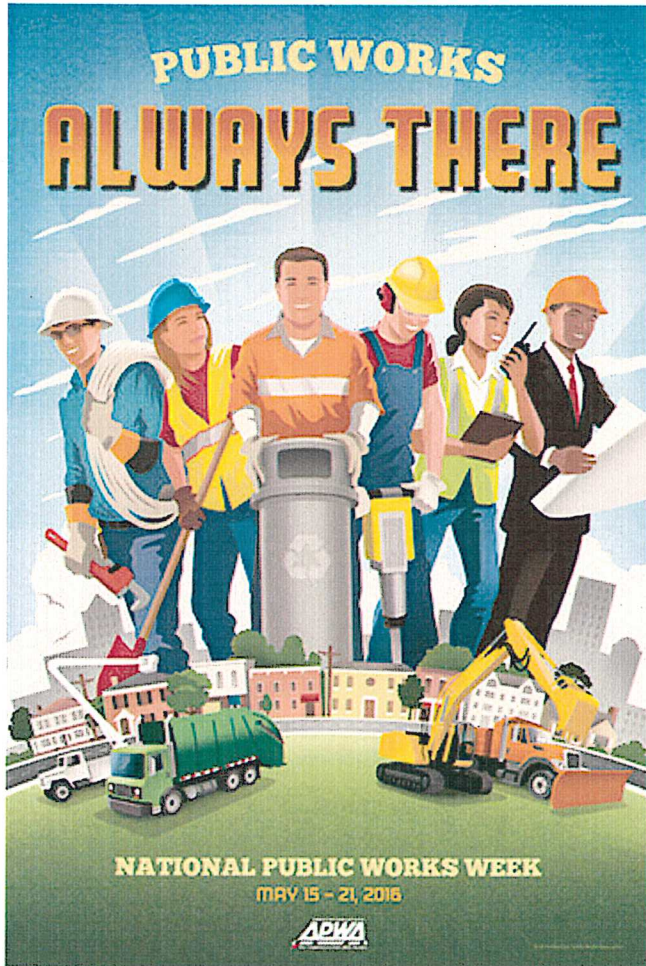
TOPIC

National Public Works Week

Attachments

Proclamation

PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
May 15 - 21, 2016



WHEREAS, 2016 marks the 56th annual National Public Works Week, and this year's theme is "*Public Works Always There*"; and

WHEREAS, our community depends on public works for clean water; safe streets, parks, and buildings; well functioning sanitary sewers; and reliable power; all of which are of vital importance to the health, safety, and economic well being of our citizens and businesses; and

WHEREAS, the employees of McMinnville Water & Light and of the City's Engineering, Building, Public Works, and Wastewater Departments are *always there, and always ready*; and

WHEREAS, it is in the public interest for McMinnville's citizens, business owners, civic leaders, and youth to gain an understanding of the importance of public works and public works programs in their daily lives.

NOW, THEREFORE, I, Richard L. (Rick) Olson, Mayor of the City of McMinnville, do hereby proclaim the week of May 15 – 21, 2016 as "**NATIONAL PUBLIC WORKS WEEK**" in the City of McMinnville and I call upon all citizens, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions that our public works employees make every day to our health and welfare.

IN WITNESS, WHEREOF I hereunto set my hand and cause the Official Seal of the City of McMinnville to be affixed this 10th day of May 2016.



Richard L. (Rick) Olson, Mayor



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

National Police Week

BACKGROUND:

Attachments

Proclamaation



230 NE Second Street • McMinnville, Oregon 97128-4831 • www.ci.mcminnville.or.us

PROCLAMATION

NATIONAL POLICE WEEK

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of McMinnville play an essential role in safeguarding the rights and freedoms of McMinnville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of McMinnville unceasingly provide a vital public service;

NOW, THEREFORE, I, RICHARD L. "RICK" OLSON, Mayor of the City of McMinnville, do hereby proclaim May 15 – 21, 2016 to be:

NATIONAL POLICE WEEK

and call upon all citizens of McMinnville and upon all patriotic, civic, and educational organizations to observe the week of May 15 – 21, 2016, as **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of McMinnville to observe May 15, 2016 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 10th day of May 2016.



Richard L. "Rick" Olson, Mayor



City Council- Regular

Meeting Date: 05/10/2016

TOPIC

PROCLAMATIONS



City Council- Regular

Meeting Date: 05/10/2016

TOPIC

PLANNING COMMISSION INTERVIEWS

Attachments

Applications



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: ERICH J. BERG
Address: 522 NE 19th STREET
MAC 97128
Email: erich.j.berg@gmail.com

Phone: _____
Home: N/A
Cell: 503.313.4860
Business: N/A

Board or commission for which you are an applicant:

- City Council
- Advisory Board
- Airport Commission
- Board of Appeals
- Budget Committee
- Citizens' Advisory Committee
- Historic Landmark Committee
- Landscape Review Committee
- McMinnville Urban Renewal
- Advisory Committee (MURAC)
- Planning Commission

**Ward in which you reside (if applicable): 3

How many years have you lived in McMinnville? 11

Educational and occupational background: B.A. NORTHWESTERN UNIVERSITY.
MAT WESTERN OREGON UNIV. TAUGHT 10 YEARS HIGH SCHOOL
ENGLISH; WORKED AT AREA WINERIES AS PRODUCTION AND
SALES GUY. PRESENTLY, TEACHING @ MARION COUNTY JUVENILE
DETENTION CENTER. (ENDORSED BY Remy DRASKIN)

Why are you interested in serving? I LOVE OUR TOWN. THERE'S A REASON
I CHOOSE TO COMMUTE TO WORK — I'D NEVER
CONSIDER LEAVING AS NO OTHER CITY THROWS AS
MUCH. THE SENSE OF COMMUNITY IS IMPORTANT.
I ALWAYS TRY TO VOLUNTEER AND GIVE BACK. I
WOULD LOVE AN OPPORTUNITY TO HELP MAC CONTINUE FORWARD.

Date 2/11/16

Signed [Signature]

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: Nanette Pirisky Phone: _____
Home: n/a
Address: 1505 NE 9th Avenue Cell: 971-237-3809
McMinnville, OR 97128 Business: 503-883-4310
Email: nanette.nvc@gmail.com

Board or commission for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> City Council | <input type="checkbox"/> Historic Landmark Committee |
| <input type="checkbox"/> Advisory Board | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> McMinnville Urban Renewal |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Advisory Committee (MURAC) |
| <input type="checkbox"/> Budget Committee | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Citizens' Advisory Committee | |

**Ward in which you reside (if applicable): 3

How many years have you lived in McMinnville? 19 1/2 years

Educational and occupational background: Graduated High School 1985
in Las Vegas, some college work and courses. Currently
employed at Housing Authority of Yamhill County
since June 1998.

Why are you interested in serving? McMinnville is my home! I care
deeply about where I live. It would be an honor
to serve for my city and represent the fabulous
folks that live here now and in the future.

Date March 10th 2016 Signed Nanette Pirisky

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

PRESENTATION: Jim Galba to initiate amending the NE Gateway Planned Development Overlay Ordinance

BACKGROUND:

Attachments

Memorandum
NE Gateway Ordinance



DATE: April 20, 2016
TO: Mayor and City Council
CC: Martha Meeker, City Manager
FROM: Doug Montgomery, Planning Director
SUBJECT: PETITION TO INITIATE LEGISLATIVE AMENDMENT

Mr. Jim Galba has requested an opportunity to speak to the City Council at your April 26, 2016 meeting to request that you initiate proceedings necessary to amend portions of the current NE Gateway Planned Development Overlay Ordinance. This request is being made consistent with the requirements of the McMinnville Zoning Ordinance, Section 17.72.080 (A), which reads as follows:

*“A. A requested amendment to the text of the zoning ordinance or comprehensive plan would call for a legislative-type hearing, the purpose of which is to obtain public input primarily on matters of policy. A legislative amendment may be initiated by the City Council, the Planning Commission or by the Citizens’ Advisory Committee. **Any other citizen may petition the City Council requesting them to initiate a text amendment.**” (Emphasis added).*

It is our belief that the issue Mr. Galba wishes the City Council to address calls for expanding the list of uses permitted in “Zone 3” of the NE Gateway district to include certain industrial activities specific to marijuana production and/or processing activities. Industrial uses are currently prohibited from locating in this area, which generally extends north of 12th Street and east of Lafayette Avenue. A graphic showing the location of this zone (and other zones within the NE Gateway District) is attached for the Council’s reference.

By way of background, the NE Gateway Plan, adopted by the City Council in June of 2012, describes the Zone 3 area as being planned for “mixed-use residential” development, allowing for a primarily residential feel and orientation. It goes on to state that neighborhood scale commercial uses should be encouraged in order to meet the daily shopping needs of these future residents. Building from this vision, in May of 2013

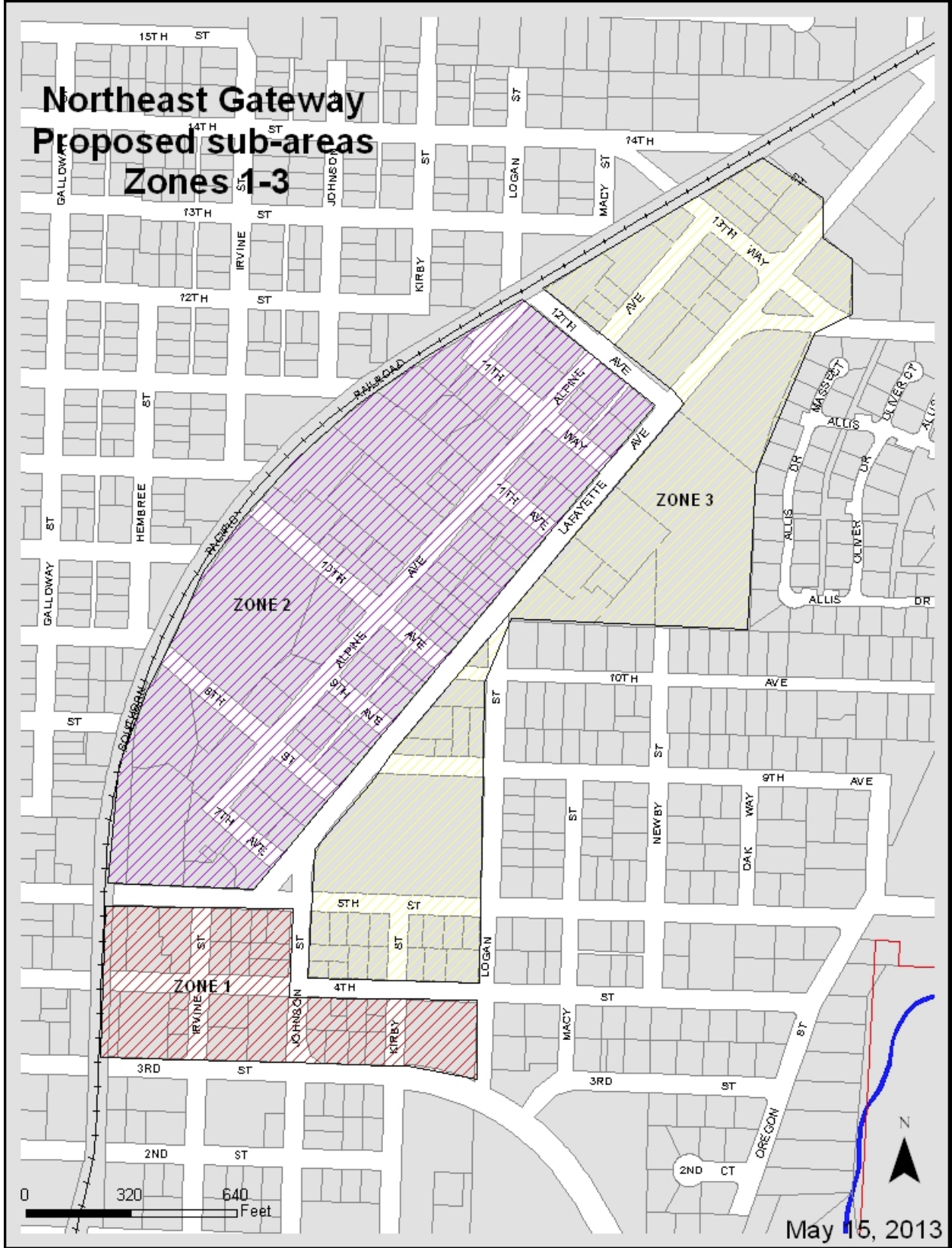
MEMORANDUM TO: Mayor and City Council
Re: Initiating Legislative Amendment
April 20, 2016

the City Council adopted the NE Gateway Planned Development Overlay Ordinance that, amongst other items, includes a list of permitted and conditionally permitted uses for each of the three “zoned” areas in the district. As noted previously, Zone 3 does not permit industrial uses, consistent with the mixed-use residential and neighborhood commercial vision for this area. The City Council may recall that marijuana processing and production activities are limited to industrial zoned areas of McMinnville. A copy of the NE Gateway Planned Development Overlay Ordinance is attached for your reference.

For a number of reasons, staff does not recommend this request be supported:

1. The NE Gateway Plan and implementing ordinance are the result of a very involved and supportive public review process. It is staff’s opinion that there remains strong support by the community and businesses in this district to follow the vision prescribed in the adopted plan, which, for this particular area, does not permit industrial use.
2. This planned residential component (Zone 3) is essential in order to provide the economic and social vitality necessary for the overall district to succeed. The addition of industrial development to this area would introduce potential land use conflicts and make far more difficult the ability to grow this area as envisioned in the adopted plan.
3. This request appears driven by a single, private party interest; no larger compelling public interest to change this area to allow industrial use is evident.
4. There exist within McMinnville’s corporate boundaries a number of additional acres of industrial land on which marijuana processing and production activities can occur. In fact, this use could locate elsewhere within the NE Gateway District (e.g., Zone 2 allows such use).
5. If this requested legislative amendment process were initiated, it will require public hearings before the Planning Commission and final action by the City Council. Given the above reasons, it is unlikely it would receive a favorable recommendation from the Commission. It is also staff’s opinion that the McMinnville Urban Renewal Advisory Committee would take a position in opposition to such an amendment, given their history of work with this revitalization plan.

Northeast Gateway Proposed sub-areas Zones 1-3



ORDINANCE NO. 4971

An Ordinance adopting the Northeast Gateway Planned Development Overlay, providing review processes and development standards for an area northeast of downtown McMinnville.

RECITALS:

Following an 18-month review process, a long-term plan for the redevelopment and revitalization of an area northeast of McMinnville's historic downtown, referred to as the Northeast Gateway district, was adopted by resolution by the City Council in June 2012. This plan, developed through an involved community participation process, provides direction, tools, and best management practices designed to achieve a mixed-use, pedestrian-oriented neighborhood for the Northeast Gateway district, an area that includes some 75 acres of land located generally north of 3rd Street, east of the railroad tracks, south of Riverside Drive, and west of Lafayette Avenue. Amongst a number of recommended projects for the district, the plan recommends that the City adopt amendments to the area's current zoning that would help implement the goals and vision adopted for the Northeast Gateway district.

At the same time the Northeast Gateway Plan was being developed, the City was considering the adoption of an urban renewal plan for an area that would include the historic downtown and Northeast Gateway district. In order to find the urban renewal plan consistent with the City's comprehensive plan, and therefore make it possible for the City to adopt an urban renewal plan for this area, the NE Gateway Plan's recommended zoning amendments would need to be adopted by the City.

In light of that situation, City staff initiated work on the preparation of a draft planned development overlay for consideration by the Council-appointed Northeast Gateway Plan Advisory Committee. The draft was reviewed by the advisory committee on March 12 and March 15, 2013. Prior to that review, a copy of the draft ordinance was mailed to each property owner within the Northeast Gateway district, and was posted to the City's website. At the conclusion of the advisory committee's review, a draft planned development overlay ordinance was recommended to the Planning Commission and City Council for adoption.

The recommended draft Northeast Gateway Planned Development Overlay Ordinance was presented to the Planning Commission at a public hearing held on May 15, 2013, after due notice had been published in the News Register. Public testimony regarding the draft ordinance was received at the hearing, which caused the Planning Commission to amend the advisory committee's recommended ordinance specific to prohibiting drive-up commercial uses, and limiting the height of free-standing signs. Following the close of the

public hearing, the Commission voted to forward a recommendation to the City Council for approval of the proposed Northeast Gateway Ordinance, as amended; now, therefore

THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the Northeast Gateway Planned Development Ordinance, as described in Exhibit A and attached hereto, is adopted.

Section 2. That this ordinance shall be subject to the terms and conditions of Ordinance No. 3823, entitled "Initiative and Referendum," for a period of 30 (thirty) days.

Passed by the Council this 9th day of July 2013, by the following votes:

Ayes: Jeffries, May, Menke, Ruden, Yoder

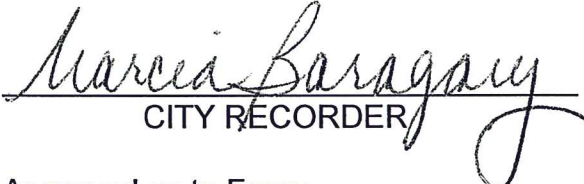
Nays: _____

Approved this 9th day of July 2013.



MAYOR

Attest:



CITY RECORDER

Approved as to Form:



CITY ATTORNEY

Exhibit "A"

Northeast Gateway Planned Development Overlay

Section 1 – Definitions. In addition to the definitions found in Chapter 17.06 of the McMinnville Zoning Ordinance, the following shall also apply to the NE Gateway Planned Development Ordinance:

Artist – A person who creates art such as a painter, sculptor, or writer, who is able by virtue of imagination and talent or skill to create works of aesthetic value, especially in the fine arts.

Call Center/Centralized Office – An office used for receiving or transmitting a large volume of information by telephone or computer.

Commercial Recreation Center – A commercial establishment where participatory athletic or recreational facilities are provided, including an ice or roller skating rink, a tennis, soccer, basketball, or golfing facility (and accessory uses such as snack bar or retail sales), but excluding a riding stable, amusement center or amusement park.

Cultural Exhibit Center – A venue for the display of art, cultural artifacts, and other programs that are generally open to the public.

Dormer Window – A window set vertically into a small gable projecting from a sloping roof.

Section 2 – Purpose. The **NE Gateway Planned Development Overlay (PDO)** is designed to guide the transition of a light and heavy industrial area to a vital, mixed-use, pedestrian-friendly neighborhood, consistent with the vision described in the adopted NE Gateway Plan. In so doing, this PDO provides a design framework and specific use standards that allows for a complementary mix of uses to include residential, employment, cultural/tourism, education, and neighborhood-scale support services. In addition, the PDO includes design standards and guidelines that are intended to reflect the area's unique character and history, while promoting an attractive, walkable, and vibrant neighborhood.

Section 3 – Applicability of NE Gateway PDO. The provisions within the NE Gateway Planned Development Ordinance apply to an approximately 75-acre area located generally south of 14th Street, east of the Portland and Western Railroad, north of 3rd Street, and west of Logan Street and Lafayette Avenue, and as depicted in **Exhibit A**. The affected area is further divided into three zones (refer to map, **Exhibit B**), described as follows:

- A. **Zone 1** is bordered by 3rd Street to the south, Logan Street to the east where it intersects with 4th Street, the railroad track to the west, and 5th Street to the north where it intersects with Johnson Street. The overall

plan for this zone is a mixed-use commercial zone which, over time will transition into an extension of the downtown with residential or office uses above active ground floor commercial or retail space with a vibrancy consistent with that associated with downtown McMinnville.

- B. Zone 2** is bordered by 5th Street to the south, the railroad track to the west, 12th Avenue to the north, and Johnson Street/Lafayette Avenue to the east. This zone is considered the “heart” of the area and includes a significant employer (RB Rubber) and the *Granary District*, which has undergone much change in recent years and is currently enjoying success as a mixed-use area. **Zone 2** also includes most of Alpine Avenue along which exist a large number of undeveloped and underdeveloped properties. The purpose of **Zone 2** is to establish a mixed-use employment neighborhood with an authentic live-work environment and visitor-oriented industries. There will be a strong focus on pedestrian activity, street design, the built environment, and connectivity to adjacent neighborhoods.
- C. Zone 3** includes the remainder of the study area and is bordered by 14th Street to the north, the railroad track to the west, Logan Street and the properties fronting the eastern side of Lafayette Avenue to the east, and the portion of 4th Street (between Johnson and Logan Streets) to the south. Given the extent of existing development in this area, **Zone 3** is considered a transition area between Alpine Avenue and Zone 2 to the west, established industrial uses to the north, and residential neighborhoods to the east. The purpose of **Zone 3** is to allow for the development of a mixed-use, residential zone with a variety of housing types, neighborhood scale commercial uses, and an education component.
- D.** The regulations contained in this ordinance apply to all new development within the area subject to this ordinance including the following:¹
1. New construction.
 2. Any expansion of an existing development or structure involving the addition of 15 percent or more of the existing square footage of the building². Incremental additions over a period of three (3) consecutive years totaling 15 percent or more of the original square footage of the structure shall also be subject to the design standards in this ordinance.
 3. New signage.
 4. Parking lot design.
 5. New roofing.
 6. Changes to façade material (re-siding).
 7. Window replacement/modification.

¹ In the case of an individual project such as a new roof or parking lot, the requirements of this ordinance are applicable to the proposed project only and not to the entire property or structure.

² Additions to existing buildings are not subject to the setback requirements as noted in Section 8

- E. The following are not subject to compliance with the NE Gateway standards contained in this ordinance.
 - 1. Property line adjustments.
 - 2. Partitions.
 - 3. Interior remodels (tenant improvement).
 - 4. Painting.
 - 5. Other routine maintenance.
- F. Properties that are listed as historically *Distinctive* or *Significant* on the local register shall be subject to the standards in the Historic Landmarks Ordinance (No. 4401) and the applicable standards of this PDO.

Section 4 - Submittal Requirements. All development subject to this ordinance, as noted in Section 3 (D) shall be subject to review to ensure that the proposed development is in keeping with the goals of the adopted NE Gateway Plan, and consistent with the provisions of this PDO. To accomplish this, development plans shall be subject to review by the Planning Director either concurrent with or prior to building permit plan submittal.

- A. The applicant shall submit three (3) copies of a site plan, drawn to scale, and three (3) copies of all accompanying materials. The following information, if applicable, must be clearly demonstrated on the submitted plans:
 - 1. Site layout showing building placement (setbacks), parking, site circulation, and egress and ingress to the site.
 - 2. Building elevations that include building colors (for properties within Zone 1) and materials (texture and relief), building height, vertical and horizontal articulation, window-to-wall relationships, window treatment and other elements as appropriate.
 - 3. Off-street parking location and parking area design.
 - 4. Signage.
 - 5. Landscaping.
 - 6. A narrative explaining how the proposed building design complies with the applicable requirements of this PDO.
 - 7. Other information as may be necessary to show consistency with the standards and guidelines contained in this PDO.
 - 8. Payment of the applicable review fee.

Section 5 – Review Process and Waiver Process.

- A. Applications for development review shall be submitted to the Planning Department for review as stated in Section 17.72.040 of the Zoning Ordinance. Applications will be subject to review as stated in Section 17.72.100 (Applications and Permits – Director’s Review without Notification) of the Zoning Ordinance. Plans submitted for review shall comply with the development standards as noted below in Section 7 unless the application includes a waiver to certain development

standard(s) as noted in subsection (B) and (C) of this section. Approval of a development review application shall be based upon findings of consistency with the applicable standards found in this planned development ordinance.

- B. Development review will also allow for some flexibility in the application of prescriptive development standards through a waiver process if it can be demonstrated that the proposed design meets or exceeds the requirements listed in this Ordinance.
- C. A waiver request application is subject to the requirements and notification process outlined in Section 17.72.110 (Applications – Director’s Review with Notification) of the Zoning Ordinance. The Director shall base a decision to approve, approve with conditions, or deny a waiver request based on the following criteria:
 - 1. There is a demonstrable difficulty in meeting the specific requirement(s) of this chapter due to a unique or unusual aspect of the site, an existing structure, or the proposed use(s) of the site;
 - 2. There is demonstrable evidence that the alternative design shall accomplish the purpose of this Ordinance in a manner that is equal to or superior to a project designed consistent with the standards contained herein; and,
 - 3. The waiver requested is the minimum necessary to alleviate the difficulty of meeting the requirements of this chapter.
- D. An appeal of the Planning Director’s decision may be filed consistent with the procedures and requirements of Section 17.72.170 (Appeal from Ruling of Planning Director) of the McMinnville Zoning Ordinance.

Section 6 – Permitted and Conditionally Permitted Uses. One of the primary goals of the adopted NE Gateway Plan is to create a mixed-use neighborhood that allows for a variety of complementary uses within the same area. Thus the purpose of this section is to establish a list of such uses that would supplant traditional zoning for the area and help achieve this goal.

Table 1 describes the uses that are permitted or conditionally permitted in each of the three (3) Zones. The uses listed in **Table 1** supplant the uses that are currently permitted or conditionally permitted in the underlying zones as noted in the Zoning Ordinance. However, for properties zoned R-2 (Single-Family Residential) and R-4 (Multi-Family Residential) in Zone 3, the permitted and conditionally permitted uses listed in Chapters 17.15 and 17.21 respectively shall apply.

If a use is not listed in **Table 1** as either permitted or conditionally permitted, it should be considered a prohibited use. Alternatively, the procedure for determining the permissibility of a particular use that is not listed as permitted or conditionally permitted is stated in Section 17.54.010 (Classification of an Unlisted Use) of the Zoning Ordinance.

Table 1

Use		Zone 1	Zone 2	Zone 3
P - Permitted	C - Conditionally Permitted			
Residential				
Single-Family		P ³	P ⁴	P -Only in R-2/R-4 zones
Social Relief Facility (up to 5 Individuals)		P	P	P
Two-Family		P	P	P ⁵
Multi-Family		P	P	P- Not permitted in R-2 zone
Group Living				
Assisted Living Facility/Nursing Home		C	C	C - Not permitted in R-2 Zone
Social Relief Facility (six or more)		C	C	C
Commercial				
Animal Grooming		P	P	P-Not permitted in Res zones
Call Center/Centralized Office		P	P	P-Not permitted in Res zones
Club/Lodge		C	C	C - Not permitted in Res zones
Commercial Recreation Center		C	C	C-Not permitted in Res zones
Conference Center		C	C	C- Not permitted in Res zones
Daycare (up to 12 individuals)		P	P	P
Daycare (more than 12 individuals)		C	C	C
Financial Services		P	P	P - Not permitted in Res zones
Food and Beverage Establishment (non-drive-through)		P	P	P- Not permitted in Res zones
Laundry Services		P	P	P- Not permitted in Res zones
Lodging: Bed and Breakfast/Vacation Home Rental		P	P	P - C in res zones
Lodging: Hotel/Motel		P	P	P-Not permitted in Res zones
Office Medical/Professional		P	P	P - Not permitted in Res zones
Parking Lot (non-accessory to existing use)		P	P	P - Not permitted in Res zones
Parking Lot (Public)		P	P	P - Not permitted in Res zones
Personal Services (including gym, spa, barber shop)		P	P	P- Not permitted in Res zones
Retail Sales(General) up to 25,000 square-feet on ground floor - non-auto		P	P	P -Not permitted in Res zones
Retail Sales(General) greater than 25,000 square-feet on ground floor - non-auto		P	C	C- Not permitted in Res zones
Repair /Service (non-auto)		P	P	P - Not permitted in Res zones
Theater		P	P	P - Not permitted in Res zones
Industrial				
Food/Beverage Manufacturing		-	P	-
Industry, Light ⁶		-	P	-

³ Permitted as mixed-use above first floor commercial

⁴ Permitted as mixed-use above first floor commercial

⁵ R-2 Standards in Chapter 17.15 apply to two-family in Zone 3

⁶ Manufacturing of goods carried out without detriment to the amenity of the area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust, or grit.

<u>Civic</u>			
Church	C	-	C
College /University	C	C	C
Cultural Exhibit Center and Library	P	P	C
Government Building	C	C	C
School - Public or Private	C	C	C
<u>Mixed-Use</u>			
Artist Live/Work Space	P	P	P ⁷
Artist Live/Work Space with a Retail Component	P	P	P— Not permitted in Res zones
Food/Beverage Manufacturing with a Retail Component	P	P	P— Not permitted in Res zones
Commercial/Residential within Same Building	P	P	P— Not permitted in Res zones
Light Industrial with Residential Component above	-	P	-
Light Industrial with a Retail Component	-	P	-
<u>Expansion of a Non-Conforming Use</u>			
	-	-	-

Section 7 – Development Standards. The following standards are intended to create buildings and spaces that are functional and visually appealing, and satisfy the goals and objectives of the adopted NE Gateway Plan. They shall apply as follows:

Zone 1: For properties located within **Zone 1**, the provisions outlined in Chapter 17.59, Downtown Design Standards and Guidelines, Sections 17.59.050 through Section 17.59.080 shall apply.

Zone 2 and Zone 3: For properties located within **Zone 2 and Zone 3**, the following development standards shall apply:

A. Buildings - Minimum and Maximum Setbacks, Height.

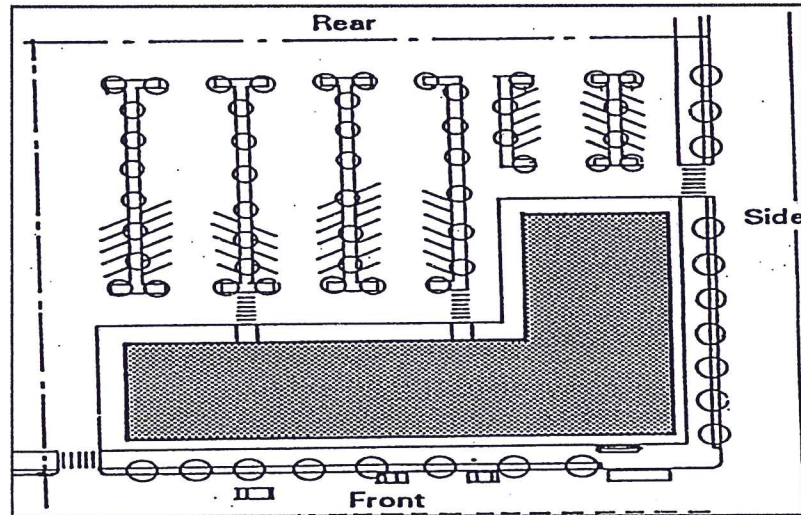
1. Except as allowed by this ordinance, there shall be no minimum setback requirement for non-residential uses unless necessary to accommodate site conditions such as utility easements. The maximum front yard and exterior side yard setback for all development in any zone is 10 feet, with the exception of garages accessory to residential development, which shall have a minimum setback of 20 (twenty) feet measured from the nearest property line to the open door side of the structure.
2. The 10-foot maximum front yard or exterior side yard setback may be increased for non-residential uses that include active, pedestrian-oriented outdoor uses such as restaurant seating and plazas. In no case, however, shall the setback be more than 20 (twenty) feet.
3. The maximum building height is 80 feet.

B. Pedestrian Oriented Development. In order to promote a pedestrian oriented street environment, active frontages are required for the façade of any building facing a public street. Active frontages are integral

⁷ In Residential zones within Zone 3, subject to Home Occupation standards in Chapter 17.67

components of design that ensure the public realm (streets, buildings) is lively and animated, thereby making it feel safer and more welcoming.

1. Except for access driveways, areas reserved for vehicular maneuvering and off-street parking and loading shall be located behind the building for all uses except for properties where the use is exclusively single-family or two-family residential.



2. Uses that are strictly commercial, must have either outdoor uses (e.g., restaurant seating, benches) or be designed to have windows allowing views into the buildings from the public sidewalk to satisfy the active frontage requirement. A minimum of 60% glazing below a point eight foot above the sidewalk is required in order to satisfy this requirement.
 3. All buildings shall be oriented to the public street with at least one primary entrance facing the street. For corner properties (excluding single-family and two-family residential) within **Zones 2 and 3** with frontage on either Lafayette Avenue or Alpine Avenue, the primary entrance shall front Lafayette Avenue or Alpine Avenue with the secondary entrance facing the exterior side street frontage. Alternatively, for corner properties, a single entrance located on the corner is permitted. Such an entrance shall generally be located at a 45-degree angle to the corner and shall have distinct architectural treatment to animate the intersection and facilitate pedestrian flow around the corner.
- C. Primary entrances for all development (excluding single-family and two-family residential development) shall be clearly visible from the street, welcoming to pedestrians and shall incorporate changes in appearance to emphasize the entrance. Architectural features used at the primary pedestrian entrance shall complement the architectural style of the building. A primary entrance shall incorporate at least one of the following elements into the design:

1. If the building is not constructed to the property line, the entrance projects architecturally a minimum of two (2) feet from the face of the building and includes either a portico or a covered porch.
 2. The entrance is identified by a recessed entry.
 3. The entrance incorporates an architectural element such as a cornice or gable extending along the width of the entrance. In the case where only a cornice is used to signify a primary entrance, the material immediately surrounding the entrance shall differ in texture and color from the material used on the primary building façade.
- D. Building entrances fronting a street shall open directly to the outside and, if not immediately abutting a street, shall have walkways connecting them to the public sidewalk.
- E. **Design and Building Materials.** The design and construction of all buildings shall be consistent with the goals and objectives of the NE Gateway Plan and this ordinance. This standard is met when the approval body finds that all applicable standards below have been met.
- F. **Standards Applicable to All Development.**
1. The following materials are permitted on all street facing building facades:
 - a. Brick and tile masonry.
 - b. Stucco or synthetic stucco.
 - c. Textured concrete.
 - d. Fiber cement.
 - e. Corrugated metal panels.
 - f. Split faced block.
 - g. Lap siding (excluding metal or vinyl).
 2. The following materials are prohibited on all street facing building facades:
 - a. Vinyl or aluminum siding.
 - b. Corrugated plastic panels.
 - c. T1-11/plywood siding.
 3. Pitched roofs shall have eaves, brackets, gables with decorative vents, or other detailing. Pitched roof material may include architectural composition, slate (either natural or man-made), shingle (either wood or asphalt composition), metal formed to resemble standing seams or other similar materials. Specifically prohibited are corrugated plastic or corrugated metal roofing.
 4. The edges of flat roofs shall be treated with appropriate detailing (*i.e.*, cornice, pediment, flashing, trim, or other detailing).
- G. **Standards Applicable to Residential Development.** In addition to the standards of (F) (1-4) above, the inclusion of the following design features shall be incorporated into the facade of any single-family or two-family residence facing a public street in order to satisfy the active frontage requirement.

1. Dormer windows. In the case where a residence faces two (2) streets, the application of dormer or double-hung windows shall be to the primary street façade,
 2. A covered or open porch that extends a minimum of one-half the distance of the residence's front façade.
- H. In addition to the standards of (F) (1-4) above, the following design features shall be incorporated into the design of multi-family development facing a public street.
1. The front of the dwelling units shall face outward toward the street.
 2. Building layout must be non-linear in design even if the number of units has to be reduced to meet this goal.
 3. In order to avoid monotonous uninterrupted walls or roof planes, for multi-family development with more than one story, ground floors shall be defined and separated from upper stories by appropriate architectural features (*e.g.*, cornices, trim, awnings, canopies, overhangs, or other features) that visually identify the transition between floors.
- I. **Standards Applicable to Non-Residential Development.** This Ordinance aims to create development that reduces the visual scale of buildings. In addition to the standards of (F) (1-4) above, the following shall apply:
1. Regularly spaced and similarly shaped windows shall be provided throughout each story of a building on facades visible from any public street. Compliance with this standard shall be assessed based on a consistent window pattern for each floor and not the window pattern for the entire building.
 2. As noted above in (B) (2), a minimum of 60% glazing below a point eight feet above the sidewalk is required when the use of a building is solely commercial.
 3. Display windows shall be trimmed, recessed, or otherwise defined by wainscoting, sills, bulkheads, or similar architectural features. Reflective glass or dark tinted/painted glass is not permitted for display windows.
 4. On multi-story buildings, ground floors shall be defined and separated from upper stories by appropriate architectural features (*e.g.*, cornices, trim, awnings, canopies, overhangs, or other features) that visually identify the transition from ground floor to upper story.
 5. Where buildings with greater than 25,000 square feet of enclosed ground-floor space are proposed, they shall provide articulated facades on all street-facing elevations in compliance with Section 17.56.050 (Development Standards) in order to provide visual interest to pedestrians. Buildings with less than 25,000 square feet shall also provide building façade articulation on street-facing

elevations that include at least two (2) of the following employed at intervals no greater than 40 feet of horizontal building face:

- a. Use of window and/or entries that reinforce the pattern of small storefront spaces.
- b. Use of weather protection features that reinforce small storefronts. For example, a façade having 120 feet of frontage could use three (3) separate awnings to break down the building's scale.
- c. Vertical or offset breaks in roofline.
- d. Placement of building columns or vertical piers that reinforce a small storefront pattern. Such columns or piers should appear as part of a structural element (supporting overhead structure) and not simply added as ornamentation.
- e. Change in building color, material or siding style.
- f. Other methods that meet the intent of the standards as approved by the review body.

Section 8 – Off-Street Parking and Loading - Location and Standards. The NE Gateway Plan recognizes that application of the City's current off-street parking requirements may not be practicable or conducive to the goals and future development of the area. The following off-street parking standards shall apply to development within this area. Except as noted below, the standards listed in Chapter 17.60 (Off-Street Parking and Loading) of the Zoning Ordinance shall apply to the development of properties in **Zone 1-3.**

- A. No off-street parking shall be required for non-residential uses having 3,000 square feet or less of floor area. Off-street parking must be provided for the floor area in excess of 3,000 square feet.
- B. For non-residential development within the NE Gateway, parking may be waived or reduced based on the following:
 1. A demonstrated need of the specific use proposed, provision of exceptional pedestrian-oriented design, or other project-specific factors that are consistent with the NE Gateway Plan and that have the effect of reducing required off-street parking.
 2. For lots less than 20,000 square feet, parking requirements may be waived for a change in use or redevelopment that does not increase the square footage of an existing building.
- C. An applicant seeking to utilize either option must submit a request in writing with supportive documentation illustrating that the proposed development meets the review criteria described above. A request to waive or reduce parking based on a specific use and how it fits with the overall goal for the NE Gateway will be reviewed by the Planning Director.
- D. Shared parking and off-site parking is encouraged to maximize the mixed-use development potential in **Zones 2 and 3.** For a shared off-street parking agreement to be approved, it must be demonstrated that the hours of operation of the businesses that require the subject parking do not overlap. In addition, the off-site parking must be located no more than 500 feet from the building for which parking is being provided and that there is

adequate off-street parking to serve both uses. A contract outlining the details of a shared parking agreement or off-site parking agreement shall be submitted to the Planning Department for review to determine if the proposed off-site parking arrangement is feasible and satisfies these requirements. Such a contract shall run with the uses on the properties for which the agreement was approved. A change of use on one or both properties shall require a review of the contract by the Planning Director.

Section 9 – Signage.

Zone 1: Signage in Zone 1 shall comply with Section 17.59.080 of the McMinnville Zoning Ordinance.

Zone 2 and Zone 3: Signage in Zone 2 and Zone 3 shall comply with the standards of Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance except as follows:

- A. Each site or multi-tenant complex is allowed a maximum of one (1) permanent monument sign not to exceed 48 square feet in area and six (6) feet in height.
- B. Properties with frontage on Lafayette Avenue may have one additional permanent free-standing sign per site not to exceed 12 feet in height and 48 square feet in area. If the property has frontage on Lafayette Avenue and one or more additional public streets, the additional free-standing sign is permitted only on Lafayette Avenue.
- C. For every lineal foot of building frontage, 1.5 square feet of signage may be allowed, to a maximum of 200 square feet. Wall signage shall be constructed of a material that is complementary to the material of the building façade. Wall signs shall be placed in traditional locations in order to fit within architectural features, such as above transoms or below cornices.

Section 10 – Landscaping. Landscaping plans are subject to the review and design standards outlined in Chapter 17.57 (Landscaping) of the Zoning Ordinance and as noted below:

All Zones:

- A. Landscaping shall be provided between the public street right-of-way and the front building line, exclusive of pedestrian walk-ways, patios, plazas, and similar facilities. Such landscaping shall be designed to provide interest to pedestrians and shall be maintained at a height no more than three (3) feet so that it is not site obscuring.
- B. Off-street parking located behind the building but visible from the public right-of-way shall be screened through the provision of a continuous row of shrubs, or a fence or seating wall, not less than three feet and no more than four feet high.
- C. Off-street parking areas with 10 (ten) or more parking spaces shall have, at a minimum, internal landscaping designed to visually break up a paved parking area as follows:

1. Landscaped islands and peninsulas shall be evenly distributed throughout all parking areas and separated no more than 60 feet from another. Such islands shall be provided with raised curbs, be a minimum of five feet in width, and shall each contain at least one deciduous tree. To achieve the maximum canopy coverage, all trees shall be non columnar.
- D. Lighting of parking and landscaped areas shall be directed either into or on the site and away from property lines. Building accent lighting shall be directed and/or shielded to place light on the intended target, and not result in skyward glare.

Section 11 - Non-Conforming Uses. This Ordinance is intended to create a mixed-use neighborhood, a large component of which is dependent upon the extent to which the uses within the area provide a service to the immediate area and surrounding neighborhoods. Recognizing that certain existing uses are considered incompatible with the goals outlined in the NE Gateway Plan, and that property owners may have considerable investments in their property, the following shall apply to non-conforming uses within the NE Gateway.

- A. Existing non-conforming uses shall be permitted to continue until they are changed to a conforming use, or until the existing non-conforming use is inactive for a period of 12 (twelve) consecutive months. Following a 12-month period of inactivity of a non-conforming use, neither the original non-conforming use nor a new non-conforming use shall be permitted on the property.
- B. In the event that a structure containing a non-conforming use is destroyed by fire, accident, or act of God, the non-conforming use may resume upon the re- building of the structure provided that:
1. The structure is rebuilt and the non-conforming use resumes within 12 months of the event which ended the use, and;
 2. The structure is rebuilt to comply with the design standards contained in Section 7 of this Ordinance.
- C. The expansion of a structure housing a non-conforming use for the purpose of intensifying or increasing the non-conformity is not permitted.

Section 12 - Non-Conforming Development. It is recognized that many existing buildings within the NE Gateway do not conform to the design standards outlined in this Ordinance. As a goal of this Ordinance is to establish design standards that foster a pedestrian-oriented built environment, the following requirements pertain to expansions of existing development within the NE Gateway in which the structure's existing design or other development element is not consistent with the NE Gateway design standards (e.g., height, setback, lot size).

- A. The expansion of a non-conforming structure involving the addition of 15 percent or more of the existing square footage of the building shall be subject to the design standards outlined in Section 7 except that the setback maximum requirement as noted in Section 7 B, (1) shall not apply.

This expansion refers to an addition (attached) to an existing structure or the construction of a separate structure on the same property.

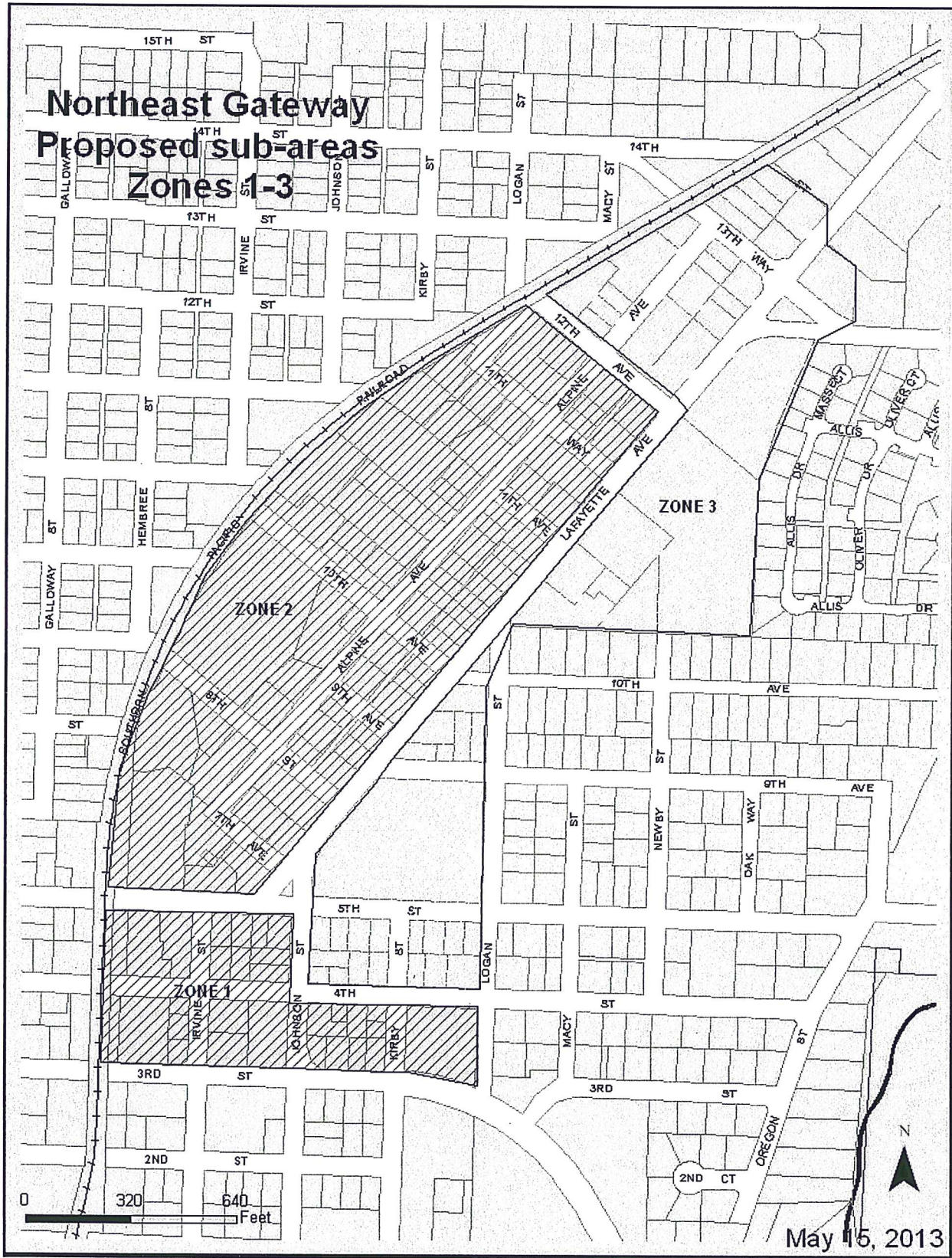
- B.** Any structure destroyed by fire, accident, or act of God, may be rebuilt to the same footprint as existed before the event occurred, provided the structure is rebuilt within 12 months of the event that destroyed the structure. All other design standards listed in Section 7 shall apply to the rebuilding of the structure.

Northeast Gateway Planned Development Overlay (Exhibit "A")



The Northeast Gateway Study Area is a 75-acre area bordered by 3rd Street to the south, 14th Street to the north, the railroad to the west and Logan Street and Lafayette Avenue (inclusive of properties fronting Lafayette Ave) to the east.

Northeast Gateway Planned Development Overlay (Exhibit "B")





City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Staff Update on School District Tennis Courts

BACKGROUND:



City Council- Regular

Meeting Date: 05/10/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

McMinnville Community Media Statement of Activities for the Period Ending December 31, 2015 and the April Edition of the MCM Newsletter

BACKGROUND:

Please see attached Statement of Activities for the period ending December 31, 2015 and the April 2016 edition of the MCM Newsletter.

Attachments

MCM Statement of Activities
MCM Newsletter

McMinnville Community Media
Statement of Activities
December 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<i>Revenue</i>			
Franchise Fees	\$ 40,073	\$ -	\$ 40,073
Activity Fees	235	-	235
Production Services	74	-	74
PEG Access	-	17,675	17,675
Misc Income	-	-	-
Interest	43	-	43
Total Revenue	<u>\$ 40,425</u>	<u>\$ 17,675</u>	<u>\$ 58,100</u>
<i>Net Assets Released</i>			
From Restrictions	\$ 17,154	\$ (17,154)	\$ -
<i>Expense</i>			
Advertising	\$ -	-	\$ -
Alarm Monitoring	60	-	60
Building Maintenance	231	-	231
Depreciation Expense	12,941	-	12,941
Employee Benefits	968	-	968
Equipment Maintenance	-	-	-
Fees	963	-	963
Insurance	1,849	-	1,849
Office Supplies	101	-	101
Paid Time Off Expense	893	-	893
Payroll Taxes	2,961	-	2,961
Postage	72	-	72
Production Supplies	255	-	255
Professional Services	2,000	-	2,000
Rent	533	-	533
Telephone	399	-	399
Travel & Mileage	106	-	106
Utilities	462	-	462
Volunteer Recognition	-	-	-
Wages and Salaries	33,800	-	33,800
Total Expense	<u>\$ 58,594</u>	<u>\$ -</u>	<u>\$ 58,594</u>
Change in Net Assets	(1,015)	521	(494)
Net Assets, Beginning of Quarter	742,788	28,418	771,206
Net Assets, End of Quarter	<u>\$ 741,773</u>	<u>\$ 28,939</u>	<u>\$ 770,712</u>

See accompanying accountant's report. For management's use only.

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April Newsletter

Local voices, Local television

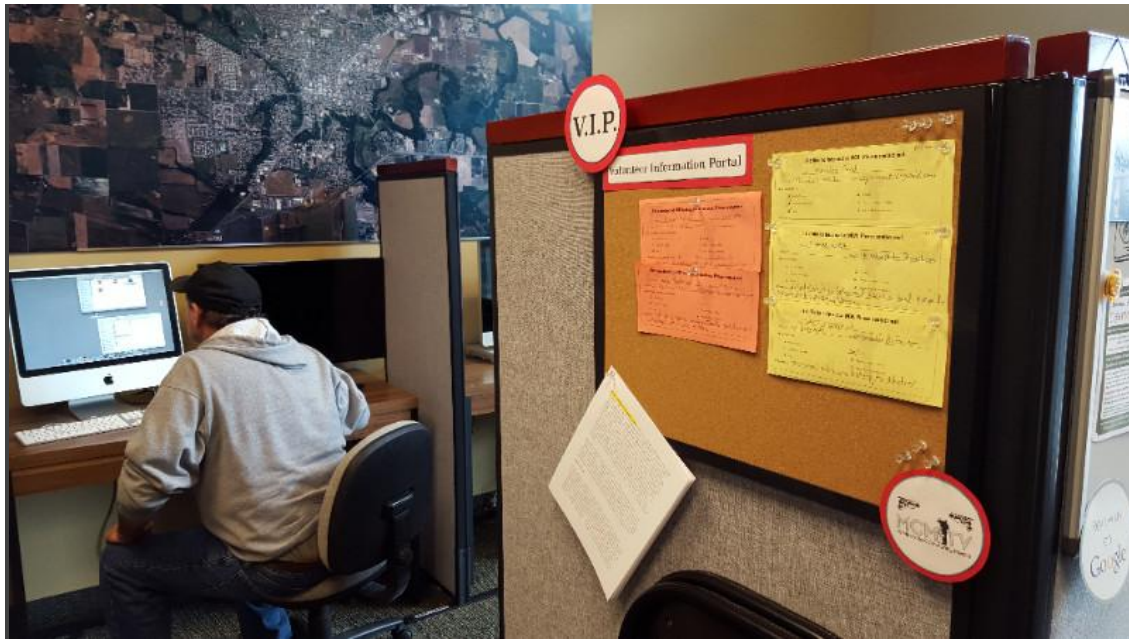
Comcast 11 | Frontier 29



As we roll into springtime, MCM's volunteer producers are already hard at work on a fleet of new shows, as well as the return of favorites!

Caroline O'Brien and Andrew Floratos are in the midst of crafting new projects, while Mike Santone and crew have been producing their new show *A Writing Life*.

Classic MCM programs like *Speaking Frankly: Howie Doin'*, *News & Views*, *Local Matters*, and local church services have been going strong, each presenting a diverse array of information for MCM-TV's viewers. Also keep an eye out for the return of *Literally Literary* and *Hillside Adventures in Learning*!



V.I.P.

Introducing the new Volunteer Information Portal, where potential MCM volunteers can offer their talents, and producers can put out a request for volunteers! Stop by the MCM office to fill out a card of your own.

County Candidate Forums

MCM-TV will partner with local media providers KLYC radio and the *News-Register* newspaper to sponsor a series of candidate forums this month.

Hosted by the McMinnville Kiwanis Club, the forums begin April 14 with candidates for Yamhill County assessor. District attorney candidates will be featured April 21, and county commission candidates take the stage April 28.

The candidate forums will be televised by MCM-TV. Check our [web page](#) for dates and times.



The MCM production van is metamorphosing! It has been going through an equipment update, and soon will go on the road to telecast local events in HD splendor.

Community Bulletin Board

Our on-screen message board is available to organizations who wish to publicize non-commercial events and activities.



To get started, fill out a bulletin form [here](#).



The MCM staff have been working on a new series we've dubbed *Movie Madness*. We'll air a film from the public domain, accompanied by a write-up describing the history and plot of the film. See when the next episode is airing [here](#).

Become a Producer!

Learn how to create TV programs at MCM and air them right on MCM-TV. We offer workshops on video production and editing to guide you through the process.

[Call us](#) at MCM and get creating!

Visit any of our social media channels by clicking the tiny buttons below.



McMinnville Community Media is a nonprofit organization that operates community television facilities in McMinnville.

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