



Kent Taylor Civic Hall
200 NE Second Street
McMinnville, OR 97128

City Council Meeting Agenda
Tuesday, February 25, 2020
5:30 p.m. – Level 10 Meeting
7:00 p.m. – Regular Council Meeting

EXECUTIVE SESSION OF THE CITY COUNCIL

*Executive Session to immediately follow the regular meeting of the City Council and will be held in the Conference room at Civic Hall. **CLOSED TO THE PUBLIC***

Welcome! All persons addressing the Council will please use the table at the front of the Council Chambers. All testimony is electronically recorded. Public participation is encouraged. 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."

5:30 PM – LEVEL 10 MEETING – CONFERENCE ROOM

1. CALL TO ORDER
2. REVIEW CITY COUNCIL LEVEL 10 MONTHLY TEAM MEETING AGENDA
3. ADJOURNMENT

7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVITATION 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: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others-*
4. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports
 1. Campaign Finance Disclosure Ordinance

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702 or claudia.cisneros@mcminnvilleoregon.gov.

Executive Sessions The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

5. CONSENT AGENDA

- a. Consider request from Growlers Tap Station LLC at 1036 NE Baker St. for an off-premises liquor license.
- b. Consider the Minutes of the September 10, 2019 City Council Work Session and Regular City Council Meeting.
- c. Consider the Minutes of the September 18, 2019 City Council Work Session Meeting.

6. RESOLUTIONS

- a. Consider **Resolution No. 2020-09**: A Resolution authorizing the City Manager to enter into a contract to purchase real property from Yamhill County for affordable housing.
- b. Consider **Resolution No. 2020-13**: A Resolution appointing Peter Hofstetter, Alison Seiler, and Wendy Phoenix as representatives of the City of McMinnville Budget Committee.
- c. Consider **Resolution No. 2020-14**: A Resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2019-09.
- d. Consider **Resolution No. 2020-15**: A Resolution appointing members to the McMinnville Urban Area Management Commission.
- e. Consider **Resolution No. 2020-16**: A Resolution Adopting Corrective Plan of Action for FY 2018-2019 Audit Findings.
- f. Consider **Resolution No. 2020-17**: A Resolution approving the acquisition of property and/or temporary construction easements from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer for the Old Sheridan Road Improvements transportation bond project.

7. EXECUTIVE SESSION OF THE CITY COUNCIL– CONFERENCE ROOM AT CIVIC HALL (CLOSED TO THE PUBLIC)

Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspections. (The records and information to be reviewed are exempt from public inspection pursuant to ORS 192.355(9)(a) and ORS 40.225 (Attorney-Client Privilege)

8. ADJOURNMENT

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City Council Level 10 Monthly Team Meeting Agenda

Date: 2-25-2020

Time: 5:30-7pm

Meeting Facilitator: Wendy Stassens

In Attendance:

Absent:

Agenda:

Suggested preparation for this meeting:

- (1) Review the meeting agenda
- (2) Good News: Determine your Good News (business and personal best) statements
- (3) Councilor/City/Employee/Citizen Headlines: Prepare all updates on current city activity that you would like to share with Council. Sample updates may include:
 - a. Councilor personal or business updates
 - b. Conversations with citizens or other City stakeholders with feedback relevant to the City Council directives or state of the City
 - c. Any update regarding current or upcoming projects or situations within the City departments, team or operations
- (4) Scorecard preparation: Review materials shared by Jeff re 2019 scorecard update
- (5) Action Items:
 - a. For any action items with your name next to it, be prepared to identify if this is Done or Not Done.
 - b. Any update from the completion of action items should be included in the "Councilor/City/Employee Updates" section.
 - c. Reporting in the action items section is Done and Not Done only.
 - d. Any actions not done will be rolled over to the next meeting.
- (6) City Council Master Issues List
 - a. Review issues selected for IDS section and brainstorm your input on these topics

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- (1) What Outcomes are we trying to achieve
 - a. Practice working as a high functioning team: A team with high topic tension and low interpersonal tension
 - b. Create an effective platform for us as a body to address the topics that we feel are the highest priority to solve
 - c. Practice sound and effective problem solving for complex problems as a team
 - d. Create a method for holding ourselves accountable for actions to move towards solutions to our most critical issues
 - e. Create an accurate feedback system to track our progress in moving towards our long term stated goals and course correct our efforts, as needed.
 - f. Provide unified leadership for the City Manager, our direct report, and for the City that also takes into account the diverse views of the Council members.

- g. Provide a structure and culture that ensures consistent, superior governance even with Council turnover.

Good news: 10 Min.

Personal Best/Business Best

- Share a win, or an “aha!” moment, one from your personal life and one from your business. Business can be City Council or private sector business highlights. One sentence for each. We are going to be working on being very succinct with our answers in this section.

Scorecard/Traction Update: 30 Min

Jeff and Members of Leadership Team to present on the actions taken and the current status of 2019 Goals identified in the strategic plan process.

Councilor/City/Citizen Headlines: 10 Min.

- Share Councilor, City and citizen feedback, headlines and updates.
 - No discussion of anything that should be discussed in Exec Session:
 - Employment matters of public employees of the City, including dismissal, disciplining or evaluation of performance
 - Labor negotiations
 - Real property transaction negotiations
 - Anything related to information or records that are exempt by law from public inspection.
 - Negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
 - Discussions related to current litigation or litigation likely to be filed.
 - Negotiations regarding proposed acquisition, exchange or liquidation of public investments

Last Meetings Action Items: 5 Min.

- (1) (Sal) Set up meeting for Heather, Jeff with Thousand Friends.
- (2) (Adam) Set up a meeting with Mary Ann re Chamber.

New Actions: 0 Min

Identify/Discuss/Solve Issues: 30 Min

911s this week

Added by Scott, Kellie and Wendy:

Issue: We need to identify the status of our 2019 scorecard goals to determine our next steps in preparation for setting our 2020 scorecard.

911 Process explained:

- (1) ***What is a 911 IDS:*** This is an issue or opportunity that one or more of the Councilors feel is urgent to move forward on immediately. Instead of going through our Master Issues List process, it can be added directly to the agenda to be considered by the Council for the IDS process.
- (2) ***Presentation of 911 IDS:*** The first step in this form of IDS discussion is the presentation of the issue to the Council by the Councilor(s) who have added the issue or opportunity to the agenda. Included in their presentation, the Councilor(s) should include an explanation as to why this matter is both urgent and important to be discussed now, making it a 911 rather than an issues list issue/opportunity.
- (3) ***Fist to Five:*** As a checks and balances, to make sure that the Council agrees that this issue should be discussed in this meeting at this time, we will take a fist to five vote:
 - a. Five fingers up: Absolutely! I think it is both important and urgent to discuss this at this time
 - b. Four fingers up: Sounds good. I like this idea
 - c. Three fingers up: I will support the idea
 - d. Two fingers up: I have concerns, but I will go along and try it.
 - e. One finger up: I have serious reservations. I'd prefer to resolve my concerns before moving forward with this
 - f. Fist: No way. I am opposed to discussing this topic at our IDS today.
- (4) ***Discussion:*** Any zeros, ones or twos would require a discussion before determining if we proceed with the 911 IDS.

Issues List IDS

An "issue" is defined as a problem, obstacle, barrier, idea or opportunity. Basically anything unresolved that needs to be discussed.

The City Council Master Issues List process:

- A. The Master Issues list is a document that will be managed by Jeff and Claudia
- B. To add items to the Master Issues list, email your identified issue to Jeff and Claudia at any time and, providing it is not a restricted topic, it will be added to the master document. If it is a restricted topic, Jeff will email you an alternate strategy for addressing the topic.
- C. This master document will be sent out to the Council 2 weeks prior to the Level 10 meeting date for review and voting on the topics to be discussed at the next Level 10 meeting
- D. Each Councilor submits their vote for the top 3 priority items, 1 as the top priority item and 3 as the lowest priority item by emailing your top 3 votes to Jeff and Claudia. Votes

need to be submitted within 3 days of receiving the list to allow time for the IDS topic to be included in the meeting agenda.

- E. The highest rated topic will be added to the meeting agenda in the IDS section. The second highest will be a back up topic in case the first topic does not take all of the time allotted.

1. Fire Department interim solutions while we work towards the Fire District.

These issues will be carried over to the next meeting should the Council decide to proceed with the 911 IDS topic in this meeting.

Meeting Recap: 10 min

- Meeting Recap
- Cascading messages
- Meeting rating

Criteria: Rate the meeting on a scale of 1-10 identifying your evaluation of the effectiveness of the meeting.

1. Did the meeting start and end on time?
2. Did we follow the Level 10 meeting agenda?
3. Was the meeting agenda effective with the right amount of time allotted to each section?
4. Is everyone on the same page?
5. Did we generally stay on topic and avoid tangents that were not productive?
6. Did we identify the most important issues and opportunities to be captured on our Master Issues list?
7. Did all participants seem prepared for the meeting and participate meaningfully in the discussion?

Anything below an 8 we will ask “What could we do to make the meeting an 8 or higher for you next time?” You may contribute your feedback regarding the meeting at any meeting rating. This feedback will guide our continuous improvement.



**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 435-5702
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 19, 2020
TO: Mayor and City Councilors
FROM: Jeff Towery, City Manager
SUBJECT: Level 10 Meeting Item on 02-25-2020
STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.

OBJECTIVE/S: Identify and focus on the City's core services

Discussion:

The Mayor has asked for an update from the Leadership Team on the 2019 Goals identified in the strategic plan (listed below.) This item is expected to take half an hour with a slideshow provided beforehand. A detailed Level 10 agenda will be provided later in the week.

COUNCIL PRIORITY ACTION ITEMS FOR 2019
A-1a. Strategically participate in local and regional partnerships
A-3a. Develop a definition of core services
A-3c. Identify the true cost of core services
A-3e. Right-Size Services: Address insufficient resources by finding new sustainable funding sources
C-3a. Establish a formal Emergency Management Program
C-4d. Identify a strategy for long-term increase in stable Public Safety Services.
F-1a. Develop and implement a Public Engagement Charter
G-2c. Housing strategy (May 2019) renew every 10 years
G-2d. Assess urban growth boundaries adjustment

MEMORANDUM

To: Jeff Towery
From: Walt Gowell
Re: Work Session re Campaign Finance
Date: January 14, 2020

Jeff:

You requested that I provide potential relevant topics that the City Council could review and discuss at their upcoming Work Session on Campaign Finance regulation. My thought is that the Council could begin its review of this topic with discussion of the current state of campaign finance law in Oregon, followed by a review of the present Supreme Court Oral Argument on this topic this past November 14th, and recent legislation from Portland, Multnomah County and the 2019 Oregon Legislature. Any such Council discussion could involve:

1. Discussion of the Oregon Supreme Court 1997 VanNatta v. Keisling decision which is currently the controlling law in Oregon concerning state and local campaign contributions as a form of protected free speech and regulation of state and local campaign finance matters;
2. Review of the Multnomah County Ordinance adopted in 2016 which included a \$500 campaign limitation to candidates and mandated disclosure of some donors on campaign materials;
3. Review of the 2018 Multnomah County decision by Judge Eric Bloch declaring the 2016 Multnomah County ordinance (both as to dollar limits and disclosure requirements) unconstitutional under the current *VanNatta* standard.
4. Review of the substantive provisions and possible impact of the 2020 Joint Resolution 18 proposed Constitutional Amendment referred to the voters by the Legislature for the November 2020 election.
5. Review of 2019 House Bill 2716 which adopted new disclosure requirements for certain campaign communications; and
6. Review of 2019 House Bill 2983 which will require identification by specified organizations of the source of political contributions over \$10,000 when measure expenditures exceed a \$25,000 threshold for cities smaller than 60,000 in population.
7. Review of the Portland campaign Finance Ordinance No. 189348 passed on January 16, 2019, the recent June 19th ruling invalidating Ordinance 189348's campaign contribution limits and upholding the disclosure requirements, and the status of this ordinance on appeal to the Oregon Court of Appeals.

I think that such a discussion regarding the above matters is a good way to educate the City Council regarding the various campaign finance concepts and issues, as well as the status of judicial review and political initiatives that are currently under way. A though discussion of the above matters can provide a knowledge baseline for the City Council. The City Council can then direct staff on whether, when and how it wishes to proceed in considering local legislative action on this topic.

OVERVIEW OF RECENT CAMPAIGN FINANCE CASELAW AND MEASURES

February 2020

I. **1997 Fred Vannatta et al v. Phil Keisling et al** Decision as current Oregon governing law:

- 1) Reviewed 1995 Measure 9 Campaign Finance Initiative which, in broad brush strokes:
- 2) Limited the amount of permissible campaign expenditures by Campaigns
- 3) Limited third party expenditures not approved by a candidate
- 4) Limited candidates use of out-of-district contributions i.e. geographical location of donors
- 5) Required publication of Candidates election to accept or not accept voluntary limits on campaign expenditures
- 6) Interpreted the Oregon Constitution's provisions permitting the

"regulating and conduct of elections" and prohibiting

"all undue influence therein from power, bribery, tumult and other improper conduct"

7) The Court ruled that:

Political contributions constitute "expression" entitled to protection;

There is a difference between the authority for regulation of elections and the authority to regulate campaigns

Limits on campaign contributions are unconstitutional limits on free expression

Geographical limitations on donors are impermissible

" We conclude that that Article II, Section 8 does not empower the legislature to regulate every kind of alleged "undue influence arising out of political contributions and expenditures during political campaigns."

" We conclude that the contribution limitations imposed by Measure 9 are targeted at protected speech."

Upheld publication in the voter's pamphlet of a candidate's decision to accept or reject voluntary limits on campaign expenditures as not improperly coercive.

II. MULTNOMAH COUNTY NOVEMBER 2016 CHARTER AMENDMENT IMPLEMENTING ORDINANCE 1243

Established a candidate campaign contribution limit (\$500)

Established independent expenditure limits for individuals (\$5000) and limits for independent political committees (\$10,000)

Imposed registration requirement for political committees expending over \$750

Imposed disclosure requirements on campaign communications of five largest donors over \$500

Regulated an employee's right to make contributions by payroll deductions

In a Validation Procedure initiated by the County Commissioners the Court in 2018 referred to **Vannatta** as controlling authority and:

Struck down the contribution limits

Struck down the expenditure limits

Struck down the disclosure requirements

Upheld the employee withholding contribution provisions

Upheld the registration requirements

Multnomah County filed an appeal to the Circuit Court ruling which was certified directly to the Supreme Court.

III. PORTLAND NOVEMBER 2018 CHARTER AMENDMENT AND IMPLEMENTING ORDINANCE

Established campaign contribution limits (\$500) in candidate elections

Established payroll deduction contribution right

Required registration with Secretary of State of Campaign Committee when making independent candidate expenditures exceeding \$750

Limited Independent individual candidate expenditures to \$5000

Limited independent aggregate political committee independent candidate expenditures to \$10,000 subject to a \$500 per donor limit.

Required timely and prominent disclosure of the original source of large contributions and top five "Dominant Contributors" for communications to voters related to candidate elections.

During June 2019, the Multnomah County Circuit Court Judge Bloch (the same judge) ruled on the City's Motion for Summary Judgment and:

Struck down the contribution limits

Struck down the expenditure limits

Upheld the disclosure requirements as having cured the problems found by the Circuit Court with the Multnomah County ordinance

Upheld the employee withholding contribution provisions

Upheld the registration requirements

Portland's Charter Amendment validation proceeding Circuit Court ruling is currently on appeal to the Oregon Court of Appeals, but is presently stayed in that court pending the outcome of the Supreme Court ruling in the Multnomah County Charter Amendment validation case.

IV. NOVEMBER 2019 SUPREME COURT ARGUMENT

On November 19, 2019 the Oregon Supreme Court heard oral argument on the ruling in the Multnomah County Charter Amendment Implementing Ordinance 1243. Oral argument evidently focused on whether the current Court should overrule the 1997 **Vannatta** ruling and validate the Multnomah County campaign limit and donor disclosure requirements held invalid by the Circuit Court. The statement of the three issues as outlined on the attached "Entry Form" published by the Supreme Court are as follows:

Statement of Issues:	<p>(1) Do the restrictions in Section 11.60 and Ordinance No. 1243 on contributions and expenditures violate the rights of free expression under Article I, section 8, of the Oregon Constitution, or the First Amendment to the United States Constitution?</p> <p>(2) Do the disclosure requirements in Section 11.60 and Ordinance No. 1243 constitute impermissible compelled speech under either constitution?</p> <p>(3) Are the payroll deduction provisions of Section 11.60 and Ordinance No. 1243 preempted by ORS 652.610, which limits an employer's authority to make payroll deductions?</p> <p>These summaries of cases are prepared for the benefit of members of the media to assist them in reporting the court's activities to the public. Parties and practitioners should not rely on the summaries, or the statement of issues to be decided in the summaries, as indicating the questions that the Supreme Court will consider. Regarding the questions that the Supreme Court may consider, see Oregon Rule of Appellate Procedure 9.20.</p>
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V. OREGON LEGISLATURE JOINT RESOLUTION 18 IS SCHEDULED FOR A NOVEMBER, 2020 STATEWIDE VOTE

The statewide measure would legislatively overrule the **Vannatta** decision and create a new constitutional grant of campaign finance authority to Oregon governments. The pertinent text is shown below:

Sec. 8. (1) The Legislative Assembly shall enact laws to support the privilege of free suffrage, prescribing the manner of regulating, and conducting elections, and prohibiting under adequate penalties, all undue influence therein, from power, bribery, tumult, and other improper conduct.

(2) The Legislative Assembly, the governing body of a city, county, municipality or district empowered by law or by this Constitution to enact legislation, or the people through the initiative process, may enact laws or ordinances within its jurisdiction that:

(a) Limit contributions made in connection with political campaigns or to influence the outcome of any election in a manner that does not prevent candidates and political committees from gathering the resources necessary for effective advocacy;

(b) Require the disclosure of contributions or expenditures made in connection with political campaigns or to influence the outcome of any election;

(c) Require that an advertisement made in connection with a political campaign or to influence the outcome of any election identify the persons or entities that paid for the advertisement; and

(d) Limit expenditures made in connection with political campaigns or to influence the outcome of any election to the extent permitted under the Constitution of the United States.

(3) Subsection (2) of this section applies to laws and ordinances enacted by the Legislative Assembly or the governing body of a city, county, municipality or district, or enacted or approved by the people through the initiative process, on or after January 1, 2016.

VI HOUSE BILL 2716 (JUNE 2019)

Regulates communications made in support of Candidates by requiring disclosures on campaign communications as to:

Five largest donors paying for the communication where aggregate donations exceed \$10,000

Exempt certain donors from affiliated charitable organizations;

Exempts donations that are prohibited from being used for campaign communications

Exempts donations to candidate for federal office

Exempts Lawn signs, wearable items, skywriting, pins and other small items

VII HOUSE BILL 2983 (JUNE 2019)

Regulates communications made in support of Candidates and Measures by requiring disclosures on campaign donations to:

Establishes a \$25,000 threshold for regulation of city measures for cities smaller than 60,000

Requires disclosure of donors contributing to Candidates or Measure with aggregate donations which exceed \$10,000, the disclosure to be made within seven days after making a campaign communication.

Prohibits anonymous donations over \$1000 to be used for campaign communications

Exempt certain donors from affiliated charitable organizations;

Exempts donations that are prohibited from being used for campaign communications

Exempts donations to candidate for federal office

Exempts Lawn signs, wearable items, skywriting, pins and other small items

Charter, Code and Policies

City of Portland

GENERAL INFORMATION: 503-823-4000 EMAIL: cityinfo@portlandoregon.gov

More Contact Info (<http://www.portlandoregon.gov/citycode/article/15472>)

Chapter 2.10 Campaign Finance in Candidate Elections

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- 2.10.050 Implementation and Enforcement.
- 2.10.060 Adjustments.
- 2.10.070 Severability.
- 2.10.080 Definitions.

- Note

(Chapter added by Ordinance No. 189348, effective January 16, 2019.)

2.10.010 Contributions in City of Portland Candidate Elections.

A. An Individual or Entity may make Contributions only as specifically allowed to be received in this Chapter.

B. A Candidate or Candidate Committee may receive only the following Contributions during any Election Cycle:

1. Not more than \$500 from an Individual or a Political Committee other than a Small Donor Committee;
2. Any amount from a qualified Small Donor Committee;
3. A loan balance of not more than \$5,000 from the Candidate;
4. No amount from any other Entity, except as provided in Section 2.10.040.

C. Individuals shall have the right to make Contributions by payroll deduction by any private or public employer upon the employer's agreement or if such deduction is available to the employees for any other purpose.

2.10.020 Expenditures in City of Portland Candidate Elections.

A. No Individual or Entity shall expend funds to support or oppose a Candidate, except those collected from the sources and under the Contribution limits set forth in this Chapter.

B. An Entity shall register with the Oregon Secretary of State as a Political Committee under Oregon law within 3 business days of making aggregate Independent Expenditures exceeding \$750 in any Election Cycle to support or oppose one or more Candidates in any City of Portland Candidate Election.

C. Only the following Independent Expenditures are allowed per Election Cycle to support or oppose one or more Candidates in any particular City of Portland Candidate Election:

1. An Individual may make aggregate Independent Expenditures of not more than \$5,000.
2. A Small Donor Committee may make Independent Expenditures in any amounts from funds contributed in compliance with Section 2.10.010.
3. A Political Committee may make aggregate Independent Expenditures of not more than \$10,000, provided that the Independent Expenditures are funded by means of Contributions to the Political Committee by Individuals in amounts not exceeding \$500 per

Individual per year.

2.10.030 Timely Disclosure of Large Contributions and Expenditures.

A. Each Communication to voters related to a City of Portland Candidate Election shall Prominently Disclose the true original sources of the Contributions and/or Independent Expenditures used to fund the Communication, including:

1. The names of any Political Committees and other Entities that have paid to provide or present it; and
2. For each of the five Dominant Contributors providing the largest amounts of funding to each such Political Committee or Entity in the current Election Cycle:
 - a. The name of the Individual or Entity providing the Contribution.
 - b. The types of businesses from which the maker of the Contribution has obtained a majority of income over the previous 5 years, with each business identified by the name associated with its 6-digit code of the North American Industry Classification System (NAICS).
3. For each of the largest five Dominant Independent Spenders paying to provide or present it:
 - a. The name of the Individual or Entity providing the Independent Expenditure.
 - b. The types of businesses from which the maker of the Independent Expenditure has obtained a majority of income over the previous 5 years, with each business identified by the name associated with its 6-digit code of the NAICS.

B. If any of the five largest Dominant Contributors or Dominant Independent Spenders is a Political Committee (other than a Small Donor Committee) or nonprofit organization, the prominent disclosure shall include its top three funders during the current Election Cycle.

C. The disclosure shall be current to within 10 business days of the printing of printed material or within 5 business days of the transmitting of a video or audio communication.

2.10.040 Coordination with Public Funding of Campaigns.

A Candidate participating in a government system of public funding of campaigns (including the Open and Accountable Elections Fund established under Portland City Code Chapter 2.16) may receive any amount that such system allows a participating candidate to receive.

2.10.050 Implementation and Enforcement.

A. The provisions of this Chapter shall take effect on September 1, 2019.

B. Each violation of any provision in this Chapter shall be punishable by imposition of a civil fine which is not less than 2 nor more than 20 times the amount of the unlawful Contribution or Expenditure or Independent Expenditure at issue.

C. Any person may file a written complaint of a violation of any provision in this Chapter with the City Auditor.

D. The City Auditor, otherwise having reason to believe that a violation of any provision has occurred, shall issue a complaint regarding such violation.

E. Upon receipt or issuance of a complaint, the City Auditor:

1. Shall examine the complaint to determine whether a violation has occurred and shall make any investigation necessary.
2. Within 2 business days of receiving or issuing a complaint, shall issue a notification, including a copy of the complaint, to every person who is the object of the complaint.
3. Shall accept written materials supporting or opposing the complaint for a period of 10 business days following any such notification.
4. Shall render a decision on the complaint within 10 business days of the close of the material submission period.

F. If the complaint is received or issued within 30 calendar days of the date of the election involving the object of the complaint, then all time periods stated in Subsections 2.10.050 E.3. and 2.10.050 E.4. shall be reduced by one-half.

G. The City Auditor may issue subpoenas to compel the production of records, documents, books, papers, memoranda or other information necessary to determine compliance with the provisions of this Chapter.

H. Upon finding a violation of the requirement for timely disclosure set forth in Section 2.10.030, the City Auditor shall determine the true original sources of the Contributions and/or Independent Expenditures used to fund the Communication at issue and shall immediately issue a statement to all interested parties and news organizations containing all of the information about the involved donor(s) required by Section 2.10.030.

I. The complainant or any person who is the object of the complaint may, within 30 calendar days of the issuance of the decision, appeal that order to the appropriate Circuit Court as an agency order in other than a contested case.

J. The decision in the matter shall be deemed final, following completion of any judicial review. Such decision shall be enforced by the City of Portland. If the decision is not enforced within 30 calendar days of the decision becoming final, the complainant may bring a civil action in a representative capacity for the collection of the applicable civil penalty, payable to the City of Portland, and for any appropriate equitable relief.

2.10.060 Adjustments.

All dollar amounts shall be adjusted on January 1 of each odd-numbered year to reflect an appropriate measure of price inflation, rounded to the nearest dollar.

2.10.070 Severability.

For the purpose of determining constitutionality, every section, subsection and subdivision thereof of this Section, at any level of subdivision, shall be evaluated separately. If any section, subsection or subdivision at any level is held invalid, the remaining sections, subsections and subdivisions shall not be affected and shall remain in full force and effect. The courts shall sever those sections, subsections and subdivisions necessary to render this Section consistent with the United States Constitution and with the Oregon Constitution. Each section, subsection and subdivision thereof, at any level of subdivision, shall be considered severable, individually or in any combination.

2.10.080 Definitions.

Unless otherwise indicated by the text or context of this Chapter, all terms shall have the definitions at Chapter 260 of Oregon Revised Statutes, as of January 1, 2018. Terms found therein or defined below are capitalized in this Chapter.

A. "Candidate" has the meaning set forth at ORS 260.005(1).

B. "Candidate Committee" has the meaning set forth at ORS 260.039 - 260.041, as of November 8, 2016, for the term "principal campaign committee."

C. "City of Portland Candidate Election" means an election, including a primary election, to select persons to serve (or cease serving) in public offices of City of Portland.

D. "Communication" means any written, printed, digital, electronic or broadcast communications but does not include communication by means of small items worn or carried by Individuals, bumper stickers, Small Signs, or a distribution of 500 or fewer substantially similar pieces of literature within any 10 business-day period.

E. "Contribution" has the meaning set forth at ORS 260.005(3) and 260.007, as of November 8, 2016, except it does not include:

1. Funds provided by government systems of public funding of campaigns; or
2. Providing rooms, phones, and internet access for use by a candidate committee free or at a reduced charge.

F. "Dominant Contributor" means any Individual or Entity which contributes more than \$1,000 during an Election Cycle to a Candidate Committee or Political Committee.

G. "Dominant Independent Spender" means any Individual or Entity which expends more than \$1,000 during an Election Cycle to support or oppose a particular Candidate.

H. "Election Cycle" means:

1. Generally, the period between an election at which a Candidate is elected and the next election for that same office, disregarding any intervening primary or nominating election, any recall election, or any special election called to fill a vacancy.
 2. For any recall election: the period beginning the day that the recall election is called or declared and ending at midnight of the day of the recall election.
 3. For any special election called to fill a vacancy: the period beginning the day that the special election is called or declared and ending at midnight of the day of the election.
- I. "Entity" means any corporation, partnership, limited liability company, proprietorship, Candidate Committee, Political Committee, or other form of organization which creates an entity which is legally separate from an Individual.
- J. "Expenditure" has the meaning set forth at ORS 260.005(8) and ORS 260.007, as of January 1, 2018, except that:
1. It does not include a Communication to its members, and not to the public, by a Membership Organization not organized primarily for the purpose of influencing an election.
 2. The exception in ORS 260.007(7) does not apply.
- K. "General Election Period" means the period beginning the day after the biennial primary election and ending the day of the biennial general election.
- L. "Individual" means a citizen or resident alien of the United States entitled to vote in federal elections; however, when this Chapter expresses a limitation or prohibition, "Individual" means any human being.
- M. "Membership Organization" means a nonprofit organization, not formed or operated for the purpose of conducting or promoting commercial enterprise, which has Individual members who have taken action to join the organization and have made a payment of money or volunteer time to maintain membership in the organization.
1. It cannot have commercial enterprises as members.
 2. It can transfer to one and only one Small Donor Committee not more than 40 percent of the amount paid to the organization by each Individual member, with a limit of \$100 transferred per Individual member per calendar year.
 3. It shall within 30 calendar days of any such transfer notify each paying member of the amount transferred, expressed in dollars or as a percentage of the member's amount paid to the organization. Such notice may be provided by regular mail or electronic mail to each affected member or by posting the information on the organization's main website. If the amount transferred is the same for each member or category of members (in dollars or in percentage of amount paid), the posting may state that amount or percentage without identifying individual members.
- N. "Primary Election Period" means the period beginning on the 21st day after the preceding biennial general election and ending the day of the biennial primary election.
- O. "Prominently Disclose" means that the disclosure shall be readily comprehensible to a person with average reading, vision, and hearing faculties, with:
1. any printed disclosure appearing in a type of contrasting color and in the same or larger font size as used for the majority of text in the printed material;
 2. any video disclosure remaining reading on the regular screen (not closed captioning) for not less than 4 seconds;
 3. any auditory disclosure spoken at a maximum rate of 5 words per second;
 4. any website or email message in type of a contrasting color in the same or larger font size as used for the majority of text in the message;
 5. any billboard or sign other than a Small Sign: in type of a contrasting color and not smaller than 10 percent of the height of the billboard or sign.
- P. "Small Donor Committee" means a Political Committee which has never accepted any Contributions except from Individuals in amounts limited to \$100 per Individual contributor per calendar year.
- Q. "Small Sign" means a sign smaller than 6 square feet.



Auditor Mary Hull Caballero

Promoting open and accountable government

More Contact Info (<http://www.portlandoregon.gov/auditor/article/564229>)

Status of Campaign Finance Charter Amendment

Information and Updates on the City of Portland Campaign Finance Charter Amendment (Portland Ballot Measure 26-200)

Status:

(Latest update: December 20, 2019)

On June 10, 2019 the Multnomah County Circuit Court issued an opinion (<http://www.portlandoregon.gov/auditor/article/734850>) on the City's petition for summary judgement. The Sections of Code Chapter 2.10 and Charter Chapter 3 regulating campaign finance and disclosure that have not been struck down and subject to additional litigation are effective September 1, 2019.

Sections upheld by the court:

City Charter Sections 3-302(b) and Portland City Code Sections 2.10.020(B), requiring certain entities making independent expenditures greater than a threshold amount to register as a Political Committee;

City Charter Sections 3-303 and Portland City Code Sections 2.10.030, requiring certain disclosures be made revealing origins of campaign contributions and independent expenditures;

City Charter Sections 3-301(c) and Portland City Code Sections 2.10.010(C) requiring employers to permit contributions by payroll deductions.

Sections struck down by the court:

City Charter Sections 3-301 (a)-(b) and Portland City Code Sections 2.10.010 (A)-(B), relating to limitations on campaign contributions; and

City Charter Sections 3-302(a),(c) and Portland City Code Sections 2.10.020(A),(C), relating to limitations on campaign expenditures.

On February 7, 2019, the City Attorney's Office filed a petition (<http://www.portlandoregon.gov/auditor/article/726110>) in Multnomah County Circuit Court seeking a ruling that the recent campaign finance City Charter amendment passed by voters and the implementing City Code (Charter Chapter 3, Article 3 (<http://www.portlandoregon.gov/citycode/78238>) and City Code Chapter 2.10 (<http://www.portlandoregon.gov/citycode/38523>)) are constitutional under both state and federal constitutions.

On June 19, 2019, the court issued a judgment stating the following in pertinent part:

1) The following sections of Portland City Charter and Portland City Code are invalid: City Charter §§ 3-301(a)-(b) and 3-302(a), (c) and Portland City Code §§ 2.10.010(A)-(B) and 2.10.020(A), (C).

2) The following sections of Portland City Charter and Portland City Code are valid: City Charter §§ 3-301(c), 3-302(b), and 3-303 and Portland City Code §§ 2.10.010(C), 2.10.020(B), and 2.10.030.

On June 19, 2019, the City filed notice of appeal (Court of Appeals Case No. A171435) with the Oregon Court of Appeals.

On December 18, 2019, the Oregon Court of Appeals issued an order holding that appeal in abeyance pending the Supreme Court's Decision in Multnomah County v. Trojan et al. (Supreme Court Case No. S066445).

Background:

Qualifying for the ballot via an initiative petition, on November 6, 2018, voters amended the City of Portland Charter (<http://www.portlandoregon.gov/auditor/article/670827>) relating to the election of City of Portland candidates (Mayor, Commissioners, Auditor) by generally requiring:

Campaign contribution limits;

Expenditure and independent expenditure;
Registration as a political committee for certain entities;
Disclosure requirements for funding for certain types of communications;
An employee's right to make campaign contributions by payroll deduction in some circumstances; and
Some mechanisms to administer and enforce those provisions.

On January 16, 2019, the Portland City Council took the first step to carry out the voters' will by adopting Ordinance No. 189348 (<https://efiles.portlandoregon.gov/Record/12588411/file/document>) to implement the Charter amendment.

On March 6, 2018, the Multnomah County Circuit Court struck down similar provisions passed by Multnomah County voters related to contribution limits, expenditure and independent expenditure limits, and disclosure requirements. City Ordinance No. 189348 (<https://efiles.portlandoregon.gov/Record/12588411/file/document>) therefore asked the City Attorney to petition the court to provide legal certainty (via the validation proceeding currently underway) about the constitutionality of the City's campaign finance provisions.

What is the status of the campaign finance legislation while the validation proceedings move their way through the courts?

The campaign finance requirements set forth in Charter Chapter 3, Article 3 (<http://www.portlandoregon.gov/citycode/78238>) and City Code Chapter 2.10 (<http://www.portlandoregon.gov/citycode/38523>) take effect on September 1, 2019. The City is hopeful that the Multnomah County Circuit Court will issue a ruling validating the legality of these provisions before the September implementation date.

Related documents:

Multnomah County Circuit Court Judge Bloch Opinion and Order (<http://www.portlandoregon.gov/auditor/article/734850>)

City's Validation Petition as Filed in Multnomah County Circuit Court (<http://www.portlandoregon.gov/auditor/article/726110>)

Charter Amendment (measure 26-200) (<http://www.portlandoregon.gov/auditor/article/670827>)

City of Portland Ordinance No. 189348 Creation of City Code Chapter 2.10 (<https://efiles.portlandoregon.gov/Record/12588411/file/document>)

Exhibit A, PCC 2.10 Campaign Finance in Candidate Elections (<https://efiles.portlandoregon.gov/Record/12588412/File/Document>)

Oregon Revised Statutes Chapter 26 – Campaign Finance Regulation; Election Offenses
(https://www.oregonlegislature.gov/bills_laws/ors/ors260.html)

Multnomah County Circuit Court Order on Multnomah County's Motion for Declaration of Validity (Campaign Finance and Disclosure
(<https://multco.us/file/69628/download>))

ENTERED INTO THE RECORD
DATE RECEIVED: 2/25/2020
SUBMITTED BY: Councilor Sal Peralta
SUBJECT: Agenda Topic 4.b.1 -
Campaign Finance
Disclosure Ordinance

From: [Sal Peralta](#)
To: [City Council](#)
Cc: [Jeff Towery](#); [Walt Gowell](#)
Subject: Portland Disclosure Requirements Description
Date: Tuesday, February 25, 2020 7:32:10 PM
Attachments: [One-Pager City Code 2.10 Timely Disclosures \(1\).pdf](#)

Here is a description of the Portland Campaign Finance Disclosure Requirements that are on the books in Portland.

My suggestion tonight is that we adopt the disclosure requirements described in the attached document. Here is a link to the actual Portland disclosure laws.


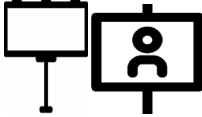

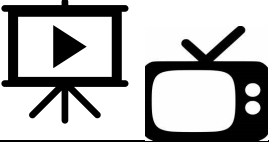

<https://www.portlandoregon.gov/citycode/article/711260>

Best,

Sal

Guidance on Disclosure Requirements in City of Portland Candidate Campaigns

[\(See Portland City Code Section 2.10 for complete requirements\)](#)

Type of Communication		How to Disclose
Printed		Disclosure must be: contrasting color text, at least same size as communication; current to within 10 business days of printed material.
Billboard or Large Signs*		Disclosure must be: contrasting color, at least 10% the height of the billboard or sign; current to within 10 business days of printed material
Website, Email Messages		Disclosure must be: contrasting color text, at least same size as communication; current to within 10 business days of printed material.
Videos: TV/Website		Disclosure must be: contrasting color text, same or larger font size as in communication; current to within 5 business days of transmission.
Phone, Radio, Streaming Audio		Disclosure must be: spoken at maximum of 5 words per second; current to within 5 business days of transmission.

**Signs smaller than six sq. ft. do not require disclosures*

Required for all disclosure types

- 1) Name of Political Committee and any other entities paying to provide communication
- 2) For each of the top 5 contributors in 1) above that contribute more than \$1,000 to a candidate committee or political committee in the elections cycle:
 - a) Name of contributing individual or entity
 - b) Types of businesses from which contributor has obtained majority of income over last 5 years ([using NAICS system](#))
- 3) For each of the top 5 Independent Spenders in 1) above that spend more than \$1,000 to support or oppose a particular Candidate in the elections cycle:
 - a) Name of individual or entity providing the expenditure
 - b) Types of businesses from which individual or entity has obtained majority of income over last 5 years (using [NAICS system](#))
- 4) If Political Committees are identified in 2) or 3) above**, must include top 3 funders during current elections cycle

***Unless if political committees are nonprofit organizations or small donor committees (defined)*



P O R T L A N D
CITY AUDITOR
Elections

City of Portland
1221 SW 4th Avenue, Room 310, Portland, OR 97204
(503) 823-3546
www.portlandoregon.gov/auditor/elections





City Recorder Use	
Final Action: _____	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Growlers Tap Station LLC

BUSINESS LOCATION ADDRESS: 1036 NE Baker Street

LIQUOR LICENSE TYPE: Off-Premises

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

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

Growlers Tap Station

Hours of operation: Sunday 2pm-9pm, Monday-Thursday 3pm-9pm, Friday-Saturday 2pm-10pm

Entertainment: Social gaming (trivia night)

Hours of Music: N/A

Seating Count: 41; 25 lounge and 16 outdoors

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee

CITY OF McMinnville
MINUTES OF CITY COUNCIL WORK SESSION
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, September 10, 2019 at 6:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Melissa Bisset

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	
	Adam Garvin	
	Zack Geary	
	Kellie Menke, Council President	
	Sal Peralta	
	Wendy Stassens	

Also present were City Attorney David Koch, City Manager Jeff Towery, Fire Chief Rich Leipfert, Human Resources Manager Kylie Bayer-Fertterer, Interim Finance Director Elizabeth Comfort, Planning Director Heather Richards, and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 6:02 p.m. and welcomed all in attendance.

Planning Director Richards explained that the City Council's role as judges for quasi-judicial decisions included reviewing evidence and rendering decisions based upon the evidence. State laws governed the process and procedures to protect the property owner, the developer, and the community to ensure a transparent and fair decision-making process. She noted that there was a 120 day time frame to render a decision. The Council was not being policy makers deciding upon legislative initiatives where there was community dialogue with significant input and opportunity for discretionary decision-making and there was no time frame to render a decision.

State law review required:

- Cities to host a public hearing for certain land-use applications (ORS 227.175(3))
- Cities needed to notify adjacent property owners – minimum standards established by state law (ORS 197.763(2))

- Cities needed to codify a procedure for the public hearing process with minimum standards established by state regulations (ORS 227.170)
- Cities needed to host a public hearing for certain land-use applications (ORS 227.175(3). Cities needed to notify adjacent property owners – minimum standards established by state law. (ORS 197.763(2))
- Cities needed to codify a procedure for the public hearing process with minimum standards established by state regulations. (ORS 227.170)
- Cities needed to appoint individuals or committees that serve as hearings officers or hearings bodies. (ORS 227.165)
- Hearings officers or hearings bodies needed to render decisions based upon evidence and facts. (ORS 227.173)
- Cities needed to appoint individuals or committees that serve as hearings officers or hearings bodies. (ORS 227.165)
- Hearings officers or hearings bodies need to render decisions based upon evidence and facts. (ORS 227.173)
- In McMinnville, the Planning Commission and the Historic Landmarks Committee had been identified as the Hearings Body for the City of McMinnville, (MMC 2.32 and 2.34).
- Cities needed to render a decision within 120 days of the application being deemed complete, including the opportunity for a local appeal process. (ORS 227.178(1))

There were different types of review based upon the type of application, the amount of subjective and objective criteria, and the amount of impact to the community:

- Planning Director's Review without Notification
- Planning Director's Review with Notification
- Applications Public Hearing Planning Commission
- Applications Public Hearing City Council
- MUAMC
- Applications Public Hearing Historic Landmarks Committee

The Planning Commission made recommendations to City Council for:

- Comprehensive Plan Map or Text Amendment
- Planned Development
- Planned Development Amendment
- Legislative Amendment
- Zone Change

She noted that per McMinnville Municipal Code, Section 17.72.130(C) (6), once the Planning Commission made a decision to recommend a land-use decision to the McMinnville City Council, the Council shall:

- Based on the material in the record and findings adopted by the Commission and transmitted to the City Council, adopt an ordinance effecting the proposed change; or
- Call for a public hearing on the proposal subject to the notice requirements stated in Section 17.72.120(D) – (F).

She explained the reasons for a City Council public hearing were:

- More evidence to put into the public record for the decision-making process
- Do not agree with Planning Commission findings for their decision
- Do not support the decision and have findings for basis to change the recommendation.
- Want to amend the findings

Planning Director Richards stated that the decision for a public hearing was based upon a judge's role and not a policy maker role. If there was a change to the Planning Commission recommendation and findings, a new public hearing allowed for applicant and public testimony relative to the new discussion. Currently it was not set up as a defacto public hearing with the City Council as a second opportunity for public testimony on the same application, public record, and evidence that the Planning Commission deliberated on.

In Oregon, citizen involvement was critical to the process. It was not to weigh in on whether or not it was a good development or a bad development proposal, but whether or not the development proposal met the Comprehensive Plan and local land-use criteria. To do so, citizens needed to be informed about the project and the criteria under which it was reviewed. However, the citizen involvement was a controlled process to ensure that developers were not being unduly stripped of their right to develop their property. (State prescription for timeliness, procedural process, notification, etc.)

The public opportunity for engagement included:

- Neighborhood Meeting Requirement
- Property Owner Notice of Public Hearing
- Newspaper Public Notice
- Written Testimony
- Public Hearing Testimony
- Request to Keep Public Record Open

Discussion ensued regarding the public process and the methods used to encourage public participation.

Planning Director Richards stated that the Citizen Involvement chapter was recently updated and they could look into better ways of notifying the public.

Councilor Stassens stated that there had been feedback about hearings going long and people had complained about them being so late. Planning Director Richards shared that if they thought there would be a lot of testimony, at the beginning of the meeting the Planning Commission Chair would let people know that the hearing would be continued due to so much public testimony. There was the 120 day deadline that had to be met, and the Planning Commission met once a month. They often had conversations with the applicant asking for an extension of the 120 day deadline so that everyone had a chance to testify. The Planning Commission was committed to staying to the end. She did not think that the meetings were long compared to what she had seen.

Mayor Hill asked if there was feedback about giving a 3 minute time limit on the public testimony. Planning Director Richards responded that it was the Chair's decision. If they knew in advance that there was going to be a lot of testimony, they let people know that there would be a time limit.

Council President Menke noted that there was an opportunity for written public testimony as well.

Planning Director Richards showed pictures of Planning Commission meetings to show how citizen engagement was happening in McMinnville. There was a nine member Planning Commission. It was a good, working Planning Commission.

Planning Director Richards presented two ideas if they wanted to move towards a different system.

The first path to consider was the defacto public hearings at City Council for certain land-use applications:

- Commit to the time required.
- Speed up the process at the Planning Commission.

These could be used for:

- Comprehensive Plan Map or Text Amendment
- Planned Development
- Planned Development Amendment
- Legislative Amendment

- Zone Change

Some organizations had shifted to a Hearings Officer model:

- 100 percent factually based
- Removes opportunities for emotional decision-making
- Efforts to influence public opinion

Mayor Hill asked about the cost of a Hearings Officer. City Manager Towery shared that it would likely be \$115-\$200 per hour.

Planning Director Richards stated they would bill an hourly rate for preparation for the hearing, conducting the hearing, rendering the decision, and writing findings. There might be a fee schedule associated with the position as well. City Manager Towery explained that it was typically a contracted position.

Mayor Hill asked if having a Hearings Officer would cut down on the work of the Planning Department. Planning Director Richards said staff was still gathering all of the information and making the presentations. She noted that a Hearings Officer model would be removed from the emotional/political state of the public hearing process and it might decrease the amount of time after a while. The Council could be the appeal for those decisions, or they could go to LUBA.

Planning Director Richards said in terms of fiscal impact, they would still be in a full cost recovery model. A second public hearing at the City Council level could add costs to the land-use application fee schedule. Currently they estimated a public hearing cost of \$1,750 using a 55 percent cost recovery model.

Councilor Geary asked about discretion in the quasi-judicial process.

City Attorney Koch explained that judges weighed the facts and there was law and testimony that must be considered. There was some discretion in deciding who was telling the truth and who was giving the greater weight of evidence. They did not have discretion on deciding whether they would not apply a law today to someone, but that law would be applied to someone else tomorrow.

Planning Director Richards stated that ORS 227.173 was specific that land-use decisions must be based upon evidence and facts.

Councilor Geary asked if there was a particular percentage of criteria that had to be met.

City Attorney Koch explained that once the legislative processes were adopted, they had established the goal posts and once they were in the judicial process they had to apply the criteria that were adopted that applied to everyone. They could not change the goal posts.

Planning Director Richards explained that 100 percent of the criteria needed to be met. It was dangerous to pull a Comprehensive Plan policy out of context. The Comprehensive Plan policies established the policies for the City. The Municipal Code established the standards to meet those policies. If the Council found that the criteria were not being applied appropriately, they could state that, ask for other criteria to be looked at, have staff develop findings for the criteria, and call for a public hearing so they could discuss the criteria. It gave the applicant and public the ability to testify on that new evidence.

Councilor Peralta discussed the public hearing for the Oak Ridge Meadows subdivision. When it came to Council, he had raised concerns about the traffic impacts and the change in street classification from neighborhood residential to residential connector. He thought that was objective criteria to reject an application, yet the feedback in the meeting from staff was that was not objective criteria. He asked why it was not objective criteria and how it would set a precedent.

Planning Director Richards explained the City had an adopted Transportation System Plan which had standards and adopted findings for those standards. To say that the standard for the street was too high and should be less, there should be some sort of findings associated with that. For the residential connector, there was the opportunity for the neighborhood to say that there was too much traffic and it was unsafe and request mitigating design. It was not a threshold for criteria.

Councilor Peralta said one of the criteria was to minimize the impact to neighboring residential.

Planning Director Richards said that was a Comprehensive Plan policy. To mitigate the impact to neighborhoods, they would create these standards which were very specific. By pulling the policy out independently and saying they were not meeting the policy, the land use process didn't work that way because there were subsets under the policy that stated how the community would meet that policy.

Planning Director Richards stated that there could be a work session on a debrief of Oak Ridge Meadows to go through any questions associated with it as a learning process for moving forward.

Councilor Drabkin was uncomfortable with the shift to a Hearings Officer but was willing to learn more about it.

Councilor Garvin stated that he had wanted to discuss this further because he had concerns with running out of time and they had to have long meetings to make a decision. How would the Hearings Officer help with the 120 day timeline? Planning Director Richards said they would eliminate the first meeting where the Council considered the Planning Commission recommendation and findings.

Councilor Stassens expressed concern about defacto public hearings. They had a competent Planning Commission that put a lot of time into the process. She was concerned about redundancy and how several applications would not need to go to a Hearings Officer. By having a Hearings Officer model, citizens might not think they had a voice. Planning Director Richards said citizens could still testify to the Hearings Officer.

Mayor Hill stated that there would be another work session on this topic scheduled in October or November.

Mayor Hill adjourned the meeting at 7:08 pm.

s/s Claudia Cisneros
Claudia Cisneros, City Recorder

CITY OF McMinnville
MINUTES OF CITY COUNCIL REGULAR SESSION
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, September 10, 2019 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Melissa Bisset

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	
	Adam Garvin	
	Zack Geary	
	Kellie Menke, Council President	
	Sal Peralta	
	Wendy Stassens	

Also present were City Attorney David Koch, City Manager Jeff Towery, Fire Chief Rich Leipfert, Human Resources Manager Kylie Bayer-Fertterer, Interim Finance Director Elizabeth Comfort, Planning Director Heather Richards, and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:09 p.m. and welcomed all in attendance.

2. PLEDGE OF ALLEGIANCE

Councilor Drabkin led the Pledge of Allegiance.

3. INVITATION TO CITIZENS FOR PUBIC COMMENT

Mark Davis, McMinnville resident, stated that he had been before the Planning Commission as an applicant and an opponent. What he saw as a weakness in the process was the dealings the applicant had in advance of the process with the Planning staff. What it appeared to the public was that there was a collusion between the applicant and Planning staff. People thought applications were a done deal before they could give input and were extremely frustrated and did not think the process was fair. He thought more of an effort should be made to explain to the public what the role of the staff was with applications.

4. PRESENTATION

4.a. Preparing for HB 2001

Planning Director Richards stated that this bill came out of the last legislative session. It was sometimes referred to as the missing middle housing bill. Compliance was required by June 30, 2022. Missing middle housing were products between single family dwelling units and apartment complexes. They were products such as duplexes, triplexes, fourplexes, townhomes, cottage clusters, and tiny homes. They provided more affordable units and more choices for communities. The mandate of the bill stated that all cities with a population of 25,000 or more needed to adopt regulations that allowed duplexes, triplexes, quadplexes, cottage clusters, and townhouses in all zones that allowed detached single-family dwelling units by June 30, 2022. This meant all residential zones in McMinnville would need to be amended. The impact was to over 4,700 acres in McMinnville. The intention was to create inclusive neighborhoods similar to the recently adopted Great Neighborhood Principles. Comprehensive Plan Policy 187.10 stated: The City of McMinnville shall establish Great Neighborhood Principles to guide the land use patterns, design, and development of the places that McMinnville citizens live, work, and play. The Great Neighborhood Principles will ensure that all developed places include characteristics and elements that create a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood with enduring value, whether that place is a completely new development or a redevelopment or infill project within an existing built area. Great Neighborhoods provide housing opportunities for people and families with a wide range of incomes, and for people and families in all stages of life. A range of housing forms and types shall be provided and integrated into neighborhoods to provide for housing choice at different income levels and for different generations. Great Neighborhoods have a variety of building forms and architectural variety to avoid monoculture design. Neighborhoods shall have several different housing types. Similar housing types, when immediately adjacent to one another, shall provide variety in building form and design.

Planning Director Richards asked how the City would support the mandate with its infrastructure? The City would need to figure out how to support that type of increased density with their current infrastructure systems – wastewater, water, transportation, parks and schools. What would it look like? How did the City ensure that the new housing types were compatible with existing neighborhoods and community values? Residential design would be important. She reviewed the draft recommended housing strategies:

Strategy	Housing Development in Existing UGB
Near-Term	Create a Diverse Housing Zone
Near-Term	Promote infill development allowing flexibility in existing zones with appropriate design and development standards
Near-Term	Update infrastructure plans for infill development

Strategy	Infrastructure & Public Facilities Planning	Planning Director Richards discusses
Near-Term	Assess infrastructure capacity to support infill	
Near-Term	Develop infrastructure allocation policy	
Near-Term	Identify areas with underutilized infrastructure capacity	

d residential design and development standards to protect McMinnville's small town charm. She provided examples of products of potential infill if there were no residential design standards. There were ways to bring in infill into neighborhoods. If there were the right design standards it could fit into a neighborhood nicely.

For the Great Neighborhoods, they had many proposals. One was Proposal 46: The City shall develop development codes that allow for a variety of housing types and forms, and shall develop site and design requirements for those housing types and form. It would be adopted into the Development Code, and it would show how the different types of housing could fit on lots in existing subdivisions and not impact those neighborhoods. It would also have development standards for all the different products. In terms of infrastructure capacity, it was a big lift. Cities had to accommodate the state mandate by updating infrastructure plans and investing in the appropriate infrastructure support. In McMinnville, wastewater and transportation were a concern. They were designed for a proposed density less than current maximum density in the residential zones. The wastewater fix was a discussion of larger network pipes. The Wastewater Reclamation Facility was planned to accommodate higher density. Transportation was a more difficult discussion. She described some of the wastewater capacity issues. A Citywide analysis was conducted to see where the pinch points were in terms of capacity.

She provided an example of a rezone application to go from R2 to R4 on 2nd Street. In order to do that project they would need to replace 3,700 linear feet of sewer lines in Westvale Street and Tamarack Street between 2nd Street and Cypress Lane.

Councilor Drabkin asked about the Wastewater Treatment Plant capacity. Planning Director Richards said the plant could accommodate the expected growth from this mandate.

Planning Director Richards then discussed the transportation capacity issues. All the residential streets were built for 1,280 Average Daily Trips. Building the additional housing would put extra trips on the roads. She had compared the local street standards of McMinnville with Ashland, Redmond, Corvallis, Newberg, Bend, and Grants Pass. McMinnville was on the low end with 1,280 ADT. Most other communities were a little bit higher at 1,500 and 2,000 ADT.

Councilor Drabkin asked how much of a concern were the transportation capacity issues? Planning Director Richards noted that traffic and parking were big dialogues in McMinnville. Habits would change in terms of how they used vehicles in the future.

Discussion ensued regarding funding for these upgrades.

Planning Director Richards said the bill did not say anything about who would fund it, but stated that there needed to be a plan as to how it would happen so that the zones could be opened up to allow the products to occur. The City could decide that it was on the developer, however there was reasonability language in the bill as well.

Councilor Peralta asked if there had been any conversations about alternative ways to fund these improvements beyond what they had always done in Oregon.

Planning Director stated that the planning industry was not at the table when HB 2001 was developed or amended. It came out, and they responded to it. They had responded by providing testimony and requesting a meeting with staff. The planning industry had asked the questions of how this would be funded. If the goal was inclusivity and affordability and they put all of the cost on the developer that was not achieving the goal. The cities did not have funds to do build a larger infrastructure system either. There had been no good answer. The estimated costs for updating infrastructure plans per the League of Oregon Cities was \$250,000 - \$400,000 for consultant costs to do the infrastructure planning and \$250,000 for internal staffing dedication. The Bill allocated \$3,500,000 to help with the work, however 53 cities were subject to the mandate which would end up being \$66,000 per city.

The infrastructure plans needed to be updated by February 2021 in case the City needed to apply for an extension. The City would need to identify how capital

improvement upgrades would be funded. The other mandates included removing the requirement for off-street parking and owner-occupied status for Accessory Dwelling Units. They also needed to explore policies and programs that included but were not limited to:

- Waiving or deferring system development charges for affordable housing
- Adopting or amending criteria for property tax exemptions
- Assess a construction excise tax

In addition, there would be annual reporting and the City would need to report on new middle housing units built in the previous year.

The next steps included:

- Finish Residential Site Design and Development Standards and start public engagement for input and review with a targeted date of February 2021 adoption.
- Identify timeframe and scope of work for infrastructure planning to support the bill mandate with a targeted date of February 2021 for adoption.

There might be an opportunity to combine public infrastructure planning with infrastructure analysis associated with growth planning. The goal of the bill was to have inclusive neighborhoods, and the City's goal was to have inclusive neighborhoods that maintained McMinnville's small town charm and the quality of the built out neighborhoods that they had.

5. ADVICE/ INFORMATION ITEMS

5.a. Reports from Councilors on Committee & Board Assignments

Councilor Stassens discussed the City Center Housing Strategy Report. It was the first report back from the consultant and included ideas on different products for city center housing and an evaluation of costs. Parking, land values, and barriers were all discussed. She then reported on the last MURAC meeting where they had looked at a cottage homes application and gave a grant for half of the amount they were asking for.

Councilor Drabkin stated that the Housing for Homeless subcommittee met and received a presentation by Yamhill Community Action Partnership (YCAP). There was also an Affordable Housing Task Force meeting where community partners had been invited to discuss opportunities to leverage state funds for permanent supportive housing initiatives.

Councilor Geary stated that there would be a meeting with the School Board and Kids on the Block Technical Advisory Committee.

Councilor Peralta shared the Mid-Willamette Valley Council of Governments would be canceling this year's Yamhill County Dinner for lack of attendance in

past years. He suggested doing a community survey to get feedback on people's impressions on the City and what could be done better as a City and how people could be better informed.

Councilor Garvin shared that the Oregon Air Show was coming up in two weeks. He suggested either at the first or second meeting of the month going back to dinner meetings before regular Council meetings. Council was different being in work session mode each meeting. He thought that it would unite Council and they would be able to discuss issues that might be falling through the cracks.

Councilor Drabkin advocated to move away from the dinner meetings because they were having a pre-meeting before the public meeting and vetting their questions so when they were in the public meeting they all agreed and citizens didn't know the background. She agreed that there was a sense of community that was formed by doing that. They should consider the way in which the meeting happened. She was supportive of it as long as they addressed what was being lost in the public process.

Councilor Peralta stated he would be in favor of having a dinner meeting once a month to allow for frank discussions.

Mayor Hill stated that he missed interacting with staff and connecting with Council.

Council President Menke stated the Homeless subcommittee received a good recap from YCAP on their approach for getting people into the system. She asked Planning Director Richards to discuss their women's shelter program.

Planning Director Richards shared that YCAP had a program called Anydoor. It was a first entry program. YCAP would take the information of who needed help and then they would bring services to them and work with partners to do so. It had been in place since 2017 and had taken 6,000 cases. Regarding the partnership with the County, the County received properties that went into foreclosure and they typically did auctions of those properties to the public. They had set up a collaboration where the City could purchase the home from the County for the amount of the back taxes and then the City would work with developers to put those homes into affordable housing programs. The City was in the process of purchasing the first home to be used as a shelter for victims of domestic violence. It would cost the City less than \$15,000 and there were developers already interested in participating. She hoped that it would go into service sometime in the summer. The program would rehab a property, put it into affordable housing for a certain number of years, and then it would become market rate housing in the future.

Mayor Hill stated that MWACK was recently held where STIF funds and the Bypass were discussed.

5.b. Department Head Reports

Police Chief Scales stated that the second to last airshow meeting was held and that the City was well prepared. Two officers graduated from the academy. Regarding the prohibited camping ordinance that was put into effect in June, there had been a tremendous number of cities in the valley looking for information about how it was rolled out in conjunction with the car camping program.

Fire Chief Leipfert provided an update on the feasibility study of the consolidation of the Fire Districts. The scope of work had been drafted. There should be a quote back by the 24th. There had been positive feedback from all of the Fire Departments that wanted to participate in the study except for one. The study would run through March/April.

City Manager Towery introduced the interim Finance Director Elizabeth Comfort.

Interim Finance Director Comfort stated that they were wrapping up the last fiscal year. The General Fund reserve was budgeted at 16 percent, and they would end up with 27 percent. Property taxes were up 7 percent. The ambulance billing had been outsourced and they were pleased with their service.

Human Resources Manager Bayer stated that the City had been working with Gallagher Benefits for the Classification and Compensation project. They would deliver a product that should last 15-20 years. The project would take 6-8 months to complete. They had begun to develop the Neogov applicant tracking system and starting in early October there would be a much more sophisticated recruitment process on HR's website.

6. RESOLUTION

- 6.a. Consider **Resolution No. 2019-60**: A Resolution appointing city representatives to the Economic Leadership Council.

Planning Director Richards said this was a new Council that had been established to implement and guide the Economic Development Strategic Plan. Each partner agency, Visit McMinnville, McMinnville Downtown Association, Chamber of Commerce, MEDP, and the City, would have two representatives on the Council. McMinnville Water and Light and the School District would have one representative each and there were three members at large. She thought one member of Council and one from MURAC should be on this committee. MURAC voted to recommend Walt Gowell as their representative and Kellie Menke had volunteered to represent the City Council. The appointments were for three years to expire on December 31, 2022.

Councilor Drabkin MOVED to adopt Resolution No. 2019-60, appointing city representatives to the Economic Leadership Council; SECONDED by Councilor Stassens. Motion PASSED unanimously.

7. ADJOURN: The meeting was adjourned at 8:24 pm.

Claudia Cisneros, City Recorder

DRAFT

CITY OF McMinnville
MINUTES OF CITY COUNCIL WORK SESSION
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, September 18, 2019 at 5:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Melissa Bisset

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	
	Adam Garvin	
	Zack Geary	
	Kellie Menke, Council President	
	Sal Peralta	
	Wendy Stassens	

Visit McMinnville Present:

Scott Cooper, Director, McMinnville Economic Development Partnership (MEDP)

Kitri McGuire, Visit McMinnville Board Member

Ellen Brittan, Visit McMinnville Board Member

Maria Stuart, Visit McMinnville Board Member

Erin Stephenson, Visit McMinnville Board Member

Scott West, Travel Oregon

Sara Morrissey, Travel Oregon

Jen Feero, Visit McMinnville Board Member

Courtney Cunningham, Visit McMinnville

Jeff Knapp, Executive Director, Visit McMinnville

Also present were City Attorney David Koch, City Manager Jeff Towery, Human Resources Manager Kylie Bayer-Fertterer, Planning Director Heather Richards, and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 5:37 p.m. and welcomed all in attendance.

2. PRESENTATION – Visit McMinnville

Erin Stephenson, Visit McMinnville Board Chair, explained that the meeting was being held to help provide some of the newer City Council members with a history of Visit McMinnville and use of Transient Lodging Tax funds.

The presenters introduced themselves.

Scott West, Chief Strategy Officer of Travel Oregon, said Travel Oregon was a semi-independent state agency that was created by legislation in 2003. They had a nine member Commission that was appointed by the governor. He explained the organizational structure, the vision, mission, and values of Travel Oregon. The vision was “A better life for all Oregonians through strong, sustainable local communities that welcome a diversity of explorers.”

Councilor Peralta asked how many cities participated in Transient Lodging Tax. Mr. West replied they were driven by a statewide lodging tax that was 1.8% right now, but would go down to 1.5% on June 30, 2020. There were about 100 cities and 20 counties that had a local TLT.

Sara Morrissey, Travel Oregon, said they did a research piece in 2008 that looked at local jurisdictions across the state that had a TLT that captured what the rate was and what those revenues were being expended on and also captured the history of any rate change since 2003-2008. It was a decade later and they are doing that study again to get 2018 numbers. The work would include short term rentals as well. That study would be completed in November. Each city and county set their own rates, so there was a variety across the state.

Mr. West stated that in 2003 the funding for tourism in Oregon was the 47th lowest of the 50 states. They were losing tourism market share to other states and Oregon needed an economic stimulus. In 2003 HB 2267 implemented a 1% statewide lodging tax to fund the Oregon Tourism Commission, dba Travel Oregon. It established Travel Oregon as a semi-independent state agency. It also protected local lodging taxes. Existing local rates and allocations for tourism were grandfathered. Future increases in local lodging tax rates required at least 70% dedicated to tourism. In 2016 HB 4146 increased state lodging tax from 1% to 1.8% effective July 1, 2016 and decreased to 1.5% effective July 1, 2020. It also directed 20% of state lodging tax to implement a regional cooperative tourism program and 10% to a competitive grants program.

He displayed a chart of employment and revenue since 2003. He discussed Oregon’s tourism industry and stated that over 115,400 Oregonians were directly employed in the tourism industry. Travel Oregon’s departments and programs included global strategic partnerships, global marketing, global sales, destination development, and operations.

Ms. Morrissey displayed a map of Oregon’s regional cooperative tourism program. Each of the regions was managed by a Regional Destination Marketing Organization (RDMO). The RDMO put together a two year plan that the Travel Oregon Commission approved. She displayed a chart of the regional allocations which were based on a pro rata distribution

based on the amount of visitation and lodging stays in that area. There were over 150 Destination Marketing Organizations in Oregon.

Councilor Peralta asked what the bidding process was like for selecting an RDMO. Ms. Morrissey said an RFP went out in January this past year and a selection committee made a recommendation to the Oregon Tourism Commission who made the final decision. It was noted that there had been contracts since the inception of the program.

Discussion ensued regarding the RFP process.

Ms. Morrissey explained a DMO was a Destination Management Organization, which for McMinnville was Visit McMinnville. The communications process went from the statewide Travel Oregon to the regional RDMO to the local DMO to the local business, organization, or individual. There was a lot of stakeholder engagement as well.

Jeff Knapp, Executive Director for Visit McMinnville, stated that one of successes in the partnership with the State was closing the gap in the communication process and reconnecting the region.

Ms. Stephenson explained that an overnight guest spent three times more money than a day tripper. Prior to the existence of McMinnville's DMO, McMinnville was completely out of the loop and when Travel Oregon was moving resources down the chain McMinnville was not able to get any of the resources. It left a lot of money on the table, but now there was a strong relationship with the state and Visit McMinnville that had borne a lot of fruit for the community in terms of the number of visitors they were attracting.

Councilor Stassens asked how the money flowed down to the communities. Ms. Morrissey responded the Willamette Valley Visitors Association put together a strategic plan on how they were going to use that investment. To do that plan, they worked closely with the DMOs and other stakeholders to see what was needed and the plan showed how the resource would be expended to meet the needs. That information was available online as well.

Councilor Stassens asked about redundancy of efforts. Mr. West explained since 2016 there had been more resources and opportunities. There was a broader reach and a local perspective. Sometimes they did find redundancy and cost savings and the funds could be used in another way.

Ms. Morrissey stated that Travel Oregon and the Regional Destination Management Organization did two year strategic planning and tried to align their efforts. They tried to have a clear picture of what each entity was doing so they did not have redundancy.

Mr. Knapp explained the term earned media.

Councilor Garvin asked about Yamhill County Tourism Partnership. Mr. Knapp explained that he was helping in that effort to reestablish County engagement. There had been a disconnect and he was trying to bring equity and opportunity into the entire county. There was not a current County TLT. He had been appointed to the Willamette Valley Visitors Association Board by the Yamhill County Commissioners to represent the County. Visit McMinnville collaborated with many partners in the region.

Scott Cooper, Director of McMinnville Economic Development Partnership (MEDP), stated that destination promotion raised a community's profile and opened the door to enhanced opportunities for traditional business relocation, business expansion, and new start-ups. It increased the needs for more jobs and contributed to highlighting the quality of life issues critical to the relocation decisions made by companies as well as residents' attitudes about where they lived. He shared his story on how he came to McMinnville and how the Visit McMinnville website helped sell him on the community. MEDP looked forward to their continued relationship with Visit McMinnville. There were opportunities to grow and expand it. The City was fortunate to have Visit McMinnville in the community.

Ms. Stephenson provided a background on the Transient Lodging Tax. In 2013 in partnership with the MDA, MEDP, Chamber of Commerce, Yamhill Valley Visitors Association, and the County, the City Council created a TLT grant program. In 2014 a TLT advisory committee was created and she chaired the committee. The committee put together a grant program to award TLT dollars to organizations who had a program that promoted tourism to McMinnville. At the end of that process they were not sure that they had made a tourism impact. A strategic planning committee was formed and there were representatives from wine, dining, lodging, regional partners, and Council. They evaluated who was doing tourism well and who wasn't. They heard from Visit Bend about the economic multiplier effect of tourism. Everyone on the committee felt that this model was a great option. The model was called tourism marketing funnel. Bend used Top Notch Creative to channel people to the Visit Bend website and then out to the individual businesses to make direct spends. The Strategic Planning Committee met every week for several months until Visit McMinnville came into being and entered into a contract with the City. Throughout that process, the Council was deeply engaged and a partner in every decision that was made. She noted that they knew they needed top notch staff and it would be a part of the success. She felt very proud of the team that was created. They had made McMinnville a state leader in the tourism industry. They continued to be a data driven organization deeply focused on being responsive and making adjustments as needed. The process also included engaging the community about tourism.

Councilor Stassens said there was a concern that Third Street would just be about tourists. How could they help people understand that it would not just be about tourists, but about keeping the community sustainable?

Ms. Stephenson explained there were many businesses that were not just for tourists in downtown. It was their job to protect what was quirky and special about McMinnville. They never wanted Third Street to be something that appealed only to tourists, but they needed the tourism dollars to help underwrite the businesses. The community benefitted when talent, expertise, ingenuity, and businesses came to the City because of tourism. It was a careful balancing act but Visit McMinnville was poised to do this. They must be careful and strategic with the types of tourism that they were cultivating and the overnight guests.

Maria Stuart, Visit McMinnville Board Vice-Chair, shared a story about Café Azul on Third Street and how they tried but they were not able to stay successful because McMinnville residents couldn't provide enough business. She discussed the Economic Development Strategic Plan that had recently been created. Visit McMinnville had partnered with the City to make some of the priorities in the plan come true. She explained how the wine industry was important to the community. People that worked in the tasting room made \$15-\$30 per hour between the hourly wage and incentive pay which was a living wage. The wine industry was creating real jobs and provided a variety of jobs and a wide array of professions they worked with. They were not only a hospitality industry, but also agriculture and manufacturing.

Ellen Brittan, Visit McMinnville Board Member, stated that the board was a very strategically oriented and focused board. They had a data and results driven approach and everything that was done was looked at with a fiduciary responsibility. Every time they spent a dollar they looked at how they would leverage that dollar and measure the impact. There were always metrics and evaluation techniques associated with any program presented. Every dollar was spent with a creating a high impact. They leveraged partnerships in order to reduce redundancy and so that the dollars were further leveraged. She provided some examples. When they were first formed, they discussed creating a visitor center, but after the analysis was done they decided it was not the best use of money. They determined that the money was better used for a website rather than a brick and mortar visitor center. It was the same with group sales, that after a study was done they found that it was very expensive and it directly competed with leisure businesses which was their niche. She noted that everything that was done was prioritized and strategized.

Councilor Drabkin asked what percentages were mandated to be used for marketing, administration, and data and research. Ms. Brittan explained

that the Board determined where the money was spent. They looked at the ratios to make sure there was enough staff and overhead so that the work was done at a high level, but the majority of the funds went to programming. Over 70% was going to programming which was considered a good amount for leveraging dollars. Another recent study was on wayfinding in order to partner with the City on that project. Whatever was done needed to be done in conjunction with economic development so they could bring people, businesses, locals, and visitors into this process.

Dianna Riggs and Todd Siverson were the owners of Mac Market, a new drink, food, and community gathering place on Alpine Avenue. They were enamored with this town due to Visit McMinnville's efforts. The decision to move to McMinnville was in part an opportunity to invest in the community. In doing the business plan, the tourism numbers were the backbone of their concept. The business was for the community, but was backed by tourism dollars. Their business highlighted a lot of small businesses in the valley and they could bring outside tourists in to see what the community had to offer. It was also for the community to have a good time.

Jen Feero, Visit McMinnville Board Member, stated that she enjoyed engaging with tourists and finding out why they were coming to the community. Most came for the wine, some for the coast, and many just drove through the town and wanted to stay. She shared a story of 15 people who came from South Dakota that had recently visited because they read about McMinnville and wanted to celebrate a 40th birthday here. Third Street was the backbone of their community. The majority of the businesses on Third Street were owned by locals.

Mr. Knapp stated that Visit McMinnville's main goal was to improve the economy and livability of McMinnville. They were diversifying from just food and wine. The wine industry would continue to grow, however they needed to diversify their focus. They were also expanding outdoor recreation, agritourism, and arts and culture. To do so, they were leveraging partnerships, working with the County, region, and state. That would serve tourists and the quality of life for residents. The main focus was executing programs that benefitted the community during shoulder and low seasons.

Councilor Peralta thanked the Board for their work. He had been consistently impressed with the quality of work being done. He appreciated the comments from Erin about the importance of marketing, promotion, and building economic vitality. It was not a question of whether they should fund Visit McMinnville, but if they should also fund tourism infrastructure through the TLT. The statutory authority for TLT

taxes allowed for a 60/40 split in infrastructure/marketing. Currently no funding was going to infrastructure and 100% was going to marketing. The tourism facilities in the City needed work, especially the airport when the largest airshow in Oregon was coming to it in the upcoming weekend. He thought they needed more meeting space in the City as well. They were doing amazing work but there should be a balance between money spent on marketing and infrastructure.

Councilor Geary asked if the City was following a national industry trend in increased tourism. Mr. Knapp stated that Oregon travel was trending positively and international travel was up significantly. The type of visitor McMinnville saw was a higher value visitor where they had more money to spend and spent it more frequently. They were operating as leaders, especially in using tourism as economic development, and were outperforming the trend.

Ms. Stephenson said that since its inception they had grown TLT returns by 41%. The City was lucky in the type of tourist that McMinnville had. These types of tourists had an average household income that was higher and had a higher amount of money to spend. They also were in smaller numbers and did not have a high impact on streets and other infrastructure. The type of tourists being brought in were also decision makers and could bring their companies to the City. McMinnville bled young people and Visit McMinnville had focused on marketing to younger people and bringing in companies that would bring them back.

Councilor Stassens asked if there had been conversations about infrastructure investment.

Ms. Brittan said the challenge was leveraging of dollars. The investment for infrastructure would have a smaller return on investment because it was so expensive. They looked at what the best use of the dollar would be.

Mayor Hill stated that there needed to be discussion about the resources available for the infrastructure improvements.

Councilor Peralta agreed that there should be a balancing act between the marketing expenditures and other areas of the City that were in need of funds.

Council President Menke stated that there was opportunity in the next few years to build up the funds and allocate them to different projects. She thought Visit McMinnville needed more time to make it everything it could be.

Ms. Brittan noted that it was a competitive market promoting a small town as a destination. She thought they needed to keep up what they were doing and continue to grow the asset.

Council President Menke noted that the programs could be highly successful and there would be more money for infrastructure in the future.

Councilor Garvin stated that they would be embarking on a strategic planning process for the airport and there would be needs identified related to tourism. He asked how they were promoting the shoulder seasons and if they had contacted races such as Mac Track.

Mr. Knapp responded that they had contracted someone in group sales and were connecting with events. They had met with Mac Track, but had not made any deals with them. They were focusing on small, corporate events and sporting events.

Councilor Garvin asked about cannabis and marketing it on the website. Mr. Knapp stated that the Board would consider it.

Discussion ensued regarding cannabis tourism.

Councilor Drabkin expressed concern with the Council directing Visit McMinnville on what they were advertising.

Councilor Garvin thanked Visit McMinnville for their work.

Mr. Knapp thought they could use another hotel in the City. He stated that the shoulder seasons were getting tighter and the current hotels were often full.

Councilor Geary thought that the conversation increased his belief that while they were working on tourism, they were also keeping the local community in mind. He saw that they wanted to create a sustainable program and not something that would float away when the economy floated away and that it fit the community.

Ms. Stephenson shared that the Atticus employed more than 50 employees and they had employed people who had been incarcerated or were homeless. They were making sure to look at earners at all levels.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 8:07 pm.

Claudia Cisneros, City Recorder



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

STAFF REPORT

DATE: February 25, 2020
TO: Mayor and City Councilors
FROM: Tom Schauer, Senior Planner
SUBJECT: Resolution 2020-09
STRATEGIC PRIORITY & GOAL:



HOUSING OPPORTUNITIES (ACROSS THE INCOME SPECTRUM)
Create diverse housing opportunities that support great neighborhoods.

OBJECTIVE/S: Collaborate to improve the financial feasibility of diverse housing development opportunities

Report in Brief:

This action is consideration of Resolution No. 2020-09, a resolution authorizing the City Manager to enter into a contract to purchase real property from Yamhill County for affordable housing.

Background & Discussion:

Yamhill County has a foreclosed residential property in the McMinnville City limits that they have agreed to sell to the City of McMinnville for a future affordable housing project. Council previously created the Affordable Housing Fund and authorized its initial funding to help further affordable housing programs in McMinnville. The Affordable Housing Task Force previously recommended use of a portion of the funds for acquisition of the foreclosed property for the amount of taxes owed on the property. The City of McMinnville will work with community partners and developers to leverage the property for affordable housing. This was most recently discussed at the February 11 City Council meeting during the presentation of the Affordable Housing Task Force's Annual Report. This resolution would authorize the City Manager to enter into the contract for the purchase of the property.

Attachments:

1. Resolution 2020-09

Fiscal Impact:

Council previously created the Affordable Housing Fund, which currently has a balance of \$188,000. This would authorize \$14,945.31 from that fund for the purchase, subject to the terms of the Real Estate Purchase and Sale Agreement.

Recommendation:

Staff recommends that, based on the recommendations of the Affordable Housing Task Force, the Council approve Resolution No. 2020-09.

“BASED ON THE RECOMMENDATION OF THE AFFORDABLE HOUSING TASK FORCE, I MOVE TO APPROVE RESOLUTION NO. 2020-09.”

RESOLUTION NO. 2020 - 09

A Resolution authorizing the City Manager to enter into a contract to purchase real property from Yamhill County for affordable housing.

RECITALS:

Yamhill County has a foreclosed residential property in the McMinnville city limits that they have agreed to sell to the City of McMinnville for a future affordable housing project; and

The City of McMinnville created an affordable housing fund to help further affordable housing programs in McMinnville; and

The City of McMinnville would like to purchase the foreclosed residential property from Yamhill County for the amount of taxes owed on the property; and

The City of McMinnville will work with community partners and developers to leverage the property for affordable housing.

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

1. The City Council authorizes the City Manager to enter into a contract to purchase the property at 813 SE Ford Street for affordable housing per "Exhibit A".
2. This Resolution will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February, 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT 'A' TO RESOLUTION NO. 2020-09

REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: _____, 2020

SELLER: Yamhill County, a political subdivision
of the State of Oregon
434 NE Evans
McMinnville, OR 97128

BUYER: The City of McMinnville, a municipal corporation of the State of Oregon

McMinnville, OR 97128

Pursuant to the terms of this Real Estate Purchase and Sale Agreement (this "Agreement") Seller desires to sell to Buyer and Buyer desires to buy from Seller the real property and all improvements thereon located in Yamhill County, Oregon (the "Property"). The Property is more fully described on the attached Exhibit A; and a map showing the Property is attached as Exhibit B, all incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. SALE AND PURCHASE. On the terms and conditions contained herein, Buyer shall buy the Property from Seller and Seller shall sell the Property to Buyer for the sum of FOURTEEN THOUSAND NINE HUNDRED FORTY FIVE AND 31/100 Dollars, (\$14,945.31) (the "Purchase Price"). Buyer shall pay the entire final Purchase Price to Escrow Holder (as defined below) in cash and a deed shall be recorded transferring title to the Property to Buyer at closing ("Closing").

Section 2. EARNEST MONEY. Buyer, upon Seller's execution of this Agreement, shall deposit with Escrow Holder FIVE HUNDRED and 00/100 Dollars (\$500.00) in cash or other immediately available funds. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the cash portion of the Purchase Price to be paid by Buyer on the Closing Date. In the event of default hereunder by Buyer, the Earnest Money shall be applied as provided herein.

Section 3. CLOSING. Subject to the terms and conditions of this Agreement, Closing shall take place thirty (30) days after Seller's receipt of the Approval Notice (the "Closing Date") at the offices of _____, _____, McMinnville, Oregon ("Escrow Holder"). Each party shall pay one-half of the escrow fee and closing costs. All utilities, property taxes and assessments will be prorated as of the Closing Date. Any of the foregoing to the contrary notwithstanding, Buyer may require that the Closing take place at any date prior to the Closing Date upon delivery to Seller of not less than ten (10) business days' prior written notice.

Section 4. PRELIMINARY TITLE REPORT. Within ten (10) days after the date of mutual execution of this Agreement, Buyer, at Buyer's sole cost and expense, shall deliver to Seller a preliminary title report, including legible copies of all documents listed as exceptions to the title policy, prepared by Escrow Holder showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Within fifteen (15) business days after receiving the Title Report, Buyer shall review the Title Report and notify Seller in writing of those exceptions shown in the Title Report of which Buyer disapproves ("Buyer's Notice"). Buyer's failure to timely deliver Buyer's Notice shall be construed as Buyer's approval of all of the exceptions identified in the Title Report. Buyer shall accept title to the Property subject to those exceptions of which Buyer does not disapprove, which exceptions are referred to below as the "Permitted Exceptions." If Buyer disapproves of any exceptions, Seller shall have fifteen (15) business days after receiving Buyer's Notice to either: (a) remove such exception(s); or (b) provide Buyer with assurances satisfactory to Buyer in its sole discretion that such exception(s) will be removed before Closing. If Seller does neither (a) nor (b) in the fifteen (15) business day period, then Buyer may terminate this Agreement by written notice to Seller given at any time after the end of such fifteen (15) day period, or proceed to Closing and such exceptions shall be considered Permitted Exceptions.

Section 5. DAMAGE AND DESTRUCTION. If the Property incurs any material damage or destruction due to Buyer's due diligence, including but not limited to the environmental site assessment under Section 7.1 or the Property repair and clean up under Section 7.2, Buyer shall be liable to Seller for any such damage or destruction. If any material part of the Property is condemned or threatened with condemnation on or before the Closing Date, then Buyer may terminate this Agreement on written notice to Seller.

Section 6. COMMISSIONS. Each party represents and warrants to the other that it has not engaged any broker or finder in connection with this transaction. If any claim is asserted for a commission or fee of any type or kind other than as set forth in this Section 6, then the party whose statement, representation or agreement is the basis for such claim shall indemnify and hold the other party harmless from any cost, liability, or expense (including, without limitation, reasonable attorney fees) incurred as a result of such claim.

Section 7. CONDITIONS. Except as otherwise specified this Section 7, Buyer's obligation to purchase the Property is contingent upon Seller's receipt of Buyer's written notice of approval with respect to each of the conditions and documents identified in this Section 7 (the "Approval Notice"), on or before thirty (30) days after the full execution of this Agreement (the "Due Diligence Date"). Buyer's failure to timely deliver the Approval Notice shall terminate this Agreement with no further act required by either party, and upon such termination the Earnest Money shall be returned to Buyer.

7.1 Inspection and Due Diligence. Buyer may conduct due diligence and inspections of the Property as provided herein and approval of the due diligence and inspections of the Property shall be in Buyer's sole discretion. Buyer acknowledges that the Property may presently be occupied. In the event the Property is occupied, Buyer acknowledges and agrees that Buyer may need to take such occupancy into account when accessing or inspecting the Property. Buyer's inspections may include, but are not limited to, review of applicable zoning and restrictive covenants, and environmental, soils, structural, and asbestos inspections and testings. Subject to this section, Buyer and its agents shall have access to the Property for the purpose of conducting Buyer's inspections; provided that in conducting its inspection, Buyer shall not unreasonably

interfere with the business and operations of Seller. In addition, Buyer will have reasonable access to the Property at Closing to confirm that it is in substantially the same condition on the Closing Date as it was when inspected. Seller agrees to cooperate with Buyer in connection with investigations and/or studies and agrees to execute any and all documents that might reasonably be required in order to obtain any necessary governmental authority or consent with respect to the above-described matters.

7.2 Repair and Cleanup. Buyer shall repair any damage done to the Property caused by Buyer's access to the Property or caused by Buyer's inspections, testing and due diligence and Buyer shall indemnify, defend and hold Seller harmless from any and all liability arising out of or related to such inspection and testing.

7.3 Zoning and Covenants, Conditions and Restrictions. Buyer's obligation to close is contingent on Buyer's approval, in Buyer's sole discretion, of any applicable zoning regulations and any applicable private regulation, including without limitation, relevant covenants, conditions and restrictions.

7.4 Waiver. The conditions in this Section 7 are solely for the benefit of Buyer and may be waived only by Buyer in a signed writing delivered to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty or covenant of Seller.

7.5 Title Policy. Subject to Section 10, in the event Buyer determines to purchase owner's title insurance, Escrow Holder shall have committed in writing prior to or on the Closing Date to issue the owner's title insurance policy as requested by Buyer.

7.6 Delivery of Documents. Within fifteen (15) days after the date of mutual execution of this Agreement, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control regarding the Property, each of which Buyer shall have approved, including, without limitation, surveys, written easements, covenants, restrictions, agreements, service contracts, agreements relating to insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property or the use of the common facilities, licenses, permits, or certificates required by governmental authorities in connection with construction or occupancy of the Property, building permits, certificates of completion, certificates of occupancy, and environmental permits and licenses, and any correspondence related to the improvements, if any, on the Property, construction drawings, as-built plans, and specifications for the Property, environmental impact reports, "Phase I" or Phase II" reports or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received regarding the safety of the Property, materials related to pending or threatened litigation or litigation that was pending or threatened during the period of Seller's ownership of the Property, involving the Property or Seller on account of its ownership of the Property, including correspondence, complaints, court orders, settlements and judgments.

7.7 Board Approval. This Agreement is contingent upon the written approval of the Board of Commissioners of Yamhill County (the "Board") and the City Council of the City of McMinnville, Oregon, both of which may be given or withheld in each entity's sole discretion.

Each party also will seek written approval, as required under their respective rules, immediately prior to Closing.

7.8 Representation and Warranties: Covenants. The representations and warranties of Seller in this Agreement will be true and correct as of the Closing Date, with the same force and effect as if made on the Closing Date.

7.9 Exclusive Transaction; No Material Adverse Change. Provided this Agreement has not been terminated and Buyer is not in default of this Agreement, Seller agrees not to sell or offer to sell the Property to another person and/or entity.

7.10 Repurchase. If, after Closing, Buyer determines that the Property, or any portion thereof, is unsuitable for its intended purposes and will no longer be utilized by Buyer to provide social services, Buyer shall first offer the Property to Seller for repurchase at the original sales price for the entire Property, or prorated for a portion of the Property. In the event that Buyer has made improvements to the Property, Buyer and Seller agree to include the cost of such improvements in the sales price, as negotiated by Buyer and Seller at the time of repurchase. This repurchase requirement shall expire three (3) years after Closing.

Section 8. PRORATIONS. All receipts and disbursements of the Property, if any, shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted accordingly.

Section 9. DEED. On the Closing Date, Seller shall execute and deliver to Buyer a bargain and sale deed conveying the Property to Buyer.

Section 10. TITLE INSURANCE. Buyer, at Buyer's sole cost and expense, may choose to purchase an ALTA standard owner's policy of title insurance issued by the Escrow Holder, insuring Buyer as the owner of the Property, subject only to the Permitted Exceptions. Buyer shall pay all additional premiums and costs associated with obtaining extended ALTA coverage, including without limitation the premiums for any endorsements and the cost of any survey.

Section 11. POSSESSION. Buyer shall be entitled to possession on the Closing Date.

Section 12. SELLER'S REPRESENTATIONS. Seller represents and warrants to Buyer as follows:

12.1 Seller has the necessary authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of, and performance of Seller's obligations under this Agreement, except as expressly provided herein, do not require any consent or approval of any other person or entity. Upon the execution and delivery of this Agreement and other documents related to the sale of the Property by Seller to Buyer, those documents shall constitute the legal, valid and binding obligations of Seller and shall be enforceable against Seller in accordance with their terms.

12.2 To the best of Seller's knowledge, the Property is free and clear of all liens, security interests and other charges and encumbrances, except as may be provided in the Title Report.

12.3 To the best of Seller's knowledge, there are no liens of any other type or kind, including without limitation, governmental special assessments, contractor's liens, tax liens, and environmental liens that have been filed or assessed against the Property, except as may be provided in the Title Report.

12.4 Seller is not a “foreign person” as that term is defined in Internal Revenue Code § 1445. On the Closing Date, Seller shall execute and deliver to Buyer a certification of nonforeign status on a form required by the Internal Revenue Service.

Section 13. BUYER’S REPRESENTATIONS. Buyer represents and warrants to Seller as follows:

13.1 Buyer is a municipality of the State of Oregon, and Buyer has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder.

13.2 Buyer acknowledges and understands that the Property was acquired by Seller through the property tax foreclosure process and that Seller hereby disclaims and makes no warranty, express or implied, as to the condition of the Property.

13.3 Buyer acknowledges receipt and review of the “IMPORTANT WARNINGS” detailed in Exhibit C, which is attached hereto and incorporated herein by this reference.

13.4 There are no actions or claims pending or, to Buyer's knowledge, threatened before any court, governmental agency, arbitrator or other tribunal which would prevent Buyer from completing the transactions provided herein in accordance with the terms and conditions of this Agreement.

Section 14. BINDING EFFECT. This Agreement is binding on and shall inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

Section 15. AS-IS ACQUISITION. Buyer acknowledges and agrees that Buyer is acquiring the Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's agents, representatives and attorneys (collectively, "Seller's Agents") have made any warranties, representations or statements regarding the availability of any approvals, or the laws, ordinances, rules or regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the ownership, possession, development, occupancy, condition and/or use of the Property except as expressly provided herein. Buyer moreover acknowledges that (i) Buyer is a municipal entity whose officers, agents and elected officials are knowledgeable and experienced in the financial and business risks attendant to an investment of real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; (ii) that Buyer has entered into this Agreement with the intention of relying upon its own or its experts investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations and the operation of the Property; and (iii) that Buyer is not relying on any representations and warranties made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property except as expressly provided herein. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. Buyer shall purchase the Property in its "As Is, Where Is" condition on the Closing Date and assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigations. Seller shall have no liability for any subsequently discovered defects, whether latent or patent. Buyer has or will independently investigate and verify to Buyer's satisfaction the extent of any limitations of uses of the Property. Buyer acknowledges that the current use of the Property may not conform to applicable Federal, state or local laws, ordinances, codes or

regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, wetland restrictions and other matters may have a significant economic impact upon the intended use of the Property by Buyer.

Section 16. REMEDIES FOR DEFAULT. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date, then Buyer, as Buyer’s sole remedy hereunder, shall be entitled to the refund of Buyer’s Earnest Money. In the event that Buyer should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement pursuant to the terms and provisions hereof giving rise to termination, Seller shall be entitled to the Earnest Money as liquidated damages as Seller's sole remedy hereunder. If, after the Closing Date, Buyer or Seller determines that the other party has breached any representation or warranty set forth in Section 12 or Section 13, as applicable, then Buyer or Seller shall have the right to bring an action for general and specific damages against the applicable party.

Section 17. ATTORNEY FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses incurred in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 18. NOTICES. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by express courier, sent by delivered telegram, telex or facsimile transmission (if sent by facsimile transmission a duplicate copy shall be sent by first class mail), United States certified or registered mail, postage prepaid, addressed to the parties as follows unless a party hereto designates otherwise in writing:

If to Seller:	If to Buyer:
Yamhill County	City of McMinnville
434 NE Evans St	_____
McMinnville, OR 97128	_____
Telephone: 503-472-9337	McMinnville, OR 97_____
Fax: 503-435-0154	Telephone:
	Fax:
With a copy to:	With a copy to:
Office of County Counsel	_____
Yamhill County	_____
434 NE Evans	_____
McMinnville, OR 97128	_____
Telephone: 503-434-7502	_____, OR 97_____
Fax: 503-434-7553	Telephone: _____
	Fax: _____

Any notice given in the form set forth herein shall be deemed given and received as follows: if delivered, when delivered; if sent by delivered telegram, telex or facsimile transmission on the

next business day following the sending thereof and if sent by mail on the fifth (5th) business day following the mailing thereof.

Section 19. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

Section 20. APPLICABLE LAW; JURISDICTION. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding, (collectively "Claim") between Buyer and Seller arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. BY EXECUTION OF THIS AGREEMENT BUYER AND SELLER HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 21. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 22. RECITALS AND EXHIBITS. All recitals contained herein and exhibits attached hereto are incorporated herein by this reference.

Section 23. TIME. Seller and Buyer acknowledge that time is of the essence with respect to the performance of each and every one of the terms, conditions, covenants and provisions of this Agreement. .

Section 24. DATE OF PERFORMANCE. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

Section 25. WAIVER. No waiver by Buyer or Seller of a breach of any of the terms, covenants and conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.

Section 26. FURTHER INSTRUMENTS. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

Section 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 28. CONFIDENTIALITY. Seller and Buyer hereby agree that, without the prior written consent of the other party, neither party shall, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Seller or Buyer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this Agreement or any facts relating hereto or to the underlying transactions contemplated herein.

Section 29. LAND USE. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Section 30. FOREIGN INVESTMENT IN REAL PROPERTY ACT. At or before the Closing, Seller shall execute and deposit in escrow an appropriate FIRPTA certificate, evidencing that Seller is not subject to the FIRPTA withholding requirements.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**SELLER: Yamhill County, a political
subdivision of the State of Oregon**

RICK OLSON, Chair
Yamhill County Board of Commissioners
Date: _____

**BUYER: The City of McMinnville, a
municipal corporation of the State of**

Oregon

By: _____

Name: _____

Title: Mayor Date: _____

Attachments

Exhibit A – Legal Description of Property

Exhibit B – Map

Exhibit C – Important Warnings

EXHIBIT A

Legal Description of the Property

Real Property in the County of Yamhill, State of Oregon, described as follows:

BEGINNING at the Northeast corner of Block 3 of MRS. P.W. CHANDLER'S FIRST ADDITION to the City of McMinnville in Yamhill County, Oregon, on the West margin of West Hembree Street (now known as Ford Street); thence South 13° West along the West line of said West Hembree Street (now known as Ford Street) and the East line of said Block, 56 feet; thence North 78° West parallel with the South line of said Block, 100 feet; thence North 13° East parallel with the East line of said Block, 56 feet to the North line of said Block 3; thence South 78° East along the North line of said Block, 100 feet to the Point of Beginning.

Tax Parcel Number: R4421CC 00500

EXHIBIT B

Map of the Property

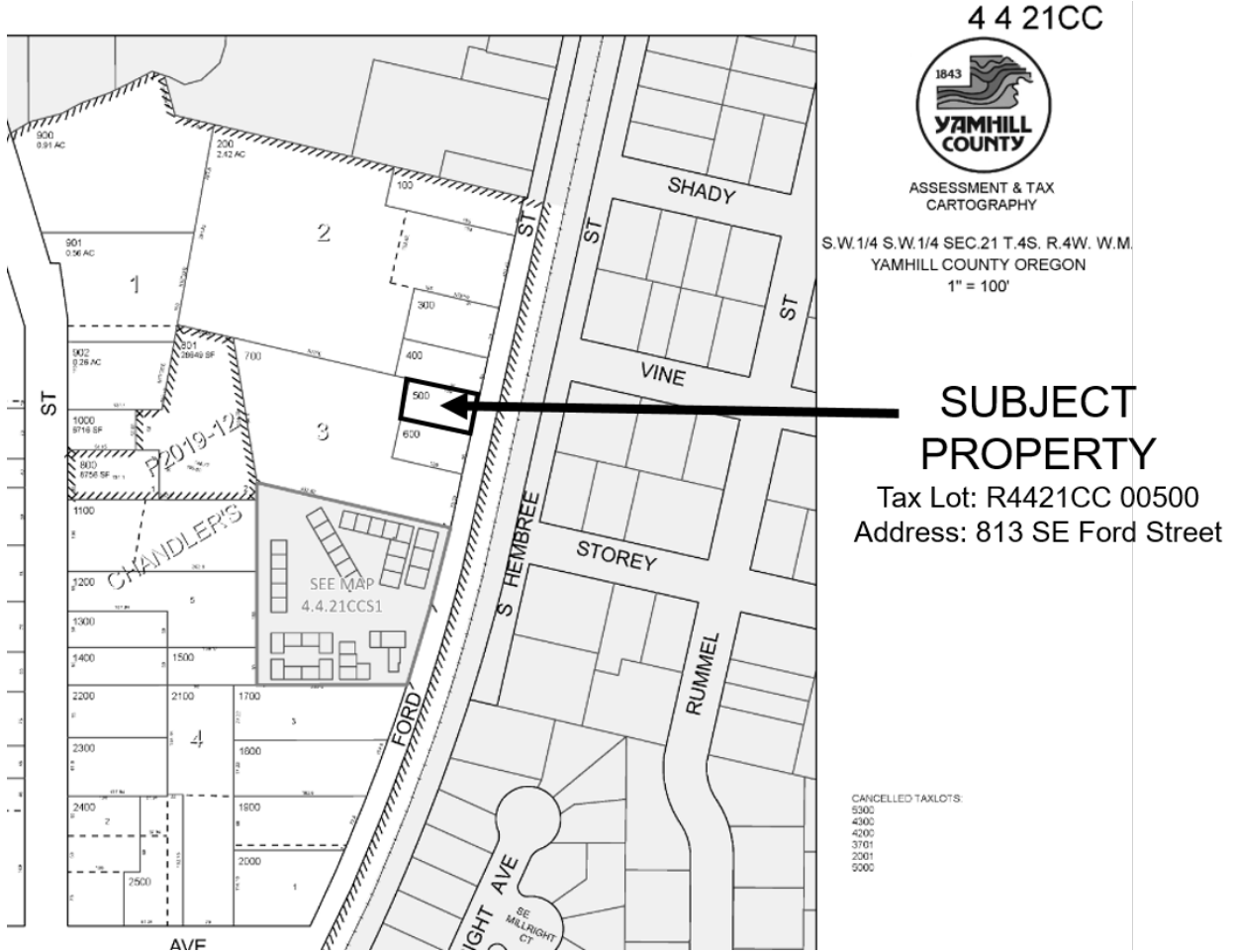


EXHIBIT C

Important Warnings

1. SELLER WILL NOT WARRANT OR DEFEND THE FEE TITLE TO THE PROPERTY. ALL PROPERTIES LISTED ARE SUBJECT TO ALL EASEMENTS, LIENS, CONDITIONS AND RESTRICTIONS WHICH MIGHT APPLY. IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND VALIDITY OF ANY OWNERSHIP INTEREST, EASEMENT, LIEN, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE ON THE PROPERTY. QUESTIONS ABOUT VALIDITY OF TITLE SHOULD BE REFERRED TO AN ATTORNEY OR A TITLE INSURANCE COMPANY PRIOR TO THE SALE. THE BUYER ASSUMES ALL RISKS OF DEFECT IN TITLE.
2. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ABILITY TO OBTAIN PERMITS FOR BUILDING, SUBSURFACE SEWAGE OR ANY OTHER USE OR DEVELOPMENT RIGHTS FROM ANY GOVERNMENTAL AGENCY
3. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXISTENCE OF LEGAL ACCESS TO THE PROPERTY.
4. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. SELLER HAS NOT CONDUCTED ANY ENVIRONMENTAL AUDIT OF THE PROPERTY OFFERED FOR SALE. BUYER TAKE THE PROPERTY AS IS AND AT THEIR OWN RISK. SELLER WILL NOT PARTICIPATE IN ANY ENVIRONMENTAL OR OTHER CLEANUP OF THE PROPERTY.
5. AFTER THE PROPERTY HAS BEEN CONVEYED BY SELLER TO BUYER, THE PROPERTY WILL BE PLACED ON THE COUNTY'S PROPERTY TAX ROLL. THEREAFTER THE PROPERTY WILL BE SUBJECT TO ASSESSMENT FOR TAXATION UNLESS OTHERWISE EXEMPT UNDER OREGON LAW.
6. IT IS BUYER'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND VALIDITY OF ANY KIND OF LIEN OR ENCUMBRANCE ON THE PROPERTY. IT WILL BE BUYER'S RESPONSIBILITY TO SATISFY ANY LIEN OR ENCUMBRANCE.
7. BUYER SHOULD HAVE INSPECTED THE PROPERTY PRIOR TO CLOSING.
8. THE PROPERTY MAY BE PARTIALLY DEDICATED FOR PUBLIC PURPOSES FOR USE AS ROADS, EASEMENTS, OR OTHER PURPOSES.
9. BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. ONLY A CITY PLANNING

DEPARTMENT CAN GIVE PLANNING INFORMATION ABOUT A PROPERTY LOCATED IN THE CITY LIMITS.

10. SELLER WILL NOT FURNISH A SURVEY OR PROVIDE TITLE INSURANCE IN ANY FORM. DIMENSIONS IDENTIFIED ON MAPS OR IN OTHER INFORMATION ARE APPROXIMATE AND MAY OR MAY NOT REPRESENT THE ACTUAL PROPERTY BOUNDARIES. ANY "COMMENTS" ON SURPLUS PROPERTY INVENTORY ARE INTENDED ONLY TO PROVIDE GENERAL INFORMATION. BUYER IS ADVISED TO VIEW THE PROPERTY PRIOR TO PURCHASE. BUYER IS ADVISED TO CONSULT WITH AN ATTORNEY. A TITLE INSURANCE COMPANY OR OTHERS AS APPROPRIATE PRIOR TO PURCHASE.



CITY OF MCMINNVILLE
FINANCE DEPARTMENT
230 NE SECOND STREET
MCMINNVILLE, OR 97128
503-434-7301

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 11, 2020
TO: Mayor and City Councilors
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Resolution No. 2020-13: Appointments for vacant positions on the City's Budget Committee.



CIVIC LEADERSHIP

Encourage a variety of leadership development opportunities to foster a culture of civic pride and involvement

Report in Brief:

This is the consideration of Resolution No. 2020-13, appointing members to serve on the Budget Committee.

Background:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee. The committee is comprised of the elected members of the governing body and an equal number of electors of the municipal corporation (i.e., qualified voters). The governing body appoints electors to the budget committee for three year terms.

There are currently three vacancies on the City's Budget Committee. The vacancies were advertised on the City website. We received five applications for the vacant positions.

Five interviews were scheduled with all applicants - Peter Hofstetter, Alison Seiler, Wendy Phoenix, Patrick Evans and John Stensland. Interviews took place on January 16 and 17 with members of the Audit Committee (Mayor Hill and Council President Menke).

Mayor Hill and Council President Menke recommend the reappointment of Peter Hofstetter for a 3-year term and two new appointments of Alison Seiler and Wendy Phoenix to a 3-year term that expires on December 31, 2023.

Attachments:

Resolution No. 2020-13

Fiscal Impact:

There is no anticipated fiscal impact to the City of McMinnville with this decision.

Recommendation:

Staff recommends that City Council appoint candidates to the Budget Committee, as recommended by the Audit Committee.

RESOLUTION NO. 2020-13

A Resolution appointing Peter Hofstetter, Alison Seiler, and Wendy Phoenix as representatives of the City of McMinnville Budget Committee.

RECITALS:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee.

The Budget Committee is comprised of the elected governing body and an equal number of volunteer electors who are appointed by the governing body for three year terms.

There are currently three vacancies on the City of McMinnville Budget Committee. Five candidates applied for the vacant positions.

The City has advertised the vacancies in the local newspaper and posted the advertisement on the City's website.

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

1. The City Council appoints the following volunteers to the Budget Committee:

BUDGET COMMITTEE
(3-year term expires December 31, 2023)

Peter Hofstetter
Alison Seiler
Wendy Phoenix

2. This Resolution and these appointments will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February, 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



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: Alison Seiler
Address: [REDACTED]
McMinnville, OR 97128
Email: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
Work Phone: [REDACTED]

Board, Commission or Committee for which you are an applicant:

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

Ward in which you reside (if applicable): 3

How many years have you lived in McMinnville? 1 year

Educational and occupational background: I graduated from North-East Essex Technical College

I worked for the British Foreign Office, the United Nations and the International Finance Corporation in administrative roles.

I recently retired after 24 years as Director of Administration from a large Virginia based nonprofit. I currently work part-time for the City of Newberg as a Project Specialist.

Why are you interested in serving? As a new member of the community I am keenly interested in contributing to the wonderful place I live. There is no better way than by learning the budget of the city, which serves all the projects and services on which the city relies.

Date Nov 19, 2019

Signed [REDACTED]

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



STAFF REPORT

DATE: February 11, 2020
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: SDC Rates Resolution No. 2020-14

Report in Brief:

This action is the consideration of a resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2019-09.

Background & Discussion:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs). Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington. The index for January 2020 has been issued, and the index grew by 0.9% for calendar year 2019 (the index went from 12,008.39 in January 2019 to 12,122.45 in January 2020).

Per the attached summary, the sanitary sewer SDC will increase \$31 for a single family home; the parks and recreation SDC will increase \$23 per dwelling unit; and the transportation SDC rate will increase \$24 per PM peak hour trip. The effective date of rate changes shall be July 1, 2020, and the revised SDC rates shall apply to applicable building permits filed on or after that date.

Note that SDC fees were adjusted by 4.9% on July 1, 2019, per Resolution 2019-09.

Attachments:

1. Resolution 2020-14
2. Ordinance 4980
3. Resolution 2019-09
4. SDC Rate Changes Summary

Fiscal Impact:

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Recommendation:

Staff recommends that the City Council adopt the attached resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation.

RESOLUTION NO. 2020-14

A Resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2019-09.

RECITALS:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs).

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

The index for January 2020 has been issued, and the index grew by 0.9% for calendar year 2019 (the index went from 11,444.11 in January 2018 to 12,008.39 in January 2019).

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

1. Sanitary Sewer System Development Charge.

The Sanitary Sewer System Development Charge (SDC), as set by Resolution 2019-09 is revised to be \$3,346 per dwelling unit or equivalent dwelling unit (EDU).

2. Transportation System Development Charge.

The formula in Section 2 of Resolution 2019-09 is replaced by:

$$\frac{\$18,366,985 \text{ of capital improvement costs}}{7,230 \text{ net new PM peak hour trips}} = \$2,540 \text{ per net new PM peak hour trip (which is the SDC unit cost)}$$

3. Parks and Recreation System Development Charge.

The Parks and Recreation System Development Charge (SDC), as set by Resolution 2019-09, is revised to be \$2,469 per dwelling unit or dwelling unit equivalent (DUE).\

4. Effective Date.

The effective date of this Resolution shall be July 1, 2020, at which time Resolution No. 2019-09 shall be repealed. The revised SDC rates shall apply to applicable building permits filed on or after July 1, 2020.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

ORDINANCE NO.

An Ordinance modifying the McMinnville Municipal Code provisions regarding system development charges.

RECITALS:

Chapter 3.10 of the Municipal Code includes provisions for imposing sanitary sewer, storm sewer, and parks and recreation system development charges (SDCs), and establishing administrative review procedures.

Resolution 1995-14 includes provisions for imposing transportation system development charges (SDCs), and establishing administrative review procedures.

The City is currently updating the transportation system development charge methodology and rate, and has determined that modifying Chapter 3.10 to include provisions for imposing transportation system development charges (SDCs) would lead to increased efficiencies and transparency.

Having considered the language of the proposed ordinance (attached hereto) at their June 10, 2014 meeting, the Council finds it is in the best interests of the City of McMinnville to approve the updates to the Municipal Code regarding the system development charges.

Now, therefore, THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

1. That the current Chapter 3.10 of the McMinnville Municipal Code is repealed in its entirety and the attached language will be incorporated into the McMinnville Municipal Code at Chapter 3.10.

Passed by the Council this 10th day of June 2014 by the following votes:

Aves: Hill, Jeffries, Menke, Ruden, Yoder

Nays

Approved this 10th day of June 2014.

COUNCIL PRESIDENT

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY

Chapter 3.10

SYSTEMS DEVELOPMENT

Sections:

3.10.010	Definitions.
3.10.015	Purpose.
3.10.017	Scope.
3.10.020	Systems development charge established.
3.10.030	Methodology.
3.10.040	Compliance with state law.
3.10.050	Collection of charge.
3.10.060	Exemptions.
3.10.070	Credits.
3.10.080	Appeal procedures.
3.10.090	Prohibited connection.

3.10.010 Definitions. The following words and phrases, as used in Chapter 3.10 of this code, have the following definitions and meanings:

A. "Capital improvement(s)" means public facilities or assets used for any of the following:

1. Sanitary sewers, including collection, transmission, treatment and disposal;
2. Storm sewers, including drainage and flood control;
3. Parks and recreation, including but not limited to mini-neighborhood parks, neighborhood parks, community parks, public open space and trail systems, buildings, courts, fields and other like facilities.
4. Street and transit improvements, including but not limited to signalization, channelization, widening, drainage work, sidewalks and pedestrian facilities, bicycle facilities, lighting, right-of-way acquisition, street extensions, railroad crossing protective devices, and other like facilities.

B. "Development", as used in Sections 3.10.020 through 3.10.090, means conducting a building or mining operation, or making a physical change in the use or appearance of a structure or land, which increases the usage of any capital improvements or which will contribute to the need for additional or enlarged improvements.

C. "Public improvement charge" means a fee for costs associated with capital improvements to be constructed after the effective date of the ordinance codified in this chapter. This term shall have the same meaning as the term "improvement fee" as used in ORS 223.297 through 223.314.

D. "Qualified public improvement" means a capital improvement that is required as a condition of development approval, identified in the plan and list adopted pursuant to ORS 223.309 and either:

1. Not located on or contiguous to property that is the subject of development approval; or

2. Located in whole or in part on or contiguous to property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the systems development charge is related.

E. "Reimbursement fee" means a fee for costs associated with capital improvements constructed or under construction on the date the fee is adopted pursuant to Section 3.10.020.

F. "Systems development charge" means a reimbursement fee, a public improvement charge or a combination thereof assessed or collected at any of the times specified in Section 3.10.050. It shall not include connection or hookup fees for sanitary sewers or storm drains. Such fees are designed by the City only to reimburse the City for actual or average costs for such connections. Nor shall the SDC include costs for capital improvements which by City policy and state statute are paid for by assessments (or fees in lieu of assessments) for projects of special benefit to a property.

3.10.015 Purpose. The purpose of the systems development charge (SDC) is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

3.10.017 Scope. The systems development charge imposed by Chapter 3.10 is separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or fee otherwise provided by law or imposed as a condition of development. A systems development charge is to be considered in the nature of a charge for service rendered or facilities made available, or a charge for future services to be rendered on facilities to be made available in the future.

3.10.020 Systems development charge established. A. Unless otherwise exempted by the provisions of this chapter or other local or state law, a systems development charge is imposed upon all new development within the City for transportation, parks and all new development inside and outside the boundary of the City that connects to or otherwise uses the sanitary sewer system or storm drainage system of the City. The City Manager is authorized to make interpretations of this section, subject to appeal to the City Council.

B. Systems development charges for each type of capital improvement may be created through application of the methodologies described in Section 3.10.030 of this code. The amounts of each systems development charge shall be adopted initially by Council resolution. Changes in the amounts shall also be adopted by resolution, except changes resulting solely from inflationary cost impacts. Inflationary cost impacts shall be measured and calculated each January by the City Engineer and charged accordingly. Such calculations will be based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

3.10.030 Methodology. A. The methodology used to establish a reimbursement fee shall consider the cost of then-existing facilities, prior contributions by then-existing users, the value of unused capacity, rate-making principles employed to finance publicly owned capital improvements, and other relevant factors. The methodology shall

promote the objective that future systems' users shall contribute an equitable share of the cost of then existing facilities.

B. The methodology used to establish the public improvement charge shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related and shall provide for credit against the public improvement charge for the construction of any qualified public improvement.

C. The methodology may also provide for a credit as authorized in Section 3.10.070.

D. Except when authorized in the methodology adopted under Section 3.10.030(A), the fees which are assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed by a land use decision are separate from and in addition to the systems development charge and shall not be used as a credit against such charge.

E. The methodologies used to establish the systems development charge shall be adopted by resolution of Council. The specific systems development charge may be adopted and amended concurrent with the establishment or revision of the systems development charge methodology. The City Manager shall review the methodologies established under this section periodically and shall recommend amendments, if and as needed, to the Council for its action.

F. The formulas and calculations used to compute specific SDCs are based upon averages and typical conditions. Whenever the impact of the individual developments present special or unique situations such that the calculated fee is substantially disproportionate to the actual impact of the development, alternative fee calculations may be approved or required by the City Manager under prescribed administrative procedures. All data submitted to support alternate calculations under this provision shall be specific to the site and development under consideration. Major or unique developments may require special analyses to determine alternatives to the standard methodology.

3.10.040 Compliance with state law. A. The revenue received from the systems development charges shall be budgeted and expended as provided by state law. Such revenue and expenditures shall be accounted for as required by state law. Their reporting shall be included in the City's Comprehensive Annual Financial Report required by ORS Chapter 294.

B. The capital plan for capital improvements require by state law as the basis for expending the public improvement charge component of systems development charge revenues shall be the McMinnville Transportation System Plan; McMinnville Wastewater and Stormwater Master Plans and Capital Improvements Plan (CIP); adopted facilities plans; park master plans; the capital improvement plan of any other governmental entity with which the City has a cooperative agreement for the financing of commonly-used public improvements by the collection of system charges; provided such plans conform with state law and are consistent with the City's CIP and the City's comprehensive plan.

3.10.050 Collection of charge. A. The systems development charge is payable upon, and as a condition of, issuance of:

1. A building permit;
2. A development permit for development not requiring the issuance of a building permit;
3. A permit to connect to the water, sanitary sewer or storm drainage systems; or
4. A permit to construct a driveway or private street connection to a public street.

For those uses for which no permit is provided, including a change in occupancy that results in an increased system usage level, the final approval granted by the City approving the use or occupancy shall be deemed a building permit for the purpose of this chapter.

B. If development is commenced or connection is made to the street system, water system, sanitary sewer system or storm sewer system without an appropriate permit, the systems development charge is immediately payable upon the earliest date that a permit was required, and it will be unlawful for anyone to continue with the construction or use constituting a development until the charge has been paid or payment secured to the satisfaction of the City Manager.

C. Any and all persons causing, constructing, conducting, occupying or using the development or making application for the needed permit, or otherwise responsible for the development, are jointly and severally obligated to pay the charge, and the City Manager may collect the charge from any of them. The City Manager or his/her designee shall not issue any permit or allow connections described in subsection 3.10.050A until the charge has been paid in full or until an adequate secured arrangement for its payment has been made.

D. A systems development charge shall be paid in cash when due, or in lieu thereof, the City Manager may accept the delivery of a written agreement to pay if the written agreement is secured by collateral satisfactory to the City Manager or his/her designee. The collateral may consist of mortgage or trust deeds of real property, or an agreement secured by surety bond issued by a corporation licensed by state law to grant such undertakings, or by cash deposit, letter of credit, or other like security acceptable to the City Manager.

E. The person paying the systems development charge in installments may apply for deferral of the payments.

F. Industrial and commercial shell buildings which are erected for future tenants whose identities and use are not known at the time of construction are not required to pay the transportation systems development charge at the time a building permit is issued. In lieu of this payment, an industrial property owner or owners shall execute a note to the City in the amount of the systems development charge for general light industrial use. A commercial property owner or owners shall execute a note based upon the anticipated use as approved by the City Manager, or designee. Any such note shall become due and payable in one year, bear no interest and be recorded on the docket of City liens.

During the one year period, if the occupant of the structure is identified, the transportation systems development charge shall be calculated in accordance with the adopted methodology, and the then in effect rates, and shall immediately become due and payable. Upon payment in full, the interim note, as referenced above, shall be cancelled and returned to the property owner.

In the event that no occupant is identified during this one-year interim period and the structure continues vacant:

- 1) The note shall become due and payable in full; or
- 2) The property owner may request the City to accept a new note in the same amount for an additional one-year period subject to the same conditions set forth above. Only one extension will be granted.

3.10.060 Exemptions. The following are exempt from the systems development charge imposed in Section 3.10.020.

A. An alteration, addition, remodel, replacement or change in use that does not increase the use of capital improvements.

B. Housing for low-income or elderly persons which is exempt from real property taxes under state law.

3.10.070 Credits. A. As used in this section and in the definition of "qualified public improvements" in Section 3.10.010 the word "contiguous" means that part of a public improvement which abuts the development parcel.

B. When development occurs that must pay a systems development charge under Section 3.10.020 of this chapter, the systems development charge for the existing use shall be calculated and if it is less than the systems development charge for the proposed use, the difference between the systems development charge for the existing use and the systems development charge for the proposed use shall be the systems development charge required under Section 3.10.020. If the change in use results in the systems development charge for the proposed use being less than the systems development charge for the existing use, no systems development charge shall be required; however, no refund or credit shall be given.

C. The limitations on the use of credits contained in this subsection shall not apply when credits are otherwise given under Section 3.10.070. A credit shall be given for the cost of a qualified public improvement associated with a development. The credit provided for by this subsection shall be only for the public improvement charge charged for the type of improvement being constructed and shall not exceed the public improvement charge even if the cost of the capital improvement exceeds the applicable public improvement charge.

D. Applying the methodology adopted by resolution, the City Manager may grant a credit against the public improvement charge, the reimbursement fee, or both, for a capital improvement constructed as part of the development that reduces the development's demand upon existing capital improvements or the need for future capital improvements or that would otherwise have to be constructed at City expense under then-existing Council policies.

E. In situations where the amount of credit exceeds the amount of the systems development charge, the excess credit is not transferable to another development. It may be transferred to another phase of the original development.

F. Credit shall not be transferable from one type of capital improvements to another.

3.10.080 Appeal procedure. A. As used in this section, "working day" means a day when the general offices of the City are open to transact business with the public.

B. A person aggrieved by a decision required or permitted to be made by the City Manager or his/her designee under Sections 3.10.010 through 3.10.070 or a person challenging the propriety of an expenditure of systems development charge revenues may appeal the decision or the expenditure by filing a written request with the City Recorder for consideration by the City Council. Such appeal shall describe with particularity the decision or the expenditure from which the person appeals and shall comply with subsection D of this section.

C. An appeal of an expenditure must be filed within two years of the date of the alleged improper expenditure. Appeals of any other decision must be filed within ten working days of the date of the decision.

D. The appeal shall state:

1. The name and address of the appellant;
2. The nature of the determination or expenditure being appealed;
3. The reason the determination or expenditure is incorrect; and
4. What the correct determination or expenditure should be.

An appellant who fails to file such a statement within the time permitted waives his/her objections, and his/her appeal shall be dismissed.

E. Unless the appellant and the City agree to a longer period, an appeal shall be heard within thirty days of the receipt of the written appeal. At least ten working days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

F. The City Council shall hear and determine the appeal on the basis of the appellant's written statement and any additional evidence he/she deems appropriate. At the hearing the appellant may present written or oral testimony and arguments personally, by counsel, or by other representative. The City may present written or oral testimony and arguments at this same hearing. The rules of evidence as used by courts of law do not apply.

G. The appellant shall carry the burden of proving that the determination or expenditure being appealed is incorrect and what the correct determination or expenditure should be.

H. The City Council shall render its decision within fifteen days after the hearing date and the decision of the Council shall be final. The decision shall be in writing but

written findings shall not be made or required unless the Council in its discretion, elects to make findings for precedential purposes. Any legal action contesting the Council's decision on the appeal shall be filed within sixty days of the Council's decision.

I. An appeal of the methodology used for calculating an SDC must be filed within sixty days following the adoption or modification of the resolution referred to in Section 3.10.030(E).

3.10.090 Prohibited connection. After the effective date of this chapter, no person may connect any premises for service, or cause the premises to be connected, to any sanitary sewer or storm sewer system of the city unless the appropriate systems development charge has been paid or payment has been secured as provided in this chapter.

RESOLUTION NO. 2019-09

A Resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2018-08.

RECITALS:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs).

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

The index for January 2019 has been issued, and the index grew by 4.9% for calendar year 2018 (the index went from 11,444.11 in January 2018 to 12,008.39 in January 2019).

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

1. Sanitary Sewer System Development Charge.

The Sanitary Sewer System Development Charge (SDC), as set by Resolution 2018-08 is revised to be \$3,315 per dwelling unit or dwelling unit equivalent (DUE).

2. Transportation System Development Charge.

The formula in Section 2 of Resolution 2018-08 is replaced by:

$$\frac{\$18,194,170 \text{ of capital improvement costs}}{7,230 \text{ net new PM peak hour trips}} = \$2,516 \text{ per net new PM peak hour trip (which is the SDC unit cost)}$$

3. Parks and Recreation System Development Charge.

The Parks and Recreation System Development Charge (SDC), as set by Resolution 2018-08, is revised to be \$2,446 per dwelling unit or dwelling unit equivalent (DUE).

4. Effective Date.

The effective date of this Resolution shall be July 1, 2019, at which time Resolution No. 2018-08 shall be repealed. The revised SDC rates shall apply to applicable building permits filed on or after July 1, 2019.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of January 2019 by the following votes:

Ayes: Drabkin, Garvin, Geary, Peralta, Menke, Stassens

Nays: _____

Approved this 22nd day of January 2019.



MAYOR

Approved as to form:



CITY ATTORNEY



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

STAFF REPORT

DATE: February 25, 2020
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2020 – 15, “Appointing Members to the McMinnville Urban Area Management Commission”

STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

OBJECTIVE/S: Strategically plan for short and long-term growth and development that will create enduring value for the community



ENGAGEMENT & INCLUSION

Create a culture of acceptance & mutual respect that acknowledges differences & strives for equity.

OBJECTIVE/S: Grow City's employees and Boards and Commissions to reflect our community

Report in Brief:

This is the consideration of Resolution No. 2020-15 (please see attached resolution) appointing members to the McMinnville Urban Area Management Commission.

Background:

MUAMC is a commission comprised of both City of McMinnville representatives and Yamhill County representatives to serve as a hearings body for amendments to the McMinnville Urban Growth Boundary per the statement below:

Background: In accordance with the McMinnville Urban Growth Boundary Management Agreement (City of McMinnville Ordinance No. 4146 and Yamhill County Ordinance No. 270), the McMinnville Urban Area Management Commission (MUAMC) shall serve as a hearings body for amendments to the McMinnville Urban Growth Boundary. The agreement states that the Commission is to function according to bylaws adopted by the McMinnville City Council and the Yamhill County Board of Commissioners. The bylaws of the MUAMC follow.

MUAMC By-Laws

MUAMC was first enabled in 1981 as part of Ordinance no. 4146, an Ordinance establishing an agreement between the City of McMinnville and Yamhill County which set forth the policies and procedures for managing certain lands within the McMinnville Urban Growth Boundary. (Please see attached Ordinance No. 4146.) MUAMC is governed by its own set of by-laws (Please see attached MUAMC By-Laws).

URBAN GROWTH BOUNDARY AMENDMENT PROCEDURE

A. Amendment of the Urban Growth Boundary may be initiated by the Yamhill County Board of Commissioners, the McMinnville City Council, or by an individual owner(s) of property who request(s) inclusion in or exclusion from the Urban Growth Boundary. The proposal shall be treated as a Plan Map amendment to both City and County Comprehensive Plans, thus requiring concurrence of both governing bodies.

(1) The City of McMinnville and Yamhill County do hereby establish the McMinnville Urban Area Management Commission (MUAMC) as a hearings officer for amendments to the McMinnville Urban Growth Boundary in accordance with ORS 215.406. The MUAMC shall be composed of the following members:

Ordinance No. 4146, page 7 of 9

(2) The MUAMC shall function in accordance with by-laws to be adopted by the McMinnville City Council and Yamhill County Board of Commissioners. It shall be the responsibility of the McMinnville Urban Area Management Commission to hold hearings, make findings and present its maps to City and County governing bodies as outlined in this Agreement and the by-laws.

Ordinance No. 4146, page 8 of 9

The MUAMC consists of:

- 1) Commissioner of Yamhill County
- 2) Mayor or Council member of the City of McMinnville
- 3) Two Yamhill County Planning Commissioners
- 4) Two McMinnville Planning Commissioners
- 5) Member-at-large chosen by the above MUAMC members and ratified by the City Council and County Board.

The positions for McMinnville are designated by the McMinnville City Council. All designees shall serve the length of their term for their representative body except for the member-at-large who shall serve for a term of four years.

B. MEMBERSHIP

- (1) The terms of the MUAMC members shall correspond with the terms of their offices or their appointments as Planning Commission or Advisory Committee members, except that the MUAMC member-at-large shall serve a four-year term.

MUAMC By-Laws

C. DUTIES AND RESPONSIBILITIES

- (1) The MUAMC shall undertake those tasks enumerated in the McMinnville Urban Growth Boundary Management Agreement. In reviewing proposed amendments to the Urban Growth Boundary, the MUAMC shall base their decisions on the Urban Growth Boundary Amendment Policies contained in the McMinnville Urban Growth Boundary Management Agreement.
- (2) The decision of the MUAMC shall be put in writing by the City planning staff, signed by the MUAMC chairperson, and forwarded to the City Council and Board of County Commissioners as part of the staff report.

MUAMC By-Laws

Discussion:

The last time that the MUAMC met was in 2015 to consider:

♦ **Docket UGB 1-15/CPA 1-15 Continuation of April 23, 2015 Meeting Deliberation**

Request: Approval to amend the McMinnville urban growth boundary (UGB) to add approximately 22 acres of land to accommodate a proposed youth recreational and educational facility. In addition the applicant requests the subject site's comprehensive plan designation of Agriculture/Forestry Large Holding be amended to Commercial.

Location: West of NW Hill Road, north of NW Fox Ridge Road and immediately south and east of the West Wind Country Estates residential subdivision, and is more specifically described as Tax Lots 1001 and a portion of Tax Lot 1000, Section 18, T. 4 S., R. 4 W., W.M.

Applicant: Winterbrook Planning and See Ya Later Foundation

This application was eventually withdrawn. However, the City of McMinnville has been notified that another property owner is interested in initiating a private urban growth boundary application

in 2020. As such, planning staff reached out to Yamhill County to ask for their appointees to MUAMC and has solicited interest from both the McMinnville Planning Commission and the McMinnville City Council.

The appointees from McMinnville need to be authorized by the McMinnville City Council at which time staff will convene the commission so that they can review applications for and nominate a member-at-large to the McMinnville City Council and Yamhill County Board of Commissioners. After the full commission is authorized, the MUAMC will convene a public hearing to consider the urban growth boundary amendment application per the outline below.

- (4) Applications shall be accumulated and referred twice yearly to the McMinnville Urban Area Management Commission for a Public Hearing for which at least ten days advance public notice shall be given by publication in a newspaper of general circulation in the County.
- (5) Following the public hearing, the MUAMC shall make and forward its findings and decision directly to the governing body of each jurisdiction. Each governing body may then make a determination based upon the facts and record presented at the MUAMC hearing without holding an additional public hearing thereon. However, nothing in this process prohibits the City or County from referring the application to its respective Planning Commissions for information. A final decision shall be rendered by the governing bodies within sixty (60) days of receipt of MUAMC's deliberations and decision.
- (6) If the governing bodies do not concur in their final decision, a joint meeting shall be scheduled to resolve differences. If agreement cannot be reached by joint meeting(s), one governing body shall appeal the other governing body's decision to the Land Use Board of Appeals, or the appropriate appellate body.

Ordinance No. 4146, page 8 of 9

PROPOSED MUAMC MEMBERS - 2020

Yamhill County Commissioner	Rick Olson
Yamhill County Planning Commissioner	Matt Dunkel
Yamhill County Planning Commissioner (McMinnville Planning Advisory Committee)	Dan Armstrong
McMinnville City Council	Mayor Scott Hill
McMinnville Planning Commissioner	Robert Banagay
McMinnville Planning Commissioner (Citizen Advisory Committee)	Gary Langenwalter

Fiscal Impact:

There is no anticipated fiscal impact to the City of McMinnville with this decision.

Attachments:

- Resolution No. 2020 – 15
- Ordinance No. 4146
- MUAMC By-Laws

Recommendation/Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 2020 – 15 APPOINTING PEOPLE TO THE MCMINNVILLE URBAN AREA MANAGEMENT COMMISSION.”

RESOLUTION NO. 2020-15

A Resolution appointing members to the McMinnville Urban Area Management Commission.

RECITALS:

In 1981, the McMinnville City Council adopted Ordinance No. 4146, which created a McMinnville Urban Area Management Commission (MUAMC); and

The charge for MUAMC is to serve as the hearings body for the consideration of amendments to the McMinnville Urban Growth Boundary; and

MUAMC is comprised of representatives from the City of McMinnville and Yamhill County; and

The City of McMinnville representatives are appointed by the McMinnville City Council and the Yamhill County representatives are appointed by the Yamhill County Board of Commissioners; and

Each representative appointed shall serve for the length of their term of the commission, council or board that they are representing, except for the at-large member who is appointed for a four year term.

The City Council is responsible for making appointments and re-appointments.

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

1. The City Council appoints the following volunteers to the McMinnville Urban Area Management Commission.

McMinnville City Council

Mayor Scott Hill
(Term expires: 12/31/20)

McMinnville Planning Commissioner

Robert Banagay
(Term expires 12/31/23)

McMinnville Planning Commissioner
(Citizen Advisory Committee)

Gary Langenwalter
(Term expires 12/31/22)

2. This Resolution and these appointments will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February, 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

ORDINANCE NO. 446

McMINNVILLE URBAN GROWTH BOUNDARY MANAGEMENT AGREEMENT

An Ordinance adopting an agreement between the City of McMinnville and Yamhill County which sets forth the policies and procedures for managing certain lands within the McMinnville Urban Growth Boundary.

RECITALS:

The City of McMinnville and Yamhill County, in accordance with the requirements of the statewide planning statutes found in ORS Chapter 197, have created an agreement establishing the rights and responsibilities of each jurisdiction in the management of certain lands lying within the McMinnville Urban Growth Boundary. The agreement includes policy directives that shall be applied by the City and County to land use decisions under each jurisdiction's respective purview, and includes procedural guidelines that will insure that the decision making processes of the City and the County are coordinated.

It is the desire of the City Council that this urban growth boundary management agreement be adopted; now, therefore,

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the McMinnville Urban Growth Boundary Management Agreement, which is attached hereto and by this reference incorporated herein, is adopted.

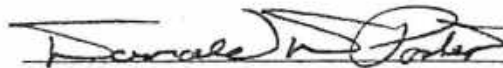
Section 2. That this Ordinance shall be subject to the terms and conditions of Ordinance No. 3823, entitled "Initiative and Referendum," for a period of thirty days.

Passed by the Council this 2 day of June, 1981, by the following votes:

Ayes: Gormley, Gale, Macy, Allen, Wilson and Springer

Nays: _____

Approved this 2 day of June, 1981.



MAYOR

Attest:


RECORDER

McMINNVILLE URBAN GROWTH BOUNDARY MANAGEMENT AGREEMENT

SECTION I -- POLICIES

INTRODUCTION

The purpose of this Agreement shall be to direct development within the McMinnville Urban Growth Boundary at urban level densities in a phased and orderly manner, and with the provision of an adequate level of urban services, and to provide a mechanism for Urban Growth Boundary amendments.

GENERAL POLICIES

Lands within the McMinnville Urban Growth Boundary but outside the City limits shall be designated as FUL (Future Urbanizable Lands) on the County Comprehensive Plan Map. Until such time as FUL-designated lands are annexed into the City, the existing County zones shall apply. Development of urban uses on lands designated as FUL shall be preceded by annexation of the land to the City of McMinnville. The plan designation placed on the affected lands by the City of McMinnville, as it exists at the time of the proposed annexation or as it is amended prior to annexation, shall be used as the standard for determining the appropriateness of the proposed urban use.

Agricultural uses shall be retained on FUL-designated lands until annexation, and County zone changes to densities greater than 20-acre minimum lot sizes shall be prohibited.

"Urban level densities" shall be considered as (1) residential developments at City densities from single-family (R-1) residential to multi-family (R-4) residential; and (2) commercial, industrial and public uses that adhere to the goals and development requirements of the McMinnville Comprehensive Plan. Development proposals shall comply with applicable City Comprehensive Plan and land development requirements, including subdivision and zoning standards.

SPECIFIC POLICIES

The City and County agree to the application of the following policies and procedures regarding lands between the City limits and the Urban Growth Boundary:

- A. All annexations shall follow the procedures set out in the City of McMinnville Annexation Ordinance No. 4130.
- B. Developments at urban densities shall not occur within the FUL area until such time as the land is annexed by the City.
- C. "Phased and orderly development" shall be considered the extension of urban services and densities into areas in which the following conditions have been met:

- (1) Sufficient public facilities and services, including but not limited to sewer, water, police and fire services are available within three (3) years. An assessment of the need for community facilities and schools as a result of the proposed development shall be made. All of the above shall be included in a formation of conclusionary judgments either for or against the proposed land use action.
 - (2) Documentation shall be made on the availability and suitability of other sites in the city limits and of other lands within the UGB, but outside the city limits, for the proposed use. Documentation shall also be made on the cost effectiveness of extending services to the proposed site in comparison to alternative sites and shall include analysis of the developer's share of the cost. These findings shall be made to allow for the formation of conclusionary judgments either for or against the proposed land use action.
 - (3) Assurances that the resulting development shall be compatible with future urbanization of surrounding land areas, including necessary future utility easement agreements and waivers of remonstrance against annexation and assessments for public roadway and utility improvements as conditions of approval.
 - (4) Assurances that no extension of urban land uses or city water and sewer services beyond the designated Urban Growth Boundary shall occur, with the exception of individual water hookups by established policy of the McMinnville Water and Light Commission.
- D. The City shall annex any islands of non-incorporated territory within a year of the annexation which created the island.
- E. The designated residential area west of Hill Road (beyond the limits of the first water service level and the service boundary of the trunk sewer line that is being extended to the corner of Hill Road and West Second Street) shall not be allowed to develop at an urban density until all other designated residential areas within the Urban Growth Boundary are substantially developed. "Substantially developed" shall mean that 75 percent of the future residentially-designated land area outside the city limits, but within the UGB (excluding the designated West Hills area and the Three Mile Lane residential area) at the time of LCDC acknowledgement of the Urban Growth Boundary, is developed or under development.
- F. The designated PUD Area along Three Mile Lane shall be designated for the uses shown on the McMinnville Comprehensive Plan Map. County land adjacent to Three Mile Lane shall remain in a resource zone. In addition the Area shall be developed in accordance with the following principles:
- (1) The minimization of entrances onto Three Mile Lane;
 - (2) The development of on-site circulation systems;
 - (3) The provision of deep setbacks, landscaping, buffer strips, sign controls, and the setting of an adequate setback line from the existing right-of-way line; and
 - (4) The provision of acceleration and deceleration lanes and left-turn

refuges when and where necessary and practicable in accordance with the State Highway Division's improvement project for Highway 18.

- G. Before Yamhill County shall create any special district for the provision of utilities, transportation, or other public facilities or services, the matter shall be referred to the City for a recommendation. The County shall not act contrary to such recommendation without a unanimous decision of the Board.
- H. (1) The City and County shall evaluate street and road development within the Urban Growth Boundary consistent with the City Comprehensive Plan according to the following criteria:
- (a) The circumstances under which the City will assume ownership or maintenance responsibility for County roads within the corporate limits;
 - (b) The conditions under which new public streets and roads will be developed within the Urban Growth Boundary;
 - (c) The conditions under which existing roads designated as future arterials in the City Comprehensive Plan will be improved; and
 - (d) The conditions under which County and other roads should meet City standards within the Urban Growth Boundary. Roads should be compatible with City street alignments and extensions. Upon annexation of property, roads adjacent to (and which serve) such property shall also be annexed.
 - (e) The City shall request surrender of jurisdiction by the County of all County roads pursuant to criteria H(1)(a) through H(1)(d).
- (2) The County and City shall cooperatively develop an implementation policy to include, but not be limited to, items listed in H(1).

AIRPORT MANAGEMENT POLICY

The City shall coordinate the McMinnville Airport Master Plan Update with the County, including joint review and adoption by both jurisdictions for areas within the FUL and the designated Area of Influence.

URBAN GROWTH BOUNDARY AMENDMENT POLICIES

- A. Lands outside the Urban Growth Boundary shall be considered "rural" and shall be controlled by the County plan designations and zoning districts. Upon inclusion into the Urban Growth Boundary, rural lands shall be considered "urbanizable" but shall not be developed at urban level densities until annexation occurs.
- B. Amendments to the Urban Growth Boundary shall be based upon consideration of:
- (1) Goals and policies in the McMinnville Comprehensive Plan;
 - (2) Goals and policies in the Yamhill County Comprehensive Plan; and

(3) LCDC criteria as follows:

- (a) Demonstrated need to accommodate long-range urban population growth requirements consistent with LCDC goals;
- (b) Need for housing, employment opportunities, and livability;
- (c) Orderly and economic provision for public facilities and services;
- (d) Maximum efficiency of land uses within and on the fringe of the existing urban area;
- (e) The long-term environmental, energy, economic and social consequences to the locality, the region and the state as the result of allowing urbanization and not preserving and maintaining the land for agricultural or forest uses, whichever is applicable;
- (f) Retention of agricultural land as defined, with Class I being the highest priority for retention and Class IV being the lowest priority;
- (g) Compatibility of the proposed urban uses with other adjacent uses; and
- (h) Demonstration that there are no alternative locations within the area which could better be used for the proposed use(s).

McMINNVILLE WATERSHED AREA OF INFLUENCE POLICY

- A. The County shall provide notification to the City of all land use actions that affect the water quality of the City within the Watershed Area of Influence.

SECTION II -- POLICIES

DEFINITIONS

- A. Area of Influence - An area of land designated by the City and County that extends outside the Urban Growth Boundary wherein the County shall give the City an opportunity to participate in land use actions to be taken by the County. McMinnville's Area of Influence is shown on Map #_____.
- B. Urban Growth Boundary - A line jointly adopted by the City and the County that encircles the City and separates rural from urbanizable and urban land. McMinnville's Urban Growth Boundary is shown on Map #_____.
- C. Watershed Area of Influence - An area of land designated by the City and

that encompasses lands outside the Urban Growth Boundary wherein the County shall give the City an opportunity to participate in land use actions to be taken by the County. McMinnville's Watershed Area of Influence is shown on Map #_____.

- D. Concurrence and Recommendation - Actions undertaken by the City or County concerning certain items of mutual interest included in this Agreement.
- (1) Where concurrence is required, the City and County shall agree upon a decision. If agreement cannot be reached, the procedures set out under Item #6 of the Urban Growth Boundary Amendment Procedures of this Agreement shall be in effect.
 - (2) Where recommendation is required, the City and County need not agree upon a decision. The right to object to any item referred to a jurisdiction for recommendation shall be waived after the stated referral deadline unless special arrangements are made with the other jurisdiction. Each jurisdiction shall have standing to appeal the decision of the other governing body.

TERMS OF THIS AGREEMENT AND AMENDMENT PROCEDURE

- A. The term of this agreement shall run from June 2, 1981 to June 2, 1982 and may be extended thereafter by increments of one year. During the term of the Agreement or extension, the Agreement may be changed by mutual consent of the City and County. This Agreement shall be automatically renewed at the end of such term or extension unless either the City or the County requests revision of the Agreement by so notifying the other party at least ninety days before the end of the current term or extension.

RECOMMENDATION PROCEDURES

- A. Annexation shall occur in accordance with the City Comprehensive Plan and by the procedures set forth in the McMinnville Annexation Ordinance No. 4130. Prior to final action, the City shall forward the proposal to the County Board of Commissioners for review and recommendation.
- B. Prior to final action, land use actions within the McMinnville Area of Influence shall be forwarded by the County to the City for review and recommendation. Land use actions shall include, but not be limited to, the following:
- (1) Plan Map Amendments;
 - (2) Conditional Use Permits;
 - (3) Planned Unit Developments;
 - (4) Subdivisions and Partitions;
 - (5) Public Improvement Projects;

- (6) Health Hazards;
 - (7) Special Exceptions;
 - (8) Zone Changes;
 - (9) Capital Improvement Program; and
 - (10) Major Transportation Improvements.
- C. Prior to final action, land use actions within the McMinnville Watershed Area of Influence shall be forwarded by the County to the City for review and recommendation.
 - D. The City shall continue to forward proposed land use actions within the city limits to the County for review and recommendation prior to final action.
 - E. Plan text amendments to the McMinnville Comprehensive Plan shall be forwarded to the County for review and recommendation. Plan text amendments to the Yamhill County Comprehensive Plan that affect land use actions within the Urban Growth Boundary and Area of Influence shall be forwarded to the City for review and recommendation.

CONCURRENCE PROCEDURE

- A. Plan Map amendments to land outside the city limits and within the Urban Growth Boundary may be initiated by the City or the County. Such amendments shall require concurrence by the City and the County prior to adoption of said Plan Map changes. In those cases where a plan amendment is proposed simultaneously with an annexation, concurrence shall not be required. Instead, the plan amendment and annexation request shall be referred to the County for recommendation prior to final action by the City.

URBAN GROWTH BOUNDARY AMENDMENT PROCEDURE

- A. Amendment of the Urban Growth Boundary may be initiated by the Yamhill County Board of Commissioners, the McMinnville City Council, or by an individual owner(s) of property who request(s) inclusion in or exclusion from the Urban Growth Boundary. The proposal shall be treated as a Plan Map amendment to both City and County Comprehensive Plans, thus requiring concurrence of both governing bodies.
- (1) The City of McMinnville and Yamhill County do hereby establish the McMinnville Urban Area Management Commission (MUAMC) as a hearings officer for amendments to the McMinnville Urban Growth Boundary in accordance with ORS 215.406. The MUAMC shall be composed of the following members:
 - (a) Commissioner of the Yamhill County Board of Commissioners designated by the Board;

- (b) Mayor or Council person of the City of McMinnville designated by the City Council;
 - (c) Member of the McMinnville Planning Commission designated by the City Council;
 - (d) Member of the Yamhill County Planning Commission designated by the Board of Commissioners;
 - (e) Member of the McMinnville Planning Advisory Committee designated by the Board of County Commissioners;
 - (f) Member of the McMinnville Citizens' Advisory Committee designated by the City Council; and
 - (g) Member-at-large chosen by the above MUAMC members and ratified by the City Council and the County Board.
- (2) The MUAMC shall function in accordance with by-laws to be adopted by the McMinnville City Council and Yamhill County Board of Commissioners. It shall be the responsibility of the McMinnville Urban Area Management Commission to hold hearings, make findings and present its maps to City and County governing bodies as outlined in this Agreement and the by-laws.
 - (3) Applications and maps shall be filed with the McMinnville Planning Department which shall collect the joint fee and forward the Yamhill County fee along with notice to the Yamhill County Department of Planning and Development. Applications must be complete prior to processing for hearing by the McMinnville Urban Area Management Commission. The joint fee for individual amendments shall be the sum of fees established from time to time by each governing body.
 - (4) Applications shall be accumulated and referred twice yearly to the McMinnville Urban Area Management Commission for a Public Hearing for which at least ten days advance public notice shall be given by publication in a newspaper of general circulation in the County.
 - (5) Following the public hearing, the MUAMC shall make and forward its findings and decision directly to the governing body of each jurisdiction. Each governing body may then make a determination based upon the facts and record presented at the MUAMC hearing without holding an additional public hearing thereon. However, nothing in this process prohibits the City or County from referring the application to its respective Planning Commissions for information. A final decision shall be rendered by the governing bodies within sixty (60) days of receipt of MUAMC's deliberations and decision.
 - (6) If the governing bodies do not concur in their final decision, a joint meeting shall be scheduled to resolve differences. If agreement cannot be reached by joint meeting(s), one governing body shall appeal the other governing body's decision to the Land Use Board of Appeals, or the appropriate appellate body.

APPROVALS

Approved by the Yamhill County Board of Commissioners on this 3rd day
of June, 1981.

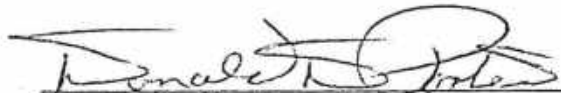
Ordinance # 270.



Colin Armstrong, Chairman
Yamhill County Board of Commissioners

Approved by the City of McMinnville City Council on this 2nd day of
June, 1981.

Ordinance # 4146.



Donald D. Porter, Mayor
City of McMinnville

BYLAWS

McMinnville Urban Area Management Commission

Background: In accordance with the McMinnville Urban Growth Boundary Management Agreement (City of McMinnville Ordinance No. 4146 and Yamhill County Ordinance No. 270), the McMinnville Urban Area Management Commission (MUAMC) shall serve as a hearings body for amendments to the McMinnville Urban Growth Boundary. The agreement states that the Commission is to function according to bylaws adopted by the McMinnville City Council and the Yamhill County Board of Commissioners. The bylaws of the MUAMC follow.

A. ORGANIZATION

- (1) The MUAMC shall elect a chairperson and vice-chairperson and fill other such offices as it may deem necessary at its first meeting of each calendar year.
- (2) The chairperson of the MUAMC shall be the presiding officer at all commission meetings and shall sign all documents on behalf of the commission.
- (3) The vice-chairperson of the MUAMC shall be the presiding officer in the absence of the chairperson.

B. MEMBERSHIP

- (1) The terms of the MUAMC members shall correspond with the terms of their offices or their appointments as Planning Commission or Advisory Committee members, except that the MUAMC member-at-large shall serve a four-year term.

C. DUTIES AND RESPONSIBILITIES

- (1) The MUAMC shall undertake those tasks enumerated in the McMinnville Urban Growth Boundary Management Agreement. In reviewing proposed amendments to the Urban Growth Boundary, the MUAMC shall base their decisions on the Urban Growth Boundary Amendment Policies contained in the McMinnville Urban Growth Boundary Management Agreement.
- (2) The decision of the MUAMC shall be put in writing by the City planning staff, signed by the MUAMC chairperson, and forwarded to the City Council and Board of County Commissioners as part of the staff report.

D. MEETINGS

- (1) All MUAMC meetings shall be open to the public.

- (2) The MUAMC shall hold one regularly scheduled meeting per year, the date of which shall be established at the first meeting of the MUAMC. Additional meetings shall be held as the MUAMC (and/or City Council and Board of Commissioners) deem necessary.
- (3) The MUAMC shall hold public hearings on requests for amendments to the McMinnville Urban Growth Boundary. The hearings shall be conducted in accordance with the procedures set forth for Planning Commission and City Council hearings in City of McMinnville Ordinance 3682.
- (4) Written notice for MUAMC public hearings shall be mailed to all owners of property within 300 feet of the exterior boundary of the property for which inclusion within the Urban Growth Boundary has been requested. Notice shall be mailed not less than seven nor more than 15 days prior to the date of the hearing.
- (5) A quorum shall consist of a simple majority of the members of the MUAMC. In the absence of both the chairperson and vice-chairperson at any meeting, a quorum being present, the office of both or either of them shall be filled pro tem from the members present and the business shall be transacted as if the regular officers were present. No meeting shall be conducted in the absence of a quorum.
- (6) The presiding officer of the MUAMC may limit the time during which persons appearing before the MUAMC may speak, provided that the minimum limit shall not be less than three (3) minutes per person and that said officers shall announce the time limit prior to opening the meeting and shall identify the particular items on the agenda to which the time limit applies.
- (7) The order of business shall be set by the City planning staff.



CITY OF MCMINNVILLE
FINANCE DEPARTMENT
230 NE SECOND STREET
MCMINNVILLE, OR 97128
503-434-7301

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 11, 2020
TO: Mayor and City Councilors
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Resolution No. 2020-16: Adopt Corrective Plan of Action from FY2018-19 Audit.



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize and deliver municipal services with discipline and focus

Background:

On January 31, 2020, the City's financial statements were filed with the Secretary of State. In addition, the finance team submitted the City's Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) in the expectation of maintaining the streak for the Excellence in Financial Reporting award.

I'm also pleased to report that Merina and Co will issue an unmodified opinion (AKA a clean opinion) but – unfortunately, there's some bad news as well. A material weakness comment was received this audit cycle. I am beyond disappointed about this finding and so sorry to have to share this information with you.

When a municipality receives a material weakness finding, it is required under ORS 297.466 to file a Plan of Action with the Secretary of State within 30 days of receiving the opinion. This resolution and Plan of Action, based on a template letter format provided by the Secretary of State, is before you for approval, meeting the deadline for addressing the concerns raised.

On March 10, 2020, the audit committee meeting is scheduled, as is a report back from the auditor to the Council as a whole. Unfortunately, the auditor was not available to join us for this February 25, 2020 meeting but she will be available to answer any additional questions about the audit process or the Plan of Action two weeks from now.

Recommendation:

Staff recommends that City Council adopt Resolution No. 2020-16, Adopting Corrective Plan of Action.

RESOLUTION NO. 2020-16

A Resolution Adopting Corrective Plan of Action for FY 2018-2019 Audit Findings.

RECITALS:

The City of McMinnville received one material weakness audit deficiency finding for its annual audit.

ORS 297.466 requires that a Plan of Action be adopted by the governing body within 30 days of receipt of the audit.

The Plan of Action shall describe the deficiency and actions taken to address the deficiency.

The Secretary of State provides a template for the Plan of Action; this model was utilized by the City and is found in letter format addressed to the Secretary of State on City of McMinnville letterhead.

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

1. The Plan of Action is hereby approved.
2. The Mayor is authorized to sign the Plan of Action letter.
3. The Finance Director is directed to submit the Plan of Action to the Secretary of State.
4. This resolution is effective immediately upon its enactment by the Common Council.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February, 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



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

February 25, 2020

Oregon Secretary of State,
Audits Division
255 Capitol St. NE, Suite #500
Salem, OR 97310

Plan of Action for City of McMinnville

The City of McMinnville respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2019. The audit was completed by the independent auditing firm Merina and Co and reported the deficiency listed below. The plan of action was adopted by the governing body at their meeting on February 25, 2020, as indicated by signatures below.

The deficiency is listed below, including the adopted plan of action and timeframe for each.

Deficiency: Material Weakness

Condition: Internal controls related to proper review of year-end worksheets were not being followed. Internal controls help prevent or detect and correct misstatements in a timely manner.

Criteria: Internal controls related to proper review of year-end worksheets should be implemented to ensure amounts agree to the accounting records and financial statements.

Effect: Year-end worksheets were not properly updated and reviewed causing financial reporting for the affected areas to require adjustments that were material. This resulted in a material weakness to be reported.

Cause: Due to turn-over in management, internal controls over review of year-end worksheets were not being followed.

Plan of Action

1. Review internal control process and document oversight and year-end manual worksheet production and review processes required for the production of the financial statements
2. Review budget basis utilized within the accounting system with aim of reducing number of year-end manual processes currently required outside of the system in the production of the financial statements
3. Review the functionality and use of the capital asset module within the accounting system

4. Review approach to production of the financial statements, updating internal controls as appropriate

Timeframe for (or date of) implementation

The work described in (1), (2) and (3) above will be completed by the end of April 2020.

Depending on the choice made with any changes made to the approach utilized in producing the financial statements in item (4), its implementation will be completed within the next financial statement production cycle (May – Nov 2020) or could be phased in over the next two financial statement production cycles.

Sincerely,

Mayor Scott Hill



Plan of Action

When a municipality's financial audit results in deficiencies (findings) communicated by the auditor, the municipality must adopt a plan of action to address those deficiencies. A copy of that plan must be filed with the Secretary of State (ORS 297.466(2)).

The plan must:

1. Address all financial audit deficiencies communicated by the auditor.
2. Include the estimated period of time necessary to complete the planned actions.
3. Be adopted by the governing body.
4. Be filed with our office within 30 days of filing the audit report.



Plans filed with the Secretary of State that have not been signed by an elected or appointed member of the governing body will not be accepted as fulfillment of this requirement.

An adopted plan is required for all financial statement audit deficiencies. At a minimum, the plan must include actions addressing all deficiencies classified by the auditor as either a material weakness or a significant deficiency. Single Audit findings related to federal compliance, and not part of the financial statement audit results, are not required to be included in the Plan of Action filed with the Oregon Secretary of State.

Documenting the plan and its adoption to comply with the requirements may still be confusing. Refer to the following table for acceptable documentation.



Acceptable

- » Governing body adopts the plan through motion or resolution and signs a copy of the plan
- » Official copy of approved meeting minutes where the plan was adopted with clear indication of adoption



Not Acceptable

- » Management's response to auditor findings
- » Acceptance of the audit report by the governing body
- » A plan signed by management or superintendent who is not an elected or appointed member of the governing body

Frequently Asked Questions

How do I know whether I have deficiencies or findings that apply to this requirement?

Auditors may report deficiencies as follows:

1. In the auditor's report on compliance with state regulations
2. In the auditor's report on internal controls over financial reporting in accordance with Government Auditing Standards
3. In the financial findings section of the schedule of findings and questioned costs issues as part of a single audit, or
4. They may make reference to deficiencies and other matters that are communicated in a separate management letter.

If you are unsure, ask your auditor if there are any deficiencies subject to this requirement.

What format should the plan take and how can I ensure it will be accepted by the Secretary of State?

A template is available on our website; [select Plan of Action Information](#). Tailor the template to your specific entity and deficiencies reported. The plan must include:

1. The deficiency
2. Planned corrective actions
3. The timeline for implementation, and
4. Clear demonstration it was adopted by the governing body.

What if the government does not plan to correct the deficiency?

The governing body may choose to accept responsibility for the risks and deficiencies noted by the auditor and not take corrective action. For example, smaller entities may struggle to adequately segregate key functions of cash handling, record keeping, and related duties. In this case, the governing body's plan of action can be an acknowledgement of the deficiency and statement that no action will be taken. This statement should be accompanied by the reason no action will be taken and this matter must still be approved by the governing body through motion or resolution.

What if the deficiency reported is a repeat from prior years?

If the deficiency is repeated in following years, the plan of action, or indication that no action will be taken, is still required to be adopted and filed with the Secretary of State each year.

Who is the governing body?

The governing body includes elected (or appointed) officials who serve as oversight for the municipality. Examples include county commissioners, city counselors, elected Mayors and Fire Chiefs who serve as a member of city council or board of directors, and board members. It does not include school district superintendent, city administrator, or county clerk unless those are elected positions that also serve as a voting member of the governing body.

Questions? Get in touch:

(503) 986-2255

municipalfilings.sos@oregon.gov



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: February 25, 2020
TO: Jeff Towery, City Manager
FROM: Larry Sherwood, Engineering Services Manager
SUBJECT: Old Sheridan Road Improvements Project- Property Acquisition Resolution

Report in Brief:

This action is the consideration of a resolution approving the acquisition of property and/or temporary construction easements from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer for the Old Sheridan Road Improvements transportation bond project, Project 2017-6.

Background:

The Old Sheridan Road Improvements project is the last of the five Capital Improvement Projects identified in the voter approved 2014 Transportation Improvements bond measure. This project will construct improvements to Old Sheridan Road including the replacement of the bridge over Cozine Creek, road widening, sidewalks and bike lanes, traffic signal upgrades, landscaping, storm water facilities, and street lighting. To construct the planned improvements, it is necessary to acquire additional right-of-way and/or temporary construction easements from four impacted properties on the east end of the project.

Discussion:

At their August 13, 2019 meeting, City Council adopted Resolution 2019-56 authorizing the acquisition of property and easements for the Old Sheridan Road Improvements transportation bond project.

The City's consultant, Epic Land Solutions, Inc., has completed the appraisal and negotiation process to acquire property and/or temporary construction easements for the project from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer. Settlement documents, photos, legal descriptions, dedication deeds, and easement forms can be found in Attachment 2. Complete appraisals are on file in the Engineering Department.

The *Miller-Spring* acquisition consists of a temporary construction easement to provide the space necessary to construct a retaining wall adjacent to the property line. Approximately fifty (50) mature arborvitae and a small section of fence on the property will need to be removed to construct these improvements. The appraised value and initial offer for the temporary easement, fence, and arborvitae replacement was \$4,200. During the negotiation process, the property owners requested an additional \$1,500, which includes the difference in height provided by their mature trees compared to the 5 foot replacement trees included in the initial offer. The added compensation value was deemed reasonable by Epic and confirmed by arborists. The final proposed settlement amount is \$5,700.

The *Mackey* acquisition consists of the purchase of approximately 371 square feet of right-of-way to provide the space needed for sidewalks and a retaining wall, as well as a temporary construction easement to provide the space necessary to construct these improvements. The appraised value and initial offer for the property purchase, temporary easement, and loss of existing improvements in the acquisition area was \$9,000. During the negotiation process, the property owners requested an additional \$1,300 based on quotes from local contractors to replace a fence and relocate existing exterior lighting impacted by the acquisition. The added compensation value was deemed reasonable by Epic and the final proposed settlement for this acquisition is \$10,300.

The *Pointer* acquisition consists of the purchase of approximately 175 square feet of right-of-way to provide the space needed for sidewalks and a retaining wall, as well as a temporary construction easement to provide the space necessary to construct these improvements. The appraised value and initial offer for the temporary easement and property purchase was \$2,900. This value was accepted by the property owner. The final proposed settlement amount is \$2,900.

The fourth and last property and easement acquisition for the project is still in the negotiation process and will be presented to council upon agreement.

Attachments:

1. Proposed Resolution No. 2020-17
2. Acquisition Files
3. Acquisition status sheet
4. Adapted Resolution 2019-56

Fiscal Impact:

The total proposed purchase price for the property and temporary construction easements is \$18,900, plus closing and escrow fees. The purchase is funded by 2014 transportation bond proceeds, and the costs are contained in the adopted FY20 Transportation Fund (Fund 45) budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution 2020-17, approving the acquisition of property and/or temporary construction easements from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer for the Old Sheridan Road Improvements transportation bond project, Project 2017-6, and authorizing the City Manager to execute the easement documents, dedication deeds and purchase documents.

RESOLUTION NO. 2020-17

A Resolution approving the acquisition of property and/or temporary construction easements from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer for the Old Sheridan Road Improvements transportation bond project.

RECITALS:

At their August 13, 2019 meeting, City Council adopted Resolution 2019-56 authorizing the acquisition of property and easements for the Old Sheridan Road Improvements transportation bond project.

The City's consultant, Epic Land Solutions, Inc., has completed the appraisal and negotiation process to acquire property and/or temporary construction easements for the project from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer.

The total purchase price for the property is \$18,900 plus closing and escrow fees.

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

1. That the acquisition of property and/or temporary construction easements from Jackson Miller and Kathleen Spring, Gary and Paula Mackey, and Brandi Pointer for the Old Sheridan Road Improvements transportation bond project at the total purchase price of \$18,900.00 plus closing and escrow fees, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the dedication deeds, easements, and purchase documents.
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 25th day of February 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 25th day of February, 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Resolution No. 2020-17

Effective Date: February 25, 2020

Page 1 of 1

OLD SHERIDAN ROAD IMPROVEMENTS
ROW ACQUISITION FILES

FILE 1:

MILLER-SPRING PROPERTY
1149 SW OLD SHERIDAN ROAD
McMINNVILLE, OREGON 97128

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, Oregon 97223
Voice: 503-213-3977

Date: December 3, 2019

To: Larry Sherwood, City of McMinnville
From: Kwan Luu, Epic Land Solutions
Subject: File 1, Settlement Recommendation

The property owners, Kathleen Spring and Jackson Miller, have requested a settlement of \$5,700.00. It is recommended that the City approve the settlement request. The City's offer of \$4,200.00 was made on October 29, 2019. The offer included the following aspects of compensation:

	\$/sf	sf	Total	Assumptions
Temporary Construction Easement		1,044	\$995	1 year of full-use at 7%/1 year of non-use at 4%
Improvements			\$3,017	Arborvitae and fencing
Damages			\$129	Restore fencing
Total offer			\$4,200 (rounded)	

The property owners are requesting an additional \$1,500.00 which includes the difference in height provided by their mature arborvitae and the newly planted trees at 5 feet. The additional value was calculated using the value provided by the Taking and Damages Appraisal Report written October 3, 2019 by Robert Atchison, Senior Appraiser. The owners calculated \$10 per foot per tree per year based off the \$2,500 site-specific estimate used in the Report. At 50 trees and 3 years, this would total to \$1,500.00. The owners anticipate that it will reach an adequate height for privacy screening after 3 years. This is a reasonable assumption that several certified arborists have verified.

Based on the above discussion, the recommended additional settlement amount is \$1,500.00, with a total settlement amount of \$5,700.00 recommended.

I believe that neither continued negotiations nor jury award would result in a lower settlement. It is Epic Land Solution's opinion that this settlement is in the best interest of the City.

Larry Sherwood, Engineering Services Manager
City of McMinnville

www.epicland.com

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, OR 97223

December 3, 2019

Jackson Miller and Kathleen Spring
1149 SW Old Sheridan Rd
McMinnville, OR 97128-9170

Dear Mr. Miller and Ms. Spring:

SUBJECT: Offer of Settlement
File 01
Old Sheridan Road – City of McMinnville
1149 SW Old Sheridan Rd, McMinnville, OR 97128

You were presented with an offer of just compensation from the City of McMinnville (City) on October 29, 2019. This letter serves as an offer of settlement from the City in the amount of \$5,700.00.

The City's offer for the purchase of property rights was as follows:

Temporary Construction Easement: 1,044 SQ FT	\$4,141.00
Total:	\$4,200.00 (Rounded)

The City's offer of settlement is based on the following:

Temporary Construction Easement: 1,044 SQ FT	\$4,141.00
Settlement	\$1,500.00
Total:	\$5,700.00 (Rounded)

If you accept this settlement offer, please sign and date this letter, the enclosed Dedication Deed and W9.

Once the City receives the signed documents, final closing and disbursement will be performed by the City or a qualified Title company. Payment will be made available to you after closing.

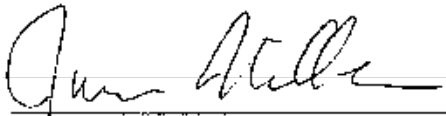
If you have questions, please contact Kwan Liu at 503-213-3973 or via e-mail at kliu@epicland.com.

Sincerely,

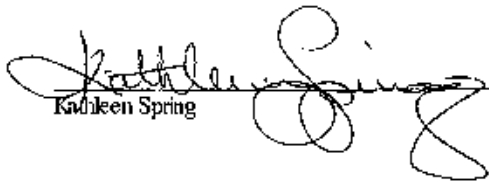


Lany Sherwood
The City of McMinnville

I/We accept the City's offer of settlement as set forth above.


Jackson Miller

Date: 12/4/2019


Kathleen Spring

Date: 2019-12-04

ACQUISITION SUMMARY STATEMENT

File No.:	01
Grantor:	Jackson B. Miller and Kathleen M. Spring
Section:	Old Sheridan Rd
Highway:	N/A
County:	Yamhill
FAP No.:	N/A

Valuation	Comment	Value
Land:	2-year temporary Construction Easement	\$995
Improvements:	Trees and fencing	\$3,017
Damages:	Replace fence	\$129
TOTAL JUST COMPENSATION:		(Rounded) \$4,200

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	2-year temporary construction easement	1,044 Sq. Ft

NOTICE TO VACATE:

N/A

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

N/A

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Robert Atchison Brian Glanville, CRE, FRICS, MAI, AI-GRS
Date of Valuation:	September 25, 2019
Value:	\$4,200
Date Written:	October 3, 2019



View of natural vegetation below arbor vitae.



Street scene Old Sheridan Road looking east, subject is on the left.

SUBJECT SITE PHOTOS



View of arbor vitae that will be removed by project.



View of fence next to driveway.

GRANTOR: Jackson B. Miller and Kathleen M. Spring
GRANTEE: City of McMinnville, Oregon

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

File No. 01
Map & Tax Lot No. 4S 4W 29BD-01900
Old Sheridan Road Project

TEMPORARY CONSTRUCTION EASEMENT

Jackson B. Miller and Kathleen M. Spring, as tenants by the entirety, (the "Grantor"), conveys to the **CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon** ("Grantee") a temporary easement for use by Grantee and its contractors for construction and other related activity, over, under, and across the property described "Parcel 1" in Exhibit "A" and shown in Exhibit "B" (the "Property"), herein attached and incorporated by reference. Grantee is acquiring temporary easement rights in the Property through its exercise of eminent domain purchase authority, subject to ORS 465.255(3)(a)(B), 42 USC 9607(b)(3) and 9601(35)(A).

IT IS UNDERSTOOD that the temporary easement rights herein granted run with the land and will terminate two (2) years from the date hereof, or when Grantee gives notice of completion of the relevant construction project, whichever is sooner. Grantee shall provide notice to Grantor at least 48 hours prior to the commencement of the temporary easement.

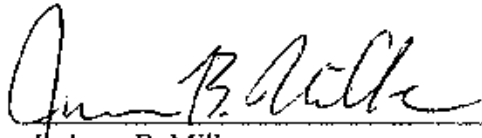
IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Property, except as stated herein, nor prevent Grantor from the use of said Property; provided, however that such use does not interfere with the rights herein granted.

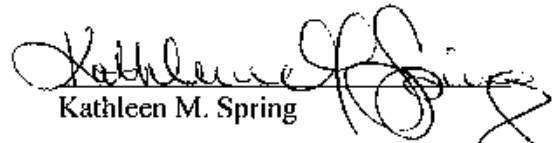
Grantor agrees that the consideration recited herein is just compensation for the Property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said Property or property rights.

The true and actual consideration for this conveyance is \$5,700.00 [five thousand and seven hundred dollars].

[Signatures on the Following Page]

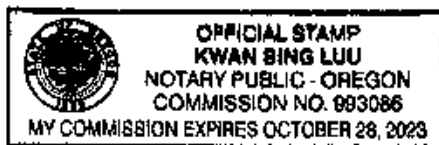
IN WITNESS WHEREOF, Jackson B. Miller and Kathleen M. Spring, as tenants by the entirety has caused this instrument to be executed this 4th day of December, 2019.

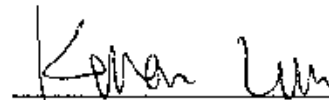

Jackson B. Miller


Kathleen M. Spring

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this 4th day of December, 2019
by Jackson B. Miller and Kathleen M. Spring.




Notary Public for Oregon
My Commission Expires: _____

APPROVAL OF CONVEYANCE (ORS 93.808)

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

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this _____ day of _____, 20____

by _____, as _____ (type
of authority) of the City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-01900

OWNERS: Jackson B. Miller and
Kathleen M. Spring

Page 1 of 2

Parcel 1 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Jackson B. Miller and Kathleen M. Spring in Statutory Warranty Deed recorded November 20, 2017 as Instrument No. 2007-24905, Records of Yamhill County, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line as described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

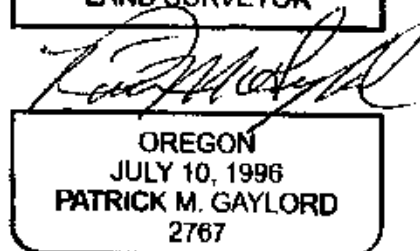
The widths in feet of said strip of land referred to are as follows:

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
27+50.00		28+48.54	33.56 feet
28+48.54		28+48.54	33.56 feet in a straight line to 58.13 feet
28+48.54		28+73.25	58.13 feet in a straight line to 58.13 feet
28+73.25		28+74.01	58.13 feet in a straight line to 35.35 feet
28+74.01		28+80.00	35.35 feet in a straight line to 35.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

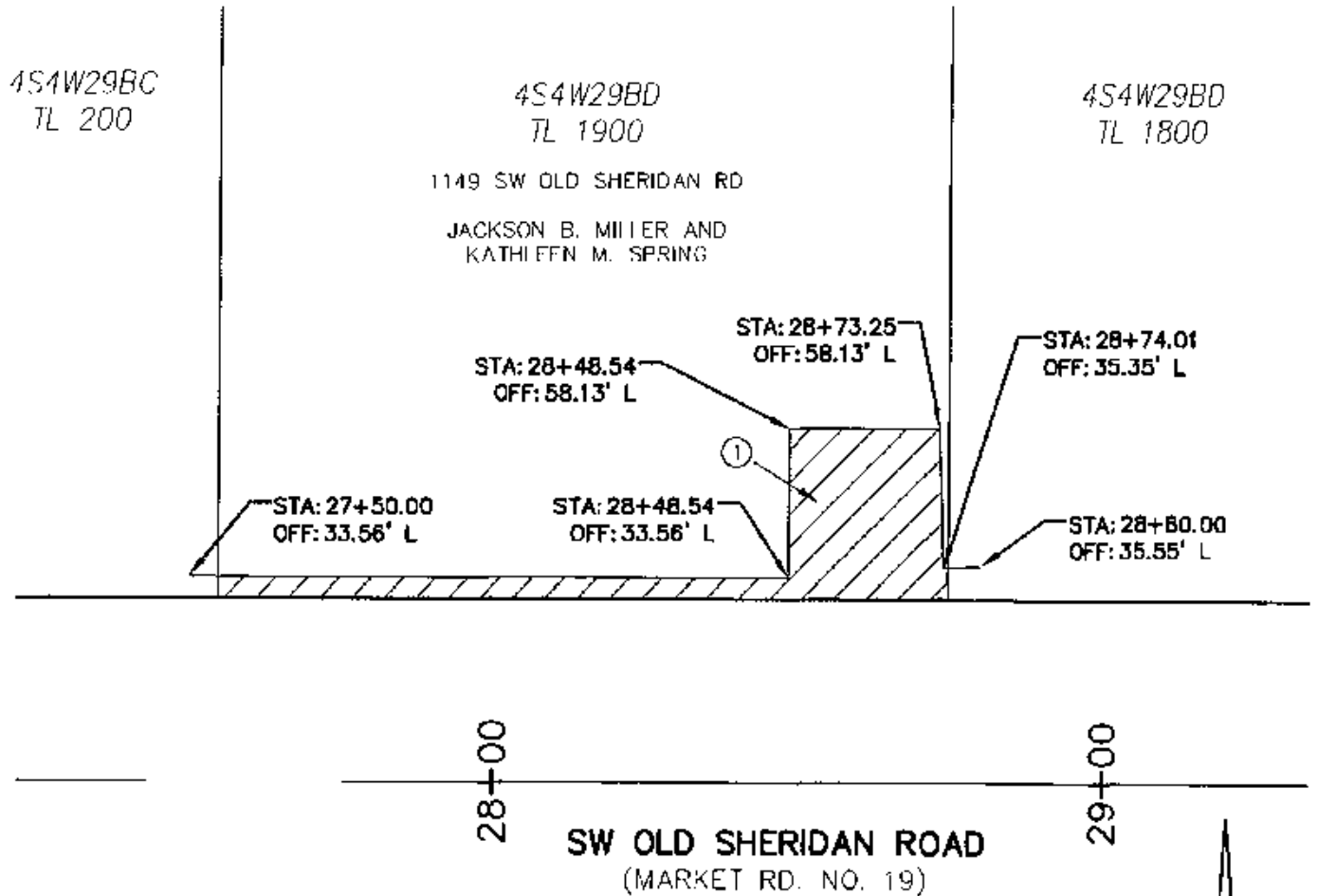
Containing 1044 square feet, more or less.



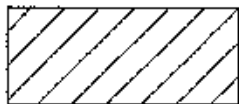
Renewed through 6-30- 2021

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



LEGEND



① TEMPORARY
CONSTRUCTION EASEMENT
± 1,044 SQ.FT.



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC-02 GCB 08/02/2019 PAGE 71 OF 1

SEE ATTACHED
LEGAL DESCRIPTION



SCALE
1" = 30'

OLD SHERIDAN ROAD IMPROVEMENTS
ROW ACQUISITION FILES

FILE 2:

POINTER PROPERTY

1133 SW OLD SHERIDAN ROAD

McMINNVILLE, OREGON 97128

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, OR 97223
Phone: 503-213-3977
Fax: 503-244-0627

February 14, 2020

Brandi Pointer
1133 SW Old Sheridan Rd.
McMinnville, OR 97128

File No.: 02

Grantor: Brandi Pointer

Project: Old Sheridan Road Improvement Project

County: Yamhill

Situs: 1133 SW Old Sheridan Rd.

I accept the offer made in the City of McMinnville, Oregon (City) **Offer Letter**, dated October 14, 2019, attached hereto and incorporated by reference, to purchase a portion of our property for the above-referenced project. I hereby accept \$1,789.00 for 175 square feet of land in fee acquisition, \$908.00 for a temporary construction easement and \$126.00 for improvements for a total offer of \$2,900.00(rounded).

The improvements include the following:

- Gravel

At reasonable times, the City's representative may enter the portion of the property that is being purchased for the purpose of making surveys and studies.

Closing the transaction is contingent on the City obtaining Title Insurance in a form and manner acceptable to the City, the property being free of all other encumbrances and liabilities not acceptable to the City, final legal review by the City of all documents, and final project funding approval. We understand that final closing and disbursement will be performed by The City of McMinnville, or a qualified Title company.

DATED this 14th day of February, 2020.

SELLER:


Brandi Pointer

ACQUISITION SUMMARY STATEMENT

File No.:	02
Grantor:	Brandi Pointer
Section:	Old Sheridan Rd
Highway:	N/A
County:	Yamhill
FAP No.:	N/A

Valuation	Comment	Value
Land:	Fee	\$1,789
Land:	2-year temporary construction easement	\$908
Improvements:	Gravel	\$126
TOTAL JUST COMPENSATION:		(Rounded) \$2,900

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Fee	175 Sq. Ft.
Parcel 2	2-year temporary construction easement	808 Sq. Ft.

NOTICE TO VACATE:

N/A

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

N/A

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Robert Atchison Brian Glanville, CRE, FRICS, MAI, AI-GRS
Date of Valuation:	September 25, 2019
Value:	\$2,900
Date Written:	September 30, 2019



View of acquisition area and temporary easement from driveway looking west.



View of acquisition area and TCE, looking west.



Looking east from center of driveway.



Street scene Old Sheridan Road, subject is on the right.

GRANTOR: Brandi Pointer
GRANTEE: City of McMinnville, Oregon

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

File No. 02
Map & Tax Lot No. 4S 4W 29BD-01800
Old Sheridan Road Project

DEDICATION DEED

Brandi Pointer, GRANTOR(S), conveys, warrants and dedicates to the **CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon**, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described as "Parcel 1" in Exhibit "A" and shown in Exhibit "B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$2,000.00 [two thousand dollars].

The above described property is conveyed free of encumbrances, except as specifically set forth herein: NONE.

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

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

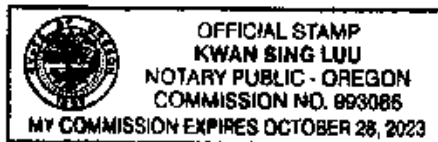
In construing this deed and where the context so requires, the singular includes the plural.

Dated this 13th day of November, 2019.

Brandi Pointer
Brandi Pointer

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this (3rd) day of November, 2019
by Brandi Pointer.



Kwan Luu
Notary Public for Oregon
My Commission Expires: 10/28/23

APPROVAL OF CONVEYANCE (ORS 93.808)

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

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this _____ day of _____, 20____
by _____, as _____ (type of authority) of the

City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1800

OWNER: Brandi Pointer

Page 1 of 2

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
----------------	-----------	----------------	---------------------------------

28+63.61		29+70.00	30.00 feet in a straight line to 33.55 feet
----------	--	----------	---

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 175 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
----------------	-----------	----------------	---------------------------------

28+70.00		29+32.66	35.22 feet in a straight line to 37.30 feet
29+32.66		29+32.22	37.30 feet in a straight line to 50.66 feet
29+32.22		29+58.20	50.66 feet in a straight line to 51.53 feet
29+58.20		29+58.65	51.53 feet in a straight line to 38.17 feet
29+58.65		29+70.00	38.17 feet in a straight line to 38.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

Containing 808 square feet, more or less.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
28+63.61		29+70.00	30.00 feet in a straight line to 33.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 175 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
28+70.00		29+32.66	35.22 feet in a straight line to 37.30 feet
29+32.66		29+32.22	37.30 feet in a straight line to 50.66 feet
29+32.22		29+58.20	50.66 feet in a straight line to 51.53 feet
29+58.20		29+58.65	51.53 feet in a straight line to 38.17 feet
29+58.65		29+70.00	38.17 feet in a straight line to 38.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

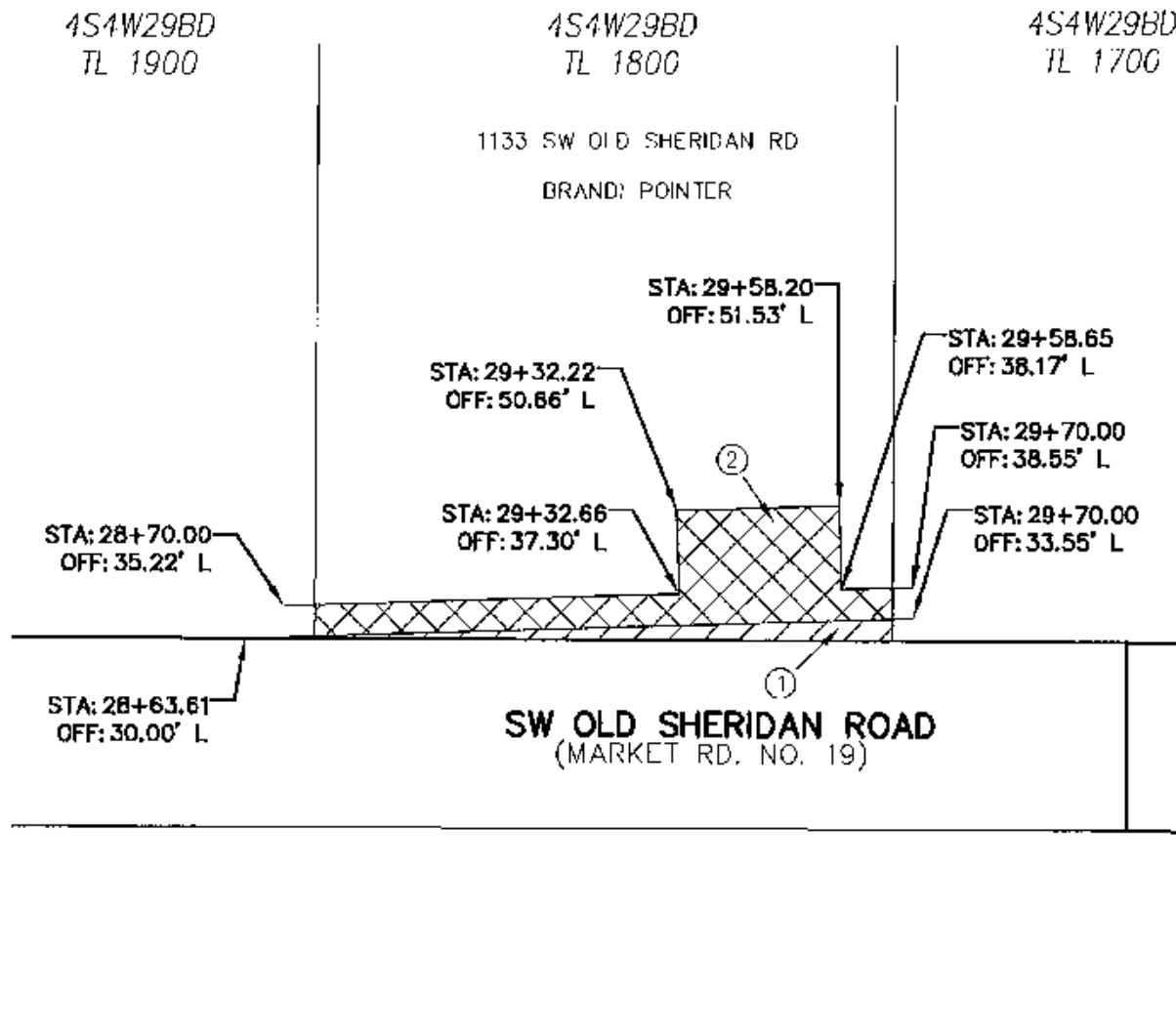
Containing 808 square feet, more or less.



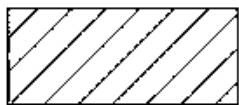
Renewed through 6-30-2021

EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT



LEGEND



① FEE SIMPLE
± 175 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 808 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC--02 GCB 08/01/2019 PAGE 1 OF 1

GRANTOR: Brandi Pointer
GRANTEE: City of McMinnville, Oregon

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

File No. 02
Map & Tax Lot No. 4S 4W 29BD-01800
Old Sheridan Road Project

TEMPORARY CONSTRUCTION EASEMENT

Brandi Pointer, (the “Grantor”), conveys to the **CITY OF McMINNVILLE**, a **Municipal Corporation of the State of Oregon** (“Grantee”) a temporary easement for use by Grantee and its contractors for construction and other related activity, over, under, and across the property described as “Parcel 2” in Exhibit “A” and shown in Exhibit “B” (the “Property”), herein attached and incorporated by reference. Grantee is acquiring temporary easement rights in the Property through its exercise of eminent domain purchase authority, subject to ORS 465.255(3)(a)(B), 42 USC 9607(b)(3) and 9601(35)(A).

IT IS UNDERSTOOD that the temporary easement rights herein granted run with the land and will terminate two (2) years from the date hereof, or when Grantee gives notice of completion of the relevant construction project, whichever is sooner. Grantee shall provide notice to Grantor at least 48 hours prior to the commencement of the temporary easement.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Property, except as stated herein, nor prevent Grantor from the use of said Property; provided, however that such use does not interfere with the rights herein granted.

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

The true and actual consideration for this conveyance is \$900.00 [nine hundred dollars].

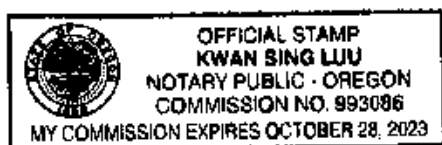
[Signatures on the Following Page]

IN WITNESS WHEREOF, Brandi Pointer has caused this instrument to be executed this 13th day
of November, 2019.

Brandi Pointer
Brandi Pointer

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this 13th day of November, 2019
by Brandi Pointer.



Kwan Sing Luu
Notary Public for Oregon
My Commission Expires: 10/28/23

APPROVAL OF CONVEYANCE (ORS 93.808)

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

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this _____ day of _____, 20____
by _____, as _____ (type of authority) of the
City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1800

OWNER: Brandi Pointer

Page 1 of 2

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
----------------	-----------	----------------	---------------------------------

28+63.61		29+70.00	30.00 feet in a straight line to 33.55 feet
----------	--	----------	---

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 175 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
----------------	-----------	----------------	---------------------------------

28+70.00		29+32.66	35.22 feet in a straight line to 37.30 feet
29+32.66		29+32.22	37.30 feet in a straight line to 50.66 feet
29+32.22		29+58.20	50.66 feet in a straight line to 51.53 feet
29+58.20		29+58.65	51.53 feet in a straight line to 38.17 feet
29+58.65		29+70.00	38.17 feet in a straight line to 38.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

Containing 808 square feet, more or less.

Station	to	Station	Width left of Centerline
28+63.61		29+70.00	30.00 feet in a straight line to 33.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 175 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described above.

Station	to	Station	Width left of Centerline
28+70.00		29+32.66	35.22 feet in a straight line to 37.30 feet
29+32.66		29+32.22	37.30 feet in a straight line to 50.66 feet
29+32.22		29+58.20	50.66 feet in a straight line to 51.53 feet
29+58.20		29+58.65	51.53 feet in a straight line to 38.17 feet
29+58.65		29+70.00	38.17 feet in a straight line to 38.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

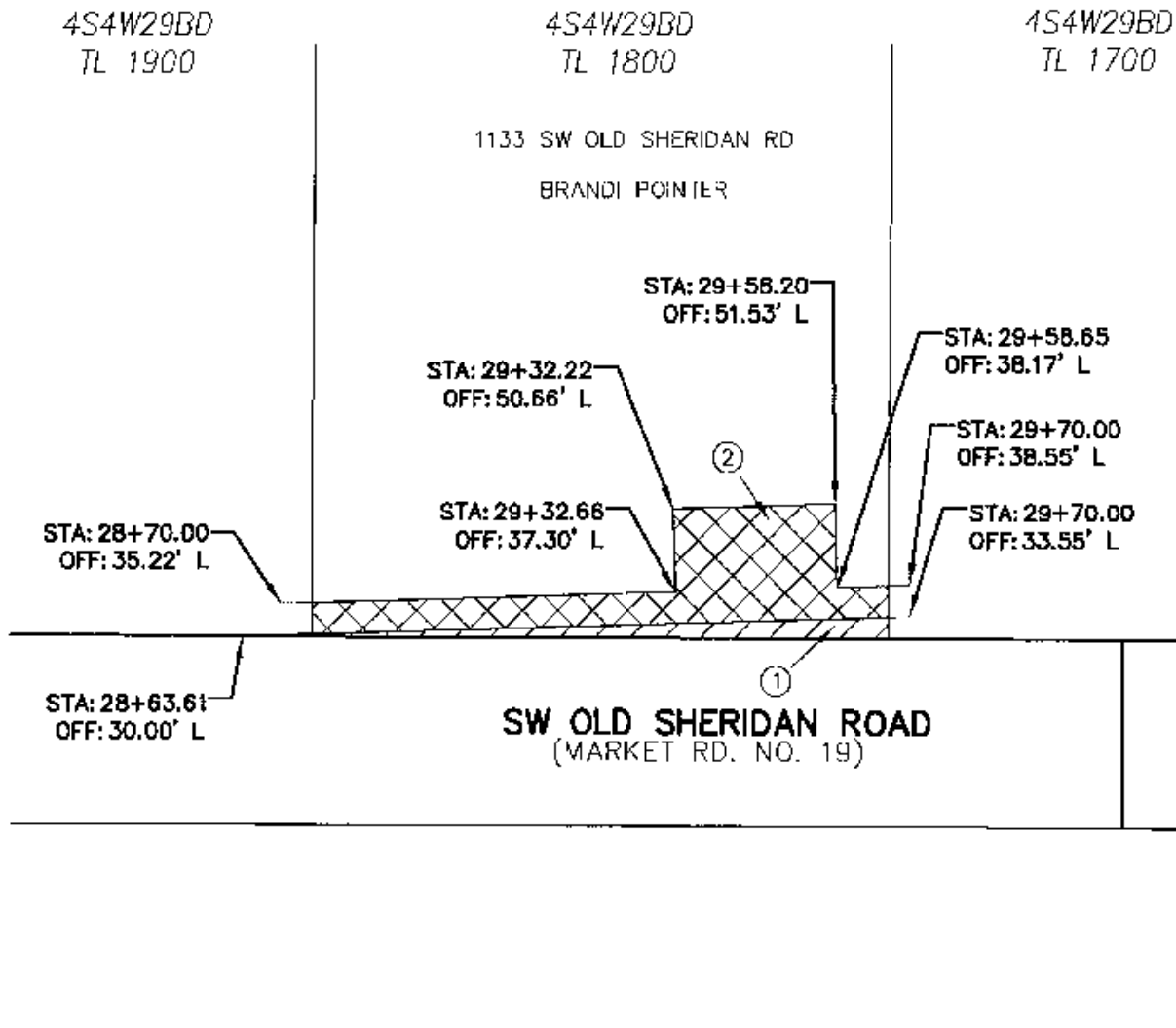
Containing 808 square feet, more or less.



Renewed through 6-30-2021

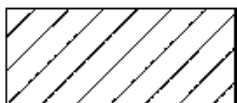
EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT



SCALE
1" = 30'

LEGEND



① FEE SIMPLE
± 175 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 808 SQ.FT.



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC-02 GCB 08/01/2019 PAGE 1 OF 1

SEE ATTACHED
LEGAL DESCRIPTION

OLD SHERIDAN ROAD IMPROVEMENTS
ROW ACQUISITION FILES

FILE 3:

MACKEY PROPERTY
1125 SW OLD SHERIDAN ROAD
McMINNVILLE, OREGON 97128

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, Oregon 97223
Voice: 503-213-3977

Date: December 11, 2019

To: Larry Sherwood, City of McMinnville

From: Kwan Luu, Epic Land Solutions

Subject: File 3, Settlement Recommendation

The property owners, Gary P. Mackey and Paula Stafford-Mackey, have requested a settlement of \$10,300.00. It is recommended that the City approve the settlement request. The City's offer of \$9,000.00 was made on October 21, 2019. The offer included the following aspects of compensation:

	\$/sf	sf	Total	Notes
Fee Acquisition	\$10.22	371	\$3,792	
Temporary Construction Easement		953	\$1,072	1 year of full-use at 7%/1 year of non-use at 4%
Improvements			\$4,109	Concrete driveway, retaining wall, fence, shrubs, ground cover/ gravel, lawn edging, light post, grass
Damages			\$0	
Total offer			\$9,000 (rounded)	

The property owners are requesting an additional \$1,300 which includes the difference in appraised value of their fencing and light post and actual quotes. The owners provided two separate quotes from local contractors to reinstall the same fencing and reinstall their light post on their remainder property. The quote to install 3-foot tall fencing from Town & Country Fence and Deck would be \$1,848.00 compared to \$863 from the Appraisal Report. The quote to relocate and reconnect the light post was \$300 and quoted to me over the phone by Mike Simpson from Simpson Electrical. The owners have expressed that they would settle at \$1,300 more to account for their fence and light post re-establishment.

Based on the above discussion, the recommended additional settlement amount is \$1,300, with a total settlement amount of \$10,300.00 recommended.

I believe that neither continued negotiations nor jury award would result in a lower settlement. It is Epic Land Solution's opinion that this settlement is reasonable and in the best interest of the City.

Larry Sherwood, Engineering Services Manager
City of McMinnville

www.epicland.com

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, OR 97223

December 11, 2019

Gary P. Mackey and Paula Stafford-Mackey
1125 SW Old Sheridan Rd
McMinnville, OR 97128-9170

Dear Mr. Mackey and Mrs. Stafford-Mackey:

SUBJECT: Offer of Settlement
File 03
Old Sheridan Road – City of McMinnville
1125 SW Old Sheridan Rd, McMinnville, OR 97128

You were presented with an offer of just compensation from the City of McMinnville (City) on October 21, 2019. This letter serves as an offer of settlement from the City in the amount of \$10,300.00.

The City's offer for the purchase of property rights was as follows:

Fee Acquisition: 371 SQ FT	\$3,792.00
Temporary Construction Easement: 953 SQ FT	\$1,072.00
Improvements:	\$4,109.00
Total:	\$9,000.00 (Rounded)

The City's offer of settlement is based on the following:

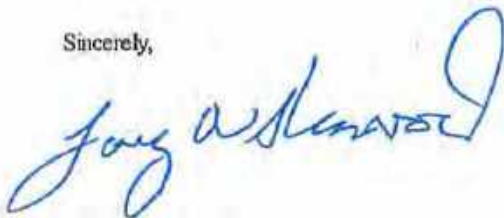
Fee Acquisition: 371 SQ FT	\$3,792.00
Temporary Construction Easement: 953 SQ FT	\$1,072.00
Improvements:	\$4,109.00
Settlement:	\$1,300.00
Total:	\$10,300.00 (Rounded)

If you accept this settlement offer, please sign and date this letter, the enclosed Dedication Deed, Temporary Construction Easement, and W9.

Once the City receives the signed documents, final closing and disbursement will be performed by the City or a qualified Title company. Payment will be made available to you after closing.

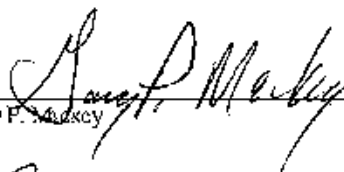
If you have questions, please contact Kyan Luu at 503-213-3973 or via e-mail at kluu@epicland.com.

Sincerely,



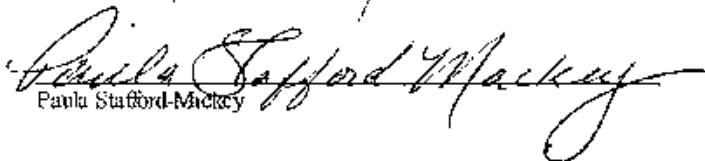
Larry Sherwood
The City of McMinnville

I/We accept the City's offer of settlement as set forth above.



Gary P. Mackey

Date: 01-08-2020



Paula Stafford-Mackey

Date: 1-8-20

ACQUISITION SUMMARY STATEMENT

File No.:	03
Grantor:	Gary P. MacKey & Paula Stafford-MacKey
Section:	Old Sheridan Rd
Highway:	N/A
County:	Yamhill
FAP No.:	N/A

Valuation	Comment	Value
Land:	Fee	\$3,792
Land:	2-year temporary construction easement	\$1,072
Improvements:	Concrete driveway, retaining wall, fence, landscaping, lights	\$4,109
TOTAL JUST COMPENSATION:		(Rounded) \$9,000

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Fee	371 Sq. Ft.
Parcel 2	2-year temporary construction easement	953 Sq. Ft.

NOTICE TO VACATE:

N/A

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

N/A

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Robert Atchison Brian Glanville, CRE, FRICS, MAI, AI-GRS
Date of Valuation:	September 25, 2019
Value:	\$9,000
Date Written:	September 30, 2019



Acquisition area looking west from east property boundary.



View of the TCE and acquisition area looking west.



Looking east, subject is on the left.



View of retaining wall, fence and shrubs in acquisition area.

GRANTOR: Gary P. Mackey & Paula Stafford-Mackey
GRANTEE: City of McMinnville, Oregon

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

File No. 03
Map & Tax Lot No. 4S 4W 29BD-01700
Old Sheridan Road Project

TEMPORARY CONSTRUCTION EASEMENT

Gary P. Mackey and Paula Stafford-Mackey, as tenants by the entirety, (the “Grantor”), conveys to the **CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon** (“Grantee”) a temporary easement for use by Grantee and its contractors for construction and other related activity, over, under, and across the property described as “Parcel 2” in Exhibit “A” and shown in Exhibit “B” (the “Property”), herein attached and incorporated by reference. Grantee is acquiring temporary easement rights in the Property through its exercise of eminent domain purchase authority, subject to ORS 465.255(3)(a)(B), 42 USC 9607(b)(3) and 9601(35)(A).

IT IS UNDERSTOOD that the temporary easement rights herein granted run with the land and will terminate two (2) years from the date hereof, or when Grantee gives notice of completion of the relevant construction project, whichever is sooner. Grantee shall provide notice to Grantor at least 48 hours prior to the commencement of the temporary easement.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Property, except as stated herein, nor prevent Grantor from the use of said Property; provided, however that such use does not interfere with the rights herein granted.

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

The true and actual consideration for this conveyance is \$1,072.00 [one thousand and seventy-two dollars].

[Signatures on the Following Page]

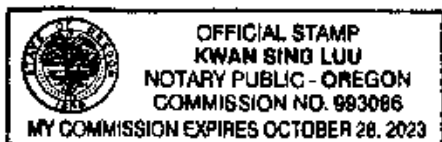
IN WITNESS WHEREOF, Gary P. Mackey and Paula Stafford-Mackey, as tenants by the entirety has caused this instrument to be executed this 8 day of January, 2020

Gary P. Mackey
Gary P. Mackey

Paula Stafford-Mackey
Paula Stafford-Mackey

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this 8th day of January, 2020
by Gary P. Mackey and Paula Stafford-Mackey.



Kwan Luu
Notary Public for Oregon
My Commission Expires: 10/28/23

APPROVAL OF CONVEYANCE (ORS 93.808)

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

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this _____ day of _____, 20____
by _____, as _____ (type of
authority) of the City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1700

OWNER: Gary P. Mackey
Paula Safford Mackey

Page 1 of 3

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as Instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+50.00		30+02.49	32.88 feet in a straight line to 34.63 feet
30+02.49		30+43.66	34.63 feet, around a curve to the right with a radius of 342.54 feet, a length of 45.77 feet, and which the long chord bears South 87°51'13" East, a distance of 45.73 feet to 36.00 feet
30+43.66		30+53.18	36.00 feet, around a curve to the right with a radius of 341.00 feet, a length of 10.65 feet, and which the long chord bears South 81°24'01" East, a distance of 10.64 feet to 36.00 feet
30+53.18		30+53.41	36.00 feet in a straight line to 34.41 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 371 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the above described center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+55.00		30+02.31	38.05 feet in a straight line to 39.63 feet
30+02.31		30+16.63	39.63 feet, around a curve to the right with a radius of 347.54 feet, a length of 15.95 feet, and which the long chord bears North 89°38'01" East, a distance of 15.95 feet to 40.10 feet
30+16.63		30+16.20	40.10 feet in a straight line to 51.19 feet
30+16.20		30+55.00	51.19 feet in a straight line to 55.91 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

Containing 953 square feet, more or less.



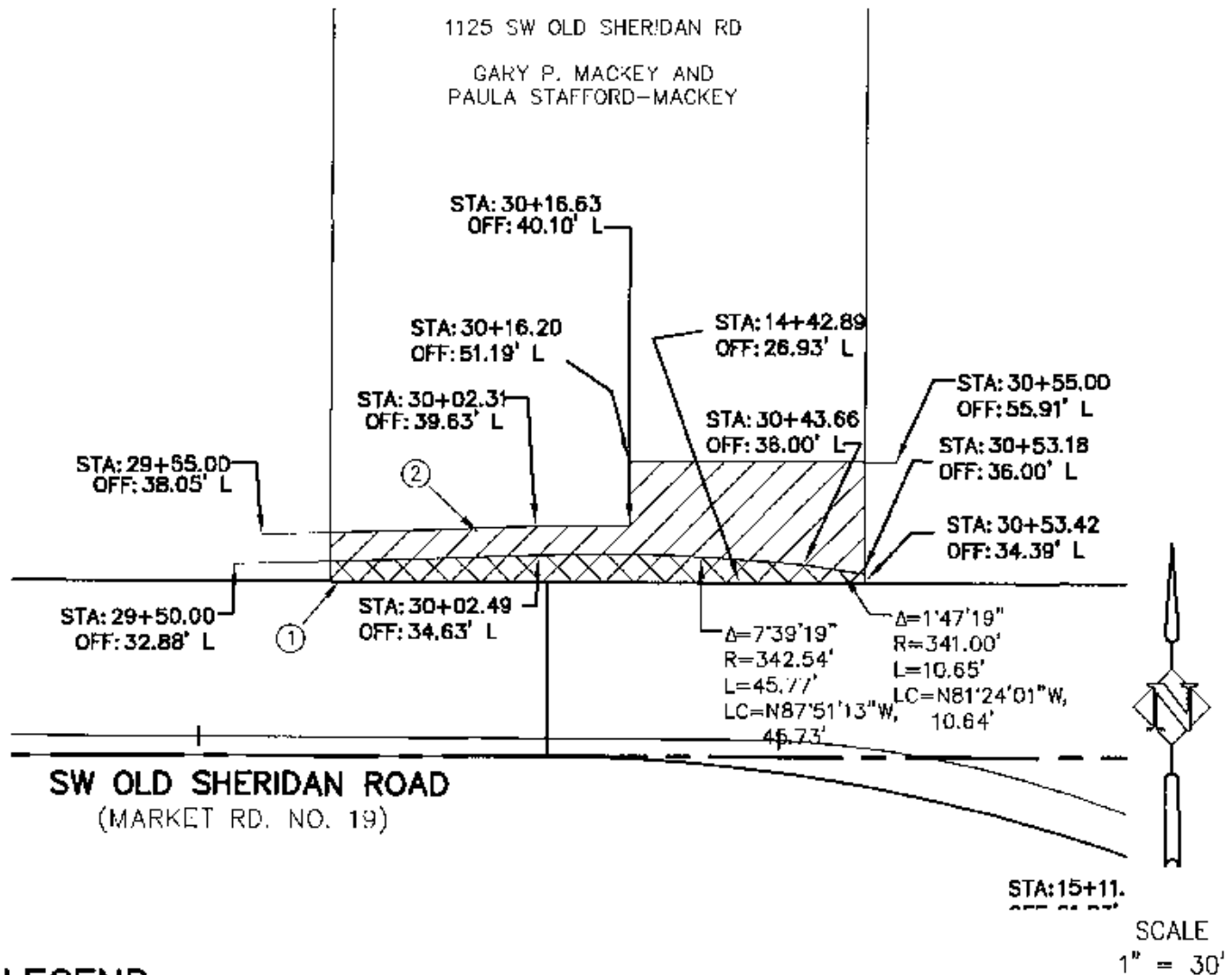
EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT

4S4W29BD
TL 1800

4S4W29BD
TL 1700

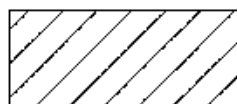
4S4W29BD
TL 1600



LEGEND



① F.L. SIMPL.
± 371 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 953 SQ.FT.



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC-02 GMW 08/02/2019 PAGE 1 OF 1

SEE ATTACHED
LEGAL DESCRIPTION

GRANTOR: Gary P. Mackey & Paula Stafford-Mackey
GRANTEE: City of McMinnville, Oregon

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

File No. 03
Map & Tax Lot No. 4S 4W 29BD-01700
Old Sheridan Road Project

DEDICATION DEED

Gary P. Mackey and Paula Stafford-Mackey, as tenants by the entirety, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described as "Parcel 1" in Exhibit "A" and shown in Exhibit "B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$9,228.00 [nine thousand, two hundred and twenty-eight dollars].

The above described property is conveyed free of encumbrances, except as specifically set forth herein: NONE.

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

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

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

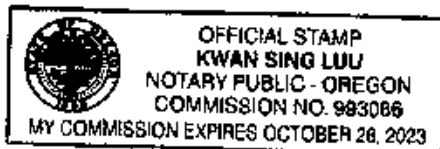
Dated this 8th day of January, 20 20

Gary P. Mackey
Gary P. Mackey

Paula Stafford-Mackey
Paula Stafford-Mackey

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this 8th day of January, 20 20
by Gary P. Mackey and Paula Stafford-Mackey.



Kwan Luu
Notary Public for Oregon
My Commission Expires: 10/26/23

APPROVAL OF CONVEYANCE (ORS 93.808)

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

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this _____ day of _____, 20____
by _____, as _____ (type
of authority) of the City of McMinnville.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1700

OWNER: Gary P. Mackey
Paula Safford Mackey

Page 1 of 3

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as Instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

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<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+50.00		30+02.49	32.88 feet in a straight line to 34.63 feet
30+02.49		30+43.66	34.63 feet, around a curve to the right with a radius of 342.54 feet, a length of 45.77 feet, and which the long chord bears South 87°51'13" East, a distance of 45.73 feet to 36.00 feet
30+43.66		30+53.18	36.00 feet, around a curve to the right with a radius of 341.00 feet, a length of 10.65 feet, and which the long chord bears South 81°24'01" East, a distance of 10.64 feet to 36.00 feet
30+53.18		30+53.41	36.00 feet in a straight line to 34.41 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 371 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as Instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the above described center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+55.00		30+02.31	38.05 feet in a straight line to 39.63 feet
30+02.31		30+16.63	39.63 feet, around a curve to the right with a radius of 347.54 feet, a length of 15.95 feet, and which the long chord bears North 89°38'01" East, a distance of 15.95 feet to 40.10 feet
30+16.63		30+16.20	40.10 feet in a straight line to 51.19 feet
30+16.20		30+55.00	51.19 feet in a straight line to 55.91 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

Containing 953 square feet, more or less.



Renewed through 6-30-2021

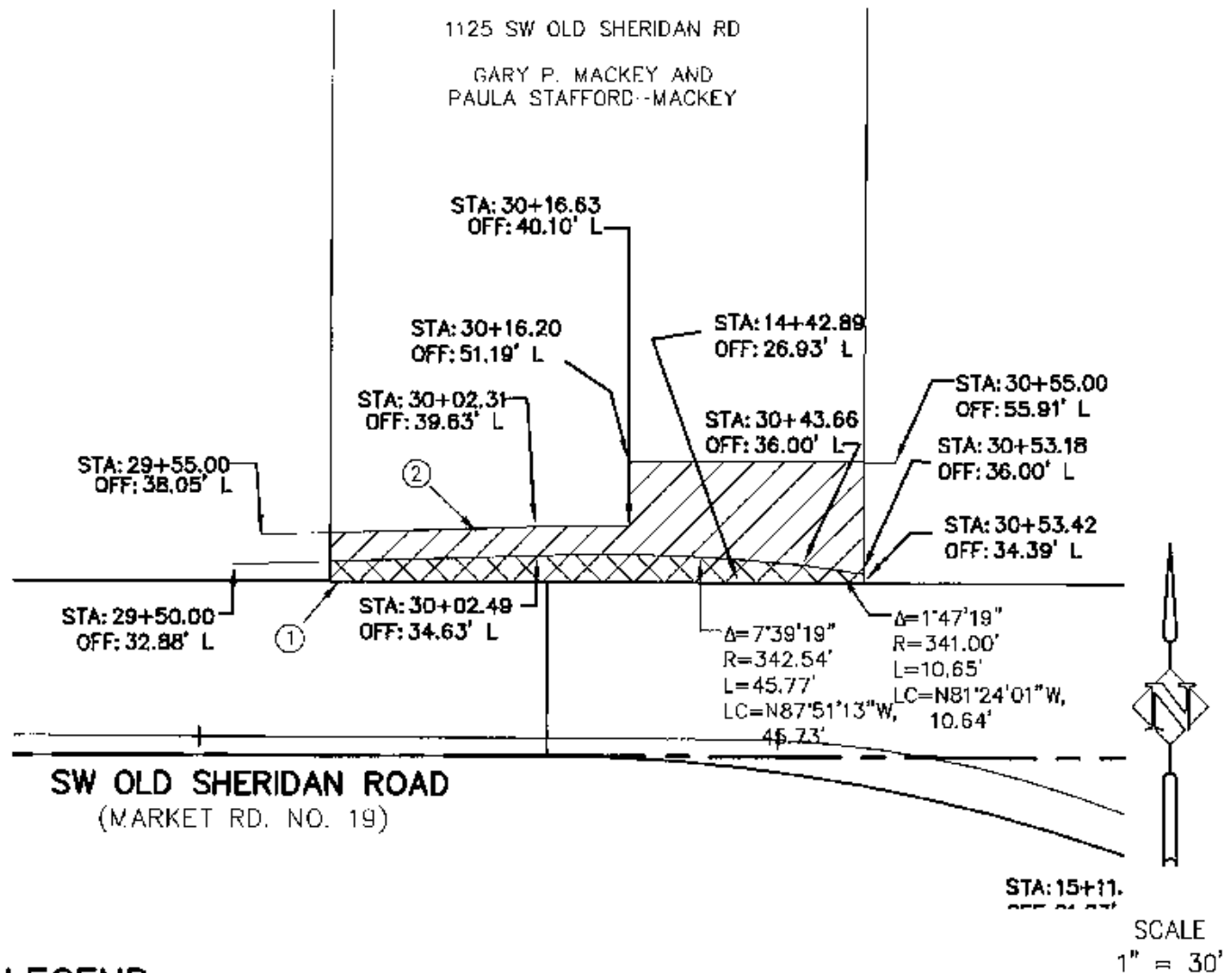
EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT

4S4W29BD
TL 1800

4S4W29BD
TL 1700

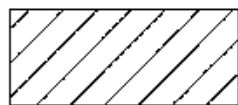
4S4W29BD
TL 1600



LEGEND



① FEE SIMPLE
± 371 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
+ 953 SQ.FT.



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MAC-02 GMW 08/02/2019 PAGE 1 OF 1

SEE ATTACHED
LEGAL DESCRIPTION

RESOLUTION NO. 2019-56

A Resolution authorizing the acquisition of property for the Old Sheridan Road Improvements Project, and exercising the power of eminent domain.

RECITALS:

The City of McMinnville may exercise the power of eminent domain under ORS 223.105(2) and ORS Chapter 35 when deemed necessary by the City Council to accomplish public purposes for which the City has responsibility.

The City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

The City is acting to improve Old Sheridan Road including: replacing the bridge over Cozine Creek; the addition of sidewalks and bike lanes; the installation of a left turn lane and traffic signal upgrades at the intersection of Old Sheridan Road and Highway 99W; landscaping; storm water facilities; and street lighting. The project is consistent with the City's adopted 2010 Transportation System Plan, and funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded.

To accomplish the Project, it is necessary to acquire the fee title interest in three (3) parcels and temporary construction easements over four (4) parcels of property located along the existing City right-of-way, as described and shown in Attachment 3.

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

1. The foregoing statements of authority and need are true and the Project is in the public interest.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Attachment 3 subject to payment of just compensation and to procedural requirements of Oregon law.
3. The City's staff and the City's agents are authorized to negotiate an agreement with the owner and other persons in interest as to the compensation to be paid for each acquisition and, in the event that no satisfactory agreement can be reached, the City's staff and the City's agents are authorized to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition.
4. The City of McMinnville expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of August 2019 by the following votes:

Ayes: Garvin, Geary, Menke, Peralta, Stassens

Nays: _____

Approved this 13th day of August 2019.



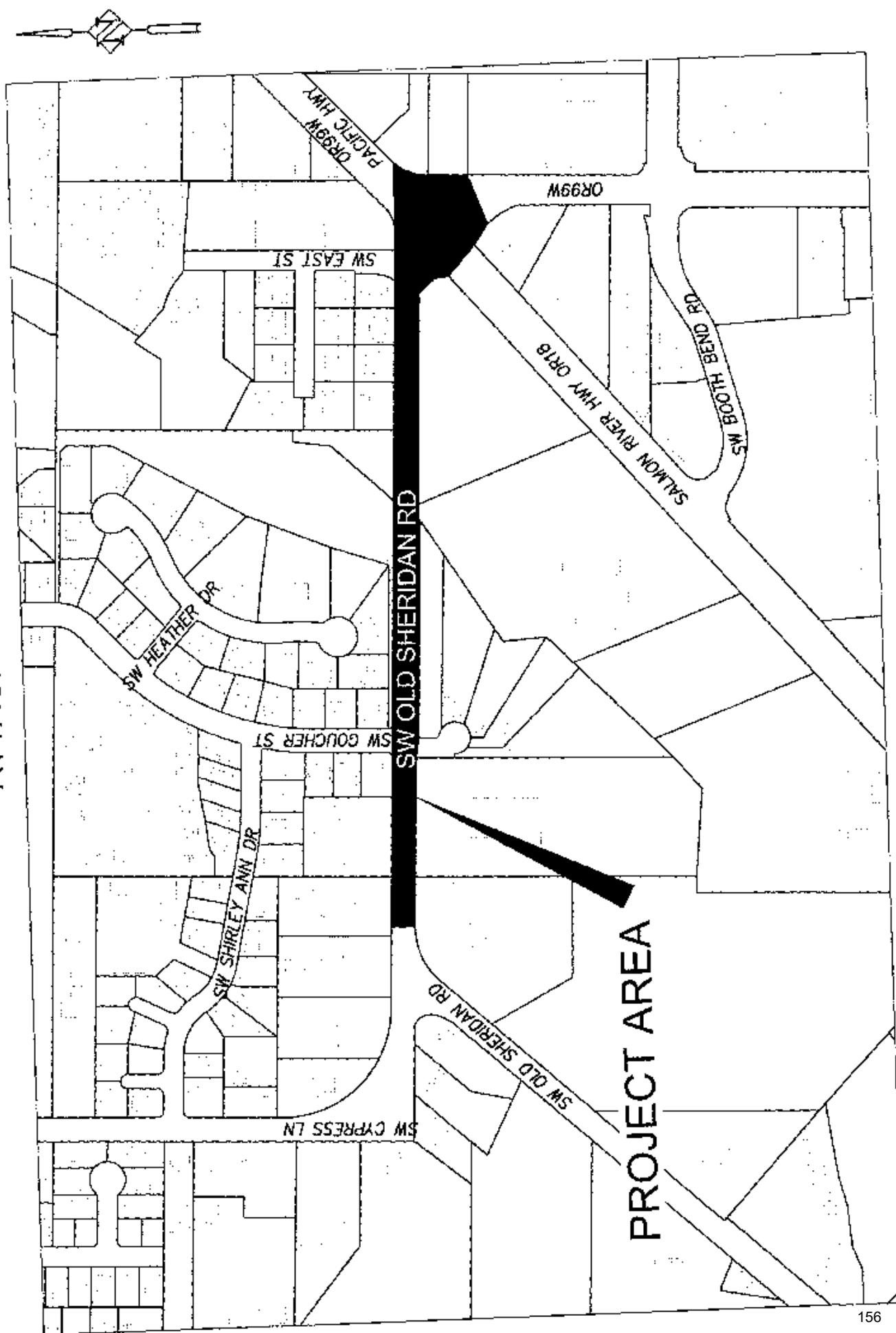
MAYOR

Approved as to form:



CITY ATTORNEY

ATTACHMENT 2



VICINITY MAP

ATTACHMENT 3

Old Sheridan Road Improvements-Parcel & Temporary Construction Easement Acquisition

File Number	Taxlot Number	Property Owner	Property Address	Fee	TCE	ROW to be Acquired?	Comments
1	1700 44 298D	Gary & Paula Mackey	1125 SW Old Sheridan Road	371 SF	953 SF	Yes	In order to have the necessary space to construct retaining walls and sidewalks.
2	1800 44 298D	Brandi Printer	1133 SW Old Sheridan Road	175 SF	808 SF	Yes	In order to have the necessary space to construct retaining walls and sidewalks.
3	1900 44 298D	Jackson Miller & Kathleen Spring	1149 SW Old Sheridan Road		1044 SF	No	In order to have the necessary space to construct retaining walls and sidewalks.
7	2600 44 298D	SMS Mobile Homes, Inc.	1120 SW Old Sheridan Road	1748 SF	5198 SF	Yes	In order to realign Old Sheridan at its intersection with Highway 99W and to provide space for the construction of a dedicated left turn lane, bike lanes and sidewalks.

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1700

OWNER: Gary P. Mackey
Paula Safford Mackey

Page 1 of 3

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as Instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+50.00		30+02.49	32.88 feet in a straight line to 34.63 feet
30+02.49		30+43.66	34.63 feet, around a curve to the right with a radius of 342.54 feet, a length of 45.77 feet, and which the long chord bears South 87°51'13" East, a distance of 45.73 feet to 36.00 feet
30+43.66		30+53.18	36.00 feet, around a curve to the right with a radius of 341.00 feet, a length of 10.65 feet, and which the long chord bears South 81°24'01" East, a distance of 10.64 feet to 36.00 feet
30+53.18		30+53.41	36.00 feet in a straight line to 34.41 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 371 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to Gary P. Mackey and Paula Stafford-Mackey that Statutory Warranty Deed recorded September 6, 2017 as Instrument No. 2017-14380, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the above described center line described above.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
29+55.00		30+02.31	38.05 feet in a straight line to 39.63 feet
30+02.31		30+16.63	39.63 feet, around a curve to the right with a radius of 347.54 feet, a length of 15.95 feet, and which the long chord bears North 89°38'01" East, a distance of 15.95 feet to 40.10 feet
30+16.63		30+16.20	40.10 feet in a straight line to 51.19 feet
30+16.20		30+55.00	51.19 feet in a straight line to 55.91 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

Containing 953 square feet, more or less.



Renewed through 6-30-2021

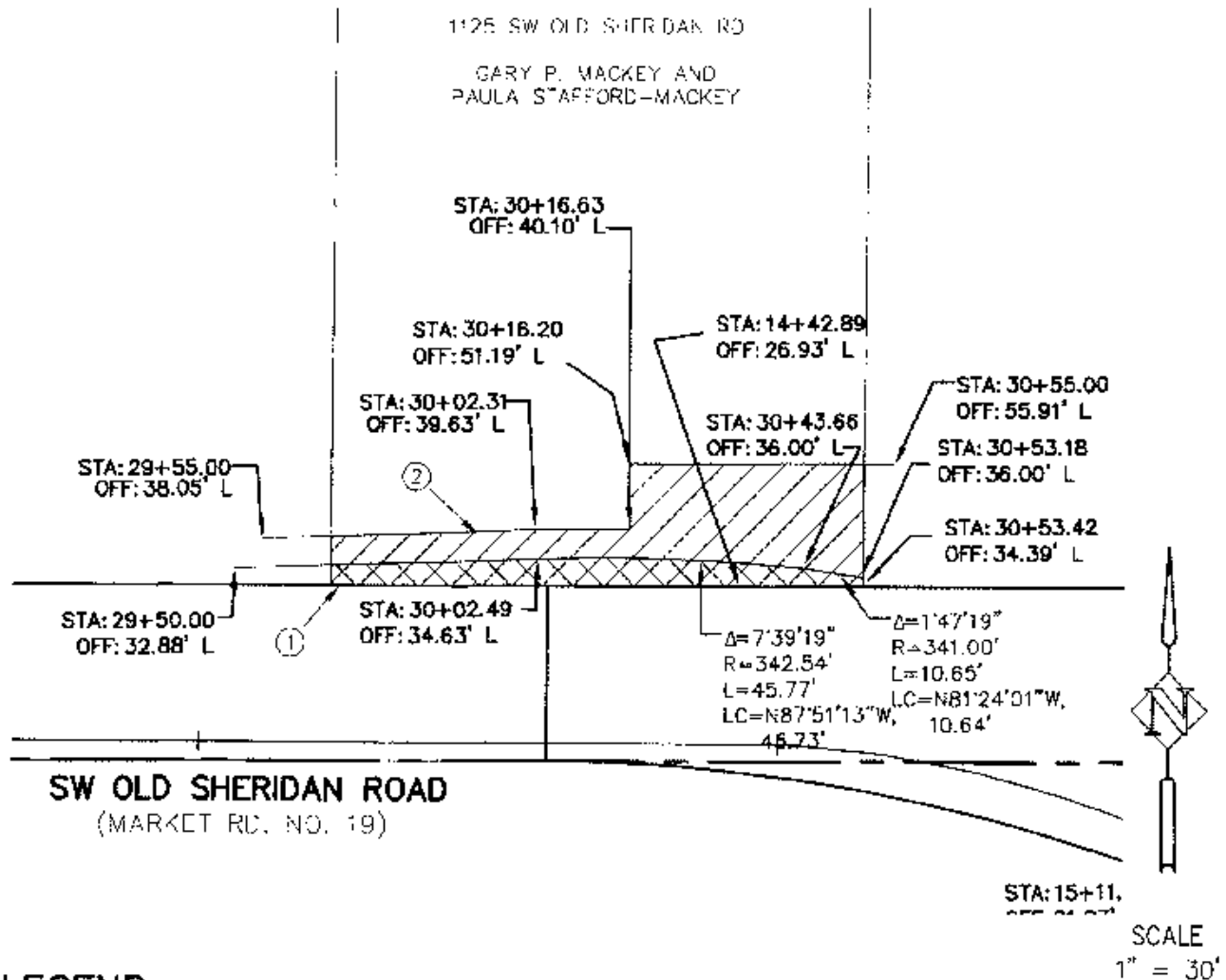
EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT

4S4W29BD
TL 1800

4S4W29BD
TL 1700

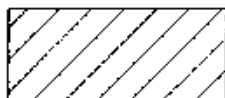
4S4W29BD
TL 1600



LEGEND



① FEE SIMPLE
± 371 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 853 SQ.FT

SEE ATTACHED
LEGAL DESCRIPTION



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Houf Peterson
Righellis Inc.**

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EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-1800

OWNER: Brandi Pointer

Page 1 of 2

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

Station	to	Station	Width left of Centerline
28+63.61		29+70.00	30.00 feet in a straight line to 33.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 175 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

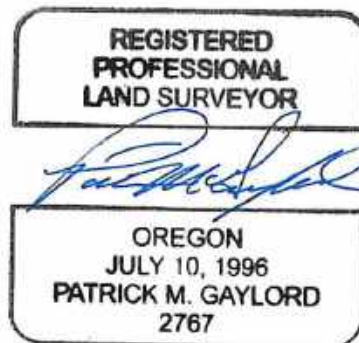
A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 6, 2017 as Instrument No. 2017-17861, Records of Yamhill, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line described above.

Station	to	Station	Width left of Centerline
28+70.00		29+32.66	35.22 feet in a straight line to 37.30 feet
29+32.66		29+32.22	37.30 feet in a straight line to 50.66 feet
29+32.22		29+58.20	50.66 feet in a straight line to 51.53 feet
29+58.20		29+58.65	51.53 feet in a straight line to 38.17 feet
29+58.65		29+70.00	38.17 feet in a straight line to 38.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

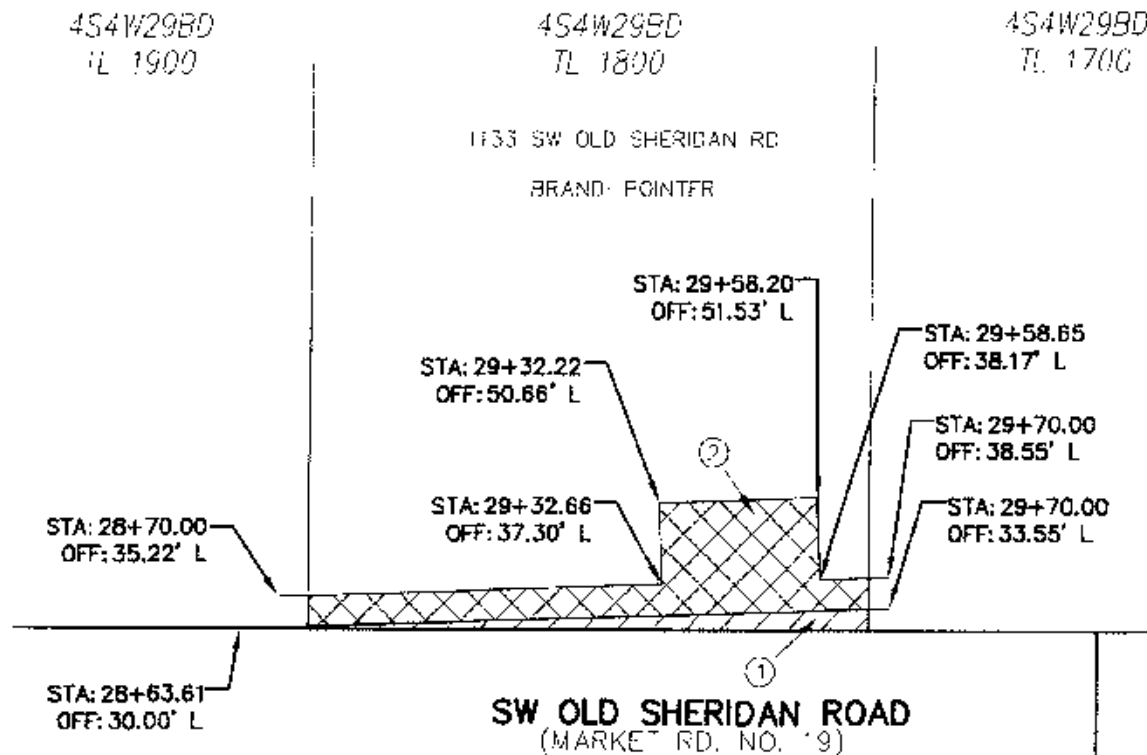
Containing 808 square feet, more or less.



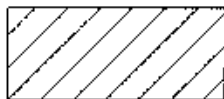
Renewed through 6-30-2021

EXHIBIT "B"

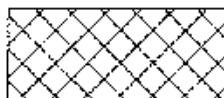
FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT



LEGEND



① FEE SIMPLE
± 175 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 808 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



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MAC-02 GCB 08/01/2019 PAGE 1 OF 1

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD-01900

OWNERS: Jackson B. Miller and
Kathleen M. Spring

Page 1 of 2

Parcel 1 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Jackson B. Miller and Kathleen M. Spring in Statutory Warranty Deed recorded November 20, 2017 as Instrument No. 2007-24905, Records of Yamhill County, said parcel being that portion of said property included in a strip of land, variable in width, and lying northerly of the following center line as described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width left of Centerline</u>
27+50.00		28+48.54	33.56 feet
28+48.54		28+48.54	33.56 feet in a straight line to 58.13 feet
28+48.54		28+73.25	58.13 feet in a straight line to 58.13 feet
28+73.25		28+74.01	58.13 feet in a straight line to 35.35 feet
28+74.01		28+80.00	35.35 feet in a straight line to 35.55 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 1044 square feet, more or less.

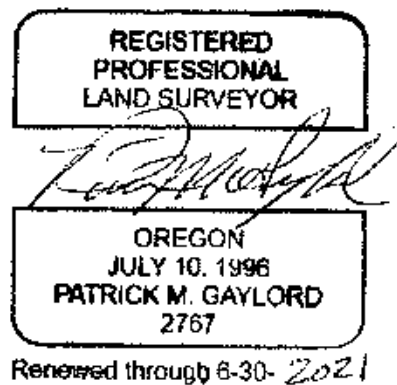
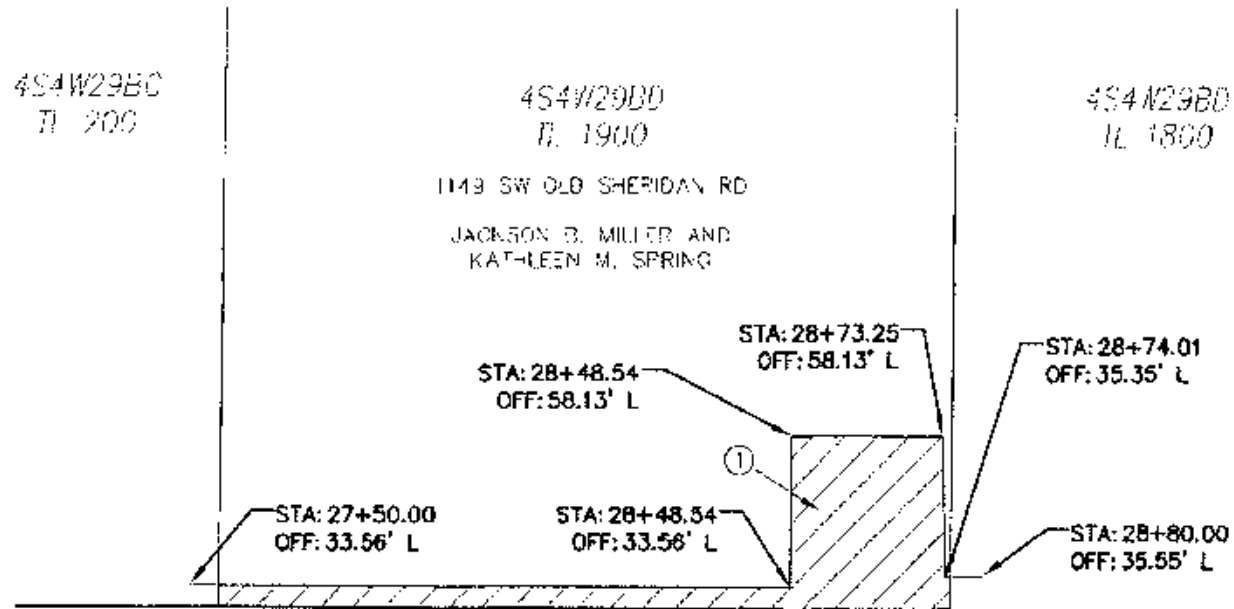


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

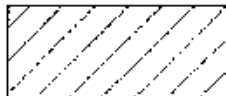


28+00

SW OLD SHERIDAN ROAD
(MARKET RD. NO. 19)

29+00

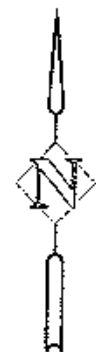
LEGEND



① TEMPORARY
CONSTRUCTION EASEMENT
± 1,044 SQ.FT.



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Righellis Inc.**



SCALE
1" = 30'

SEE ATTACHED
LEGAL DESCRIPTION

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MAC-02

GCB

08/02/2019

PAGE 1 OF 1

EXHIBIT A

August 2, 2019

Map & Tax Lot No.
4S 4W 29BD - 2600

OWNER: SMS Mobile Homes, Inc.

Page 1 of 3

Parcel 1 (Fee Simple)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to J&M Homes, LLC, an Oregon Limited Liability Company in a Memorandum Agreement and Assignment of Rents recorded March 5, 2014 as Instrument No. 2014-02402, Records of Yamhill County, said parcel included in a strip of land, variable in width, said line is to be lengthened or shortened to terminate at the boundary lines of said property lying southerly of the following center line as described below.

Beginning at the intersection of SW Old Sheridan Road (Market Road No.19) and SW Cypress Lane, a 5/8-inch iron rod with a yellow plastic cap in monument box inscribed "G & L Land Surveying", origin unknown, and with an Engineer's Station of 13+41.81 said intersection bears South 89°42'31" East, a distance of 341.81 feet from the southwest corner of the S.F. Stagg Donation Land Claim No. 55 marked with a 2-1/2 inch brass disk in a monument box inscribed "Yamhill County Surveyor D.L.C. #55 S.W. Cor." as set in Yamhill County Survey Records; thence South 89°42'31" East, along the existing center line of SW Old Sheridan Road (Market Road No.19), a distance of 1662.38 feet to Engineer's Station 30+04.19 and the beginning of the new center line, being at the beginning of a 305.00 foot radius curve to the right, having a central angle of 45°46'44" (the long chord of which bears South 66°49'10" East, 237.26 feet), 243.69 feet to Engineer's Station 32+47.90; and a point on the existing center line of Salmon River Highway (Oregon State Highway 18), Engineer's Station 16+55.77 and the terminus of this description.

Bearings are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.0.

The widths in feet of said strip of land referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width right of Centerline</u>
28+63.61		30+03.19	30.00 feet in a straight line to 34.65 feet
30+03.19		30+43.52	34.65 feet, around a curve to the right with a radius of 267.16 feet, a length of 35.80 feet, and which the long chord bears South 83°57'52" East, a distance of 35.77 feet to 36.00 feet
30+43.52		31+22.29	36.00 feet, around a curve to the right with a radius of 269.00 feet, a length of 69.47 feet, and which the long chord bears South 74°55'19" East, a distance of 69.28 feet to 36.00 feet
31+22.29		31+48.55	36.00 feet, around a curve to the right with a radius of 121.00 feet, a length of 23.17 feet, and which the long chord bears South 62°02'14" East, a distance of 23.14 feet to 37.22 feet
31+48.55		31+56.89	37.22 feet, around a curve to the right with a radius of 28.00 feet, a length of 7.51 feet, and which the long chord bears South 48°52'02" East, a distance of 7.49 feet to 38.90 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

Containing 1,748 square feet, more or less.

Parcel 2 (Temporary Construction Easement)

A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, being a portion of that tract of land as conveyed to SMS Mobile Homes, Inc. in a Memorandum Agreement and Assignment of Rents recorded March 5, 2014 as Instrument No. 2014-02402, Records of Yamhill County, said parcel included in a strip of land, variable in width, lying southerly of the following centerline as described above.

Station	to	Station	Width right of Centerline
25+50.00		28+63.52	35.00 feet in a straight line to 35.00 feet
28+63.52		29+53.27	35.00 feet in a straight line to 37.99 feet
29+53.27		29+52.33	37.99 feet in a straight line to 85.58 feet
29+52.33		29+96.57	85.58 feet in a straight line to 86.87 feet
29+96.57		30+30.21	86.87 feet in a straight line to 73.25 feet
30+30.21		30+17.79	73.25 feet in a straight line to 54.86 feet
30+17.79		30+17.14	54.86 feet in a straight line to 35.12 feet

EXCEPTING therefrom that portion lying within the existing right of way of SW Old Sheridan Road (Market Road No. 19).

EXCEPTING therefrom that portion lying within Parcel 1.

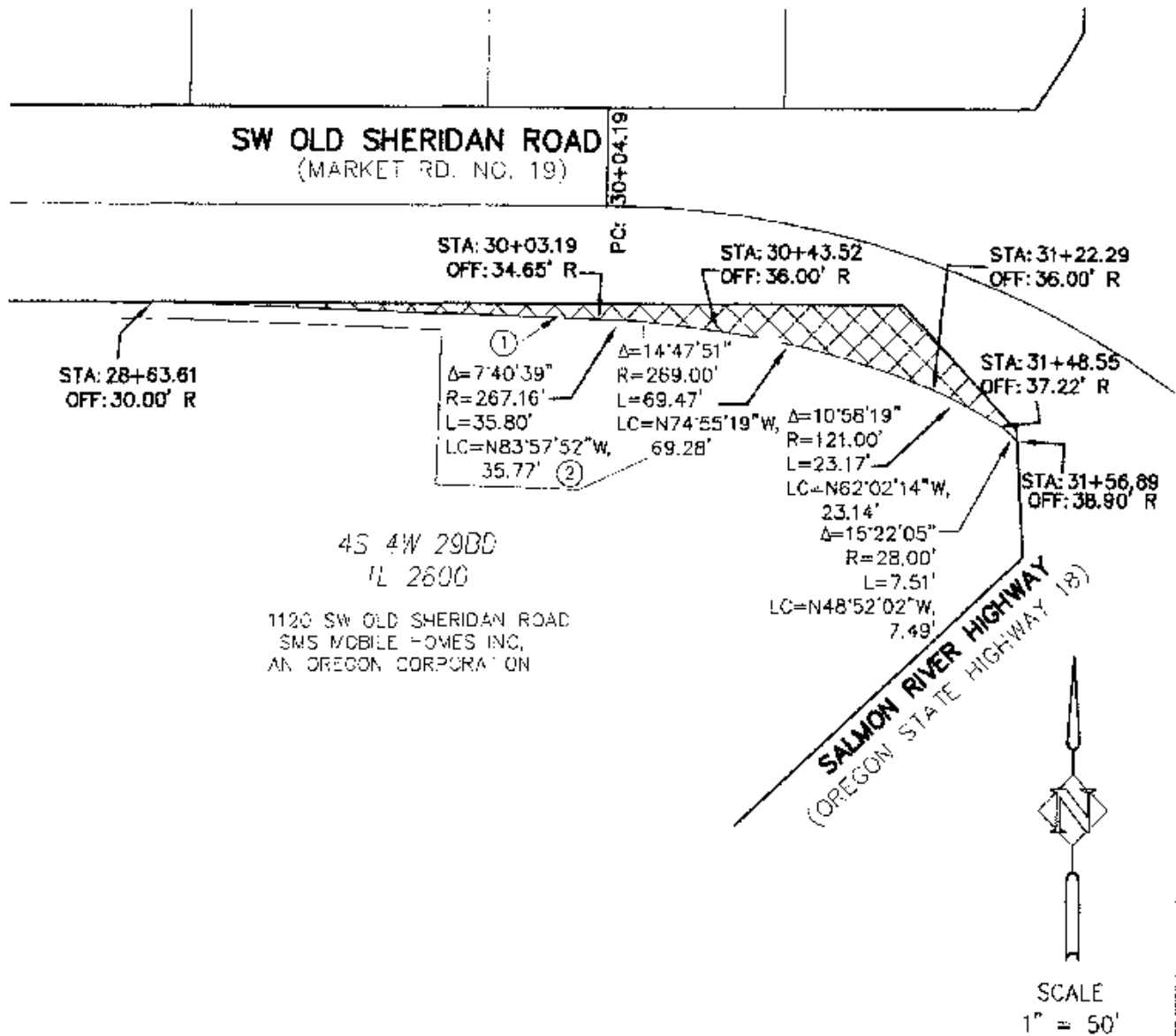
Containing 5,198 square feet, more or less



Renewed through 6-30-2021

EXHIBIT "B"

FEE SIMPLE



LEGEND



① FEE SIMPLE
 1 1748 SQ. FT.



Harper
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Righellis Inc.

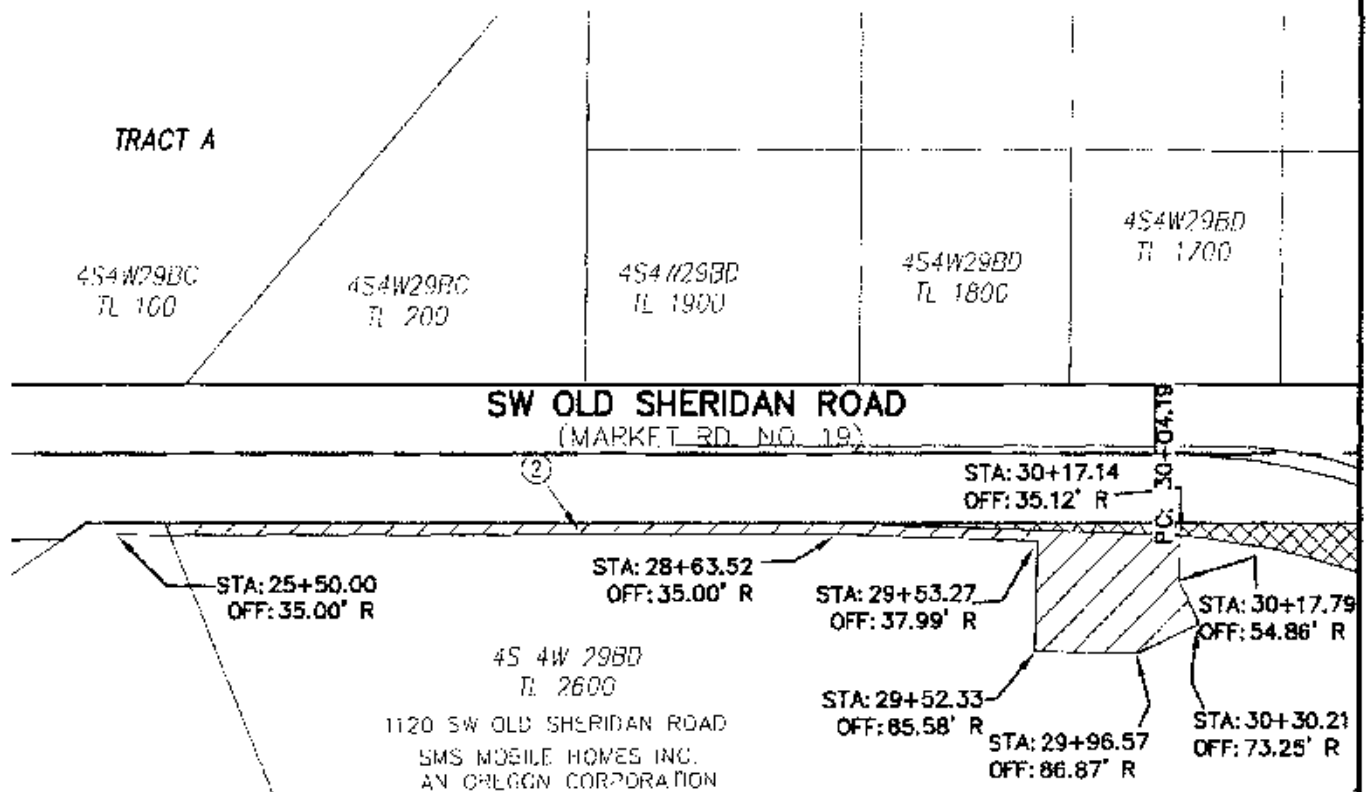
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 MAC-02 GCB 08/02/2019 PAGE 1 OF 2

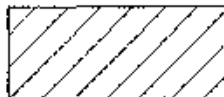
SEE ATTACHED
 LEGAL DESCRIPTION

EXHIBIT "B"

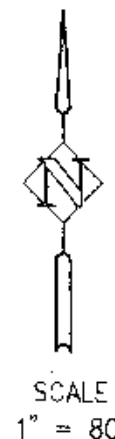
TEMPORARY CONSTRUCTION EASEMENT



LEGEND



② TEMPORARY CONSTRUCTION EASEMENT
+ 5198 SQ. FT.



SEE ATTACHED
LEGAL DESCRIPTION



**Harper
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