



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

City Council Meeting Agenda
Tuesday, May 12, 2020
5:30 p.m. – Level 10 Meeting
7:00 p.m. – Regular Council Meeting
REVISED 05/11/2020

Welcome! The public is welcome to attend, however if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's Executive Order 2020-12 we are limiting the amount of people at Civic Hall and if we meet capacity we may ask you to leave.

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- Email at any time up to 12 p.m. the day of the meeting to Claudia.Cisneros@mcminnvilleoregon.gov;*
- If appearing via telephone only please sign up prior to the meeting by emailing the City Recorder at Claudia.Cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;*
- Join the zoom meeting; send a chat directly to City Recorder, Claudia Cisneros, to request to speak and use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic.*

You can live broadcasts the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:
www.mcm11.org/live

LEVEL 10 MEETING: *You may join online via Zoom Meeting:*
<https://mcminnvilleoregon.zoom.us/j/95791769929?pwd=N29ZN21NSmNHRy9qYkhFUeWwWjJLUT09>
Zoom ID: 957-9176-9929
Zoom Password: 882050

*Or you can call in and listen via zoom: 1-253- 215- 8782
ID: 957-9176-9929*

CITY COUNCIL REGULAR MEETING: *You may join online via Zoom Meeting:*
<https://mcminnvilleoregon.zoom.us/j/94080207174?pwd=N080akhXbVIYbDlzUWxaQXplQmxDUT09>
Zoom ID: 940-8020-7174
Zoom Password: 056423

*Or you can call in and listen via zoom: 1-253- 215- 8782
ID: 940-8020-7174*

5:30 PM – LEVEL 10 MEETING – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER
2. CONTINUED CITY COUNCIL LEVEL 10 MEETING DISCUSSION FROM APRIL 28, 2020.
3. ADJOURNMENT

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER & ROLL CALL
2. PROCLAMATION
 - a. National Public Works Week Proclamation
 - b. National Police Week Proclamation
 - c. Salvation Army Week Proclamation
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: 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. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*
4. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports
5. RESOLUTION
 - a. Consider **Resolution No. 2020-29**: A Resolution - Awarding the contract for the Lafayette Avenue Overlay, Project 2019-9.
 - b. Consider **Resolution No. 2020-30**: A Resolution approving the acquisition of property and a temporary construction easement from SMS Homes for the Old Sheridan Road Improvements transportation bond project.
 - c. Consider **Resolution No. 2020-31**: A Resolution approving an Intergovernmental Agreement (IGA) between the City of McMinnville and McMinnville Water & Light (MWL) for construction costs related to new public water main & electric facility improvements for the Old Sheridan Road Transportation Bond measure project.
6. ADJOURNMENT

City Council Level 10 Monthly Team Meeting Agenda

Date: 5-12-2020

Time: 5:30-7pm

Meeting Facilitator: Wendy Stassens

In Attendance:

Absent:

Agenda:

Suggested preparation for this meeting:

- (1) Review the meeting agenda
- (2) Action Items: None for this meeting
- (3) Preparation for the IDS Discussion:
 - a. Topic selected for this meeting: ***Continued discussion on Fire Department interim solutions while we work towards the Fire District.***
 - b. Read Safer Grant materials provided by the fire department
 - c. In preparing your thoughts for discussing this IDS topic, consider these questions:
 - i. What is the root problem we are trying to solve?
 - ii. What is the data that we need to collect and share to come up with effective solutions for this problem?
 - iii. What does an effective solution for this problem look like?

-
- (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.

Last Meetings Action Items: 10 Min.

1. **Peralta - ACTION ITEM:** *Sal to work with staff to get DEQ item on a Work Session Agenda and provide more information in writing to Council.*

2. **Stassens - ACTION ITEM:** *Work with Claudia to send out master issue list for input for future Level 10 meetings to add to IDS.*
3. **Stassens – ACTION ITEM:** *Get Master Issues list updated and have Council vote on what’s priority in regards to COVID-19 and have another meeting in May to discuss COVID-19.*
4. **Hill – ACTION ITEM:** *Have a better communicative relationship and get Lindsey Manfrin with the County involved in COVID-19 discussions with Council.*
5. **Towery – ACTION Item:** *Describe in more detail difference in admin position for staffing changes over the past 11 years.*

New Actions: 0 Min

Identify/Discuss/Solve Issues: 70 Min
No 911 IDS this week

Issues List IDS

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

Issue for this Level 10 Meeting: Continued Discussion - Fire Department interim solutions while we work towards the Fire District.

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.

Zack Geary-
Sal Peralta-
Remy Drabkin-
Adam Garvin-
Kellie Menke-
Scott Hill-
Jeff Towery-
Rich Leipfert-
Susan Muir-



MEMO:

DATE: May 7, 2020
TO: Jeff Towery, City Manager
FROM: Claudia Cisneros, City Recorder
SUBJECT: Level 10 Meeting

Report in Brief: *Continued discussion from 4-28-2020, Level 10 Meeting regarding Fire Department interim solutions while we work towards the Fire District. Follow up material for this agenda topic will be available by Friday, May 8th, 2020.*



**City of McMinnville
Fire Department**
175 NE 1st Street
McMinnville, OR 97128
(503) 435-5800
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 8, 2020
TO: Mayor and City Councilors
FROM: Executive Team
SUBJECT: Level 10 Meeting “Safer Grant” Follow up

Report in Brief:

This staff report is presented to the Mayor and City Council by the entire Executive Team. Like other issues that carry broad organizational impacts, this team typically reviews, analyzes and comes to consensus before implementing such an initiative or presenting items to the Mayor and City Council for guidance and implementation. While Chief Leipfert is the primary author of this report, other team members, including the City Manager and Human Resources Manager provided support as well. In addition, the Finance Director has prepared a separate memo that is included as an attachment to this report.

In 2019 the City Council prioritized the need to “Identify a strategy for long term increase in stable Public Safety Services.” The Council also prioritized the need to “Conduct a feasibility study for the creation of a new district.” As a result of that direction and through engagement with our partners, the City has entered into a \$70,000 consolidation feasibility study to work toward meeting those goals.

Using six distinct evaluation methods, the study includes thorough analysis of Finances, Management Components, Capital Facilities, Apparatus, Staffing, Service and Delivery performance and will provide the City options that focus on cost-effective strategies with the best chance of success and the highest possibility for service improvement.

The study is expected to be complete in July 2020 allowing for the time needed to engage with our partners and community members on identified strategies and recommendations. Information from the feasibility study and the community and partner engagement will help inform the City Council in the decision-making process. It is the staff’s goal that the City Council is well-informed with data from the study and community engagement process before making a decision on how to bring long-term stability to public safety services in McMinnville and the surrounding area.

During the previous City Council Level 10 meeting there were several questions that needed follow up. This report presents responses to answer the questions and clarify perceptions around the departments’ information provided.

Discussion:

City Council asked about staffing increases and, more specifically, the administrative staffing increases in the Fire Department over the last several years. The administrative staffing levels for the Fire Department are the same today as they were in 2008: seven full time staff with four of those being uniformed members of the department. That does not include the Training Chief position that is funded through a contract with the Amity Rural Fire District. The 30% increase in Fire Department staffing since 2010, spoken to by the City Manager, also did not include that position. Those increases were implemented in incremental steps with sustainable funding sources before they were authorized. The staffing increases since 2009 have solely been increases in paid firefighters.

There was a lot of dialogue regarding the Fire Department's ability to meet response time goals. Response time goals, while important, are only one tool we use to measure the effectiveness of our department. The study will use response time goals and other performance indicators to evaluate the feasibility of consolidating to form a district.

The response time goal is viewed as pass or fail; calls with a response time of less than 6 minutes pass and more than 6 minutes fail. The last report provided to City Council stated that we met the 6 minute or under response time goal for fire calls on 36% of the calls in the last three years. Using an overall average instead of a pass fail shows that in 2019, the average response time on fire calls for the paid staff Engine 1 was 6:27. While that average response time is considered failing by our performance measure goals, it is only one indicator of our department's performance. And, while improving response times is clearly a Department goal, leadership is not confident in recommending changes to the department's staffing structure without the informed recommendations from the consolidation feasibility study.

The Resource Distribution Analysis portion of the feasibility study will identify potential locations of additional stations to meet response time goals. One reason we predominantly struggle to meet response time goals because we respond from the station in the middle of the City, making it difficult to respond to calls on the periphery of the community in less than 6 minutes. While additional staff will positively impact the overall workload of our employees, the response times will only see significant improvement from an additional station or stations in the community. The attached map indicates estimated driving times and has the 2019 "in City" fire calls plotted.

The Council questioned the disparity between the numbers of fire calls we evaluate for response times vs. the overall number of calls designated as "Fire Calls". The chart below demonstrates the distinction. The line indicated as "Fires" is the line we use for fire call response times. The remaining lines above the EMS line are classified as Fire Calls, however that naming convention can be misleading: a large portion of those calls are service calls, responses to fire alarms, or good intent calls that are not held to the response time or staffing requirements.

ACTUAL INCIDENTS (List last 5 years)	(2017)	(2018)	(2019)
Fires (Used for response times)	126	119	122
Rupture or Explosions (NFIRS 200 codes)	3	4	1
Hazardous Conditions (NFIRS 400 codes)	80	59	78
Service Calls (Public Assistance)(Unauthorized Burning)(Cover or Fire Move up)	202	256	251
Good Intent (Dispatched and Canceled en route)(No call Found)	721	722	720
False Alarm/Calls (NFIRS 700 codes)	241	194	282
Severe Weather (NFIRS 800 codes)	0	0	0
Special Incidents (NFIRS 900 codes)	1	6	1
Other	3	6	56
Fire Total	1377	1376	1512
EMS & Rescues (NFIRS 300 codes)	6661	6372	6102
Annual Totals:	8038	7739	7614
Ambulance Transports	5234	4902	4792

Attachment:

1. Memorandum – Financial Impact of adding a SAFER grant in FY2020-21 on the General Fund
2. Map – 2019 Fire Calls

Recommendation:

The Executive Team recommends that the City defer application for any SAFER Grant until such time as a staffing proposal is presented in the context the Consolidation Feasibility Study and is supported by a sustainable funding model.



City Of McMinnville
Finance Department
230 NE Second Street
McMinnville, Or 97128
503-434-7301

www.mcminnvilleoregon.gov

MEMO

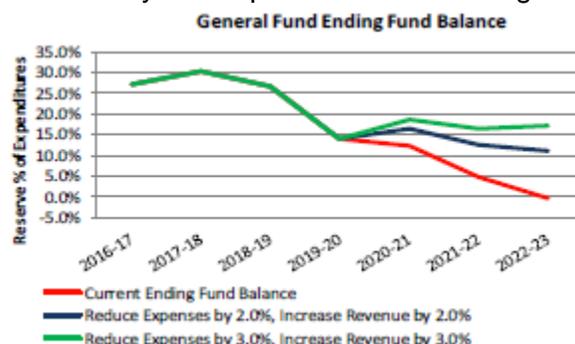
DATE: May 11, 2020
TO: Jeff Towery, City Manager; Rich Leipfert, Fire Chief; Mayor Hill and City Councilors
CC: City of McMinnville Executive Team
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Financial Impact of adding a SAFER grant in FY2020-21 on the General Fund

As a new member of the City of McMinnville team, I can tell you a number of things impress me about this organization: the collaborative, highly professional staff leadership team; a governing body which prioritized doing the exhaustive work to establish a city vision and strategic priorities with the input of a broad representation of people across diverse sectors of the community; and creative, committed colleagues throughout the organization who are delivering on our public service mission in the midst of unprecedented uncertainty due to the public health emergency and resulting economic fallout.

I understand Chief Leipfert is nearing the end of a study to look at options for creating a more sustainable financial model to support the critical services in the areas of fire safety and ambulance-emergency response, an activity which speaks to two strategic priorities: City Government Capacity and Community Safety and Resiliency. In that context, I recommend waiting to consider potentially significant and long term financial investments in that department until after the study has been completed and the governing body - and larger community - have an opportunity to review the data and recommendations and give guidance to staff on the course of action to pursue. Certainly, the SAFER grant might be a key component to the longer term strategy to deliver quality fire and ambulance services to McMinnville not just now but into the future.

Proposing a balanced budget to the Budget Committee was a challenging process this year as resources available do not stretch to maintain current service delivery levels across the general fund as well as make planned strategic investments including meeting recommended facilities maintenance schedules, taking advantage of a State of Oregon employer incentive program to reduce long term PERS rates, adding staffing capacity to allow the city to make more progress towards its strategic goals or funding the reserve at the targeted 17-20% level.

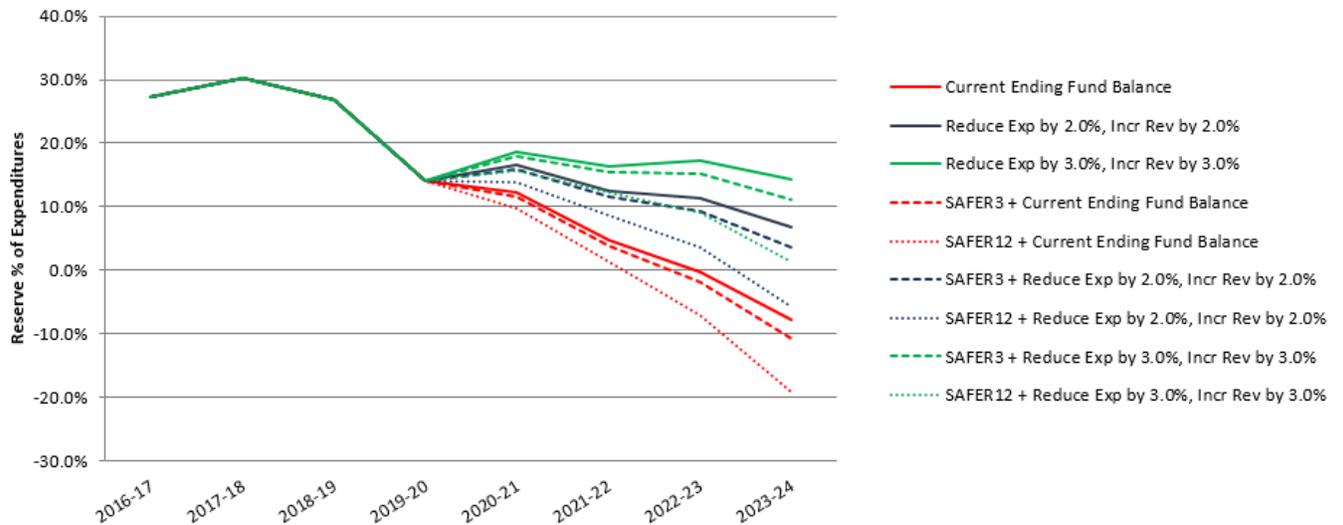
The general fund ending fund balance picture for the next three years is presented in the budget message of the FY2020-21 Proposed Budget (page 3 of the document). This graph shows that continuing on the current path is not sustainable and that bending the financial curve to meet a reserve of two months of operating reserves requires cost reduction and revenue expansion actions. The best case scenario of reducing cost and increasing revenues by three percent translates to a net gain of year end general fund resources of approximately \$2 million each year.



The impact of COVID-19 on operational cost and revenue levels is beginning to make itself known but today we simply can't discern the extent of those consequences nor their duration. It also is relevant to point out that the government sector tends to lag behind the private sector during cyclical economic downturns; while the current economic decline is atypical, it is a safe bet that we will be managing downstream effects of this crisis for the next two or more property tax valuation and state revenue sharing cycles. Long term impact on basic municipal cost drivers such as our pension rates or health insurance premiums are highly difficult to anticipate at this stage. The very real potential of pandemic-induced negative financial impact on fee-based programs throughout FY2020-21, unrestricted revenue levels and carrying costs for basic services makes me hesitant to recommend new initiatives until we have a stronger handle on the extent of those impacts.

Utilizing pre-COVID-19 assumptions, incorporating the SAFER grant into our general fund commitments has a negative impact on the general fund's ending fund balance. The updated projection includes an additional year in order to capture the first year the City will need to assume the full freight of maintaining increased fire department staffing levels supported by the grant in year four. I am concerned about making a financial commitment that adds \$485,000 (three person grant) or \$2,000,000 (twelve person grant) to that heavy organizational lift and could not in good conscience recommend it to the Council unless it was examined in the context of the entire organization and its overall strategic priorities supported by scarce unrestricted general fund dollars.

General Fund Ending Fund Balance with SAFER Grant Options Included



The three person scenario in year 1 and 2 could conceivably be funded by the McMinnville Fire Department (MFD) by a combination of reducing materials and services and hours for staff in non-fire fighter roles. Year 3 would require almost \$200,000 in incremental cuts which translates to more than the cost of a full time administrative staffer and is a level that it's hard to imagine could be fully offset within the MFD budget alone. The additional incremental cost in year 4 of over \$170,000 seems likely would fall to other general fund departments to cover. In FY2023-24 a patrol officer position will average approximately \$150,000 a year; a parks maintenance staffer will likely be just over \$100,000 all in; a full-time staffer in the library will range from \$70,000 to \$115,000.

The twelve person scenario will require just over \$2 million in carrying costs added to general fund commitments once the grant has ended. Significant adjustments to - or potentially the elimination of - service activities in other parts of the city's portfolio would be required to maintain the larger MFD workforce. For reference, current program investments for the City of McMinnville are summarized below.

- Engineering requires over \$1 million a year in unrestricted resources
- The Planning Department at current staffing levels will draw in the vicinity of \$1.5 million in unrestricted dollars four years from now
- Patrol field operations in FY2020-21 total \$5.2 million, likely \$6 million in FY2023-24; a trade-off within public safety spending would mean reducing police patrol operations by approximately one-third
- The Parks and Recreation programming will draw \$1.7 million in unrestricted support (covid-19 impacts are not factored in) next fiscal year, growing to approximately \$2 million four years from now (assuming no change to current fee structures)
- Parks Maintenance is \$1.4 million next year, a budget which includes no major park equipment replacement projects
- The Library requires \$1.6 million for FY2020-21, a budget which does not include any significant building maintenance or safety enhancements projects

It will be challenging to find the net \$2 million in annual financial gains required to rebuild general fund reserve levels to Council's targets for prudent fiscal management. Factoring an additional \$2 million starting in FY2023-24 into the equation is impossible for me to imagine without a significant organizational restructuring.

Which brings me back to the MFD's study into a more sustainable service delivery model. Finding a fundamentally different way to fund fire and ambulance services is an imperative not only for the heroic work that department undertakes on behalf of all citizens of and visitors to McMinnville. Identifying this model will also have a positive impact on the overall city's financial trajectory and its ability to find sustainable pathways for all the core services that the community values and depends on.

In short, I cannot recommend that the City apply for the SAFER grant in FY2020-21. Because this grant program is available on an annual basis, I urge that we be strategic in timing our application for this critical funding source in accordance with the MFP sustainable service delivery model the Council ultimately supports and analysis of near term economic conditions in the context of covid-19 and likelihood of support for voter-approved funding sources.

From: [Remy Drabkin](#)
To: [Claudia Cisneros](#); [Jeff Towery](#); [Rich Leipfert](#); [Walt Gowell](#)
Subject: FW: SAFER grant
Date: Thursday, May 7, 2020 12:53:24 PM

Remy Drabkin
McMinnville City Council
Ward 3
503-560-2003
Remy.Drabkin@mcminnvilleoregon.gov

-----Original Message-----

From: Vice President [<mailto:vicepres3099@gmail.com>]
Sent: Thursday, May 7, 2020 9:44 AM
To: Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>
Subject: SAFER grant

This message originated outside of the City of McMinnville.

Councilor Drabkin,

I was hoping to have a few minutes of your time this week or Monday of next week for a phone call. I'd love to better understand your feelings on the SAFER grant and answer any questions you may have about our position. I understand your time is valuable between running a business and city business so I understand if the conversation has to be brief. Please let me know if there is a time that would work best for you.

Thank you,

Dave Barsotti
Vice President
Local 3099
208-871-2998

From: [Remy Drabkin](#)
To: [Claudia Cisneros](#); [Jeff Towery](#); [Rich Leipfert](#); [Walt Gowell](#)
Subject: FW: Firefighters
Date: Thursday, May 7, 2020 12:52:42 PM

Remy Drabkin
McMinnville City Council
Ward 3
503-560-2003
Remy.Drabkin@mcminnvilleoregon.gov

-----Original Message-----

From: Scott Hakola [<mailto:scott.westhills@yahoo.com>]
Sent: Wednesday, May 6, 2020 8:38 PM
To: Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>
Subject: Firefighters

This message originated outside of the City of McMinnville.

Hey Remy,
I just saw this

Today the City of McMinnville was serviced by a 2 person engine company. Do you want adequate fire service? Call your City Councilors today and tell them to go after the federal grant to hire more firefighters. 12 new firefighter positions staffs a 2nd engine 24/7/365

Being a Retired Professional Firefighter I cannot imagine a 2 person engine company. Not only for Firefighter Safety but for the safety of the public. If you have a fire with a rescue involved 2 Firefighters won't be able to do their jobs safely. When seconds count you don't want to wait for additional help to arrive. Imagine waiting outside listening to people trapped in the house expecting help. Or having the family and neighbors screaming at you to DO SOMETHING.

Speaking as a tax paying citizen of McMinnville please don't let this continue.

Thank you,
Scott Hakola
1255 SW Russ Ln
McMinnville

Sent from my iPad

To: Council, Management Staff
From: Sal Peralta
Re: Fire Staffing / Level 10 Meeting
Date: 5/12/2020

Colleagues,

I wanted to share a few thoughts in writing with you for today's Level 10 meeting.

I am concerned about the staff reports at both of the last two level 10 meetings. I do not believe that the council has received an even-handed view of the data related to fire staffing and that this may have created a false impression of the situation among members of council.

I felt that the report in our previous meeting was misleading in its comparison of the growth of the department relative to other city departments without also noting the shift from volunteer to paid staffing and that both staff reports for the current meeting were deficient in that both ignored the possibility of a levy to address public safety for policy and fire in year 2 or 3 of the grant period.

I am persuaded about the need to address fire staffing and believe that the management staff is wrong. Rather than debate numbers promulgated by IAFF or the management team, I would instead like to call council's attention to the key findings of fact related to staffing levels and the conclusions of Joseph Duffy, the neutral arbiter who handled the labor case between IAFF 3099 and the city:

The Firefighters who testified at the hearing, and others whom the Parties stipulated would testify along similar lines, expressed heartfelt concerns about the impact the heavy Department workload has on their lives. The testimony in the record is reinforced by news articles that describe the challenges faced by the Department and the Chief's own comments to the City Council and the news media. (U8, U11)

Clearly, every community wants and needs a fire department that has the resources and staff to operate safely and effectively in its public safety mission. If employees are stretched too thin, so that morale suffers and the turnover rate reaches unacceptable levels, then clearly some remedial action becomes necessary.

Therefore, based on the evidence presented, a compelling need for change has been established.

Conclusion

No question exists that the Department has a significant retention problem. The retention issue leads to increased costs for training new hires and significant amounts of overtime. Because of turnover, the Department is forced to operate with a number of probationary and less experienced staff. More advanced staff training has to be given less priority because of the need to provide more basic training to new staff members.

The record clearly shows that the Department has problems with staffing and workload and those problems have a significant impact on the work-life balance of the Firefighters. Both

From: [Remy Drabkin](#)
To: [Claudia Cisneros](#)
Subject: FW: Please vote for safer staffing for our Fire Fighters
Date: Tuesday, May 12, 2020 5:48:14 PM

Remy Drabkin
McMinnville City Council
Ward 3
503-560-2003
Remy.Drabkin@mcminnvilleoregon.gov

-----Original Message-----

From: Jenny Robinson [<mailto:jrobins2222@gmail.com>]
Sent: Tuesday, May 12, 2020 10:25 AM
To: Scott Hill <Scott.Hill@mcminnvilleoregon.gov>; Kellie Menke <Kellie.Menke@mcminnvilleoregon.gov>; Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>; Wendy Stassens <Wendy.Stassens@mcminnvilleoregon.gov>; Sal Peralta <Sal.Peralta@mcminnvilleoregon.gov>; Zack Geary <Zack.Geary@mcminnvilleoregon.gov>; Adam Garvin <Adam.Garvin@mcminnvilleoregon.gov>
Subject: Please vote for safer staffing for our Fire Fighters

This message originated outside of the City of McMinnville.

City Council Members

My name is Jenny Robinson and I'm a nurse at WVMC. I understand how unsafe staffing can negatively affect the community and employees. Please support our local fire fighters and community by voting for safer staffing.

Thank you,
Jenny Robinson

Sent from my iPhone

From: [Remy Drabkin](#)
To: [Katie Quinlan](#)
Cc: [Claudia Cisneros](#); [Jeff Towery](#); [Rich Leipfert](#)
Subject: RE: Our Fire Departments needs us NOW
Date: Tuesday, May 12, 2020 9:56:31 AM

Hi Katie,

Thank you for your note.

Remy Drabkin
McMinnville City Council
Ward 3
503-560-2003
Remy.Drabkin@mcminnvilleoregon.gov

From: Katie Quinlan [mailto:klanglitz47@yahoo.com]
Sent: Tuesday, May 12, 2020 9:34 AM
To: Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>
Subject: Our Fire Departments needs us NOW

This message originated outside of the City of McMinnville.

Hi Remy,

My name is Katie Quinlan. I am currently an ICU Nurse at our local hospital who very closely works with our local firefighters/paramedics/EMT's. I am reaching out to you out of concern for our community and our local Fire Department.

For years, they have been understaffed. For years, they have not been meeting federal standard response times. For years, they have not been meeting the response times outlined by you and the rest of the City of McMinnville for Standards of Coverage. Those standards of coverage state that in a fire, the first out engine is to be on scene within 6 minutes. They are currently meeting that response time 36% of the time due to a lack of personnel. By federal standards, they are not able to provide the critical amount of staff needed to safely fight a fire. This is unacceptable. The citizens deserve better. Our families and our friends deserve better. The patients we serve at the hospital deserve adequate and timely fire and medical response. Our firefighters deserve the support of the City and the community by providing them adequate staffing. The amount the City of McMinnville has spent in turnover of employees and hiring and training new employees is astonishing. I know the employees of McMinnville Fire Department love the department they work for and the community they serve, but they are exhausted. They are consistently understaffed and overworked.

I am heartbroken that the first responders who put their lives on the line for you and the rest of this community are not a priority to you. It is time to put them first as they would do without hesitation for you if you needed them.

Please, I ask you to support the Fire men and women of McMinnville Fire Department by voting YES to a SAFER grant to hire 12 employees. They need our help NOW, not next year, or 5 years from now as we've all heard before. During this time of uncertainty where our local first responders are on the frontlines [24/7](#) during this pandemic, they deserve to know we support them and will do whatever it takes to provide for them and our community.

Thank you for your time,

Sincerely,

A very concerned Nurse and lifelong citizen of McMinnville

Katie Quinlan

Katie Quinlan

From: [Jeff Towery](#)
To: [City Council](#)
Cc: [EXECUTIVE TEAM](#)
Subject: FW: Fire department funding
Date: Tuesday, May 12, 2020 11:02:14 AM

Good Morning,

In case you are not aware, Mr. Quinlan is a member of the Local IAFF Executive Bd. as well.

Jeff

From: Kody Quinlan [mailto:kodquinlan18@yahoo.com]
Sent: Tuesday, May 12, 2020 10:23 AM
To: Scott Hill <Scott.Hill@mcminnvilleoregon.gov>; Sal Peralta <Sal.Peralta@mcminnvilleoregon.gov>; Wendy Stassens <Wendy.Stassens@mcminnvilleoregon.gov>; Kellie Menke <Kellie.Menke@mcminnvilleoregon.gov>; Zack Geary <Zack.Geary@mcminnvilleoregon.gov>; Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>; Adam Garvin <Adam.Garvin@mcminnvilleoregon.gov>; Jeff Towery <Jeff.Towery@mcminnvilleoregon.gov>
Subject: Fire department funding

This message originated outside of the City of McMinnville.

Dear City of McMinnville Decision Maker,

It has been brought to my attention that McMinnville Fire Department is dangerously understaffed and you have the opportunity and responsibility to do something about it tonight! As a concerned citizen, I want you to know that I want you to vote in support of adding 12 firefighters on a SAFER grant TODAY. This is your duty and obligation to ensure the fire department has the funding and staff necessary. What you don't change you choose. **CHOOSE TO VOTE YES ON 12 TODAY!**

Thank you,
Kody Quinlan

From: [Remy Drabkin](#)
To: [Jeff Towery](#); [Rich Leipfert](#); [Claudia Cisneros](#)
Subject: FW: Level 10 Meeting Information
Date: Tuesday, May 12, 2020 10:00:34 AM

Remy Drabkin
McMinnville City Council
Ward 3
503-560-2003
Remy.Drabkin@mcminnvilleoregon.gov

From: Todd Godfrey [mailto:president3099@gmail.com]
Sent: Monday, May 11, 2020 8:12 PM
Subject: Level 10 Meeting Information

This message originated outside of the City of McMinnville.

McMinnville City Councilors,

This email is to clarify a few things from the last level 10 meeting to help you make the right decision for the upcoming level 10 meeting.

First off, Thank You all for taking in all of the information and processing it so there can be an informed decision made. There has been a lot of discussions around the feasibility study that has not come out yet. This study will use the City's Standards as well as NFPA standards to come up with recommendations for staffing, as well as all the other factors they look at. So, it is completely safe to say that this study will come out and tell us all that McMinnville needs another staffed fire engine in the city limits since we are not currently meeting our response standards (36% of the time) or effective firefighting force standards (0% of the time). (see below)

"Depending upon the nature of the project, ESCI will apply local and regional standards; and relevant standards and criteria from the National Fire Protection Association (NFPA), Insurance Services Office (ISO); Commission on Fire Accreditation International (CFAI); Commission on Accreditation of Ambulance Services (CAAS); Commission on Accreditation of Medical Transport Systems (CAMTS); applicable health and safety requirements; and state and federal regulations relative to the fire service, EMS, and other emergency services.

Also something to consider is that if the City of McMinnville is reassessed in our ISO rating, there could be a financial impact on the citizens for not meeting the standards we set out for ourselves.

Next we would like to address the comments made on Fire Staffing vs EMS and SAFER only dealing with fire staffing. All SAFER hired positions should be cross trained in both Fire and

EMS. This is the normal standard across the state. The newly created positions must be designated to a fire vehicle that carries water and has a pump 50% of the time. The new positions could also be utilized to swing to an ambulance to reduce some, if not all, of the 169 moveups and 911 calls in 6 months that TVF&R alone provided for us. (Leipfert News Register 09/16/2019) It is not ideal to remove fire staffing for use in EMS when we are trying to meet our Response Time Standards, but in the situation McMinnville Fire is currently in it would be prudent.

There were comments made about buying fire trucks, we are not asking to purchase any new equipment, and we wouldn't need to. We have 3 other fire engines and a ladder truck that meet the requirements of SAFER and could be utilized for the new positions to operate from.

There was also a comment about the Battalion Chief position being made to appease the firefighters. We can assure you this was not the case. The BC role was created by fire admin and the union brought up several issues with removing the BCs from the engine and leaving the first out fire engine with only 2 people. This was fought during open City Council meetings and we finally rescinded our fight after we were told that restaffing the engine to at least 3 was the #1 priority of the Fire Chief and the City Council, that has not happened for the last 4 years.

In the Level 10 meeting Chief was asked about the email that the body sent to you, our elected officials. I assure you that the Fire Chief was given the commitment document that was created by Local 3099 and signed by every single member. He was given a copy over a week before the Level 10 meeting in his office which he stated he did not want to keep. Also, during our meeting the day before the council meeting he asked the Executive Board about the document once again and we offered to email it to him after the meeting, which he refused. We also offered to email him the other information with the stats and facts that was created by Local 3099 staff during that meeting, and he refused that as well. We are not hiding anything from him and are not trying to circumvent anything so from here on out everything that is emailed to you we will CC the Fire Chief on.

There was some conversation on staffing increases in the City. We would like to remind those on the council that the fire department's last 4 staffing increases were hired using a reduction in overtime expenses. Before that 6 part time positions were brought on fulltime while taking back night transfers to fund them. We have not asked for a line staff fire service increase in years. We have been funding all new line positions one way or the other ourselves through added income for the city. This rationale is fine when you are running an ambulance service, but for operating a Fire Department this way of staffing is insufficient to the needs of the City. There must be a knowledge that Fire Departments costs money, it does not bring in enough outside funding to pay for itself.

Mayor Hill brought up economy of scales in regards to districting, (00:28 in the last level 10 video), this is important because he is correct in saying that this will have more dollars to put "boots on the road" or firefighters in seats. With that said, our current population size easily warrants the added fire engine after which, if we do successfully district, more staff would be necessary. The mentality of not adding any staff and just pushing for a district completely negates the fact that we need the positions to serve this area now; the "stopgap" that Chief Leipfert has told us all, is needed to get to a district. McMinnville has the ability to sustain these added positions. It is the responsibility of our elected officials to secure the federal funding

available now.

As we are down in economy it is important to look back at what happened during the previous recession that occurred in 2008 and what the federal government's response was in regards to SAFER funding. We have compiled the last 10 years of grant info and emphasis the SAFER grant had.

2010 - grant went from 4 year to 2 year, **priority rehiring laid off firefighters**, unable to find a cost share amount

2011 - 2 year grant, no cost sharing, **priority rehiring laid off firefighters**

2012 - 2 year grant, no cost sharing, **priority rehiring laid off firefighters**

2013 - 2 year grant, no cost sharing, **priority rehiring laid off firefighters**

2014 - 2 year grant, no cost sharing, **priority rehiring laid off firefighters**

2015 - 2 year grant, no cost sharing, **priority rehiring laid off firefighters**

2016 - 3 year grant, years 1 and 2 - 75% cost share, year 3 - 35% cost share, **priority meeting NFPA 1710**

2017 - 3 year grant, years 1 and 2 - 75% cost share, year 3 - 35% cost share, **priority meeting NFPA 1710**

2018 - 3 year grant, years 1 and 2 - 75% cost share, year 3 - 35% cost share, **priority meeting NFPA 1710**

2019 - 3 year grant, years 1 and 2 - 75% cost share, year 3 - 35% cost share, **priority meeting NFPA 1710**

Quote from SAFER Grant

"The goal of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

...Ultimately, SAFER recipients should achieve more efficient responses and safer incident scenes; thereby ensuring communities have improved protection from fire and fire-related hazards."

We know the need to increase staffing. It would be fiscally irresponsible to further delay the hiring and to not use federal dollars. We can no longer wait until next year or the year after to add the staffing that our Standards of Coverage required eleven years ago. It will be several years until a district is formed and able to add staffing **"A unified fire district is still years away, Leipfert stressed."** (News Register Oct 24, 2019)

He also stated **"We're not meeting our standard requirements because we're coming out of a single station, and because we don't have enough resources to apply to those things as far as fire goes,"** (News Register Oct 24, 2019.)

Chief Leipfert stated we are **"...significantly behind the power curve without a second engine coming in in a faster time frame..."** Council work session 09/19/2018

In the same meeting he also stated, **"...there is no way 1 engine could work with a private ambulance to provide EMS assist in the city..."**

The City Council has the ability to direct the Fire Chief to apply for a SAFER Grant for 12 people now. The feasibility study will be back in July and the grant will be awarded between July and Sept. After the study is out we can determine if we will accept the grant or deny it. The need has been stated over and over again. We are not sure why the need is not being relayed today as much as it has been in the past, but all of the stats, facts, and figures still show the need to staff a second fire engine. It is time to act on the safety of the community and to meet the standards we have set out. If we are unable to meet our Standards with the SAFER Grant we will be back next year asking again for staffing, and the following year again asking for staffing. With the SAFER grant and 12 people, we will know we are adequately staffed going in to a district that we know is going to require at least 2 fire engines in the City.

Respectfully,

--

B. Todd Godfrey
President
Local 3099
(503)437-0166



National Public Works Week Proclamation

May 17 – 23, 2020

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of McMinnville; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for building, maintaining, improving and protecting our community's transportation, water and power supply, water and wastewater treatment systems, public buildings, parks and open spaces, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of McMinnville to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in our respective community; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby designate the week May 17 – 23, 2020 as

National Public Works Week

in the City of McMinnville, and I call upon all citizens, business leaders and civic organizations to recognize the substantial contributions that the employees of McMinnville Water & Light and the employees of the City's Engineering, Public Works, and Wastewater Departments make to protecting our health, safety, and quality of life.

IN WITNESS, WHEREOF, I hereunto set my hand and cause the Official Seal of the City of McMinnville to be affixed this 12th day of May 2020.

Scott A. Hill, Mayor



PROCLAMATION

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

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

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

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

Now, Therefore, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby proclaim May 10-16, 2020 to be:

National Police Week

and call upon all citizens of McMinnville and upon all patriotic, civic, and educational organizations to observe the week of May 10 – 16, 2020, as **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of McMinnville to observe May 15, 2020 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In Witness Whereof, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 12th day of May, 2020.

Scott A. Hill, Mayor



PROCLAMATION

WHEREAS, The Salvation Army, for over 155 years, has been meeting human and spiritual needs since 1865, when it was founded in England and has spread globally to provide services in 130 countries; and

WHEREAS, The Salvation Army has been meeting physical, emotional, and spiritual needs of the people of Oregon for 133 years; and

WHEREAS, In 2019 The Salvation Army assisted 6,041 Yamhill County residents, which included providing 29,640 meals; during Christmas assisted 1,064 residents by distributing 2,126 toys; and gave out a total of 237 food boxes; and

WHEREAS, The Salvation Army through the Oregon Energy Assistance Program has been able to help 231 residents; and

WHEREAS, The Salvation Army humbly appreciates the support of thousands of donors, volunteers, and staff who believe in the mission and enable the Army to make a difference in multitude of lives.

NOW, THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby proclaim May 11-15, 2020, as

SALVATION ARMY WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of McMinnville to be affixed this 12nd day of May, 2019.

Scott A. Hill, Mayor

STAFF REPORT

DATE: May 12, 2020
TO: Jeff Towery, City Manager
FROM: Roy Markee, Project Manager
SUBJECT: Lafayette Avenue Overlay Contract Award

Report in Brief:

This action is the consideration of a resolution to award a public improvement contract in the amount of \$1,291,576.20 to Baker Rock Resources for the construction of the Lafayette Avenue Overlay, Project 2019-9

Background:

Lafayette Avenue was last paved in 2000, and the pavement has come to the end of its designed 20 year life. GRI performed a pavement evaluation in June of 2019 and provided the City design recommendations to repave the street, and identified rehabilitation areas where additional repairs are required for failed spots in the pavement section. Plans for the project were developed using these recommendations.

This project includes: resurfacing Lafayette Avenue from near HWY 99 to a point between 8th and 9th Street near Cook School; resurfacing Riverside Drive from Lafayette Avenue to the entrance at McMinnville Manor Mobile Park; and resurfacing 13th Way from Lafayette Avenue to near Logan Street (see attached vicinity map). The Project also includes reconstruction of curb ramps to meet current accessibility standards, and improving the railroad crossing on McDaniel Lane near its intersection with Lafayette Avenue.

The project work is expected to start in July 2020 and be complete by October 15, 2020.

Discussion:

On Thursday, April 23, 2020, seven bids were received, opened and publicly read for the construction of Lafayette Avenue Overlay, Project 2019-9. The bid results are as follows:

Baker Rock Resources	\$1,291,576.20
K&E dba H&H Paving	\$1,335,538.44
Pacific Excavation	\$1,442,000.00
Roy Houck Construction	\$1,488,888.88
North Santiam Paving	\$1,601,841.75
Knife River	\$1,733,281.77
S2 contractors	\$1,779,676.25

The construction estimate for this work was \$1,500,000.00

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

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the Bid Form properly filled out and executed?
- Was a Bid Bond included?
- Were the project addenda acknowledged?
- Was the First Tier Subcontractor Form turned in on time?

Five bids were complete and met the City's requirements. Two contractors failed to turn in a first tier subcontractor form. A detailed breakdown of the received bids is on file in the Engineering Department.

The bid from Baker Rock Resources, in the amount of \$1,291,576.20, was deemed to be the lowest responsible and responsive bid.

Attachments:

1. Resolution No. 2020-29
2. Project Vicinity Map

Fiscal Impact:

Funding for this project is included in the proposed FY 2021 Transportation Fund (45) budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution awarding the public improvement contract for the construction of the Lafayette Avenue Overlay, Project 2019-9, in the amount of \$1,291,576.02, to Baker Rock Resources.

RESOLUTION NO. 2020 - 29

A Resolution awarding the contract for the Lafayette Avenue Overlay Project, Project 2019-9.

RECITALS:

At 2:00pm on April 23, 2020, seven bids for the Lafayette Avenue Overlay Project, Project 2019-9, were publicly opened and read aloud.

The low bidder, Baker Rock Resources, met all of the bid requirements, and should be considered the lowest responsible bidder.

Funding for this project is included in the proposed FY 2021 Transportation Fund (45) budget.

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

1. That entry into a public improvement contract with Baker Rock Resources, in the amount of \$1,291,576.20, with a substantial completion date of October 15, 2020 for the Lafayette Avenue Overlay Project, Project 2019-9, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the public improvement contract.
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 12th day of May 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 12th day of May 2020.

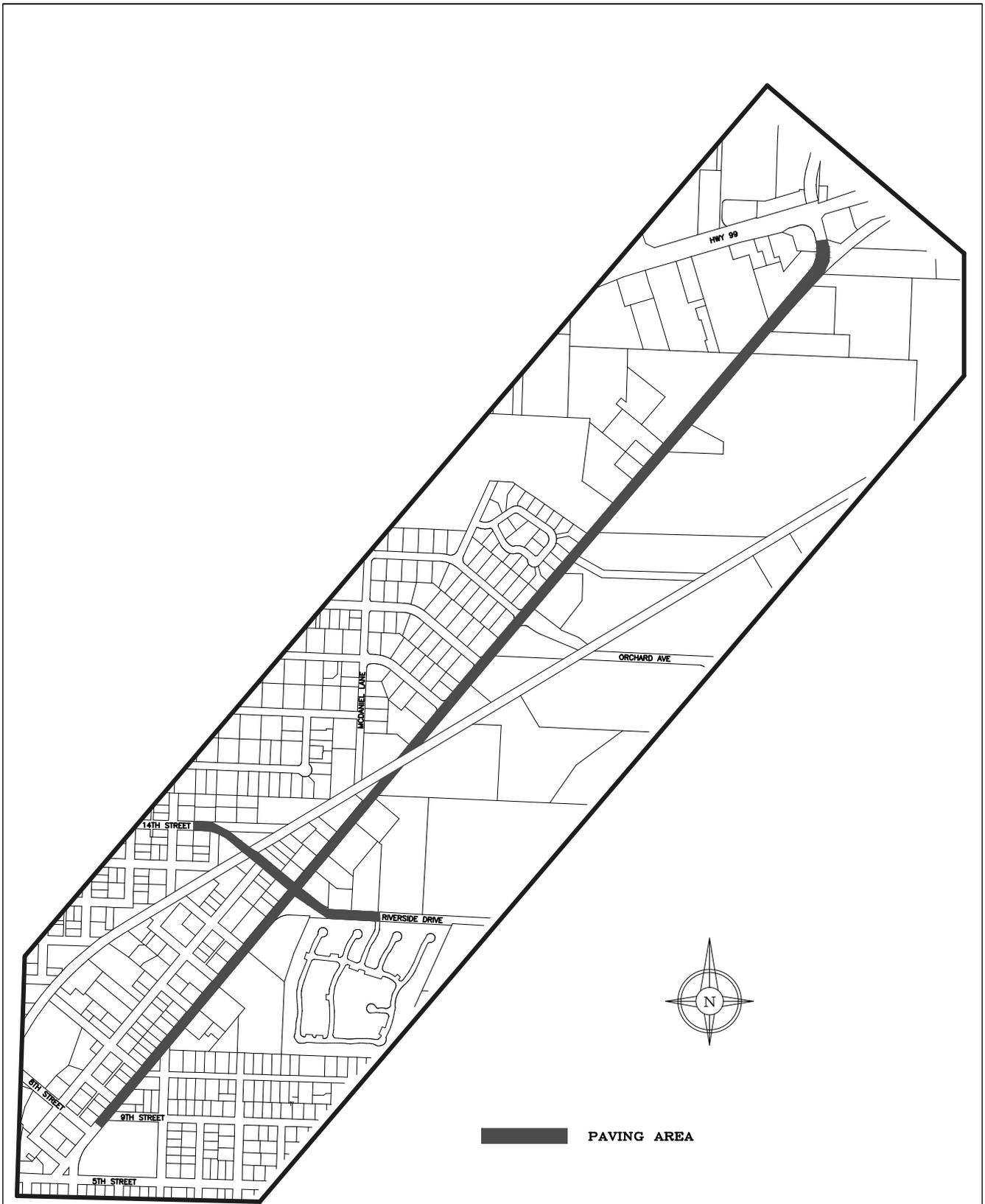
MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



PAVING AREA



CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
LAFAYETTE AVENUE OVERLAY

VICINITY MAP

SCALE: N/A
Drawn: RM
Checked:
Date: April 24, 2020
Project No. 2019-0
SHEET 1 of 1

STAFF REPORT

DATE: May 12, 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 a temporary construction easement from SMS Mobile Homes 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.

At their August 13, 2019 meeting, City Council adopted Resolution 2019-56 (attachment 4) authorizing the acquisition of property and easements for the Old Sheridan Road Improvements transportation bond project. Three of the acquisitions were approved via Resolution 2020-17(attachment 5) and are complete and recorded. This is the fourth and last property and easement acquisition for the project.

Discussion:

The City's consultant, Epic Land Solutions, Inc., has completed the appraisal and negotiation process to acquire property and a temporary construction easement for the project from SMS Homes. Settlement documents, photos, legal descriptions, dedication deed, and easement forms can be found in attachment 2. Complete appraisals are on file in the Engineering Department.

The SMS Homes property acquisition consists of the purchase of approximately 1748 square feet of right-of-way to provide the space needed for the addition of a left turn lane and sidewalks at the intersection of Old Sheridan Rd and Hwy 99, 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 construction easement, and loss of existing improvements in the acquisition area was \$25,100. This value was accepted by the property owner. The final proposed settlement amount is \$25,100.

Attachments:

1. Proposed Resolution No. 2020-30
2. Acquisition File
3. Acquisition status sheet
4. Adapted Resolution 2019-56
5. Adapted Resolution 2020-17

Fiscal Impact:

The total proposed purchase price for the property and temporary construction easement is \$25,100, 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 approving the acquisition of property and a temporary construction easement from SMS Homes 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 - 30

A Resolution approving the acquisition of property and a temporary construction easement from SMS Homes 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 a temporary construction easement for the project from SMS Homes.

The total purchase price for the property is \$25,100 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.

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

1. That the acquisition of property and a temporary construction easement from SMS Homes for the Old Sheridan Road Improvements transportation bond project at the total purchase price of \$25,100.00 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 12th day of May 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 12th day of May 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

OLD SHERIDAN ROAD IMPROVEMENTS
ROW ACQUISITION FILES

FILE 4:

SMS HOMES PROPERTY
1120 SW OLD SHERIDAN ROAD
McMINNVILLE, OREGON 97128

Epic Land Solutions, Inc.

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

October 23, 2019

Donald Milks
S.M.S. Mobile Homes, Inc.
13171 NW Willis Rd
McMinnville, OR 97128

File No.:	04
Grantor:	SMS Mobile Homes Inc.
Project:	Old Sheridan Road Improvement Project
County:	Yamhill

James Wilson
J & M Homes, LLC
1300 SW Fifth Ave Ste 2400
Portland, OR 97201

Situs: 1120 SW Old Sheridan Rd, McMinnville, OR 97128

Epic Land Solutions, Inc. has been hired by the City of McMinnville to assist with obtaining the right of way interests needed to construct the above referenced project. Enclosed is the offer from the City of McMinnville for the purchase of the property rights.

Accompanying this letter is a folder containing several documents. The documents on the left side of the folder are for your review. The documents on the right side of the folder are the original documents that need to be signed and returned to this office for processing.

Please read these documents carefully and contact me with any questions. My direct number is 503-213-3973, and my email is kluu@epicland.com.

Thank you for your prompt attention in this matter.



Kwan Luu
Right of Way Agent

Enclosure

Epic Land Solutions, Inc.

10300 SW Greenburg Rd, Suite 370
Portland, OR 97223

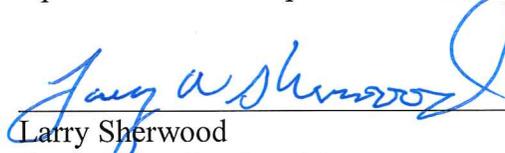
MEMORANDUM OF JUST COMPENSATION

Date: October 22, 2019
To: Larry Sherwood
City of McMinnville
From: Dave Nickerson
Right of Way Project Manager
Project: Old Sheridan Road Improvement Project
File: 04 – SMS Mobile Homes Inc.
Situs: 1120 SW Old Sheridan Rd, McMinnville, OR 97128

Enclosed please find the appraisal report and appraisal-review for the above mentioned property owned by S.M.S. Mobile Homes, Inc., an Oregon corporation. The appraisal report is dated October 16, 2019 and has an effective value date of October 3, 2019. It was completed by Robert Atchison and Brian Glanville, MAI. The appraisal review was completed by Gail R. Webb with Gail Webb Appraisal Services, an Oregon Certified General Appraiser and dated October 16, 2019. It is Epic's recommendation that the City of McMinnville approve this appraised value for its Offer of Just Compensation.

After the City's approval of this opinion of Just Compensation, we will proceed with presenting the offer along with a copy of this appraisal to the property owners. Upon approval, please return a signed copy of this memo to us by email at dnickerson@epicland.com.

Opinion of Just Compensation: \$25,100



Larry Sherwood
Engineering Services Manager
City of McMinnville

Date: 11-23-19



October 23, 2019

Donald Milks
S.M.S. Mobile Homes, Inc.
13171 NW Willis Rd
McMinnville, OR 97128

File No.: 04
Grantor: SMS Mobile Homes Inc.
Project: Old Sheridan Road Improvement Project
County: Yamhill
Situs: 1120 SW Old Sheridan Rd, McMinnville, OR 97128

James Wilson
J & M Homes, LLC
1300 SW Fifth Ave Ste 2400
Portland, OR 97201

The City of McMinnville (City) plans to proceed with the Old Sheridan Road Improvement project. As part of this project, we need to acquire property rights from you. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "Acquisition Summary Statement." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to Epic Land Solutions, Inc. After the City accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The City will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the City. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

The City of McMinnville has hired a consulting firm to assist in the right of way acquisition process. The City's agent, Kwan Luu, of Epic Land Solutions, will be working directly with you and is available at 503.213.3973. Kwan is also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Sherwood". The signature is fluid and cursive, with a large loop at the end.

Larry Sherwood
Engineering Services Manager
City of McMinnville

ACQUISITION SUMMARY STATEMENT

File No.:	04
Grantor:	SMS Mobile Homes Inc.
Section:	Old Sheridan Rd
Highway:	N/A
County:	Yamhill
FAP No.:	N/A

Valuation	Comment	Value
Land:	Fee	\$12,586
Land:	Temporary Construction Easement	\$4,574
Improvements:	Irrigation, asphalt, shrubs, fence, steel posts and wire, grass, concrete curb, gravel, small tree, and sign	\$7,904
TOTAL JUST COMPENSATION:		(Rounded) \$25,100

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Fee	1,748 Sq. Ft.
Parcel 2	Temporary construction easement	5,198 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:	October 3, 2019
Value:	\$25,100
Date Written:	October 16, 2019

SUBJECT SITE PHOTOS



View of acquisition area.



View of acquisition area in the eastern most section of parcel 1.



View of intersection looking east.



View of acquisition area and TCE, looking west.

GRANTOR: S.M.S. Mobile Homes, Inc., an Oregon corporation
GRANTEE: City of McMinnville, Oregon

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

File No. 04
Map & Tax Lot No. 4S 4W 29BD-02600
Old Sheridan Road Project

DEDICATION DEED

S.M.S. Mobile Homes, Inc., an Oregon corporation, herein called VENDOR and J & M Homes, LLC, an Oregon limited liability company, herein called VENDEE, conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, 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 \$20,526.00 [twenty thousand and five hundred and twenty-six dollars].

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

The Vendor and Vendee hereby covenant that the Vendor and Vendee are lawfully seized of the estate in the property, that the Vendor and Vendee 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 Vendor and Vendee 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 28 day of April, 2020

**S.M.S. Mobile Homes, Inc.,
an Oregon corporation**

**J & M Homes, LLC,
an Oregon limited liability company**

By: _____
President

[Signature]
Members(s) / Manager(s)

By: _____
Secretary

Members(s) / Manager(s)

State of Oregon, County of CLACKAMAS

This record was acknowledged before me on this 28 day of April, 2020

by _____ and _____ as

President and Secretary of S.M.S. Mobile Homes, Inc., an Oregon corporation.

Notary Public for Oregon
My Commission Expires: _____

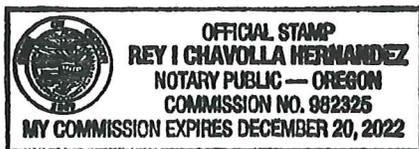
State of Oregon, County of CLACKAMAS

This record was acknowledged before me on this 28 day of April, 2020

by JIM WILSON and _____ as

Member(s) / Manager(s) of J & M Homes, LLC, an Oregon limited liability company.

[Signature]
Notary Public for Oregon
My Commission Expires: 12/20/2022



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 28 day of APRIL, 2020.

S.M.S. Mobile Homes, Inc.,
an Oregon corporation

J & M Homes, LLC,
an Oregon limited liability company

By: Donald Milks
President

Members(s) / Manager(s)

By: _____
Secretary

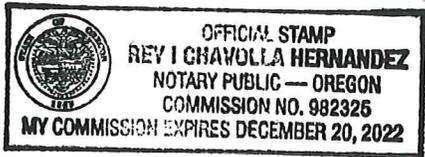
Members(s) / Manager(s)

State of Oregon, County of YAMHILL

This record was acknowledged before me on this 28 day of April, 2020

by Donald Milks and _____ as

President and Secretary of S.M.S. Mobile Homes, Inc., an Oregon corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: 12/20/2022

State of Oregon, County of _____

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

by _____ and _____ as

Member(s) / Manager(s) of J & M Homes, LLC, an Oregon limited liability company.

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.

City Manager

State of Oregon)
) ss.
County of Yamhill)

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

_____, as City Manager of the City of

McMinnville.

Notary Public for Oregon
My Commission Expires: _____

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.

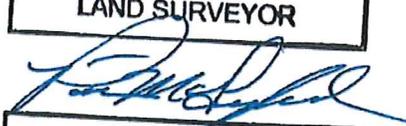
<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width right of Centerline</u>
25+50.00		28+63.52	35.00 feet in a straight line to 35.00 feet
28+63.52		29+53.27	35.00 feet in a straight line to 37.99 feet
29+53.27		29+52.33	37.99 feet in a straight line to 85.58 feet
29+52.33		29+96.57	85.58 feet in a straight 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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

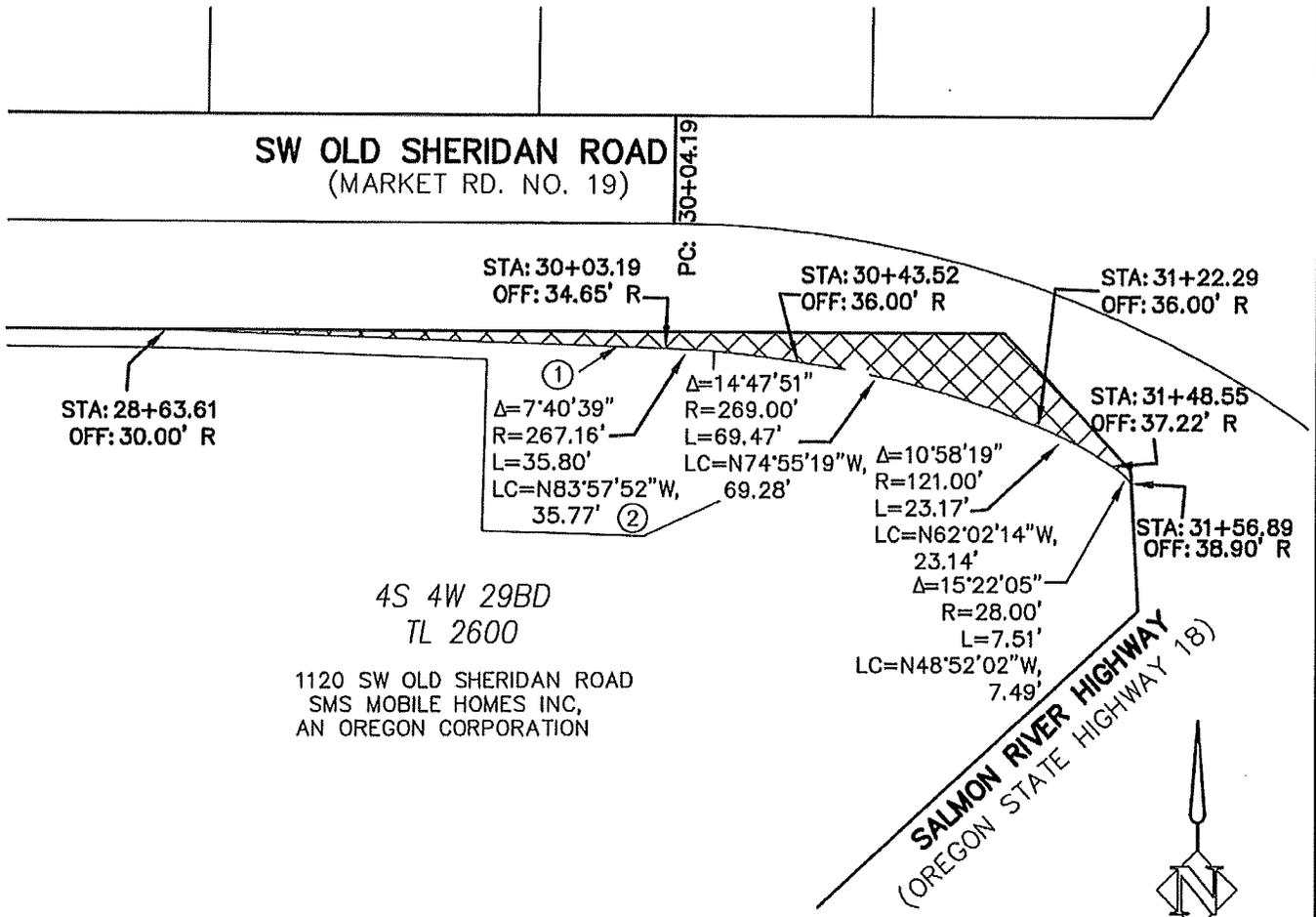


OREGON
JULY 10, 1998
PATRICK M. GAYLORD
2767

Renewed through 6-30-2021

EXHIBIT "B"
FEE SIMPLE

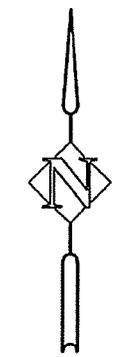
SW OLD SHERIDAN ROAD
(MARKET RD. NO. 19)



4S 4W 29BD
TL 2600

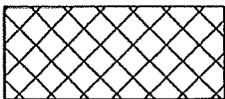
1120 SW OLD SHERIDAN ROAD
SMS MOBILE HOMES INC,
AN OREGON CORPORATION

SALMON RIVER HIGHWAY
(OREGON STATE HIGHWAY 18)



SCALE
1" = 50'

LEGEND



① FEE SIMPLE
± 1748 SQ.FT.



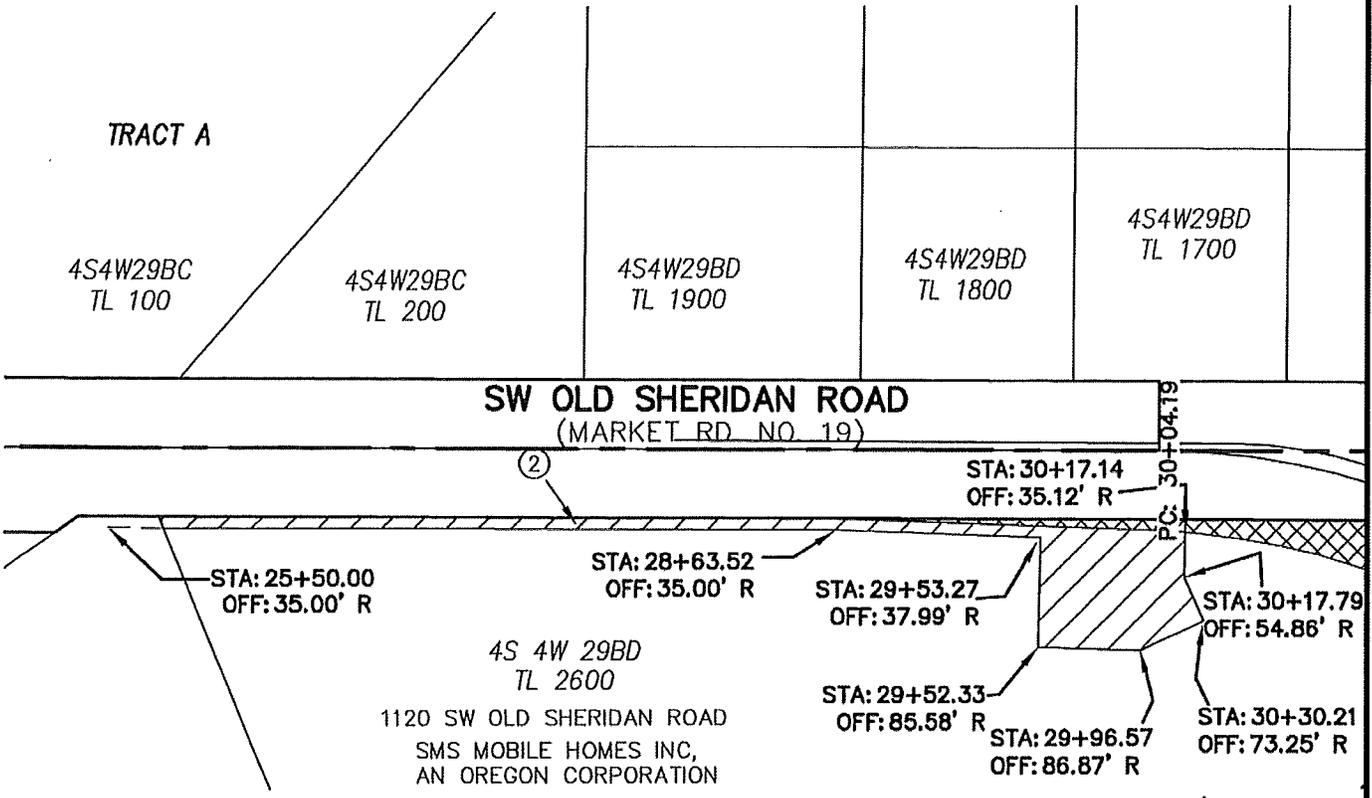
Harper
Houf Peterson
Righellis Inc.

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 1 OF 2

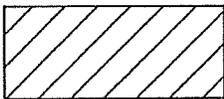
SEE ATTACHED
LEGAL DESCRIPTION

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



LEGEND



② TEMPORARY CONSTRUCTION EASEMENT
± 5198 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 2 OF 2

SEE ATTACHED
LEGAL DESCRIPTION

GRANTOR: S.M.S. Mobile Homes, Inc., an Oregon corporation
GRANTEE: City of McMinnville, Oregon

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

File No. 04
Map & Tax Lot No. 4S 4W 29BD-02600
Old Sheridan Road Project

TEMPORARY CONSTRUCTION EASEMENT

S.M.S. Mobile Homes, Inc., an Oregon corporation, herein called Vendor, and **J & M Homes, LLC, an Oregon limited liability company**, herein called Vendee, 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 Vendor and Vendee 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 Vendor and Vendee from the use of said Property; provided, however that such use does not interfere with the rights herein granted.

Vendor and Vendee agrees that the consideration recited herein is just compensation for the Property or property rights conveyed, including any and all damages to 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 \$4,574.00 [four thousand and five hundred and seventy-four dollars].

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, S.M.S. Mobile Homes, Inc., an Oregon corporation and J & M Homes, LLC, an Oregon limited liability company has caused this instrument to be execute.

Dated this 22 day of April, 2020

**S.M.S. Mobile Homes, Inc.,
an Oregon Corporation**

**J & M Homes, LLC,
an Oregon limited liability company**

By: _____
President

[Signature]
Members(s) / Manager(s)

By: _____
Secretary

Members(s) / Manager(s)

State of Oregon, County of _____

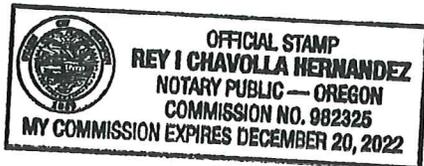
This record was acknowledged before me on this ____ day of _____, 20____
by _____ and _____ as
President and Secretary of S.M.S. Mobile Homes, Inc., an Oregon corporation.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon, County of CLACKAMAS

This record was acknowledged before me on this 28 day of April, 2020
by JIM WILSON and _____ as
Member(s) / Manager(s) of J & M Homes, LLC, an Oregon limited liability company.

[Signature]
Notary Public for Oregon
My Commission Expires: 12/20/2022



IN WITNESS WHEREOF, S.M.S. Mobile Homes, Inc., an Oregon corporation and J & M Homes, LLC, an Oregon limited liability company has caused this instrument to be execute.

Dated this 28 day of April, 2020.

S.M.S. Mobile Homes, Inc.,
an Oregon Corporation

J & M Homes, LLC,
an Oregon limited liability company

By: Donald Milks
President

Members(s) / Manager(s)

By: _____
Secretary

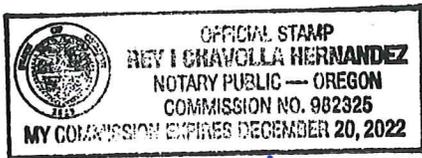
Members(s) / Manager(s)

State of Oregon, County of YAMHILL

This record was acknowledged before me on this 28 day of April, 2020

by Donald Milks and _____ as

President and Secretary of S.M.S. Mobile Homes, Inc., an Oregon corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: 12/20/2022

State of Oregon, County of YAMHILL

This record was acknowledged before me on this 28 day of April, 2020

by _____ and _____ as

Member(s) / Manager(s) of J & M Homes, LLC, an Oregon limited liability company.

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.

City Manager

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on this ____ day of _____, 20__ by
_____, as City Manager of the City of
McMinnville.

Notary Public for Oregon
My Commission Expires: _____

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.

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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>
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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
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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.

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width right of Centerline</u>
25+50.00		28+63.52	35.00 feet in a straight line to 35.00 feet
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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.

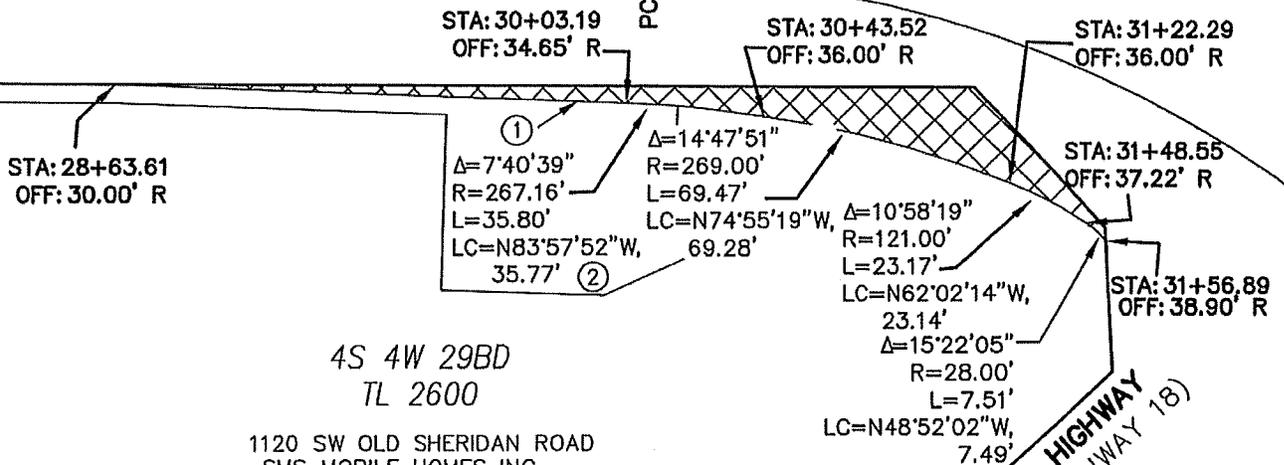
Containing 5,198 square feet, more or less



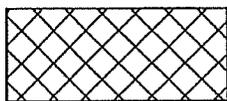
EXHIBIT "B"
FEE SIMPLE

SW OLD SHERIDAN ROAD
(MARKET RD. NO. 19)

30+04.19
PC:



LEGEND



① FEE SIMPLE
± 1748 SQ.FT.



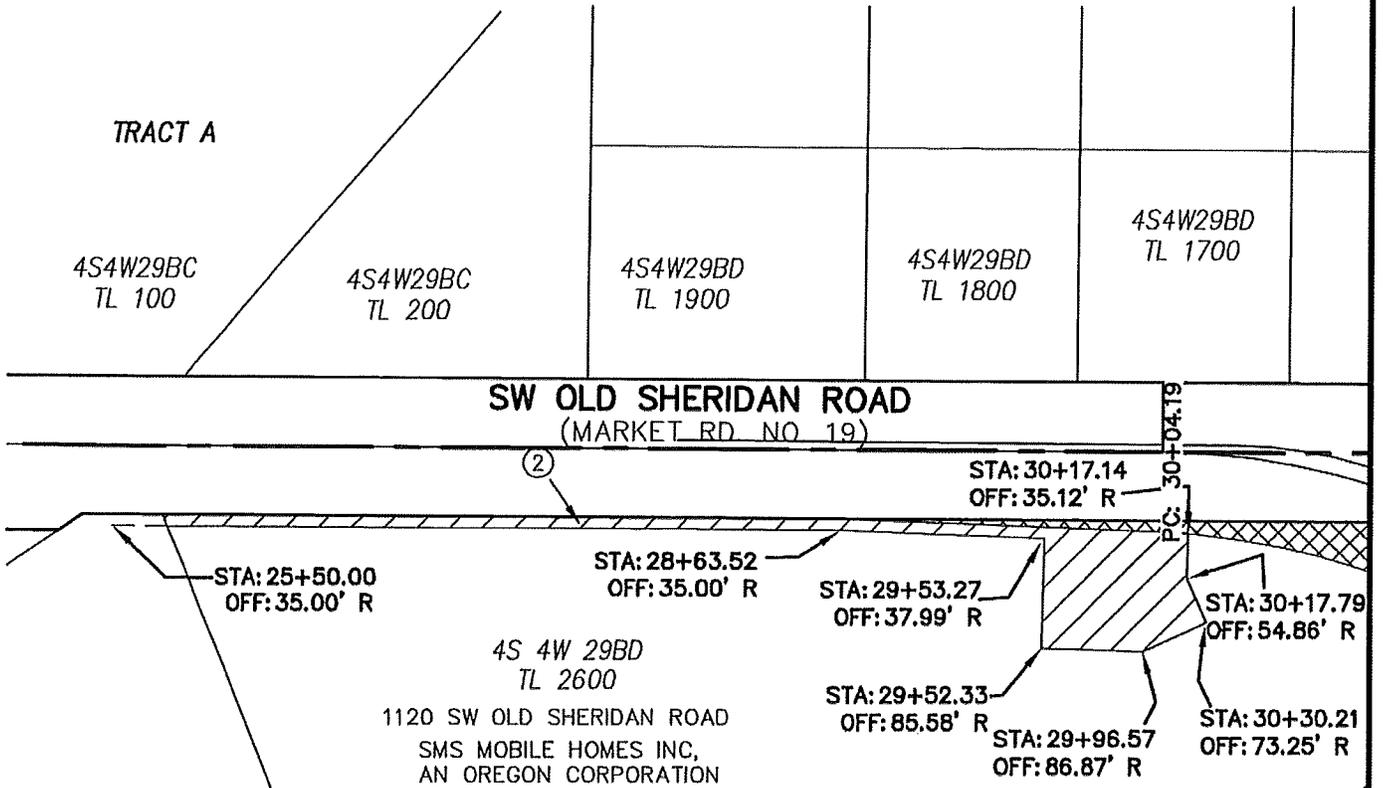
Harper
Houf Peterson
Righellis Inc.

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 1 OF 2

SEE ATTACHED
LEGAL DESCRIPTION

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT



LEGEND



② TEMPORARY CONSTRUCTION EASEMENT
± 5198 SQ.FT.



SCALE
1" = 80'



**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 2 OF 2

SEE ATTACHED
LEGAL DESCRIPTION

ATTACHMENT 3

Old Sheridan Road Improvements-Parcel & Temporary Construction Easement Acquisition

File #	Taxlot Number	Property Owner	Property Address	Fee	TCE	ROW to be Acquired?	Comments	Settlement Amount
1	1700 44 29BD	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.	\$ 10,300.00
2	1800 44 29BD	Brandi Pointer	1133 SW Old Sheridan Road	175 SF	808 SF	Yes	In order to have the necessary space to construct retaining walls and sidewalks.	\$ 2,900.00
3	1900 44 29BD	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.	\$ 5,700.00
4	2600 44 29BD	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.	\$ 25,100.00
Total Acquisition Fee								\$ 44,000.00

Complete
This Resolution

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.

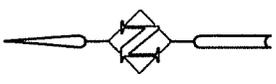


MAYOR

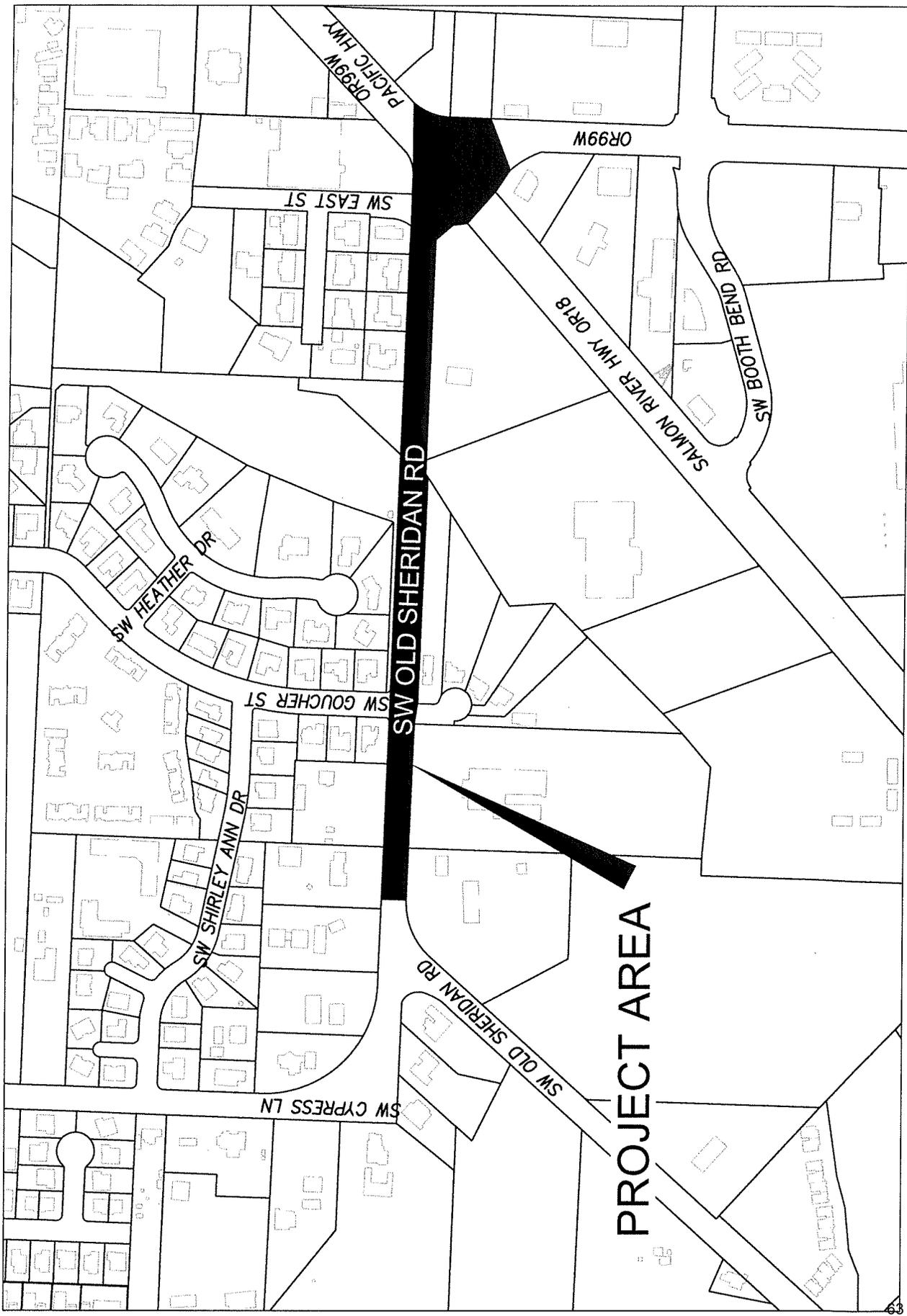
Approved as to form:



CITY ATTORNEY



ATTACHMENT 2



PROJECT AREA

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 Pointer	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

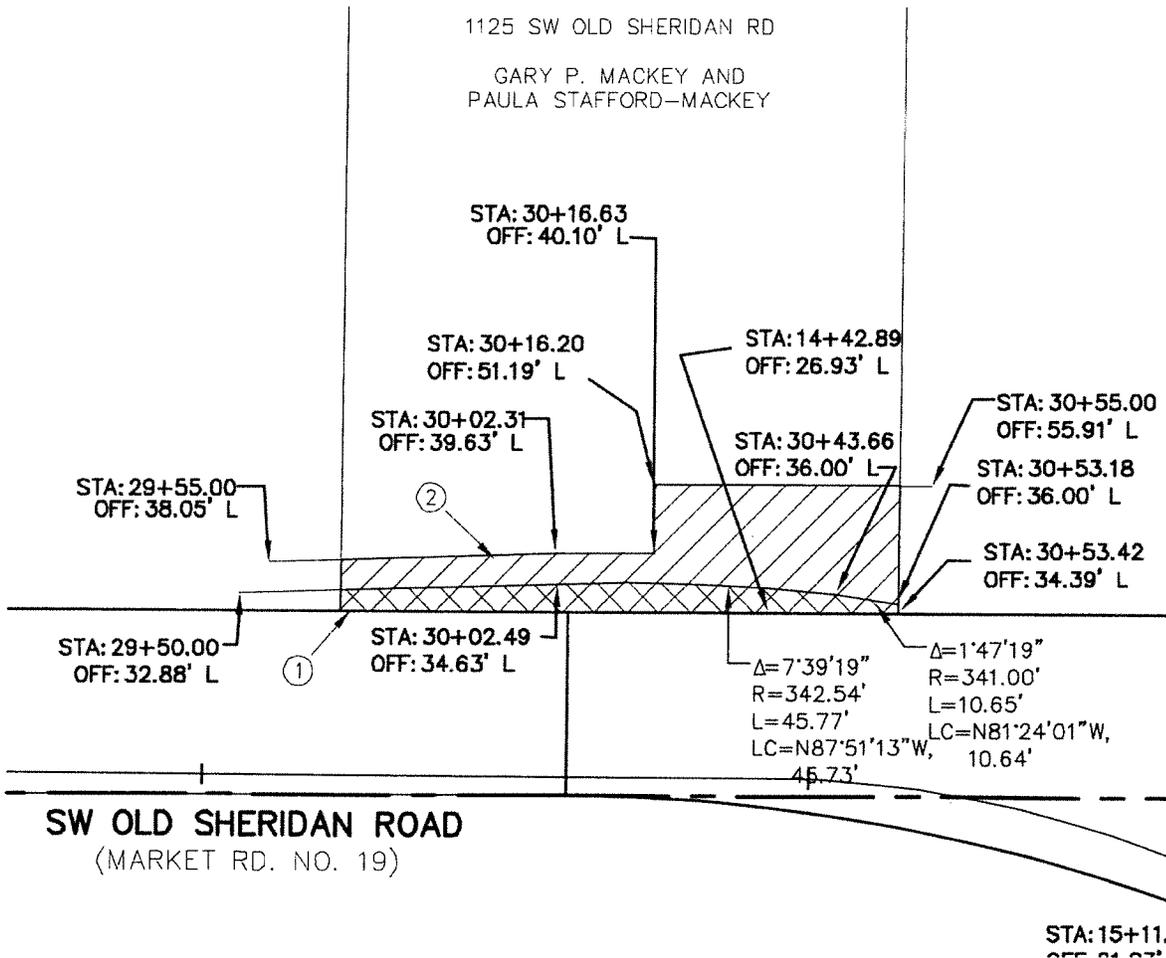
EXHIBIT "B"

FEE SIMPLE & TEMPORARY CONSTRUCTION EASEMENT

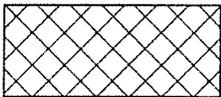
4S4W29BD
TL 1800

4S4W29BD
TL 1700

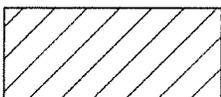
4S4W29BD
TL 1600



LEGEND



① FEE SIMPLE
± 371 SQ.FT.



② TEMPORARY CONSTRUCTION
EASEMENT
± 953 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC-02 GMW 08/02/2019 PAGE 1 OF 1

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)

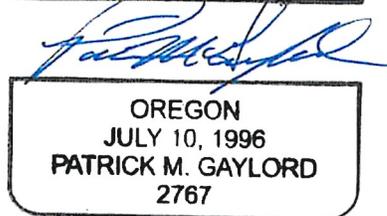
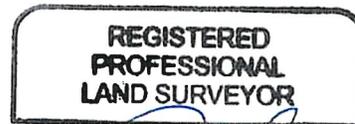
A strip of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of Section 29, Township 4 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of that tract of land as conveyed to Brandi Pointer in that Statutory Warranty Deed recorded November 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.

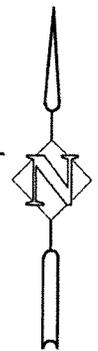
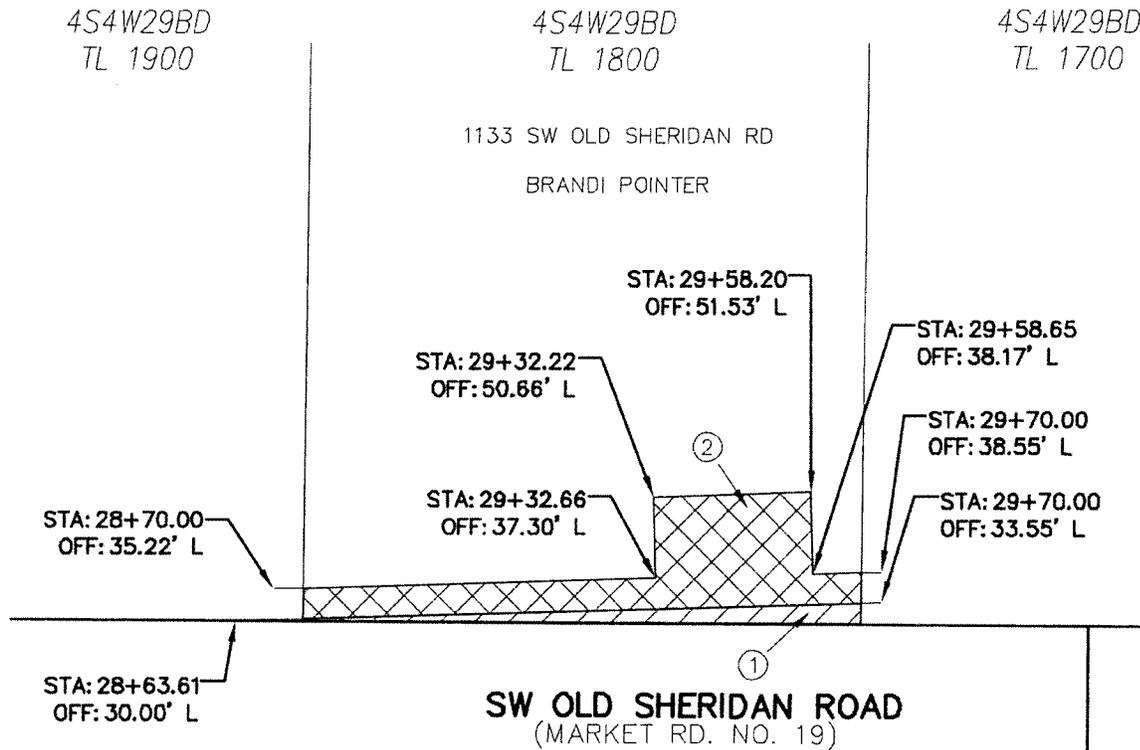


OREGON
JULY 10, 1996
PATRICK M. GAYLORD
2767

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.



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

SEE ATTACHED
LEGAL DESCRIPTION

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.

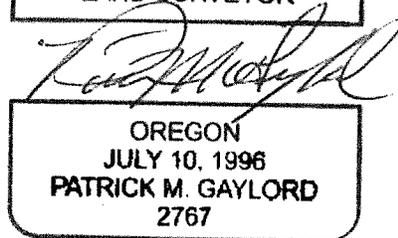
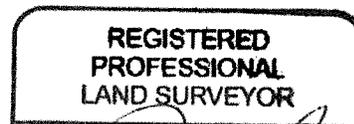
The widths in feet of said strip of land referred to are as follows:

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

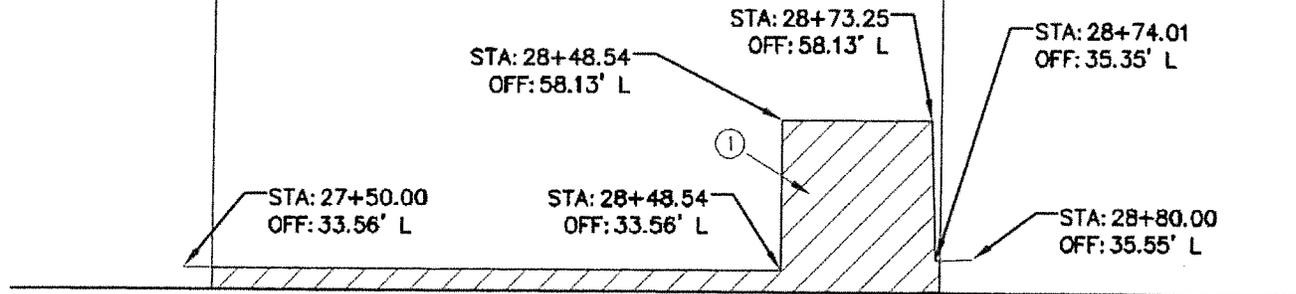
4S4W29BC
 TL 200

4S4W29BD
 TL 1900

4S4W29BD
 TL 1800

1149 SW OLD SHERIDAN RD

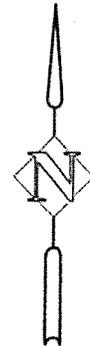
JACKSON B. MILLER AND
 KATHLEEN M. SPRING



28+00

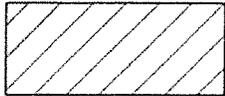
SW OLD SHERIDAN ROAD
 (MARKET RD. NO. 19)

29+00



SCALE
 1" = 30'

LEGEND



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



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

SEE ATTACHED
 LEGAL DESCRIPTION

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Patrick M. Gaylord
OREGON
JULY 10, 1998
PATRICK M. GAYLORD
2767

Renewed through 6-30-2021

EXHIBIT "B"
FEE SIMPLE

SW OLD SHERIDAN ROAD
(MARKET RD. NO. 19)

30+04.19
PC:

STA: 30+03.19
OFF: 34.65' R

STA: 30+43.52
OFF: 36.00' R

STA: 31+22.29
OFF: 36.00' R

STA: 28+63.61
OFF: 30.00' R

STA: 31+48.55
OFF: 37.22' R

STA: 31+56.89
OFF: 38.90' R

①
 $\Delta=7'40'39''$
 $R=267.16'$
 $L=35.80'$
 $LC=N83'57'52''W,$
 $35.77'$ ②

$\Delta=14'47'51''$
 $R=269.00'$
 $L=69.47'$
 $LC=N74'55'19''W,$
 $69.28'$

$\Delta=10'58'19''$
 $R=121.00'$
 $L=23.17'$
 $LC=N62'02'14''W,$
 $23.14'$
 $\Delta=15'22'05''$
 $R=28.00'$
 $L=7.51'$
 $LC=N48'52'02''W,$
 $7.49'$

4S 4W 29BD
TL 2600

1120 SW OLD SHERIDAN ROAD
SMS MOBILE HOMES INC,
AN OREGON CORPORATION

SALMON RIVER HIGHWAY
(OREGON STATE HIGHWAY 18)



SCALE
1" = 50'

LEGEND



① FEE SIMPLE
± 1748 SQ.FT.



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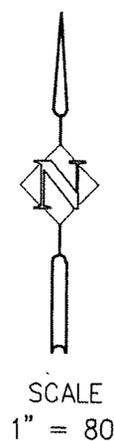
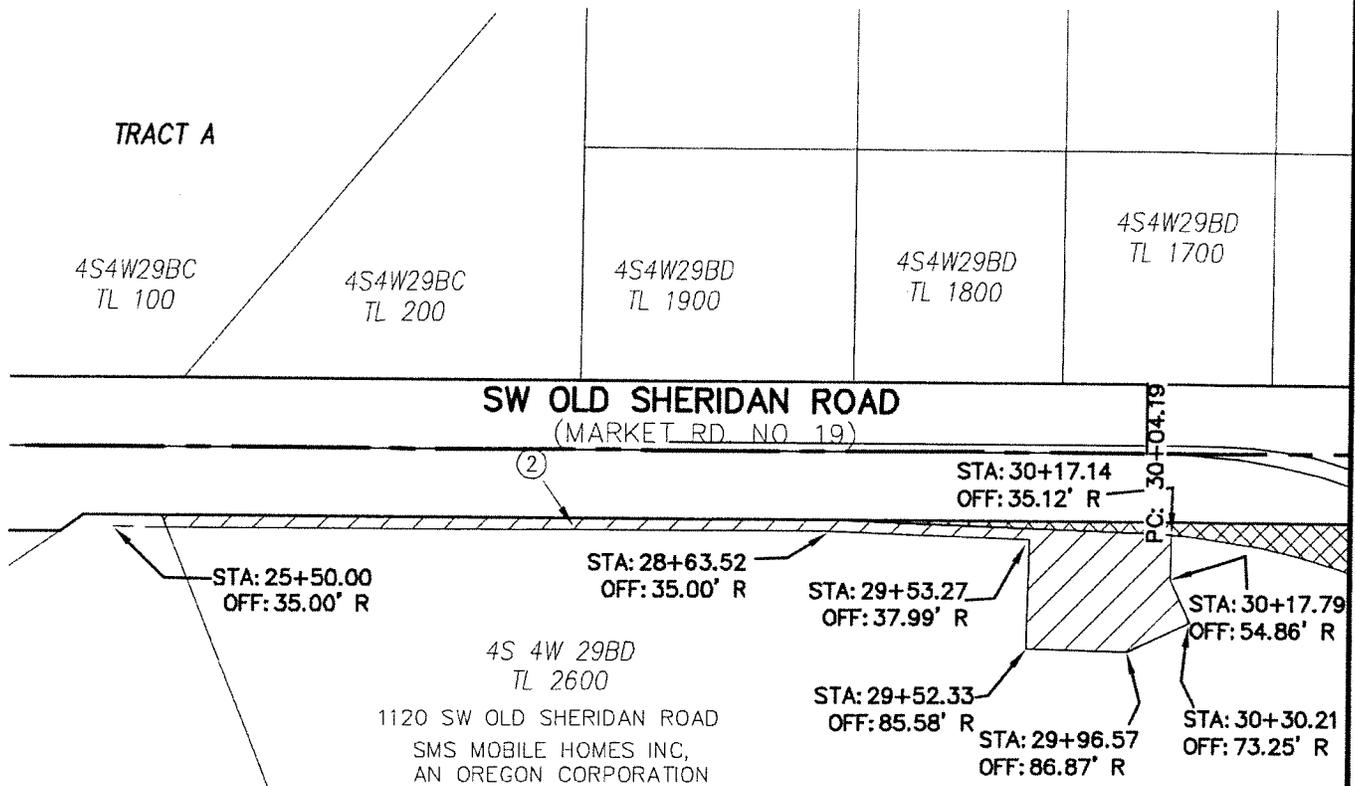
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MAC-02 GCB 08/02/2019 PAGE 1 OF 2

SEE ATTACHED
LEGAL DESCRIPTION

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



LEGEND



② TEMPORARY CONSTRUCTION EASEMENT
± 5198 SQ.FT.



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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171
MAC-02 GCB 08/02/2019 PAGE 2 OF 2

SEE ATTACHED
LEGAL DESCRIPTION

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:

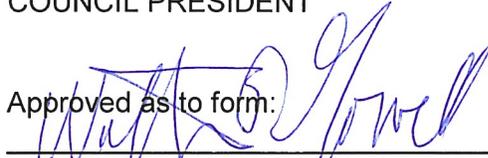
Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

Nays: _____

Approved this 25th day of February, 2020.



COUNCIL PRESIDENT

Approved as to form: 

City Attorney

Attest: 

City Recorder

Resolution No. 2020-17
Effective Date: February 25, 2020
Page 1 of 1

STAFF REPORT

DATE: May 12, 2020
TO: Jeff Towery, City Manager
FROM: Larry Sherwood, Engineering Services Manager
SUBJECT: Intergovernmental Agreement between the City and McMinnville Water & Light for Water Main & Electric Facilities Construction for the Old Sheridan Road Project

Report in Brief:

This action is the consideration of a resolution to enter into an Intergovernmental Agreement (IGA) with McMinnville Water & Light (MWL) for construction costs related to new public water main & electric facility improvements for the Old Sheridan Road Transportation Bond measure project.

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 minimize construction conflicts and to allow for efficient completion of the project work, the City has teamed with McMinnville Water & Light (MWL) to include the construction of a new public water main and electric facilities improvements within the project limits. On January 21, 2020, an Intergovernmental agreement between the City and McMinnville Water & Light was executed for design and construction support services associated with this work (Attachment 3).

Discussion:

On March 18, 2020, the City issued an Invitation to Bid for the construction of the Old Sheridan Road Improvements project in accordance with Oregon Public Contracting Laws and the City's public contracting code. The Bid Documents consisted of bid schedules to clearly identify and separate Transportation Bond Measure work funded by the City (Schedule A), and public water main and electric facility improvements funded by MWL (Schedule B).

At 2:00pm on April 16, 2020, eight bids were received, opened, and publicly read for the Old Sheridan Road Improvements transportation bond project, Project 2017-6. The bid from K&E Excavating in the amount of \$3,755,223.20 for Schedule A and \$305,933.00 for Schedule B, for a total Bid Amount of \$ 4,061,156.20, was deemed by the City, in consultation with MWL as to Schedule B, to be the lowest responsible and responsive bid.

This resolution will approve entering into an IGA to cover costs related to Schedule B for the construction of the new public water main and electric facilities improvements within the project limits.

Construction is anticipated to commence in the summer of 2020 and will be complete in early 2021.

Attachments:

1. Proposed Resolution
2. Proposed Intergovernmental Agreement (Construction)
3. Executed Intergovernmental Agreement (Design)

Fiscal Impact:

Funding for the Schedule A of the project was included in the voter approved 2014 Transportation Improvement bond measure and is included in the adopted FY 2020 and proposed FY 2021 Transportation Fund (45) budget. Funding for Schedule B will be reimbursed by MWL to the City via this IGA.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving an Intergovernmental Agreement with McMinnville Water & Light related to Schedule B of the Contract with K&E Excavating for costs related to the construction of public water main and electric facility improvements for the Old Sheridan Road project.

RESOLUTION NO. 2020 - 31

A Resolution approving an Intergovernmental Agreement (IGA) between the City of McMinnville and McMinnville Water & Light (MWL) for construction costs related to new public water main & electric facility improvements for the Old Sheridan Road Transportation Bond measure project.

RECITALS:

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. To minimize construction conflicts and to allow for efficient completion of the project work, the City has teamed with McMinnville Water & Light (MWL) to include the construction of a new public water main and electric facilities improvements within the project limits.

The Bid Documents consisted of bid schedules to clearly identify and separate Transportation Bond Measure work funded by the City (Schedule A), and public water main and electric facility improvements funded by MWL (Schedule B).

At 2:00pm on April 16, 2020, eight bids were received, opened, and publicly read for the Old Sheridan Road Improvements transportation bond project, Project 2017-6. The bid from K&E Excavating in the amount of \$3,755,223.20 for Schedule A and \$305,933.00 for Schedule B, for a total Bid Amount of \$ 4,061,156.20, was deemed by the City, in consultation with MWL as to Schedule B, to be the lowest responsible and responsive bid.

This resolution approves the entering into an IGA with MWL for costs related to Schedule B for the construction of the new public water main and electric facilities improvements within the project limits.

Per the Intergovernmental Agreement, MW&L will depend on the City to act as contracting agency on behalf of MW&L, and the City will be dependent upon timely distribution from MW&L of funds for to pay for construction costs related to public water main and electric facility improvements.

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

1. That entry into an Intergovernmental Agreement with McMinnville Water & Light is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Intergovernmental Agreement.
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 12th day of May 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 12th day of May 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MCMINNVILLE AND
MCMINNVILLE WATER AND LIGHT

THIS INTERGOVERNMENTAL AGREEMENT ('Agreement') is entered into pursuant to ORS 190.010 between the City of McMinnville, an Oregon Municipal Corporation of the State of Oregon ('City') and a unit of the City, acting by and through its Water and Light Commission ("McMinnville Water & Light" or "MWL"), hereinafter collectively referred to as the 'Parties'.

RECITALS:

The voter approved 2014 Transportation Bond measure included approximately \$4 million for improvements to Old Sheridan Road from SW Cypress Lane to Highway 99W ("the Old Sheridan Road Project" or "the Project"). This Project will make improvements to Old Sheridan Road including road widening, the addition of sidewalks and bike lanes, replacement of the bridge over Cozine Creek, traffic signal upgrades, landscaping, storm water facilities, streetlight, and water facilities.

To minimize construction conflicts, and to allow for efficient completion of the Project work, MWL requested that the City include the installation of public water mains and services; electrical conduit, and vaults; and related improvements in the construction plans and specifications. That work was included as "**Schedule B**" in the Project bid documents.

The City issued an Invitation to Bid in accordance with Oregon Public Contracting Laws and the City's public contracting code. On April 16, 2020, eight bids were received, opened, and publicly read for the construction of the Old Sheridan Road Project. The bid from K&E Excavating, Inc. ("Contractor"), in the amount of \$4,061,156.20 (for the entire Project including the base bid and **Schedule B**), was deemed by the City, in consultation with MWL as to **Schedule B**, to be the lowest responsible and responsive bid.

The portion of the Contractor's bid relating to work to construct the public improvement on behalf of the City is \$3,755,223.50. The portion of the bid relating to work for MWL is \$305,933.00 ("Schedule B").

The City Council adopted Resolution 2020-26, awarding the contract for the Old Sheridan Road Project to K&E Excavating, on April 28, 2020. It is expected that the Project construction will commence in June 2020, and will be completed in early 2021.

NOW THEREFORE, it is agreed as follows:

1. TERM

This agreement shall be effective as of the date this agreement is signed by all parties ("Effective Date"). This agreement shall remain in effect until completion and closeout of the Project construction, including any and all construction claims.

2. RESPONSIBILITIES OF CITY

For the duration of this agreement under authority provided by ORS 190.010 (3-4) (joint construction; one party acting for the other), the City will manage the contract and coordinate the Contractor's performance of the work, including in consultation with MWL the work described in Schedule B. The City will forward invoices to MWL from Contractor for all work

associated with **Schedule B**. In cooperation and consultation with MWL, and except to the extent the City has effectively assigned these rights to MWL, the City as the contracting agency, and at the reasonable request of MWL, will act to enforce any contract, warranty and bond claims for work associated with Schedule B on behalf of MWL. In contracting with the Contractor, the City will seek to cover the work described in Schedule B by bonds, and add MWL as an insured, additional insured and indemnified party, in the same manner as the City protects itself.

3. RESPONSIBILITIES OF MWL

For the duration of this agreement, MWL will provide to the City timely review and approval of all contractor submittals, contractor requests for information, construction change directives, construction cost change orders, and other contract documentation related to **Schedule B** of the construction contract. MWL will review and provide to the City approval all work installed as part of **Schedule B**, and will cooperate with the City in defense or enforcement of any construction claims, warranty and bond claims, related to MW&L's **Schedule B**. MWL will promptly pay, when due, all invoices from the contractor billed against **Schedule B**, and be responsible for all reasonable costs associated with enforcement by the City of contract rights related to **Schedule B**.

4. COLLABORATION AND COOPERATION

The parties shall collaborate, as required, to ensure the needs of all parties are met in the coordination of work by the Contractor, and shall notify each other as soon as possible of any concerns regarding the coordination or performance of the work by the Contractor. The parties will work diligently toward resolving any issues that may arise for the mutual benefit of the parties.

5. LIABILITY AND INDEMNITY

- a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected or appointed officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any third party (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this agreement; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.
- b. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.
- c. The obligations of the parties under this section will survive expiration or termination of this agreement.

6. GENERAL

- a. Assignment and Amendment. Any changes to this Agreement must be agreed to in writing by authorized representatives of each party.
- b. Notice. Any written notification required for this Agreement shall be made to the following:

If to City:
Larry Sherwood
Engineering Services Manager
231 NE Fifth Street
McMinnville, Oregon 97128

If to MWL: John Dietz
General Manager
855 NE Marsh Lane
McMinnville, Oregon 97128

- 7. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 8. Authority. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

CITY OF McMINNVILLE

Jeff Towery
City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

Date: _____

McMINNVILLE WATER AND LIGHT

Scott Hill, Mayor and Ex-Officio member of the Water and Light Commission

Date: _____

ATTEST:

Trena McManus
Clerk of the Commission
Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF MCMINNVILLE AND
MCMINNVILLE WATER AND LIGHT

THIS INTERGOVERNMENTAL AGREEMENT ('Agreement') is entered into between the City of McMinnville, an Oregon Municipal Corporation of the State of Oregon ('City') and a unit of the City, acting by and through its Water and Light Commission ("McMinnville Water and Light" or "MWL"), hereinafter collectively referred to as the 'Parties'.

RECITALS:

The City is currently finalizing the design to improve SW Old Sheridan Road from SW Cypress Lane to Highway 99W. The last of the voter approved 2014 Transportation Bond measure projects, this project will construct improvements to Old Sheridan Road including road widening, the replacement of the bridge over Cozine Creek, the addition of sidewalks and bike lanes, traffic signal upgrades, landscaping, storm water facilities, and street lighting. Construction is expected to start in the summer of 2020.

In July of 2017, the City entered into a Personal Services Contract with Harper, Houf, Peterson, Righellis, Inc. (HHPR) to provide design services and construction support for the Old Sheridan Road Improvements project. To minimize construction conflicts and to allow for efficient completion of the project work, MWL has requested that HHPR also provide design services and construction support for new public water main and electric facilities within the project limits.

HHPR will produce plans and specifications for construction of the new public water main and electric facilities and incorporate those into the City's bidding documents for the project. HHPR will provide construction support during the construction of the public water main and electric facilities. HHPR has provided the attached scope of work and fee statement to provide these services (**Exhibit A**).

By this intergovernmental agreement under ORS 190.110(4) the parties intend that the City will act for itself and on behalf of MWL to contract with HHPR, the City's project consultant, for design services and construction support of the new public water main and electric facilities. The not to exceed fee for HHPR's work for MWL is \$35,000.

NOW THEREFORE, it is agreed as follows:

1. TERM

This agreement shall be effective as of the date this agreement is signed by all parties ("Effective Date"). This agreement shall remain in effect until completion and closeout of the project construction, including any and all construction claims. ("termination"; see §5.c. obligations continuing after termination).

2. RESPONSIBILITIES OF CITY

For the duration of this agreement, the City as contracting agency will execute and manage the Personal Services Contract with HHPR, and coordinate HHPR's performance of the work. The City will forward invoices to MWL from HHPR for all work attributed to the design and construction support of MWL's new public water main and electric facilities. In cooperation and consultation with MWL, and except to the extent the City has effectively assigned these rights to MWL, the City as the contracting agency, and at the reasonable request of MWL, will act to enforce any contract claims for HHPR's work on behalf of MWL. In contracting with HHPR, the City will seek to add MWL as an insured (professional liability) and additional insured, and indemnified party in the same manner as the City protects itself.

3. RESPONSIBILITIES OF MWL

For the duration of this agreement, MWL will provide timely review and approval of all HHPR's design work of MWL's new public water main and electric facilities, and will cooperate with the City in defense or enforcement of contract claims, related to MW&L's new public water main and electric facilities. MWL will promptly pay, when due, all invoices from HHPR for all work attributed to the design and construction support of MWL's new public water main and electric facilities.

.4. COLLABORATION AND COOPERATION

The parties shall collaborate, as required, to ensure the needs of all parties are met in the coordination of work by HHPR, and shall notify each other as soon as possible of any concerns regarding the coordination or performance of the work by HHPR. The parties will work diligently toward resolving any issues that may arise for the mutual benefit of the parties.

5. LIABILITY AND INDEMNITY

- a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected or appointed officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any third party (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this agreement; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.
- b. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.
- c. The obligations of the parties under this section will survive expiration or termination of this agreement.

6. GENERAL

- a. Apportionment of Expenses. MWL will pay all expenses attributed to the design services and construction support for the new public water main and electric facilities.
- b. Assignment and Amendment. Any changes to this Agreement must be agreed to in writing by authorized representatives of each party.
- c. Notice. Any written notification required for this Agreement shall be made to the following:

If to City:
Larry Sherwood
Engineering Services
Manager
231 NE Fifth Street
McMinnville, Oregon 97128

If to MWL:
John Dietz
General Manager
855 NE Marsh Lane
McMinnville, Oregon 97128

- d. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- e. Authority. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

CITY OF McMINNVILLE



 Jeff Towery
 City Manager

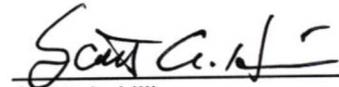
DATE: 1-15-2020

APPROVED AS TO FORM
City Attorney

NOT REQUIRED.

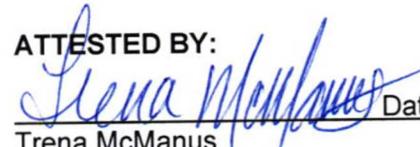
Date: _____

McMINNVILLE WATER AND LIGHT

 Date 1/21/20

 Scott A. Hill
 Mayor and Ex-Officio member of the Water
 and Light Commission

ATTESTED BY:

 Date: 1/21/20

 Trena McManus
 Clerk of the Commission

Exhibit A

Job No.: MAC-02B

Date: December 20, 2019

To: James Burke – McMinnville Water and Light

From: Ben Austin, P.E.



Project/Subject: Old Sheridan Road McMinnville Water & Light Scope and Fee

Fax - Number: _____ ; Number of pages _____
(If you did not receive the correct number of pages, please call 503-221-1131)

E-mail Mail Hand Deliver Interoffice

The following is the scope and fee for McMinnville Water and Light services to include water line replacement and underground electrical relocation.

TASKS:

Task 9: McMinnville Water and Light Services

The Consultant shall develop plan and profile sheets for the replacement of the existing water main with a new 12" main from SW Goucher Street to OR99W. Water line replacement PS&E will be incorporated into the overall Old Sheridan Road bid package and street restoration and traffic control will be part of the roadway plans. The existing water line will be capped during bridge replacement and a temporary connection design is not required. Conduit and vault layout for McMinnville Water and Light will be shown on electrical conduit plans as part of the Old Sheridan Road plans and specifications for dry utility conduit will be included. Underground facilities are located at the Goucher intersection and at the Cozine Creek bridge. No electrical design or aerial electrical facility design will be completed.

Tasks will including the following:

- 1.1 Water Line Design.** Develop 90% plans, specifications and cost estimate for the water line improvements including details for hanging the water line on the new bridge. The Consultant will submit the 90% plans for permitting through the Oregon Health Authority. McMinnville Water and Light will pay all Oregon Health Authority permit fees. Following review comments, the Consultant will prepare 100% plans, specifications and cost estimates for inclusion in the Old Sheridan Road bid package.
- 1.2 Electrical Design.** Develop 90% plans, specifications and cost estimate for underground conduit and vault locations as described above. Following review comments, the Consultant will prepare 100% plans, specifications and cost estimates for inclusion in the Old Sheridan Road bid package.
- 1.3 Construction.** Provide review of bridge hanger submittals, one bridge hanger site visit, and any contractor clarification related to electrical vault and conduit installation. Provide engineer of record support as requested by McMinnville Water and Light during construction to address contractor questions or conflicts.

205 SE Spokane Street
Suite 200
Portland, OR 97202
PHONE 503.221.1131
FAX 503.221.1171
www.hhpr.com

SCHEDULE:

90% PS&E – January 30, 2020

Final PS&E – February 14, 2020

Project Bid – March 2020

Construction – April 2020 to October 2020

Contract Completion – December 2020

Old Sheridan Road
McMinnville Water & Light

Harper Houf Peterson Righellis Inc.

December 20, 2019

Harper Houf Peterson Righellis, Inc.						
Project Manager	Quality Control Engineer	Project Engineer	CAD Technician	HHPR Labor	Expenses	HHPR Subtotal
\$190.00	\$190.00	\$175.00	\$105.00			

OBEC						
Principal/Vice President	Project Manager 2	Engineer 6	Engineer 5	Project Controller	OBEC Labor	Expenses
\$243.00	\$188.00	\$168.00	\$143.00	\$115.00		
						OBEC Subtotal

TOTAL PER TASK

TASK DESCRIPTIONS

Task 9: Water Line Replacement

Task Description	PM	QCE	PE	CT	Labor	Expenses	Subtotal
9.1 Water Line Design	10	8	40	64	\$ 17,140.00	\$ -	\$ 17,140
9.2 Electrical Design	4	4	8	20	\$ 5,020.00	\$ -	\$ 5,020
9.3 Construction Support	4		12	6	\$ 3,490.00	\$110.00	\$ 3,600

Task Description	VP	PM2	E6	E5	PC	Labor	Expenses	Subtotal
9.1 Water Line Design	2	4	12	32	2	\$ 8,060.00	\$ -	\$ 8,060
9.2 Electrical Design						\$ -	\$ -	\$ -
9.3 Construction Support			6			\$ 1,008.00	\$172.00	\$ 1,180

\$ 25,200.00
\$ 5,020.00
\$ 4,780.00

Total Hours by Staff Type 18 12 60 90 \$ 25,650.00 \$110.00 \$ 25,760.00

Hourly Rates \$190.00 \$190.00 \$175.00 \$105.00

\$3,420.00 \$2,280.00 \$10,500.00 \$9,450.00 \$25,650.00

2 4 18 32 2 \$ 9,068.00 \$172.00 \$ 9,240.00

\$243.00 \$188.00 \$168.00 \$143.00 \$115.00

\$486.00 \$752.00 \$3,024.00 \$4,576.00 \$230.00 \$9,068.00

\$ 35,000.00