



**City Council Meeting Agenda  
Tuesday, January 24, 2023  
7:00 p.m. – City Council Regular Meeting**

**REVISED 01/20/2023**

*Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.*

*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. on Monday, January 23rd to [claudia.cisneros@mcminnvilleoregon.gov](mailto:claudia.cisneros@mcminnvilleoregon.gov)*
- *If appearing via telephone only please sign up prior by 12 p.m. on Monday, January 23rd by emailing the City Recorder at [claudia.cisneros@mcminnvilleoregon.gov](mailto:claudia.cisneros@mcminnvilleoregon.gov) as the chat function is not available when calling in zoom;*
- *Join the zoom meeting 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 will need to provide your First and Last name, Address, and contact information (email or phone) to the City.***

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*You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331,  
Frontier 29 or webstream here:*

[mcm11.org/live](http://mcm11.org/live)

**CITY COUNCIL REGULAR MEETING:**

*You may join online via Zoom Meeting:*

<https://mcminnvilleoregon.zoom.us/j/89501794213?pwd=MIRQb013c3ZZK2k5cXZ3TjVONklzZz09>

*Zoom ID: 895 0179 4213*

*Zoom Password: 612923*

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

*ID: 895 0179 4213*

**7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL**

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATION (**Added on 01.20.23**)
  - a. Black History Month Proclamation
4. INVITATION TO COMMUNITY MEMBERS 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.*
5. ADVICE/ INFORMATION ITEMS
  - a. Reports from Councilors on Committee & Board Assignments
    1. Motion to Adopt Draft City Council Group Agreements.
  - b. Department Head Reports
  - c. September 2022, and October 2022 Cash and Investment Report (in packet)

6. CONSENT AGENDA

- a. Consider **Resolution No. 2023-04**: A Resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as Fund Exchange Program (FEX) Agreement No. G001-T041620.

7. RESOLUTION

- a. Consider **Resolution No. 2023-05**: A Resolution adopting a supplemental budget for fiscal year 2022-2023 and making supplemental appropriations for the General Fund, Wastewater Services Fund and Information Services Fund for approved American Rescue Plan Act (ARPA) projects.
- b. Consider **Resolution No. 2023-06**: A Resolution approving the Order of the County Commission (attached Exhibit 1) and consenting to the formation of a fire district incorporating the city limits should such a ballot measure be passed by the voters. (**Added on 01.20.23**)

7. ADJOURNMENT OF REGULAR MEETING



# PROCLAMATION

## Designation of February 2023 as Black History Month

**WHEREAS**, The City of McMinnville is committed to diversity, equity, and inclusion as a fundamental aspect of our community; and

**WHEREAS**, the official theme of Black History Month 2023 is "Black Resistance," examining how African Americans have fought repression from America's earliest days. From escaping the plantation to the rise out of poverty and the struggle for equal housing and education to the struggle for voting rights, the resistance lives on even into the 21st century; and

**WHEREAS**, Black Americans have made invaluable contributions to Oregon's economic, political, spiritual, and cultural development while maintaining and promoting their own unique culture and history; and

**WHEREAS**, we acknowledge and denounce the history of structural and institutional racism toward Black Americans in Oregon and throughout the United States, which has directly resulted in socioeconomic, health, and other disparities that persist to this day; and

**WHEREAS**, Black Americans have sought ways to nurture and protect lives, and for the autonomy of their physical and intellectual bodies through voluntary emigration, nonviolence, education, literature, sports, media, and legislation/politics; and

**WHEREAS**, Black History Month serves to celebrate the accomplishments, culture, and contributions of the Black community while honoring Black history; and

**WHEREAS**, we, as a community, must work together to end discrimination to achieve true equality for Black Oregonians and build a McMinnville where all residents can realize their full potential.

**NOW, THEREFORE**, I, Remy Drabkin, Mayor of McMinnville, do hereby proclaim February 2023 as:

## Black History Month

**IN WITNESS WHEREOF**, I have hereunto set my hand, this twenty-fourth day of January, in the year two thousand twenty-three.

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Remy Drabkin, Mayor



## **CITY COUNCIL GROUP AGREEMENT**

1. I will individually support the collective decision-making of the Council. If I disagree with the decision made by the council, I will exercise my convictions without personalizing the issue and without eroding the collective reputation of the council. Once the decision is made, I will respect that decision.
2. I will engage respectfully with other members of the Council and community. Even when we disagree philosophically, by articulating my view, listening openly to others perspectives and rationale, sharing my position and intended actions I will consistently communicate.
3. I will recognize that the Council's role is to set policy and not to be administrators.
4. I will follow the intention and the law concerning doing Council business outside of Council meetings.
5. I will agree to participate in clarifying conversations and conflict resolutions.

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Adam Garvin, Council President

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Kellie Menke, Councilor

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Sal Peralta, Councilor

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Zack Geary, Councilor

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Chris Chenoweth, Councilor

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Jessica Payne, Councilor

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Remy Drabkin, Mayor

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
September 2022

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$1,629,810.09	\$1,081,391.31	\$2,711,201.40
05	Grants & Special Assessment	\$552.94	\$7,484,057.52	\$7,484,610.46
07	Transient Lodging Tax	\$247.65	(\$8,000.00)	(\$7,752.35)
08	Affordable Housing	\$690.65	\$1,550,000.00	\$1,550,690.65
10	Telecommunications	\$930.17	\$1,030.00	\$1,960.17
15	Emergency Communications	\$606.36	\$136,094.81	\$136,701.17
20	Street (State Tax)	\$960.87	\$2,445,517.20	\$2,446,478.07
25	Airport Maintenance	\$857.73	\$709,749.03	\$710,606.76
45	Transportation	\$895.18	\$3,671,494.92	\$3,672,390.10
50	Park Development	\$6.50	\$2,115,441.49	\$2,115,447.99
58	Urban Renewal	\$418.54	\$109,324.91	\$109,743.45
59	Urban Renewal Debt Service	\$185.57	\$481,896.22	\$482,081.79
60	Debt Service	\$584.70	\$66,336.57	\$66,921.27
70	Building	\$786.47	\$2,010,240.37	\$2,011,026.84
75	Wastewater Services	\$615.16	\$2,556,891.12	\$2,557,506.28
77	Wastewater Capital	\$640.18	\$41,538,103.65	\$41,538,743.83
80	Information Systems & Services	\$882.67	\$208,742.38	\$209,625.05
85	Insurance Reserve	\$560.89	\$515,290.54	\$515,851.43
CITY TOTALS		1,640,232.32	66,673,602.04	68,313,834.36

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.30%	\$ 1,640,232.32
N/A	Key Bank of Oregon	Money Market Savings Account	0.01%	\$ 18,538,184.19
N/A	State of Oregon	Local Government Investment Pool (LGIP)	1.84%	\$ 47,138,105.19
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	1.84%	\$ 114,674.79
N/A	MassMutual Financial Group	Group Annuity	3.00%	\$ 882,637.87
				<u>\$ 68,313,834.36</u>
				\$ -

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
October 2022

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$1,951,215.43	(\$889,743.79)	\$1,061,471.64
05	Grants & Special Assessment	\$962.20	\$7,456,057.52	\$7,457,019.72
07	Transient Lodging Tax	\$714.11	\$451,000.00	\$451,714.11
08	Affordable Housing	\$263.74	\$1,549,000.00	\$1,549,263.74
10	Telecommunications	\$932.72	\$1,030.00	\$1,962.72
15	Emergency Communications	\$798.53	\$139,094.81	\$139,893.34
20	Street (State Tax)	\$365.34	\$2,404,280.56	\$2,404,645.90
25	Airport Maintenance	\$129.06	\$752,749.03	\$752,878.09
45	Transportation	\$167.32	\$3,705,494.92	\$3,705,662.24
50	Park Development	\$414.56	\$2,115,441.49	\$2,115,856.05
58	Urban Renewal	\$681.77	\$108,529.74	\$109,211.51
59	Urban Renewal Debt Service	\$443.02	\$483,710.39	\$484,153.41
60	Debt Service	\$671.68	\$72,551.34	\$73,223.02
70	Building	\$860.47	\$1,985,240.37	\$1,986,100.84
75	Wastewater Services	\$615.65	\$2,464,337.61	\$2,464,953.26
77	Wastewater Capital	\$581.84	\$41,925,103.65	\$41,925,685.49
80	Information Systems & Services	\$840.44	\$200,742.38	\$201,582.82
85	Insurance Reserve	\$480.77	\$487,290.54	\$487,771.31
CITY TOTALS		1,961,138.65	65,411,910.56	67,373,049.21

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.30%	\$ 1,961,138.65
N/A	Key Bank of Oregon	Money Market Savings Account	0.30%	\$ 18,542,908.19
N/A	State of Oregon	Local Government Investment Pool (LGIP)	2.10%	\$ 45,872,954.04
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	2.10%	\$ 114,879.62
N/A	MassMutual Financial Group	Group Annuity	3.00%	\$ 881,168.71
				<u>\$ 67,373,049.21</u>
				\$ -



**City of McMinnville**  
**Public Works Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7312

[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

# STAFF REPORT

**DATE:** January 17, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Anne Pagano, Public Works Director  
**SUBJECT:** ODOT Fund Exchange Program (FEX) Agreement No. G001-T041620

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## **Report in Brief:**

This action is the consideration of a resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as Fund Exchange Program (FEX) Agreement No. G001-T041620.

## **Background:**

In 2013, the City entered into an Oregon Transportation Infrastructure Bank (OTIB) loan agreement (attached) with the State of Oregon to cover the City's \$3,209,600.00 portion of the Newberg-Dundee Bypass project. Section 2.10 of the loan agreement allows of the use of the City's federal transportation fund allotment to cover the loan principal and interest payments.

## **Discussion:**

The attached Fund Exchange Program (FEX) Agreement No. G001-T041620 provides for the exchange of \$201,248 of the City's federal allocation to cover the City's 2022-2023 OTIB loan principal and interest payment, which is due in early 2023. Per the agreement, the City will receive \$100 in state funds for every \$100 of federal funds exchanged.

Of note is that Resolution 2022-70 which was passed by Council on December 13, 2022 will increase the loan amount and extend the term of the agreement (but will not change the annual loan payment), to fund the locally financed portion of future phases of the bypass. Per the approved agreement, the next payment will be due July 1, 2023.

**Attachments:**

1. Proposed Resolution 2023-04
2. ODOT Fund Exchange Program (FEX) Agreement No. G001-T041620
3. Oregon Transportation Infrastructure Bank (OTIB) 2013 Loan Agreement

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute Fund Exchange Program (FEX) Agreement No. G001-T041620.



RESOLUTION NO. 2023 – 04

A Resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as Fund Exchange Program (FEX) Agreement No. G001-T041620.

RECITALS:

The Oregon Department of Transportation allows the City to exchange its allocation of Federal Transportation Funds for State revenues. It is to the City’s benefit to exchange the funds because the requirements attached to Federal projects do not apply to State revenues.

The agreement will provide for the exchange of \$201,248 of the City’s federal allocation to cover the City’s 2022-2023 Oregon Transportation Infrastructure Bank loan principal and interest payment (Newberg-Dundee Bypass project). Per the agreement, the City will receive \$100 in state funds for every \$100 of federal funds exchanged.

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

1. That entry into an agreement with the State of Oregon, Department of Transportation, for the exchange of the City’s \$201,248 allocation of Federal Highway Funds for \$201,248 of State funds is approved.
2. The City Manager is hereby authorized and directed to execute the agreement between the State of Oregon, acting by and through its Department of Transportation, and the City of McMinnville.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 24th day of January 2023 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 24th day of January 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

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

GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
**FUND EXCHANGE PROGRAM (FEX)**  
**Newberg-Dundee Bypass Project**  
**Oregon Transportation Infrastructure Bank (OTIB) Loan #0048**  
**City of McMinnville**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of McMinnville** acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: **Project Description**
  - b. Exhibit B: **Recipient Requirements**
  - c. Exhibit C: **[Deleted]**
  - d. Exhibit D: **[Deleted]**

Exhibits A and B are attached to this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. **Project Cost; Grant Funds.** To assist in funding the Project, Recipient has requested ODOT to exchange 2022 federal funds, which have been allocated to Recipient, for state funds based on the ratio of \$100 state for \$100 federal.

Based on this ratio, Recipient exchanges \$201,248.00 federal funds for \$201,248.00 state funds (the “Grant Funds”).

4. **Project.**
  - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
  - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
    - A.** reasonable, necessary, and directly used for the Project;
    - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project;
    - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement;
    - D.** Recipient shall ensure the purchase or production of aggregate is highway related and exclusively used for highway work; and
    - E.** purchased equipment shall be used exclusively for highway purposes for the useful life of the equipment. Recipient shall clearly describe how it plans to use said equipment on highways and for highway purposes. In the event that the equipment is not used for highway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-highway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
  - ii.** Eligible Costs do NOT include:
    - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
    - B.** loans or grants to be made to third parties;
    - C.** *Deleted.*
    - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
    - E.** right of way costs; or
    - F.** costs to adjust, reconstruct, or relocate utilities.
- c. Project Change Procedures.**
  - i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to the ODOT Contact. The request for change must be submitted before the change occurs.

- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

## 5. Reimbursement Process

- a. ODOT shall reimburse Recipient for 100 percent of Eligible Costs up to the Grant Funds amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient.
- b. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemized expenses for which reimbursement is claimed. Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- c. ODOT reserves the right to request documentation of expenditures to ensure Grant Funds were used on state gas tax eligible purchases. ODOT also reserves the right to conduct on-site reviews upon completion of the Project to ensure Grant Funds were used on state gas tax eligible projects.
- d. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- e. Recovery of Grant Funds.
  - i. *Deleted*
  - ii. **Recovery of Grant Funds upon Termination.** If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii), or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within fifteen (15) days after ODOT's written demand for the same.

- 6. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder; and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing, or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended, or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees, and Assessments.** Recipient is, to the best of the undersigned’s knowledge, and for the useful life of the Project, will remain, current on all applicable state and local taxes, fees, and assessments.

**7. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related

to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities, and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds, or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

**8. Deleted.**

**9. Termination.**

- a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i.** If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii.** If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii.** If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv.** If ODOT fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

### a. Contribution.

- i. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization, or individual.
- e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.



- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers’ Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
  
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representative(s) has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Program and Funding Services Manager approved the Fund Exchange on December 5, 2022.

**Signature Page to Follow**

**CITY OF McMINNVILLE**, by and through  
its elected officials

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Anne M. Pagano, P.E., Public Works Director  
City of McMinnville  
230 NE Second Street  
McMinnville, Oregon 97218  
(503) 474-5138  
Anne.Pagano@mcminnvilleoregon.gov

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Name Sonny Chickering  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Shelly White-Robinson

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**ODOT Contact:**

Shelly A. White-Robinson  
Region 2 Special Program Coordinator  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(971) 707-3924  
Shelly.white-robinson@odot.oregon.gov

## **EXHIBIT A**

**Agreement No. 73000-00015029**  
**Newberg-Dundee Bypass Project**  
**Oregon Transportation Infrastructure Bank (OTIB) Loan 0048**

### **A. PROJECT DESCRIPTION**

On July 1, 2013, State and Recipient entered into Oregon Transportation Infrastructure Bank (OTIB) Loan Agreement No. 0048 to finance Recipient's portion of the costs of construction of the Newberg-Dundee Bypass project (the "OTIB Loan"). A payment of \$201,248.00 on the OTIB Loan is due and payable on or before January 25, 2023 (the "January Payment"). At Recipient's request, ODOT is exchanging \$201,248.00 of Recipient's 2022 Surface Transportation Block Grant funds for \$201,248.00 in state funds (the "State Proceeds") that State will apply to satisfy the January Payment. Notwithstanding anything to the contrary in Section 5 of this Agreement, State will apply the State Proceeds to the January Payment upon execution of this Agreement.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act.

## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage, or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating, and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

4. *Deleted.*

5. *Deleted.*

#### **6. General Standards**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

7. *Deleted.*

#### **8. Website**

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs will be considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Agreement.

Loan Agreement

Between

State of Oregon acting by and through its Department of Transportation

And

City of McMinnville

Dated July 1, 2013

THIS LOAN AGREEMENT, is made and entered into effective on the 1<sup>st</sup> day of July, 2013, by and between the State of Oregon, acting by and through its Department of Transportation (the "State"), and the Borrower (as defined below). The reference number for this Loan Agreement is OTIF-0048. Terms not otherwise defined herein shall have the meanings assigned to them by Section 1.01 of this Loan Agreement.

**WITNESSETH:**

WHEREAS, the State, in accordance with the Act, will provide funds in the Oregon Transportation Infrastructure Fund for the purpose of making loans to Municipalities, including the Borrower, to finance a portion of the cost of transportation projects;

WHEREAS, the Borrower, along with Other Applicants, has made timely application to the State for a loan to finance all or a portion of the construction cost of a Oregon Department of Transportation transportation project, and the Oregon Transportation Commission and the State have approved the Borrower's application for a loan to finance a portion of the construction cost of such project;

WHEREAS, the Borrower has agreed to make payments sufficient to pay when due the principal of and interest on the Loan from the State pursuant to the terms of the Note and this Loan Agreement;

NOW, THEREFORE, for and in consideration of the Loan by the State, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein:

**ARTICLE 1**

**DEFINITIONS**

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings assigned to them below:

"Act" means ORS 367.010 to 367.060 and related provisions, as the same may be from time to time amended and supplemented.

"Applicants" means collectively Yamhill County, the City of McMinnville, the City of Newberg, and the City of Dundee. "Applicant" means Yamhill County, the City of McMinnville, the City of Newberg, or the City of Dundee, individually without distinction,

"Authorized Officer" means, in the case of the Borrower, the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to act as an authorized officer of the Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement and whose name is furnished in writing to the State.

"Borrower" means the City of McMinnville, and its successors and permitted assigns.

"Borrower's Portion" means the percentage of the Costs of the Project for which Borrower is responsible as determined pursuant to Section 5.06.

"Business Day" means any day other than

- (i) a Saturday, Sunday or legal holiday,
- (ii) a day on which banking institutions in Salem, Oregon are closed, or
- (iii) a day on which the New York Stock Exchange is closed.

"Costs of the Project" means the total costs of the Project as shown on Exhibit B to this Agreement.

"Counsel" means an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to, or an employee of, the State or the Borrower) duly admitted to practice law before the highest court of any state.

"Event of Default" means any occurrence or event specified in Section 7.01 hereof.

"Loan" means the loan evidenced by the Note and made by the State to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. The Loan may be funded by the State from amounts held in the OTIF.

"Loan Agreement" or "Agreement" means this loan agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Closing Date" means the date on which all conditions to closing specified in Section 4.01 are satisfied by Borrower (or waived by State).

"Loan Prepayment" means, as to any payment, the amount paid by the Borrower that is in excess of the amount required to be paid as a Loan Repayment.

"Loan Repayment(s)" means the scheduled payment(s) of principal and interest required to be made by the Borrower pursuant to the provisions of the Note and this Loan Agreement.

"Maturity Date" means the date on which the Loan is payable in full, which date shall be, January 25, 2036.

"Municipality" means a city, county, road district, school district, special district, metropolitan service district or an intergovernmental entity organized under ORS 190.010.



"Note" means the promissory note of the Borrower substantially in the form of Exhibit D, as it may be amended, extended or renewed.

"Other Applicants" means the Applicants other than the Borrower.

"ODOT" means the Oregon Department of Transportation.

"Oregon Transportation Infrastructure Bank" or "OTIB" means the program authorized by Section 350 of the National Highway System Designation Act of 1995, 23 U.S.C. 101 note, Public Law 104-59, and a cooperative agreement between the Federal Highway Administration, Federal Transit Administration, of the United States Department of Transportation and the Oregon Department of Transportation dated August 20, 1996.

"Oregon Transportation Infrastructure Fund" or "OTIF" means the fund created by the Act. Loans from the OTIF may include OTIB loans or loans to finance transportation projects from any accounts established within the OTIF.

"Project" means the transportation project of ODOT described in Exhibit A, a portion of the Costs of the Project of which is financed or refinanced by the State through the making of the Loan under this Loan Agreement.

"Project Completion Date" means the earlier of

(i) the date on which all of the proceeds of the Loan, including any investment earnings derived from the investment of such proceeds, have been spent; or

(ii) the date on which ODOT completes construction of the Project; or

(iii) December 1, 2016.

"Project Completion Deadline" means December 1, 2016.

"Rule" or "Rules" means Oregon Administrative Rules, chapter 731, division 30, as they may be supplemented, modified or amended from time to time.

"State" means the State of Oregon, acting by and through its Department of Transportation.

"Transportation project" has the meaning assigned to that term by the Rule.

**Section 1.02. General Rules.** Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

## ARTICLE II

### LOAN

**Section 2.01.** Loan Amount. On the Loan Closing Date the State hereby agrees to make to the Borrower, and the Borrower agrees to borrow and accept from the State, a Loan in the maximum aggregate principal amount of Three Million Two Hundred Nine Thousand Six Hundred and No/100 Dollars (\$3,209,600.00). A disbursement under this Loan Agreement shall not exceed the product of the Borrower's Portion multiplied by the amount of the disbursement request.

**Section 2.02.** Use of Loan Proceeds. The Borrower shall use the proceeds of the Loan strictly in accordance with Section 5.01 hereof. Borrower shall be responsible to pay a portion of only those specified construction costs incurred by ODOT that are listed in Exhibit B which do not include

- (i) costs in excess of one-hundred percent (100%) of the total cost of the Project,
- (ii) the purchase of equipment and other property not directly related to the Project,
- (iii) construction or repair of facilities owned or operated by private parties,
- (iv) costs incurred prior to the date of the Loan, except as provided in Section 5.01,
- (v) administrative and oversight expenses of the Borrower or the Oregon Department of Transportation not related to the construction of the Project, and
- (vi) design and preliminary construction engineering costs related to the Project.

**Section 2.03.** Loan Term. The term of the Loan is set forth in the Note. The term of the Loan commences on the date of the first disbursement of the Loan and ends on the Maturity Date, which is January 25, 2036.

**Section 2.04.** Interest. The principal balances due under the Note shall bear interest at the rate of Two and 26/100 percent (2.26%) per annum. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months. Interest shall be due and payable in arrears and shall accrue on the outstanding principal balance from the date hereof until the principal amount of the Note, together with accrued unpaid interest thereon, is paid in full.

**Section 2.05.** Loan Repayments.

The Loan shall be due and payable in scheduled payments as set forth in the Note.

**Section 2.06.** Loan Prepayments; General.

(a) *Optional Prepayment* Subject to the following terms and conditions, the Borrower may make Loan Prepayments upon prior written approval of the State:

(1) The Borrower shall provide prior written notice of not less than one hundred twenty (120) days to the State; and

(2) The Borrower shall pay to the State all or a portion of the principal amount of the Loan outstanding plus the unpaid interest accrued on such amount to the date of prepayment.

(b) *General.* Loan Repayments and Loan Prepayments shall be applied first to any accrued interest (in the case of Loan Prepayments, on the portion of the Loan prepaid), and then to principal payments on the Loan. In the case of a Loan Prepayment that does not prepay all the principal of the Loan, the State shall determine, in its sole discretion, the method by which such Loan Prepayment shall be applied to the outstanding principal payments.

**Section 2.07. Unconditional Obligation.** Except as provided in Section 2.10, the obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein is payable solely from the sources of repayment described in Section 2.10 hereto and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Oregon or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project, this Loan Agreement, the State's loan agreement with any Other Applicant, or any intergovernmental agreement related to the Project or any rights of set off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State, or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Applicants or any Municipality, or any other borrower under any separate loan agreement.

**Section 2.08. Disclaimer of Warranties and Indemnification.** The Borrower acknowledges and agrees that:

(a) the State makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto;

(b) in no event shall the State or its commissioners, officers, agents or employees be liable or responsible for any direct, incidental, indirect, special, consequential, punitive or other damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project; and

(c) to the extent authorized by law, the Borrower shall indemnify, save, hold harmless and defend the State and its commissioners, officers, agents and employees, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Borrower or its officers, employees, agents or subcontractors pursuant to the terms of this Loan Agreement; provided, however, that the provisions of this clause (c) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to Chapter 30 of the Oregon Revised Statutes or the laws of the United States of America or other laws of the State of Oregon.

**Section 2.09. Termination of Availability Hereunder.** Ninety (90) days after the Project Completion Deadline, the State's obligation to make any further disbursements of the Loan hereunder shall terminate.

**Section 2.10. Sources of Repayment of Borrower's Obligations.**

(a) The State and the Borrower agree that the amounts payable by the Borrower under this Loan Agreement, including, without limitation, the amounts payable by the Borrower pursuant to Section 2.05, Section 2.06, Section 2.08(c) and Section 7.04 of this Loan Agreement, are payable from the sources of repayment described in subsections (b) and (c) of this Section 2.10. Nothing herein shall be deemed to prevent the Borrower from paying the amounts payable under this Loan Agreement from any other legally available source.

(b) The amounts payable by the Borrower under this Loan Agreement are payable from the following:

(i) Borrower's federal surface transportation program allocation being exchanged for state funding on a dollar for dollar basis without deduction;

(ii) Borrower's proceeds from the Jobs and Transportation Act;

(iii) Any other funds payable from the Oregon Department of Transportation to Borrower; and

(iv) Any other funds legally available to the Borrower.

(c) The Borrower acknowledges that the State of Oregon is entitled to withhold any amounts due to the Borrower from the State of Oregon, including but not limited to any amounts due to the Borrower from the State of Oregon pursuant to ORS 366.785 to 366.820, and to apply

any such amounts to payments due under this Loan Agreement if the Borrower defaults on payments due under this Loan Agreement.

**Section 2.11. Loan Fee.** The Borrower shall pay to the State a one-time loan fee equal to one percent (1%) of the Loan. This fee shall be in addition to any interest charged on the Loan. The Borrower may elect to (check the appropriate box):

Pay the entire amount of this loan fee on the Loan Closing Date; or

Authorize the State to deduct the loan fee from the Loan proceeds disbursed to Borrower;

provided however that if the Loan is not fully disbursed, the State shall refund to the Borrower the portion of the loan fee allocated to the undisbursed portion of the Loan.

**Section 2.12. Late Fee.** If the payment of any Loan Repayment required under the Note is delinquent more than fifteen (15) days, the Borrower shall pay to the State a late charge of five percent (5%) of the delinquent Loan Repayment in addition to the Loan Repayment due under the Note.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF BORROWER

The Borrower represents and warrants to the State as follows:

**Section 3.01. Organization and Authority.**

(a) The Borrower is a Municipality.

(b) Based on information received from ODOT and to the best of Borrower's knowledge, the Oregon Department of Transportation (ODOT), the entity that will own, manage and operate the Project for which the Borrower is providing funding hereunder for the Borrower's Portion of the Costs of the Project, has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Project, other than licenses and permits relating to the Project which the ODOT expects to receive in the ordinary course of business, to carry on its activities relating thereto, and to undertake and complete the Project.

(c) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is a project which ODOT may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(d) The proceedings of the Borrower's governing members and voters, if necessary, approving this Loan Agreement and the Note and authorizing the execution, issuance and

delivery of this Loan Agreement and the Note on behalf of the Borrower and authorizing Borrower to finance the Borrower's Portion of the Costs of the Project have been duly and lawfully adopted in accordance with the laws of Oregon, and such proceedings were duly approved and published, if necessary, in accordance with applicable Oregon law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Oregon law and at which quorums were present and acting throughout.

(e) This Loan Agreement and the Note are duly authorized by a resolution or ordinance of the Borrower which was adopted in accordance with ORS 367.035(4) and in accordance with applicable law and the Borrower's requirements for filing public notices and holding public meetings.

(f) This Loan Agreement and the Note have been duly authorized, executed and delivered by an Authorized Officer of the Borrower, and, assuming that the State has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement and the Note constitute the legal, valid and binding obligation of the Borrower in accordance with its terms.

(g) Based on information received from ODOT and to the best of Borrower's knowledge, the information contained in Exhibit A and Exhibit B is true and accurate in all respects.

**Section 3.02. Full Disclosure.** There is no fact that the Borrower has not disclosed to the State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the ability of the Borrower to finance the Borrower's Portion of the Costs of the Project or make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement. Neither the Borrower's application for the Loan nor the Borrower's representations and warranties in this Loan Agreement contain any untrue statement of a material fact or omits any statement or information which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Based on information received from ODOT and to the best of Borrower's knowledge, there is no fact that the Borrower has not disclosed to the State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Project

**Section 3.03. Pending Litigation.** There are no proceedings pending, or, to the knowledge of the Borrower threatened, against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect

(a) The Project or the Borrower's ability to finance Borrower's Portion of the Costs of the Project,

(b) Properties, activities, prospects or the condition (financial or otherwise) of the Borrower or

(c) The ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

**Section 3.04. Compliance with Existing Laws and Agreements.** The authorization, execution and delivery of this Loan Agreement by the Borrower, the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, and the financing by Borrower of the Borrower's Portion of the Costs of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to, any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than any lien and charge arising under this Loan Agreement or any of the documents related hereto) to which the Borrower is a party or by which the Borrower or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, resolutions, rules, regulations or court orders to which the Borrower or its properties or operations is subject.

**Section 3.05. No Defaults.** No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it or its properties may be bound, which violation would materially adversely affect the

(a) Project,

(b) Properties, activities, prospects or the condition (financial or otherwise) of the Borrower or

(c) The ability of the Borrower to finance the Borrower's Portion of the Costs of the Project or to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

**Section 3.06. Governmental Consent.** The Borrower has obtained or will obtain all permits and approvals required by any governmental body or officer for the making, observance or performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or for Borrower providing the financing (or refinancing thereof) for the Borrower's Portion of the Costs of the Project; and the Borrower has complied or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or Borrower providing the financing (or refinancing thereof) for the Borrower's Portion of the Costs of the Project. No consent, approval or authorization of, or filing,

registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution and delivery of this Loan Agreement.

**Section 3.07. Compliance with Law.** The Borrower:

Is in compliance with all laws, ordinances, rules and regulations to which it is subject, non-compliance with which would materially adversely affect the condition (financial or otherwise) of the Borrower or the ability of the Borrower to provide financing for the Borrower's Portion for the Costs of the Project.

**Section 3.08. The Project.**

(a) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is feasible. There will be adequate funds available to repay the Loan.

(b) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is in compliance with the Rules.

**Section 3.09. Costs of the Project.**

(a) Based on information received from ODOT and to the best of Borrower's knowledge, costs of the Project is a reasonable and accurate estimation.

(b) The principal amount of the Loan is not in excess of the Borrower's Portion of the Costs of the Project.

**Section 3.10. Term of the Loan.** Based on information received from ODOT and to the best of Borrower's knowledge, the term of the Loan is not in excess of the useful life of the Project.

## ARTICLE IV

### CONDITIONS TO LOAN AND DISBURSEMENTS

**Section 4.01. Conditions Precedent to Loan.** The State shall be under no obligation to make the loan pursuant to the terms hereof unless the Borrower delivers to the State, on or prior to June 30, 2013, the following documents in form and substance satisfactory to the State and its Counsel:

(a) An opinion of Borrower's Counsel to the effect that:

(i) The Borrower is duly formed and operating under applicable State of Oregon law,



(ii) The Borrower has full legal right and authority to execute and deliver the Loan Agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to provide financing for the Borrower's Portion of the Costs of the Project,

(iii) The Loan Agreement has been authorized pursuant to official action of the Borrower that has been adopted and authorized in accordance with applicable Oregon law,

(iii) The Loan Agreement has been duly authorized and executed and delivered by Authorized Officers of the Borrower and constitutes the legal, valid and binding obligations of the Borrower enforceable in accordance with its terms,

(iv) The authorization, execution and delivery of the Loan Agreement by the Borrower, the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, the consummation of the transactions contemplated herein and the financing by the Borrower of the Borrower's Portion of the Costs of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over the Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing agreement to which the Borrower is a party or by which the Borrower or its property or assets is bound,

(v) All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement and its undertaking to provide a portion of the financing for the Project have been obtained or made to the extent it is possible to obtain or make them on or prior to the Loan Closing Date, and

(vi) There is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State of Oregon or federal) questioning the creation, organization or existence of the Borrower, the validity, legality or enforceability of the Loan Agreement or the Borrower's authority to finance Borrower's Portion of the Costs of the Project (such opinion or portions of such opinion may be given by one or more counsel).

(b) Counterpart of this Loan Agreement duly executed and delivered by an Authorized Officer of the Borrower;

(c) The Note duly executed and delivered by an Authorized Officer of the Borrower;

(d) Copy of the official action of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement and the documents, instruments and agreements required by this Loan Agreement, certified by an Authorized Officer of the Borrower;

(e) Such other certificates, documents, opinions and information as the State may require.

**Section 4.02. Conditions to Disbursement.**

(a) On the Loan Closing Date, the State will authorize disbursement of Loan funds in the amount of Borrower's Portion of the Costs of the Project incurred by ODOT that will be reimbursed by Borrower pursuant to Section 5.06. If, as of the Loan Closing Date, the Project is not completed and the aggregate amount of the Loan disbursed is less than the maximum Loan amount available under Section 2.01, the State shall make subsequent Loan disbursements directly to ODOT on the 15<sup>th</sup> day of each quarter following initial Loan disbursement, each in an amount equal to Borrower's Portion of the Costs of the Project incurred during the previous quarter. Such quarterly disbursements shall continue until the earlier of (a) the date the Project is completed, (b) the Project Completion Deadline or (c) the date there is no further availability under this Loan Agreement. The State's obligation to make any disbursement is subject to satisfaction of the conditions set forth in this Section 4.02, and in no event shall the aggregate of all Loan disbursements made hereunder exceed the maximum aggregate principal amount set forth in Section 2.01.

(b) The obligation of the State to make any disbursement to ODOT on behalf of the Borrower is subject to the following conditions:

(i) All the conditions set forth in Section 4.01 of this Loan Agreement have been satisfied;

(ii) There shall exist no Event of Default or event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both;

(iii) All representations and warranties of the Borrower made in this Loan Agreement shall be true and correct on the date of disbursement with the same effect as if made on such date;

(iv) [reserved]

(v) There is availability of sufficient moneys in the OTIF for use in the Project;  
and

(vi) The State receives:

(1) A requisition executed by the Borrower in substantially the form of Exhibit F and

(2) Any other written evidence of materials and labor furnished to or performed upon the Project, itemized receipts or invoices for the payment of the same, and releases, satisfactions and other signed statements and forms as the State may require as a condition for making disbursements of the Loan. Nothing herein contained shall require the State to pay any amounts for labor or materials unless satisfied that such claims are reasonable and

that such labor and materials were actually expended and used in connection with the Project.

(c) Further, the State shall have no obligation to make any disbursement to ODOT on behalf of the Borrower if:

(i) On or before disbursement, there has been a change in the Act so that the Project is no longer eligible for financial assistance authorized by this Loan Agreement;

(ii) If ODOT does not receive sufficient funding, appropriations, limitation, allotments and other expenditure authority to allow ODOT or OTIF, in the exercise of its reasonable administrative discretion, to provide such funding;

(iii) The requisition is submitted by the Borrower after the Project Completion Deadline; or

(iv) The closing(s) for the loans to be made by the State to the Other Applicants for the Project, which together with the Loan to the Borrower total the maximum aggregate amount of \$16,000,000, have not occurred.

## ARTICLE V

### COVENANTS OF BORROWER

**Section 5.01.** Use of Proceeds. The Borrower will apply the proceeds of the Loan:

(a) To finance the Borrower's Portion of Costs of the Project; and

(b) With the advance written approval of the State, to reimburse the Oregon Department of Transportation the Borrower's Portion of Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the Borrower.

**Section 5.02.** Source of Repayment. The Loan shall be paid from the sources of repayment described in Section 2.10 of this Loan Agreement. Such sources shall be applied to the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement according to the terms hereof.

**Section 5.03.** Performance Under Loan Agreement. The Borrower covenants and agrees to cooperate with the State in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the State under this Loan Agreement.

**Section 5.04.** [reserved]

**Section 5.05.** Construction Accounting and Reporting to Borrower. ODOT shall keep and periodically provide construction cost accounting records pertaining to the Project to Borrower in

support of the payment requisition(s) to be made by Borrower to the ODOT in connection with the Project.

**Section 5.06. Proportionality Formula for Payment Requisitions.** At the time of the first payment requisition from Borrower, ODOT shall state its estimate of the total Costs of the Project. The Borrower and the Other Applicants will be paying to ODOT a portion of the Costs of the Project, which portion shall not in the aggregate exceed (in the dollar equivalent) \$16,000,000. As between the Borrower and the Other Applicants, an Applicant shall pay its portion of the aggregate payments made by all the Applicants for the Costs of the Project in accordance with the applicable percentage set forth below:

Yamhill County	64.15%
City of McMinnville	20.06%
City of Newberg	13.82%
City of Dundee	1.97%

The Borrower Portion of the Costs of the Project and the portion of the Costs of the Project for each of the Other Applicants shall be determined by multiplying the applicable percentage set forth above for an Applicant by \$16,000,000 divided by the Costs of the Project estimated by ODOT at the time of the first payment requisition. These percentages for the Borrower and the Other Applicants, as well as ODOT's share of the Costs of the Project, shall remain constant during the Project with respect to all payment requisitions. For example:

If the Costs of the Project are estimated by ODOT at the time of the first payment requisition to be \$215,497,360, then the combined share of the Costs of the Project to be paid by the Borrower and the Other Applicants for the first and all subsequent requisitions will be 7.4247 percent of the Costs of the Project up to a maximum aggregate payment of \$16,000,000. If the first requisition is in the amount of \$10,000,000, then the portion of such requisition payable by Borrower and the Other Applicants shall be \$742,470 allocated to Borrower and the Other Applicants as follows:

Yamhill County	4.76295%	\$476,294.51
City of McMinnville	1.48939%	\$148,939.48
City of Newberg	1.02609%	\$102,609.35
City of Dundee	<u>.14627%</u>	<u>\$14,626.66</u>
Totals	7.4247%	\$742,470.00

**Section 5.07. [reserved]**

**Section 5.08. Records; Accounts.** The Borrower shall keep accurate records and accounts for the revenues and funds that are the sources of repayment of the Loan (the "Repayment Revenues Records"), as a part of its other records and accounts (the "General Records"). Such Repayment Revenues Records and General Records shall be maintained in accordance with generally accepted accounting principles as established by the Government Accounting Standards Board as in effect from time to time and shall be audited annually by an independent accountant,

as part of the annual audit of the Borrower. Such Repayment Revenues Records and General Records shall be made available for inspection by the State and the federal government (including but not limited to Federal Highway Administration, Federal Transit Administration) at any reasonable time, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the State within two hundred ten (210) calendar days of the close of the fiscal year being so audited.

**Section 5.09.** [reserved]

**Section 5.10.** [reserved]

**Section 5.11.** [reserved]

**Section 5.12.** Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

**Section 5.13.** [reserved]

**Section 5.14.** Financial Statements; Reports. The Borrower shall deliver to the State in form and detail satisfactory to the State:

(a) As soon as reasonably possible and in any event within ninety (90) days after the close of each fiscal year of the Borrower, unaudited statements of revenues, expenditures, cash flows, and changes in retained earnings for such period and for the portion of the fiscal year ended with such period, all in comparative form and all in reasonable detail and certified by the chief financial officer of the Borrower, subject to year-end audit adjustments.

(b) Such other statement or statements or reports as to the Borrower as the State may reasonably request.

**Section 5.15.** Compliance with Applicable Laws. ODOT will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority that relate to ODOT's construction of the Project. In particular, but without limitation, the Borrower shall comply with the following, as applicable:

- a. The National Environmental Policy Act (NEPA), and other environmental laws and requirements;
- b. The Uniform Relocation Assistance Act (Right of Way);
- c. The Civil Rights Act of 1964 and other civil rights laws and requirements including the DBE program;
- d. The Davis Bacon Act and other labor laws and requirements;

- e. The Common Rule (49 C.F.R.19) with respect to procurement;
- f. The Brooks Act;
- g. Competitive Bidding Requirements and state labor standards and wage rates found in Oregon Public Contracting Code, ORS 279A, 279B and 279C, as applicable;
- h. Buy America;
- i. Manual of Uniform Traffic Control Devices;
- j. The Americans with Disabilities Act (ADA) and other federal and state laws prohibiting discrimination against persons with disabilities;
- k. OAR, Chapter 731, Division 30, as amended from time to time at the discretion of the State;
- l. State municipal bonding requirements found in ORS Chapters 280, 286A, and 287A.

**Section 5.16. Continuing Representations.** The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

## ARTICLE VI

### ASSIGNMENT

**Section 6.01. Assignment and Transfer by State.**

(a) The Borrower expressly acknowledges that, other than the right, title and interest of the State under Sections 2.08 and 7.04 of this Loan Agreement, all right, title and interest of the State in, to and under this Loan Agreement either has been or may, at the sole discretion of the State, be assigned and that if any Event of Default shall occur and if this Loan Agreement has been assigned, the assignee, shall be entitled to act hereunder in the place and stead of the State. The Borrower consents to assignment of this Loan Agreement. The Borrower is only required to observe and perform its covenants, agreements and obligations under this Loan Agreement and the Note and, if and when requested by the State, to cooperate with the State to enable the State to comply with the State's covenants, agreements or obligations arising out of such assignment. This Loan Agreement, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be sold by the State to a third party or may be further transferred, assigned and reassigned in whole or in part by such third party to one or more assignees or subassignees at any time subsequent to its execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

In the event of the assignment of this Loan Agreement, the State shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 3.06 of this Loan Agreement; provided, however, that in no event shall the State have the right to accelerate the outstanding balance

payable pursuant to the Loan Agreement in connection with the enforcement of Section 3.06 of this Loan Agreement.

(b) The Borrower hereby approves and consents to any assignment, sale or transfer of this Loan Agreement that the State deems to be necessary in connection with any pooled loan program of the State.

**Section 6.02. Assignment by Borrower.** This Loan Agreement may not be assigned by the Borrower without the prior written consent of the State. The State may grant or withhold such consent in its sole discretion. In the event of an assignment of this Loan Agreement by Borrower and assumption of the obligations hereunder, Borrower shall pay, or cause to be paid, to the State any fees or costs incurred by the State as the result of such assignment, including but not limited to, attorney fees or costs of in-house Counsel.

## ARTICLE VII

### DEFAULTS AND REMEDIES

**Section 7.01. Event of Default.** If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder on the due date thereof; or

(b) Failure by the Borrower to make, or cause to be made, any required payments of principal and interest on any bonds, notes or other obligations of the Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period; or

(c) Any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any agreement, instrument, certificate or document furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(d) A petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within twenty (20) calendar days after such filing, and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including without limitation, a trustee, receiver, custodian, liquidator, or the like of Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) calendar days; or

(e) [reserved]

(f) [reserved]

(g) Failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the State, unless the State agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the State may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) calendar days of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected.

**Section 7.02. Notice of Default.** The Borrower shall give the State prompt telephone notice of the occurrence of any Event of Default referred to in Section 7.01(d) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section 7.02 shall be confirmed in writing as soon as is practicable by the Borrower.

**Section 7.03. Remedies on Default.** Whenever an Event of Default referred to in Section 7.01 hereof shall have occurred and be continuing, the State shall have the right to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Borrower hereunder, including, without limitation,

(a) Declaring all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to Borrower the same shall become due and payable without further notice or demand,

(b) Appointment of a receiver,

(c) Refusal to disburse any Loan proceeds,

(d) Barring the Borrower from applying for future OTIF assistance, or

(e) Withholding other State of Oregon funds, including but not limited to, the Borrower's apportionment of State Highway Fund revenues due under ORS 366.762 to 366.768 and ORS 366.785 to 366.820, to the extent permitted by Section 2.10(c).

**Section 7.04. Attorney Fees and Other Expenses.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and



expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State reasonable expenses incurred by the State in the collection of Loan payments.

**Section 7.05.** Application of Moneys. Except as otherwise provided in any other provision of this Loan Agreement, any moneys collected by the State pursuant to Section 7.03 hereof shall be applied in the following order:

- (a) to pay any attorney fees or other fees, costs and expenses incurred by the State,
- (b) to pay interest due and payable on the Loan, and
- (c) to pay principal due and payable on the Loan.

**Section 7.06.** No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

**Section 7.07.** Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or anything else to the contrary contained herein, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Sections 2.08(c), 3.06, and 7.04 hereof.

**Section 7.08.** Default by the State. In the event of any default by the State under any covenant, agreement or obligation of this Loan Agreement, the Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the State hereunder as may be necessary or appropriate.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01.** Notices. All notices hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed, postage prepaid, to the Borrower and the State at the addresses set forth below or at such other address of which such party shall have notified in writing the other parties hereto:

If to the State: Oregon Department of Transportation  
Financial Services -- MS21  
355 Capitol St. NE  
Salem, OR 97301-3871  
Attn: Chief Financial Officer

If to the Borrower: City of McMinnville  
230 NE Second  
McMinnville, OR 97128  
Attn: City Manager

Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered.

**Section 8.02. Successors and Assigns; No Third Party Beneficiaries.**

(a) This Loan Agreement shall inure to the benefit of and shall be binding upon the State and the Borrower and their respective successors and assigns.

(b) The State and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce its terms. Nothing in this Loan Agreement gives or provides any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Loan Agreement and expressly described as intended beneficiaries of the terms of this Loan Agreement.

**Section 8.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 8.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State and the Borrower. This Loan Agreement may not be amended, supplemented or modified in a manner that is not in compliance with the Act or the Rules.

**Section 8.05. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.06. Headings.** The Section headings in this Loan Agreement are intended to be for reference purposes only and shall in no way modify or restrict any of the terms or provisions hereof.

**Section 8.07. No Construction against Drafter.** Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

**Section 8.08. Choice of Law; Designation of Forum; Federal Forum.**

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Loan Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Loan Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 8.08(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity.

**Section 8.09. Loan not an Obligation of the United States of America.** The covenants, agreements and obligations of the State contained in this Loan Agreement shall not be construed to be covenants, agreements or obligations of the United States of America.

**Section 8.10. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the State unless otherwise provided by law or by rules, regulations or resolutions of the State or unless expressly delegated.

**Section 8.11. [reserved]**

**Section 8.12. Further Assurances.** The Borrower shall, at the request of the State, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

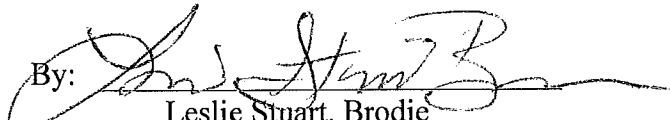
**Section 8.13. Merger; No Waiver.** This Loan Agreement and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or

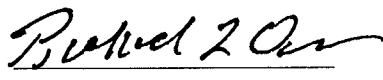
written, not specified herein regarding this Loan Agreement. No waiver of any provision of this Loan Agreement or consent shall be binding unless in writing and signed by the party against whom it is being enforced and (if against the State) all necessary State approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Loan Agreement shall not constitute a waiver by the State of that or any other provision.

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed and delivered as of the date first above written.

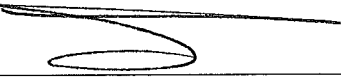
STATE OF OREGON, acting by and  
through its Department of Transportation

CITY OF MCMINNVILLE  
(Borrower)

By:   
Leslie Stuart. Brodie  
Chief Financial Officer

By:   
Title: MAYOR

Approved for legal sufficiency.

  
Lynn T. Nagasako, Sr. AAG  
Date: 6/26/13

## Exhibit A to Loan Agreement

### Project Description

Borrower: City of McMinnville

ODOT will construct Phase 1 of the Newberg-Dundee Bypass.

**The Bypass** encompasses a section of Oregon 99W that extends northeast across Yamhill County from the Oregon 99W/Oregon 18 intersection to Rex Hill east of Newberg. The Bypass corridor will be at least 330' wide, be located along the south sides of Newberg and Dundee, and be approximately 11 miles long. The eastern terminus is located east of Newberg in the Rex Hill area of Oregon 99W at mile post 20.08. The western terminus is located where Oregon 99W intersects with Oregon 18 (McDougal Corner) west of Dundee near Dayton at Oregon 18 mile post 51.84.

The Bypass includes the following proposed interchanges:

- Dayton Interchange – located at the junction of Oregon 99W and Oregon 18 and represents the western terminus of the Bypass; it replaces the existing Oregon 18/Oregon 99W intersection at McDougal Corner and the South Dundee Interchange.
- East Dundee Interchange – located between Dundee and Newberg; a new connector road will link the interchange at Oregon 99W to the Bypass.
- Oregon 219 Interchange – located in south Newberg along Oregon 219.
- East Newberg Interchange - located southwest of Rex Hill; this interchange will be the eastern terminus of the Bypass

**Phase 1 of the Bypass** will begin at a new signalized intersection on Oregon 219, traveling through south Newberg into Dundee. South of Dundee, Phase 1 will leave the eventual full Bypass alignment, proceeding west, parallel to the Dundee city limits, and cross over the Willamette and Pacific Railroad and Oregon 99W. After crossing over Oregon 99W, Phase 1 of the Bypass will loop around and connect to Oregon 99W at a new signalized intersection.

Other Phase 1 improvements include:

- Additional southbound left turn lane on Oregon 99W at Springbrook Road.
- Widening Springbrook Road to three lanes (one northbound lane, one southbound lane, and a center left turn between Oregon 99W and Oregon 219)

**Exhibit B to Loan Agreement**

**Approved Project Budget**

Borrower: City of McMinnville

Borrower's Portion of the Costs of Project (in dollars): \$3,209,600

<b>Sources</b>	
ODOT/JTA	\$192,000,000
STIP	12,000,000
Confederated Tribes of Grand Ronde	4,000,000
City of Dundee (OTIB Loan)	315,200
City of McMinnville (OTIB Loan)	3,209,600
City of Newberg (OTIB Loan )	2,211,200
Yamhill County (OTIB Loan)	10,366,640
<b>Total</b>	<b>\$224,102,640.00</b>
<b>Uses</b>	
Construction	\$166,067,919
Preliminary Engineering	8,557,662
Right of Way	45,291,168
Utility Relocation	4,025,891
Loan Fees	\$160,000
<b>Total</b>	<b>\$224,102,640.00</b>

**Exhibit C to Loan Agreement**

*[Reserved]*

**Exhibit F to Loan Agreement**

**Payment Requisition**

TO: Oregon Transportation Infrastructure Bank  
Oregon Department of Transportation  
Financial Services, MS – 21  
355 Capitol Street, NE  
Salem, Oregon 97301-3871

RE: Oregon Transportation Infrastructure Fund, Loan Number OTIF-0048

On behalf of the City of McMinnville, I hereby request that the Oregon Transportation Infrastructure Fund (OTIF) disburse to the Oregon Department of Transportation the following amount from the account established in the OTIF for this Loan:

[Insert Amount]

The foregoing disbursement is for Costs of the Project as such term is defined in, and which are permitted under, the Loan Agreement dated July 1, 2013, between the State of Oregon acting by and through its Department of Transportation and the City of McMinnville. I have attached all necessary documentation as required by Section 4.02(b)(vi) of the Loan Agreement. No Event of Default has occurred or is continuing under the Loan Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF MCMINNVILLE

By: \_\_\_\_\_

Authorized Officer

Name & Title (print): \_\_\_\_\_

Attachments



## STAFF REPORT

**DATE:** January 24, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Mandy Sharp, Grants Manager and Jennifer Cuellar, Finance Director  
**SUBJECT:** FY2022-23 ARPA Supplemental Budget Resolution

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### CITY GOVERNMENT CAPACITY

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

**Report in Brief:** One Supplemental Budget resolution is proposed to appropriate American Rescue Plan Act (ARPA) funds to Council approved projects that we now know will get underway in the current fiscal year.

#### Discussion of Supplemental action related to the ARPA grant:

Oregon Revised Statute (ORS) 294.471 allows a local government to prepare a supplemental budget when state or federal funds are made available that were unknown at the time the budget was prepared. While the City was aware of its total ARPA allocation and Council had authorized projects in Resolution 2021-54, the timing for the projects included in this supplemental budget action was not known at the time the FY2022-23 budget was prepared.

The following Council-approved projects will have supplemental appropriations, moving revenue as well as the anticipated expense to be incurred during FY2022-23:

#### General Fund

Parks/Recreation Mobile Recreation Vehicle	82,000
Parks/Recreation Planning Project	100,000
Parks Maintenance, Discovery Splashpad Replacement	80,000
Parks Maintenance, Fleet and Equipment	260,000
Parks Maintenance, Irrigation Renovation	50,000
Library Electric Vehicle	53,000

General Fund total: \$625,000

#### Information Services Fund:

Meeting Room Technology	65,000
Financial Forecasting Software	14,000
Diversity, Equity and Inclusion Software	40,000

Information Services Fund total: \$119,000

Wastewater Services Fund - Stormwater Project	\$25,000
Total ARPA supplemental appropriation:	\$769,000

Oregon Budget Law also requires that when a fund has a budget amendment that changes its appropriation by more than 10%, a public hearing is required. In the case of all three funds involved, these supplemental actions to add ARPA programming to their FY2022-23 budgets do not total that high of a proportion relative the adopted budgets therefore no public hearing is required.

**Fiscal Impact:**

Because all supplemental appropriations will be offset by equivalent unbudgeted revenues, the impact on the city’s financial standing is neutral.

**Council Options:**

1. Adopt the FY2022-23 supplemental budget thereby allowing the staff to move forward on previously approved projects during the current fiscal year. The grant funds are available to be spent, the projects have been approved by Council and no general fund unrestricted funds will be needed in this effort. This is staff’s recommendation.
2. Do not adopt the proposed FY2022-23 budget. This would place approved ARPA program activity on hold. Should Council decide not to approve this supplemental budget action, staff would request direction from Council as to any additional information or actions needed to move forward the ARPA grant programming.

**Documents:**

1. Resolution 2023-05 FY2022-23 Supplemental Budget for the General Fund, Wastewater Services Fund and Information Services Fund for approved ARPA projects
2. Resolution 2021-54

RESOLUTION NO. 2023 - 05

A Resolution adopting a supplemental budget for fiscal year 2022-2023 and making supplemental appropriations for the General Fund, Wastewater Services Fund and Information Services Fund for approved American Rescue Plan Act (ARPA) projects.

**RECITAL:**

This resolution proposes a supplemental budget for the General Fund, Information Services Fund and Wastewater Services Fund. The City anticipates spending on approved ARPA projects during the FY2022-23 year that were not included in the adopted FY2022-23 Budget to total \$769,000 in the three noted funds.

Oregon Revised Statute (ORS) 294.471 allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning. The governing body must adopt a resolution to adopt the supplemental budget and make any necessary appropriations.

At the time of preparing the FY2022-23 budget, the City was aware of its total ARPA allocation and Council has authorized projects but the timing for these projects' implementation was not known then. The projects included in this supplemental budget are as follows for the General Fund: Parks and Recreation Mobile Recreation Vehicle and Planning Project; Park Maintenance Splashpad Replacement, Irrigation Renovation and Fleet and Equipment; Library Electric Vehicle; for the Information Services Fund: Meeting Room Technology, Financial Forecasting Software and Software to support Diversity Equity and Inclusion efforts; and for the Wastewater Services Fund: Stormwater Project.

Because none of the supplemental budgets for the General Fund, Information Services Fund or Wastewater Services Fund expenditures were changed by more than 10%, no public hearings are required.

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

1. **Adopt the following Supplemental Budget:** The Common Council of the City of McMinnville adopts the following Supplemental Budget for 2022-2023 in the General Fund, Information Services Fund and Wastewater Services Fund.
2. **Make Supplemental Appropriations:** The additional appropriations for fiscal year 2022-2023 are hereby appropriated as follows:

<b>General Fund:</b>	<b>Adopted Budget</b>	<b>Budget Adjustment</b>	<b>Amended Budget</b>
<b>Resources:</b>			
Intergovernmental	\$ 6,660,440	\$ 625,000	\$ 7,285,440
All other sources unchanged	<u>35,665,872</u>	<u>-</u>	<u>35,665,872</u>
Total Resources	<u>\$ 42,326,312</u>	<u>\$ 625,000</u>	<u>\$ 42,951,312</u>
<b>Requirements:</b>			
Parks and Recreation	\$ 2,767,168	\$ 182,000	\$ 2,949,168
Parks Maintenance	1,496,644	390,000	1,886,644
Library	2,494,658	53,000	2,547,658
All other requirements unchanged*	<u>35,567,842</u>	<u>-</u>	<u>35,567,842</u>
Total Requirements	<u>\$ 42,326,312</u>	<u>\$ 625,000</u>	<u>\$ 42,951,312</u>

<b>Information Services Fund:</b>	<b>Adopted Budget</b>	<b>Budget Adjustment</b>	<b>Amended Budget</b>
<b>Resources:</b>			
Intergovernmental	\$ 80,000	\$ 119,000	\$ 199,000
All other sources unchanged	<u>1,595,670</u>	<u>-</u>	<u>1,515,670</u>
Total Resources	<u>\$ 1,675,670</u>	<u>\$ 119,000</u>	<u>\$ 1,714,670</u>
<b>Requirements:</b>			
Program	\$ 1,517,278	\$ 119,000	\$ 1,636,278
All other requirements unchanged*	<u>158,392</u>	<u>-</u>	<u>158,392</u>
Total Requirements	<u>\$ 1,675,670</u>	<u>\$ 119,000</u>	<u>\$ 1,794,670</u>

<b>Wastewater Services Fund:</b>	<b>Adopted Budget</b>	<b>Budget Adjustment</b>	<b>Amended Budget</b>
<b>Resources:</b>			
Intergovernmental	\$ 0	\$ 25,000	\$ 25,000
All other sources unchanged	<u>14,638,255</u>	<u>-</u>	<u>14,638,255</u>
Total Resources	<u>\$ 14,638,255</u>	<u>\$ 25,000</u>	<u>\$ 14,663,255</u>
<b>Requirements:</b>			
Program	\$ 5,168,404	\$ 25,000	\$ 5,193,404
All other requirements unchanged*	<u>9,469,851</u>	<u>-</u>	<u>9,469,851</u>
Total Requirements	<u>\$ 14,638,255</u>	<u>\$ 25,000</u>	<u>\$ 14,663,255</u>

**Total Budget Amendment** **\$ 769,000**

\* Total includes unappropriated ending fund balance

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of January 2023 by the following votes:

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Approved this 24th day of January 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY RECORDER

## RESOLUTION NO. 2021 - 54

A Resolution of the Common Council of the City of McMinnville approving allocation of American Rescue Plan Act (ARPA) Funds.

### RECITALS:

**Whereas**, the United States federal government adopted the American Rescue Plan Act of 2021 (ARPA); and

**Whereas**, a component of ARPA allocates Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to state and local governments; and

**Whereas**, the City of McMinnville (City) will receive a total of approximately \$7.7 million in SLFRF in two payments, one of which the City has already received; and

**Whereas**, the City's Budget Committee has had several work sessions to discuss how the City may utilize the SLFRF; and

**Whereas**, these discussions resulted in the Budget Committee recommending a prioritized list of projects to be funded with SLFRF, which list is attached hereto as Exhibit 1.

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

1. The Council hereby approves allocation of ARPA-SLFRF based on the prioritized list of projects that are provided in Exhibit 1 attached hereto and incorporated by reference herein.
2. To the extent a budget supplemental is necessary, staff are directed to undertake the necessary process for Council adoption of said budget supplemental.
3. This resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9<sup>th</sup> day of November, 2021 by the following votes:

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

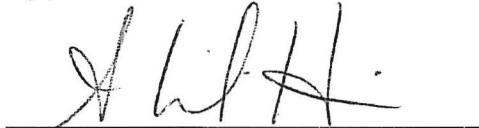
Nays: \_\_\_\_\_

Approved this 9<sup>th</sup> day of November 2021.



\_\_\_\_\_  
MAYOR

Approved as to form:



\_\_\_\_\_  
City Attorney

Attest:



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

Exhibits:

- Exhibit I: Staff Recommendation on ARPA Investments – High Priority Projects List

# Exhibit 1

## Staff Recommendation on ARPA Investments - High Priority Projects

												3,580,100		4,686,750						
Priority Ranking	Category	Project # (from complete list)	Project Name	Description	Beneficiaries	SLFRF Eligibility Criteria					Investment Principles			City Values			Total Cost			
						Pub/Econ Recovery	Water, Sewer, BB	Green Proj	Other Gov	Other Non Gov	Address Disparities	Resiliency	A better way	Work with partners	Stewardship	Equity	Courage	Future	Accountability	Low
1	Internal Efficiency Effectiveness	5	ARPA Grant Staffer	Hire a full time grant professional for the term of the grant (3 yrs) to work on financial, compliance, program management and community engagement activities associated with the portfolio of SLFRF-ARPA grants	Grant Beneficiaries	x					x	x	x	x	x	x	x	290,000	397,000	
2	Innovative, High Impact Project	49	Third Street Improvement Project	This is the development of construction documents for the public infrastructure improvements needed on Third Street to support the recovery and future resiliency of McMinnville's local business community downtown. The development of these construction documents will allow McMinnville to proactively apply for federal infrastructure funds with the Federal Infrastructure Stimulus package to construct the project. Third Street is McMinnville's "Living Room". It is the heart of our business community, serving both local residents and tourists. However, it is also where recent the recent COVID pandemic had the most impact on restaurant and service businesses in McMinnville. This is the development of schematic design and construction documents for a Third Street Improvement project in downtown McMinnville, as well as the development of a business resiliency and recovery program for businesses impacted by COVID. The project area is approximately nine linear blocks. The McMinnville Urban Renewal Agency currently has \$200,000 allocated towards the design costs of this project. Total estimated design costs are approximately \$650,000 - \$800,000. The McMinnville Urban Renewal Agency has committed approximately \$3,000,000 to the future construction project. Total estimated construction costs are \$8,000,000. If the City is able to develop shovel ready construction documents it would be competitive for the future infrastructure bill for construction dollars. This is a priority project in terms of timeliness and the ability for McMinnville to leverage its ARPA funds for larger impact. The design process will be approximately nine months. The Federal Infrastructure Bill will be approved soon. A \$500,000 ARPA investment project in project design could be leveraged towards \$5,000,000 in federal infrastructure dollars.	Local businesses, workforce, tourism industry, community.	x	x				x	x	x	x	x	x	x	450,000	600,000	
3	Immediate Impact Community Project	32	Navigation Center - Operating Funds	This is a request for one year's worth of operating funds for the new McMinnville Navigation Center (a low barrier shelter with wrap around services per HB 2006). In 2021, the Oregon Legislature passed HB 2006 in order to support emergency housing for homeless populations. One aspect of that bill was the definition of a Navigation Center (low barrier shelter with on-site services to help homeless individuals achieve stability and long-term housing) and a funding mechanism for cities in order to do so. As part of the bill, Representative Noble was able to secure a \$1.5 million grant for the development and operation of a Navigation Center. City staff has been working with the Yamhill County Action Partnership on what that facility would look like, where it would be sited and how it would be managed. HB 2006 is very specific about the type of entity that needs to manage a funded Navigation Center, namely an entity with experience managing homeless shelters and authority to do so. Since the \$1.5 million grant is for development and operations, YCAP is concerned about sustained operational costs of the facility in the first couple of years as they work with state funding partners on long-term operational costs for the facility. It is estimated that the annual operational costs will be approximately \$400,000 - \$500,000.	Homeless residents of McMinnville	x					x	x	x	x	x	x	x	400,000	500,000	
4	Internal Efficiency Effectiveness	15	Financial Forecasting Software	Invest in software for financial forecasting software.	City departments, council, citizens.	x					x	x				x	x	17,000	26,000	
5	Immediate Impact Community Project	48	Stratus Village - Affordable Housing Project Serving Households of 80% AMI or Less.	Stratus Village is a planned 200-unit affordable housing multifamily complex to be developed on seven acres of land off of Stratus Avenue. This project is intended to serve households of 80% area median income or less and will be comprised of studios, and a range of one-bedroom to four-bedroom apartments. The Housing Authority has already achieved their land-use needed to support the project and has designed a project that is compliant with McMinnville's Great Neighborhood Principles. The Housing Authority is partnering with Unidos, Virginia Garcia, Chemeketa Community College, Willamette Valley Medical Center, Department of Human Services, Worksystems, Inc., Yamhill Community Care (YCCO) and the Confederated Tribes of the Grand Ronde on their project. On February 23, 2021, the McMinnville City Council approved Resolution No. 2021-09 supporting the Housing Authority's Stratus Village project and their application to Oregon Housing and Community Services (OHCS) for funding. When the Housing Authority applied to OHCS for funding they were denied in the competitive process. One of the reasons for the state denying their application was the lack of local supportive dollars in the project. The Housing Authority would like to construct the project in two phases. The first phase of the project is approximately \$30.4 million dollars. Right of way improvements required for the project is approximately \$250,000 and infrastructure to serve the project is approximately \$5,000,000. The Housing Authority would like to request \$300,000 to help offset the right-of-way improvements and infrastructure costs of the project and to show local financial support of the project.	This investment will directly benefit the residents of Stratus Village, an affordable housing project for lower-income workforce and families in McMinnville and Yamhill County. This investment will also benefit the community of McMinnville by building a 200 unit affordable housing complex that will remain affordable housing for at least fifty years. And lastly this investment will benefit local businesses as it will provide much needed affordable housing for workforce to live locally.	x	x				x	x	x	x	x	x	x	x	200,000	300,000
6	Immediate Impact Community Project	34	Park Maintenance Fleet and Equipment Upgrades	This project is to fund needed fleet and equipment replacements for Park Maintenance operations to equip staff to adequately maintain increased acreage in the park system and to improve maintenance levels in established parks. These units have all reached the end of useful life.	Park visitors, staff					x		x					x	370,000	400,000	
7	Immediate Impact Community Project	4	Ambulance Replacement	Purchase a replacement ambulance that was not funded due to budgetary constraints. Two ambulances are being surplus due to equipment failures. The addition of this ambulance will move a high mileage ambulance to reserve. The FD has been responding to COVID patients since the pandemic started and continues to support COVID response.	McMinnville community and our Ambulance Service Area					x		x					x	230,000	250,000	
8	Innovative, High Impact Project	19	Innovation Center - Public Infrastructure Feasibility Analysis	This is a feasibility analysis of the necessary public infrastructure needed to support an Innovation Center on 140 acres of vacant industrial land on Highway 18 and at the Evergreen Campus. The feasibility analysis will evaluate the type and size of broadband, water, wastewater, power and transportation infrastructure needed to serve a high-density research and development industrial/business office district. Currently the city has only planned for the infrastructure necessary to serve a low-density general industrial user, and that infrastructure is already noted to be under capacity for even that type of industrial user. The public infrastructure feasibility analysis will allow the City to understand the public infrastructure that it needs to build to support the private development envisioned for this site, and to then leverage that knowledge to apply for state and federal infrastructure funds to build the infrastructure. Both the State of Oregon and the Federal Economic Development Agency have identified Innovation Hubs as priority economic development investments coming out of COVID. This is a priority project in terms of timeliness and the ability for McMinnville to leverage its ARPA funds for larger impact.	The development of an Innovation Center will benefit McMinnville and Yamhill County's economic development health. It will be a campus for both new and growing companies to co-locate and collaborate, share resources, and intellectual capital. It will also serve as a Class A office campus for McMinnville, which currently does not exist. The jobs created will serve both McMinnville residents and Yamhill County residents.	x					x	x	x	x	x	x	x	175,000	250,000	
9	Innovative, High Impact Project	16	First Responders for Mental Health Crises	Historically those in our community who suffer from mental health crisis, homelessness, and addiction have inappropriately been funneled into a public safety pathway to deal with incidents within our community. This has generally pulled resources from the police department who are equipped to handle some incidents; however, they are not necessarily the most effective at finding long term and wrap around solutions for those in need. The City would like to invest a portion of ARPA funds into a study on how a community-based system solution to keep public safety out of many of these types of calls might benefit us and what our options might be for making it a reality. We believe these community-based solutions will provide better long-term outcomes for those in crisis by having those with the expertise to take the lead and find positive outcomes for those who need, or desire help. This project would consist of contracting with a consultant who could best provide a "road map" for our community. The consultant could provide information about how to right size a program for a community our size, utilizing existing programs inside the county or finding new entities to invest in and partner with.	Residents experiencing mental health crises and their families and loved ones.	x					x	x		x			x	15,000	25,000	



**Staff Recommendation on ARPA  
Investments - High Priority Projects**

Priority Ranking	Category	Project # (from complete list)	Project Name	Description	Beneficiaries	SLFRF Eligibility Criteria				Investment Principles				City Values				Total Cost	
						Pollution Recovery	Water, Sewer, B/B	Prem Pay	Office Cost Rev	Address Disparities	Resiliency	A better way	Work with partners	Stewardship	Equity	Courage	Inclusion	Accountability	Low
10	Immediate Impact Community Project	30	Library HVAC Replacement	This is the number one Library priority for use of the ARPA funds. The Library HVAC is over 40 years old and requires frequent maintenance and replacement of parts, often costing the City \$35,000 - \$50,000 annually. Parts are hard to find due to the age of the equipment, and at least once a year the Library is left without heating or air conditioning while parts are researched and ordered. The most recent large equipment replacement of the Library HVAC system was 8 years ago, when the cooling tower was replaced. At the time it was recommended that the HVAC system be overhauled, but the decision was made instead to patch the system once again. During the COVID 19 pandemic it was recommended that HVAC filter systems be upgraded to the best possible standards to prevent transmission of the virus. Upgrading the Library HVAC will help with prevention of the COVID 19 virus. It will also be a long term savings for the City by keeping the Library buildings and systems in better working order.	Library staff, patrons, those who use the Library as a warming and cooling shelter, community members and visitors who use the Library.	x				x	x		x					80,000	150,000
11	Internal Efficiency Effectiveness	24	IS - Replace Firewall / VPN system	The current City firewall / VPN system will go end of life in FY 2024. This project will allow us to pull the replacement forward and get improved technology in place where it is needed most, especially for Covid-19: improving remote access tools for all City employees and improving the City's security posture for years to come. The current firewall was put in place in 2015 and while serviceable, is approaching the end of it's functional life.			x				x	x		x		x		58,000	80,000
12	Immediate Impact Community Project	47	Storm Water Capacity Projects	This request is for engineering and construction funds for stormwater capacity projects to address areas of flooding and insurance claims.	Impacted area residents, motorists and wastewater utility ratepayers.	x	x				x			x	x	x	x	402,500	553,750
13	Immediate Impact Community Project	42	Update to Parks and Open Space Master Plan	Update to Parks and Open Space Master Plan	McMinnville residents	x				x	x	x		x	x	x	x	100,000	200,000
15	Internal Efficiency Effectiveness	13	Emergency Manager	The City of McMinnville has been without a dedicated staffer to focus on the Emergency Management issues. This would fund .5 FTE of a position to focus on this Emergency Management planning and preparation for 3 years.	Residents and businesses				x		x			x		x		183,000	242,000
16	Immediate Impact Community Project	40	Park Maintenance: System Wide Irrigation Renovations	This project is to fund needed renovations irrigation renovations in multiple irrigation systems throughout the park system. Work will focus on sports turf, neighborhood parks and heavily used turf stands in community parks.	Park visitors, staff, recreation program users				x			x		x		x		240,000	263,900
17	Internal Efficiency Effectiveness	1	ADA Transition Plan	Contract with a consultant to develop an ADA transition plan to address ADA access issues and become compliant with the Federal ADA Act - to improve access and remove barriers to participation (Objective 5 under Engagement and Inclusion of MacTown 2032 Strategic Plan)	McMinnville community and visitors. Approximately 12% of McMinnville residents identified as disabled (American Community Survey, 2015-2019).	x				x	x	x	x	x	x	x	x	250,000	300,000
18	Immediate Impact Community Project	6	Backlog in court cases	Implement COVID-19 safety measures to facilitate court operations, expand current staffing model to increase speed of case resolution and address backlog of case counts and projects due to pandemic.	Individuals who have reason to come before the court and their counsel, agency partners such as law enforcement, crime victims, treatment and resource providers, the members of the community at large who benefit from law enforcement and adjudication of those cases.	x					x			x	x	x		58,100	67,100
19	Immediate Impact Community Project	31	Mobile Rec Station	2021 Transit 350 Cargo van with bench seat, branded/wrapping, retractable awning to take out to neighborhood parks for free activities.	McMinnville residents	x				x	x	x			x	x		61,500	82,000

**Staff Recommendation on ARPA Investments - Medium Priority Projects**

											1,248,000	2,029,000							
Priority Ranking	Category	Project # (From complete list)	Project Name	Description	Beneficiaries	SLFRF Eligibility Criteria						Investment Principles				City Values		Total Cost	
						Public Safety	Water, Sewer, BIF	Prem Pay	Offset Lost Rev	Address Disparities	Resiliency	A better way to work with partners	Stewardship	Equity	Courage/Future	Accountability	Low	High	
21	Immediate Impact Community Project	25	IS - Technology in Conference Rooms	Technology upgrades to the Civic Hall and other City conference rooms to allow for high quality, easy to use and equitable public meeting tools.	City employees, Council/Committees, Public	x	x				x	x		x			77,000	105,000	
22	Immediate Impact Community Project	11	Document Translation into Spanish	This is a request to hire a service to translate the City Code and all externally facing core service forms and applications into Spanish. Approximately 25% of the McMinnville population identifies as Hispanic. Approximately 20% of McMinnville residents do not speak english at home. The City of McMinnville has made an effort to translate some documents into Spanish but only in very discrete and specific situations. The McMinnville City Code, Zoning Ordinance, Permits, Land-Use Applications, Code Enforcement Forms, Legal Forms, Parks and Recreation Participation Forms, etc. have not been translated into Spanish. Translation services can be provided when requested, but many studies show that people who do not speak the host nation language are often reluctant to request translation of government documents into their native language. In January, 2022, we will need to provide equitable access to all public meetings both in a virtual environment and in person. We could livestream meetings with closed caption subtitles in both English and Spanish.	Spanish speaking residents of McMinnville and Spanish speaking customers of the City of McMinnville as well as McMinnville generally by increasing engagement with all members of the community.	x					x	x	x	x	x	x	50,000	100,000	
23	Innovative, High Impact Project	7	Broadband access and technology training	Address 2 of 3 barriers to highspeed internet: cost of service for people who can't afford it and training on how to effectively use the internet.	Residents unable to afford highspeed internet and/or who could benefit from technology training.	x					x	x		x	x		362,500	612,500	
24	Immediate Impact Community Project	39	Park Maintenance: Neighborhood Park Renovations	This project is to fund needed playground replacements in several neighborhood parks, replace deficient fall attenuation material and renovate sport court surfaces.	Park visitors, staff					x			x	x	x		240,000	262,600	
25	Internal Efficiency Effectiveness	12	Electric vehicle for Library home delivery	This is the second highest Library priority for ARPA funds. At the beginning of the COVID 19 pandemic, the Library developed a system for delivery of Library materials within the City limits of McMinnville. The service was a success with both patrons and staff, and was soon expanded to include Lafayette, Yamhill, and Carlton. Currently the Library uses an older SUV passed down from the Fire Department. While a great benefit at the time, the hand-me-down vehicle is not a long term solution for Library home delivery. Home delivery is an example of a service where the pandemic has shown us another beneficial method of delivering Library materials. It is the intention of the Library to continue home delivery. Purchasing a new or used electric vehicle will save the City on fuel, and enable the Library to continue home delivery for many more years.	Library patrons and staff	x							x	x	x		30,000	70,000	
26	Innovative, High Impact Project	52	HR - DEI Implementation	Investments to implement diversity, equity & initiatives. Possibly including personnel and/or consultant costs.	DEI initiatives benefit employees, volunteers, and residents.					x	x	x	x	x			55,000	225,000	
27	Immediate Impact Community Project	36	Park Maintenance: Discovery Meadows Splash Pad Renovation	This project is to fund needed renovations to the Discovery Meadows splash pad. Constructed in 2005, this park feature is heavily visited and attracts multiple visitors to Discovery Meadows Park. The work would include renovating the mechanical system, filtration, water quality components, control elements and plaza.	Park visitors, staff					x			x	x	x		240,000	263,900	
28	Internal Efficiency Effectiveness	20	IS - Datacenter Move (CC to WWS)	The City currently has two main datacenters at the Community Center and Police Department. Recent investments to the WWS facility combined with an uncertain future for the Community Center make this a highly beneficial project to position City infrastructure for years to come.	City Infrastructure, Cybersecurity and Resiliency position.	x						x		x	x		52,000	105,000	
29	Internal Efficiency Effectiveness	46	Remodel: Muni Court more accessible	Remodel the first floor of the City Hall to allow the Municipal Court to have its own entrance that is ADA compliant and allows for improved social distancing for both members of the doing business with court staff as well as the staff themselves.	Individuals who have reason to come before the court, staff working in the City Hall	x					x			x	x	x	16,500	35,000	
30	Internal Efficiency Effectiveness	54	Covid Costs to City Organization	City staff time and direct costs for items such as PPE, specialized cleaning, etc. directly related to covid and the response to it continue to be part of the work of the City. This estimates the cost for these activities.	All city staff, visitors, partners and community members who receive services from the City	x							x		x		125,000	250,000	



## STAFF REPORT

**DATE:** January 18, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Rich Leipfert, Fire Chief  
**SUBJECT:** Resolution # 2023-06 Approving the County Board Order #23-15 and consenting to the formation of a fire district :



### COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

**OBJECTIVE/S:** Provide exceptional police, municipal court, fire, emergency medical services EMS, utility services and public works

#### Report in Brief:

This resolution is required as the final formal step for the City in moving forward with an election for a new fire district. It is affirming the County Commissioners Board Order that was processed and approved as a result of the city resolution and petition.

#### Background:

On October 11th 2022 the City Council passed Resolution 2022- 63 authorizing the submission of and supporting a petition for the formation of a new fire district pursuant to ORS 198.800 to ORS 198 and a ballot measure for the formation of McMinnville Fire District. The petition proposed a permanent tax rate for the new fire district of \$2.00 per \$1,000 of assessed value.

On January 12<sup>th</sup> the County Board of Commissioners after two public hearings unanimously approved an order approving the formation of the McMinnville Fire District, adopting a Notice of Elections to refer voters in the special district election of May 16, 2023. The measure is for the formation of the McMinnville Fire District and establishing a new permanent tax rate of \$2.00/ \$1000 of assessed value.

#### Attachments:

- Resolution No. 2023-06
  - Exhibit 1: Yamhill County Board of Commissioners – Board Order 23-15

#### Recommendation:

Approve Resolution 2023-06

## RESOLUTION NO. 2023-06

A Resolution approving the Order of the County Commission (attached Exhibit 1) and consenting to the formation of a fire district incorporating the city limits should such a ballot measure be passed by the voters.

### RECITALS:

**Whereas**, The City of McMinnville, Oregon Petitioned for Formation of the McMinnville Fire District to the Yamhill County Board of Commissioners requesting Board action to initiate the formation of the McMinnville Fire District and;

**Whereas**, The Board of Commissioners received a request from the City of McMinnville, supported by the McMinnville Rural Fire Protection District, to initiate formation of a rural fire protection district (the "McMinnville Fire District") and;

**Whereas**, the proposed formation is subject to the proposed terms and conditions outlined in the Order and

**Whereas**, the Boards of Directors of the McMinnville Rural Fire Protection District has initiated a measure for voter approval of dissolution of the Existing District conditioned on simultaneous voter approval of the formation of the McMinnville Fire District; and

**Whereas**, the boundary of the proposed McMinnville Fire District, described in Exhibit 1 attached to this Board Order, and mapped in Exhibit B, also attached to this Board Order, includes the City of McMinnville. As required by ORS 198.720 and 198.835, a certified copy of a resolution by the City governing body approving district formation must be attached to the County Board Order. The City of McMinnville is the only incorporated city within the boundary of the proposed McMinnville Fire District; and

**Whereas**, the Board of Commissioners held two public hearings on the formation of the McMinnville Fire District under ORS 198.805 . After testimony and considering the criteria in ORS 199.462 the Board concluded that the area could be benefited by the formation of the McMinnville Fire District and

**Whereas**, the Yamhill County Board of Commissioners ordered that formation of the McMinnville Fire District as initiated by the Board on October 27, 2022, is approved for referral to the voters of the proposed McMinnville Fire District in the special district election of May 16, 2023, with the boundaries described in the attached Exhibit 1 and

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

1. The City of McMinnville, Oregon hereby approves the Order of the County Commissioners (Attached) and consents to the formation of a fire district incorporating the city limits should such a ballot measure be passed by the voters.

2. The City Recorder of the City of McMinnville, Oregon shall provide a certified copy of this Resolution to the Yamhill County Board of Commissioners forthwith.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of January, 2023 by the following Votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 24<sup>th</sup> day of January 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

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

Exhibits:

1. Yamhill County Board of Commissioners – Board Order 23-15

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of an Order Approving the )  
Formation of the McMinnville Fire District; Adopting ) BOARD ORDER 23-15  
Notice of Elections to Refer to the Voters in the Special )  
District Election of May 16, 2023 the Measure for )  
Formation of the McMinnville Fire District and )  
Establishment of a Permanent Tax Rate. )

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on January 12, 2023, Commissioners Lindsay Berschauer, Kit Johnston and Mary Starrett being present.

THE BOARD MAKES THE FOLLOWING FINDINGS.

- A. Formation of special districts in general is governed by ORS 198.705 to 198.955. Formation of fire protection districts is governed by ORS Chapter 478.
- B. The Board received a request from the City of McMinnville, supported by the McMinnville Rural Fire Protection District, to initiate formation of a rural fire protection district (the “McMinnville Fire District”).
- C. The proposed McMinnville Fire District would be located entirely within Yamhill County.
- D. The proposed formation is subject to the following proposed terms and conditions:
  - Formation of the McMinnville Fire District is subject to voter approval, with the question presented at the May 16, 2023, special district election.
  - Formation of the McMinnville Fire District is subject to the concurrent voter approval of the dissolution of the existing McMinnville Rural Fire District.
  - Effective Date: If approved, the final order forming the McMinnville Fire District (the “Final Order”) will take effect on June 30, 2023, at 11:30 p.m. PST.
  - Employees: Subject to the provisions of ORS 236.605 to 236.640, the employees of the City of McMinnville Fire Department shall be transferred to the McMinnville Fire District.

- Asset Transfer: All real and personal property and other assets of the McMinnville Rural Fire District and those assets of the City of McMinnville necessary for provision of fire and EMS services shall be transferred to and become the property of McMinnville Fire District, including transfer of the main fire station and a lease of the training area for a period of 99 years.
  - Debt Distribution: The McMinnville Fire District will assume all fire protection related debt obligations of the City of McMinnville Fire Department and McMinnville Rural Fire Protection District. The City of McMinnville has an outstanding municipal loan for \$588,000 for fire apparatus. No other long term debt obligations will be assumed by the new district.
- E. The boundary of the proposed McMinnville Fire District, described in Exhibit A, attached to this Board Order, and mapped in Exhibit B, also attached to this Board Order, includes the City of McMinnville. As required by ORS 198.720, the Resolution of the City of McMinnville approving the formation of the proposed McMinnville Fire District is made in conjunction with this petition. The City of McMinnville is the only incorporated city within the boundary of the proposed McMinnville Fire District. City of McMinnville consideration and approval by resolution of the Final Order of the Board will occur contemporaneously with the County process, and must be attached to the County's Final Order.
- F. On December 1, 2022, the Board conducted the first public hearing on formation of the McMinnville Fire District, under ORS 198.805. After public testimony was concluded, the Board considered the criteria in ORS 199.462 to determine if the area could be benefitted by formation of the McMinnville Fire District. After deliberation, the Board determined the petition met the requirements of ORS 198.805 and the criteria in ORS 199.462 and adopted Board Order 22-367 which ordered that:
- a. The formation of the McMinnville Fire District as initiated by the Board on October 27, 2022, should proceed in the process. The Board recognizes that in addition to formation of the McMinnville Fire District, the petition seeks approval of a new permanent tax rate of \$2.00 per thousand assessed valuation. Voter approval is required before taxes may be levied for the permanent tax rate.
  - b. A second hearing on formation of the McMinnville Fire District is set for 10:00am January 12, 2023, in Room 32 of the Yamhill County Courthouse. The boundaries of the proposed new district are set forth in the attached Exhibit "A." If final approval of the petition is granted after the January 12, 2023, hearing, the Board will refer the questions posed by the petition to the electors.
- G. The Board held a second public hearing on January 12, 2023, under ORS 198.805 after proper notice by publication and posting. At the second hearing, the Board considered adoption of an order to submit the question proposed by the petition to the electors.

H. ORS198.815(1) provides in part that when a "...petition for formation includes a permanent rate limit for operating taxes for the proposed district, the board shall provide by order for the holding of an election to submit to the electors the question of forming the district. The board shall cause notice of the election to be published by two insertions...". Under ORS 198.815(2), the next available election date for a measure forming the McMinnville Fire District and establishing a permanent tax rate is the Special District Election on May 16, 2023.

I. ORS 198.815(3) provides as follows:

"The order calling the election shall require the county official in charge of elections to include with the ballot for the election a map or other description of the boundaries of the proposed district using streets and other generally recognized features and a statement of the permanent rate, if any, proposed for the district in the petition for formation under ORS 198.750 (1)(g). Such statement shall comply with the requirements of ORS 250.035. The map or other description and statement required by this subsection shall be supplied by the county board."

J. ORS 198.815(4) specifies the contents of a ballot title and requires that it asks a single question which is (a) whether the proposed district shall be formed and (b) whether the permanent rate limit specified in the ballot title shall be adopted as the maximum rate of operating taxes for that district.

K. Based on the results of the December 1, 2022, and January 12, 2023, hearings, the Board finds it appropriate to refer to the voters in the special district election of May 16, 2023, a measure for formation of the McMinnville Fire District and establishment of a permanent tax rate. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. The formation of the McMinnville Fire District as initiated by the Board on October 27, 2022, is hereby approved for referral to the voters of the proposed McMinnville Fire District in the special district election of May 16, 2023 with the boundaries described in the attached Exhibit A and mapped in the attached Exhibit B, both Exhibits being hereby incorporated into this Board Order (the "Measure").
2. The attached Notice of Measure Election, incorporated into this Board Order as Exhibit C, shall be filed with the Yamhill County Clerk (the "Clerk"), and the Clerk is requested to cause the Measure to be placed on the ballot for the special district election of May 16, 2023. The Measure submitted to the voters by the Clerk shall include the ballot title attached to the Notice of Measure Election in form substantially as in attached Exhibit C.
3. At the May 16, 2023 election, members of the McMinnville Fire District board will also be voted for. Candidates to be voted for as members of the first board of the McMinnville Fire District shall be nominated as provided by ORS chapter 255 and 478.



4. After receiving the Clerk's certification of the results of the special district election of May 16, 2023, if it is determined by the Board that the majority of the votes cast were in favor of formation of the McMinnville Fire District, the Board will enter the Final Order establishing and forming the McMinnville Fire District in accordance with ORS 198.820(1).
5. If the formation of the McMinnville Fire District is approved, the Board will canvas the votes for members of the McMinnville Fire District board and cause the Clerk to issue certificates of elections to the number of persons receiving the highest number of votes for the five-person board.

DONE this 12<sup>nd</sup> day of January 2023, at McMinnville, Oregon.

ATTEST



YAMHILL COUNTY BOARD OF COMMISSIONERS

*Lindsay Berschauer*

KERI HINTON  
County Clerk

Chair

LINDSAY BERSCHAUER

By: *Carolina Rook*  
Deputy CAROLINA ROOK

*Kit Johnston*

Commissioner

KIT JOHNSTON

FORM APPROVED BY:

*Christian Boenisch*

CHRISTIAN BOENISCH  
Yamhill County Counsel

*Mary Starrett*

Commissioner

MARY STARRETT

Exhibit A

BO 23- 15  
Page 5

Added on 01.20.2023

EXHIBIT 'A'

Revised on 01.20.2023  
66 of 112

Legal Description For:  
McMinnville Fire District  
Resultant Boundary as Modified  
By ORDER NO. 76-174

Beginning at an angle point in the south line of the Carlton Rural Fire District in the Northeast one-quarter of Section 1, Township 4 South, Range 4 West of the Willamette Meridian, Oregon, said point also being the northeast corner of the E. Millican Donation Land Claim No. 43 in said Township; and running thence:  
West with South line of said Carlton District to and along County road 70.0 chains to angle in road;  
thence Northwesterly along County road and over bridge 15.0 chains to angle in road;  
thence Westerly and Southwesterly along road 85.0 chains to the center of State Highway No. 47;  
thence Northwesterly following center of State Road No. 47, 72.0 chains to the North line of the J. W. Carse property, said point being 128.0 chains South of Main Street in the City of Carlton, Oregon;  
thence West 85.0 chains to the center of the North Yamhill river;  
thence Northerly following center of North Yamhill river to where said river intersects the West line of the J. Ramage D.L.C.;  
thence North 15.0 chains;  
thence West 35.0 chains to a County road;  
thence North 3.0 chains to angle in County Road;  
thence West along County road 40.0 chains to intersection of roads;  
thence South 16.0 chains to angle in road;  
thence West along County road 100.0 chains more or less to the Southeast corner of the August Romike property;  
thence North 12.0 chains to angle in Romike property;  
thence West 6.00 chains to angle in Romike property;  
thence North 28.0 chains to the Northeast corner of Romike property and the South line of the W. L. Adams D.L.C.;  
thence South 82° 00' West along South line of the Adams D.L.C., 40.0 chains to angle in South boundary of said Claim;  
thence North 77° 00' West along South boundary of Adams Claim, 25.0 chains to the line between Sections 25 and 26 in Township 3 South, Range 5 West;  
thence South along Section line, 81.0 chains to the 1/4 post between Sections 35 and 36;  
thence West 80.0 chains to the 1/4 post between Sections 34 and 35;  
thence South 20.0 chains to the Northeast corner of the Howard Bixler land;  
thence West 80.0 chains to the Section line between Sections 33 and 34;  
thence South 50.0 chains along Section line to where the Section line between Sections 3 and 4 crosses the County road;  
thence Southeasterly following County road approximately 40.0 chains to where county road crosses section line between Sections 3 and 10, in Township 4 South, Range 5 West, and being an angle corner of the Forrest Fire Patrol District;  
thence West 60.0 chains to the 1/4 post between Sections 4 and 9;  
thence South 40.0 chains to the center of Section 9;  
thence West 40.0 chains to the 1/4 post between Sections 8 and 9;  
thence South 40.0 chains to the southeast corner of Section 8;

thence West 40.00 chains to the 1/4 post between Sections 8 and 17;  
thence South 40.0 chains to the center of Section 17;  
thence West 40.0 chains to the 1/4 post between Sections 17 and 18;  
thence South 60.0 chains;  
thence East 40.0 chains to an angle in county road 20 chains South of the 1/4 post on the North line of Section 20 in Township 4 South, Range 5 West;  
thence following county road Easterly and Southerly approximately 1-3/4 miles to the line between Sections 21 and 22;  
thence South 90.0 chains to the southeast corner of Section 28;  
thence West 100.0 chains to where Section line intersects the North line of the R. C. Combs D.L.C.;  
thence North 60° 45' West along North line of the Combs Claim, 13.0 chains to the northwest corner of said Combs Claim;  
thence South 21° 30' West with West line of said Combs claim, 81.0 chains to the S. W. corner of said Combs claim;  
thence South 60° 45' East along South line of Combs claim and extending to County road, approximately 82.0 chains and being the Northeast corner of the Sheridan Rural Fire Patrol District;  
thence Southerly along county road and the East line of the Sheridan District, 90.0 chains to the Southerly line of the James Coleman D.L.C.;  
thence South 54° 00' East along said Claim line 15.0 chains to the Southerly corner of said Coleman claim;  
thence South 38.0 chains to the southwest corner of Lot #7 of Section 9 in Township 5 South, Range 5 West, and the S. W. corner of Dave Waddell property;  
thence East 40.0 chains to the southeast corner of the Waddell property;  
thence North 40.0 chains to the East and West center line of Section 9;  
thence East 28.0 chains to the 1/4 post between Sections 9 and 10;  
thence North 20.0 chains;  
thence East 20.0 chains;  
thence South 84.0 chains to the North line of the Andrew Baker claim;  
thence East 12.0 chains to the northeast corner of the Andrew Baker D.L.C.;  
thence South 48.0 chains to the S. E. corner of the Andrew Baker D.L.C.;  
thence Easterly along the county road approximately 70.0 chains to the intersection of county roads;  
thence East along the north line of the Robert Henderson D.L.C. 49.56 chains more or less to the northeast corner of said claim;  
thence South along the East line of the Henderson Claim to the section line between Sections 23 and 14 in Township 5 South, Range 5 West;  
thence East along said section line between Sections 23 and 14, and Sections 13 and 24, Township 5 South, Range 5 West to a point in the center of the South Yamhill River;  
thence Northerly following the center of the South Yamhill River to the west line of the A. E. Garrison D.L.C. at a point which bears North 23° West 23 chains from the southwest corner of said claim;  
thence North 23° West along the west line of said Garrison D.L.C., to the Northwest Corner of said Garrison claim;  
thence North 62° East along the North line of said Garrison claim to the west line of the John Monroe D.L.C.;  
thence North along the west line of said Monroe claim to the south line of Lot 6 of County Survey No. 2476;  
thence East along the south line of Lot 6, 837.41 feet to the Southeast Corner of Lot 6, also being the Southwest corner of Lot 5 of said County Survey No. 2476;

thence North 1456.82 feet to the Northwest corner of said Lot 5, said point also being the northwest corner of that tract conveyed to Yamhill County as recorded in Film Volume 83, Page 8788, Deed and Mortgage Records, said point also being on the North Line of said Monroe Claim;

thence East along the North line of said Monroe claim to a point in the center of the South Yamhill River;

thence Easterly along the center of the South Yamhill River to the Northeast corner of said Yamhill County tract, said point being on the west line of the John William Crawford and Viola M. Crawford property as recorded in Film Volume 47, Page 1347, Deed and Mortgage Records;

thence North along said west line to the Northwest corner of said Crawford property, said point being on the North line of said Monroe claim;

thence South  $88^{\circ}41'48''$  East 115.69 feet along said north line;

thence North  $49^{\circ}28'$  East 23.55 chains to the most Northerly northeast corner of the Elmer E. and Hazell Shaver Property;

thence East along the north line of said Shaver property and along the section line between Section 6 and Section 7, Township 5 South, Range 4 West, being the north line of the McPhillips Farm, Inc. Property, 59.00 chains to the west line of U.S. Lot 3 of Section 6, Township 5 South, Range 4 West;

thence North along the West line of said Lot 3 to the Northwest corner thereof;

thence East along the North line of said Lot 3 to the Northeast corner thereof;

thence South along the East line of said Lot 3 and the West line of the William Garrison D.L.C to the intersection with the center of Salt Creek;

thence in a Southeasterly direction down the meanderings of the center of Salt Creek to the West line of the Maude Kneedler Robbins Tract as recorded in Volume 170, Page 670, Deed and Mortgage Records in and for Yamhill County;

thence North  $8^{\circ}$  East along the West line of the said Robbins Tract to the intersection with the West line of the Southern Pacific Railroad;

thence Southeasterly along the West line of said Railroad to the Westerly extension of the North line of the Lois M. and Huron W. Clough Tract, also being the South Line of Yamhill Street of Whites Addition to Whiteson;

thence South  $89^{\circ}22'$  East along the South line of said Yamhill Street and North line of said Clough Property to the Northeast corner of said Clough Property, said point also being at the center of County Road 450;

thence Northwesterly along the center of said County Road 450 to the intersection with the center of Market Road No. 34;

thence Easterly along the center of said Market Road No. 34 to the northeast corner of the John Stephens D.L.C.;

thence South  $75^{\circ}34'$  East 5.72 chains along said center of Market Road No. 34 to the East line of a tract conveyed to George Joseph Goss and Rosalin Goss and Veral Goss and Lena Goss recorded in Volume 154, Page 756, Deed and Mortgage Records;

thence North along the East line of said Goss tract 14.15 chains to the northeast corner thereof;

thence South  $57^{\circ}45'$  West 5.72 chains along the north line of said Goss tract to a point 10.275 chains North of the Northeast corner of said Stephens Claim;

thence North to the corner of Sections of 3, 4, 9, and 10 in Township 5 South, Range 4 West;

thence North  $17^{\circ}$  East 18.25 chains;

thence East 4.94 chains;

thence North 31.64 chains;

thence South  $85^{\circ}$  West 13.37 chains to a point on the East line of the Henry Hyde D.L.C that is North  $16^{\circ}$  West 8.00 chains from quarter section corner on the section line between Section 3 and Section 4, Township 5 South, Range 4 West of the Willamette Meridian;

thence North  $18^{\circ}30'$  West along the East line of said Henry Hyde Claim to the Northeast corner thereof;

thence North 87°30' West 325.79 Feet along the North line of said Henry Hyde Claim to the southwest corner of U.S. Lot 8 in Section 33, Township 4 South, Range 4 West;

thence North 7 Chains along the line between U.S. Lots 2, 7, and 8 in said Section 33 to the Northeast corner of said U.S. Lot 2, said point being on the South line of the Ephriam Ford D.L.C.;

thence East along the along the South line of said Ephriam Ford claim 23.70 chains to the Southeast corner thereof;

thence North 12° West 18 chains more or less along the East line of said Ephriam Ford Claim to the center of the South Yamhill River;

thence Easterly with the meanders of said South Yamhill River downstream to a point which bears North 17°30' East from the Northwest Corner of the Cyrus B. Hawley D.L.C. No. 67, being also an angle corner in the Richard Boothe D.L.C.;

thence South 17°30' West to the aforementioned northwest corner of the Cyrus B. Hawley D.L.C.;

thence South 23° 30' East along the West line of said Hawley Claim to an angle corner of said Hawley Claim, being also an angle corner in the County Road 463;

thence Easterly along the center of said County Road 463 to the West line of the William Graham D.L.C. No. 55;

thence South 4° 30' West along the West line of said Graham Claim to the center line of Star Quarry Road, County Road No.421;

thence Southwesterly along the center of said County Road 421 to the West line of the Plat of Woodland Heights Subdivision;

thence South 5°50'58" East along the west line of said Woodland Heights Subdivision to the Southwest corner thereof, said point being on the South line of the James McDonald D.L.C.;

thence South 85°30' East along said South line of McDonald Claim 48.54 chains to the S. E. corner of said claim;

thence North 4°00' East along the East line of said McDonald Claim 20.0 chains to the N. W. corner of Lot #1 of Walnut Hill Plat;

thence East 15.0 chains to the N. E. corner of Lot #15 Walnut Hill Plat;

thence South along East line of Walnut Hill Plat 65.0 chains to center line of county road;

thence Easterly along center of county road 40.0 chains to the intersection of County road and Secondary State Highway;

thence Northerly and following center of Secondary State Highway No. 154 and county road approximately 8 miles to center of South Yamhill River;

thence Westerly up center of Yamhill river to a point in line with the Westerly boundary of the City of Lafayette produced Southerly;

thence Northerly to and with the Westerly boundary of the City of Lafayette to the Northwest corner of City of Lafayette;

thence Northerly along the northerly extension of said westerly boundary of the City of Lafayette to the Point of Beginning.

Exhibit B

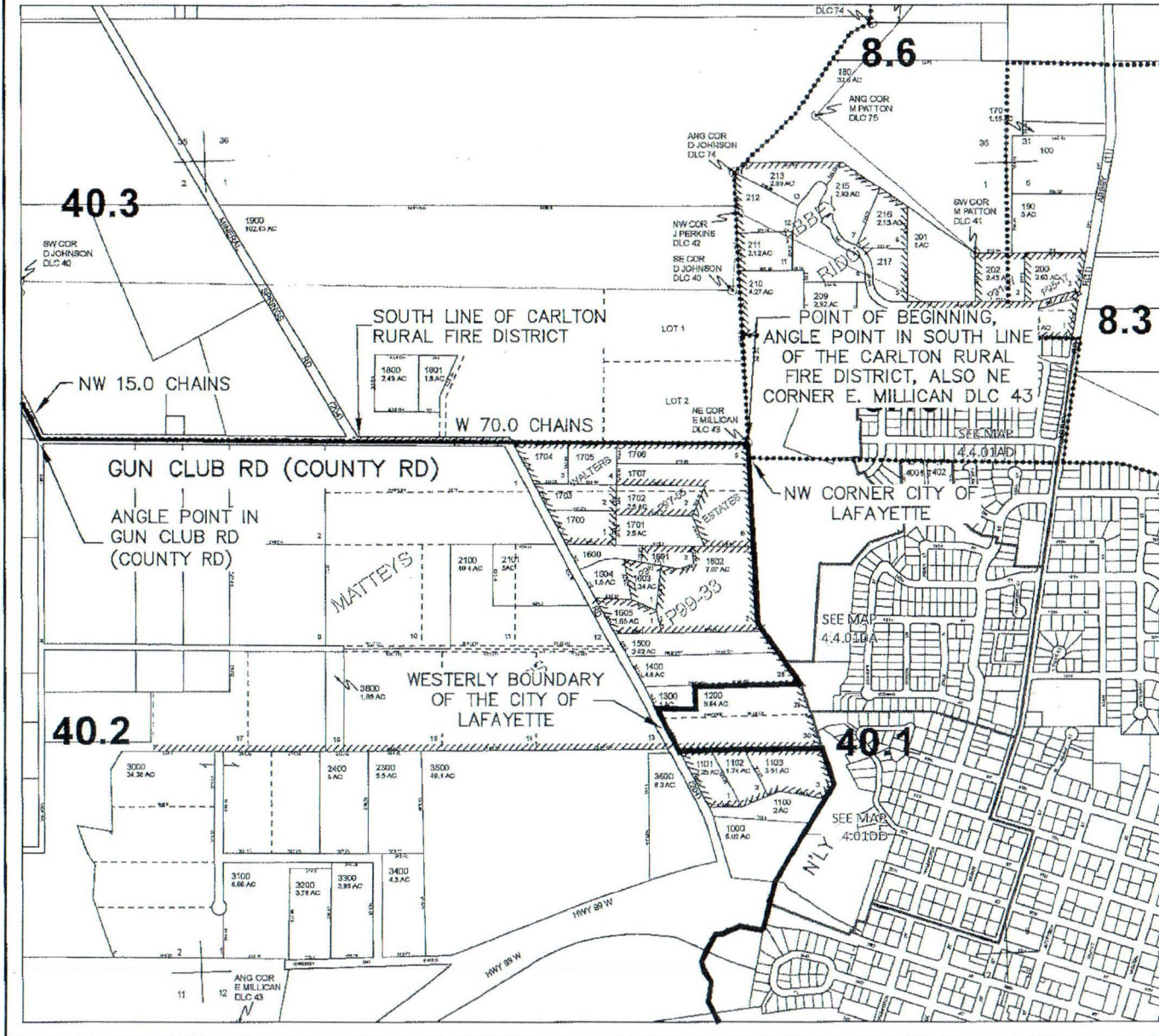
BO 23-15  
Page 6

Added on 01.20.2023  
Exhibit "B"

# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.4.01  
 DATED 5/19/2022)



**BARKER  
 SURVEYING**

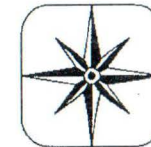
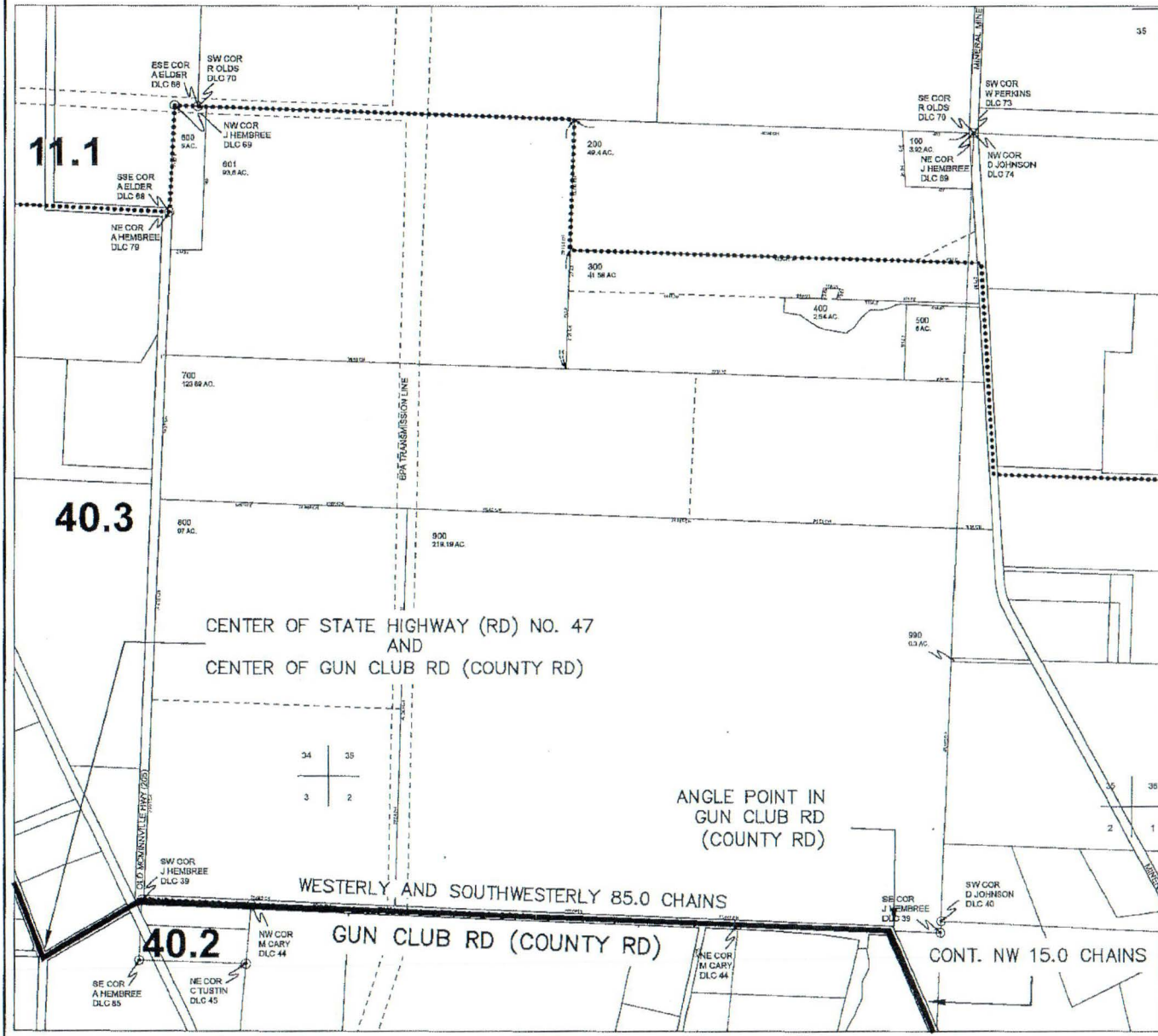
3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM



# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.35  
 DATED 1/5/2016)



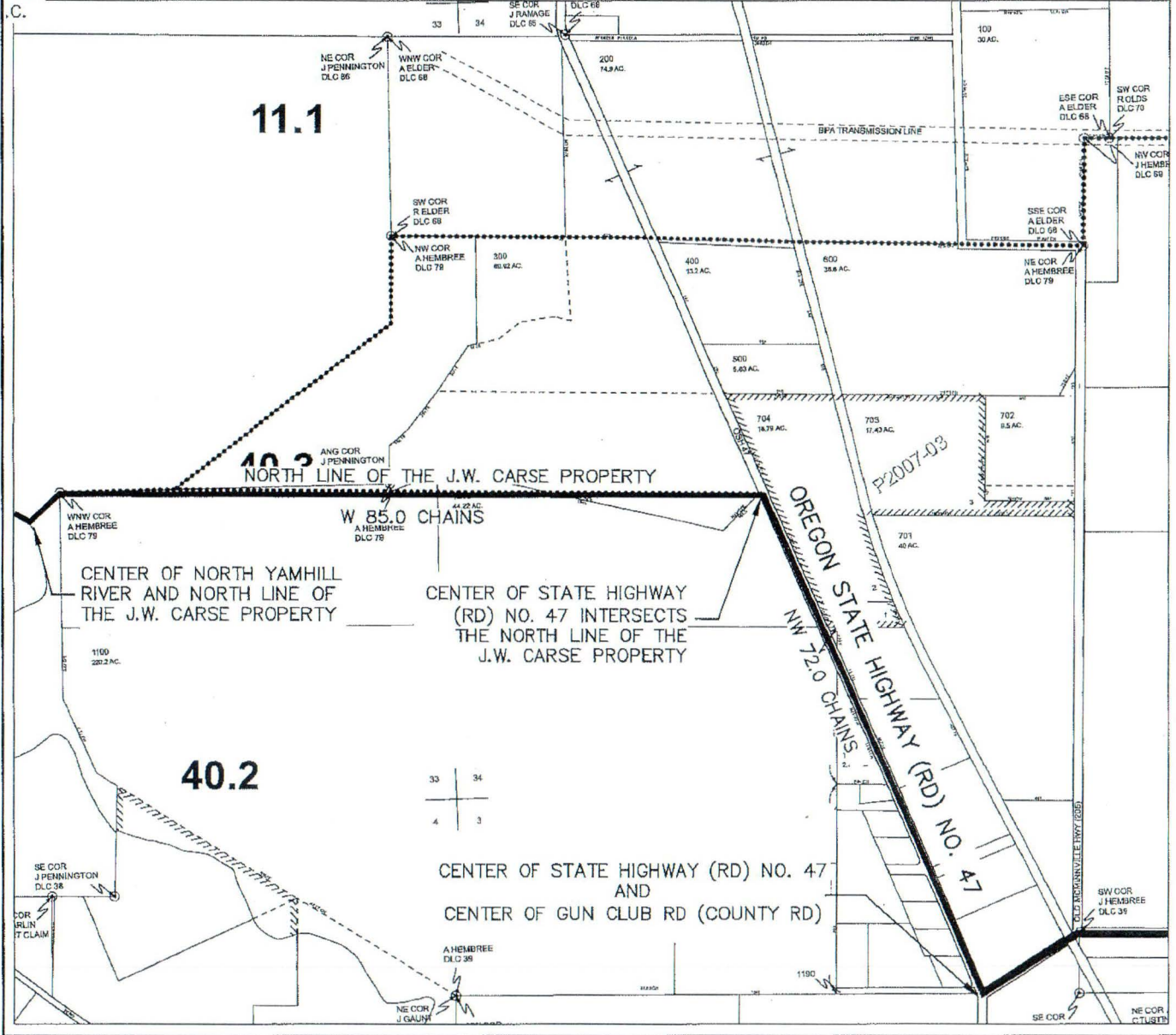
**BARKER  
 SURVEYING**

3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM

# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.34  
 DATED 4/12/2017)



**BARKER  
 SURVEYING**

3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM

# EXHIBIT MAP

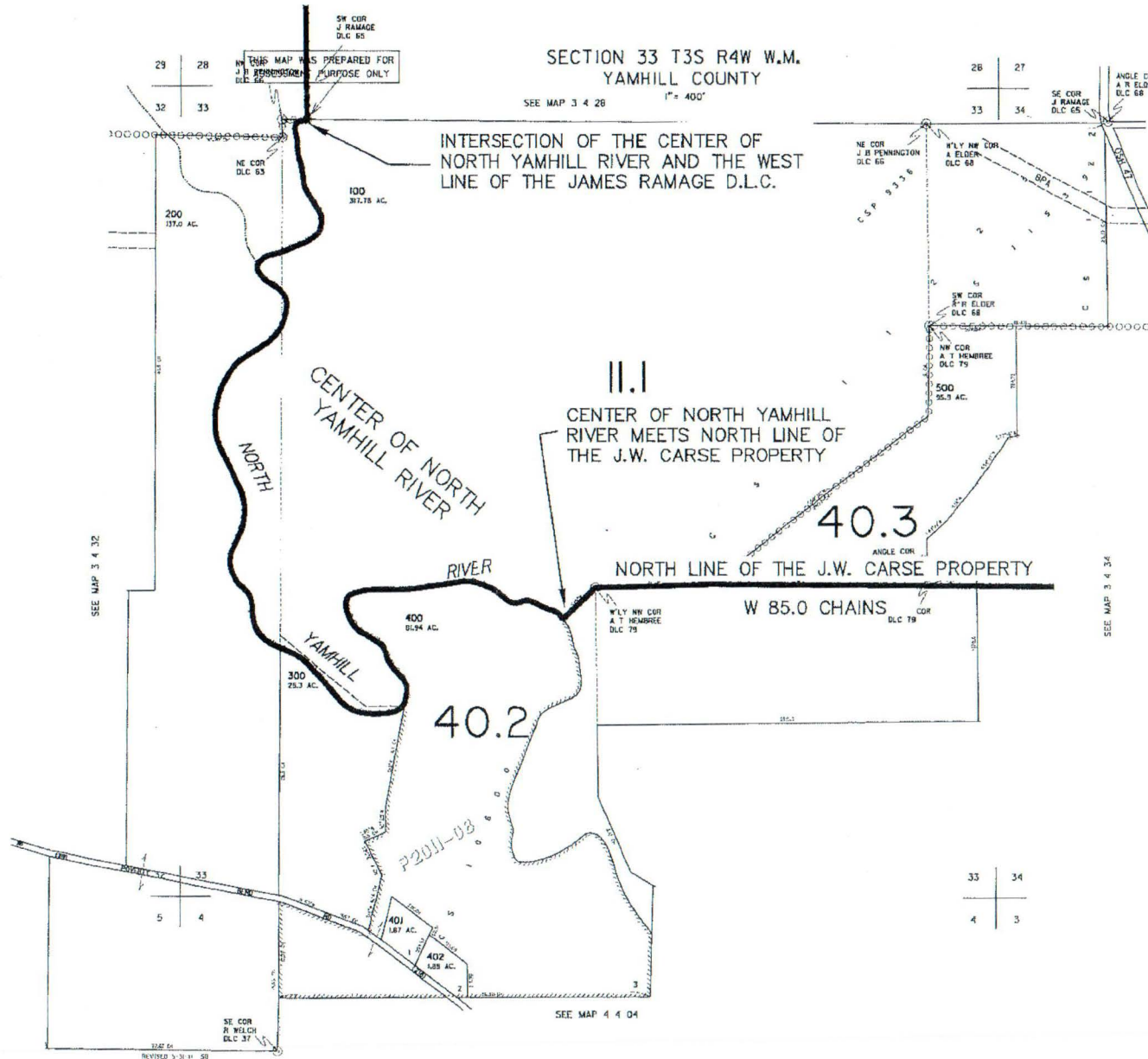
SECTION 33 T3S R4W W.M.  
YAMHILL COUNTY

SEE MAP 3 4 28 1" = 400'

INTERSECTION OF THE CENTER OF  
NORTH YAMHILL RIVER AND THE WEST  
LINE OF THE JAMES RAMAGE D.L.C.



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 3.4.33  
DATED 5/31/2011)



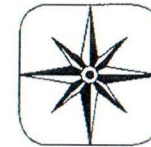
**BARKER  
SURVEYING**

3657 KASHMIR WAY SE  
SALEM, OREGON 97317  
PHONE (503) 588-8800  
FAX (503) 363-2469  
EMAIL: GREG@BARKERWILSON.COM

# EXHIBIT MAP

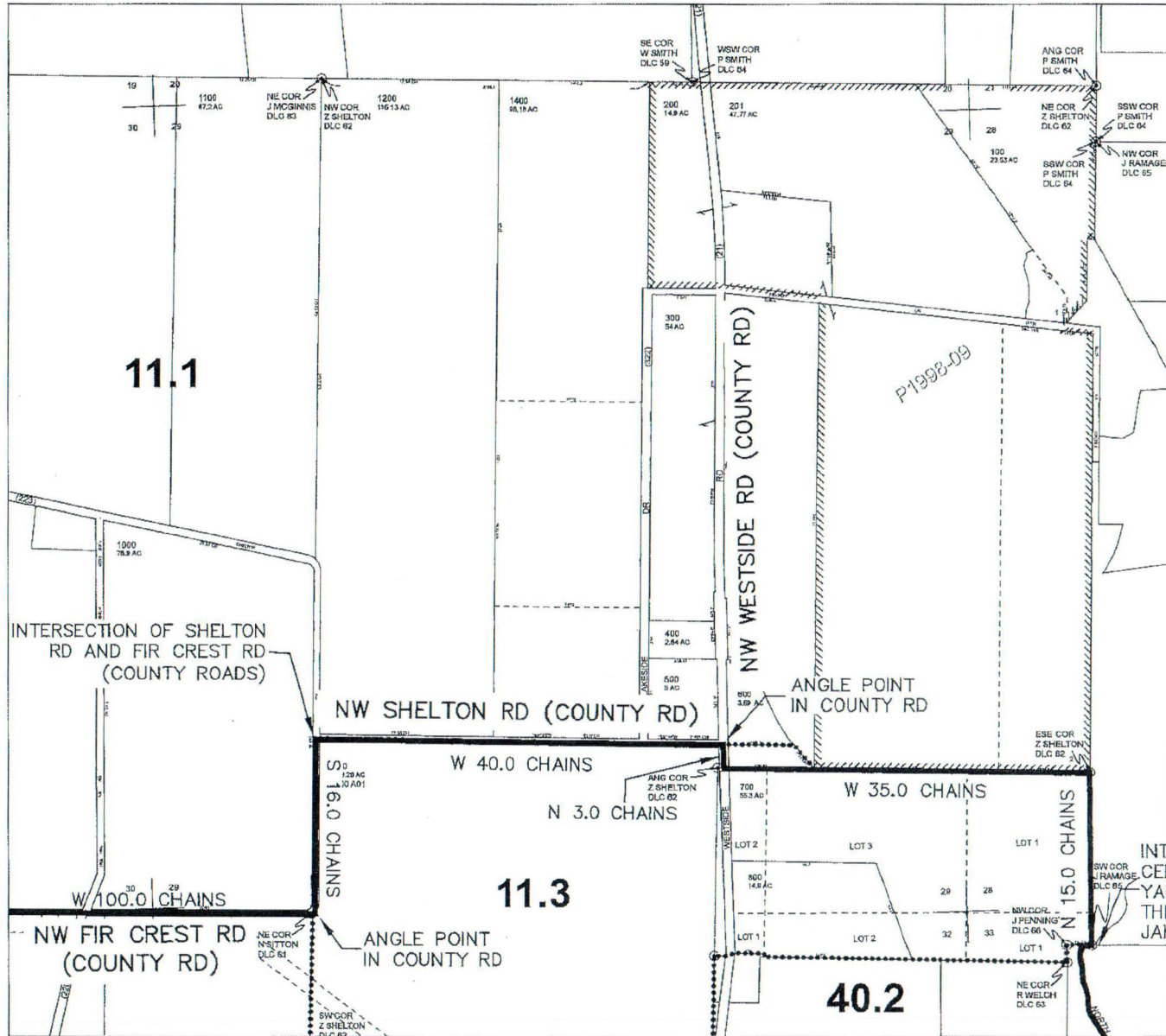


NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.29  
 DATED 5/26/2021)



**BARKER  
 SURVEYING**

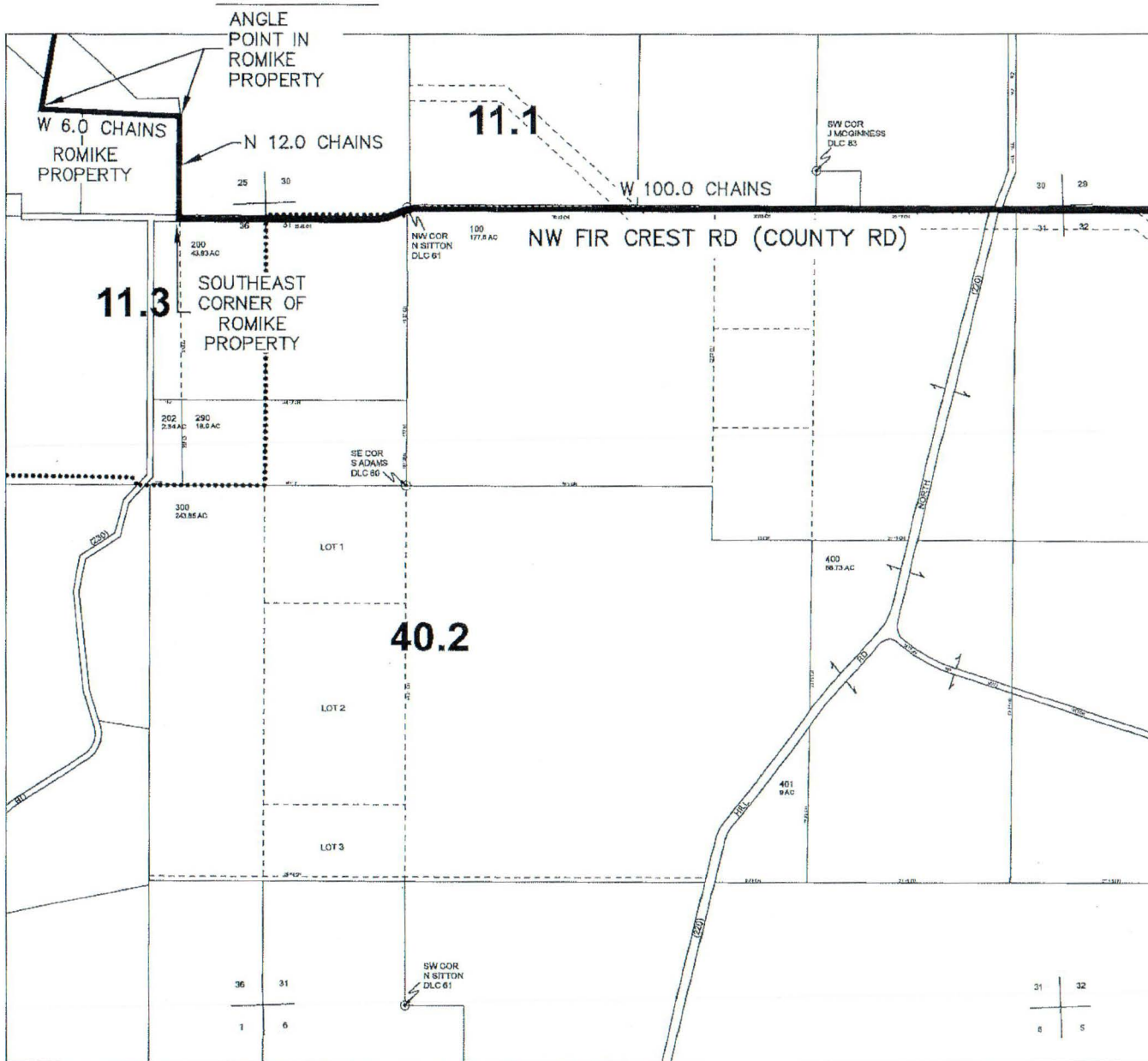
3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM



# EXHIBIT MAP



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 3.4.31  
DATED 4/8/2021)



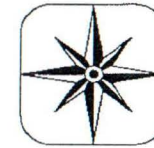
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FAX (503) 363-2469  
EMAIL: GREG@BARKERWILSON.COM

# EXHIBIT MAP

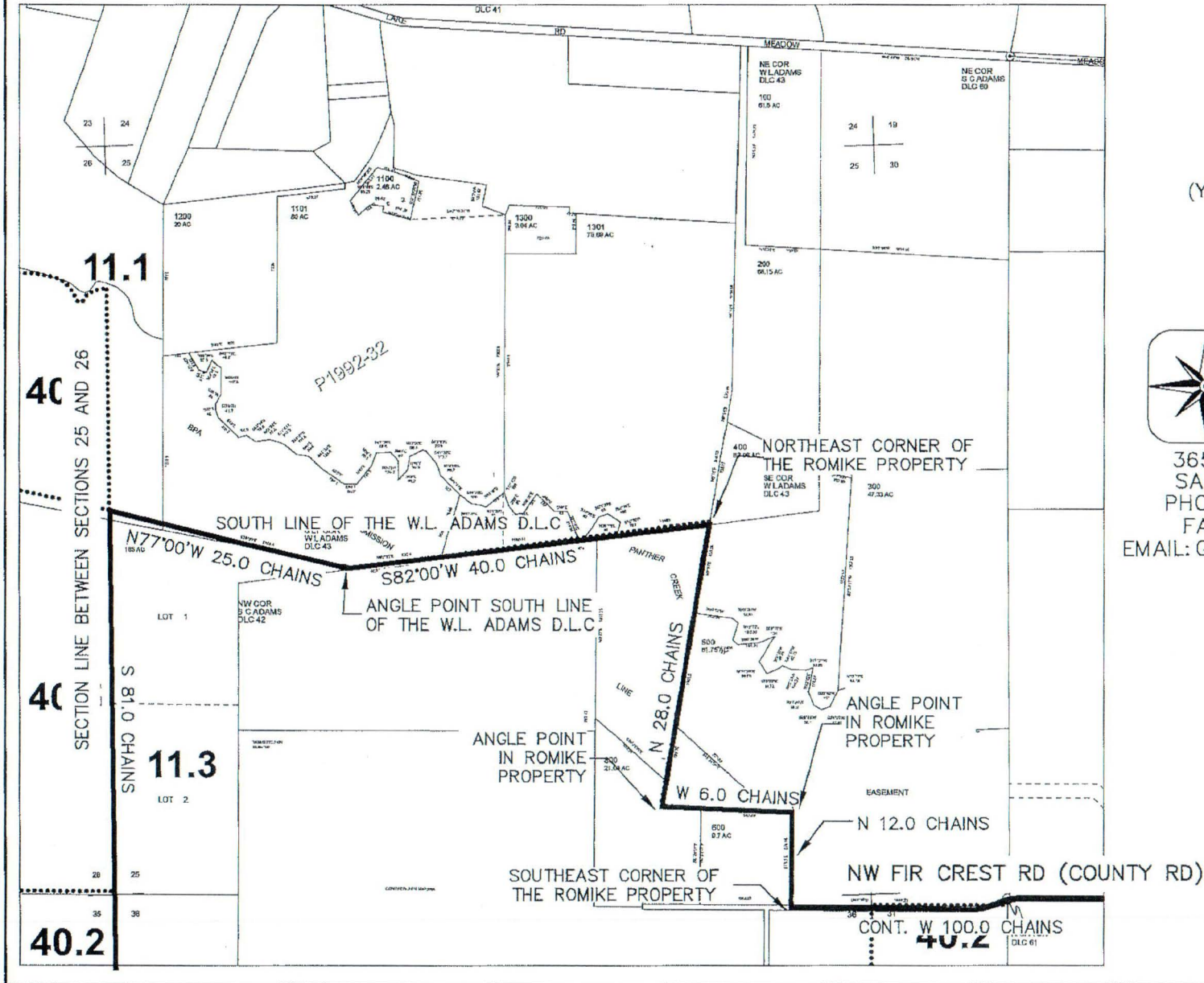


NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.5.25  
 DATED 5/20/2019)



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# EXHIBIT MAP

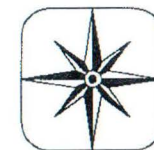
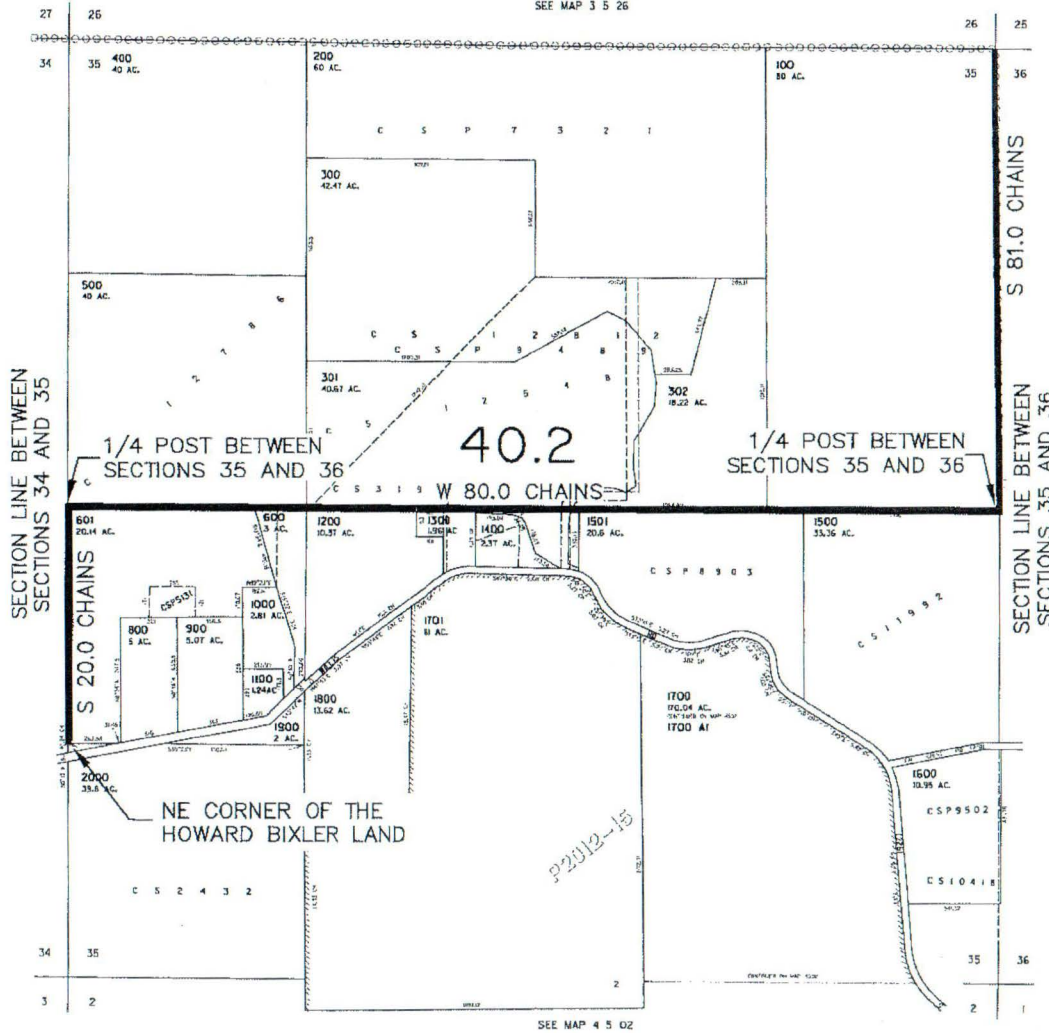
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

SECTION 35 T3S R5W W.M.  
YAMHILL COUNTY  
1" = 400'

SEE MAP 3 5 26



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 3.5.35  
DATED 1/7/2013)



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# EXHIBIT MAP

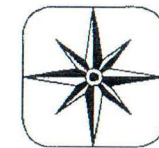
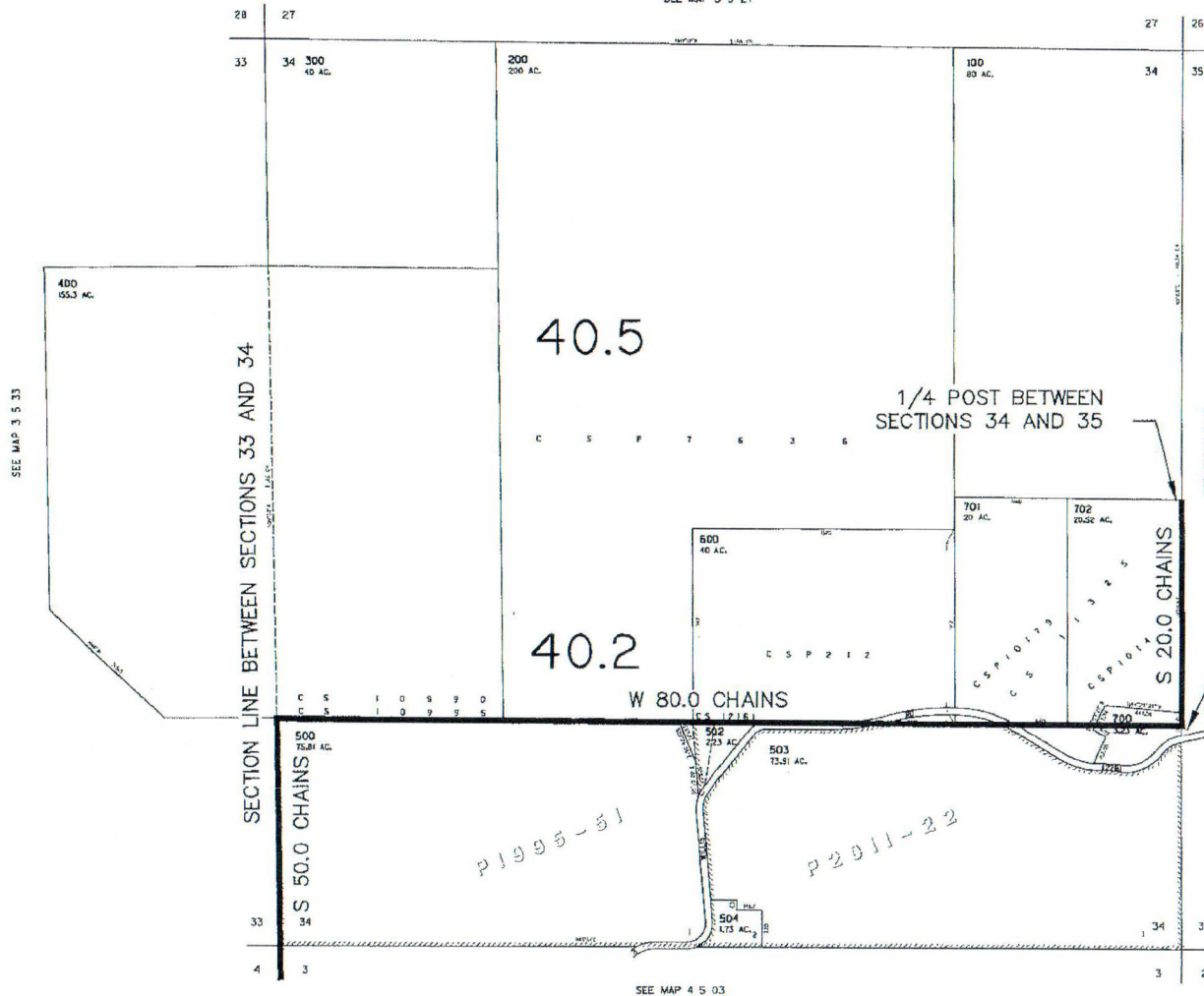
SECTION 34 T3S R5W W.M.  
YAMHILL COUNTY

1" = 400'

SEE MAP 3 5 27



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 3.5.34  
DATED 2/2/2011)

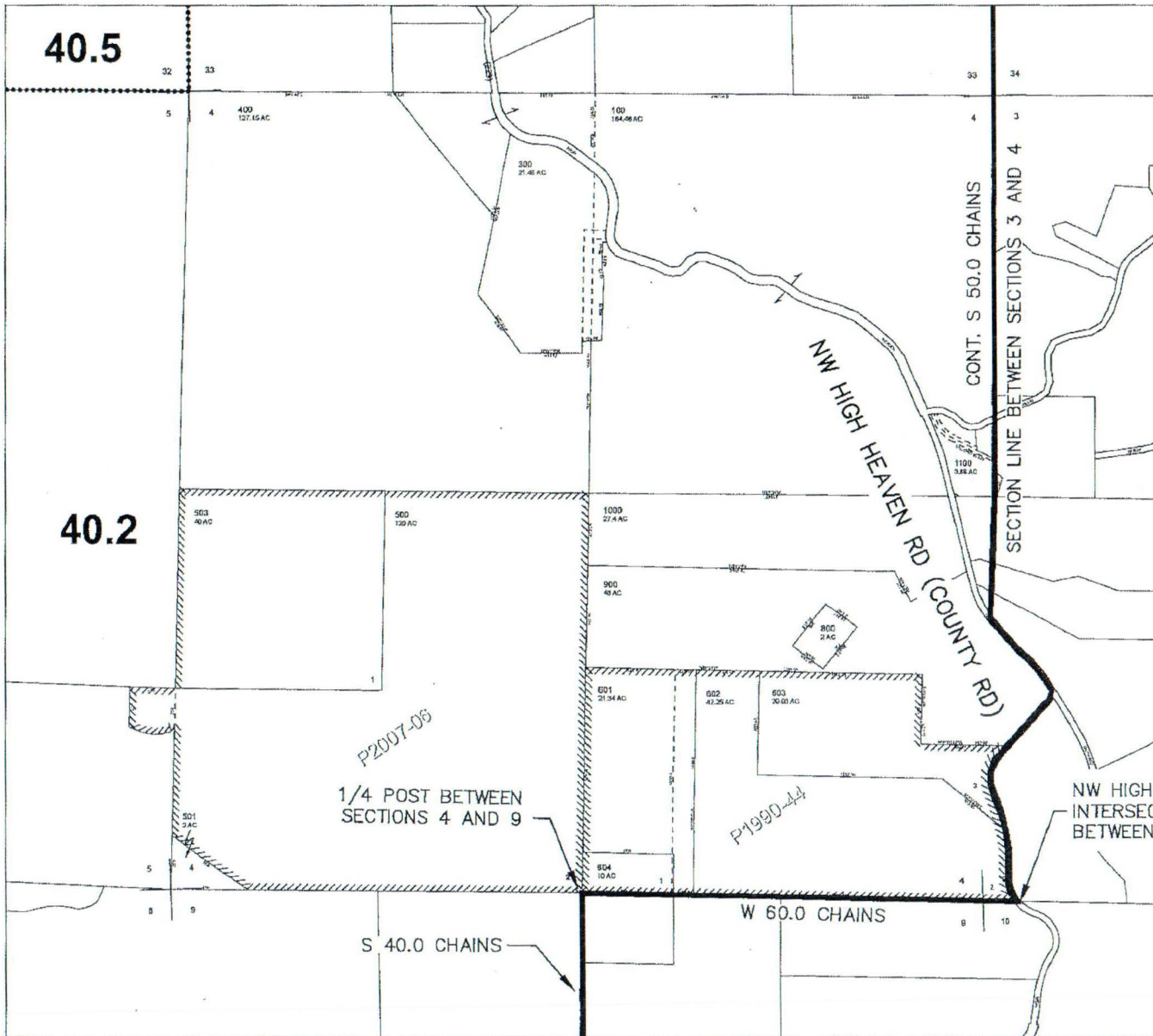


**BARKER  
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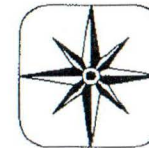
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# EXHIBIT MAP



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 (YAMHILL ASSESSMENT  
 & TAX MAP 4.5.04  
 DATED 7/9/2021)



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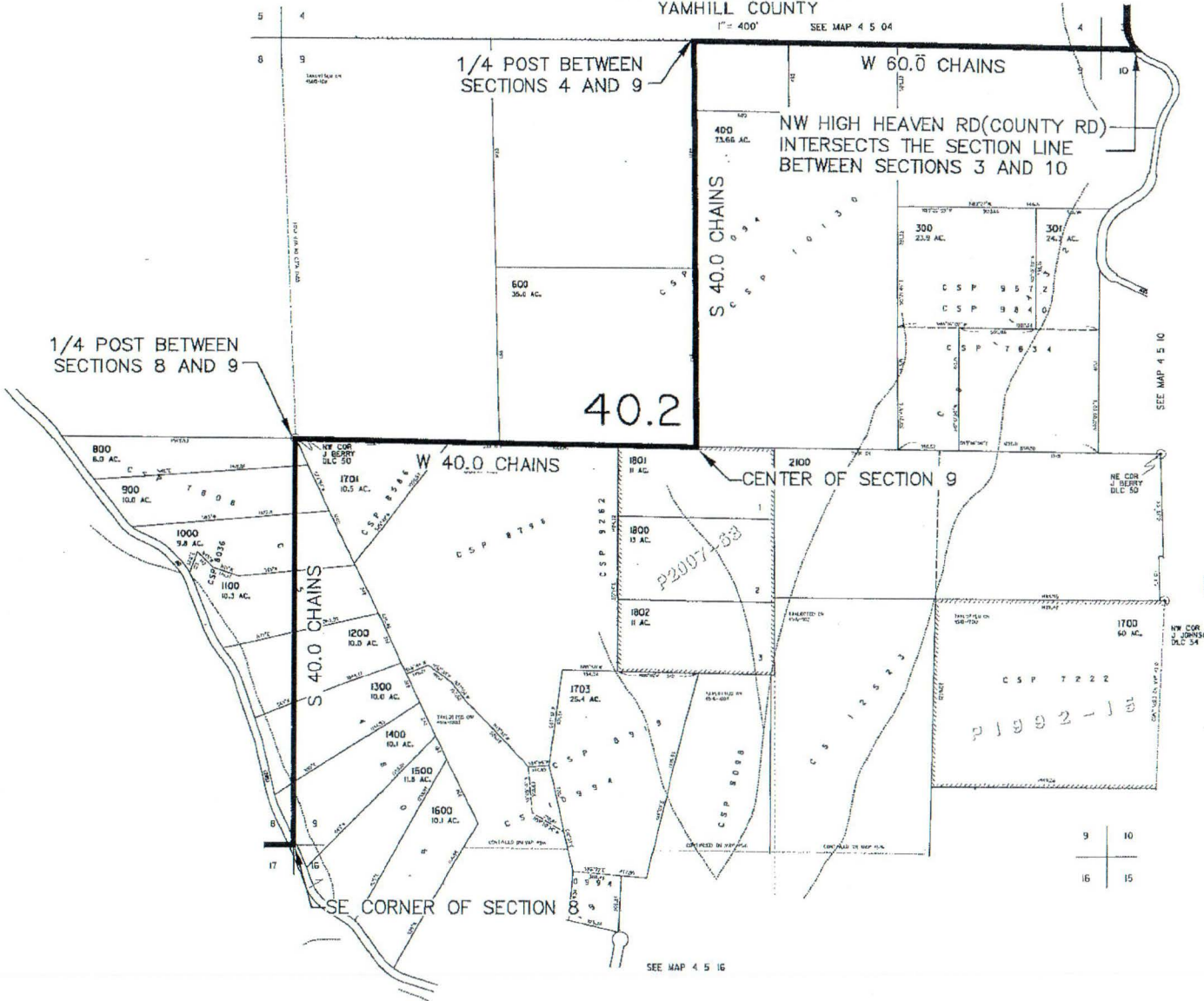
# EXHIBIT MAP

SECTION 9 T4S R5W W.M.  
YAMHILL COUNTY

1" = 400' SEE MAP 4 5 04



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DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 4.5.09  
DATED 2/4/2009)



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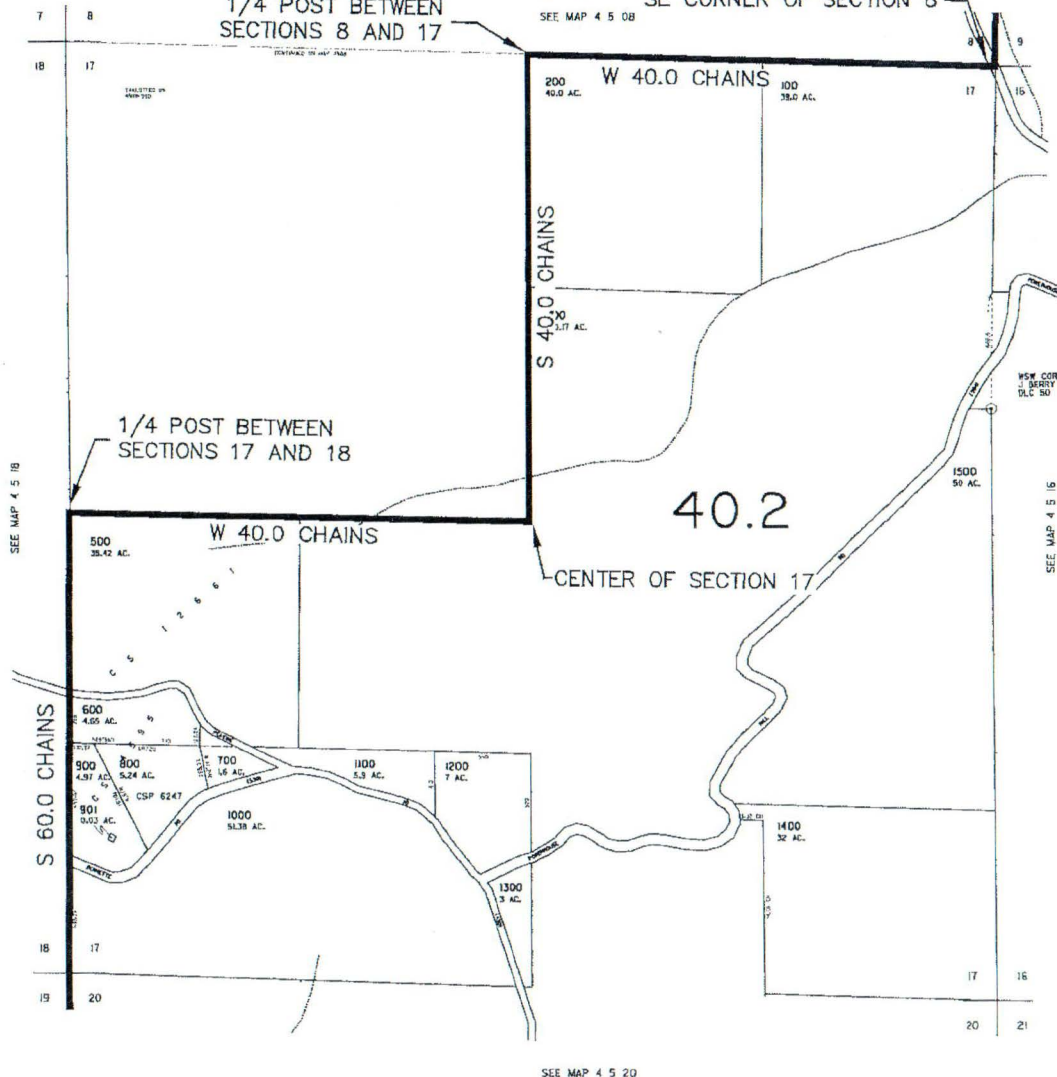
SECTION 17 T4S R5W W.M.  
YAMHILL COUNTY

1" = 400'

SE CORNER OF SECTION 8

SEE MAP 4 5 0B

1/4 POST BETWEEN  
SECTIONS 8 AND 17



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 4.5.17  
DATED 3/28/2011)

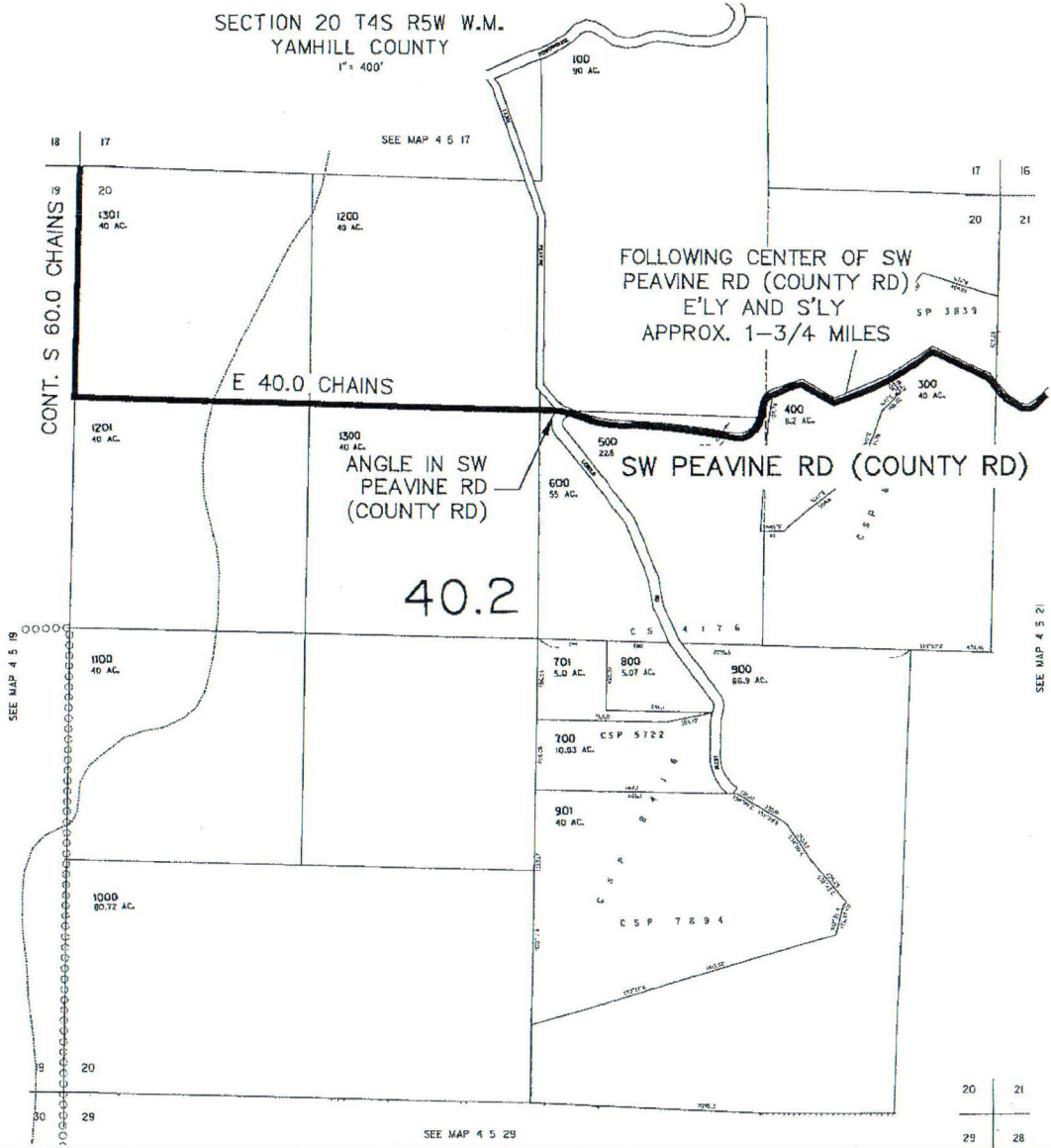


**BARKER  
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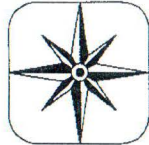
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# EXHIBIT MAP

SECTION 20 T4S R5W W.M.  
YAMHILL COUNTY  
1" = 400'



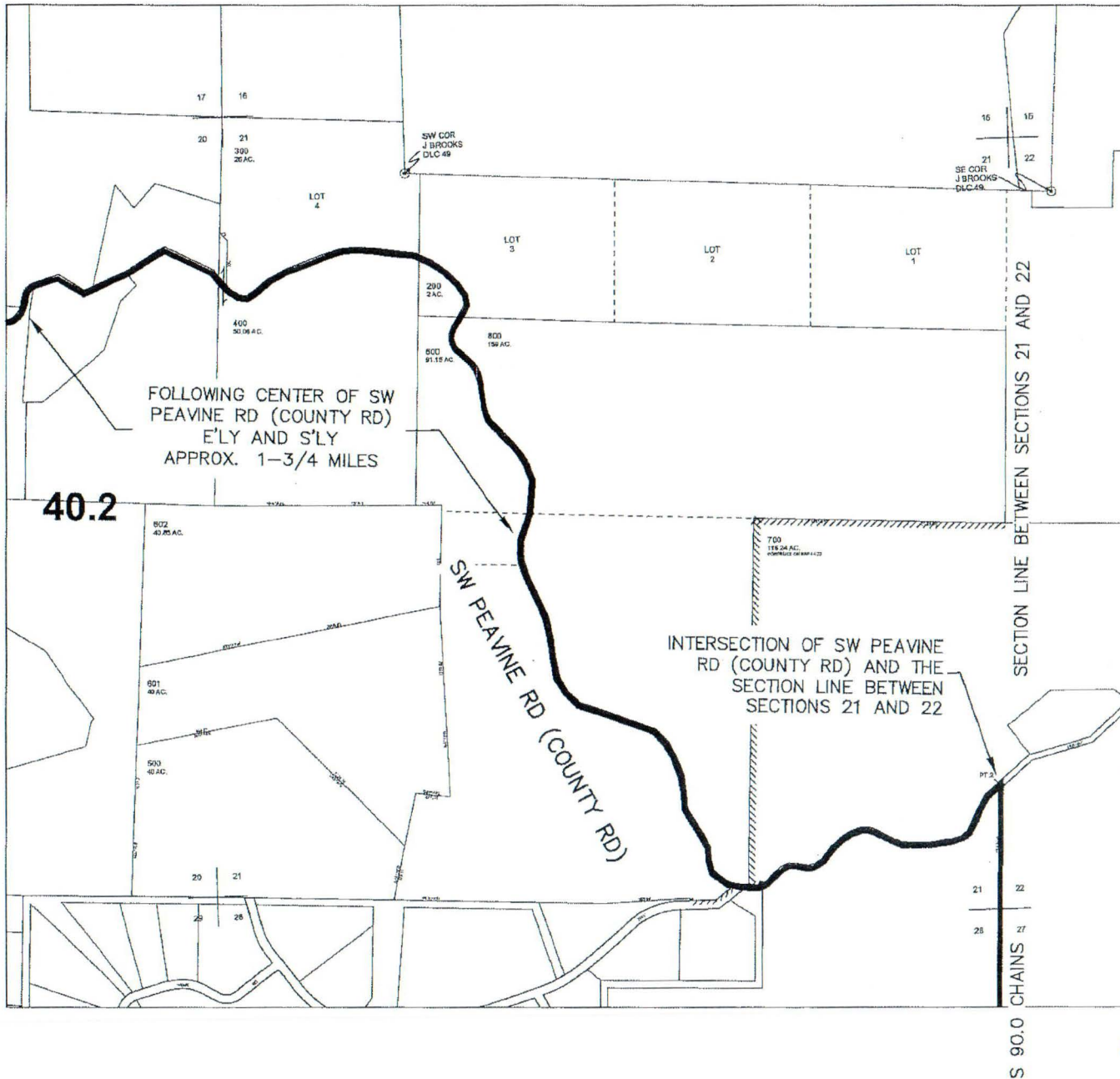
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(YAMHILL ASSESSMENT  
& TAX MAP 4.5.20  
DATED 4/21/1995)



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# EXHIBIT MAP



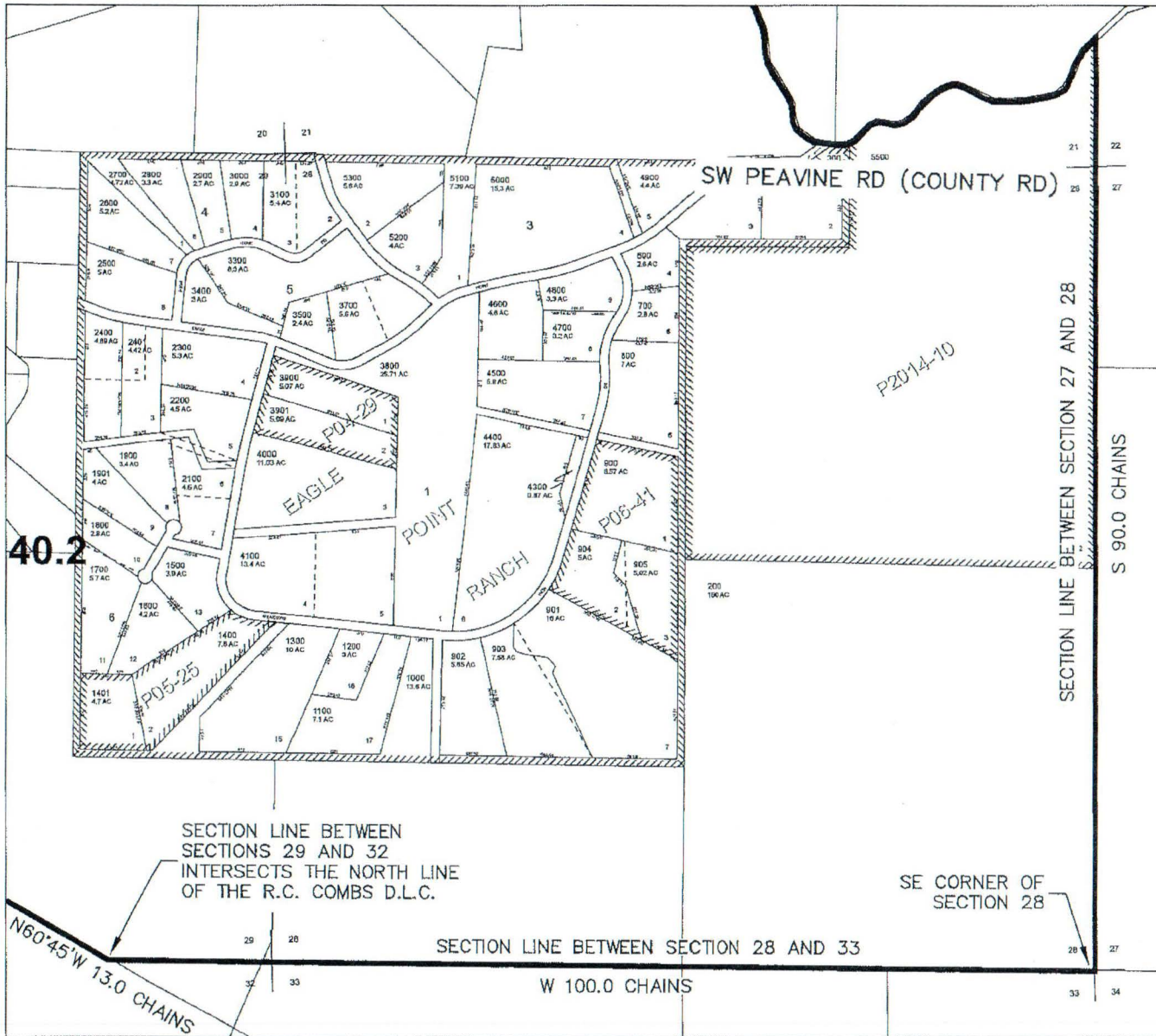
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 (YAMHILL ASSESSMENT  
 & TAX MAP 4.5.21  
 DATED 3/23/2018)



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# EXHIBIT MAP

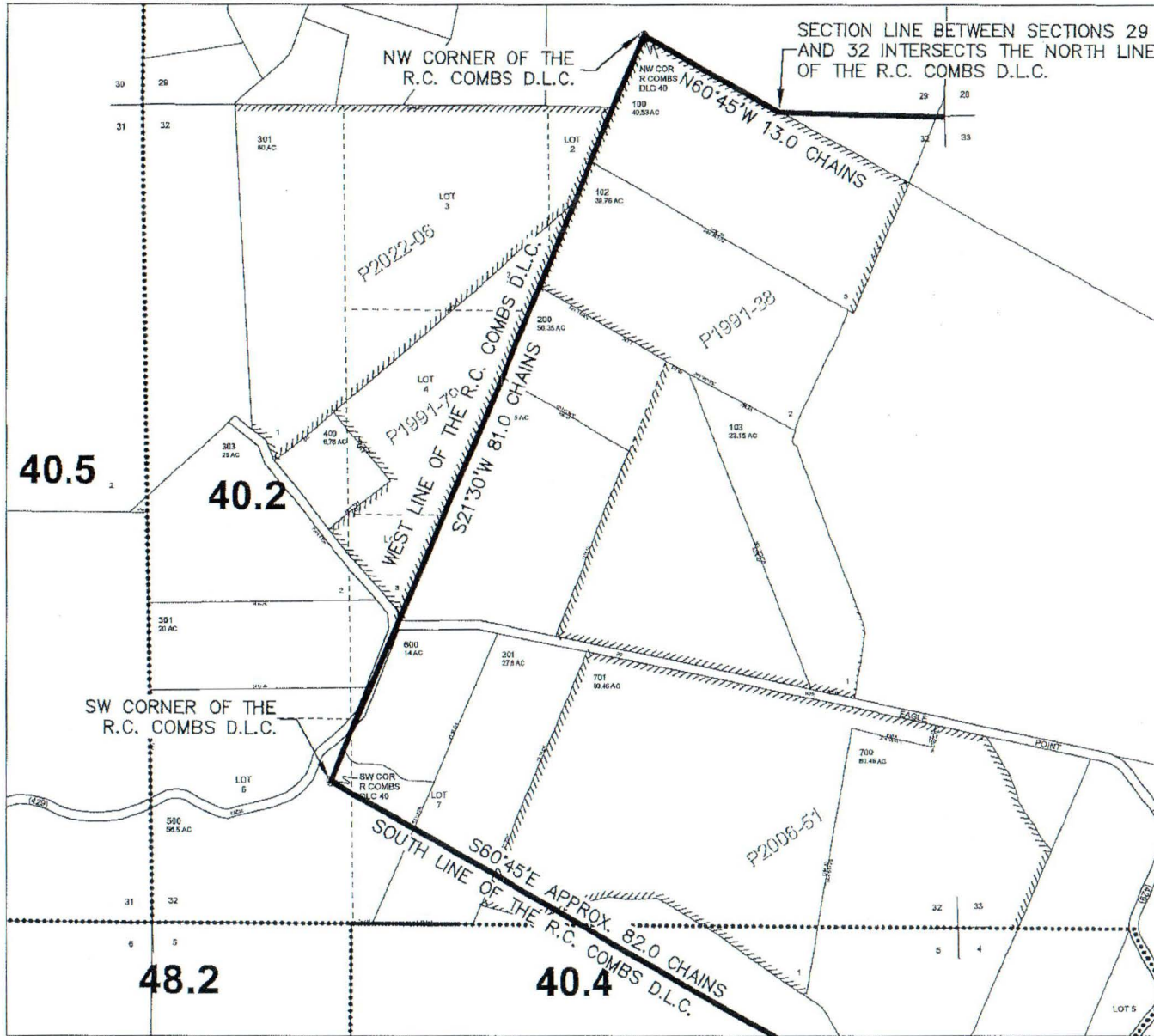


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 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.5.28  
 DATED 6/27/2018)



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# EXHIBIT MAP



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 (YAMHILL ASSESSMENT  
 & TAX MAP 4.5.32  
 DATED 5/19/2022)



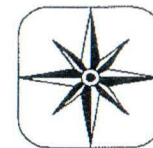
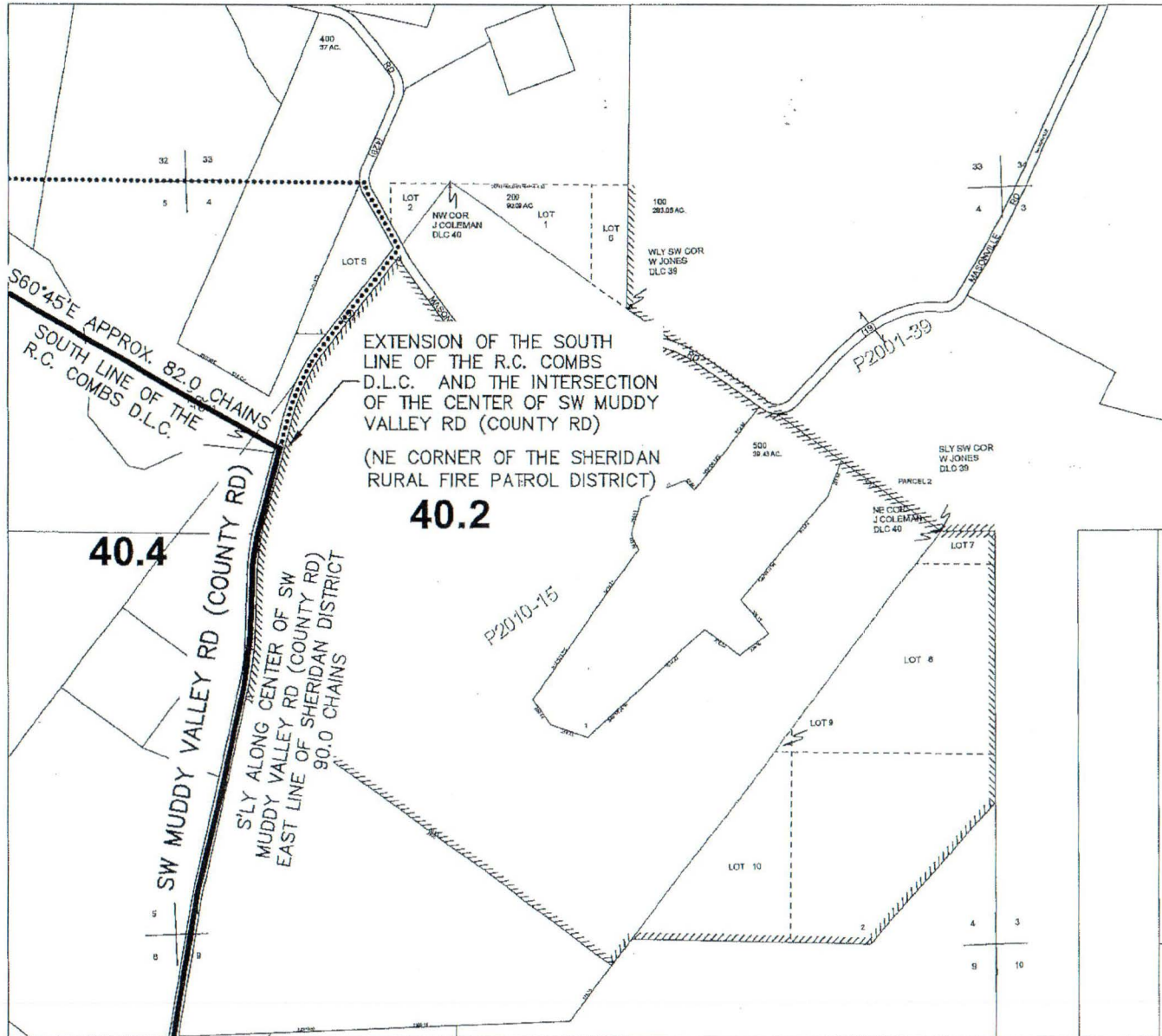
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# EXHIBIT MAP



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 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.5.04  
 DATED 7/11/2017)



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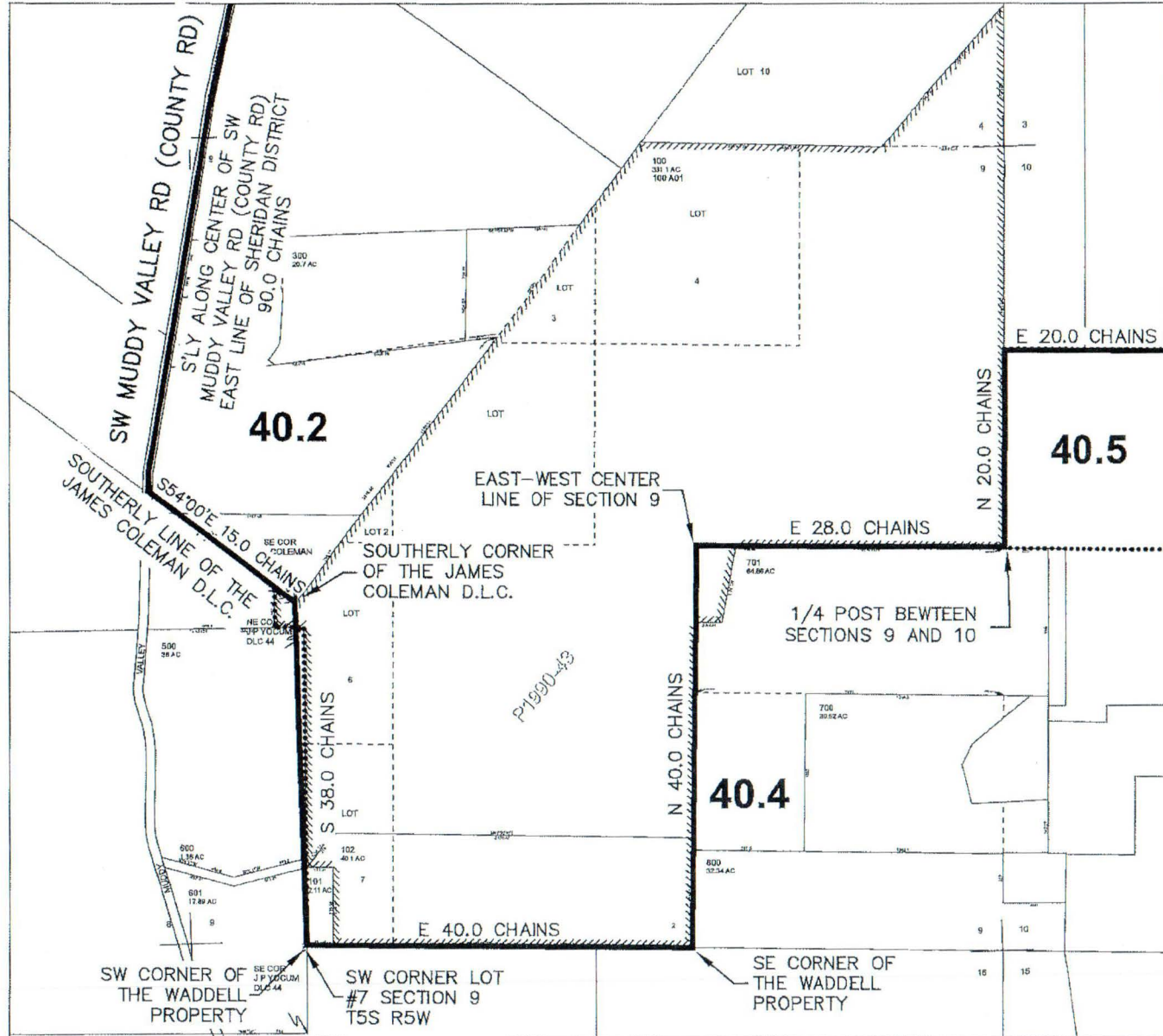
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 EMAIL: GREG@BARKERWILSON.COM



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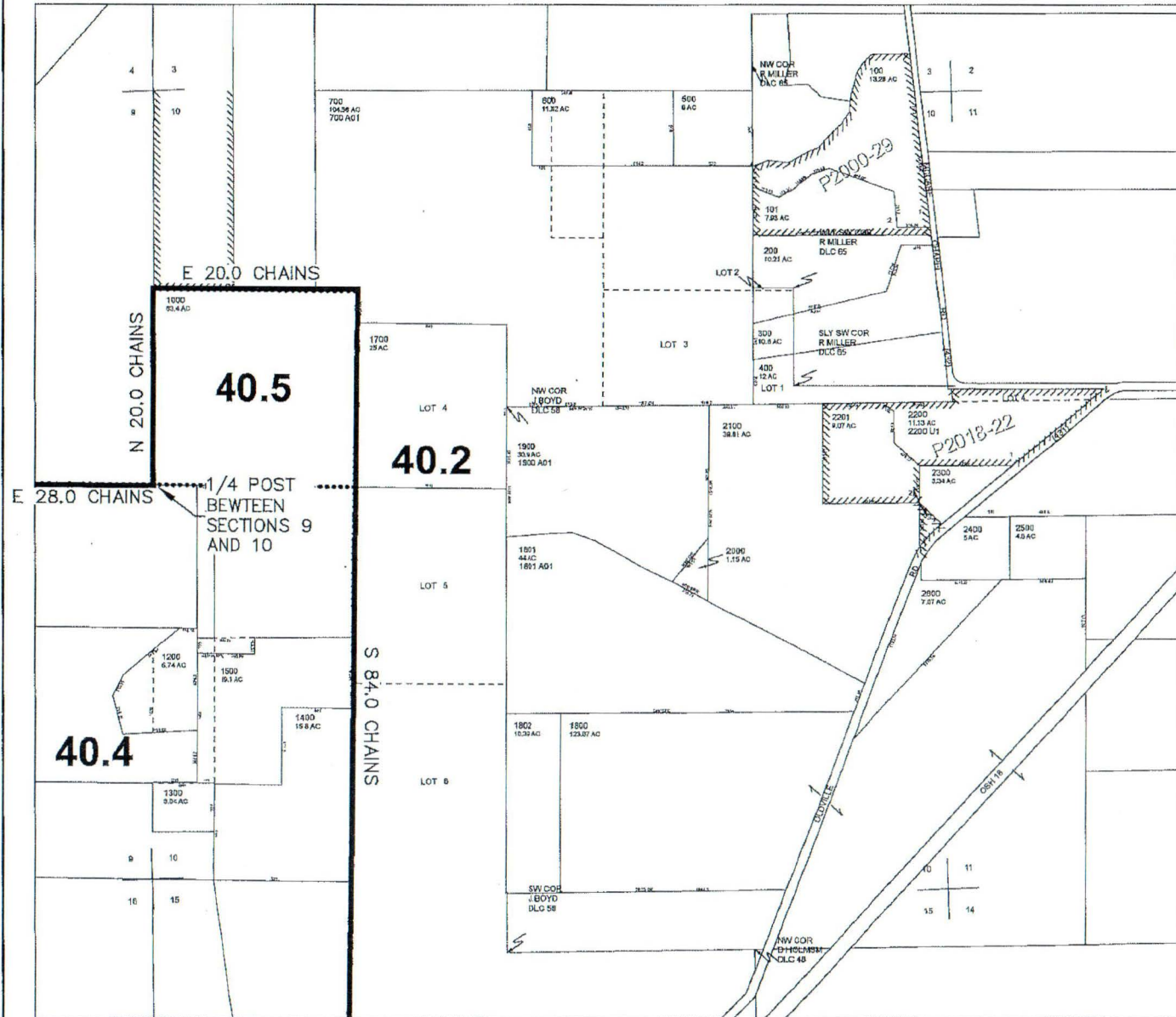
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 (YAMHILL ASSESSMENT  
 & TAX MAP 5.5.09  
 DATED 5/30/2019)



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# EXHIBIT MAP



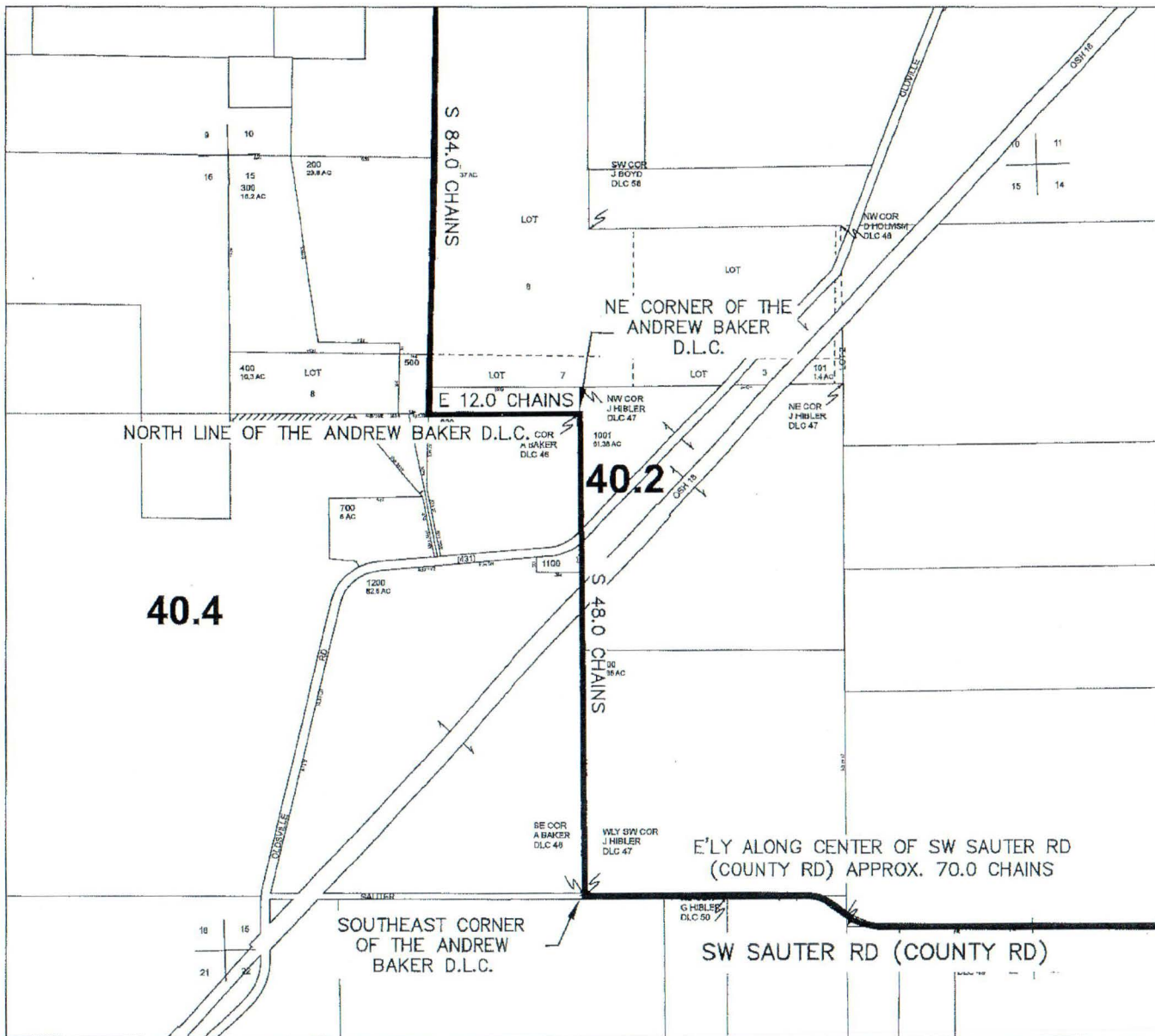
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 (YAMHILL ASSESSMENT  
 & TAX MAP 5.5.10  
 DATED 3/26/2019)



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# EXHIBIT MAP



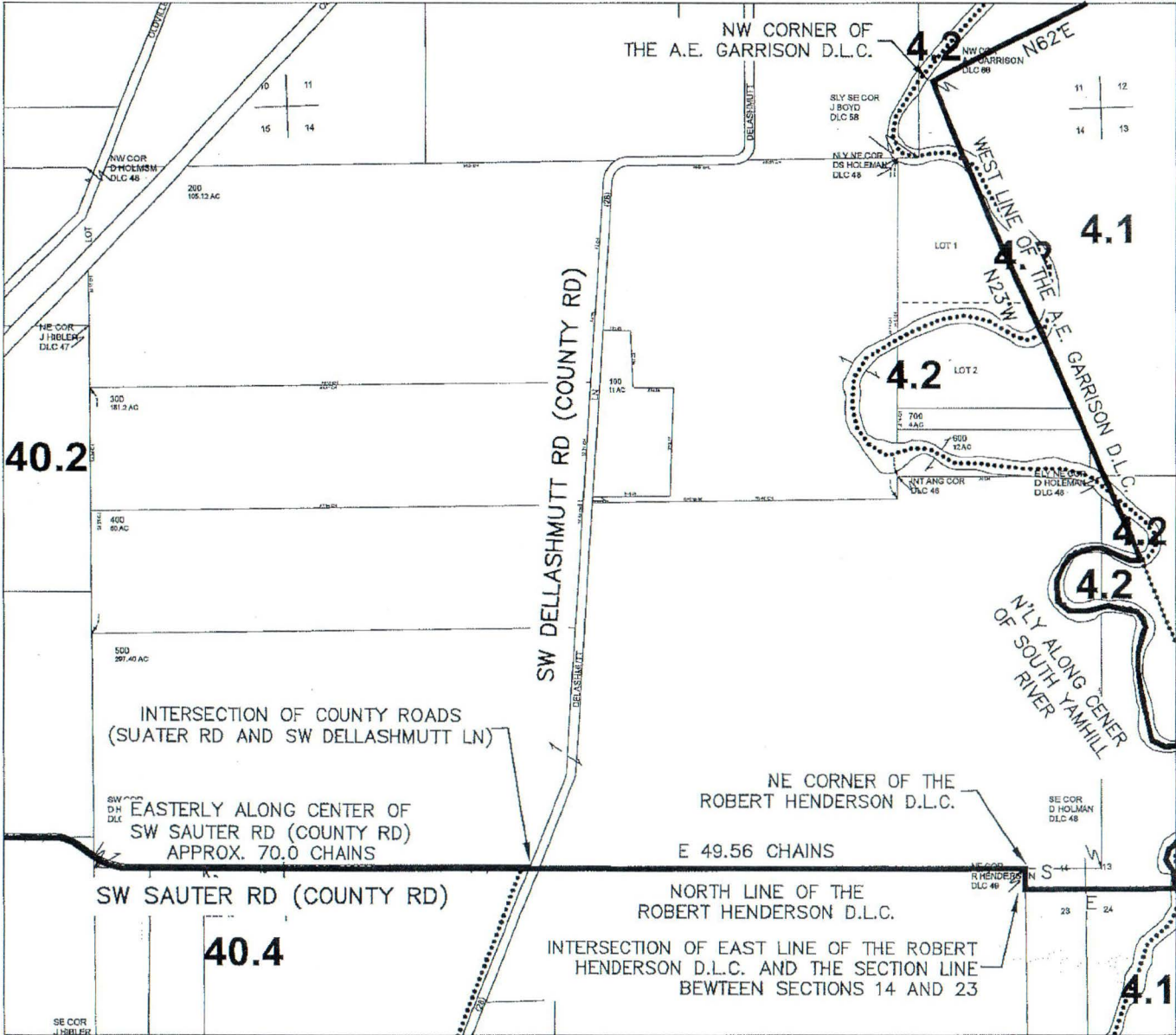
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(YAMHILL ASSESSMENT  
& TAX MAP 5.5.15  
DATED 3/31/2022)



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# EXHIBIT MAP



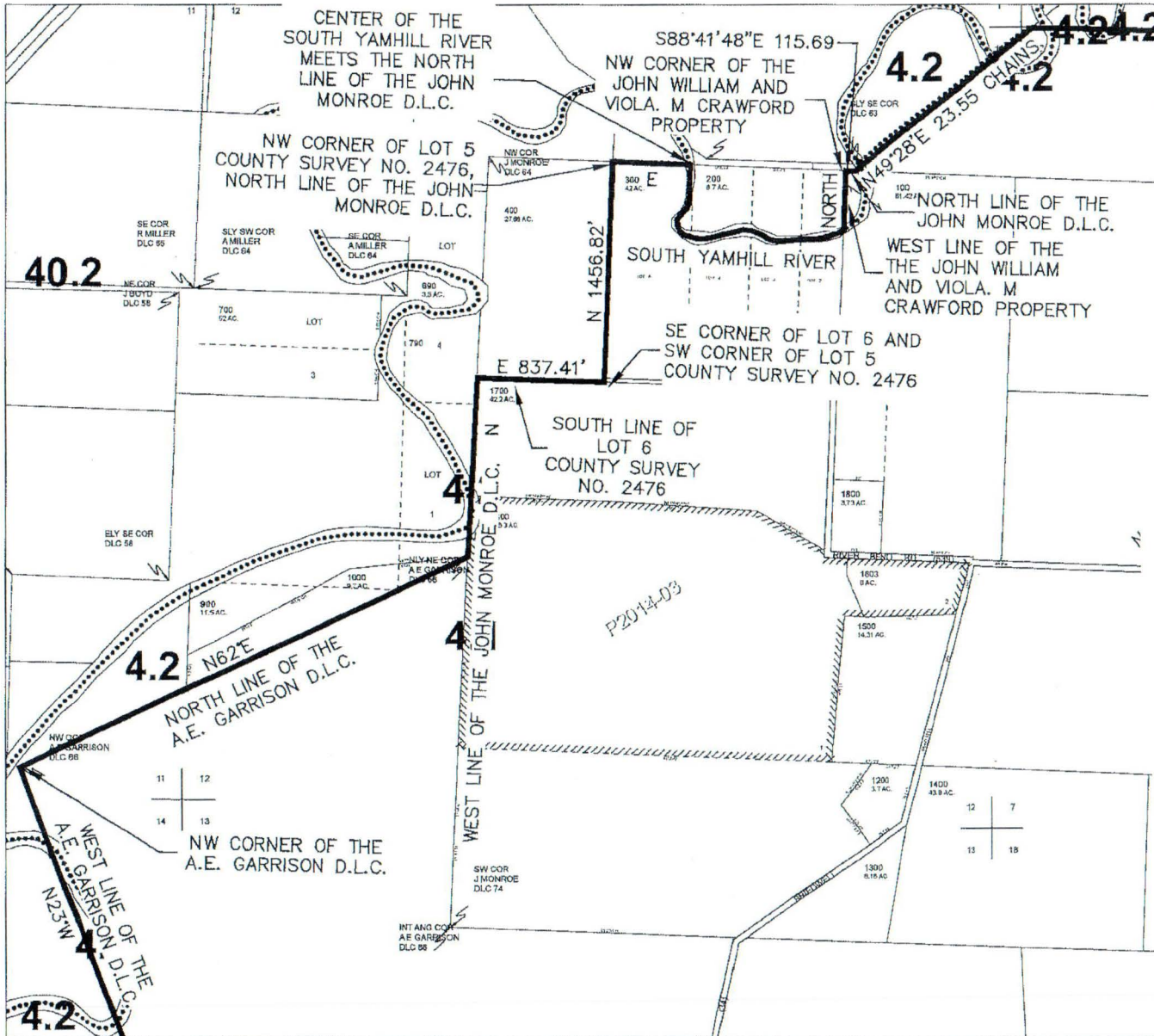
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 DATED 6/24/2019)



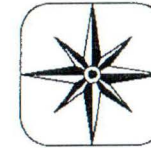
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# EXHIBIT MAP



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 (YAMHILL ASSESSMENT  
 & TAX MAP 5.5.12  
 DATED 4/13/2016)

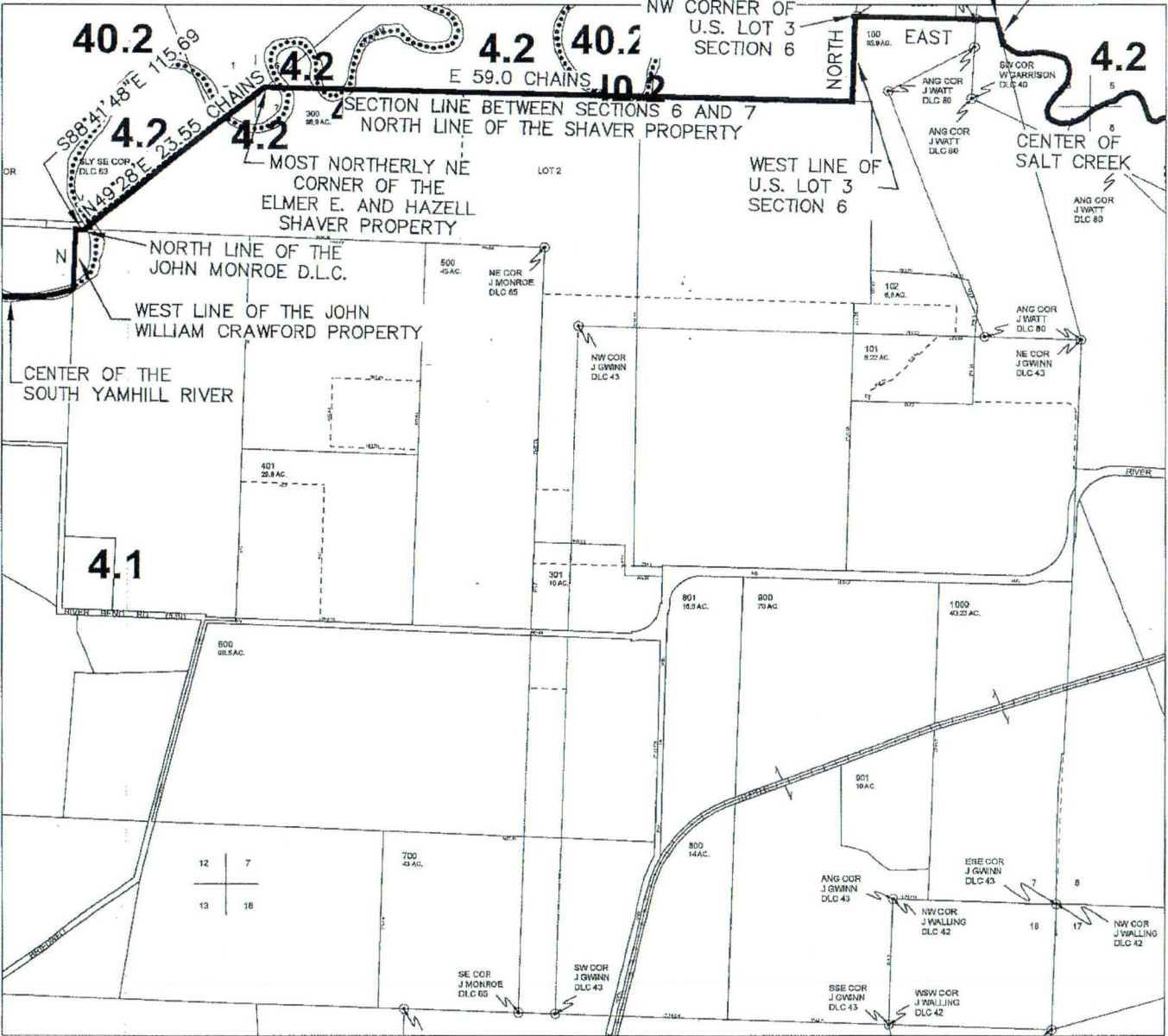


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# EXHIBIT MAP

S ALONG THE EAST LINE OF U.S. LOT 3 AND WEST LINE OF THE WILLIAM GARRISON D.L.C. TO THE INTERSECTION WITH THE CENTER OF SALT CREEK



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.07  
 DATED 7/14/2015)



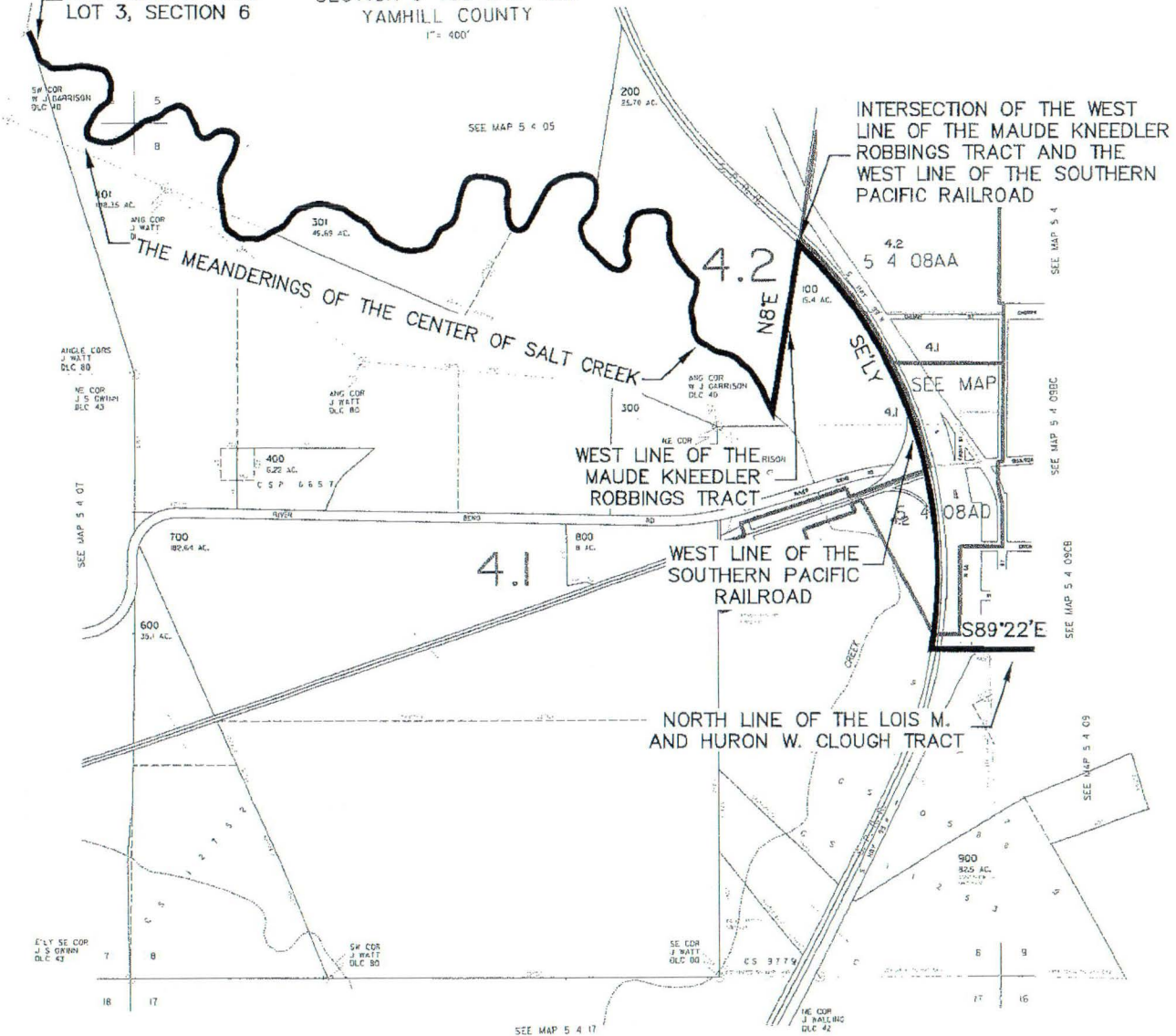
3657 KASHMIR WAY SE  
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# EXHIBIT MAP



EAST LINE OF U.S.  
LOT 3, SECTION 6

SECTION 8 T5S R4W W.M.  
YAMHILL COUNTY  
1" = 400'



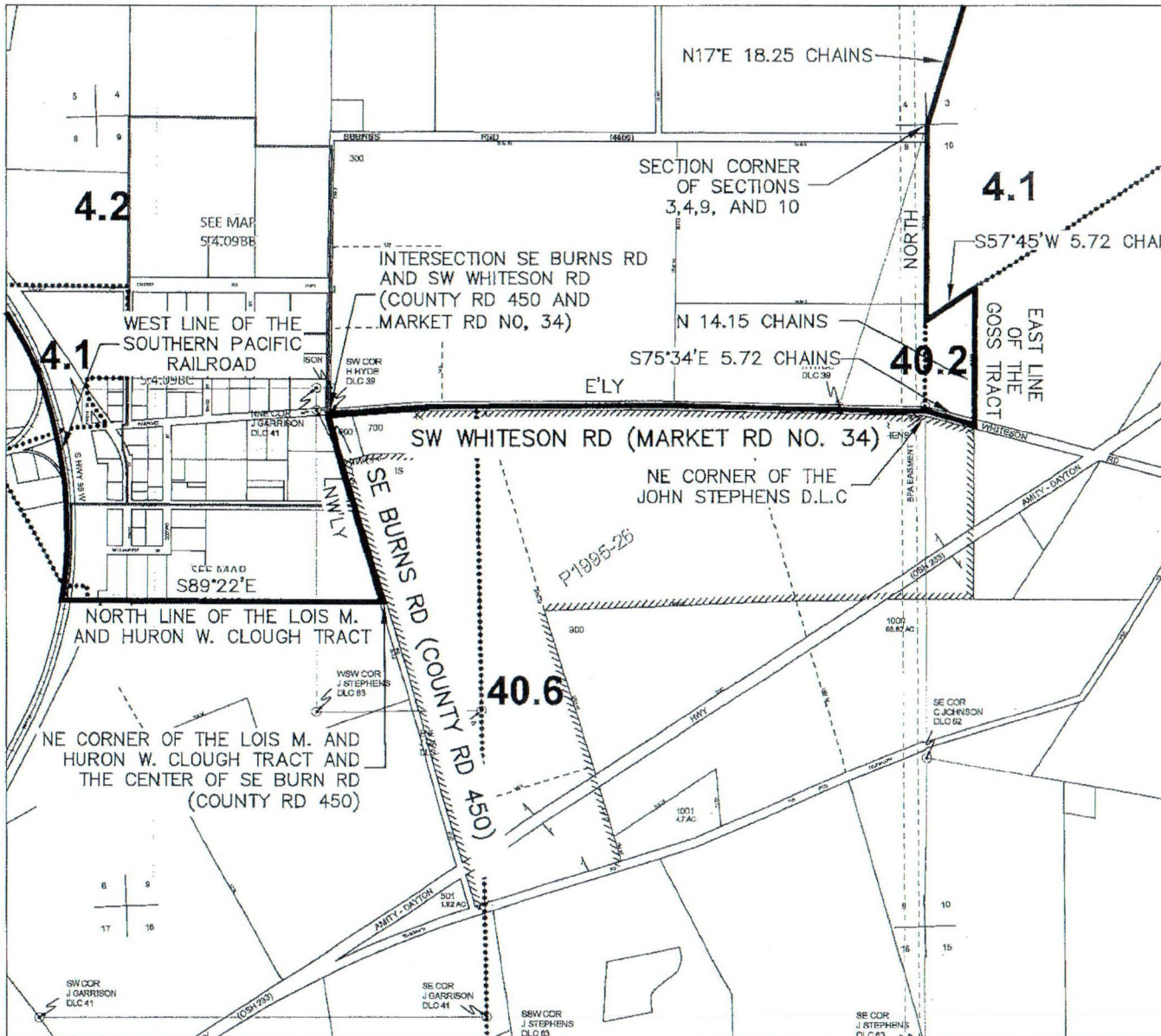
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& TAX MAP 5.4.08  
DATED 3/22/2012)



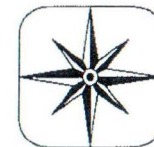
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# EXHIBIT MAP



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 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.09  
 DATED 1/8/2020)



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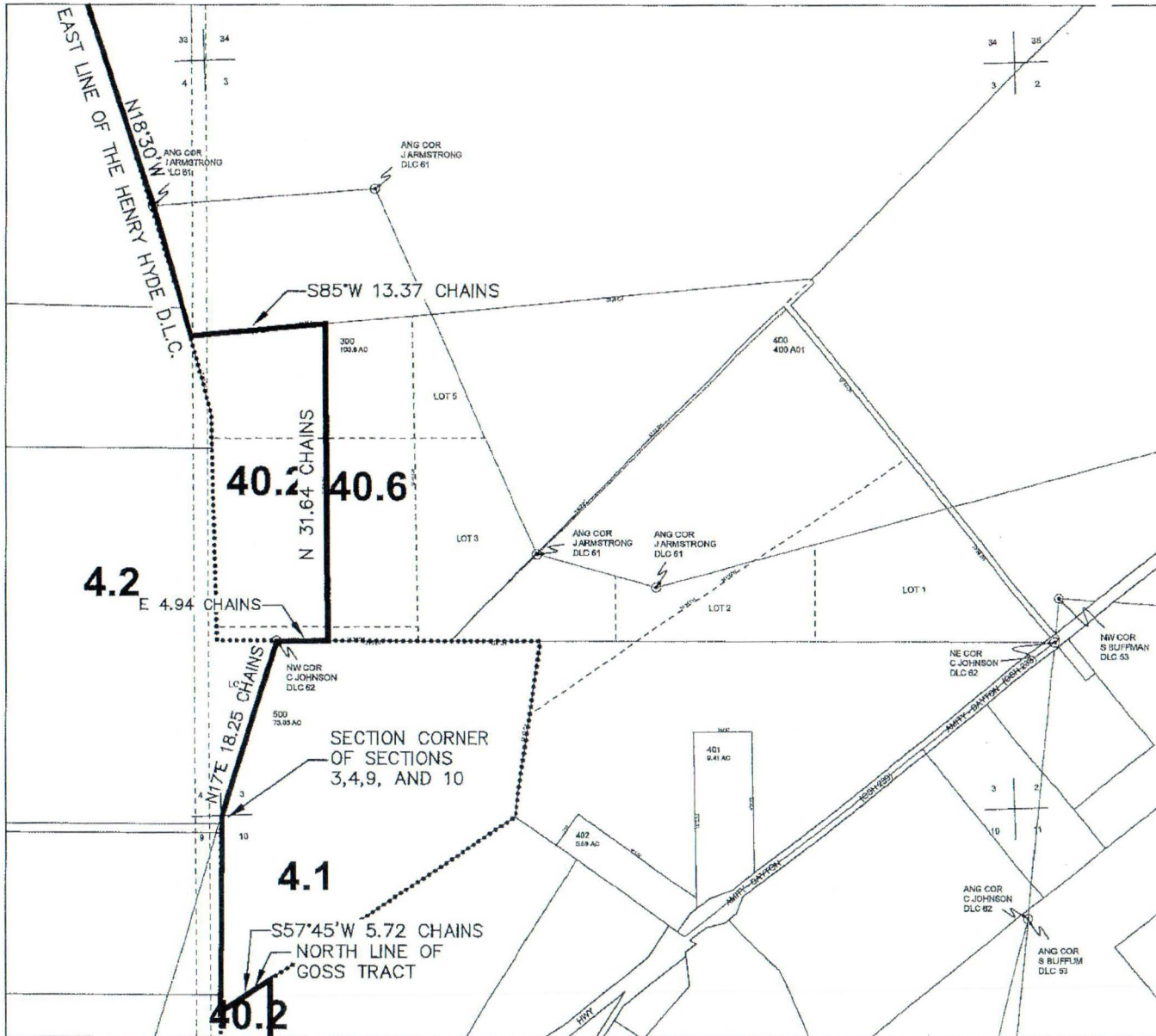
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# EXHIBIT MAP



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 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.03  
 DATED 5/20/2019)



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# EXHIBIT MAP



SECTION 34 T4S R4W W.M.  
YAMHILL COUNTY  
1" = 400'

NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 4.4.34  
DATED 2/21/2002)



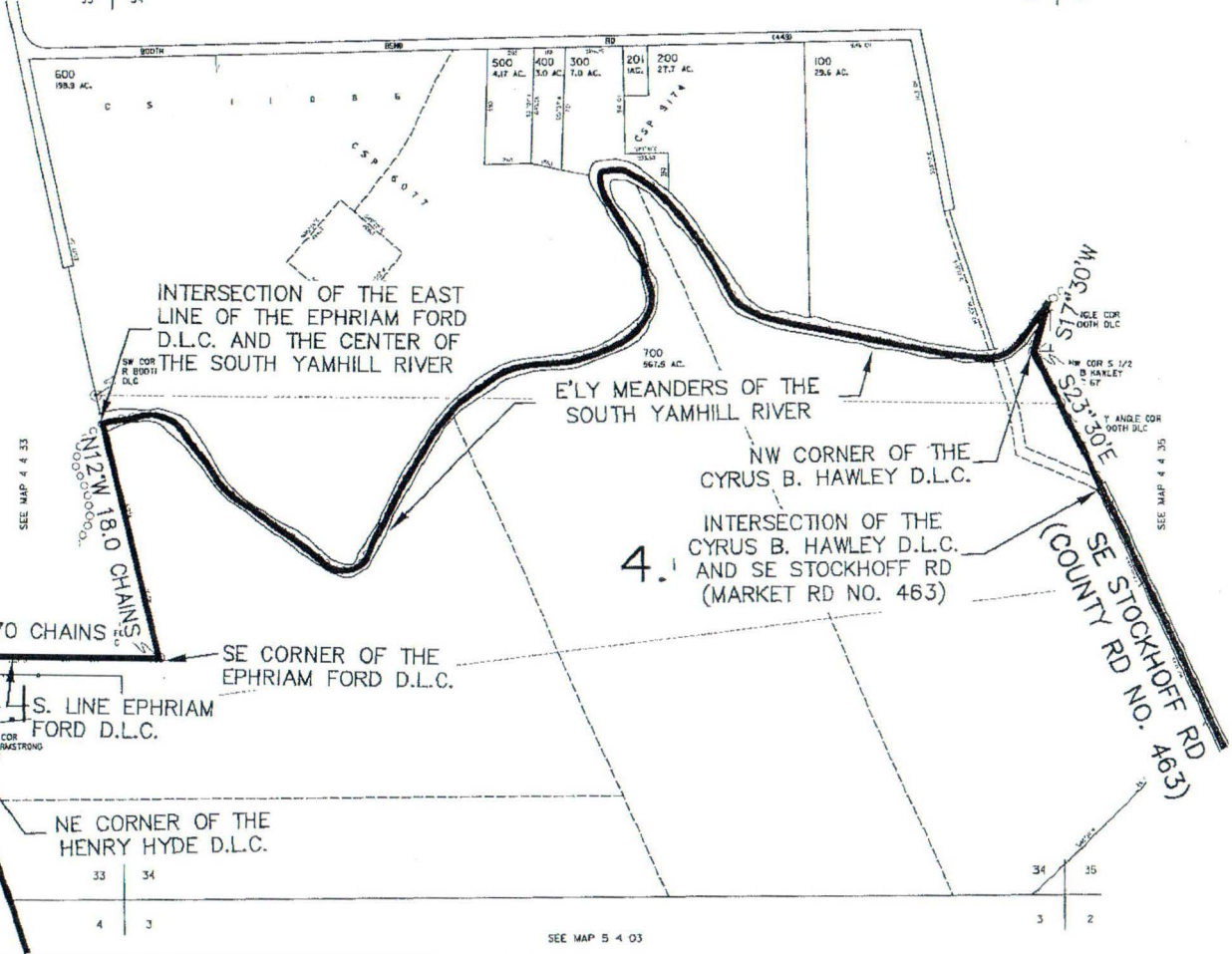
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28	27
33	34

27	26
34	35

SEE MAP 4 4 27

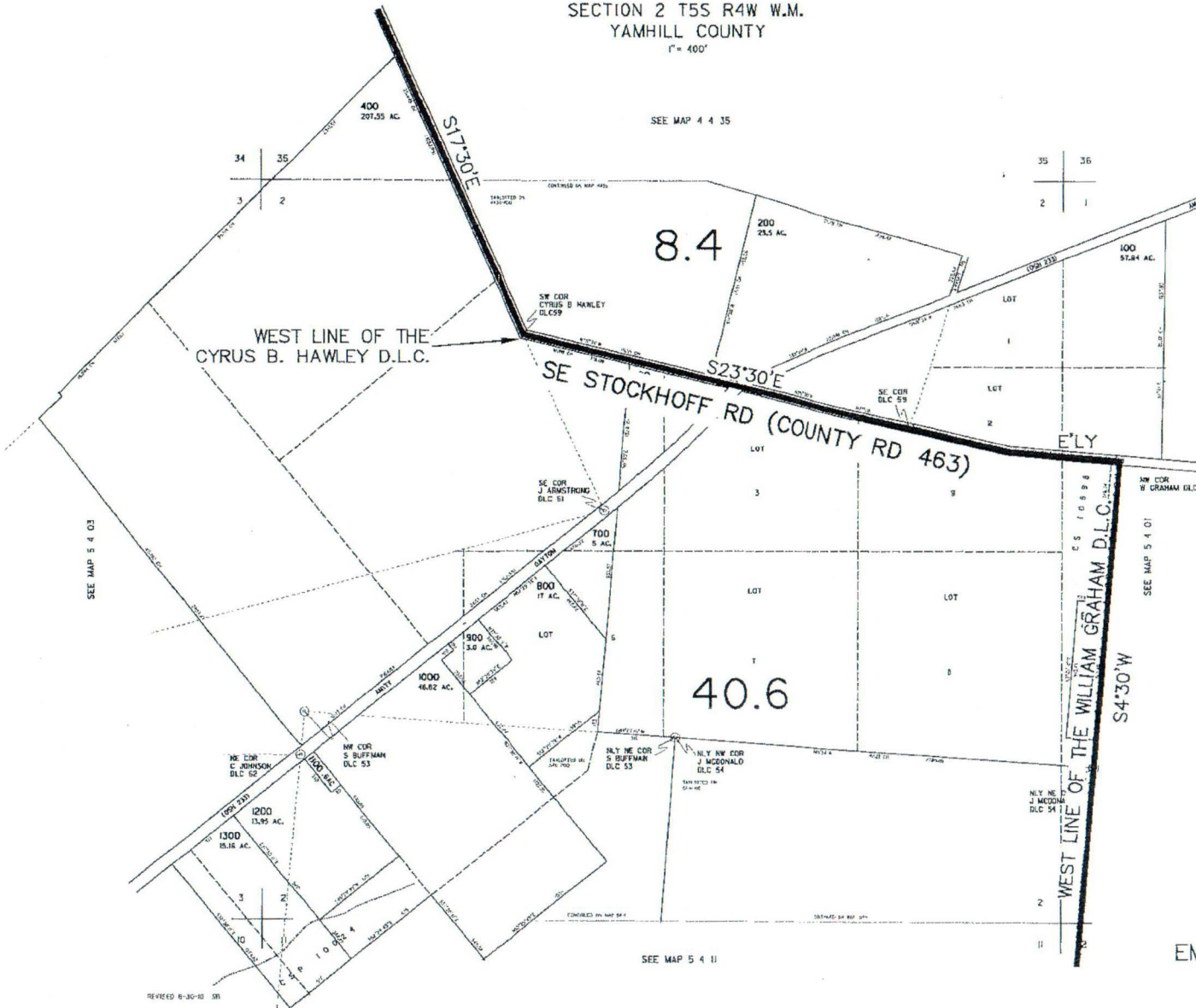


# EXHIBIT MAP

SECTION 2 T5S R4W W.M.  
YAMHILL COUNTY  
1" = 400'



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 5.4.02  
DATED 6/30/2010)



**BARKER  
SURVEYING**

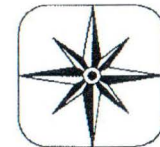
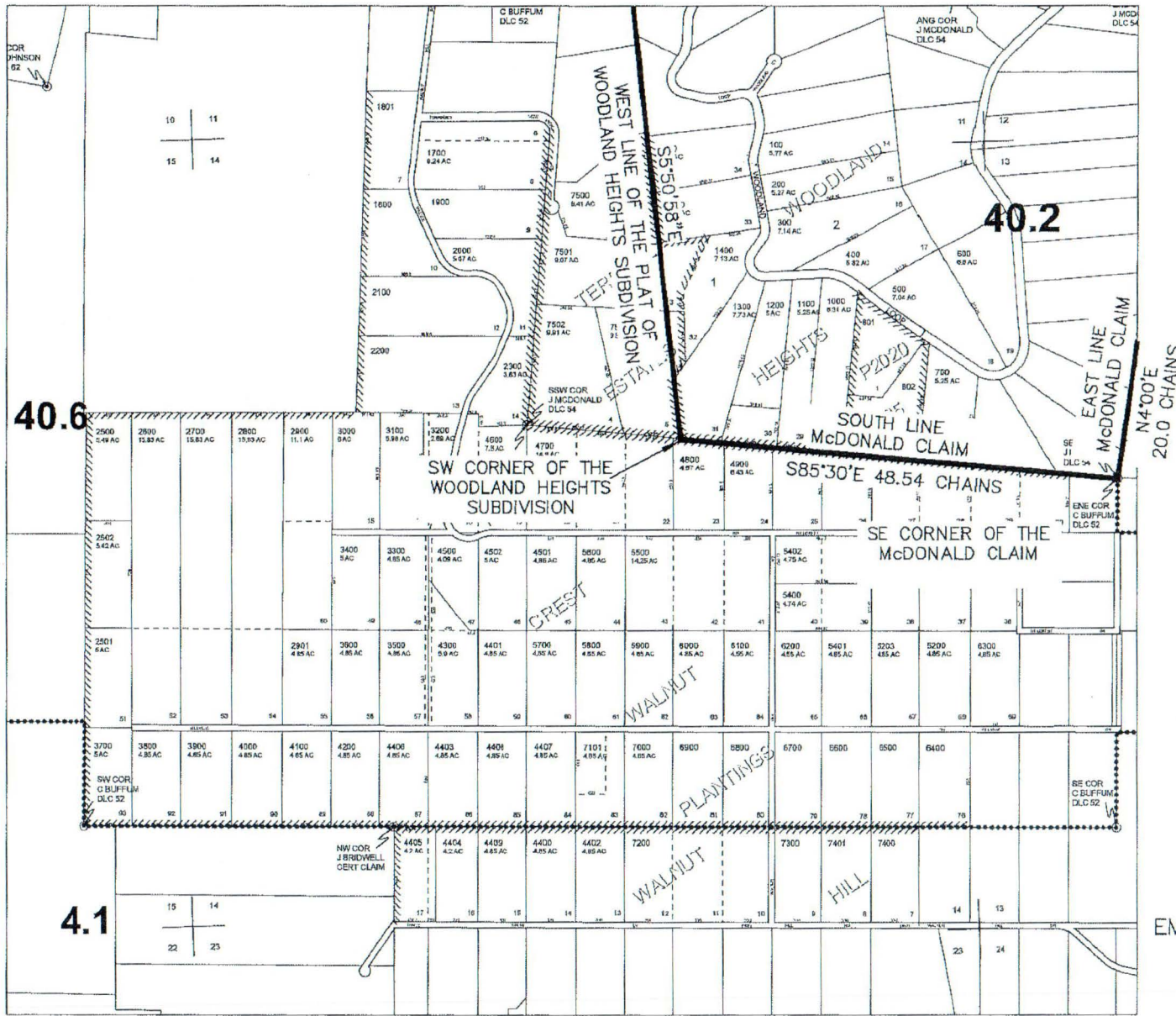
3657 KASHMIR WAY SE  
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FAX (503) 363-2469  
EMAIL: GREG@BARKERWILSON.COM



# EXHIBIT MAP



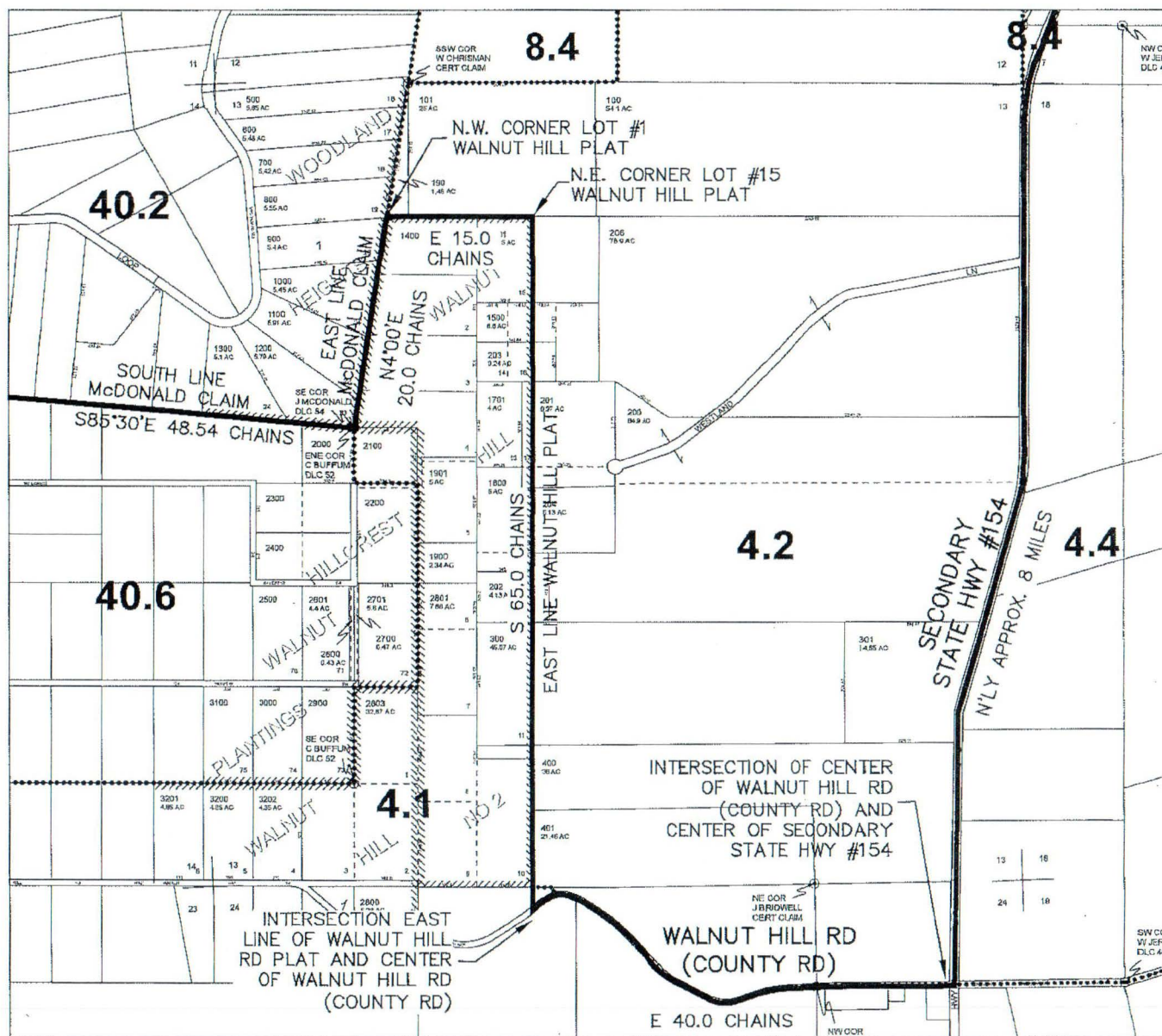
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 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.14  
 DATED 4/9/2021)



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# EXHIBIT MAP



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 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.13  
 DATED 12/2/2021)



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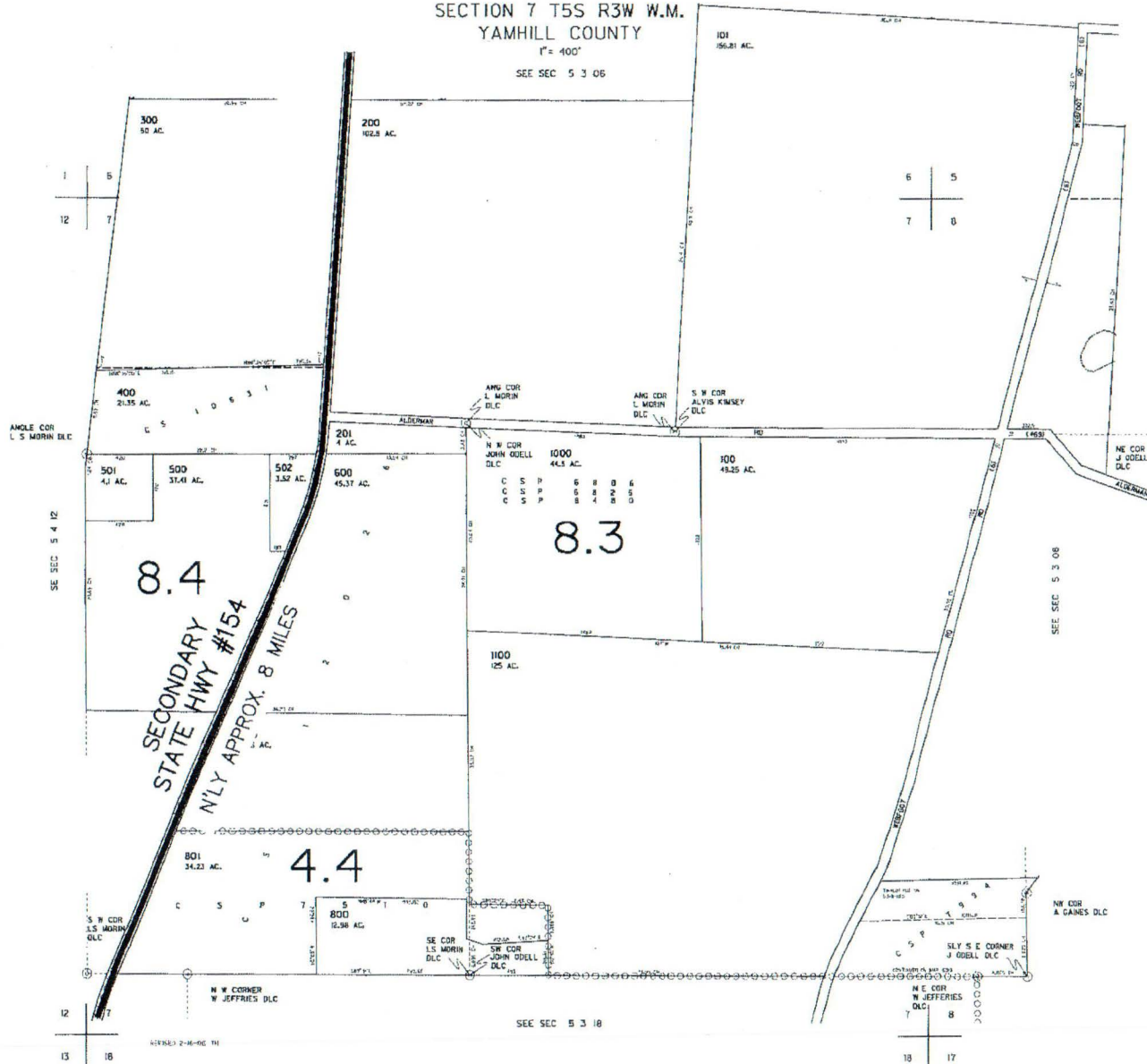
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 EMAIL: GREG@BARKERWILSON.COM

# EXHIBIT MAP

SECTION 7 T5S R3W W.M.  
YAMHILL COUNTY  
1" = 400'  
SEE SEC 5 3 06



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 5.3.07  
DATED 2/16/2006)



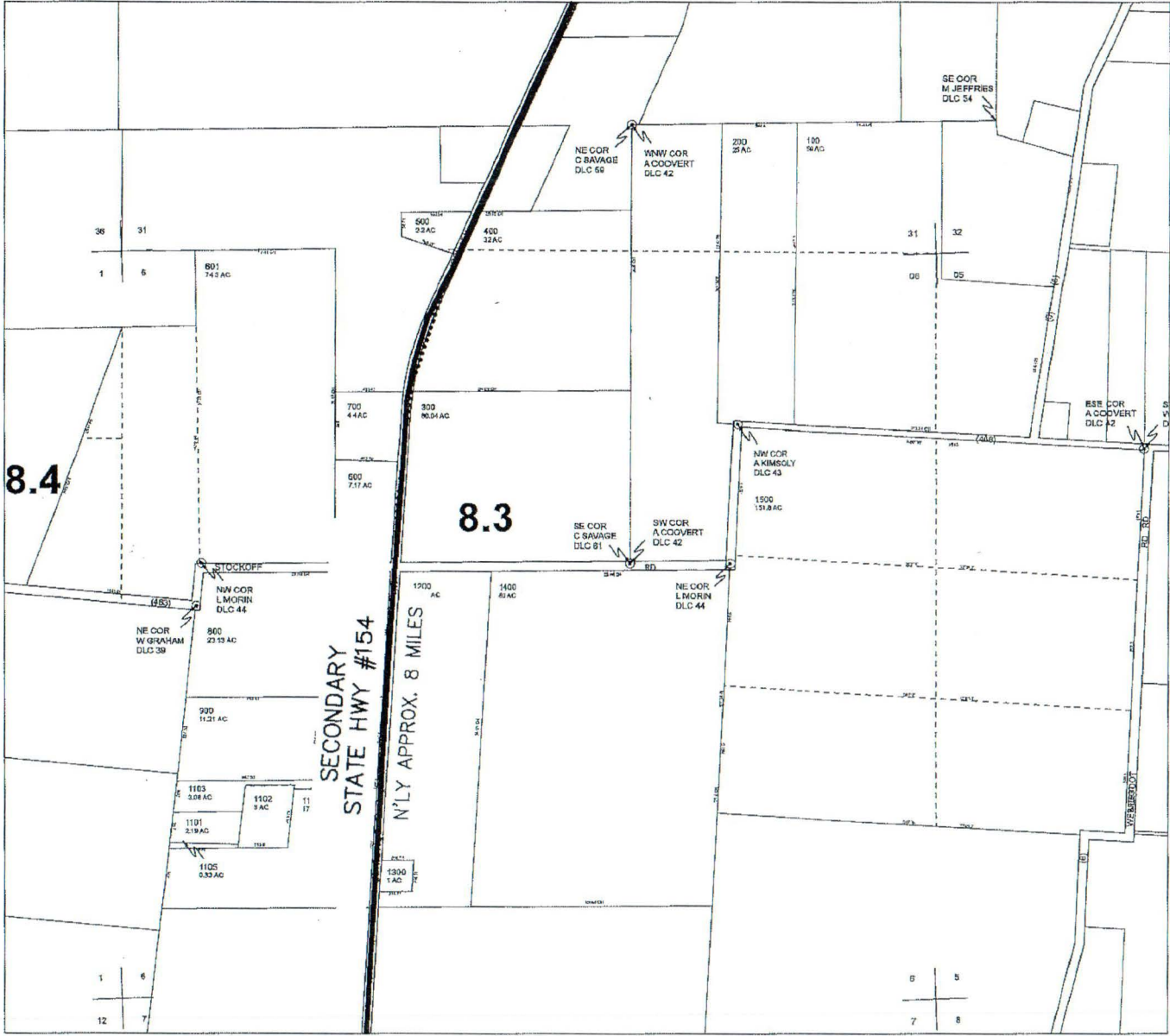
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# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.3.06  
 DATED 2/23/2022)

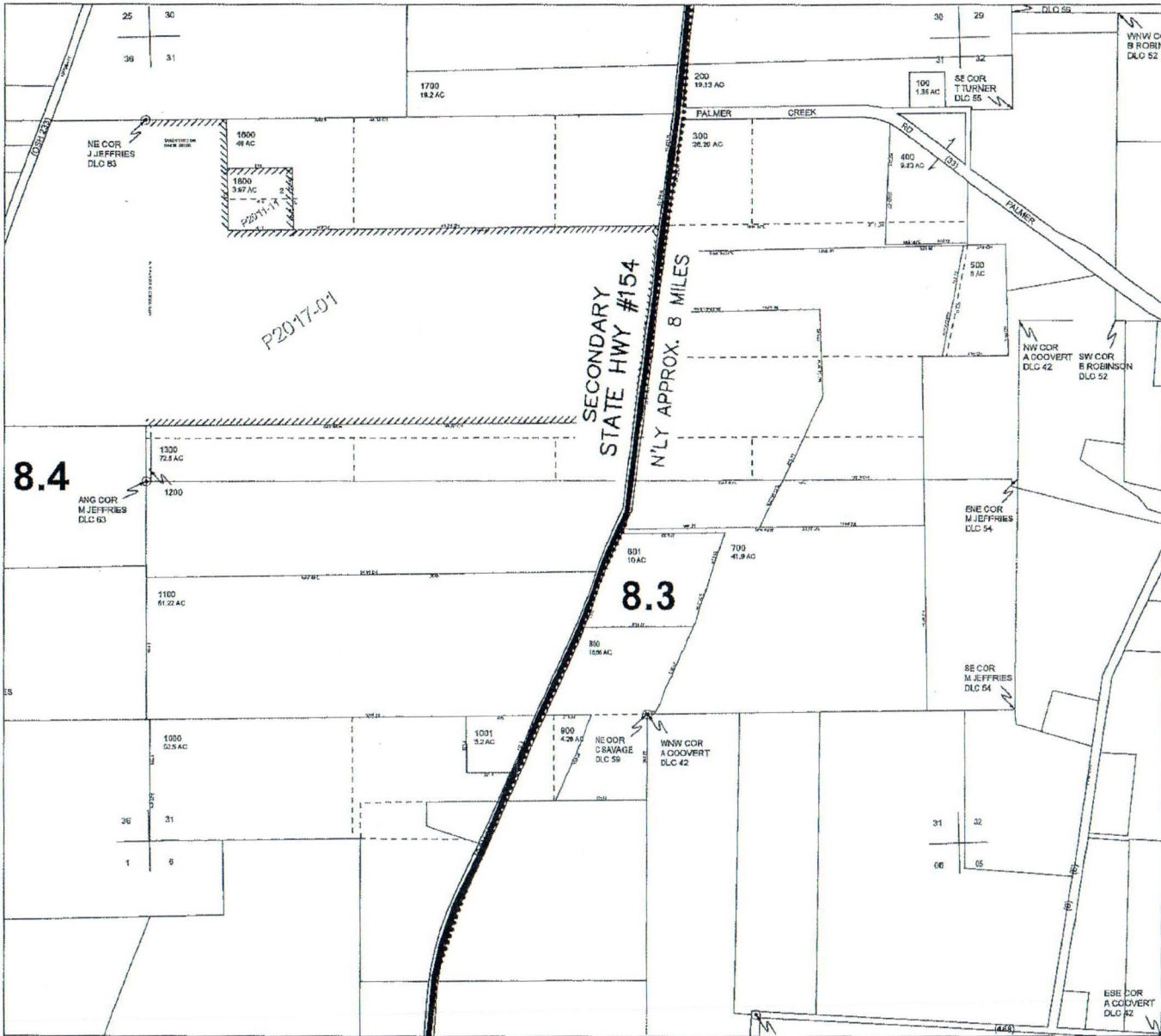


**BARKER  
 SURVEYING**

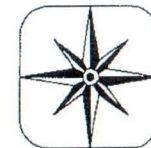
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# EXHIBIT MAP



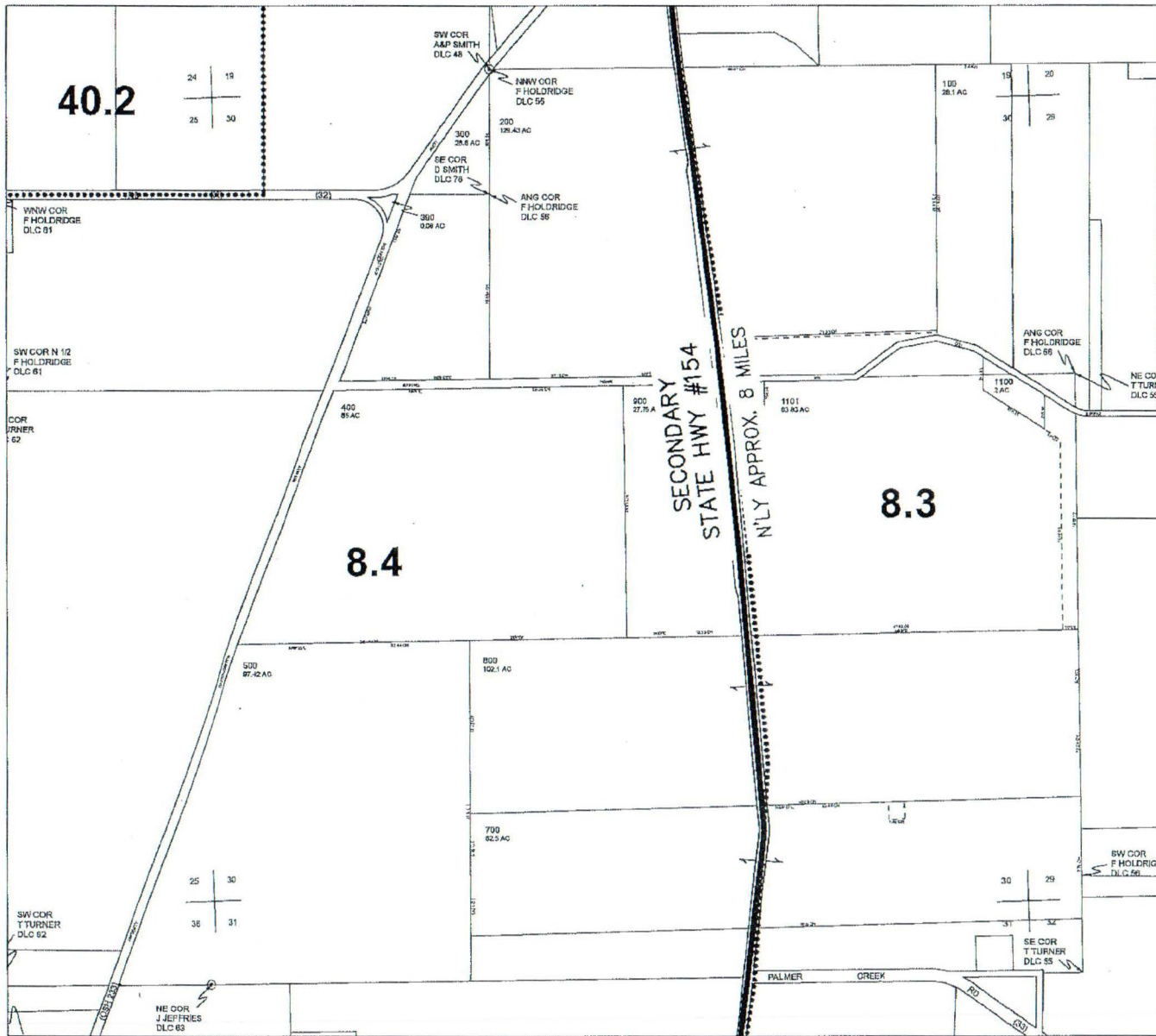
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DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 4.3.31  
DATED 2/23/2022)



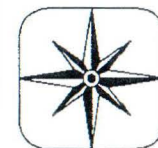
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# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.3.30  
 DATED 12/14/2018)



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 SURVEYING**

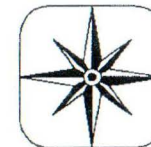
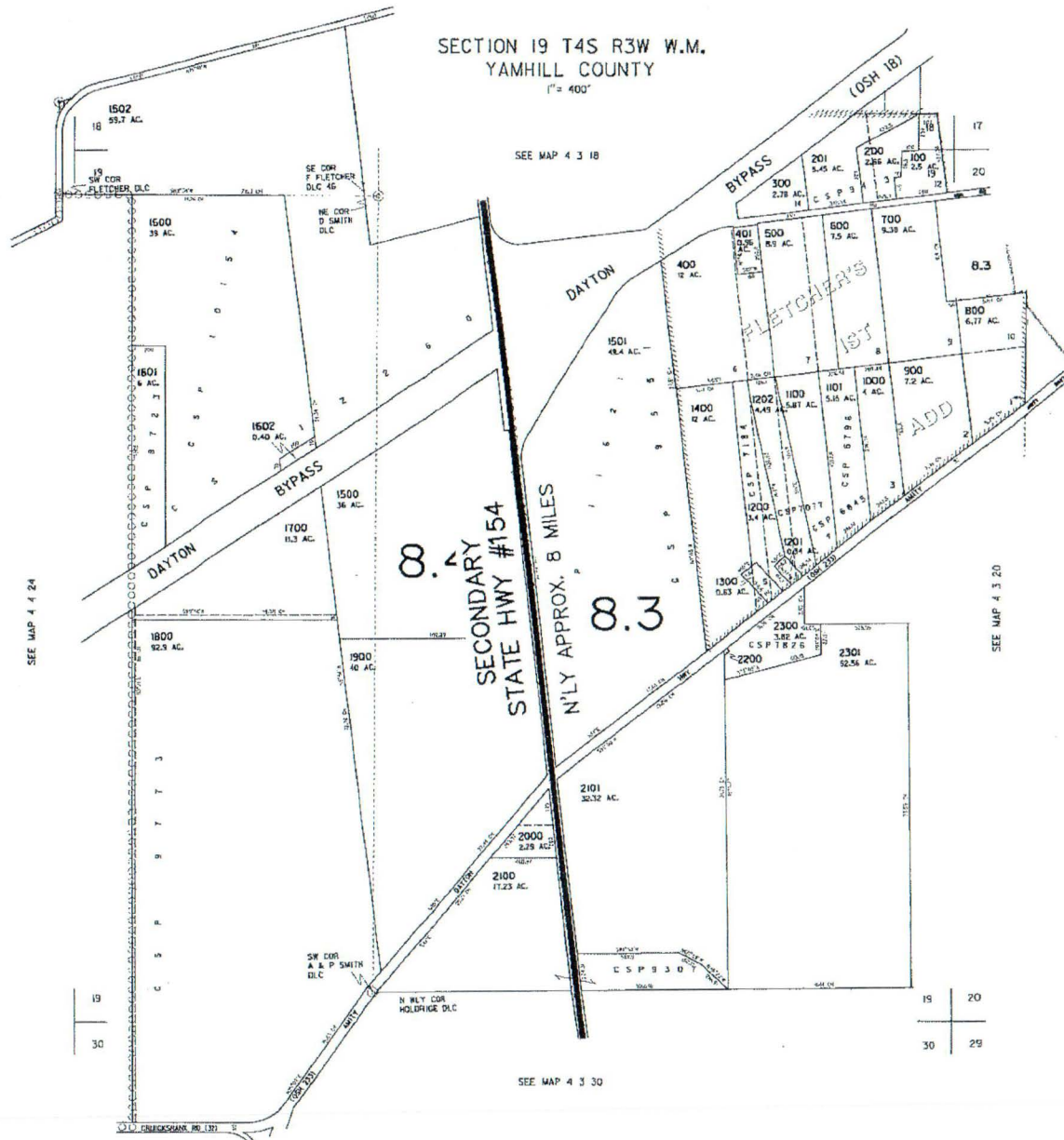
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# EXHIBIT MAP

SECTION 19 T4S R3W W.M.  
YAMHILL COUNTY  
1" = 400'



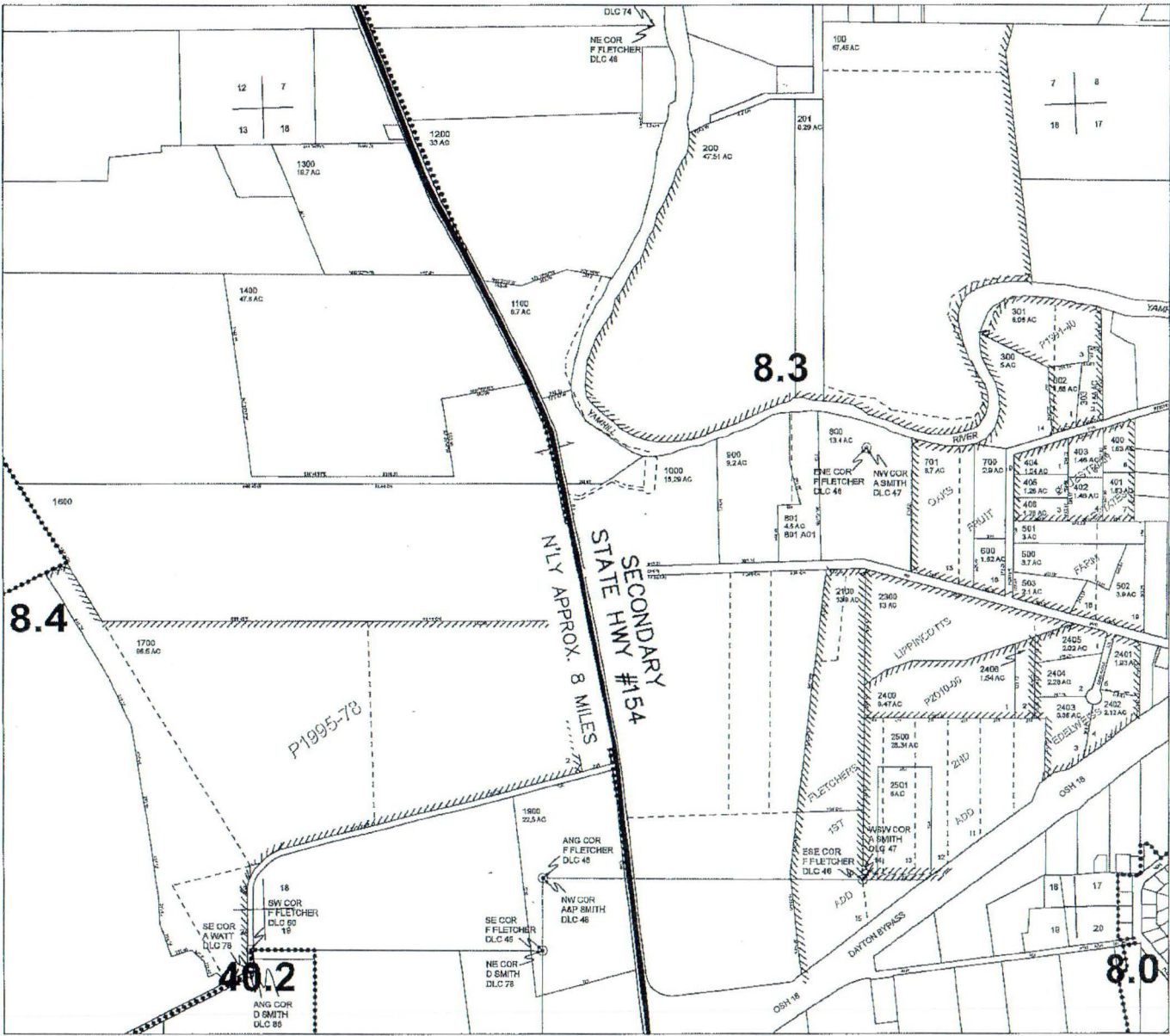
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& TAX MAP 4.3.19  
DATED 4/10/2006)



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# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.3.18  
 DATED 3/7/2019)



**BARKER  
 SURVEYING**

3657 KASHMIR WAY SE  
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 PHONE (503) 588-8800  
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 EMAIL: GREG@BARKERWILSON.COM

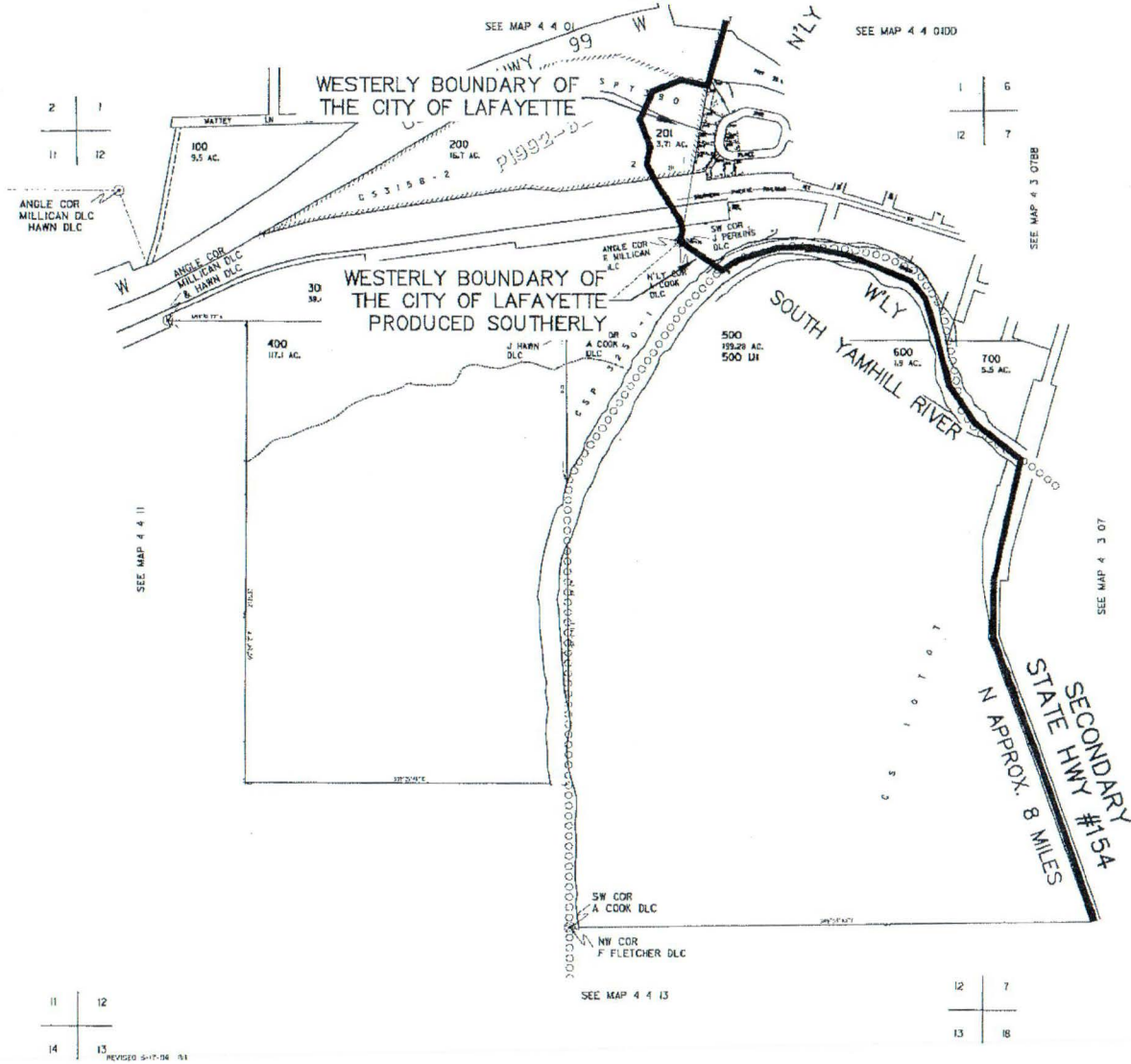
# EXHIBIT MAP

SECTION 12 T4S R4W W.M.  
YAMHILL COUNTY

1" = 400'



NOT TO SCALE  
DATE: 12/07/2022  
(YAMHILL ASSESSMENT  
& TAX MAP 4.4.12  
DATED 5/17/2006)



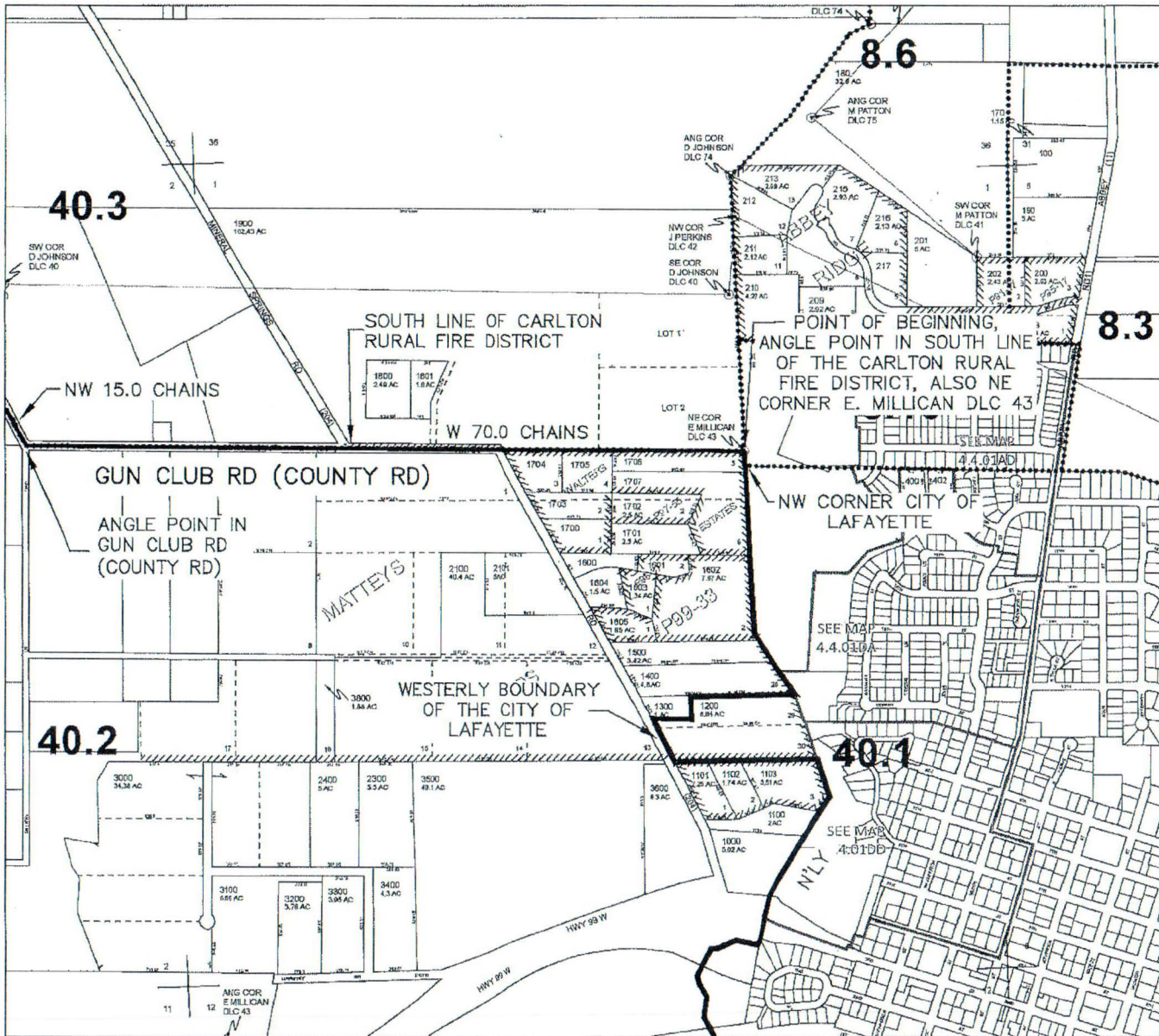
**BARKER  
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# EXHIBIT MAP



NOT TO SCALE  
 DATE: 12/07/2022  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.4.01  
 DATED 5/19/2022)



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Exhibit C

# Request for Ballot Title

## Preparation or Publication of Notice

**SEL 805**

rev 03/21  
GAR 165-014-0005

No later than the 81<sup>st</sup> day before an election, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
<b>Election Date</b> May 16, 2023	<b>Authorized Official</b> Rich Leifpert
<b>Contact Phone</b> 503-435-5805	<b>Email Address</b> rich.leifpert@mcminnvilleoregon.gov
Referral Information	
<b>Title, Number or other Identifier</b>	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
<b>Caption</b> 10 words which reasonably identifies the subject of the measure. Formation of McMinnville Fire District	
<b>Question</b> 20 words which plainly phrases the chief purpose of the measure. Shall fire district be formed with permanent tax rate of \$2.00 per \$1,000 assessed value beginning fiscal year 2023?	
<b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect. Measure creates the McMinnville Fire District with a permanent tax rate of \$2.00 per \$1,000 assessed value. The first fiscal year the permanent tax rate would be levied begins July 1, 2023. Taxes would provide fire protection and emergency medical services, utilizing a combination of volunteer and career personnel. Employees of McMinnville Fire Department will become employees of Fire District. Measure takes effect only if separate measure for dissolution of McMinnville Rural Fire District is approved by voters. All real and personal property, including reserve funds, of McMinnville Rural Fire District and assets of the City of McMinnville, including ambulance revenue, necessary for provision of fire and EMS services, shall become property of Fire District, including transfer of main fire station. Training area will be leased for 99 years. Fire District will assume municipal loan of \$588,000 for fire apparatus, all fire protection related debt of the City of McMinnville Fire Department and McMinnville Rural Fire Protection District. No other long term debt obligation will be assumed.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature

Date Signed