



**City Council Meeting Agenda**

**Tuesday, June 27, 2023**

**6:00 p.m. – Work Session Meeting**

**7:00 p.m. – City Council Regular Meeting**

**REVISED 06/26/2023**

*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, June 26th** 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, June 26th** 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 WORK SESSION & REGULAR MEETING:**

*You may join online via Zoom Meeting:*

<https://mcminnvilleoregon.zoom.us/j/86796495547?pwd=SGFCaVM4VG8wTGo4WitXbXcyRTEvdz09>

*Zoom ID: 867 9649 5547*

*Zoom Password: 862521*

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

*ID: 867 9649 5547*

**6:00 PM – WORK SESSION MEETING – VIA ZOOM AND SEATING AT CIVIC HALL**

1. CALL TO ORDER
2. PROS PLAN UPDATE
3. ADJOURNMENT OF WORK SESSION

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

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. 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.*

#### 4. PRESENTATIONS

- a. Stewardship Report on City insurance coverage from Ryan Hartzell, Hagan Hamilton

#### 5. PUBLIC HEARINGS

- a. Public Hearing on Uses of State Revenue Sharing for Fiscal Year 2023-2024 as approved by the Budget Committee.
- b. Public Hearing on the Proposed Fiscal Year 2023-2024 Budget as approved by the Budget Committee.
- c. Public Hearing to consider **Resolution No. 2023-25**: A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.
- d. Public Hearing to consider **Resolution No. 2023-26**: A Resolution adopting a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.

#### 6. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
  1. McMinnville Downtown Association (MDA) Disclosure Memo from City Manager Jeff Towery (memo in the packet)
- c. April 2023 Cash and Investment Report (in packet) **(Added on 06.26.2023)**

#### 7. CONSENT AGENDA

- a. Consider the Request to Permit a Waiver of the Noise Ordinance from Christina Fuller of Fuller Events for August 8, 2023, for the Willamette Valley Wineries Association Welcome Dinner.
- b. Consider **Resolution No. 2023-34**: A Resolution authorizing the approval of an Intergovernmental Grant Agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) for the Safe Routes to School Program: Sue Buel Elementary and Patton Middle School Pedestrian Safety Projects, Agreement No. SRTS23-08.

#### 8. RESOLUTION

- a. Consider **Resolution No. 2023-33**: A Resolution approving the Final Order of the County Commission Forming the McMinnville Fire District (attached Exhibit 1) and consenting to the formation of a fire district incorporating the McMinnville city limits.
- b. Consider **Resolution No. 2023-35**: A Resolution extending workers' compensation coverage to City of McMinnville volunteers.
- c. Consider **Resolution No 2023-36**: A Resolution declaring the City's election to receive certain state shared revenues.
- d. Consider **Resolution No 2023-37**: A Resolution certifying provision of municipal services by the City of McMinnville as required by ORS 221.760.
- e. Consider **Resolution No 2023-38**: A Resolution establishing a new Fire District Transition Fund in FY2023-24.
- f. Consider **Resolution No 2023-39**: A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for Capital Investments.

- g. Consider **Resolution No 2023-40**: A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for Fire and EMS Operating Costs.
- h. Consider **Resolution No 2023-41**: A Resolution adopting the budget for the fiscal year beginning July 1, 2023; making the appropriations; imposing the property taxes; and categorizing the property taxes.
- i. Consider **Resolution No. 2023-25**: A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.
- j. Consider **Resolution No. 2023-26**: A Resolution adopting a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.

## 9. ADJOURNMENT OF REGULAR MEETING

## Project Update: Community Needs and Future Vision

June 2023

# Agenda Overview

1. Process and Schedule Update
2. Existing System Highlights
3. Community Needs and Key Themes
4. Vision and Goals Exercise
5. Next steps

# Purpose of the PROS Plan

- Update inventory and existing conditions
- Document needs and priorities
- Identify community-supported vision and goals
- Recommend projects and policies for next 20-years



# Planning Process and Community Engagement

PHASE  
**01** Fall 2022 -  
Winter 2023  
**INVENTORY**



- Parks Tour and Conditions Assessment
  - System Inventory
  - Base Maps
  - Community Involvement Strategy
  - Website Launch
  - Brief #1: Existing System Summary
- 
- City Council Meeting #1
  - DEIAC Meeting #1
  - Planning Commission Meeting #1

PHASE  
**02** Winter -  
Spring 2023  
**ASSESSMENT**



- Community Survey
  - Stakeholder Interviews and Focus Groups
  - Park Accessibility and Equity Analysis
  - Brief #2: Community Needs Assessment Summary
- 
- City Council Meeting #2
  - DEIAC Meeting #2
  - Planning Commission Meeting #2

PHASE  
**03** Spring -  
Summer 2023  
**STRATEGY**



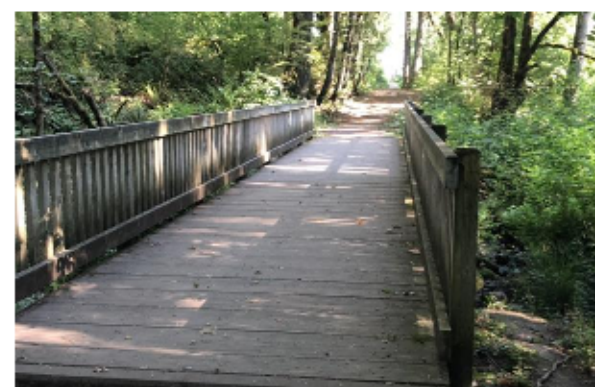
- Capital Improvement Plan
  - System Development Charge Methodology
  - Future Systems Map
  - Comprehensive Plan and Zoning Code Updates
  - Focus Groups and Town Hall Workshop
  - Brief #3: Strategic Framework for Parks and Recreation
- 
- Joint City Council/Planning Commission Work Session
  - DEIAC Meeting #3

PHASE  
**04** Fall -  
Winter 2023  
**ACTION PLAN**



- Funding and Financing Plan
  - Draft Master Plan
  - Final Master Plan
- 
- City Council Work Session
  - Joint DEIAC/Planning Commission Work Session
  - City Council Hearing

# Elements of the Park System





# Park Types

## Mini-Parks/Playlots



Kingwood Park

## Neighborhood Parks



Chegwyn Farms Park

## Community Parks



Discovery Meadows Park

## Linear/Trail Parks



Westside Trail

## Undeveloped/Open Space



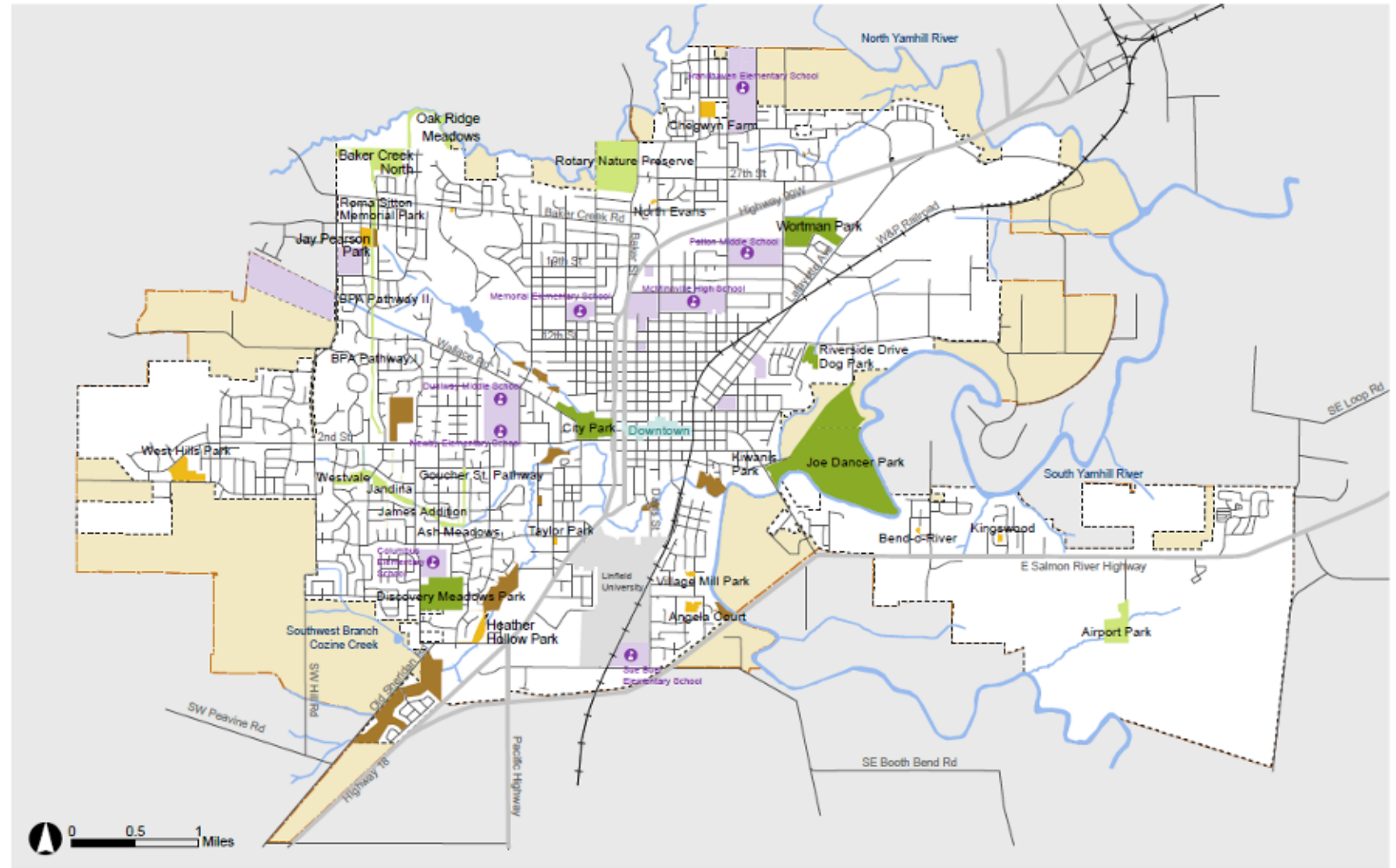
Quarry Park

## Developed Parks:

- 28 total sites
- 230 acres
- 6.6 acres/1,000 residents

## Total Park System:

- 48 total sites
- 305 acres
- 8.8 acres/1,000 residents



### Park and Recreation Facilities

- Community Parks
- Mini-Parks/Playlots
- Linear/Trail Parks
- Undeveloped Parks/Open Space

### Base Map Features

- Major Streets
- Streets
- Railroads

- School District Property
- Water Bodies
- City Boundary
- Urban Growth Boundary



City of McMinnville Parks, Recreation and Open Space Plan

## Map 1: Existing Parks and Recreation System

# Council Meetings: June 2022 and March 2023

## Questions:

- Understanding level of service
- Needs of different age groups
- Address quality of parks
- Facility needs
- Revenue potential

## Opportunities:

- Reimagining older parks
- Parks for all ages (8-80)
- Embracing different cultures
- Connectivity
- Conservation and sustainability

# Community Needs and Key Themes

# Community Engagement to Date

**2,338** survey respondents

**8** in-depth interviews

Focus group meeting with:

Schools

Downtown

Tourism

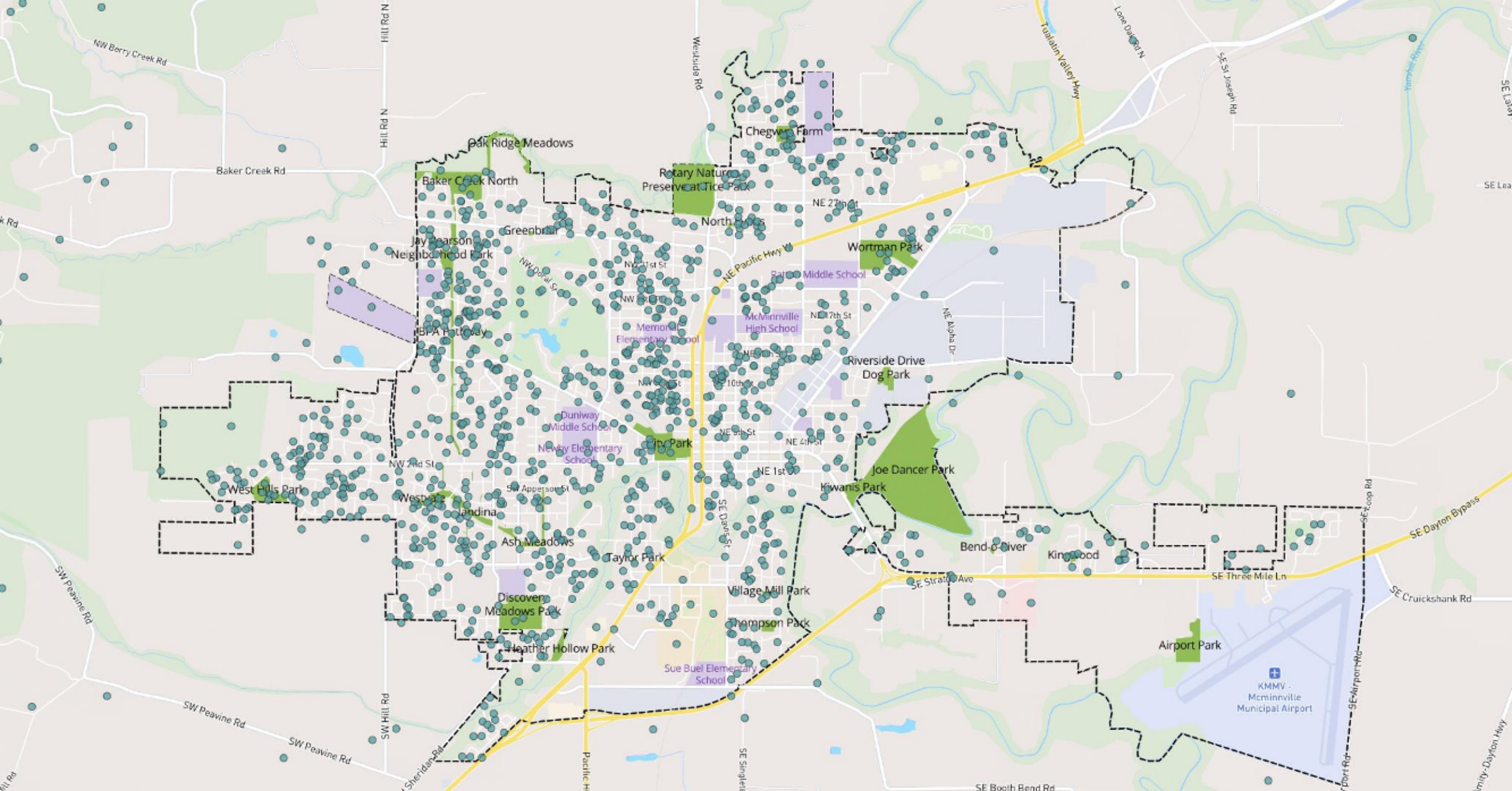
Yamhill County

>> Unidos resource fair pop-up

>> High School students meeting

**6** meetings with City Council, Planning Commission, the DEIAC, McMinnville School District





ONLINE QUESTIONNAIRE RESULTS: "Where Do You Live?"

Added on 06.28.23  
11 of 27

Amended on 06.28.23  
14 of 191

# Key Themes: Benefits

## Parks are extremely important

Over 95% of people who chose to take the survey rated parks as important or extremely important.

## Parks provide enjoyment

People often visit parks to gather with friends, family, and community; enjoy the outdoors/nature; and to play.

## Parks contribute to physical health

People often visit parks to be active/exercise and most like trails for walking/biking.

## Parks are a big part of daily life

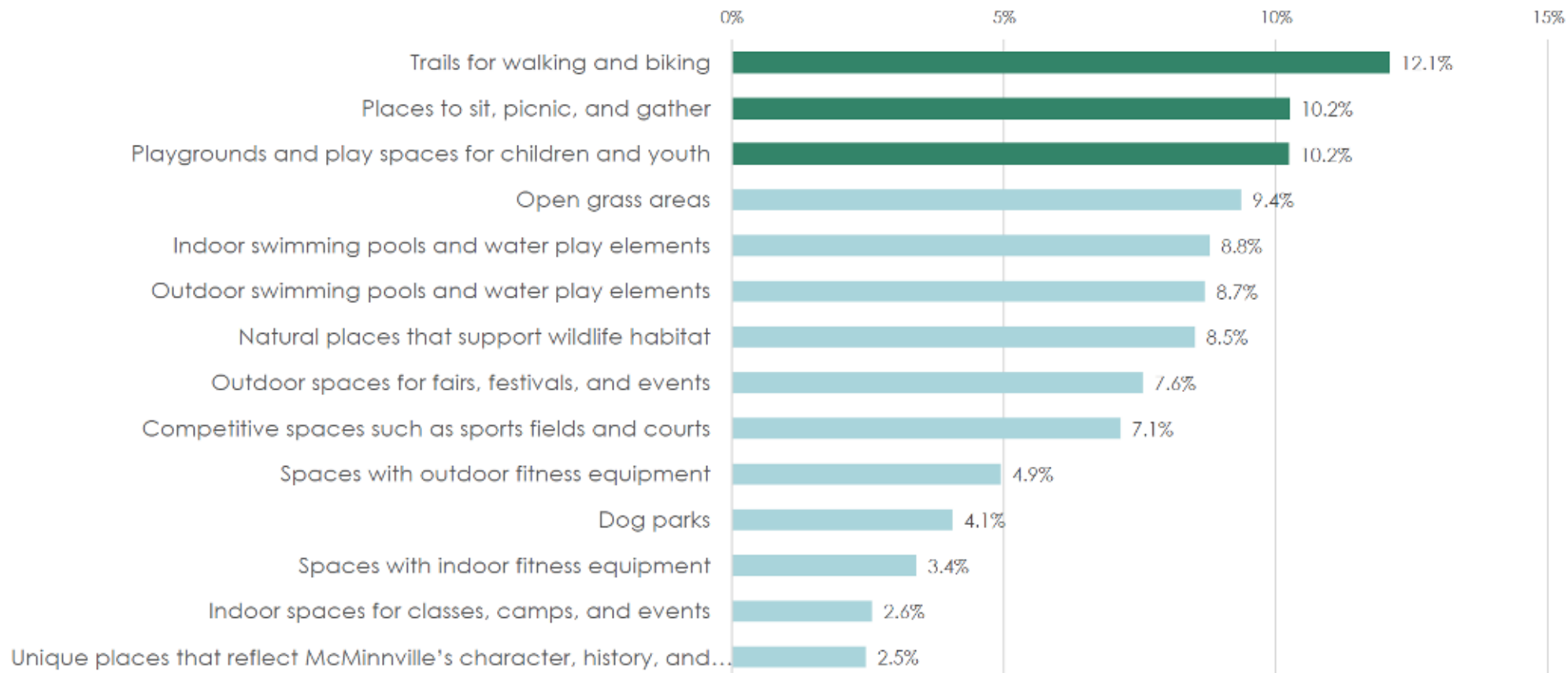
Over 70% of respondents visit parks weekly or more frequently.

*Source: Online survey responses (MIG)*



# Using trails, gathering, playing

In McMinnville or elsewhere, what do you like most in parks?



Added on 06.28.2023  
13 of 27



# Welcoming parks for people of all ages, abilities, incomes, and cultures



# Parks that connect to nature and other recreational opportunities



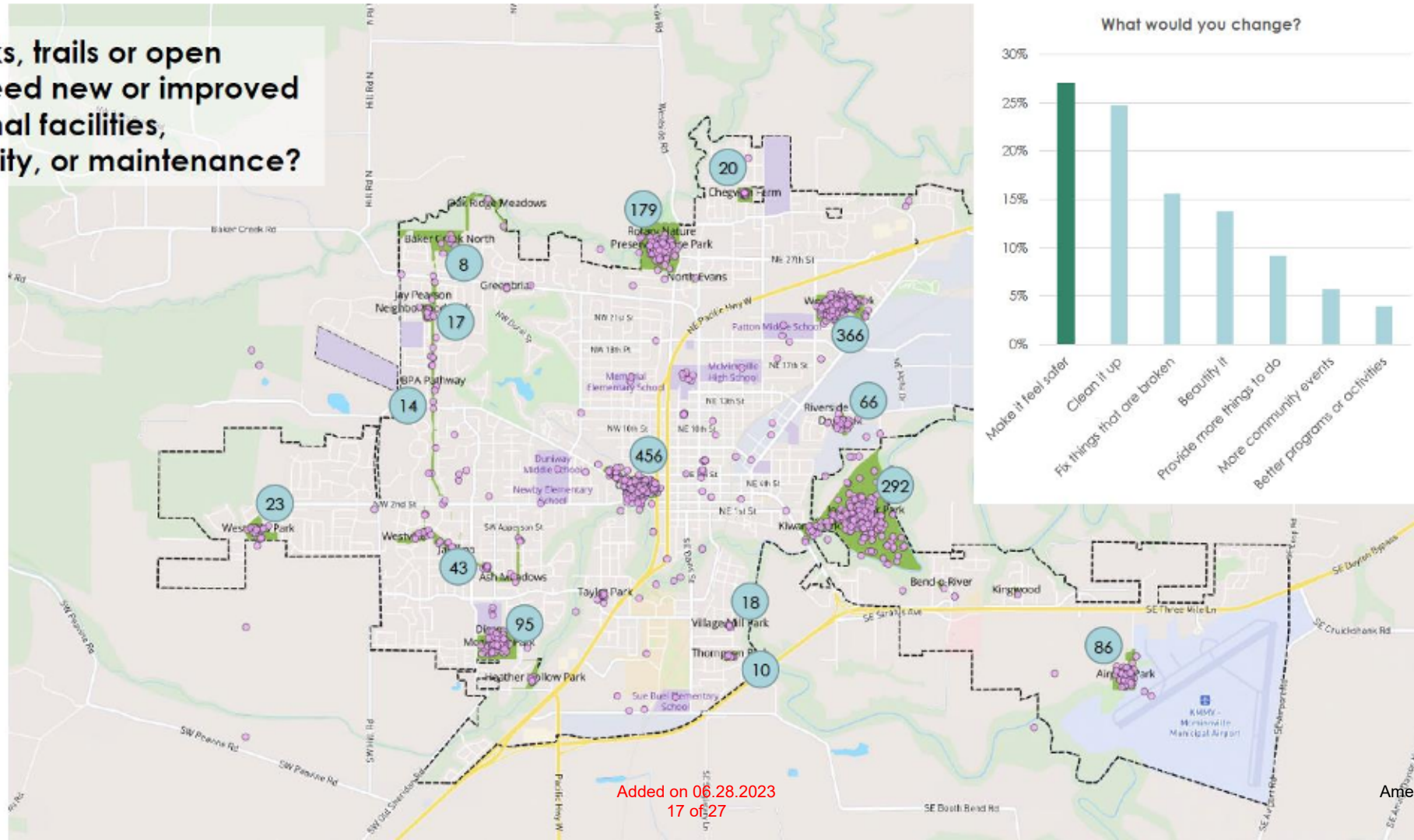
# Safer parks and public spaces



# Reinvesting in aging parks and facilities

What parks, trails or open spaces need new or improved recreational facilities, accessibility, or maintenance?

Respondents  
1,796



Added on 06.28.2023  
17 of 27

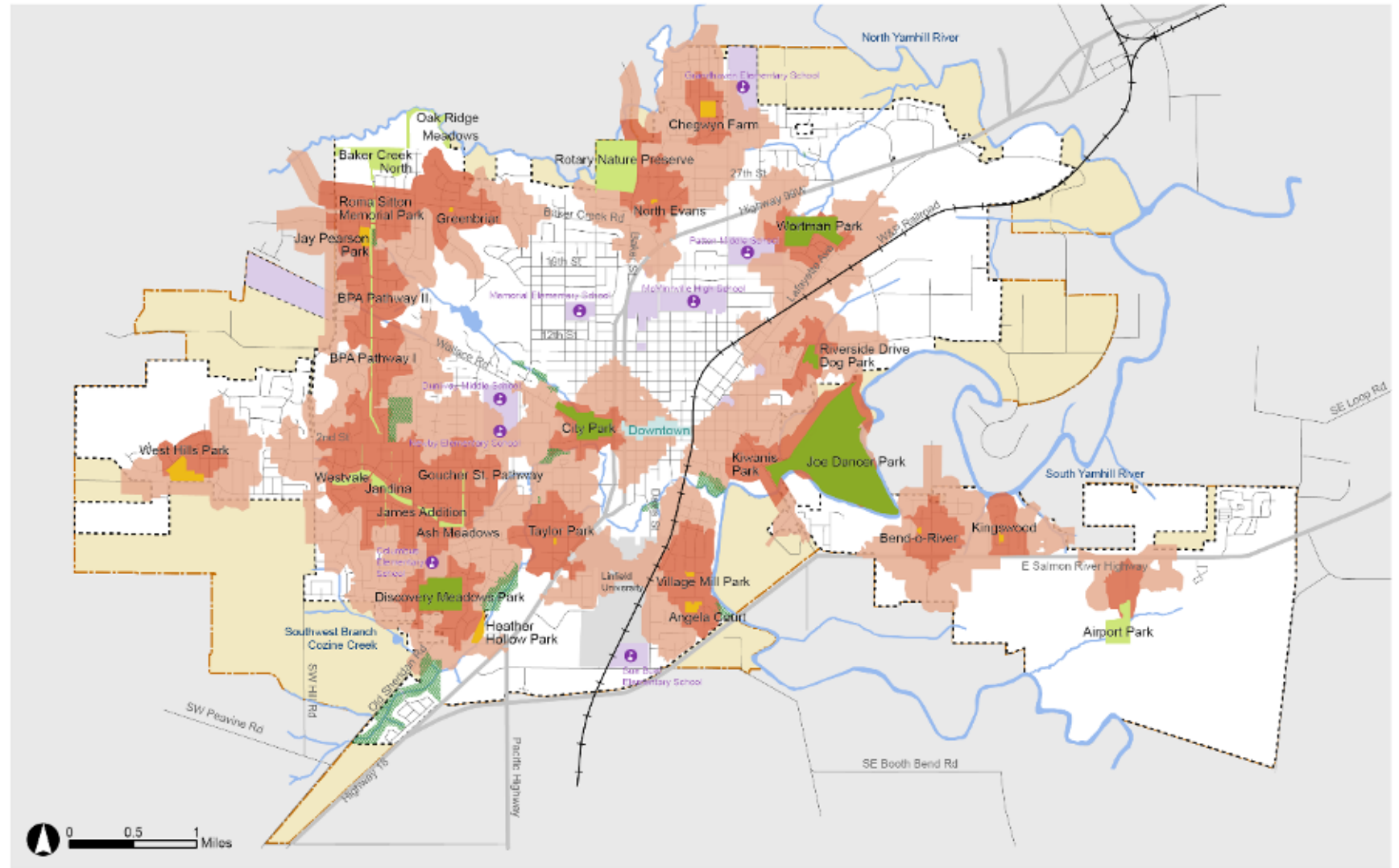


# Equitable park and recreation access

Defined as: the just and fair **quantity, proximity** and **connections** to quality **parks** and **green spaces**, recreation **facilities**, as well as **programs** that are safe, inclusive, culturally relevant and welcoming to everyone.

## Developed Park Access:

- Walkable access to parks in most areas
- Highway and Yamhill River barriers
- Gridded street network
- Schools fill some gaps in underserved areas



### Park and Recreation Facilities

- Community Parks
- Mini-Parks/Playlots
- Linear/Trail Parks
- Undeveloped Parks/Open Space

### Developed Parks Service Area

- 1/4 Mile Walk
- 1/2 Mile Walk

### Base Map Features

- Streets
- Railroads
- School District Property
- Water Bodies
- City Boundary
- Urban Growth Boundary

M I G Source: City of McMinnville, 2022

Added on 06.28.2023  
19 of 27



City of McMinnville Parks, Recreation and Open Space Plan

Developed Parks Service Area

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# Vision and Goals (discussion)

# Future Vision, Goals, and Objectives

- **Vision:** The vision conveys the long-term future that the community aspires to achieve. Based on community needs, it describes the big picture for the future and aspirations for parks and recreation.
- **Goals:** Goals provide general direction for implementing the vision.
- **Objectives:** The objectives provide actions to achieve each goal. They provide policy level guidance for more specific recommendations.





## The 1999 Vision:

“Parks, recreation programs and facilities, and open space are essential elements in enhancing the quality of life in McMinnville. They foster healthy, active lifestyles, strengthen a sense of community, prevent crime, protect the environment, and contribute to a healthy economy. The Parks and Recreation Department will provide an interconnected parks and recreation system...”

# Future Vision, Goals, and Objectives

1. What changes would you suggest (if any) to the current vision statement?
2. What other specific goals or objectives would you like to see?

# Next Steps

PHASE  
**01** Fall 2022 -  
Winter 2023  
**INVENTORY**



- Parks Tour and Conditions Assessment
  - System Inventory
  - Base Maps
  - Community Involvement Strategy
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- City Council Meeting #1
  - DEIAC Meeting #1
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  - Draft Master Plan
  - Final Master Plan
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- City Council Work Session
  - Joint DEIAC/Planning Commission Work Session
  - City Council Hearing

## Project Update: Community Needs and Future Vision

June 2023



Amended on 06.28.23  
28 of 191

## Definitions

**Vision:** The vision conveys the long-term future that the community aspires to achieve. Based on community needs, it describes the big picture for the future and aspirations for parks and recreation.

**Goals:** Goals provide general direction for implementing the vision.

**Objectives:** The objectives provide actions to achieve each goal. They provide policy level guidance for more specific recommendations.

## Vision for a Future Parks and Recreation System (from 1999 Plan)

Parks, recreation programs and facilities, and open space are essential elements in enhancing the quality of life in McMinnville. They foster healthy, active lifestyles, strengthen a sense of community, prevent crime, protect the environment, and contribute to a healthy economy. The Parks and Recreation Department will provide an interconnected parks and recreation system that:

- Provides diverse opportunities for active, passive, and unprogrammed recreation to all residents;
- Contributes to overall community livability and pride;
- Balances the impacts of growth and increasing density with sufficient facilities;
- Fosters stewardship of natural resources, such as floodplains and waterways;
- Provides equitable distribution of parks and recreation opportunities throughout the City;
- Reduces auto-dependency and enhances recreation opportunities by connecting recreation resources, community destinations, and neighborhoods with trails and greenways;
- Provides positive activities for youth;
- Promotes strong families;
- Helps residents achieve an active, healthy lifestyle;
- Builds and maintains partnerships with area schools and others to provide programs and facilities;
- Provides safe and well-maintained parks and recreation facilities;
- Provides for effective and economically sound management of public resources; and
- Informs residents about their recreation opportunities, and involves them in decision-making.

## Discussion Questions

1. What changes would you suggest (if any) to the current vision statement?

2. What other specific goals or objectives would you like to see?

**From:** [Mark Davis](#)  
**To:** [Claudia Cisneros](#)  
**Subject:** Comment for City Council  
**Date:** Sunday, June 25, 2023 12:22:25 PM

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**This message originated outside of the City of McMinnville.**

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Claudia,

Please pass along the following message:

Mayor Drabkin and Members of the City Council:

I am interested and supportive of your efforts to involve the citizens in next year's budget decision. I would make the following suggestions:

1. Use the Public Library to encourage participation. There are about 20 computers upstairs available for public use. Tell people about them. You could put a link to the budget survey on the screen everyone sees when logging in.
2. Give a clearer explanation of the impact of the fire district creation on the city budget. All the focus is on the \$1.50 of potential property tax revenue, but I believe there were also overhead costs (primarily personnel related) that the city was allocating to the fire department. Is the City going to continue to perform those services for the fire district and get reimbursed or are those employees going to work on other city services? If so, what is changing?
3. I realize it is gospel in city circles that expenses rise faster than revenues, therefore more revenues are required. I'm guessing that for many of our lower income citizens their personal expenses also rise faster than their income. I don't have a problem with increasing city revenues, but I think a better case needs to be made than simply saying expenses have risen. I would suggest providing some statistical information over the past 10 years showing things like:
  - Percentage increase in assessed value of property in the City
  - Percentage increase in the population
  - Percentage increase in the number of city employees
  - Percentage increase in city employee salaries
  - Percentage increase in residents' median income
  - Percentage increase in the local rate of inflation

Thank you for considering my suggestions.

Mark Davis



**hagan hamilton**  
INSURANCE SOLUTIONS

June 16, 2023

McMinnville City Councilors  
Remy Drabkin, Mayor  
Jeff Towery, City Manager  
Jennifer Cuellar, Finance Director

Re: Insurance Programs Stewardship Report  
July 1, 2023 – June 30, 2024

I would like to thank you for your continued support of Hagan Hamilton as your Agent of Record for the City insurance programs. I have reviewed the renewal proposals and my recommendation to the Council is to accept the renewal offers from City County Insurance Services (CIS); SAIF; and Old Republic, respectively:

- PROPERTY/LIABILITY (CIS)
- AUTO (CIS)
- MECHANICAL BREAKDOWN (CIS)
- WORKERS COMPENSATION (SAIF)
- AIRPORT LIABILITY (Old Republic)
- CYBER SECURITY (TBD)

The proposed annual contribution for the CIS Package is \$903,123 up from \$811,286. This is a 11.32% increase. This is more favorable than the increase last renewal which was 16%. This past March CIS indicated rate increases on average for CIS members would be between 15- 20% so we are pleased to report the 11.32%. Changes in exposures for this renewal impacting the increase include personnel services up 10%, materials and services up 8%, storm/sewer miles up 2%, 3 additional police officers, and 2 additional vehicles added. Property insurance premiums have increased significantly due to the hard and limited property marketplace for reinsurance, continue risks from wildfires, as well as construction costs and inflation. CIS forecast trends for increasing the values on all existing property limits at 7%. The City of McMinnville increase was 7.28% with a total limit on all property of \$222,805,362.

This past spring, I conducted a peer review of insurance analysis comparing the City of McMinnville against peer cities in CIS with a population over 25,000 spanning a 5-year period. The City of McMinnville performed better than the peer group in auto liability and physical damage both frequency of claims and dollar amount paid out on claims. The City also outperformed peers in expected general liability claims frequency and the dollar amount paid out on property claims.

SAIF has proposed a premium of \$447,511 up from \$360,775 from the premium paid last year. The increases correlate with the increased projected payrolls, which were up 7.28%. The driving force behind the increase was the experience rating modification which increased from a .83 to a .99 based on the claims experience. The experience period now included is the 2021-2022 policy year. Premiums paid for this period were \$306,219 and losses paid were \$406,249.



However, I am pleased to report claims paid to date for the current year, 2022-2023 are less than \$24,000 which is through mid-June indicating a positive trend and what should be an anticipated moderate rate reduction going forward. The move to a guaranteed cost plan with SAIF in 2021 versus the retro plan with CIS has resulted in significant savings in high claims years like 2021-2022. One final note on workers compensation, the city added a group accident volunteer policy that provides coverage for all volunteers, except public safety volunteers which will remain with SAIF.

The Airport Liability Insurance renewal proposal is \$9,385 up from \$8,984. The insurance carrier is Old Republic Insurance Company. This renewal does include the endorsement for the Air Show.

An ongoing and regular part of the insurance risk management process we continually provide is the review and contractual risk transfer of insurance consulting on contracts between the City and its vendors and contractors for service work and new construction.

Cowbell is the current cyber insurance provider. The renewal date is August 19<sup>th</sup> for the cyber insurance, and we are not yet recommending any renewal decisions for the cyber. Our plan is again shopping the market and collecting proposals to seek the best terms and pricing with a specific focus on e-mail compromise, ransomware, and cyber security breaches. I will report back to the council with recommendations on the cyber renewal options.

CIS is continuing to provide coverage for the fire department and will do so until the newly created Fire District is ready to transition to the Special District Program (SDAO).

An important update for the valued relationship between the City of McMinnville and Hagan Hamilton is that Gary Eastlund will be retiring at the end of this calendar year. Ryan Hartzell has replaced Gary as the agent. Ryan and Gary have worked together for 24 years. Ryan is a partner at Hagan Hamilton and handles the large and complex public entity business for Hagan Hamilton for the CIS and SAIF programs.

As the City of McMinnville continues to grow and evolve, the insurance renewal cycle and process becomes more dynamic and complex each policy year. A special thanks for the time and efforts of Jeff Towery, Jennifer Cuellar, Ronda Gretzon, Chris Secrist, and Scott Burke for their dedicated efforts in the management and administering of the insurance and risk transfer programs.

Respectfully,



Ryan Hartzell, CIC  
City of McMinnville Insurance Risk Consultant

# STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** Public Hearing on FY2023-24 Proposed Uses of State Revenue Sharing

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## CITY GOVERNMENT CAPACITY

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

**Report in Brief:** A public hearing on Proposed State Revenue Sharing is required by Oregon statute.

### **Discussion of Hearing and Resolution Actions:**

ORS 221.770 requires that cities annually pass an ordinance or resolution requesting state revenue sharing money, holding public hearings, and certifying that these hearings were held.

To receive state revenue sharing in 2023-24, the City must have levied property taxes in the preceding year and:

- 1) Pass an ordinance or resolution approving participation in the program and file a copy of that ordinance with the State of Oregon prior to July 31.
- 2) Hold the following hearings on the use of state revenue sharing funds:
  - a) a public hearing before the budget committee to discuss possible uses of the funds
  - b) a public hearing before the city council on the proposed uses of the funds in relation to the entire budget
- 3) Certify to the State of Oregon prior to July 31 that these hearings have been held

As required by ORS 221.770, a public hearing on possible uses of state revenue sharing was held before the City of McMinnville Budget Committee on May 17, 2023.

A resolution approving participation in the program and requesting revenue sharing will be presented to the City Council at the June 27, 2023 meeting. The City will then certify to the State of Oregon prior to July 31 that the public hearings were held.

# City of McMinnville

## City's Proposed Uses of State Revenue Sharing 2023 - 2024 Proposed Budget

**FY2023-24 Revenue - State Revenue Sharing estimate** **\$ 522,000**

**FY2023-24 Expenditures - State Revenue Sharing**

Support for personnel and basic operating expenses for general fund activities of a full service city.

<b>Administration, Finance, &amp; Municipal Court</b>	57,800
<b>Engineering</b>	5,100
<b>Community Development</b>	39,800
<b>Police</b>	239,800
<b>Parks &amp; Recreation</b>	56,200
<b>Parks Maintenance</b>	69,400
<b>Library</b>	53,900
<b>Total Possible Expenditures</b>	<b><u>\$ 522,000</u></b>

**Fiscal Impact:**

The City anticipates receiving \$522,000 in state shared revenues, a vital source of unrestricted general fund revenues to support public services.

**Recommendation:** Hold public hearing as required by ORS 221.770.

**Documents:**

1. Hearing Notice for the FY2023-24 Proposed Uses of State Shared Revenue

**CITY OF McMinnville**  
**STATE REVENUE SHARING PUBLIC HEARING**

A public meeting of the City of McMinnville City Council, Yamhill County, State of Oregon, to receive public comment on the proposed uses of state revenue sharing funds for the fiscal year July 1, 2023 to June 30, 2024 will be held. The meeting will take place on the 27th day of June 2023 at 7:00 p.m. at the Kent L Taylor Civic Hall, 200 NE 2<sup>nd</sup> Street, McMinnville, Oregon.

The City Council meeting will also be held virtually through the Zoom meeting software. The public may join the meeting in person or via the link information available in the calendar section of [mcminnvilleoregon.gov](http://mcminnvilleoregon.gov). In addition, public comment may be submitted ahead of the hearing online on the city's website [mcminnvilleoregon.gov/finance/webform/budget-public-comment](http://mcminnvilleoregon.gov/finance/webform/budget-public-comment).

This Notice of the State Revenue Sharing Public Hearing has also been posted on the City's website at [www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** Public Hearing on FY2023-24 Approved City Budget

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### **CITY GOVERNMENT CAPACITY**

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

#### **Report in Brief:**

A public hearing on the FY2023-24 City Budget as approved by the Budget Committee is required by Oregon statute.

#### **Discussion of Hearing and Resolution Actions:**

On June 16, 2023, the City's Budget Committee approved the City of McMinnville 2023–2024 Budget. ORS 294.453 requires that, after the local government's budget committee has approved the budget, the governing body must hold a budget hearing to take citizen testimony on the approved budget.

Five to 30 days before the scheduled hearing, ORS 294.448 requires that the governing body publish a "Notice of Budget Hearing and Financial Summary." The Notice includes the date, time, location and remote access instructions for the budget hearing and a summary of the 2023 – 2024 Approved Budget. The Notice must appear in a newspaper of general circulation.

The required Notice and Financial Summary were published in the News Register on June 20, 2023.

The City also has a Budget Public Comment page on its website to facilitate the community's ability to weigh in on budget matters in a remote way.

A resolution adopting the FY2023-24 Budget will be presented to the City Council at the June 27, 2023 meeting. The City will then certify the budget to the County Assessor's office prior to July 15, 2023.

#### **Fiscal Impact:**

Following the budget adoption and public hearing process is required for the City to draw property taxes, the largest source of unrestricted general fund revenues available to support public services as well as accessing voter approved property tax funds for local bond measures.

**Recommendation:** Hold public hearing as required by ORS 294.453.

#### **Documents:**

1. FY24 City of McMinnville Approved Budget Hearing notice

A public meeting of the McMinnville City Council will be held on June 27, 2023 at 7:00 pm at the Kent L Taylor Civic Hall, 200 NE 2nd Street, McMinnville, Oregon and via Zoom for remote access. Information on remote viewing and real time public comment options is available in the calendar section of [mcminnvilleoregon.gov](http://mcminnvilleoregon.gov). In addition, public comment may be submitted ahead of the hearing online on the city's website [mcminnvilleoregon.gov/finance/webform/budget-public-comment](http://mcminnvilleoregon.gov/finance/webform/budget-public-comment). The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the City of McMinnville Budget Committee. A summary of the budget is presented below. A copy of the budget is available online at [mcminnvilleoregon.gov/finance](http://mcminnvilleoregon.gov/finance). This budget is for an annual budget period and was prepared on a basis of accounting that is the same basis of accounting as used the preceding year.

Contact: Jennifer Cuellar Telephone: 503-434-2350 Email: [Jennifer.Cuellar@mcminnvilleoregon.gov](mailto:Jennifer.Cuellar@mcminnvilleoregon.gov)

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2021-22	Adopted Budget** This Year 2022-23	Approved Budget Next Year 2023-24
Beginning Fund Balance/Net Working Capital	57,180,064	63,005,411	71,915,256
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	24,472,475	27,508,458	25,694,098
Federal, State & all Other Grants, Gifts, Allocations & Donations	8,687,070	14,853,395	18,015,616
Revenue from Bonds and Other Debt	30,267	7,500	6,000
Interfund Transfers / Internal Service Reimbursements	11,733,842	12,779,745	24,084,291
All Other Resources Except Current Year Property Taxes	1,477,461	811,457	2,398,172
Current Year Property Taxes Estimated to be Received	17,626,530	18,424,800	14,269,200
<b>Total Resources</b>	<b>121,207,709</b>	<b>137,390,766</b>	<b>156,382,633</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	26,402,976	30,672,468	28,608,218
Materials and Services	13,292,289	27,001,461	27,264,956
Capital Outlay	4,070,606	11,441,480	26,072,705
Debt Service	4,621,994	3,972,013	3,876,061
Interfund Transfers	9,614,559	10,195,646	21,557,299
Contingencies	0	5,755,500	11,560,500
Special Payments	420,947	252,200	5,358,053
Unappropriated Ending Balance and Reserved for Future Expenditure	62,784,339	48,099,998	32,084,841
<b>Total Requirements</b>	<b>121,207,709</b>	<b>137,390,766</b>	<b>156,382,633</b>

\*\* includes budget amendments adopted through June 2023

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
General Fund	36,280,771	43,095,312	49,423,574
FTE	190.23	188.19	140.39
Grants and Special Assessments Fund	406,995	3,976,519	426,388
FTE	0	0	0
Transient Lodging Tax Fund	1,658,366	1,959,400	2,156,000
FTE	0	0	0
Affordable Housing Fund	813	4,100,000	3,148,450
FTE	0	0	1.00
Telecommunications Fund	246,487	254,200	225,558
FTE	0	0	0
Emergency Communications Fund	1,019,684	893,676	766,186
FTE	0	0	0
Street Fund	4,567,169	5,348,430	5,033,657
FTE	9.79	10.04	9.90
Airport Fund	2,352,105	1,289,081	1,630,586
FTE	0	0	0.50
Transportation Fund	4,023,131	4,416,359	5,682,141
FTE	0	0	0
Park Development Fund	2,100,252	2,348,041	2,690,690
FTE	0	0	0
Debt Service Fund	4,098,299	3,385,998	3,336,450
FTE	0	0	0
Building Fund	2,630,220	2,262,023	2,481,299
FTE	4.38	4.34	4.34
Wastewater Services Fund	14,822,487	14,703,255	14,612,994
FTE	21.27	21.96	23.15
Wastewater Capital Fund	43,297,903	45,527,597	55,149,444
FTE	0	0	0
Information Systems & Services Fund	1,474,539	1,794,670	2,265,673
FTE	4.00	4.00	4.00
Insurance Services Fund	2,228,488	2,036,205	1,973,668
FTE	0	0	4
Fire District Transition Fund	0	0	5,379,875
FTE	0	0	51
<b>Total Requirements</b>	<b>121,207,709</b>	<b>137,390,766</b>	<b>156,382,633</b>
<b>Total FTE</b>	<b>229.67</b>	<b>228.53</b>	<b>234.22</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

The most significant difference for the FY24 year relative the past is the result of the passage of the May 16, 2023, ballot measure establishing a new Fire District. In the upcoming year, the budget includes a new fund, the Fire District Transition Fund, which provides for the provision of fire services from July 1 through December 31, 2023. The permanent property tax rate of the City is \$5.02 per thousand taxable value but next year it will reduce its levy by \$1.50, the approximate amount of property tax historically spent on providing fire service to the City. This means the City will forgo approximately \$4.83 million in property tax in FY24. The Council committed to conduct a public engagement process this summer to gain input on how community members would like to see the City invest these funds in future years. Also of note, the Wastewater Capital Fund will be making capital investments in system improvements in the coming year, resulting in a budgeted increase of over \$9.6 million. The General Fund has an increase of \$6.3 million year over year, which is counter-intuitive given the fact that the Fire Department is no longer a component of those costs. Budgeted expenses include the amount required to advance funding to the new Fire District for operations until its property taxes become available late in 2023 as well as repay the Wastewater Capital Fund for the interfund loan required to provide this advance - \$4.3 million x 2. The General Fund has spent virtually no dollars on capital replacements or significant capital maintenance activities for the last two years due to budget constraints; in FY24, \$1.4 million in capital investments funded by internal borrowing are included in the budget. \$2.1 million in one-time projects funded by the American Rescue Plan Act (ARPA) are also included, pushing up spending levels for the FY24 year relative the prior year in the General Fund. New programming of \$778,000 in the General Fund includes investments in Parks Maintenance, support services (Human Resources and Facility Maintenance) and Housing work rounds out the added costs relative prior years. The Grant and Special Assessment Fund has decreased its budget by \$3.5 million because ARPA funds are being deployed to other funds for spending.

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed 2021-22	Rate or Amount Imposed This Year 2022-23	Rate or Amount Approved Next Year 2023-24
Permanent Rate Levy (rate limit 5.02 per \$1,000)	5.02	5.02	3.52
Local Option Levy	0	0	0
Levy For General Obligation Bonds	2,904,650	2,934,540	3,091,410

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$17,465,000	\$0
Other Bonds	\$9,092,134	\$0
Other Borrowings	\$134,739	\$0
<b>Total</b>	<b>\$26,691,873</b>	<b>\$0</b>



**City of McMinnville**  
**Community Development**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

# STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Resolution No. 2023 - 25, Adopting a Planning Fee Schedule Effective July 1, 2023.

## STRATEGIC PRIORITY & GOAL:



### CITY GOVERNMENT CAPACITY

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

---

## **Report in Brief:**

This is the consideration of Resolution No. 2023-25, adopting a Planning Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting planning fee schedules and takes effect on July 1, 2023.

A public hearing will be conducted to solicit public comment per ORS 294.160. Public notice of the proposal and the public hearing was provided in the News Register on Tuesday, June 20, and Friday, June 23, 2023.

## **Background:**

In 2003, the McMinnville City Council adopted Resolution No. 2003-35, establishing that, "it is the belief of the City Council that developers and others using the services of the Planning Department should pay a proportionate share of the costs associated with their projects."

In 2018, the City commissioned a planning fee study to evaluate how much the fees that developers were paying with land-use permits contributed to the costs of reviewing those land-use applications. At that time, it was determined that the



planning fee schedule captured a 12% cost recovery of the costs associated with reviewing private development current planning applications. The general fund and McMinnville taxpayer was underwriting 88% of the overall program costs.

After discussion, in 2018, the City Council directed city staff to propose a fee schedule that would allow the City to work towards a 100% cost recovery goal for current planning application review on the basis that private developers and applicants were the direct beneficiary of this service and that the City's General Fund and the McMinnville taxpayer should not be underwriting this service.

On December 11, 2018, the McMinnville City Council adopted Resolution No. 2018-63, a resolution that updated the planning fee schedule so that it reflected a 55% cost recovery for development services related to land-use application review, with the direction to increase the planning fee schedule by 10% plus CPI (Portland's CPE-W Index) on July 1 every year over the next five years towards a full cost recovery model.

Due to the pandemic in 2020, the City elected not to move forward with a Planning Fee Schedule update.

### **Discussion:**

In 2018, the City made some conscientious decisions to reduce certain fees in order to promote public participation in the land-use process and to support the business community, by maintaining significantly reduced appeal fees, sign permits and downtown design review fees.

In the attached fee schedule, those fees have not been increased to reflect the City's interest in underwriting those services.

The 50% reduction of planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060 (Resolution No. 2016-81) is retained as well.

### **Attachments:**

- Resolution No. 2023-25 with Proposed Planning Fee Schedule, Effective July 1, 2023

**Fiscal Impact:**

As the City continues to work towards full cost recovery for land-use application review, the City's General Fund will need to subsidize the program less and less.

This is the fourth year of the five-year catch-up program.

**Recommendation:**

"I move to adopt Resolution No. 2023-25"

**RESOLUTION NO. 2023-25**

A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.

**RECITALS:**

**Whereas**, the City of McMinnville collects permitting fees for land-use applications to fund the review costs associated with new development projects; and

**Whereas**, per Resolution No. 2003-35, it is the belief of the City Council that developers and others using the services of the Planning Department for current planning activities should pay their share of the costs associated with their projects; and

**Whereas**, in 2018, the City commissioned a planning fee study that showed that the City was only collecting 12% of the costs of the current planning program in their fee schedule; and

**Whereas**, on December 11, 2018, the City adopted Resolution No. 2018 – 63, a resolution that updated the planning fee schedule so that it reflected a 55% cost recovery for development services related to land-use application review, and provided direction to increase the planning fee schedule by 10% plus CPI (Portland’s CPE-W Index) every year over the next five years towards a full cost recovery model; and

**Whereas**, due to the pandemic in 2020, the City of McMinnville elected not to increase permitting fees; and

**Whereas**, the CPI increase from March 2022 to March 2023 is 5.1%.

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

1. That the City of McMinnville’s Planning Fee Schedule will be as established by the fee schedule attached to this Resolution.
2. That this fee schedule will take effect July 1, 2023.

**MISCELLANEOUS PROVISIONS:**

The attached Planning Fee Schedule –

- Assumes a goal of a 100% cost recovery in 2025 with a 10% increase plus CPI (Portland’s CPE-W Index) over the next two years.
- The fee schedule will be updated on July 1 of each year.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of June 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
MAYOR  
Approved as to form:

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

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

EXHIBITS:

- Planning Fee Schedule, July 1, 2023

## PLANNING FEE SCHEDULE (Effective 7/1/2023):

### CURRENT PLANNING FEES

TYPE OF APPLICATION	FEE
Annexation	<b>\$14,950.00</b>
Appeal of Planning Commission Decision	<b>\$1,260.00</b>
Appeal of Planning Director Decision	<b>\$333.00</b>
Area Plan Review – Property Owner Initiated	<b>\$11,580.00</b>
Classification of an Unlisted Use*	<b>\$1,575.00</b>
Comprehensive Plan Map Amendment	<b>\$8,210.00</b>
Comprehensive Plan Map Amendment / Zone Map Amendment	<b>\$11,730.00</b>
Comprehensive Plan Text Amendment / Zoning Text Amendment	<b>\$10,285.00</b>
Conditional Use Permit	<b>\$3,505.00</b>
Downtown Design Standards and Guidelines – Administrative Approval*	<b>\$610.00</b>
Downtown Design Standards and Guidelines – Historic Landmarks Committee Approval	<b>\$1,809.00</b>
DMV Certificates	<b>\$287.00</b>
Expedited Land Use Division Application	
Partition	<b>\$2,081.00</b>
Subdivision ≤ 10 Lots	<b>\$4,675.00</b>
Subdivision (more than 10 lots)	<b>\$8,158.00</b>
Appeal Deposit	<b>\$493.00</b>
Plus Per Lot Fees	<b>\$40.00</b>
Historic Landmarks – Certificate of Approval, Alteration	<b>\$1,809.00</b>
Historic Landmarks – Certificate of Approval, Demolition, Move	<b>\$2,863.00</b>
Historic Resources Inventory Amendment	<b>\$1,304.00</b>
Home Occupation	<b>\$333.00</b>
Annual Renewal Fee	<b>\$100.00</b>
Interpretation of Code by Director	<b>\$603.00</b>
Landscape Plan Review	<b>\$1,207.00</b>
Land Use Compatibility Statement – Regular	<b>\$624.00</b>
Land Use Compatibility Statement – Marijuana Change in Business Name	<b>\$582.00</b>
Land Use Compatibility Statement – Marijuana Dispensary	<b>\$1,113.00</b>
Land Use Compatibility Statement – Marijuana Producer / Wholesaler	<b>\$813.00</b>
Land Use Extension	<b>\$753.00</b>
Large Format Commercial Development Design Review	<b>\$4,272.00</b>
Large Format Commercial Development Design Review and Waiver	<b>\$6,900.00</b>
Manufactured Home Park	<b>\$3,505.00</b>
Manufactured Home Park Per Lot Fee	<b>\$35.00</b>
Master Plan	<b>\$6,400.00</b>

Minor Modification	\$1,285.00
Model Home Permit	\$1,125.00
NE Gateway Design Standards and Guidelines – Administrative Approval*	\$667.00
NE Gateway Design Standards and Guidelines – Waiver Request	\$981.00
Parking Lot Review	\$862.50
Parking Variance for Historic Structure – Administrative Approval*	\$981.00
Parking Variance for Historic Structure – Planning Commission Approval	\$1,353.00
Partition of Land (Tentative)*	\$2,087.00
Planned Development (In addition to any applicable zone change fee):	\$6,825.00
Residential Rate (per dwelling unit)	\$59.00
Commercial Rate (per 1000 sf of building)	\$59.00
Industrial Rate (per 1000 sf of building)	\$59.00
Planned Development Amendment –Major Amendment (Planning Commission)	\$4,127.00
Planned Development Amendment – Minor Amendment (Administrative)	\$1,283.00
Property Line Adjustment*	\$1,102.00
Public Hearing Request	\$2,012.50
Recreational Vehicle Park Permit*	\$2,118.00
Resident Occupied Short Term Rental*	\$1,414.50
Annual Renewal Fee	\$235.00
Short Term Rental*	\$1,414.50
Annual Renewal Fee	\$235.00
Sign Permit – Temporary	\$80.00
Sign Permit – Permanent	\$185.00
Sign Standards Exception (Variance)	\$2,609.00
Site and Design Review – Commercial	\$2,461.00
Site and Design Review – Multi-Family	\$2,461.00
Solar Collection System Variance	\$2,609.00
Street Tree Removal	\$160.00
Street Vacation	\$1,000.00
Subdivision (less than or equal to 10 lots)*	\$3,857.00
Plus per lot fee	\$40.00
Subdivision (more than 10 lots)	\$6,994.00
Plus per lot fee	\$40.00
Temporary Living Unit Permit	\$819.00
Semi-Annual Renewal Fee	\$528.00
Three Mile Lane Design Overlay – Administrative Approval*	\$2,087.00
Traffic Impact Analysis Review	\$950.00
Transitional Parking Permit	\$1,241.00
Urban Growth Boundary Amendment	\$18,720.00
Variance (Administrative)*	\$1,190.00
Variance (Land Division)	\$2,629.00
Variance (Zoning)	\$2,867.00
Wireless Communication Facility Review	\$4,871.00
Zone Map Amendment	\$5,667.00
Zoning/Compliance Letters	\$126.50

\*Applications are subject to Director’s decision. If a public hearing is requested, the fee for the public hearing request will be applied.

## LAND-USE APPLICATIONS NOT SPECIFIED

TYPE OF APPLICATION	FEE
TYPE I: Administrative Decision w/out Notification (permits) not on fee schedule	\$517.50
TYPE II: Administrative Decision w/Notification (land-use) not on fee schedule	\$1,035.00
TYPE III: Planning Commission Decision - not on fee schedule	\$3,507.00
TYPE IV: City Council Decision – not on fee schedule	\$5,750.00

## WIRELESS – SMALL CELL FACILITIES

TYPE OF APPLICATION	FEE
Wireless – Small Cell (Initial Fee for Five Small Wireless Facilities)	\$577.00
Wireless – Small Cell (Initial Fee – Each Greater than Five)	\$115.00
Wireless – Small Cell (Annual Recurring Fee for Each Facility)	\$289.00
Wireless – Small Cell “Make Ready” Cost Recovery. (Recovery of any specific costs incurred by the City by the attacher for work within the right-of-way and/or to enable the siting of a Small Wireless Facility on a municipally-owned structure in the right-of-way.	<b>Full Cost Recovery Plus Administrative Fees</b>

Per Resolution No. 2019-24

## BUILDING PERMIT REVIEW

TYPE OF APPLICATION	FEE
Commercial/Industrial Building Permit Review	
Value < \$100,000	\$253.00
Value \$100,000 - \$500,000	\$451.00
Value > \$500,000	\$944.00
Residential Building Permit Review	
Value < \$100,000	\$98.00
Value > \$100,000	\$253.00
Multifamily > \$100,000	\$883.00
Residential Design Standards Review*	
Single, Duplex, Triplex, Quadplex, Townhome, ADU*	\$262.50
Cottage Cluster, Single Room Occupancy – Small Housing*	\$577.50
Apartments, Single Room Occupancy – Large Housing*	\$787.50
Revision Review	<b>50% of original fee</b>

\*In addition to Residential Building Permit Review fees - can be requested prior to submitting for building permits.

# ADMINISTRATIVE FEES

TYPE OF APPLICATION	FEE
Copy fees	<b>\$0.10 per copy</b>
Comprehensive Plan Map (24" x 36")	<b>\$10.00</b>
Development Inspection for Conformance with Approval, Each Inspection after First Inspection	<b>\$75.00</b>
General Records Request	<b>\$73.50/hour</b>
Hourly Rate	<b>\$73.50/hour</b>
Neighborhood Meeting Mailing List	<b>\$65.00</b>
Refund Processing Fee	<b>\$82.00</b>
Research / Staff Time	<b>\$73.50/hour</b>
Return Check Fee (NSF)	<b>\$35.00</b>
Withdrawn Application (Prior to Complete)	<b>Reimburse 75% of Fee</b>
Withdrawn Application (Prior to Notice)	<b>Reimburse 50% of Fee</b>
Withdrawn Application (After Noticed)	<b>No Refund</b>
Zone Map (24" x 36")	<b>\$10.00</b>

Planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).



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# STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Resolution No. 2023 - 26, Adopting a Building Fee Schedule Effective July 1, 2023.

## STRATEGIC PRIORITY & GOAL:



### CITY GOVERNMENT CAPACITY

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

---

## **Report in Brief:**

This is the consideration of Resolution No. 2023-26, adopting a Building Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting building fee schedules and takes effect on July 1, 2023.

Notice of the proposed building fee schedule was provided to the Oregon Building Codes Division on May 9, 2023 for the required 45-day notice period per OAR 918-020-0220(1)(a).

A public hearing will be conducted to solicit public comment per ORS 294.160. Public notice of the proposal and the public hearing was provided in the News Register on Tuesday, June 20, and Friday, June 23, 2023.

## **Background:**

The McMinnville Building Division administers the State of Oregon Building Codes within the City of McMinnville except for electrical permits which are handled by Yamhill County Building Division.



The Building Division is fully fee supported and uses a reserve to weather the variable nature of permit revenue year over year.

McMinnville historically aims to maintain a reserve of 6 – 12 months of operating expenses. Best practices are shifting to 12 – 24 months to retain staff during a short economic downturn rather than layoff and rehire which dampens recovery with delayed permitting.

If McMinnville did not administer the building code programs, administration would be assumed by another entity.

**Discussion:**

This proposed updated Building Fee Schedule raises all fees by 5% to account for CPI increases.

This fee schedule update:

- Assumes full cost recovery. The operating cost of the Building Division is defined as the direct cost of operating the Division and the indirect costs identified in the 2018 Indirect Cost Allocation Plan.
- Generally, fees increase five percent across all categories.
- The intent of the fee schedule is to maintain a reserve equivalent to 12 months operating budget.
- The fees identified in the Building Fee Schedule are those charged by the City of McMinnville. Any surcharges or other applicable fees adopted by the State of Oregon or Yamhill County shall be in addition to the above fees.
- The Building Fee Schedule adopted in this resolution shall be the maximum fee schedule for each program and shall not be exceeded without further Council action.
- The proposed fee schedule includes a 50% reduction of building permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060 (Resolution No. 2016-81).

**Attachments:**

- Resolution No. 2023-26 with Proposed Building Fee Schedule, Effective July 1, 2023

**Fiscal Impact:**

It is anticipated that the Building Fee Schedule will increase building permits by 6% per the CPI (Portland).

The Building Fund does not impact the General Fund.

**Recommendation:**

"I move to adopt Resolution No. 2023-26"

**RESOLUTION NO. 2023-26**

A Resolution adopting a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.

**RECITALS:**

**Whereas**, per ORS 455.210, the City of McMinnville is authorized to establish full cost recovery fees to administer and manage a building program in the City of McMinnville; and

**Whereas**, the City desires to adjust fees annually in response to inflationary and program changes; and

**Whereas**, the State of Oregon, Building Codes Division was provided the necessary notice of fee change more than 45 days in advance of the scheduled adoption date.

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

1. That the City of McMinnville’s Building Fee Schedule will be as established by the fee schedule attached to this Resolution.
2. That this fee schedule will take effect July 1, 2023.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of June 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

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

**EXHIBITS:**

- Building Fee Schedule, July 1, 2023

# Building Fee Schedule, Effective July 1, 2023

## STRUCTURAL FEES

### STRUCTURAL PERMIT

#### Project Valuation:

According to Oregon Administrative Rule 918-050-0100

#### New Construction, Residential:

The valuation is determined using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling, addition, garage, or accessory structure. Project value is then applied to the table below to determine the building permit fee.

- Residential carports, covered porches, patios and decks use 50% of the value of a private garage (“utility, miscellaneous”) from the valuation table.

#### New Construction, Commercial:

The valuation is the higher of:

- The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or
- The value stated by the applicant.

Project value is then applied to the table below to determine the building permit fee.

#### Alteration or Repair:

Based on the fair market value as determined by the building official, and then applying the valuation to the fee schedule below.

When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant.

Use total value of construction work determined above to calculate the Building Permit fee below:

Valuation	CURRENT FEE	PROPOSED FEE
<b>\$1 - \$500</b>	\$18.74	\$19.68
\$501 - \$2,000	\$18.74 for the first \$500 plus \$2.44 for each additional \$100 or fraction thereof, to and including \$2,000	\$19.68 for the first \$500 plus \$2.56 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$55.34 for the first \$2,000 plus \$11.16 for each additional \$1,000 or fraction thereof to and including \$25,000.	\$58.08 for the first \$2,000 plus \$11.72 for each additional \$1,000 or fraction thereof to and including \$25,000.
\$25,001 - \$50,000	\$312.02 for the first \$25,000 plus \$5.58 for each additional \$1,000 or fraction thereof to and including \$50,000.	\$327.64 for the first \$25,000 plus \$5.86 for each additional \$1,000 or fraction thereof to and including \$50,000.
\$50,001 - \$100,000	\$451.52 for the first \$50,000 plus \$5.58 for each additional \$1,000 or fraction thereof to and including \$100,000.	\$474.14 for the first \$50,000 plus \$5.86 for each additional \$1,000 or fraction thereof to and including \$100,000.

\$100,001 - \$500,000	\$730.52 for the first \$100,000 plus \$4.21 for each additional \$1,000 or fraction thereof to and including \$500,000.	\$767.14 for the first \$100,000 plus \$4.42 for each additional \$1,000 or fraction thereof to and including \$500,000.
\$500,001-\$1,000,000	\$2414.52 for the first \$500,000 plus \$3.78 for each additional \$1,000 or fraction thereof to and including \$1,000,000.	\$2535.14 for the first \$500,000 plus \$3.96 for each additional \$1,000 or fraction thereof to and including \$1,000,000.
\$1,000,001 and above	\$4304.52 for the first \$1,000,000 plus \$2.90 for each additional \$1,000 or fraction thereof.	\$4515.14 for the first \$1,000,000 plus \$3.05 for each additional \$1,000 or fraction thereof.
<b>OTHER STRUCTURAL FEES</b>	<b>PROPOSED FEE</b>	
Structural Plan Review	<b>65% of structural permit fee</b>	<b>65% of structural permit fee</b>
Fire Life Safety Plan Review	<b>40% of structural permit fee</b>	<b>40% of structural permit fee</b>
Additional Plan Review after initial review	<b>\$82.00/hour (min of ½ hour)</b>	<b>\$86.00/hour (min of ½ hour)</b>
Reinspection – per each	<b>\$82.00 each</b>	<b>\$86.00 each</b>
Each additional inspection, above allowable – per each	<b>\$82.00 each</b>	<b>\$86.00 each</b>
Inspections for which no fee is specifically indicated (as required) - hourly	<b>\$82.00 / hour</b>	<b>\$86.00 / hour</b>
Inspection outside of normal business hours - hourly	<b>\$123.00/hour (minimum of 2 hour)</b>	<b>\$129.00/hour (minimum of 2 hour)</b>
Deferred Submittal Plan Review Fee – in addition to project plan review fees	<b>Hourly plan review with \$170.00 minimum</b>	<b>Hourly plan review with \$179.00 minimum</b>
Phased Project Plan Review Fee – in addition to project plan review fees	<b>\$282.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1686.00 per phase</b>	<b>\$296.00 minimum per phase plus 10% of the TOTAL project building permit fee not to exceed \$1770.00 per phase</b>
Structural demolition – complete demolition, not subject to State Surcharge	<b>\$118.00</b>	<b>\$124.00</b>
Structural alteration ( <u>not</u> demo) – partial, soft, interior	<b>Fee as per Structural Permit Fee table by valuation.</b>	<b>Fee as per Structural Permit Fee table by valuation.</b>
Seismic Hazard Plan Check Fee (authorized by ORS 455.447(3))	<b>1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.</b>	<b>1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.</b>
Temporary Certificate of Occupancy	<b>\$170.00</b>	<b>\$179.00</b>
Change of Occupancy Minimum charge		<b>\$300</b>
Structural Minimum Permit Fee	<b>\$143.00</b>	<b>\$150.00</b>

Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Plumbing Fee section for Continuous Loop/Multipurpose System 13D]		
Square Footage of Area to be Covered		
0 – 2000 sq ft	\$196.00	\$206.00
2001 – 3600 sq ft	\$276.00	\$290.00
3601 - 7200 sq ft	\$295.00	\$310.00
7201 sq ft and greater	\$343.00	\$360.00
Commercial Fire Suppression	Fee as per Structural Permit Fee table by valuation sprinkler system	Fee as per Structural Permit Fee table by valuation of sprinkler system
Solar Permit – Prescriptive Path System, fee includes initial plan review	\$164.00	\$172.00
Solar Permit – Non-Prescriptive Path System	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails, and the cost of labor to install. <i>Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.</i>	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails, and the cost of labor to install. <i>Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.</i>
Investigation Fee – hourly	\$82.00/hour (minimum of 2 hour)	\$86.00/hour (minimum of 2 hour)

# MANUFACTURED DWELLING FEES

MFD DWELLING PLACEMENT	CURRENT FEE	PROPOSED FEE
Manufactured Dwelling Placement Fee *	\$242.00	\$254.00
State (Cabana) Fee	\$30.00	
State Code Development and Training and Monitoring fee 918-500-0105(5)		\$30.00 passed on to State BCD
Manufactured Home Awning	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge	
Manufactured Home Accessory Buildings or Structures		Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Manufactured Home Alteration	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Investigation Fee	\$82.00/hour (minimum of 2 hour)	\$86.00/hour (minimum of 2 hour)
<p>* Includes the concrete slab, runners or foundations that are prescriptive, plumbing connections, and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.</p>		
<p>-- See Structural schedule by valuation for non-dwelling modular structure placements</p>		
<p><b>MANUFACTURED DWELLING/RV PARKS – AREA DEVELOPMENT PERMIT (ADP)</b></p>		
<p>The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park &amp; Organizational Camp – and applying the valuation amount to the Structural Permit Fee table included in this schedule.</p>		

# MECHANICAL FEES

RESIDENTIAL MECHANICAL	CURRENT FEE	PROPOSED FEE
Air conditioner	\$57.00	\$60.00
Air handling unit of up to 10000 cfm	\$57.00	\$60.00
Air handling unit 10001 cfm and over	\$57.00	\$60.00
Appliance of piece of equipment regulated by code but no classified in other appliance categories	\$57.00	\$60.00
Attic or crawl space fans	\$57.00	\$60.00
Chimney/liner/flue/vent	\$57.00	\$60.00
Clothes dryer exhaust	\$57.00	\$60.00
Decorative gas fireplace	\$57.00	\$60.00
Evaporative cooler other than portable	\$57.00	\$60.00
Floor furnace, including vent	\$57.00	\$60.00
Flue vent for water heater or gas fireplace	\$57.00	\$60.00
Furnace – greater than 100000 BTU	\$57.00	\$60.00
Furnace – up to 100000 BTU	\$57.00	\$60.00
Furnace/burner including duct work/vent/liner	\$57.00	\$60.00
Gas or wood fireplace/insert	\$57.00	\$60.00
Gas fuel piping outlets	\$57.00 (1-4 Outlets) \$17 for each additional outlet in excess of 4	\$60.00 (1-4 Outlets) \$17 for each additional outlet in excess of 4
Heat pump	\$57.00	\$60.00
Hood served by mechanical exhaust, including ducts for hood	\$57.00	\$60.00
Hydronic hot water system	\$57.00	\$60.00
Installation or relocation domestic/type incinerator	\$57.00	\$60.00
Mini split system	\$57.00	\$60.00
Oil tank/gas diesel generators	\$57.00	\$60.00
Pool or spa heater, kiln	\$57.00	\$60.00
Range hood/other kitchen equipment	\$57.00	\$60.00
Repair, alteration, or addition to mechanical appliance including installation of controls	\$57.00	\$60.00
Suspended heater, recessed wall heater, or floor mounted heater	\$57.00	\$60.00
Ventilation fan connected to single duct	\$57.00	\$60.00



Ventilation system not a portion of heating or air-conditioning system authorized by permit	<b>\$57.00</b>	<b>\$60.00</b>
Water heater	<b>\$57.00</b>	<b>\$60.00</b>
Wood/pellet stove	<b>\$57.00</b>	<b>\$60.00</b>
Other heating/cooling	<b>\$57.00</b>	<b>\$60.00</b>
Other fuel appliance	<b>\$57.00</b>	<b>\$60.00</b>
Other environment exhaust/ventilation	<b>\$57.00</b>	<b>\$60.00</b>
Ductwork – no appliance/fixture		<b>\$60.00</b>
Radon mitigation		<b>\$60.00</b>
If a plan check is required	<b>65% of mechanical permit fee with a \$225.00 minimum.</b>	<b>65% of mechanical permit fee with a \$236.00 minimum.</b>

<b>COMMERCIAL MECHANICAL FEES TABLE</b>		
<b>Valuation</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
<b>\$1-\$1,000</b>	\$61.85	\$64.94
<b>\$1,001-\$5,000</b>	\$61.85 for the first \$1,000 plus \$1.80 for each additional \$100 or fraction thereof, to and including \$5,000.	\$64.94 for the first \$1,000 plus \$1.89 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	\$145.18 for the first \$5,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$10,000	\$140.54 for the first \$5,000 plus \$11.81 for each additional \$1,000, or fraction thereof, to and including \$10,000
\$10,001-\$50,000	\$200.29 for the first \$10,000 plus \$10.12 for each additional \$1,000 or fraction thereof, to and including \$50,000	\$199.59 for the first \$10,000 plus \$10.63 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001-\$100,000	\$604.08 for the first \$50,000 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.	\$624.79 for the first \$50,000 plus \$9.45 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	\$1045.05 for first \$100,000 plus \$9.00 for each additional \$1,000 or fraction thereof	\$1097.29 for first \$100,000 plus \$9.45 for each additional \$1,000 or fraction thereof
<b>OTHER MECHANICAL FEES</b>	<b>PROPOSED FEE</b>	<b>PROPOSED FEE</b>
Additional Plan Review-per hour	<b>\$82.00/hour</b>	<b>\$86.00/hour</b>
Reinspection – per each	<b>\$82.00/per each</b>	<b>\$86.00/per each</b>
Each additional inspection, above allowable – per each	<b>\$82.00/per each</b>	<b>\$86.00/per each</b>
Inspections for which no fee is specifically – per each indicated (as required)	<b>\$82.00/hour, minimum 1 hour</b>	<b>\$86.00/hour, minimum 1 hour</b>
Investigation Fee – hourly	<b>\$82.00/hour (minimum of 2 hour)</b>	<b>\$86.00/hour (minimum of 2 hour)</b>
Mechanical Minimum Permit Fee	<b>\$57.00</b>	<b>\$60.00</b>

## PLUMBING FEES

<b>RESIDENTIAL NEW CONSTRUCTION</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
1 Bath	\$82.00	\$86.00
2 Bath	\$123.00	\$129.00
3 Bath	\$164.00	\$172.00
Additional Bathroom	\$40.00	\$42.00
Additional Kitchen	\$40.00	\$42.00
<b>COMMERCIAL AND NON-NEW RESIDENTIAL</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
Sanitary Sewer - First 100 feet or less	\$45.00	\$47.00
Sanitary Sewer - Each additional 100 feet or fraction thereof	\$37.00	\$39.00
Storm – first 100 feet or less	\$45.00	\$47.00
Storm – Each additional 100 feet or fraction thereof	\$37.00	\$39.00
Water – first 100 feet or less	\$45.00	\$47.00
Water – Each additional 100 feet or fraction thereof	\$37.00	\$39.00
<b>FIXTURES – FEE PER EACH</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
Absorption valve	\$57.00	\$60.00
Backflow preventer	\$57.00	\$60.00
Backwater valve	\$57.00	\$60.00
Catch basin or area drain	\$57.00	\$60.00
Clothes washer	\$57.00	\$60.00
Dishwasher	\$57.00	\$60.00
Drinking fountain	\$57.00	\$60.00
Ejectors/sump pump	\$57.00	\$60.00
Expansion tank	\$57.00	\$60.00
Fixture cap	\$57.00	\$60.00
Floor drain/floor sink/hub drain	\$57.00	\$60.00
Garbage disposal	\$57.00	\$60.00
Hose bib	\$57.00	\$60.00
Ice maker	\$57.00	\$60.00
Primer	\$57.00	\$60.00
Sink/basin/lavatory	\$57.00	\$60.00
Stormwater facility	\$57.00	\$60.00
Swimming pool piping	\$57.00	\$60.00
Tub/shower/shower pan	\$57.00	\$60.00
Urinal	\$57.00	\$60.00
Water closet	\$57.00	\$60.00
Water heater	\$57.00	\$60.00
Other – plumbing	\$57.00	\$60.00
Alternate potable water heating system	\$57.00	\$60.00
Interceptor/grease trap	\$57.00	\$60.00
Manholes	\$57.00	\$60.00

Roof drain (commercial)	<b>\$57.00</b>	<b>\$60.00</b>
Trench drain		<b>\$60.00</b>

<b>PLUMBING, MEDICAL GAS – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances ***see inspection surcharge below***</b>		
<b>Valuation</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
\$1-\$1,000	\$61.85	\$64.94
\$1,001-\$5,000	\$61.85 for the first \$1,000 plus \$1.80 for each additional \$100 or fraction thereof, to and including \$5,000.	\$64.94 for the first \$1,000 plus \$1.89 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	\$145.18 for the first \$5,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$10,000	\$140.54 for the first \$5,000 plus \$11.81 for each additional \$1,000, or fraction thereof, to and including \$10,000
\$10,001 - \$100,000	\$200.29 for the first \$10,000 plus \$10.12 for each additional \$1,000 or fraction thereof, to and including \$50,000	\$199.59 for the first \$10,000 plus \$10.63 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001-\$100,000	\$604.08 for the first \$50,000 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.	\$624.79 for the first \$50,000 plus \$9.45 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	\$1045.05 for first \$100,000 plus \$9.00 for each additional \$1,000 or fraction thereof	\$1097.29 for first \$100,000 plus \$9.45 for each additional \$1,000 or fraction thereof
Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Structural Fee section for Continuous Loop/Multipurpose System 13R]		
Square Footage of Area to be Covered		
0 – 2000 sq ft	<b>\$196.00</b>	<b>\$206.00</b>
2001 – 3600 sq ft	<b>\$276.00</b>	<b>\$290.00</b>
3601 - 7200 sq ft	<b>\$295.00</b>	<b>\$310.00</b>
7201 sq ft and greater	<b>\$343.44</b>	<b>\$360.00</b>
<b>OTHER PLUMBING FEES</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
If a plan check is required	<b>65% of plumbing permit fee with a \$225.00 minimum.</b>	<b>65% of plumbing permit fee with a \$236.00 minimum.</b>
Med-gas surcharge for contracted inspection service	<b>\$200/inspection payable prior to approval of final inspection</b>	<b>\$210/inspection payable prior to approval of final inspection</b>
1 & 2 Family repiping in-building water supply lines	<b>\$164 for first floor, including basement \$41 for each additional story excluding basement</b>	<b>\$172.00 for first floor, including a basement \$43 for each additional story excluding basement</b>
Additional Plan Review – per hour	<b>\$82.00/hour</b>	<b>\$86.00/hour</b>
Reinspection – per each	<b>\$82.00/each</b>	<b>\$86.00/each</b>
Each additional inspection, above allowable – per each	<b>\$82.00/each</b>	<b>\$86.00/each</b>

Inspections for which no fee is specifically indicated (as required) – per hour	<b>\$82.00/hour</b>	<b>\$86.00/hour</b>
Inspection outside of normal business hours – per hour	<b>\$123.00/hour (minimum of 2 hour)</b>	<b>\$129.00/hour (minimum of 2 hour)</b>
Investigation Fee – hourly	<b>\$82.00/hour (minimum of 2 hour)</b>	<b>\$86.00/hour (minimum of 2 hour)</b>

# EXCAVATION FEES

<b>Grading Plan Review</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
50 cubic yards or less	<b>\$75.00</b>	<b>\$79.00</b>
51 to 100 cubic yards	<b>\$85.00</b>	<b>\$89.00</b>
101 to 1,000 cubic yards	<b>\$105.00</b>	<b>\$110.00</b>
1,001 to 10,000 cubic yards	<b>\$155.00</b>	<b>\$163.00</b>
10,001 to 100,000 cubic yards	<b>\$155 for the first 10,000 cubic yards plus \$50.00 for each additional 10,000 cubic yards or fraction thereof</b>	<b>\$163.00 for the first 10,000 cubic yards plus \$53.00 for each additional 10,000 cubic yards or fraction thereof</b>
100,001 cubic yards or more	<b>\$605.00 for the first 100,000 plus \$10.00 for each additional 10,000 cubic yards or fraction thereof</b>	<b>\$640.00 for the first 100,000 plus \$11.00 for each additional 10,000 cubic yards or fraction thereof</b>
<b>Grading Permit</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
50 cubic yards or less	<b>\$75.00</b>	<b>\$79.00</b>
51 to 100 cubic yards	<b>\$85.00</b>	<b>\$89.00</b>
101 to 1,000 cubic yards	<b>\$155.00</b>	<b>\$163.00</b>
1,001 cubic yards or more	<b>\$155.00 for the first 1,000 cubic yards plus \$20.00 for each additional 1,000 cubic yards or fraction thereof</b>	<b>\$163.00 for the first 1,000 cubic yards plus \$21.00 for each additional 1,000 cubic yards or fraction thereof</b>

# MISC FEES

TYPE OF APPLICATION	CURRENT FEE	PROPOSED FEE
Permit Reinstatement fee – to renew already expired permit for which no changes have been made to the original plans and specifications. Renewal is discretionary by the Building Official	<b>\$28.00 (Reinstate up to 60 days of expiration) plus state surcharge.</b>  <b>The renewal fee for a permit expired 61 days or more shall be one half the amount required for a new permit.</b>	<b>\$29.00 (Reinstate up to 60 days of expiration) plus state surcharge.</b>  <b>The renewal fee for a permit expired 61 days or more shall be one half the amount required for a new permit.</b>
Investigation Fee – hourly	<b>\$82.00/hour (minimum of 2 hour)</b>	<b>\$86.00/hour (minimum of 2 hour)</b>
Inspection outside of normal business hours – per hour	<b>\$123.00/hour (minimum of 2 hour)</b>	<b>\$129.00/hour (minimum of 2 hour)</b>
Permit Extension fee – to extend expiration on active permit; not subject to State Surcharge	<b>\$82.00</b>	<b>\$86.00</b>
Copy/print fees: Up to 11" x 17" Oversized prints	<b>\$0.25 each side Time &amp; materials</b>	<b>\$0.25 each side Time &amp; materials</b>
Digitizing paper plans	<b>\$82.00/hour (minimum ½ hour)</b>	<b>\$86.00/hour (minimum ½ hour)</b>
Returned Check fee (NSF)	<b>Refer to City policy</b>	<b>Refer to City policy</b>
Master Plans – Structural – setup fee	<b>\$328.00</b>	<b>\$344.00</b>
Master Plans – Structural – Initial review	<b>65% of structural permit fee</b>	<b>65% of structural permit fee</b>
Master Plans – Structural – second and subsequent reviews	<b>10% of structural permit fee</b>	<b>20% of structural permit fee</b>
Seismic Surcharge – Structural/Mechanical – review required on all essential structures	<b>1% of building permit fee</b>	<b>1% of building permit fee</b>
Refund processing fee – not subject to State Surcharge	<b>\$82.00</b>	<b>\$86.00</b>
Scanning & oversized prints		
Address fee for new or changed address	<b>\$35/address</b>	<b>\$37/address</b>
House relocation permit application	<b>\$500.00</b>	<b>\$525.00</b>
Refundable deposit for house relocation permit	<b>\$5,000</b>	<b>\$5,250.00</b>

**---End---**



**MEMORANDUM**

To: City Council

From: Jeff Towery

Re: Potential or Actual Conflict of Interest;  
Disclosure and Action Taken

Date: May 25, 2023

As the City Council may be aware, my spouse Doris Towery, has been hired as the Executive Director of the McMinnville Downtown Association. She will serve in that capacity effective June 5, 2023.

After consultation with Interim City Attorney Walt Gowell regarding the application of existing Oregon statutes pertaining to potential or actual public official conflicts of interest, and review of the City's Conflict of Interest policies I am making the following public disclosure per ORS 244.120.

**Public Disclosure of Potential or Actual Conflict and Action Taken:**

As the City Council may know, my spouse Doris Towery, has been hired as the McMinnville Downtown Association (MDA) Executive Director. She will serve in that capacity effective June 5, 2023. She will serve as the Chief Executive Officer of the MDA. The MDA has and is likely to continue to have one or more formal relationships with the City pertaining to Economic Improvement District, Special Event Permits, public art, historic preservation, finance and budget interactions and similar agreements and matters. While it most probable and likely that actions relating to such agreements will not result in any direct or indirect financial benefit of myself or any member of my family, in order to avoid any potential or actual conflict, and any appearance of impropriety, I have taken action to recuse myself from all discussions, debates, decisions or actions relating to any such matters.

For your information, a copy of my recusal and directive to staff will follow.

Best Regards,

Jeff Towery, City Manager  
City of McMinnville

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
April 2023

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$3,181,445.16	\$6,345,568.38	\$9,527,013.54
05	Grants & Special Assessment	\$696.19	\$6,987,057.52	\$6,987,753.71
07	Transient Lodging Tax	\$141.66	\$43,000.00	\$43,141.66
08	Affordable Housing	\$979.76	\$1,727,000.00	\$1,727,979.76
10	Telecommunications	\$964.37	\$1,030.00	\$1,994.37
15	Emergency Communications	\$443.74	\$143,094.81	\$143,538.55
20	Street (State Tax)	\$569.82	\$2,313,564.28	\$2,314,134.10
25	Airport Maintenance	\$137.94	\$838,749.03	\$838,886.97
45	Transportation	\$914.05	\$3,986,494.92	\$3,987,408.97
50	Park Development	\$217.69	\$2,253,441.49	\$2,253,659.18
58	Urban Renewal	\$665.43	\$103,433.42	\$104,098.85
59	Urban Renewal Debt Service	\$145.55	\$953,741.94	\$953,887.49
60	Debt Service	\$686.15	\$203,447.86	\$204,134.01
70	Building	\$57.15	\$1,963,240.37	\$1,963,297.52
75	Wastewater Services	\$838.77	\$2,490,885.81	\$2,491,724.58
77	Wastewater Capital	\$531.18	\$44,502,103.65	\$44,502,634.83
80	Information Systems & Services	\$719.49	\$202,742.38	\$203,461.87
85	Insurance Reserve	\$591.98	\$331,290.54	\$331,882.52
CITY TOTALS		3,190,746.08	75,389,886.40	78,580,632.48

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.70%	\$ 3,190,746.08
N/A	Key Bank of Oregon	Money Market Savings Account	0.40%	\$ 18,985,308.68
N/A	State of Oregon	Local Government Investment Pool (LGIP)	3.75%	\$ 55,410,630.79
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	3.75%	\$ 109,027.49
N/A	MassMutual Financial Group	Group Annuity	3.00%	\$ 884,919.44
				<u>\$ 78,580,632.48</u>
				\$ -





**MEMORANDUM**

**To: City Council**

**From: Jeff Towery**

**Re: Potential or Actual Conflict of Interest;  
Disclosure and Action Taken**

**Date: June 26, 2023**

As most or all of the City Council is already aware, my spouse Doris Towery, has been certified as a new member of the McMinnville School District Board of Commissioners. She will take office and serve in that capacity effective July, 2023.

After consultation with Interim City Attorney Walt Gowell regarding the application of existing Oregon statutes pertaining to potential or actual public official conflicts of interest, and review of the City's Conflict of Interest policies I am making the following public disclosure per ORS 244.120.

***Public Disclosure of Potential or Actual Conflict and Action Taken:***

As most or all of the City Council is already aware, my spouse Doris Towery, has been certified as a new member of the McMinnville School District Board of Commissioners. She will take office effective July, 2023. She will serve on the School District governing body. The School District has and is likely to continue to have one or more contracts with the City pertaining to City Police Officers, Special Event Permits, Joint Use of Public facilities, finance and budget interactions and similar intergovernmental agreements and matters. While it most probable and likely that actions relating to such agreements will not result in any direct or indirect financial benefit of myself or any member of my family, in order to avoid any potential or actual conflict, and any appearance of impropriety, I have taken action to recuse myself from all discussions, debates, decisions or actions relating to any such matters.

Please see a copy of my recusal letter and directive to staff attached for your information.

Best Regards,

Jeff Towery, City Manager  
City of McMinnville



## STAFF REPORT

**DATE:** June 20, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Claudia Cisneros, City Recorder  
**SUBJECT:** Request to Permit a Waiver of the Noise Ordinance from Christina Fuller, from Fuller Events for the Willamette Valley Wineries Association Welcome Dinner on August 8, 2023.

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### **Report in Brief:**

This action is the consideration of a request to permit a waiver of the Noise Ordinance.

### **Background:**

Fuller Events, through Christina Fuller, is hosting the Willamette Valley Wineries Association Welcome dinner on Tuesday, August 8, 2023, from 6:00pm to 10:00pm on NE Alpine between 9<sup>th</sup> and 10<sup>th</sup> Avenue. The event will have amplified music and event announcements they anticipate minimal impact on the neighborhood. If approved by Council the City will be requesting them to notify all residents/businesses within a block radius at a minimum.

The McMinnville Municipal Code, Section 8.10.260, specifies that:

A. A person in charge of a premises must not permit, allow or cause to exist any loud, disturbing or unnecessary noise that is injurious or detrimental to the health, safety or peace of other persons or property.

E. The prohibition described in this section do not apply to:

1. Activities occurring within the scope of any permit issued by the city under the provisions of the McMinnville Municipal Code.

In granting previous waivers, the City has requested that the applicant provide notice in advance to affected neighbors.



# City of McMinnville

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

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

## **Attachments:**

1. McMinnville Municipal Code (MMC) section 8.10.260 Noises.

## **Fiscal Impact:**

There is no anticipated fiscal impact.

## **Recommendation:**

Should the Council choose to vote in favor of a motion allowing this waiver, the City Manager will write a letter to Christina Fuller, letting him know that he has the Council's approval.



**8.10.260 Noise.**

- A. A person in charge of a premises must not permit, allow or cause to exist any loud, disturbing or unnecessary noise that is injurious or detrimental to the health, safety or peace of other persons or property.
- B. It is prohibited for any person on a public way to cause to exist any loud, disturbing or unnecessary noise that either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of other persons or property.
- C. For the purposes of this section, noise exceeding the following thresholds when measured 25 feet from the source if in the right-of-way or 25 feet from the property line if the source is on private property, is presumed to be a nuisance in violation of subsection [A](#) of this section:

<b>ZONE</b>	<b>7:00 a.m. to 8:00 p.m.</b>	<b>8:00 p.m. to 7:00 a.m.</b>
Residential	55 dBA	50 dBA
Commercial	60 dBA	55 dBA
Light Industrial	70 dBA	65 dBA
Industrial	80 dBA	75 dBA

D. For the purposes of this section, “loud, disturbing or unnecessary noise” includes but is not limited to the following substances, conditions or acts:

- 1. *Animals and Birds.* The keeping of any bird or animal that disturbs the comfort and repose of any person in the vicinity by causing frequent or long continued noise;
- 2. *Dog Barking.* The keeping of a dog that barks for more than 10 minutes during any one-hour period when such barking is audible off the premises of the dog’s owner or keeper;
- 3. *Animal Bells.* The attaching of a bell to any animal or allowing a bell to remain on any animal that is disturbing to any person in the immediate vicinity;
- 4. *Vehicle Noises.* The use of any vehicle or engine, either stationary or moving, in a manner that causes or creates any loud or unnecessary grating, grinding, rattling or other noise, including the discharge in the open air of the exhaust of any steam engine, internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke;
- 5. *Horns and Signaling Devices.* The sounding of any horn or signaling device on any vehicle on any street, public or private place, except as a necessary warning of danger;
- 6. *Nonemergency Signaling Devices.* The sounding of any amplified signal from any bell, chime, siren,

whistle or similar device, intended primarily for nonemergency purposes, from any place for more than 10 consecutive seconds in any hourly period, except that the reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or by the city for traffic control purposes are exempt;

7. *Construction Noise.* The erection, including excavation, demolition, alteration or repair, of any building in residential districts, other than between the hours of 7:00 a.m. and 8:00 p.m., except upon special permit granted by the city manager or designee;

8. *Noise Sensitive Areas: Adjacency to Schools, Churches and Hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court of justice while the same are in use, or adjacent to any hospital or institution for the care of the sick or infirm which unreasonably interferes with the operation of such institution, or which disturbs or unduly annoys patients;

9. *Loudspeakers, Amplifiers, Public Address Systems and Similar Devices.* The use or operation of any automatic or electric piano, phonograph, radio, television, loudspeaker or any instrument for sound producing or any sound-amplifying device so loudly as to disturb persons in the vicinity thereof or in such a manner as renders the use thereof a nuisance; provided, however, that upon application to the city manager, permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches or general entertainment;

10. *Blowers and Similar Devices.* The operation of any noise-creating blower, power fan, power tools, or any internal combustion engine in a manner the operation of which causes noise due to the explosion of operating gases or fluids:

- a. In a residential district or noise sensitive areas between the hours of 8:00 p.m. and 7:00 a.m.; and
- b. In a manner that can be heard by persons on nearby residential property.

11. *Commercial Establishments Adjacent to Residential Property.* Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m., that is plainly audible to persons on any nearby residential property.

E. The prohibition described in this section do not apply to:

1. Activities occurring within the scope of any permit issued by the city under the provisions of the McMinnville Municipal Code;
2. Emergency response activities;
3. Vehicles performing repairs or upgrades in the right-of-way, including but not limited to street sweeping, sewer cleaning, construction and maintenance activities occurring between the hours of 7:00 a.m. and 8:00 p.m.



**City of  
McMinnville**

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**Administration**

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F. In addition to any corrective action ordered by the city, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 code violation. (Ord. 5079 §1 (Exh. 1 (part)), 2019).



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:** June 13, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Anne Pagano, Public Works Director  
**SUBJECT:** ODOT Safe Routes to School Intergovernmental Grant Agreement  
No. SRTS23-08

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## **Report in Brief:**

This action is the consideration of a resolution authorizing the approval of an Intergovernmental Grant Agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) for the Safe Routes to School Program: Sue Buel Elementary and Patton Middle School Pedestrian Safety Projects.

## **Background:**

In July 2022, the City of McMinnville applied for a Safe Routes to School Competitive Construction Grant through ODOT. In January 2023, the City was awarded the grant funding. The Grant Agreement defines the scope and schedule of the project, as well as the terms of the grant including reimbursement requirements.

## **Discussion:**

The proposed safety improvements at Patton Middle School include crosswalks, a Rapid Rectangular Flashing Beacon (RRFB) and completing a sidewalk missing link. The improvements at Sue Buel Elementary School include installation of approximately 2,600 linear feet of sidewalk on the north side of Booth Bend Road, ADA accessible ramps, crosswalks and two RRFB's. Please see the attached schematic drawings that show the proposed improvements.

As specified in the Agreement, design is due to be complete by November 30, 2025, and the project construction is estimated to be completed by June 30, 2028.

The total estimated project cost is \$1,173,295. ODOT will provide grant funds for 80% of the project cost, or \$938,636. The remaining 20%, or \$234,659 will be funded by the City.

**Attachments:**

1. Schematic Drawing – Sue Buel Elementary School
2. Schematic Drawing – Patton Middle School
3. Resolution 2023-34
4. Exhibit A: ODOT Grant Agreement – Safe Routes to School Program, Agreement No. SRTS23-08

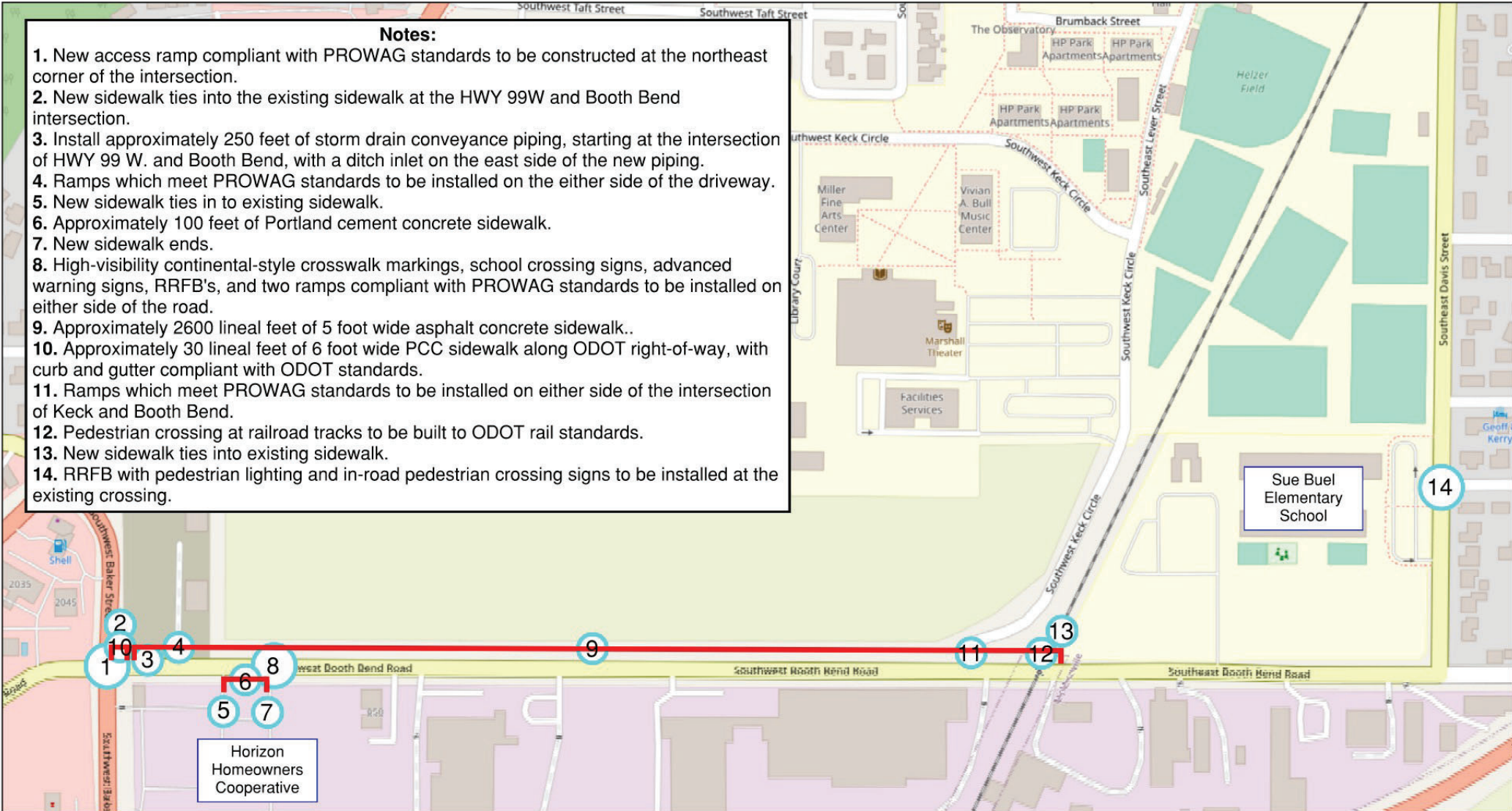
**Recommendation:**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the ODOT Grant Agreement – Safe Routes to School Program, Agreement No. SRTS23-08.



**Notes:**

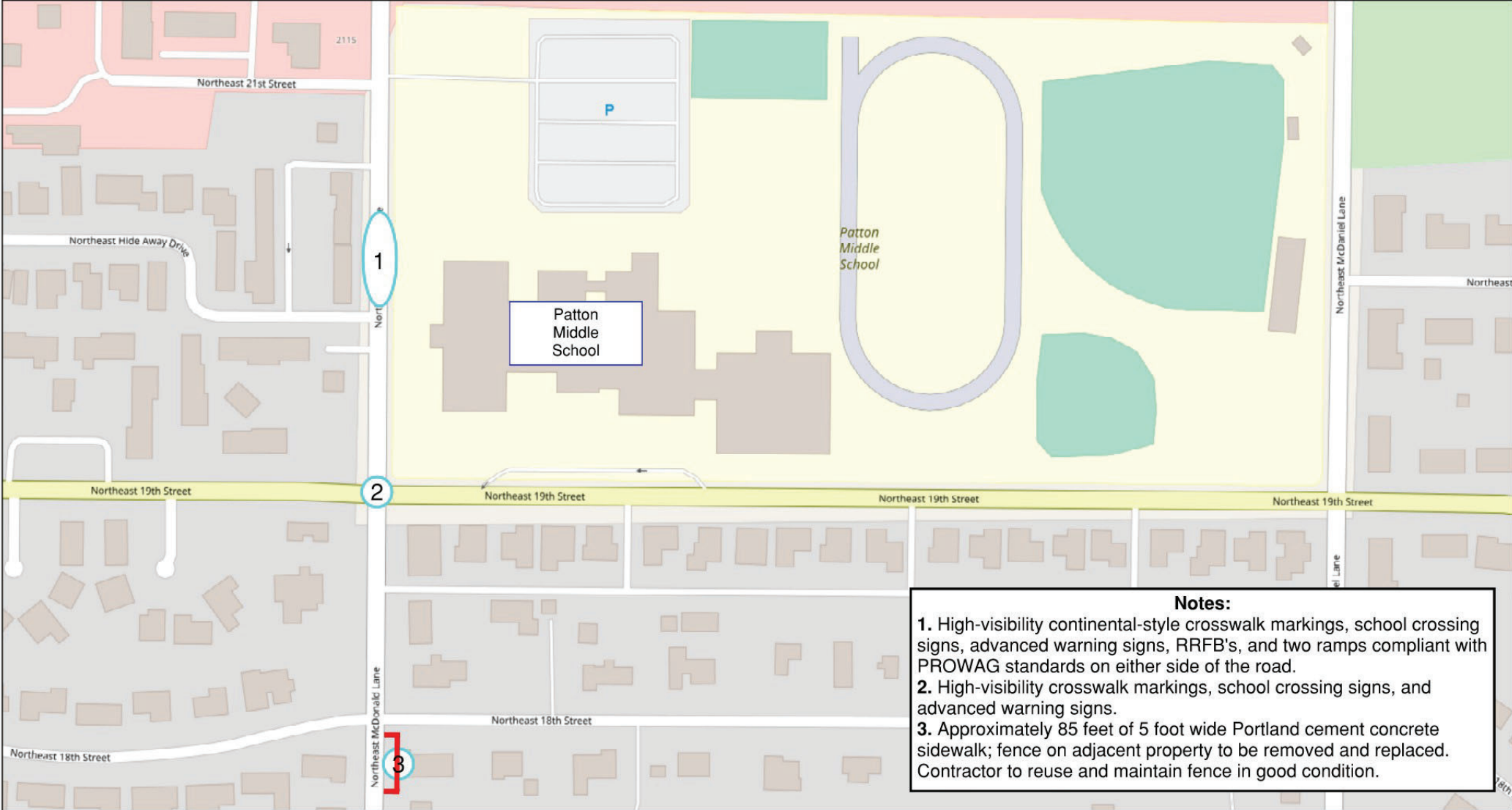
1. New access ramp compliant with PROWAG standards to be constructed at the northeast corner of the intersection.
2. New sidewalk ties into the existing sidewalk at the HWY 99W and Booth Bend intersection.
3. Install approximately 250 feet of storm drain conveyance piping, starting at the intersection of HWY 99 W. and Booth Bend, with a ditch inlet on the east side of the new piping.
4. Ramps which meet PROWAG standards to be installed on the either side of the driveway.
5. New sidewalk ties in to existing sidewalk.
6. Approximately 100 feet of Portland cement concrete sidewalk.
7. New sidewalk ends.
8. High-visibility continental-style crosswalk markings, school crossing signs, advanced warning signs, RRFB's, and two ramps compliant with PROWAG standards to be installed on either side of the road.
9. Approximately 2600 lineal feet of 5 foot wide asphalt concrete sidewalk..
10. Approximately 30 lineal feet of 6 foot wide PCC sidewalk along ODOT right-of-way, with curb and gutter compliant with ODOT standards.
11. Ramps which meet PROWAG standards to be installed on either side of the intersection of Keck and Booth Bend.
12. Pedestrian crossing at railroad tracks to be built to ODOT rail standards.
13. New sidewalk ties into existing sidewalk.
14. RRFB with pedestrian lighting and in-road pedestrian crossing signs to be installed at the existing crossing.



# Safe Routes To School

Sue Buel Elementary School  
McMinnville, Oregon





**Notes:**

- 1. High-visibility continental-style crosswalk markings, school crossing signs, advanced warning signs, RRFB's, and two ramps compliant with PROWAG standards on either side of the road.
- 2. High-visibility crosswalk markings, school crossing signs, and advanced warning signs.
- 3. Approximately 85 feet of 5 foot wide Portland cement concrete sidewalk; fence on adjacent property to be removed and replaced. Contractor to reuse and maintain fence in good condition.

# Safe Routes To School

## Patton Middle School

### McMinnville, Oregon



**RESOLUTION NO. 2023-34**

A Resolution authorizing the approval of an Intergovernmental Grant Agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) for the Safe Routes to School Program: Sue Buel Elementary and Patton Middle School Pedestrian Safety Projects, Agreement No. SRTS23-08.

**RECITALS:**

**Whereas**, in July 2022, the City applied for a Safe Routes to School Competitive Construction Grant; and

**Whereas**, in January 2023, the City was awarded the Safe Routes to School Grant; and

**Whereas**, the project includes safety improvements at Sue Buel Elementary School and Patton Middle School; and

**Whereas**, the total estimated project cost is \$1,173,295. ODOT will provide grant funds for 80% of the project cost, or \$938,636. The remaining 20%, or \$234,659 will be funded by the City.

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

1. The City Manager is hereby authorized and directed to execute the Grant Agreement with ODOT, attached as Exhibit A.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

**EXHIBITS:**

- A. ODOT Safe Routes to School Intergovernmental Grant Agreement No. SRTS23-08.

**GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)**

**Project Name:** Suc Bucl Elementary & Patton Middle Schools Pedestrian Safety Projects

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 five (5) years after the Effective Date (the “Availability Termination Date”).
2. **Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
  - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
  - b. Exhibit B: **Recipient Requirements**
  - c. Exhibit C: **Subagreement Insurance Requirements**

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; Exhibit C.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$1,173,295.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$938,636.00 (the “Grant Funds”). In addition to the Grant Funds, and upon Recipient’s written request, ODOT shall provide Recipient \$13,193.20 in funds available to recipient under ORS 366.514 (“Bike/Ped Funds”) for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped 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; and
  - 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.
- 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. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
  - 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;
- c. **Project Change Procedures.**
- i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to [SRTSProgramMailbox@odot.oregon.gov](mailto:SRTSProgramMailbox@odot.oregon.gov). The request for change must be submitted before the change occurs.
  - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

**5. Reimbursement Process and Reporting.**

- a. ODOT shall reimburse Recipient for 80% of Eligible Costs up to the Grant Fund 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. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form [SRTS Reimbursement Request](#) to the [SRTSProgramMailbox@odot.oregon.gov](mailto:SRTSProgramMailbox@odot.oregon.gov) and include the Agreement number, the start and end date of the billing period, and itemize all expenses for

which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

**d. RESERVED**

- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. 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.
- h. Recovery of Grant Funds.
  - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
  - 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 15 days after ODOT's written demand for the same.
- i. Reporting

- i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to [SRTSProgramMailbox@odot.oregon.gov](mailto:SRTSProgramMailbox@odot.oregon.gov) by the first Wednesday of March, June, September, and December.
  - ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to [SRTSProgramMailbox@odot.oregon.gov](mailto:SRTSProgramMailbox@odot.oregon.gov) that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.
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 and (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, (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.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 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, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. 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. **Recipient Subagreements and Procurements**

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

### a. **Subagreements.**

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to



the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iii. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement Indemnity.**

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

**c. Subagreement Insurance.**

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- ii. For all Project work that is not on or along a state highway, Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance

- requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
  - iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - i. All procurement transactions are conducted in a manner providing full and open competition.
- e. **Self-Performing Work.** Recipient must receive prior approval from SRTS Program Manager for any self-performing work.
- f. **Conflicts of Interest.**
- i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

## 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 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 Grant 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 Grant Agreement.
- d. Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant 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. Except as otherwise provided in Paragraph 10.b. below, 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 the 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. Except as otherwise provided in Paragraph 10.b. below, 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.

This Section 10.a shall survive any expiration or termination of this Agreement.

- b. **Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.
- c. **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.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **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.
- f. **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.

- g. 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 SRTS Program Manager 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.g. 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 SRTS Program Manager. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. 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.
- n. 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.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on January 12, 2023 by the Strategic Investment Manager.

**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:**

James Lofton  
City Engineer  
231 NE 5th Street  
McMinnville, Oregon 97128  
(503) 474-5119  
[james.lofton@mcminnvilleoregon.gov](mailto:james.lofton@mcminnvilleoregon.gov)

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

By \_\_\_\_\_  
Public Transportation Division Administrator

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
SRTS Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic-Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
District Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By Sam Zeigler via email  
Assistant Attorney General

Date 2/8/2023

**SRTS Program Manager:**

Xao Posadas  
555 13<sup>th</sup> Street NE  
Salem, Oregon 97301  
971-718-6170  
[Xao.Posadas@odot.oregon.gov](mailto:Xao.Posadas@odot.oregon.gov)

## EXHIBIT A

### Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS23-08

**Project Name:** Sue Buel Elementary & Patton Middle Schools Pedestrian Safety Projects

#### A. PROJECT DESCRIPTION

The Project will construct a walkway and crosswalks along SE Booth Bend Rd, from Hwy 99 to S Davis St, and install two rapid flashing beacons. The project will also improve signage and lighting at Sue Buel Elementary School's main crossing at SW Alethea and SW Davis St. The project will also construct one new midblock crossing with high visibility markings and rapid flashing beacons, as well as approximately 85' LF of in-fill sidewalk on McDonald Lane adjacent to Patton Middle School. Also, the existing markings at 19<sup>th</sup> and McDonald Lane will be enhanced.

Recipient acknowledges the following Project location is on or along a state highway:

- Within the limits of this Project, Oregon Route 99

Recipient must submit an approved copy of the ODOT Permit and/or Design Exception for these Project locations to the ODOT Program Manager by Key Milestone 1 identified in Table 1 below. For Project locations including construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager before Project acceptance showing that each curb ramp meets ODOT standards and is ADA compliant.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

#### B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4.c of the Agreement, to [SRTSProgramMailbox@odot.oregon.gov](mailto:SRTSProgramMailbox@odot.oregon.gov) as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

**Table 1: Key Milestones**

Key Milestone	Description	Estimated Due Date



<b>1</b>	<b>Planning, design, permitting and land acquisition.</b>	11/30/2025
<b>2</b>	<b>Project completion (Project must be completed within 5 years of agreement execution.)</b>	6/30/2028

**\*Prior to Project acceptance when project is on or along a state highway or triggers ADA mitigation and includes construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager.**

## **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 SRTS Program Manager in writing when any contact information changes during the Agreement.
  3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
  4. 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.
- 5. Americans with Disabilities Act Compliance**
- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
    - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp

meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
  - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

#### **6. Work Performed within ODOT's Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

#### **7. 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.

## **8. Land Use Decisions**

- a.** Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b.** If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c.** If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d.** This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

## **9. Website**

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

## **10. Photographs**

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

## EXHIBIT C Subagreement Insurance Requirements

### 1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

### 2. TYPES AND AMOUNTS.

#### a. WORKERS COMPENSATION.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

#### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the

maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**





## STAFF REPORT

**DATE:** June 9, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Rich Leipfert, Fire Chief  
**SUBJECT:** Resolution # 2023-33 Approving the Final County Board Order 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 approving the creation of a new fire district. It is affirming the County Commissioners Final Board Order that was processed and approved as a result of the May 2023 election.

### Background:

On October 11th 2022 the City Council passed Resolution 2022- 63 authorizing the submission of and supporting a petition for 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.



# City of McMinnville

FIRE DEPARTMENT

On June 8 2023 the County Clerk Verified the election results and both Measures 36-226 and 36-227 were passed by the voters in the May election.

The County Board has adopted the Final Board Order for the formation of the McMinnville Fire District which boundary includes the City of McMinnville.

## **Attachments:**

1. Resolution No. 2023-33
  - a. Exhibit 1: Board of Commissioners Final Order Directing Creation of the McMinnville Fire District

## **Recommendation:**

Approve Resolution 2023- 33

## **RESOLUTION NO. 2023-33**

A Resolution approving the Final Order of the County Commission Forming the McMinnville Fire District (attached Exhibit 1) and consenting to the formation of a fire district incorporating the McMinnville city limits.

### **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**, On January 24, 2023 the City Council approved Resolution No. 2023-06 which approved the Yamhill County BO 23-015 which sent the formation question to the ballot for consideration; and

**Whereas**, Both Ballot Measures 36-226 for the MRFPD Dissolution and 36-227 for the creation of the new "McMinnville Fire District" received voter approval in the May 2023 election; and

**Whereas**, With the majority of those voting in favor of formation of the McMinnville Fire District, the County Board shall enter a final order establishing and forming the district; and

**Whereas**, Yamhill County BO 23-015 required that the City of McMinnville consider and approve by resolution, the Final Order of the Board contemporaneously with the County process, to be attached to the County's Final Order; and

**Whereas**, the boundary of the McMinnville Fire District, described in Exhibit 1 attached to the Final Board Order, and mapped in Exhibit B, also attached to the Final 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

**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 Final Order of the County Commissioners (Attached) and consents to the formation of a fire district incorporating the city limits. 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 27<sup>th</sup> day of June, 2023 by the following Votes:

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

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

Approved this 27th day of June 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

EXHIBIT:

1. Final Order of the County Commission Forming the McMinnville Fire District

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 a Final Order Establishing and Forming )  
 The McMinnville Fire District after Determination that the ) BOARD ORDER 23- 226  
 Majority of the Votes Cast in the Special District Election )  
 Of May 16, 2023 were in Favor of Formation of the )  
 McMinnville Fire District; And Directing the Clerk to )  
 Issue Certificates of Election to the Five Persons )  
 Receiving the Highest Number of Votes for the New )  
 Board Positions for the McMinnville Fire District )

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on June 15, 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 new 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 the 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 Protection 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 the 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 the 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 McMinnville Fire District.
- E. The boundary of the McMinnville Fire District is described in Exhibit A and mapped in Exhibit B, both of which are attached to this Board Order and incorporated herein. The previous legal description and map that were attached to Board Order 23-15 were incorrect. The previous map and legal description (i) failed to include an area previously annexed into the McMinnville Rural Fire Protection District on June 25, 1969, and consisting of approximately 251 parcels in the North-West section of the existing McMinnville Rural Fire Protection District and the proposed McMinnville Fire District, (ii) failed to include approximately 6 other parcels in the unincorporated community of Whiteson that had been previously annexed into the existing McMinnville Rural Fire Protection District and the proposed McMinnville Fire District; (iii) incorrectly included one other parcel in the unincorporated community of Whiteson that is actually part of the Amity Rural Fire Protection District, and (iv) contained other minor mapping errors. The map attached to the ballot as required by ORS 198.815(3) and ORS 255.288 correctly reflected the existing boundary of the McMinnville Rural Fire Protection District, which was the intended boundary for the McMinnville Fire District and the Board finds that the voters pamphlet map, summary and explanatory statement correctly represents the intent of the voters as to the boundary of the McMinnville Fire District.
- F. The incorrect map and legal description attached to Board Order 23-15 were also submitted to and approved by the Oregon Department of Revenue, for tax and assessment purposes only, as required under ORS 198.720(4). The board of the McMinnville Fire District intends to correct the clerical errors in the DOR approved map by filing the legal description and map attached hereto as Exhibit A and Exhibit B with the DOR before March 31<sup>st</sup> of the next tax assessment year. The board of the McMinnville Fire District will also work with any property owners within the McMinnville Fire District impacted by this mapping error to ensure uninterrupted fire and EMS services and to mitigate any other unintended consequences arising from or relating to the mapping error.

- G. ORS 198.795 regarding formation proceedings states that the county board where the petition is filed shall have original and, except in limited circumstances not applicable to this formation proceeding, exclusive jurisdiction over district formation.
- H. ORS 478.100 governing formation of rural fire districts, states that “No final order of a county board establishing a district shall be set aside, or annulled upon appeal or review on account of any defect or irregularity in the petition asking for organization of such district, or notice thereof, which does not materially affect the substantial rights of an interested party.” That statute defines “Errors of description of the intermediate points, courses or distances of the exterior boundaries of the proposed district set out in the petition for organization or as changed at the hearing by the county board, when the exterior boundaries can be otherwise definitely determined” as an immaterial defect. The clear intent in formation of the McMinnville Fire District was to include all territory of the existing McMinnville Rural Fire District, plus the territory of the City of McMinnville. Therefore, the exterior boundaries of the McMinnville Fire District can be definitely determined.
- I. A portion of the boundary of the McMinnville Fire District 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.
- J. 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.

- K. 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.
- L. 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 was the Special District Election on May 16, 2023.
- M. Measure 36-227 - McMinnville Fire District (Proposed) was approved by the voters at the May 16, 2023 special district election by the majority of the votes cast. A copy of the certified election results is attached as Exhibit C.
- N. Approval of Measure 36-227 was contingent on approval of Measure 36-226 Dissolution of McMinnville Rural Fire Protection District, which was approved by the voters at the May 16, 2023 special district election by the majority of the votes cast. A copy of the certified election results is attached as Exhibit D.
- O. Pursuant to ORS 198.820 (2) the Board shall also canvass the votes for members of the McMinnville Fire District board and cause the county clerk to issue certificates of election to the five persons receiving the highest number of votes. Having canvassed the votes, the persons indicated on Exhibit E are found and declared elected.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

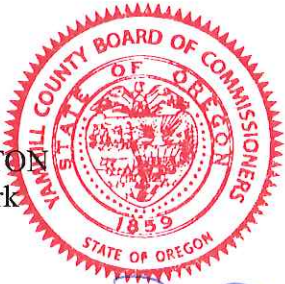
- 1. Having determined that the majority of votes cast in the special district election of May 16, 2023 for Measure 36-227 were in favor of formation of the district, the McMinnville Fire District is hereby established and formed, effective June 30, 2023 at 11:30 p.m. PST.
- 2. The McMinnville Fire District boundaries as approved by the voters in the special district election of May 16, 2023 are described in the attached Exhibit A and mapped in the attached Exhibit B, both Exhibits being hereby incorporated into this Board Order.
- 3. The permanent tax rate for the McMinnville Fire District as approved by the voters in the special district election of May 16, 2023 is \$2.00 per \$1,000 assessed value beginning fiscal year 2023.
- 4. Duplicates of the formation documents shall be submitted to the Oregon Department of Revenue and Secretary of State within 10 days as required by ORS 198.780 & 782.



5. The Clerk shall issue certificates of election to the five persons which received the highest number of votes for the McMinnville Fire District board, those persons being listed on Exhibit E.
6. Staff shall take such other steps as are necessary to accomplish the purposes of this Order.

DONE this 15th day of June 2023, at McMinnville, Oregon.

ATTEST



YAMHILL COUNTY BOARD OF COMMISSIONERS

KERI HINTON  
County Clerk

*Lindsay Berschauer*

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**

(see attached)

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 27.25 chains to the southwest corner of Parcel 2, Partition Plat 1998-09;  
thence Northwesterly to a point on the Easterly extension of NW Shelton Road (County Road 223);  
thence West along said Easterly extension and said NW Shelton Road to its intersection with Fir Crest Road (County Road 323);  
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, 41.0 chains to the corner common to Sections 25 and 26, 35 and 36 in Township 3 South, Range 5 West;  
thence West 100 chains;  
thence South 40 chains;  
thence West 140 chains to the 1/4 post between Sections 32 and 33 of Township 3 South, Range 5 West;  
thence South on said Section line to the corner common to Sections 32 and 33 of Township 3 South, Range 5 West, and Sections 4 and 5 of Township 4 South, Range 5 West;  
thence West 80.0 chains;  
thence South 120 chains;  
thence West 20 chains;  
thence South 60 chains;  
thence West 20 chains;

thence South 100 chains to the center of Section 19 of Township 4 South, Range 5 West,  
 thence East 40 chains to the 1/4 post between Sections 19 and 20 of Township 4 South, Range 5 West;  
 thence South 200.0 chains to the Southeast corner of Section 31, Township 4 South, Range 5 West;  
 thence East on the Section line between Section 32 of Township 4 South, Range 5 West, and Section 5 of  
 Township 5 South, Range 5 West and the Section line between Section 33 of Township 4 South,  
 Range 5 West, and Section 4 of Township 5 South, Range 5 West to the center of Eagle Point Road  
 (County Road 429);  
 thence Southeasterly along said Eagle Point Road to its intersection with SW Muddy Valley Road (County  
 Road 19);  
 thence Southerly along said county road 108 chains, more or less, to the Southerly line of the James  
 Coleman D.L.C. No. 40;  
 thence South 54° 00' East along said Claim line to a point which bears North 54°00' West 87.12 feet from  
 the Southeast corner of said Coleman claim;  
 thence South 00°25' East 212.68 feet to a point on the north line of the JP Yocum D.L.C. No. 44;  
 thence South 88°57'42" East 122.10 feet along said north line to the northeast corner of said JP Yocum  
 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 Cherry Road;

thence East along said Westerly extension and north line Cherry Road to the centerline of SE 1st Street;

thence South along the centerline of SE 1st Street to the centerline of the vacated Apple Street;

thence West along said centerline of the vacated Apple Street to the centerline of the vacated Front Street;

thence South along said centerline of the vacated Front Street to the centerline of the old state highway;

thence Southeasterly along the centerline of the old state highway to the centerline of Whiteson Road (County Road 34);

thence West along said centerline of Whiteson Road and its Westerly extension thereof to the east line of the southern pacific railroad, said point being on the Northeasterly extension of the northerly line of those tracts owned by the Southern Pacific Railroad;

thence Southwesterly along said Northeasterly extension and along the northerly line, and Southerly along the west line, and Easterly along the southerly lines of said Southern Pacific Railroad property to the west line of that property conveyed to Cindy Bunn in Instrument No. 2008-20378, Deed Records for Yamhill County;

thence Southeasterly along said west line and along the west line of that property conveyed to Cindy Bunn in Instrument No. 2008-20377, Deed Records for Yamhill County, to a point on the west line of the Southern Pacific Railroad;

thence East 166 feet, more or less;

thence South 93 feet, more or less, to 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°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° 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° East 18.25 chains;

thence East 4.94 chains;

thence North 31.64 chains;

thence South 85° West 13.37 chains to a point on the East line of the Henry Hyde D.L.C that is North 16° 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° 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 to a point on the Northwesterly extension of the east line of the aforementioned Henry Hyde D.L.C.;

thence Northwesterly along said Northwesterly extension 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.

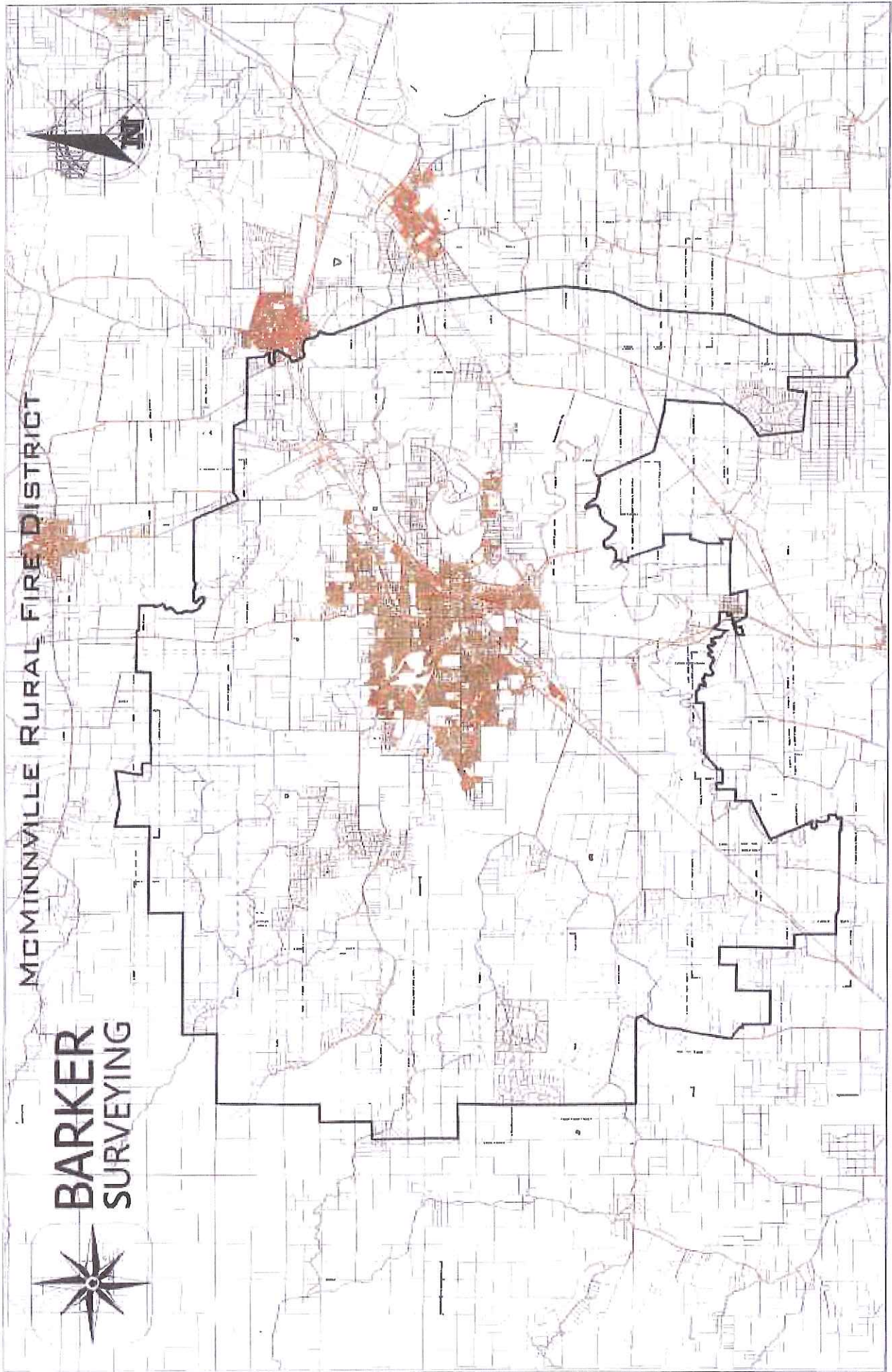
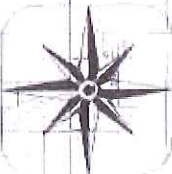
**Exhibit B**

(see attached)



MC MINNIVILLE RURAL FIRE DISTRICT

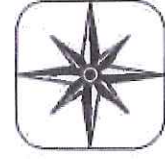
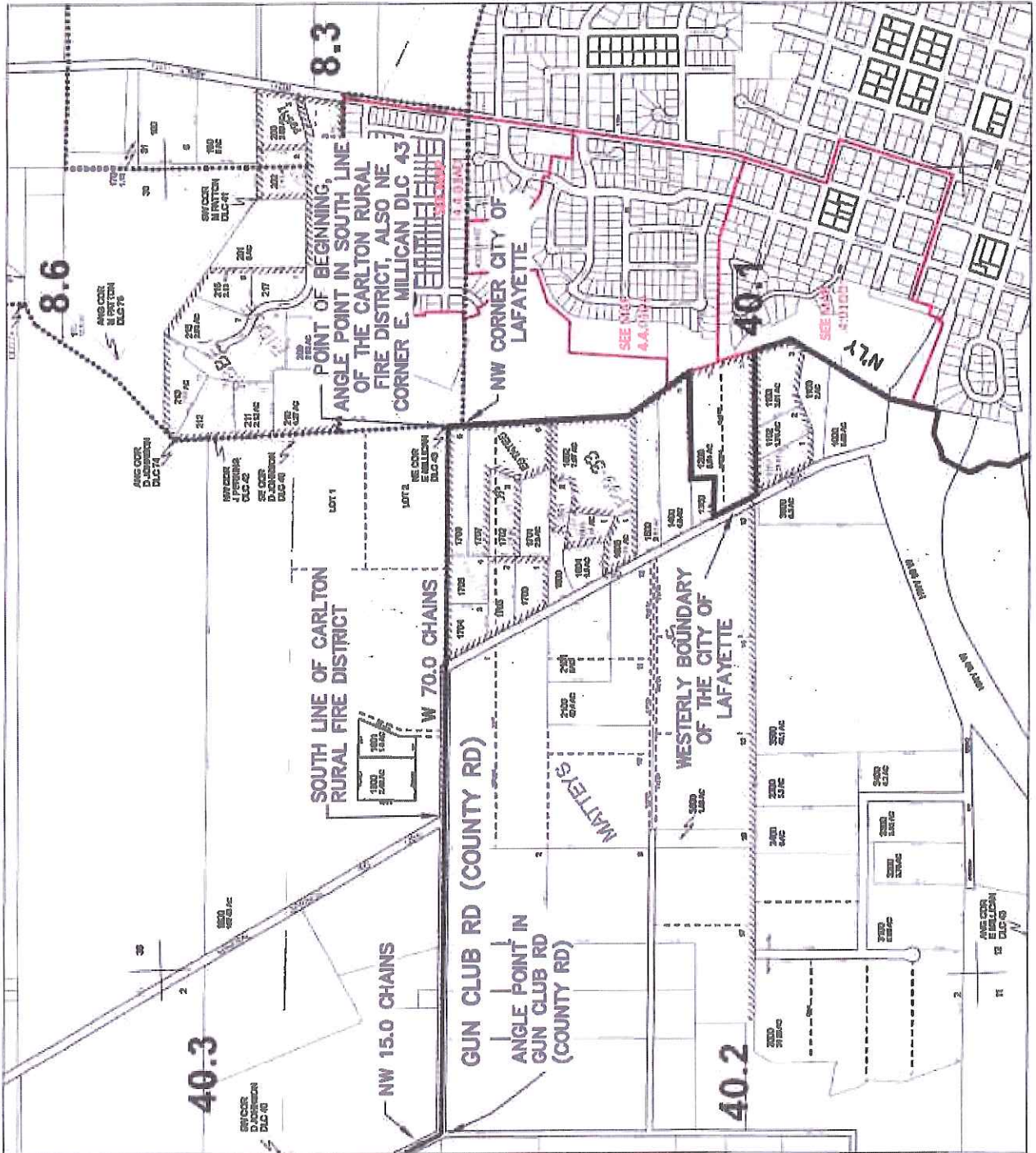
**BARKER**  
SURVEYING



# EXHIBIT MAP



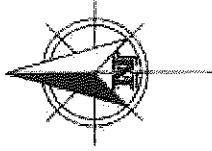
NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4-4-01  
 DATED 5/19/2022)



**BARKER  
 SURVEYING**

3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2489  
 EMAIL: GREG@BARKERWILSON.COM

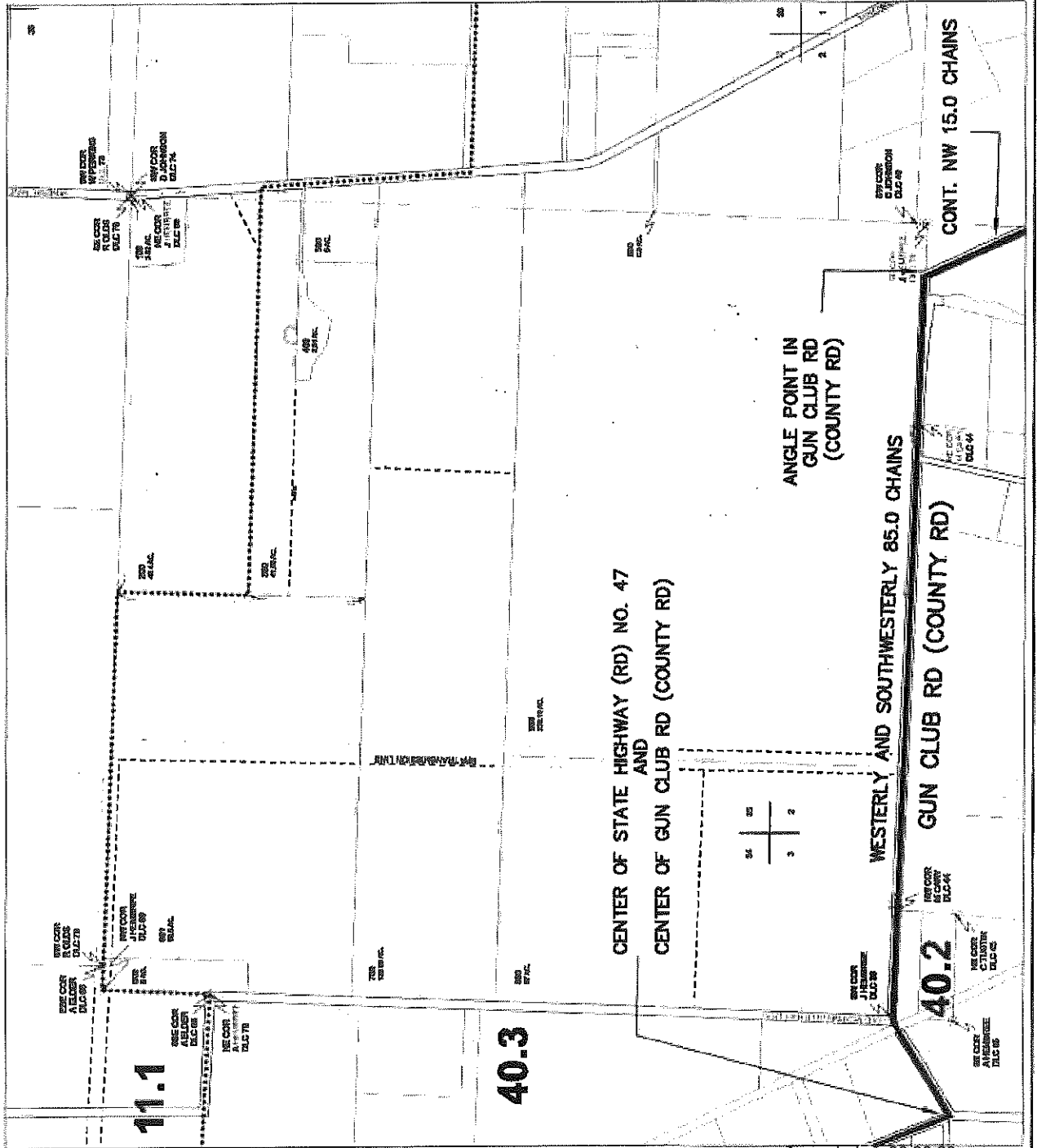
# EXHIBIT MAP



NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.35  
 DATED 1/5/2016)

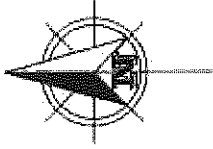


**BARKER SURVEYING**  
 3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM



Amended on 06.28.23

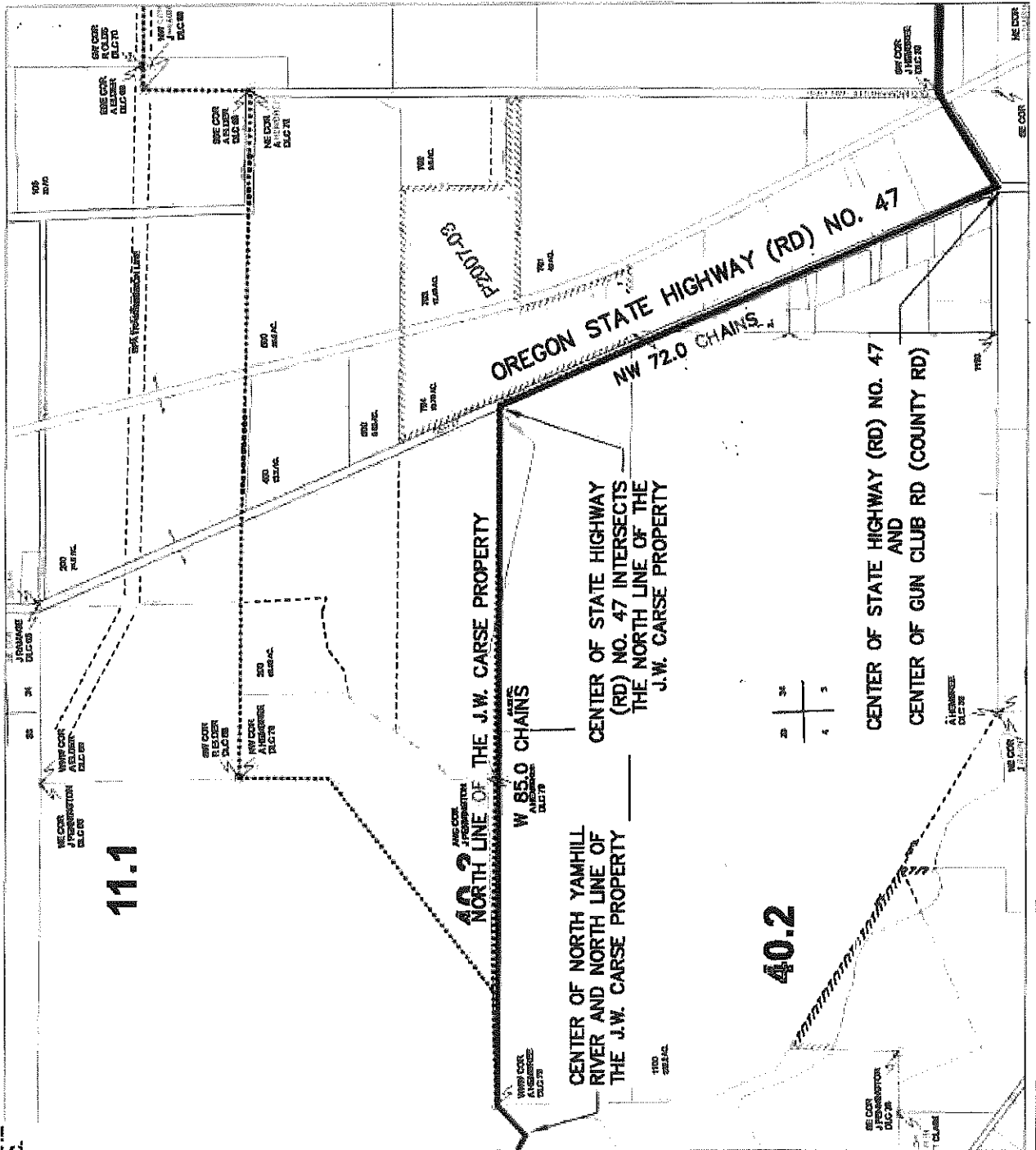
# EXHIBIT MAP



NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.34  
 DATED 4/12/2017)

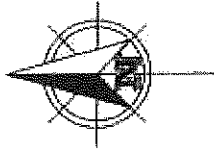
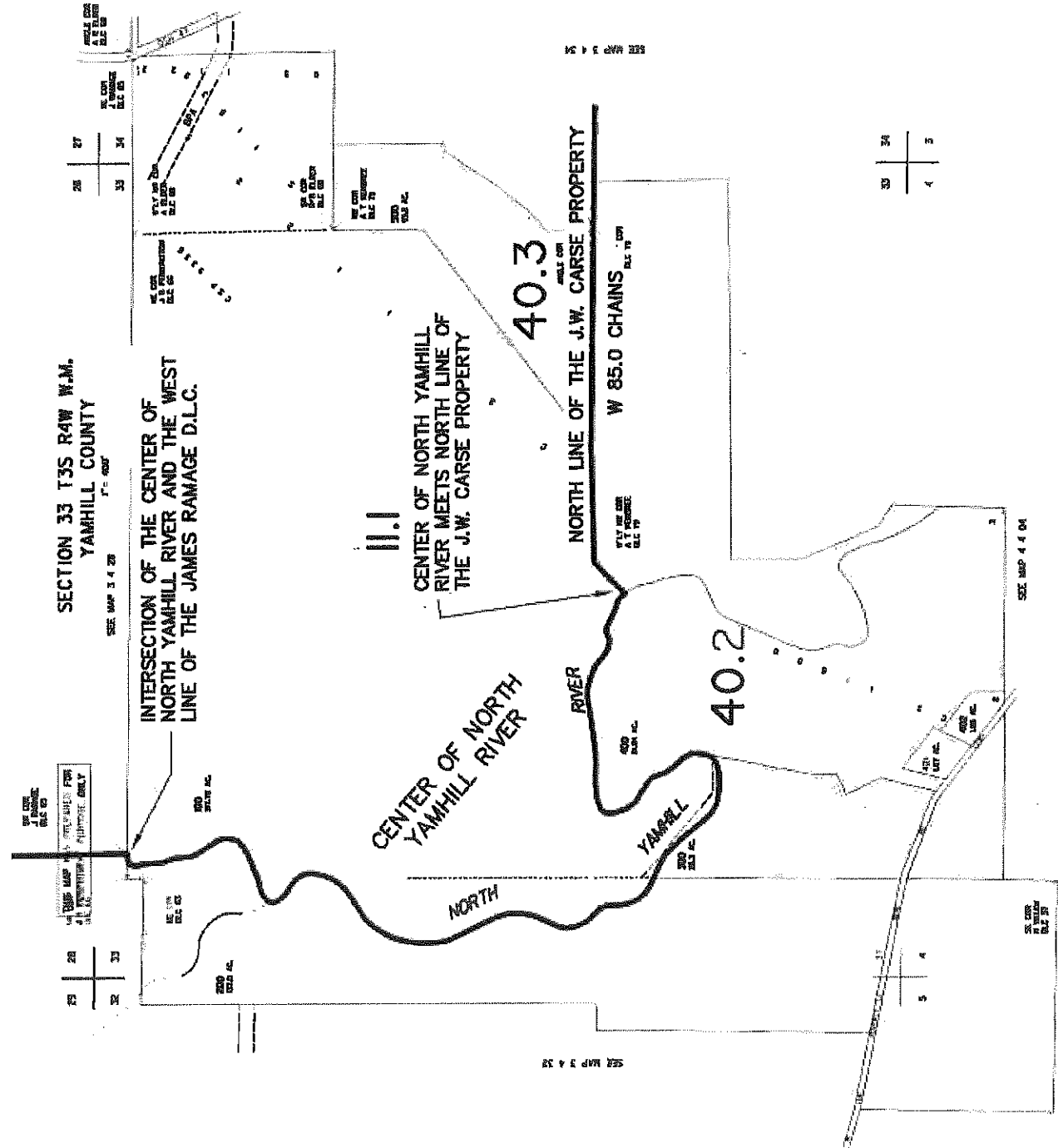


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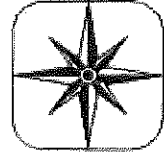


Amended on 06.28.23

# EXHIBIT MAP



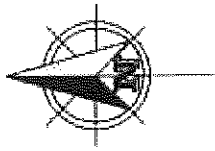
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(YAMHILL ASSESSMENT  
& TAX MAP 3.4.33  
DATED 5/31/2011)



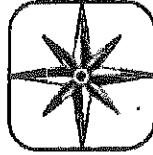
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# EXHIBIT MAP

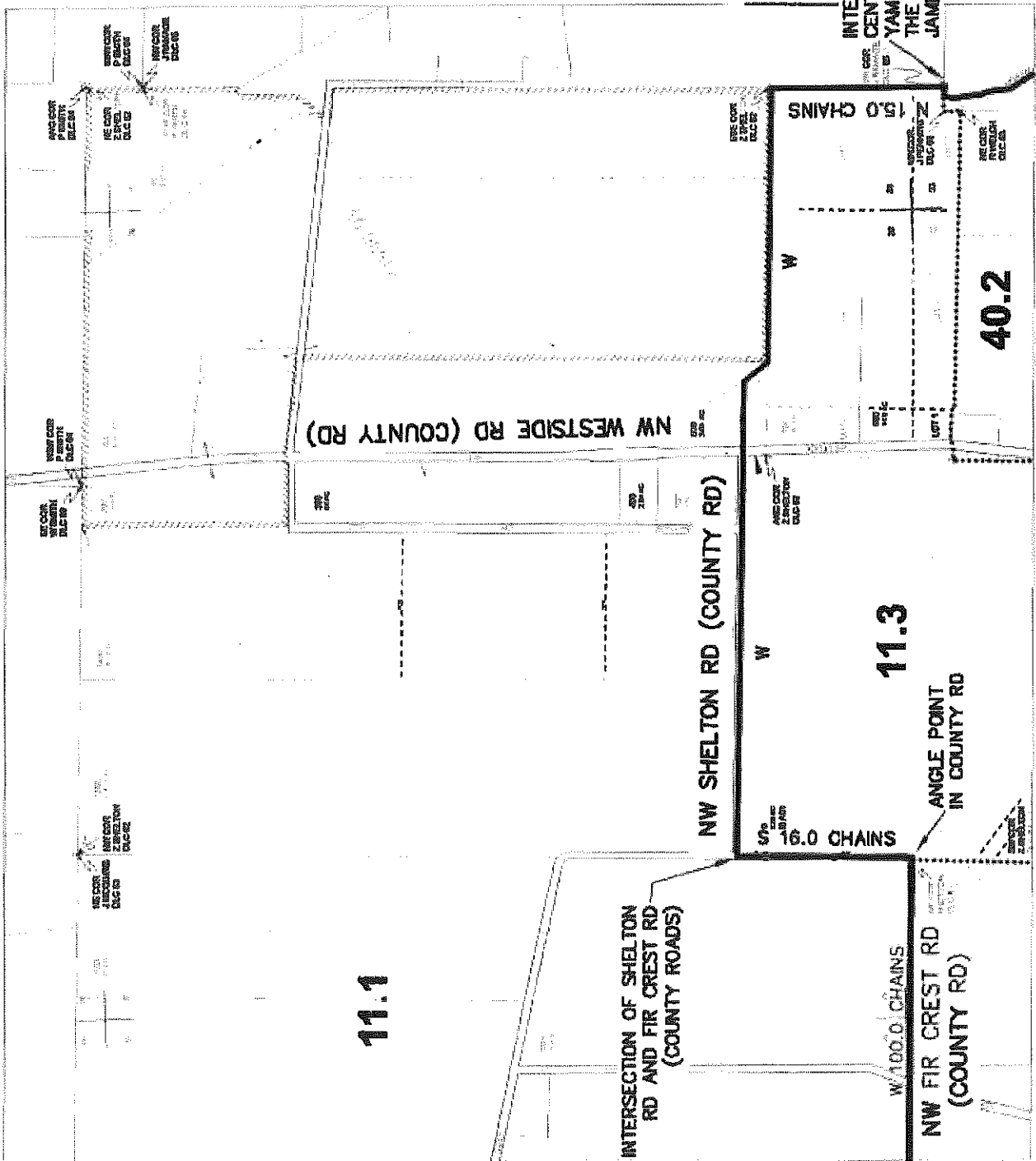


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 (YAMHILL ASSESSMENT  
 & TAX MAP 3.4.29  
 DATED 5/26/2021)

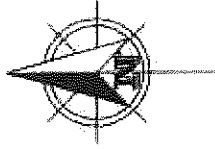


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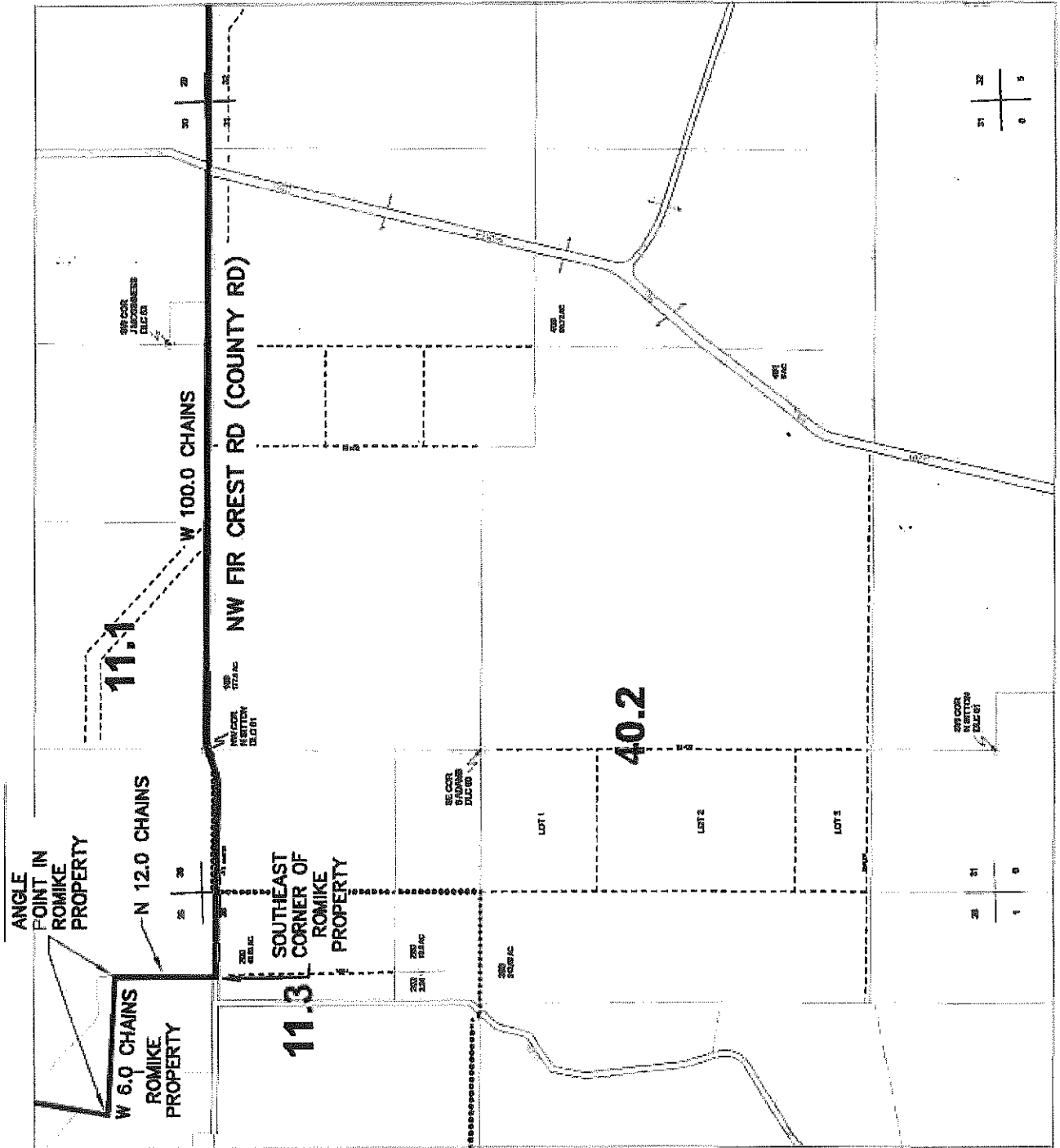
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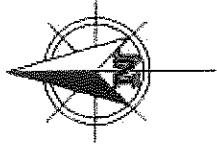
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 DATED 4/8/2021)



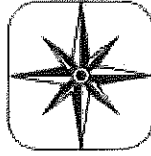
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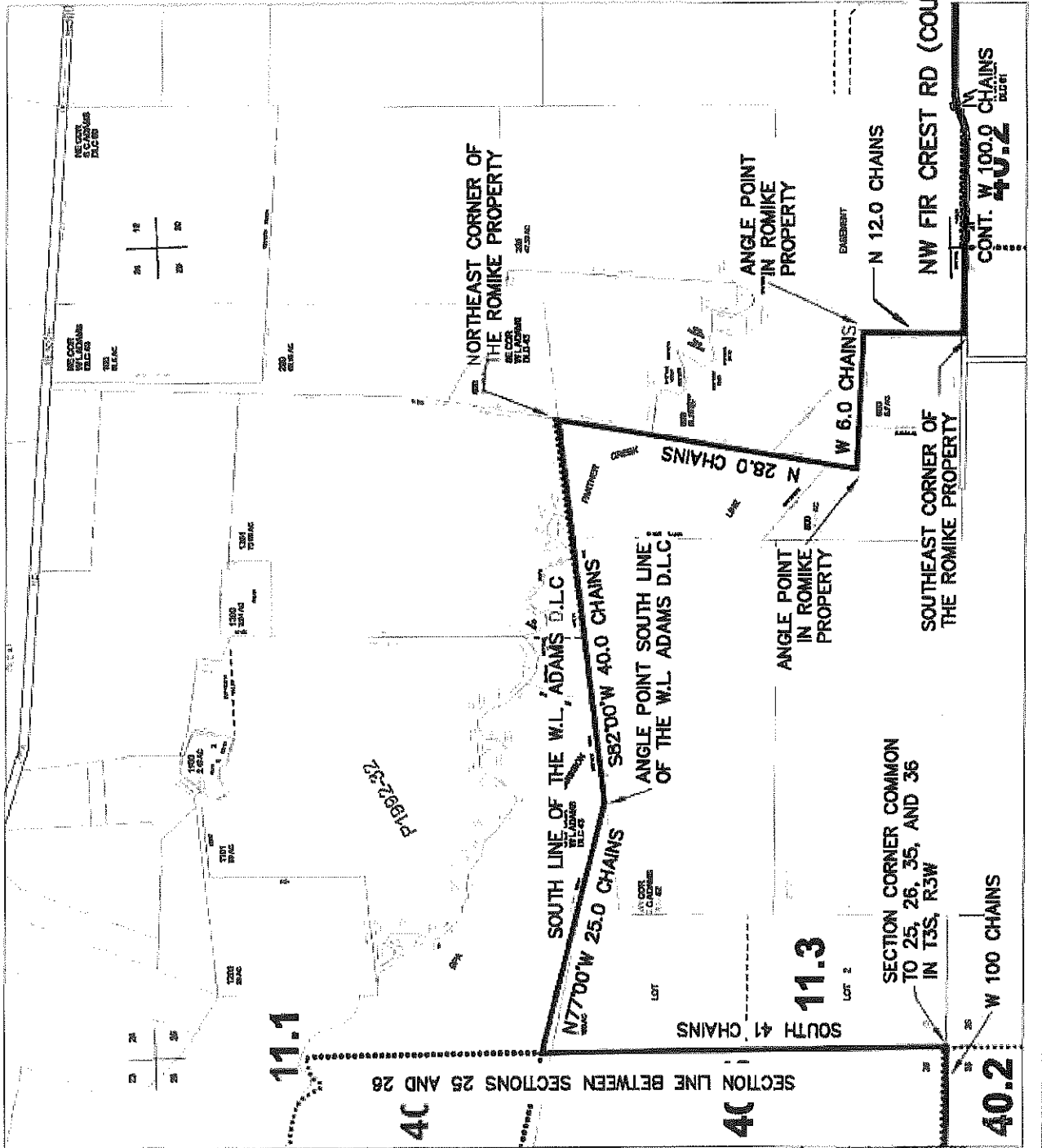


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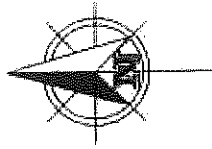




# EXHIBIT MAP

SECTION 35 T3S R5W W.M.  
YAMHILL COUNTY  
P. 1, 4007

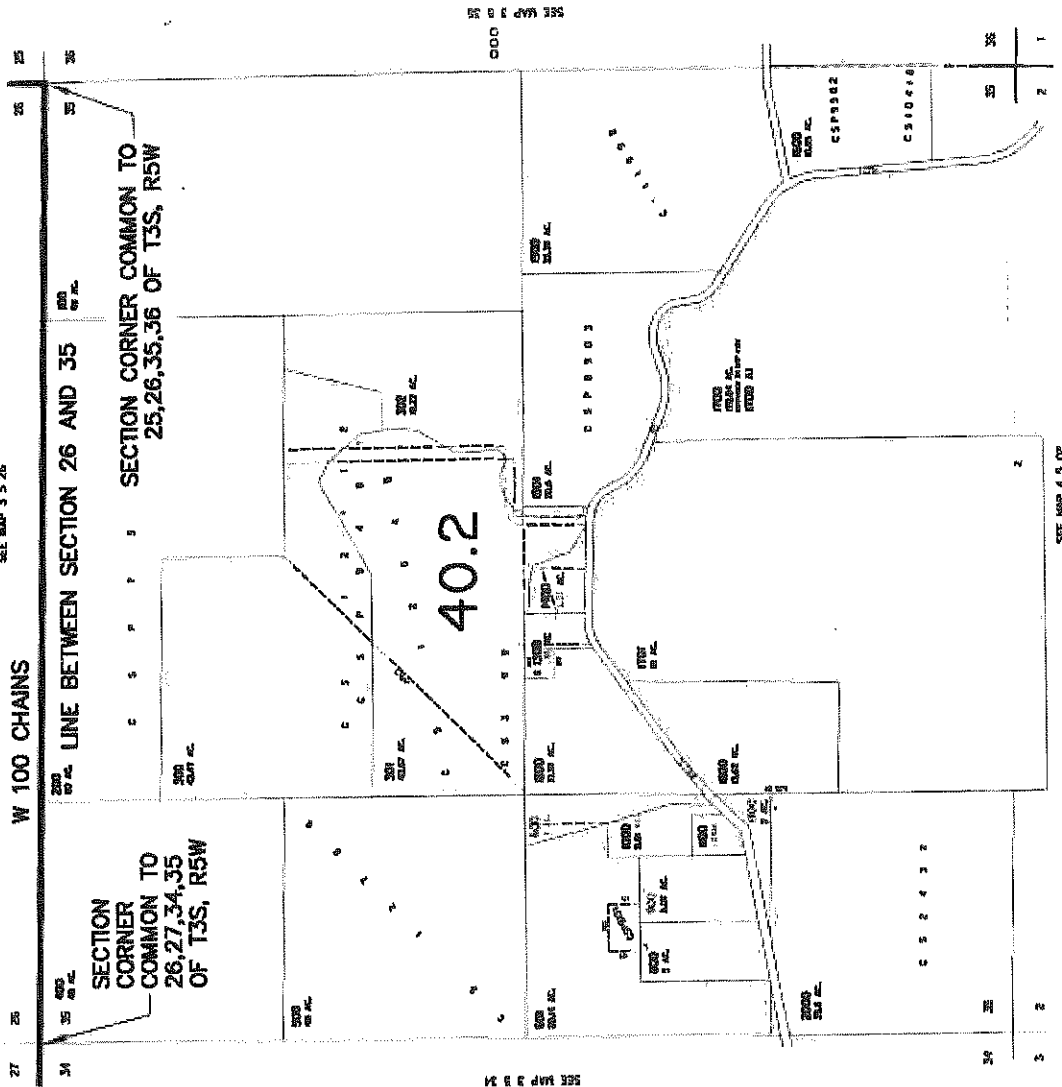
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& TAX MAP 3.5.35  
DATED 1/7/2013)



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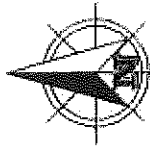


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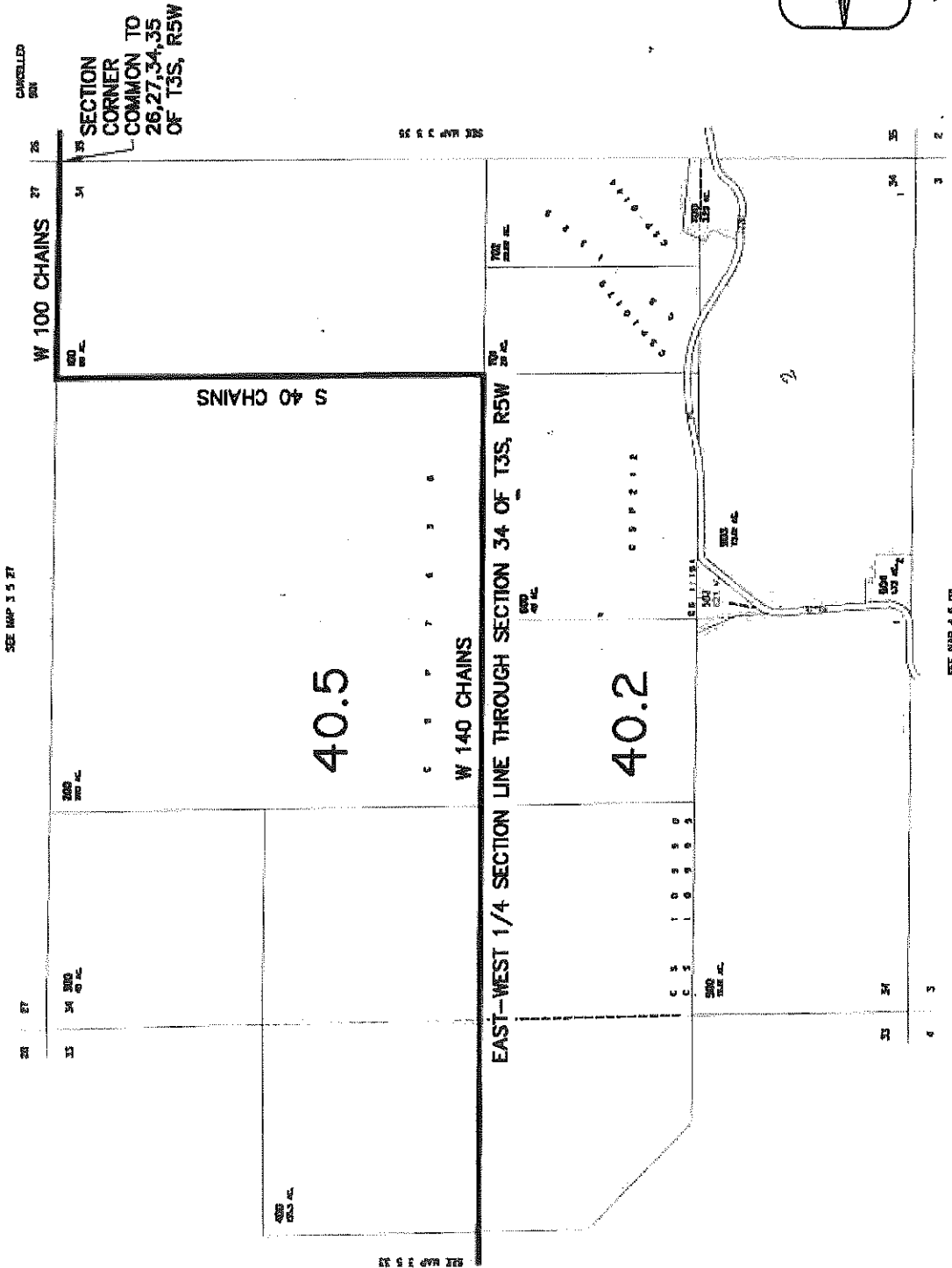
SECTION 34 T3S R5W W.M.  
YAMHILL COUNTY

THIS MAP WAS PREPARED FOR  
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3 5 34



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& TAX MAP 3.5.34  
DATED 2/21/2011)



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3 5 34

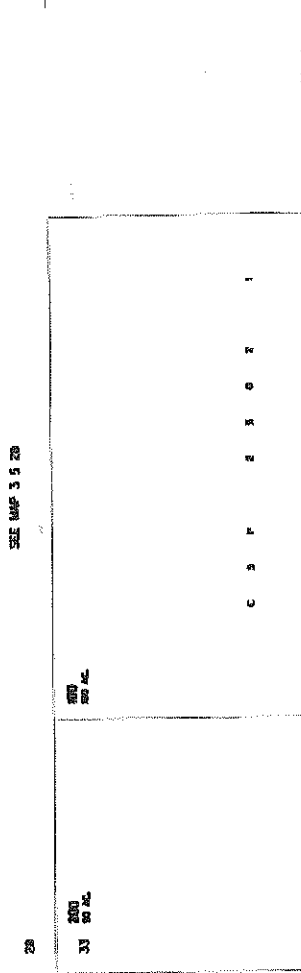
# EXHIBIT MAP

3 5 33

SECTION 33 T3S R5W W.M.  
YAMHILL COUNTY  
T<sup>3</sup> 400'

SEE MAP 3 5 20  
CANCELLED  
2000

20 27 34



NOT TO SCALE  
DATE: 05/08/2023  
(YAMHILL ASSESSMENT  
& TAX MAP 3.5.33  
DATED 7/23/08)

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

20 27 34



EAST-WEST 1/4 SECTION LINE THROUGH SECTION 33 OF T3S, R3W

CONT. W 140 CHAINS

SEE MAP 3 5 20



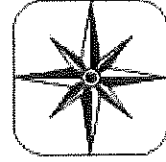
SEE MAP 3 5 20

SECTION LINE BETWEEN SECTIONS 32 AND 33, T3S, R5W

SEE MAP 4 5 04

SECTION CORNER COMMON TO SECTIONS 32 AND 33 OF T3S, R5W AND 4 AND 5 OF T4S, R5W

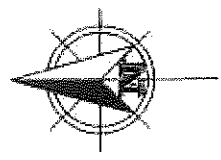
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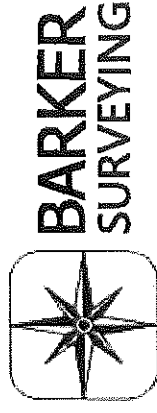
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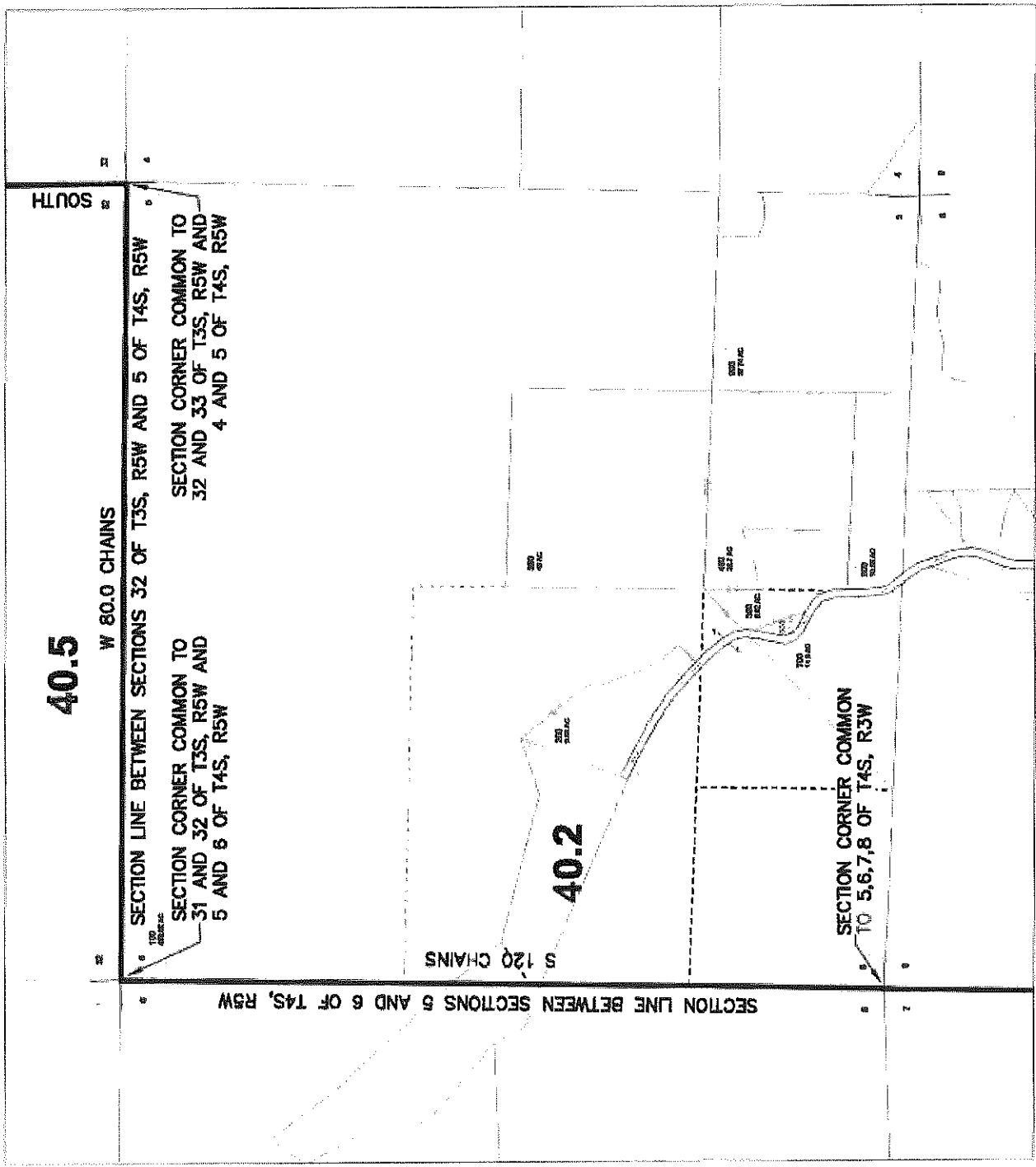
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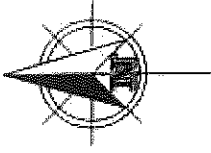
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 (YAMHILL ASSESSMENT  
 & TAX MAP 4.5.05  
 DATED 7/9/21)



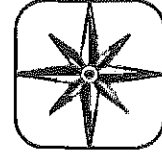
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# EXHIBIT MAP

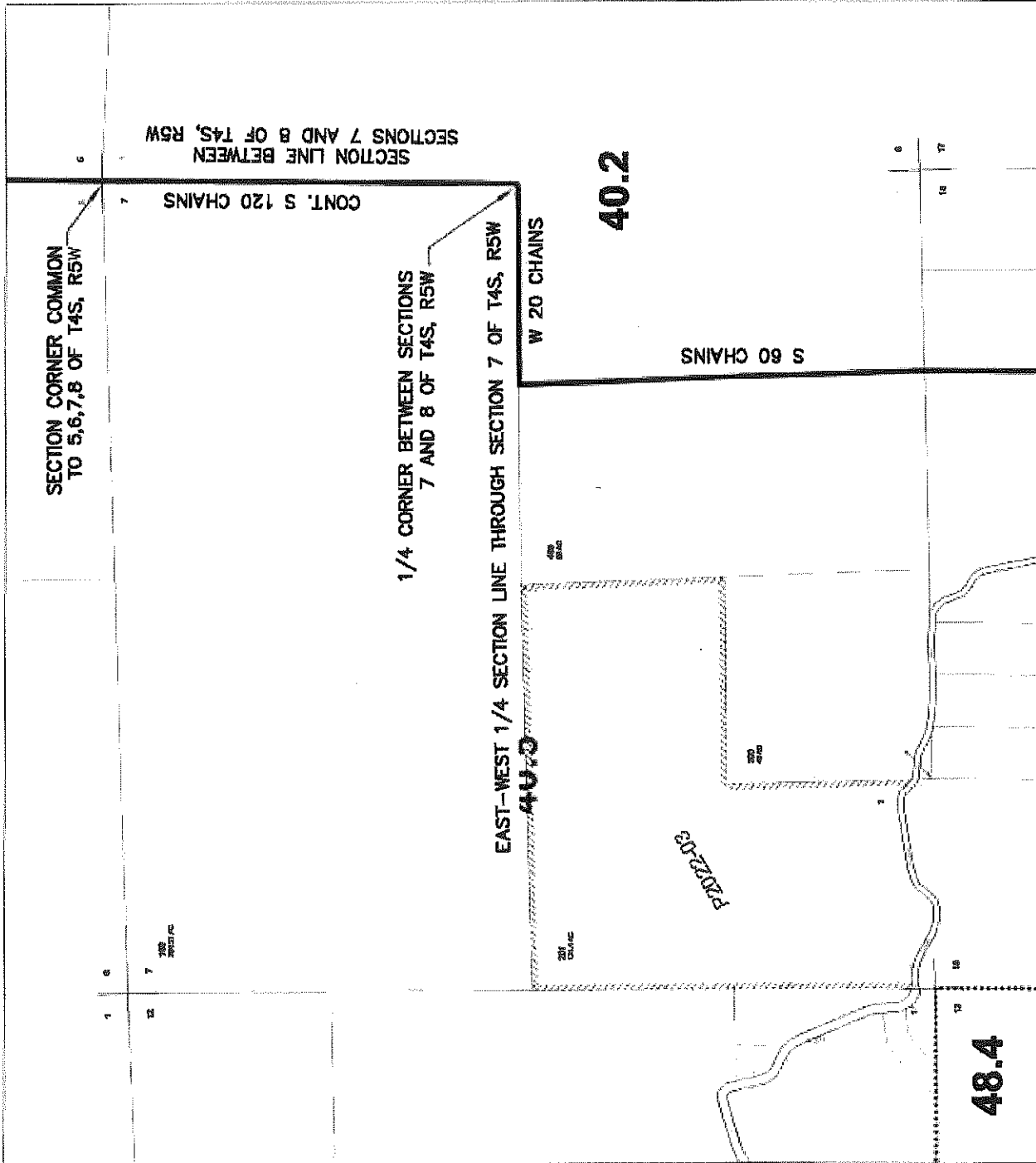


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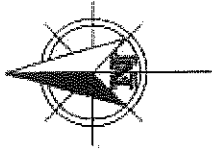
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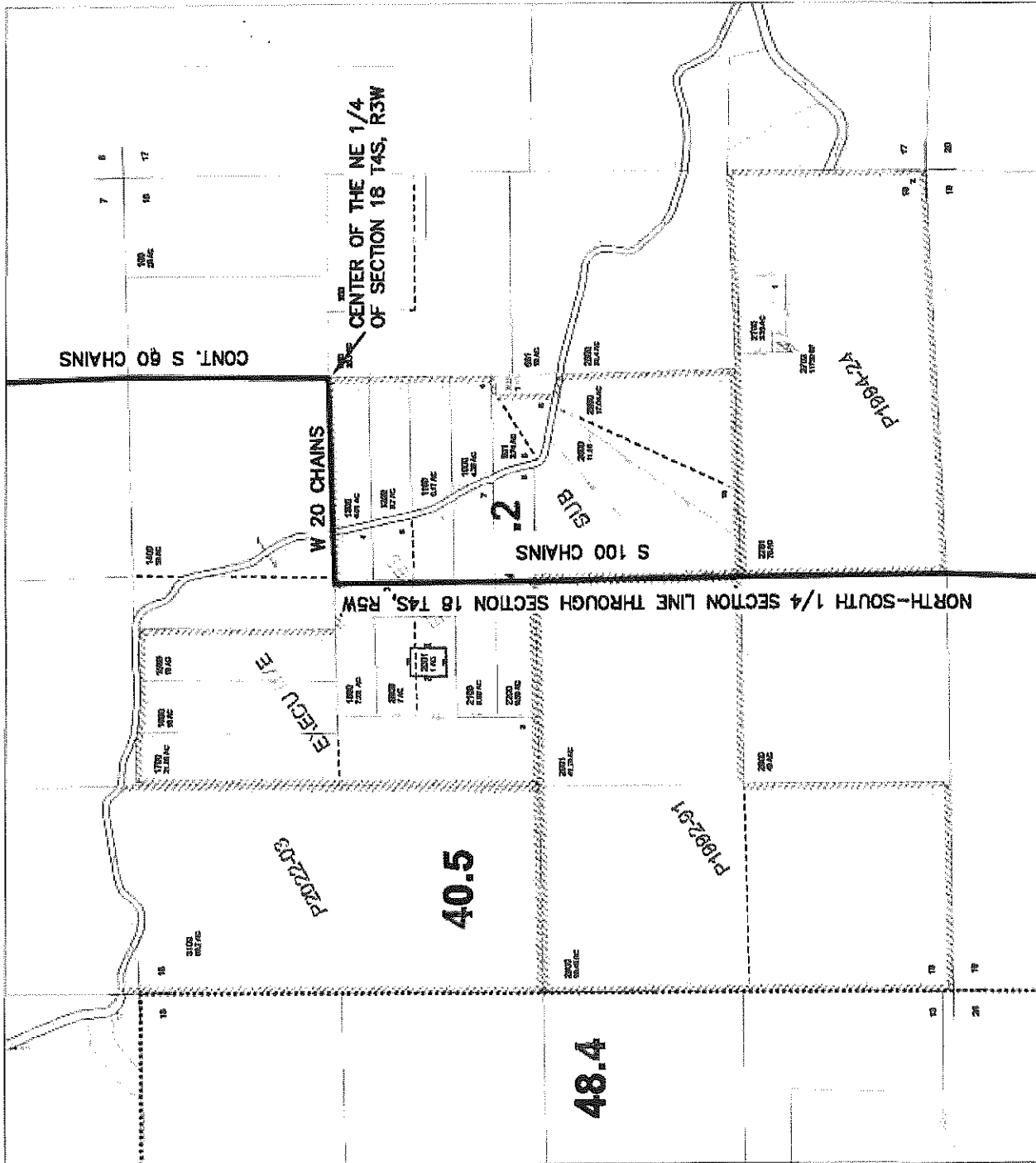
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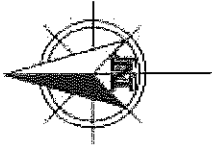
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 & TAX MAP 4.5.18  
 DATED 3/31/2022)



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# EXHIBIT MAP



NOT TO SCALE  
DATE: 05/08/2023  
(YAMHILL ASSESSMENT  
& TAX MAP 4.5.19  
DATED 11/8/1995)



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CANCELLED  
450  
700  
800

19 20

SEE MAP 4 5 18

NORTH-SOUTH 1/4 SECTION LINE  
THROUGH SECTION 19 T4S, R5W

CONT. S 100 CHAINS

40.2

500  
FT

1/4 CORNER BETWEEN  
SECTIONS 19 AND 20,  
T4S, R5W

E 40 CHAINS

40.5

CENTER OF SECTION  
19, T4S, R5W

500  
FT

SEE MAP 4 5 24

19 20

1000  
SQ FT

500  
FT

SEE MAP 4 5 20

S 200.0 CHAINS

SECTION LINE BETWEEN SECTIONS  
19 AND 20, T4S, R5W

SECTION  
CORNER  
COMMON TO  
19, 20, 28, 30,  
OF T4S, R5W

19 20

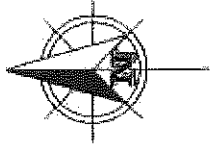
SEE MAP 4 5 30

19 20

1000  
SQ FT

4 5 19

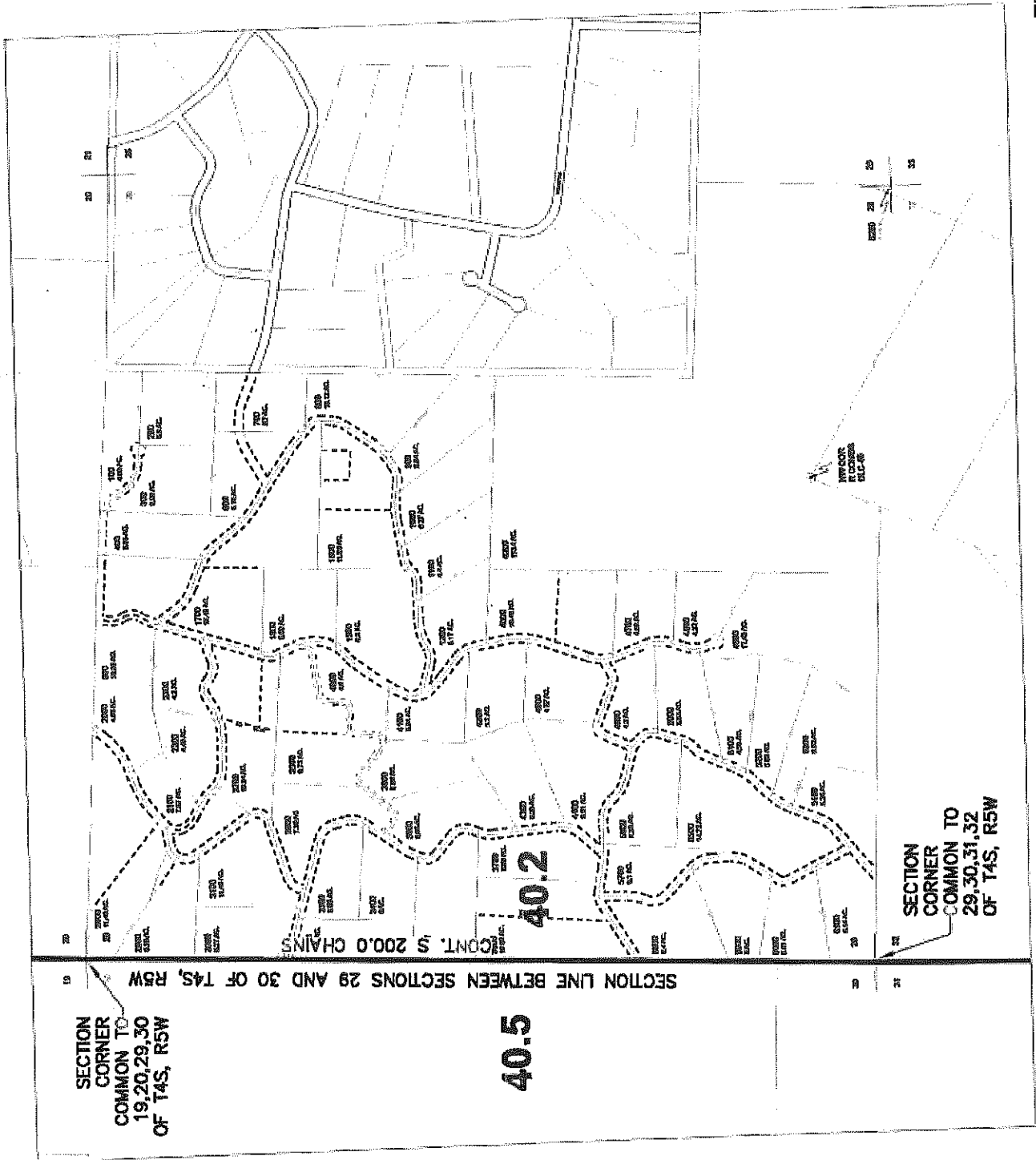
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 & TAX MAP 4.5.29  
 DATED 2/19/2016)



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SECTION  
 CORNER  
 COMMON TO  
 19, 20, 29, 30  
 OF T4S, R5W

40.5

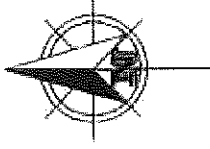
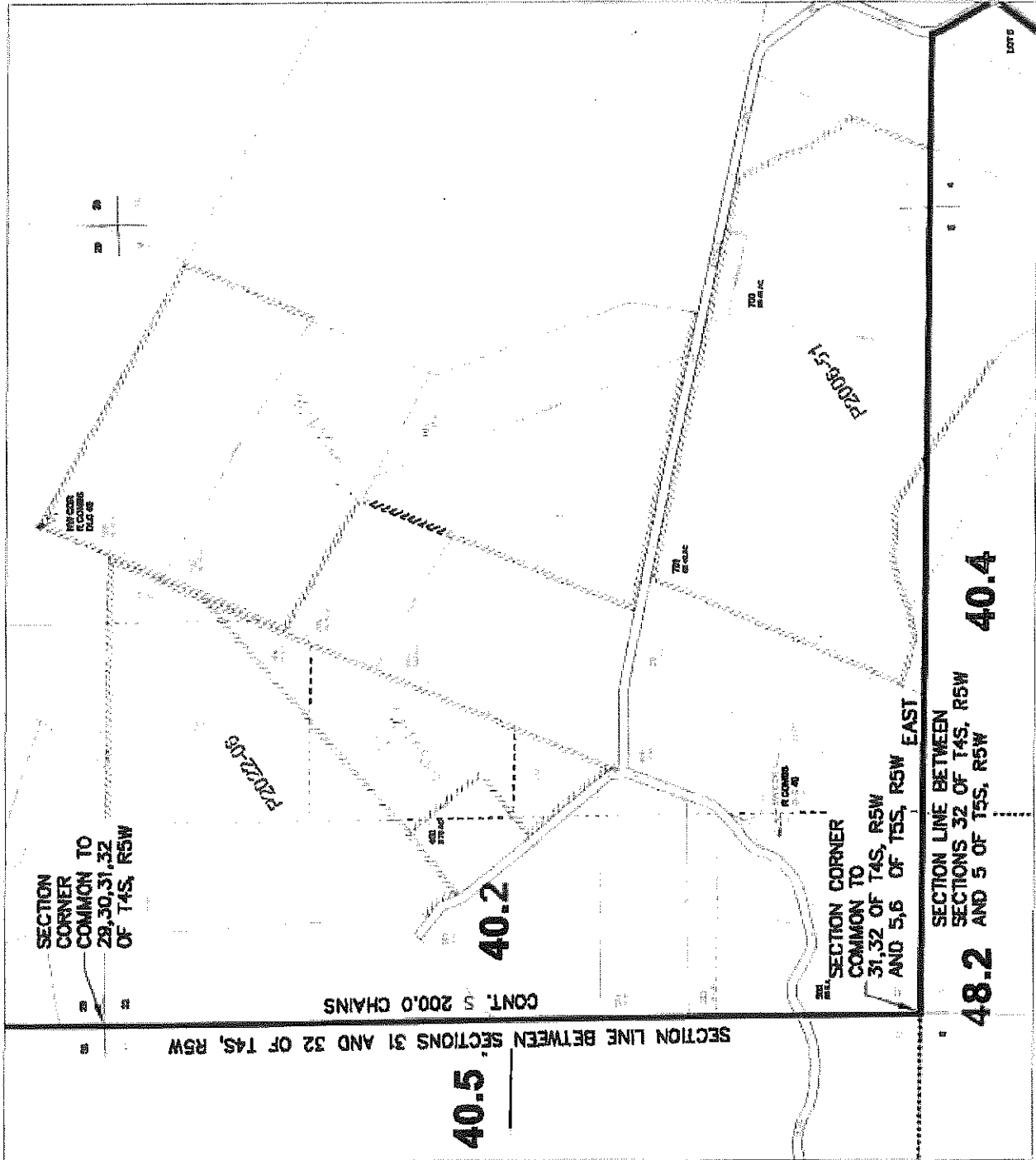
SECTION LINE BETWEEN SECTIONS 29 AND 30 OF T4S, R5W  
 (CONT. S 200.0 CHAINS)

40.2

SECTION  
 CORNER  
 COMMON TO  
 29, 30, 31, 32  
 OF T4S, R5W



# EXHIBIT MAP



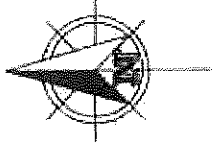
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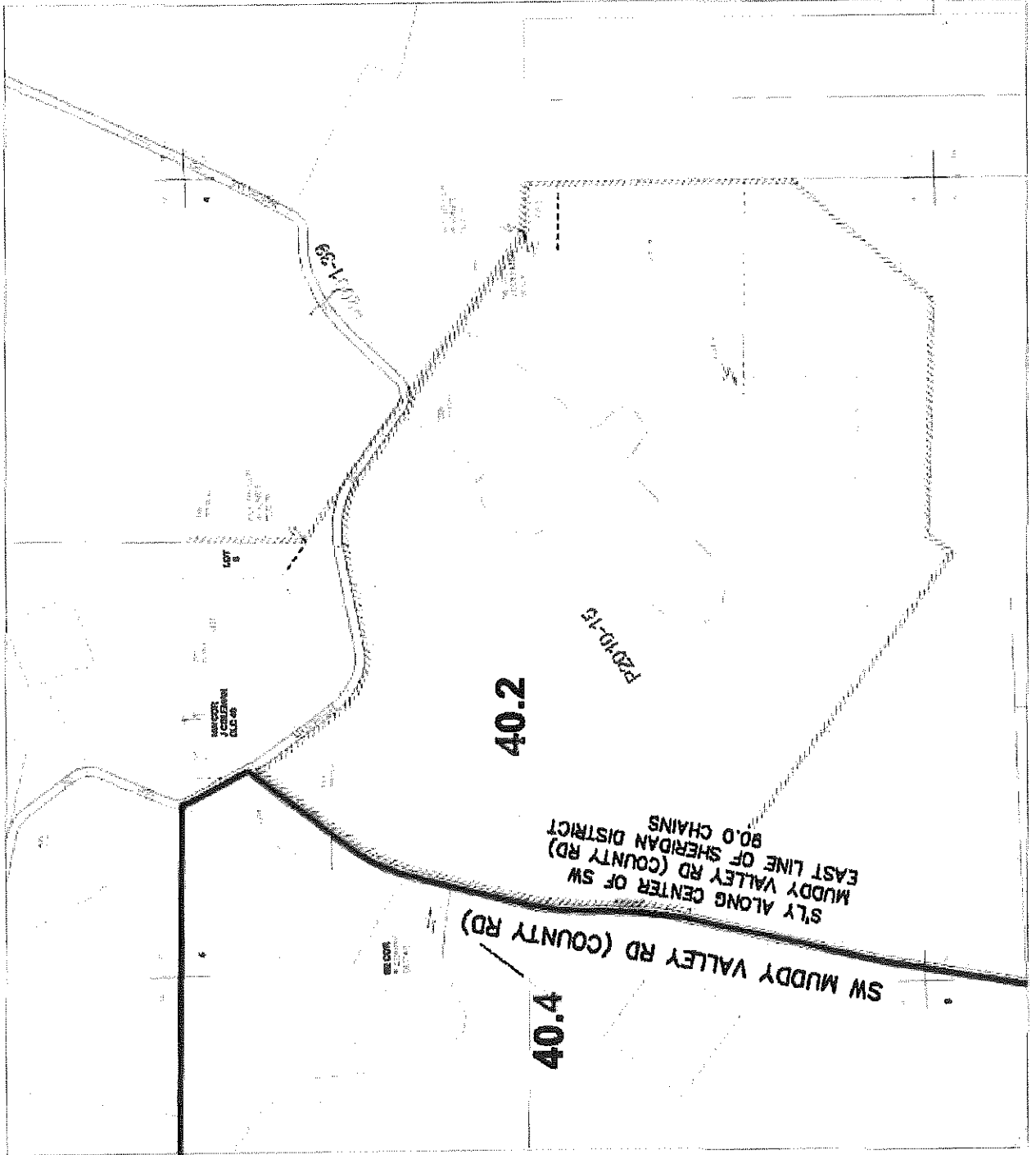
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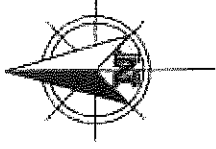
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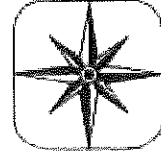
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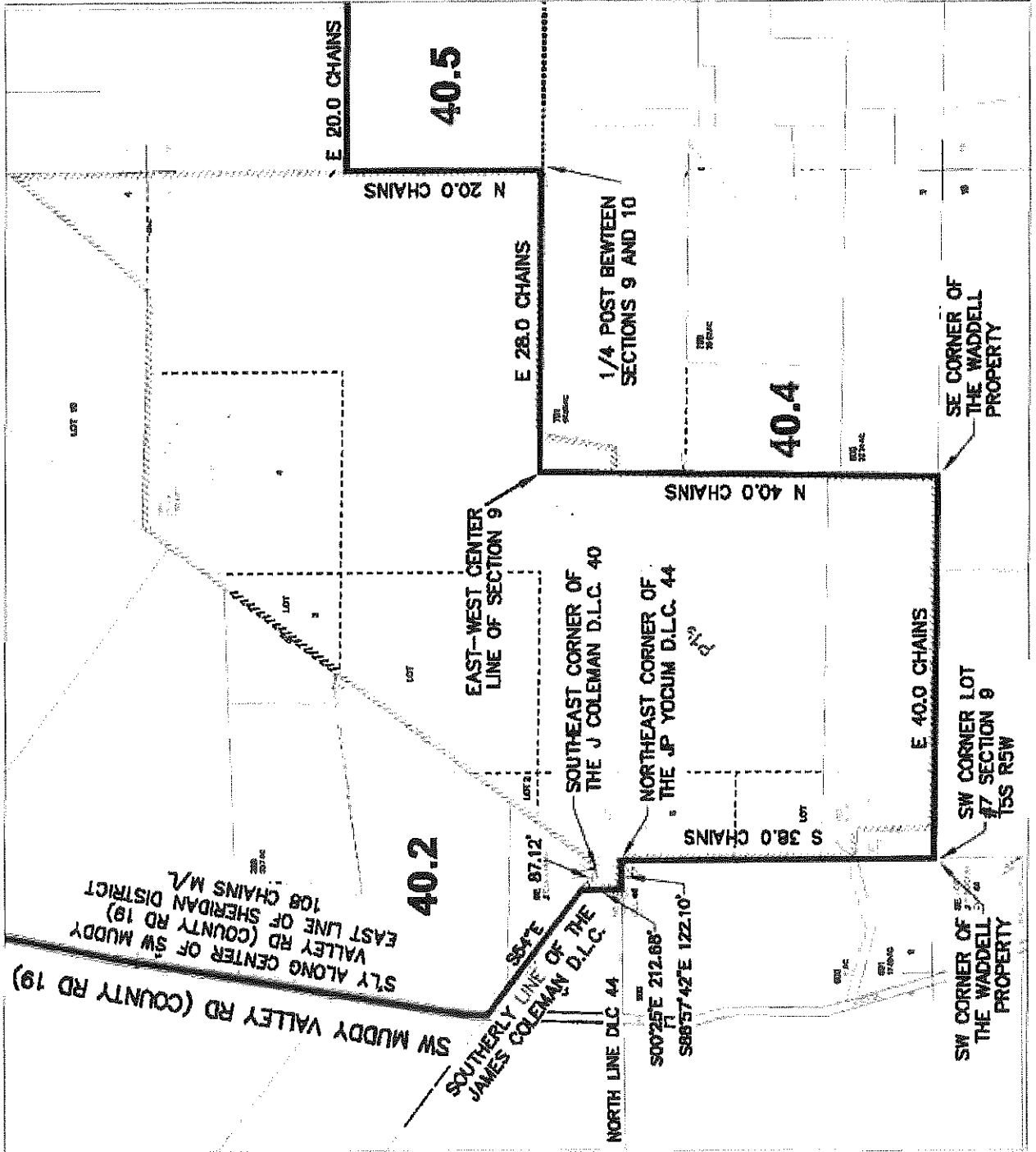


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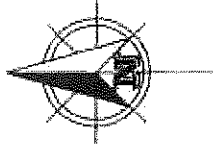


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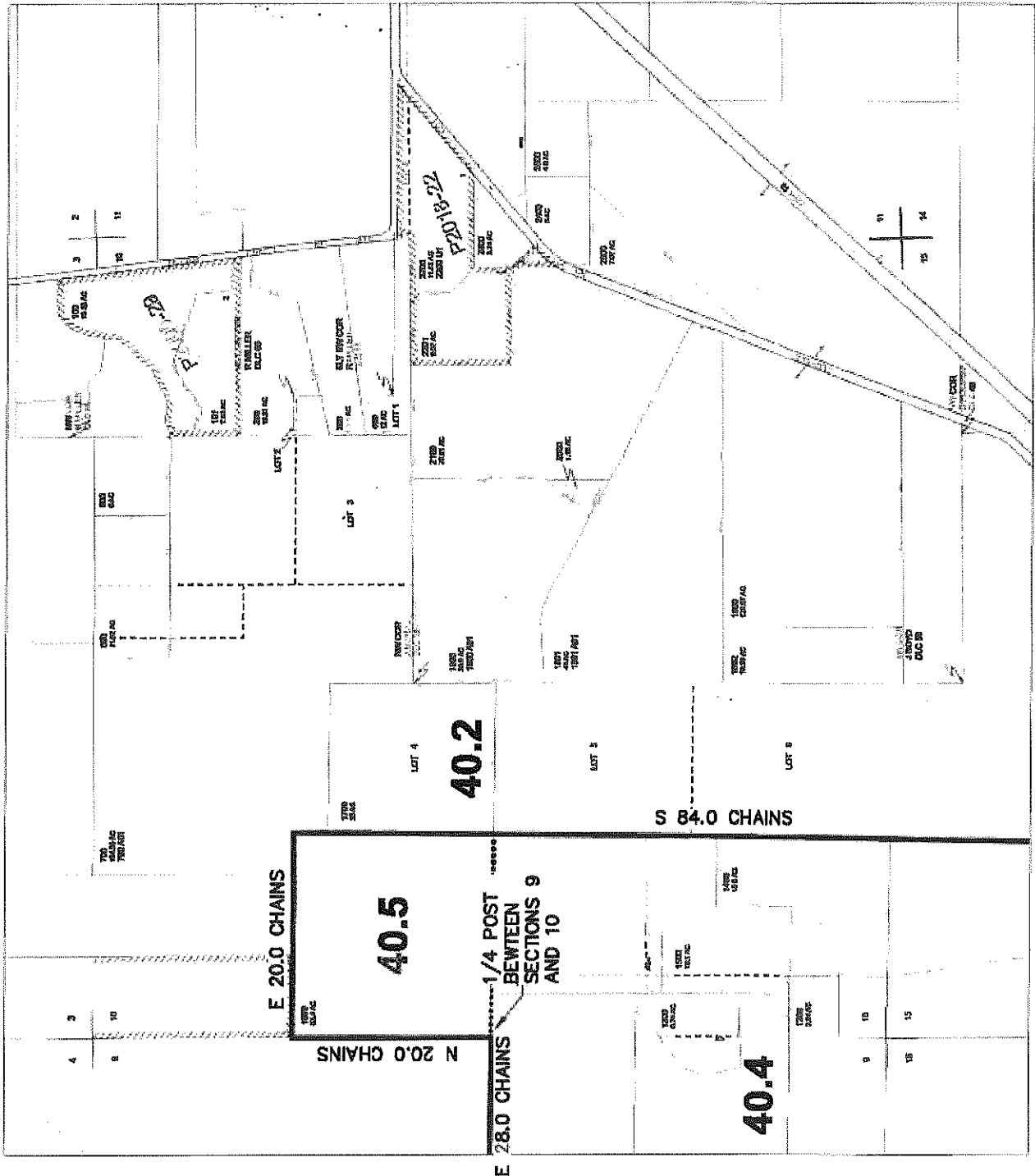
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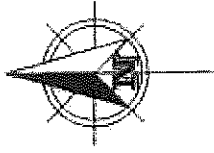
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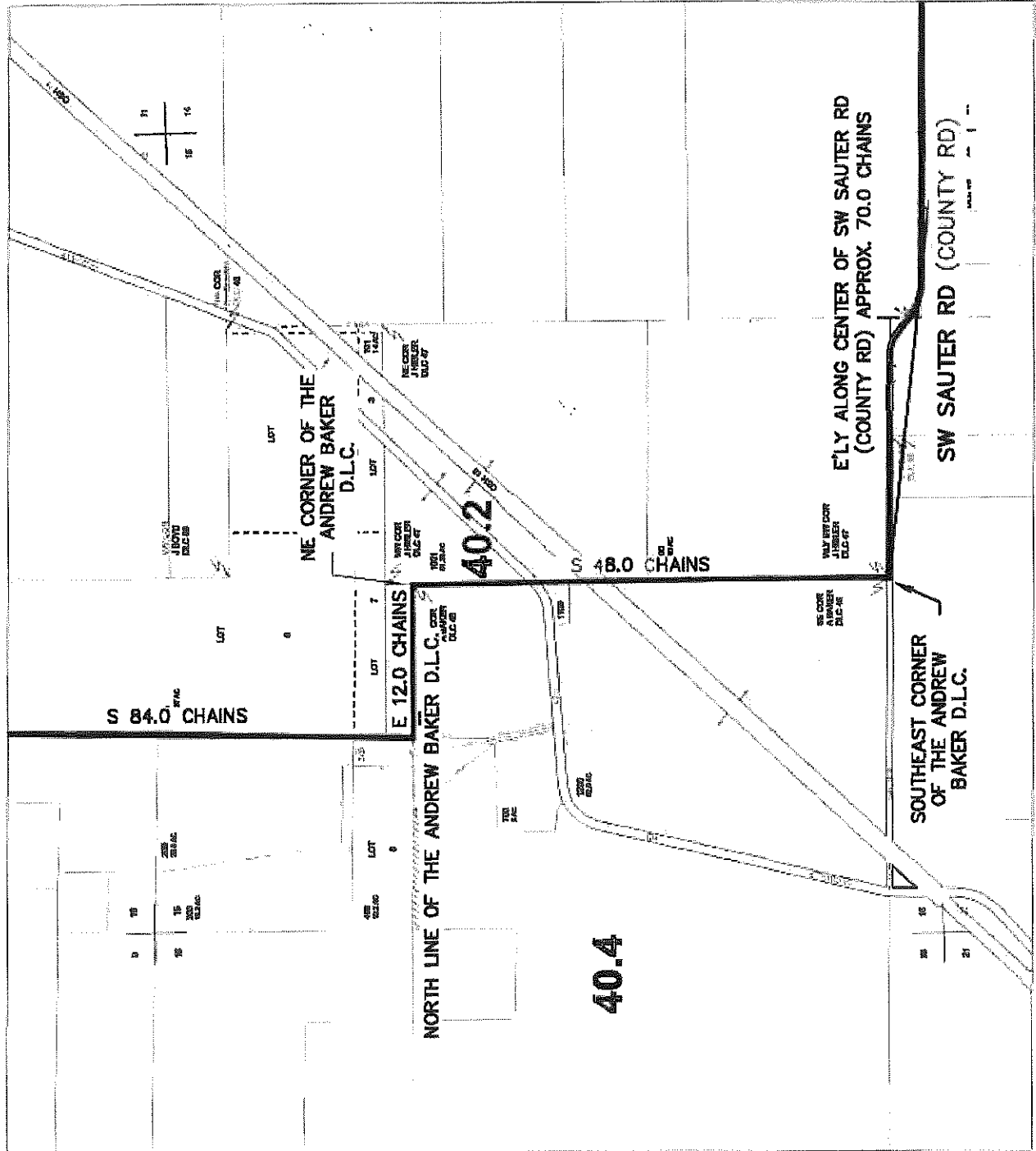
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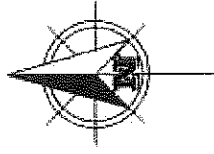
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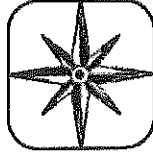
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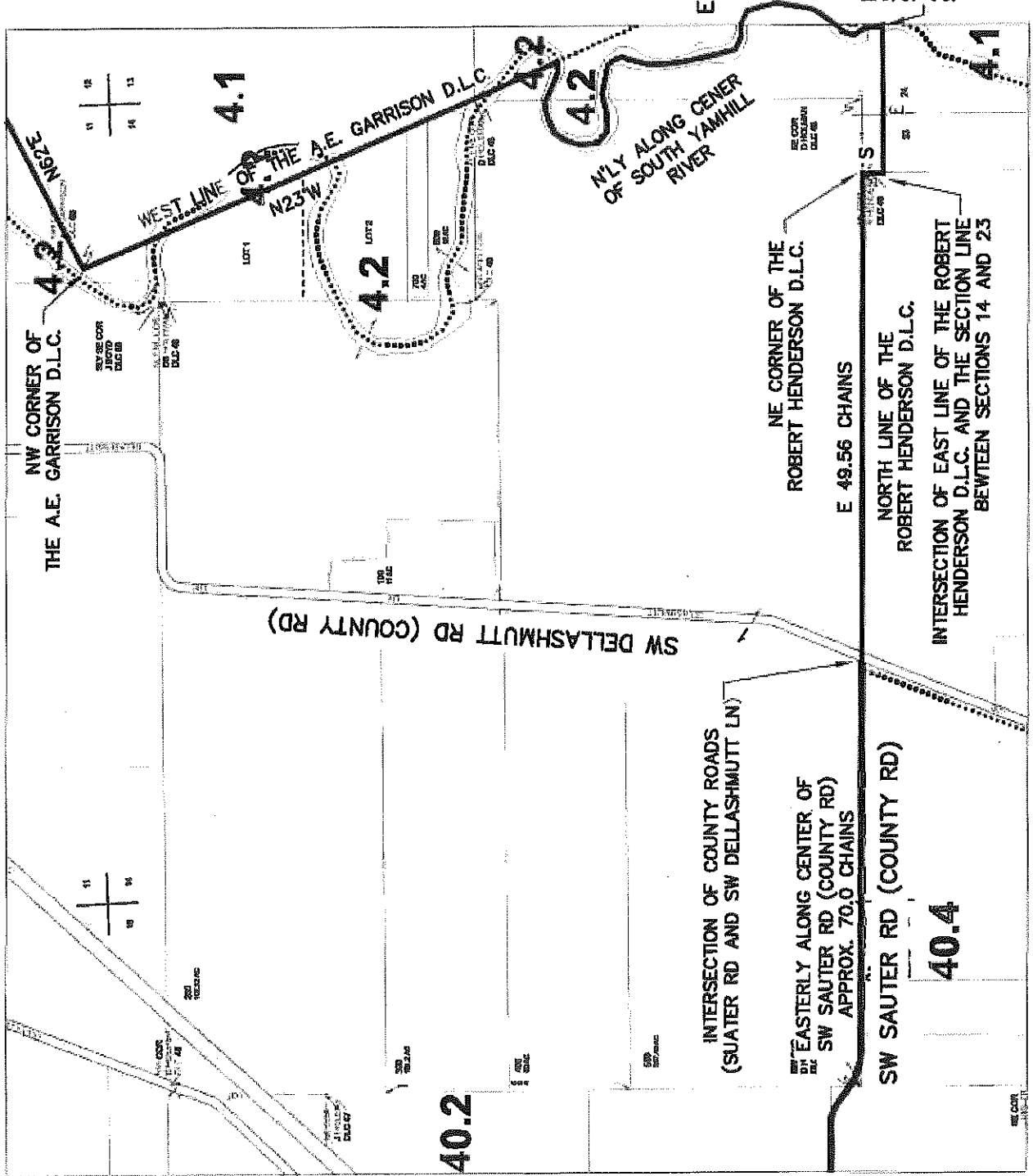


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 DATED 6/24/2019)

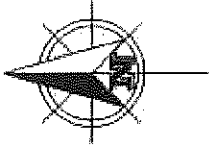


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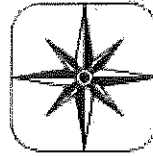
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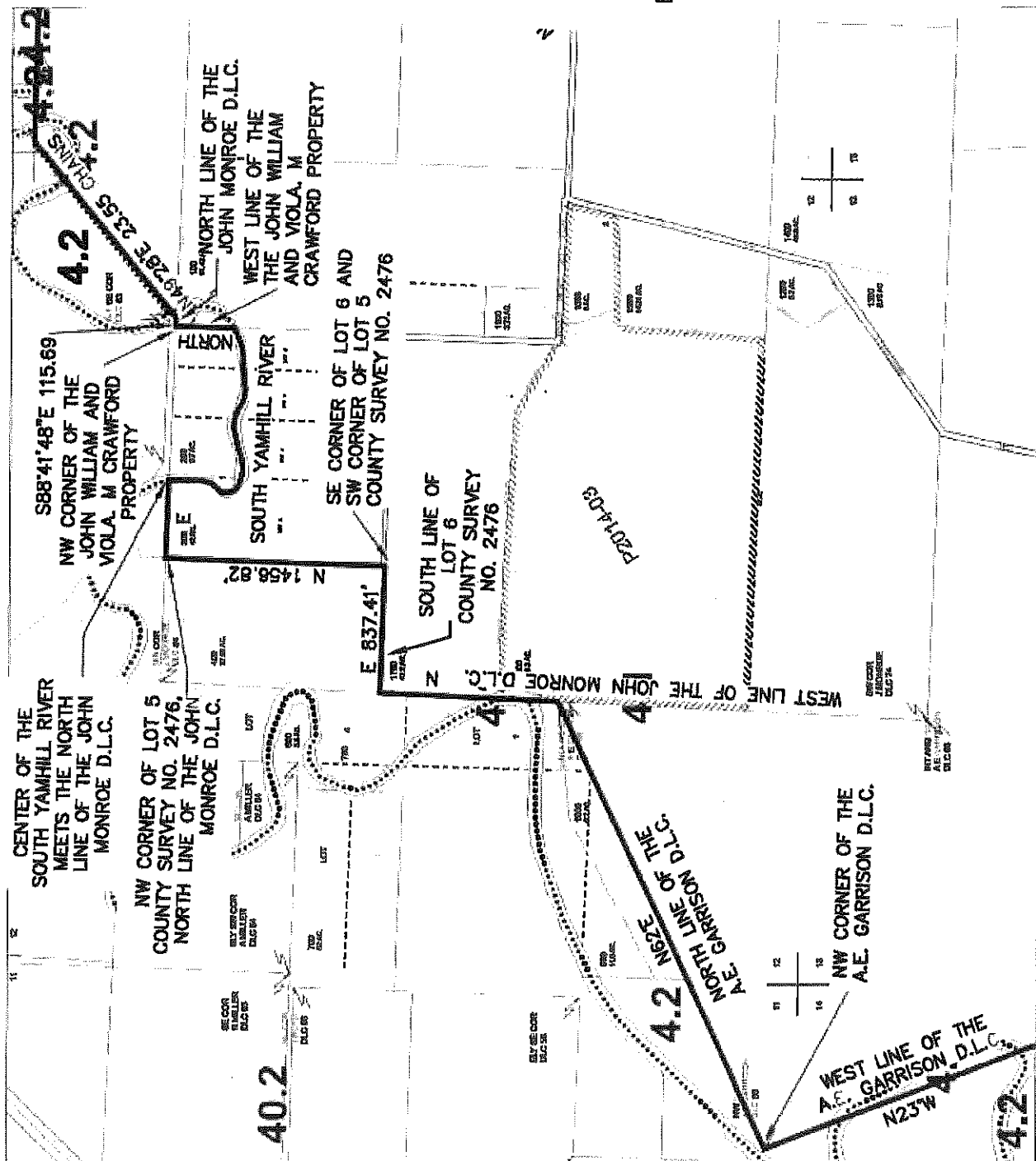


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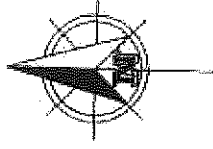
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# EXHIBIT MAP

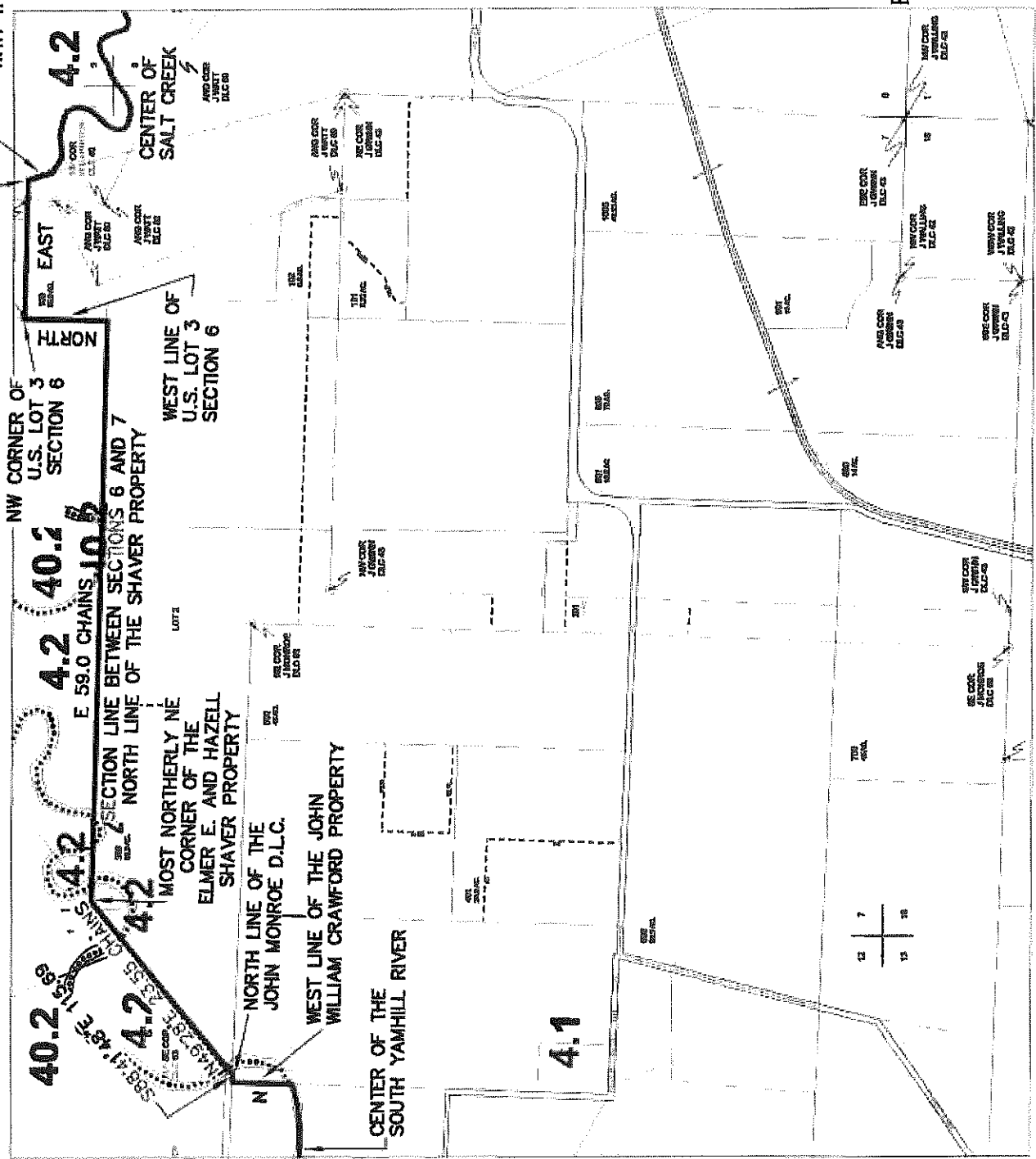
S ALONG THE EAST LINE OF U.S. LOT 3 AND WEST LINE OF THE WILLIAM GARRISON D.L.C. TO THE INTERSECTION WITH THE CENTER OF SALT CREEK



NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.07  
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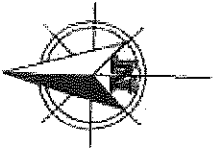


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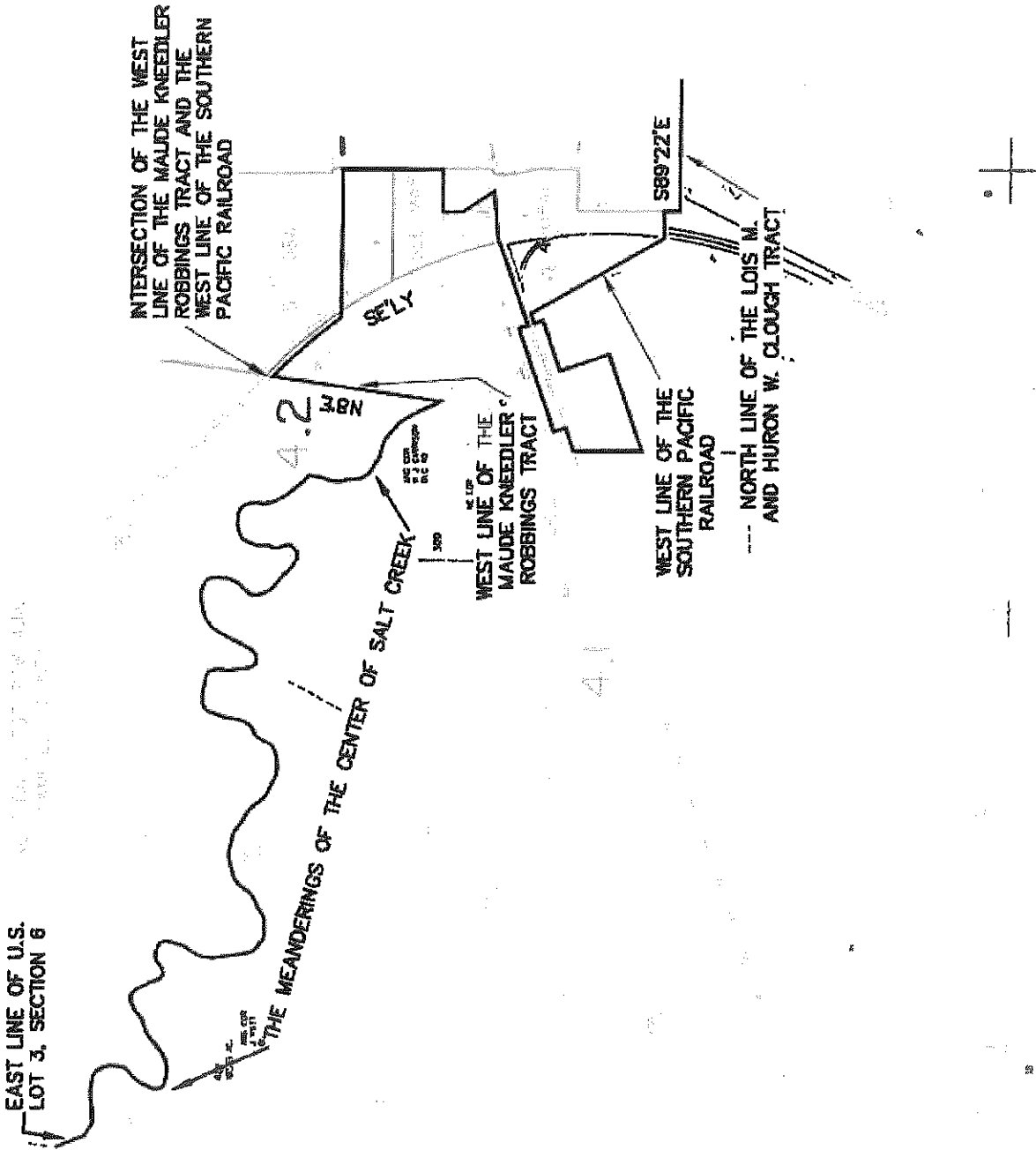
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 DATED 3/22/2012)



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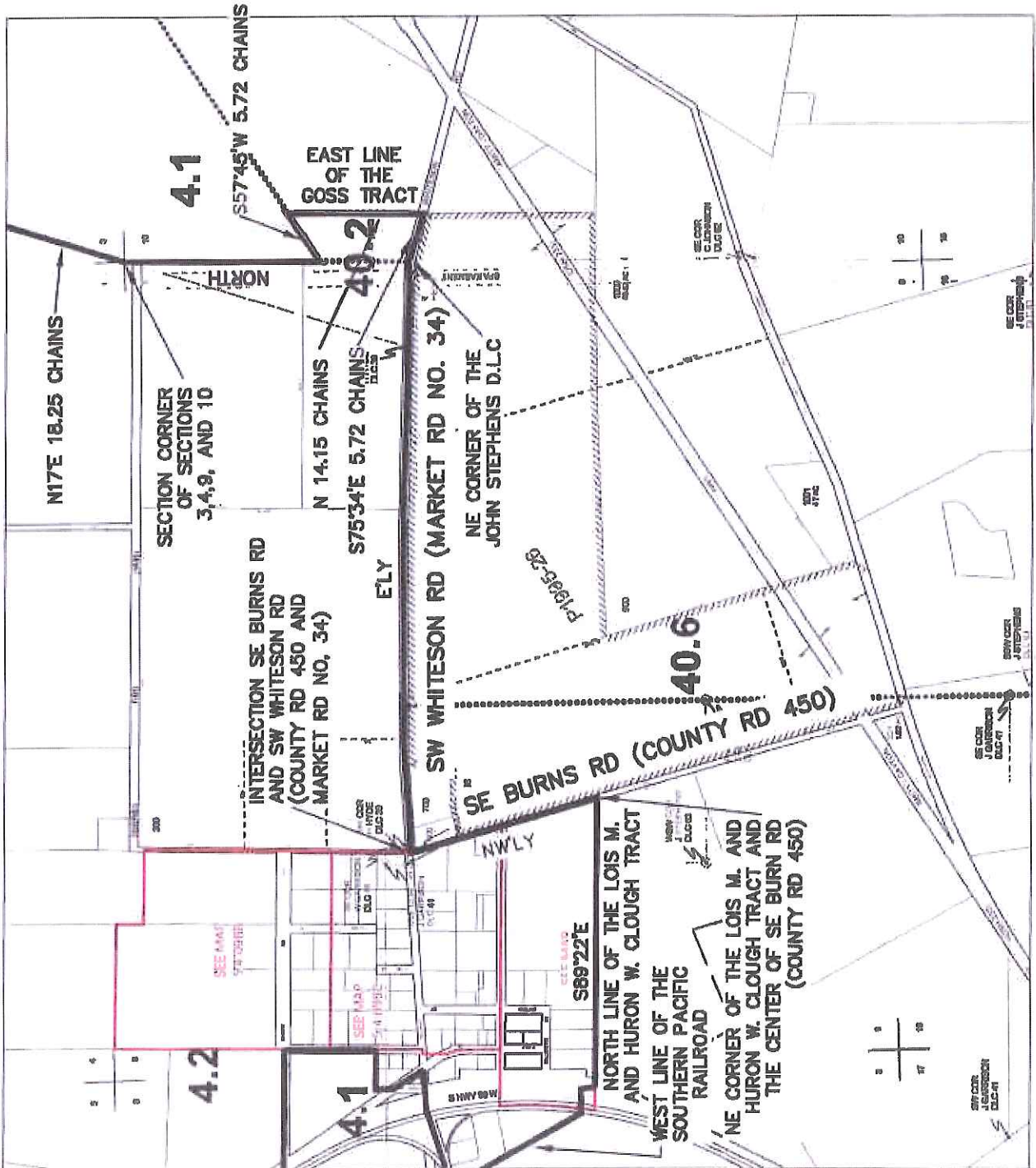
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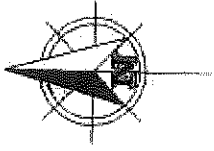
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 DATED 1/8/2020)



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



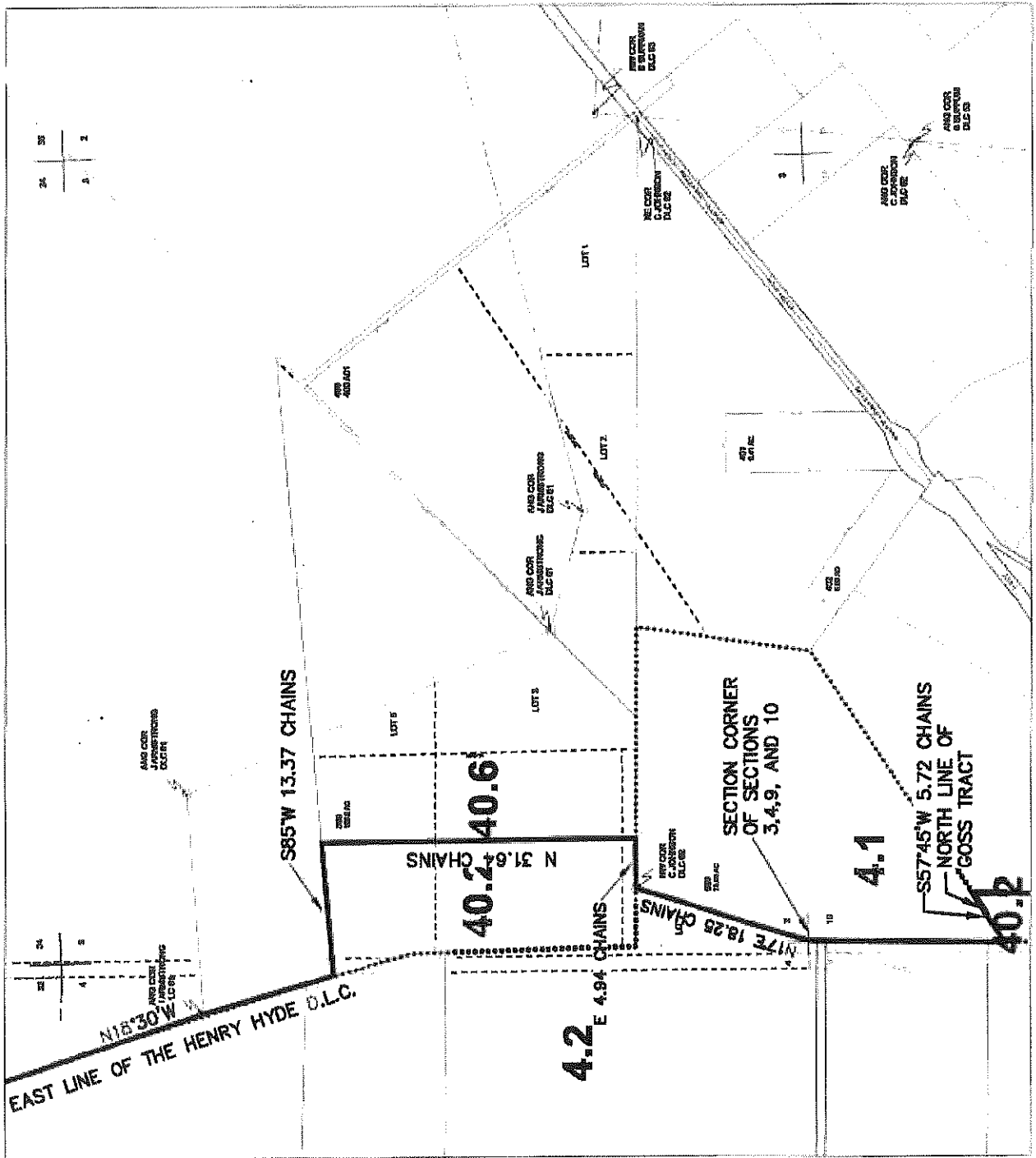
# EXHIBIT MAP



NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 5.4.03  
 DATED 5/20/2019)



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



# EXHIBIT MAP

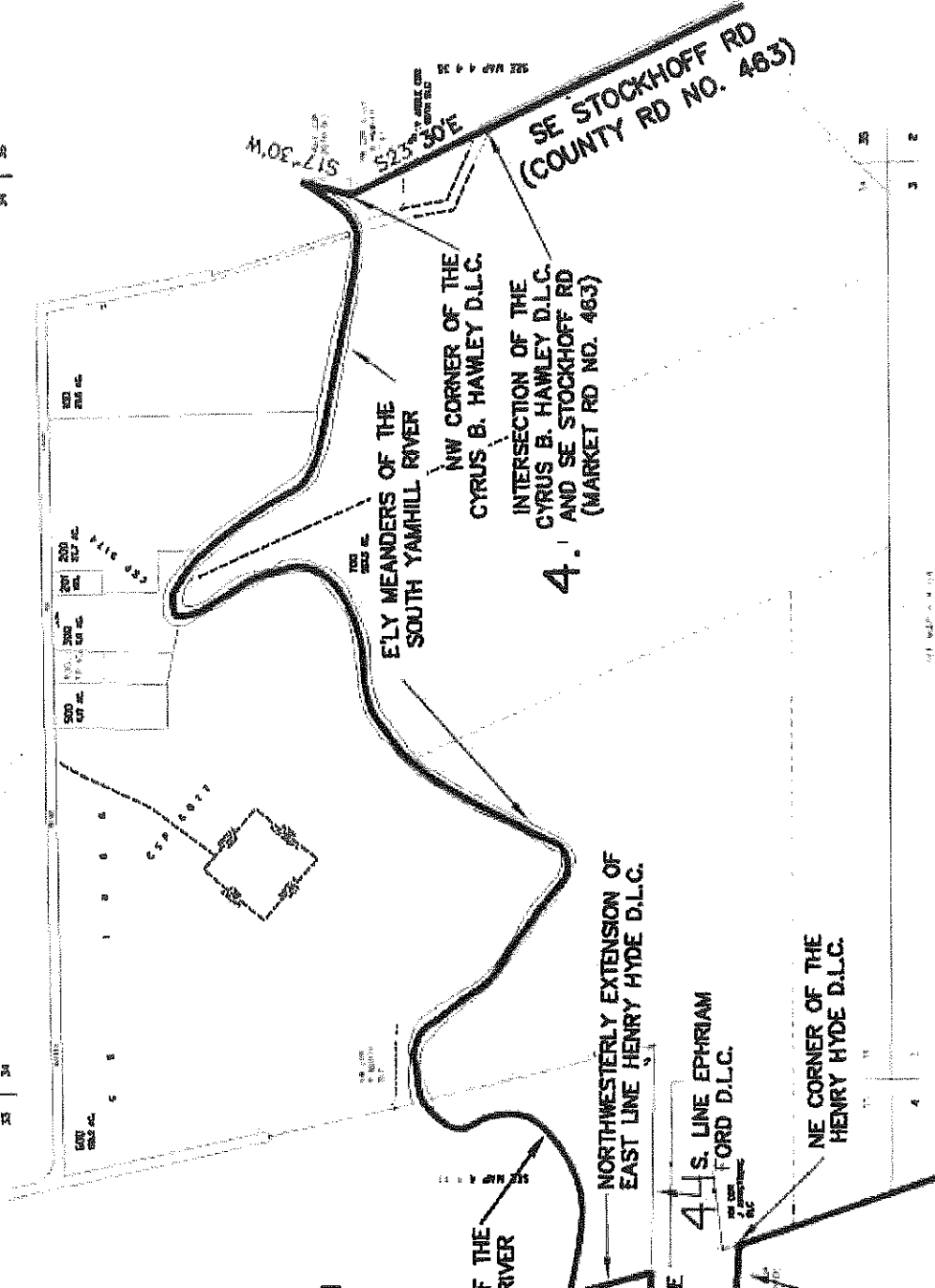
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YAMHILL COUNTY  
P.L. 4007

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& TAX MAP 4.4.34  
DATED 2/21/2002)



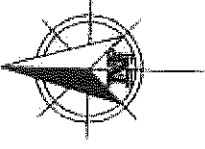
**BARKER  
SURVEYING**

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



# EXHIBIT MAP

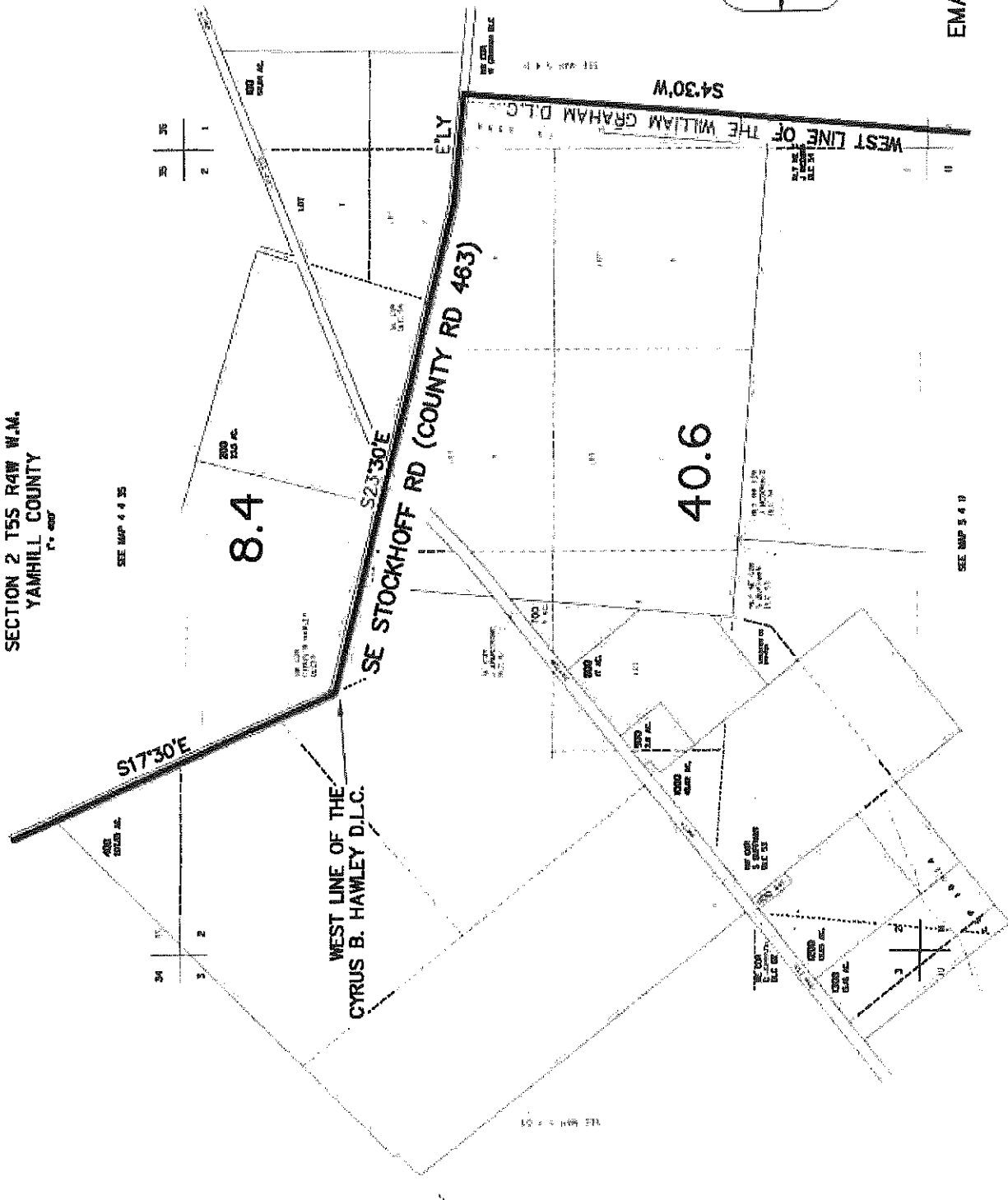
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YAMHILL COUNTY  
T<sup>4</sup> 40P



NOT TO SCALE  
DATE: 05/08/2023  
(YAMHILL ASSESSMENT  
& TAX MAP 5.4.02  
DATED 6/30/2010)



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

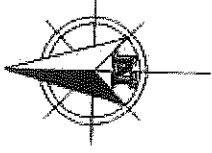


Amended on 06.28.23

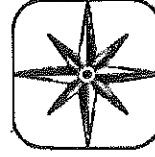
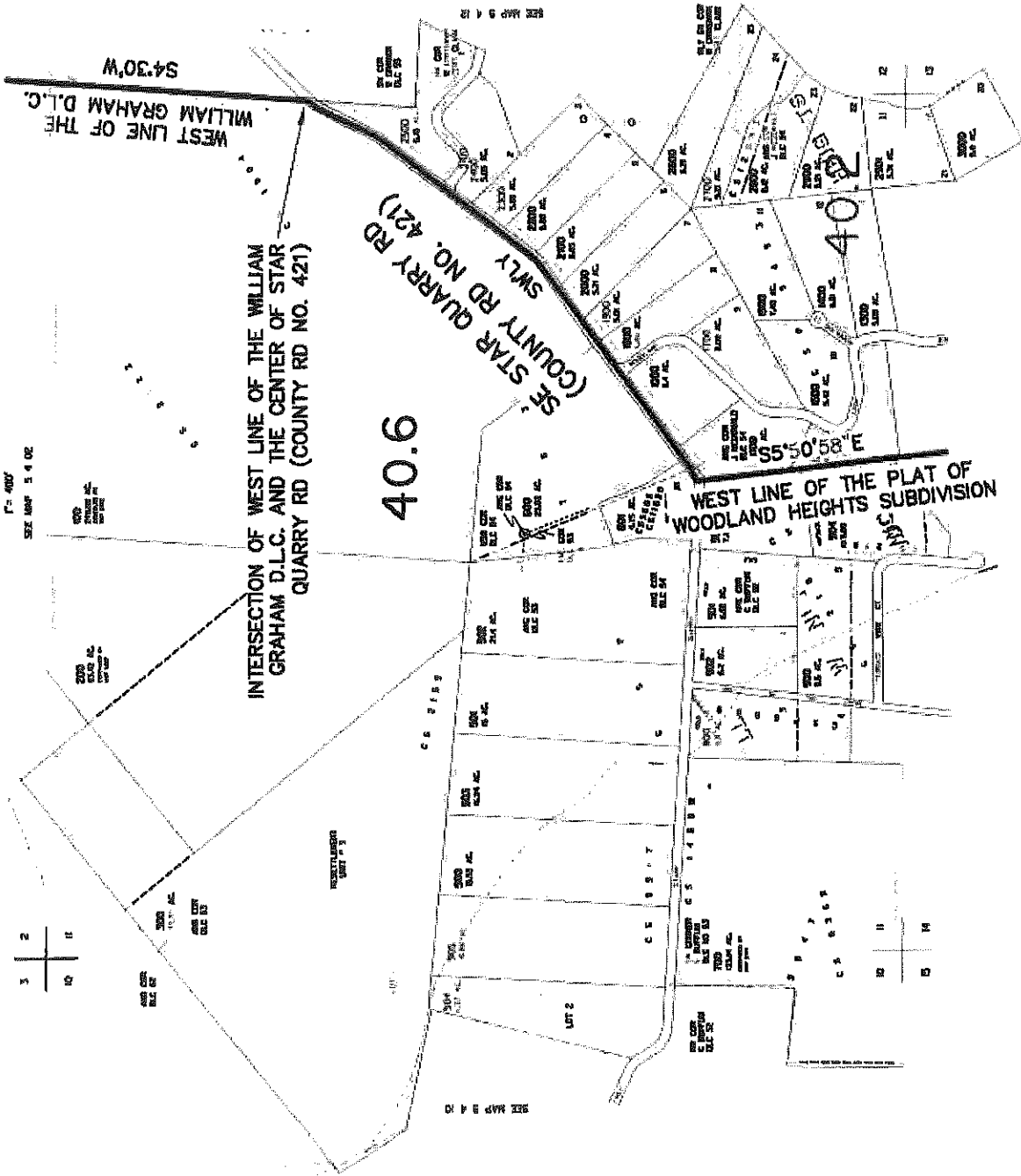
# EXHIBIT MAP

SECTION 11 T5S R4W WLM.  
YAMHILL COUNTY

1" = 400'  
SEE MAP 5 4 02



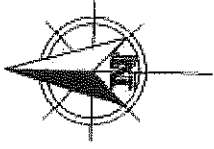
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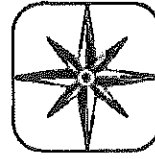
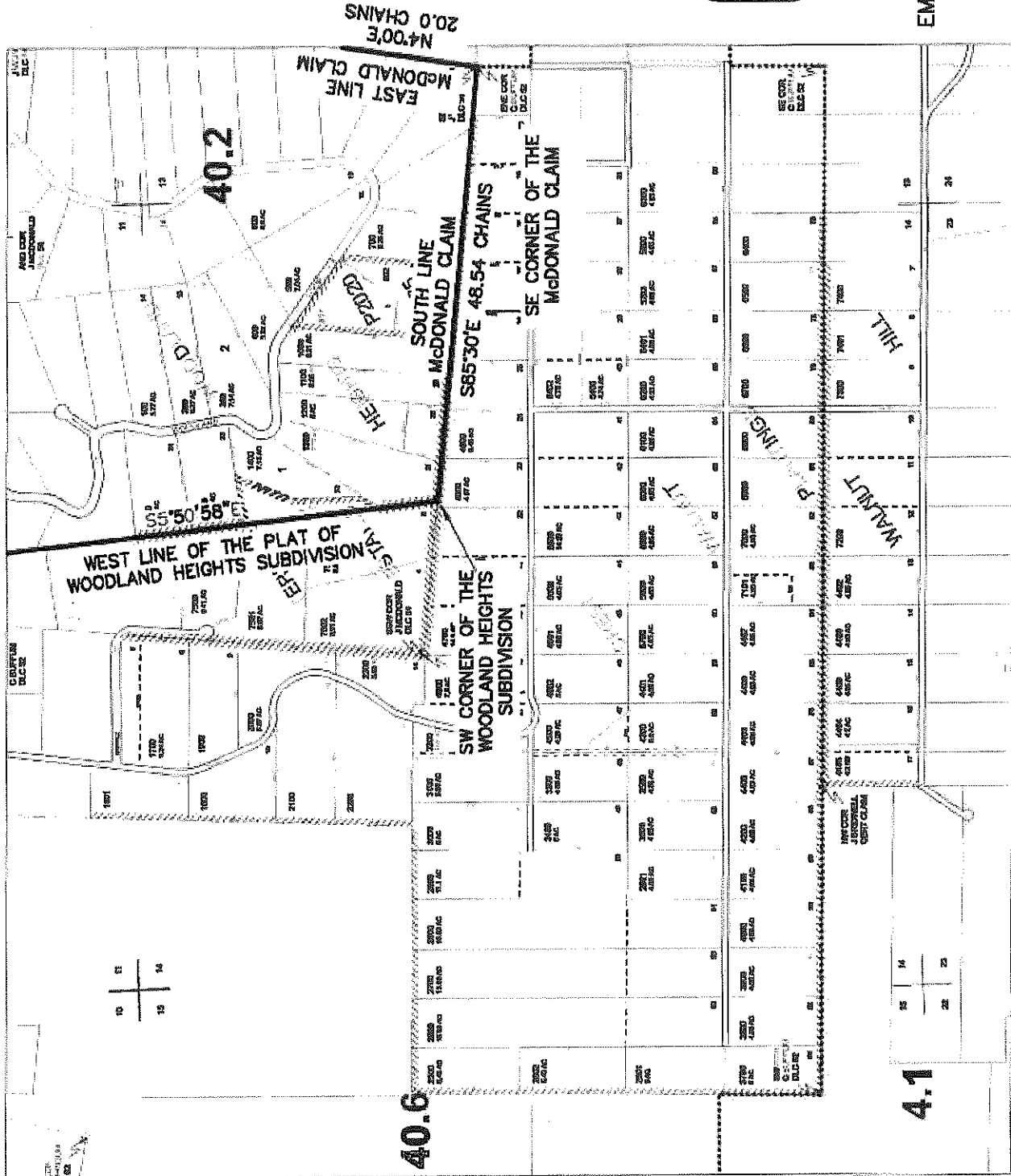
**BARKER  
SURVEYING**

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

# EXHIBIT MAP



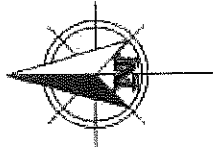
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 & TAX MAP 5.4.14  
 DATED 4/9/2021)



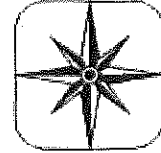
**BARKER  
 SURVEYING**

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

# EXHIBIT MAP

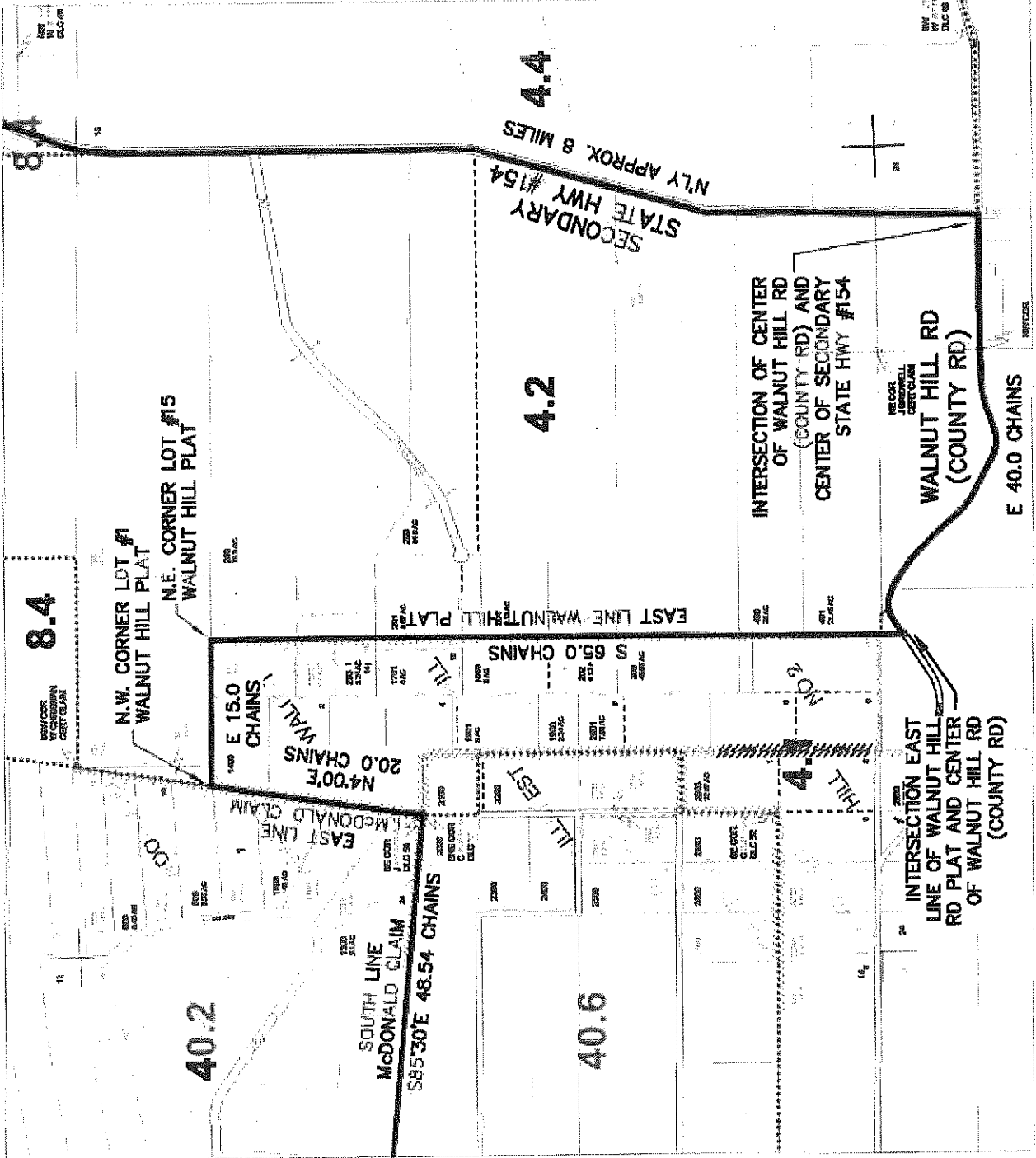


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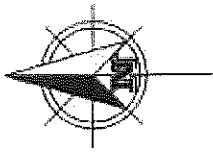
**BARKER  
 SURVEYING**

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



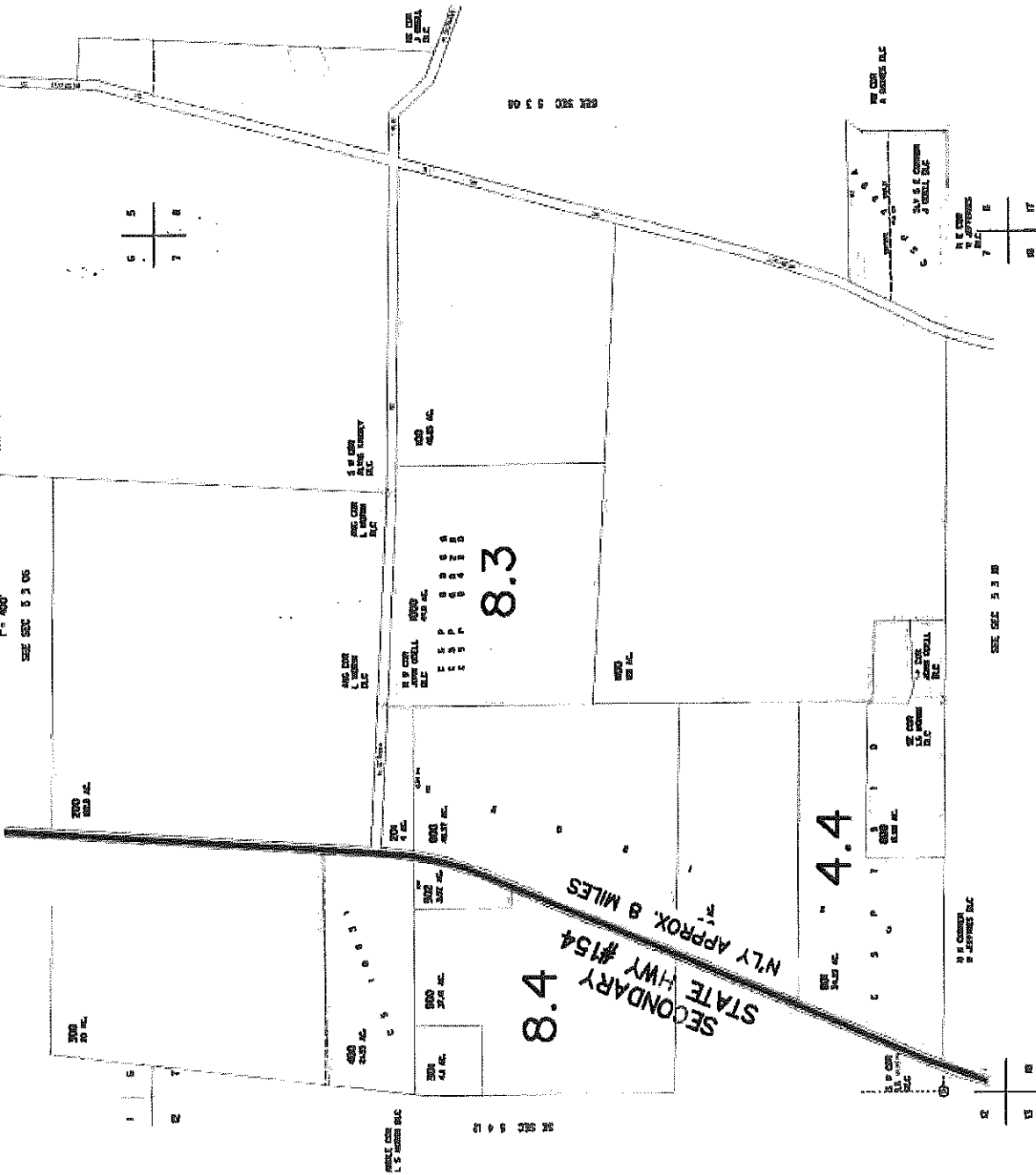


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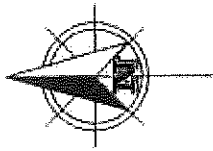
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 (YAMHILL ASSESSMENT  
 & TAX MAP 5.3.07  
 DATED 2/16/2006)

SECTION 7 T5S R3W W.M.  
 YAMHILL COUNTY  
 T<sup>4</sup> S 400'

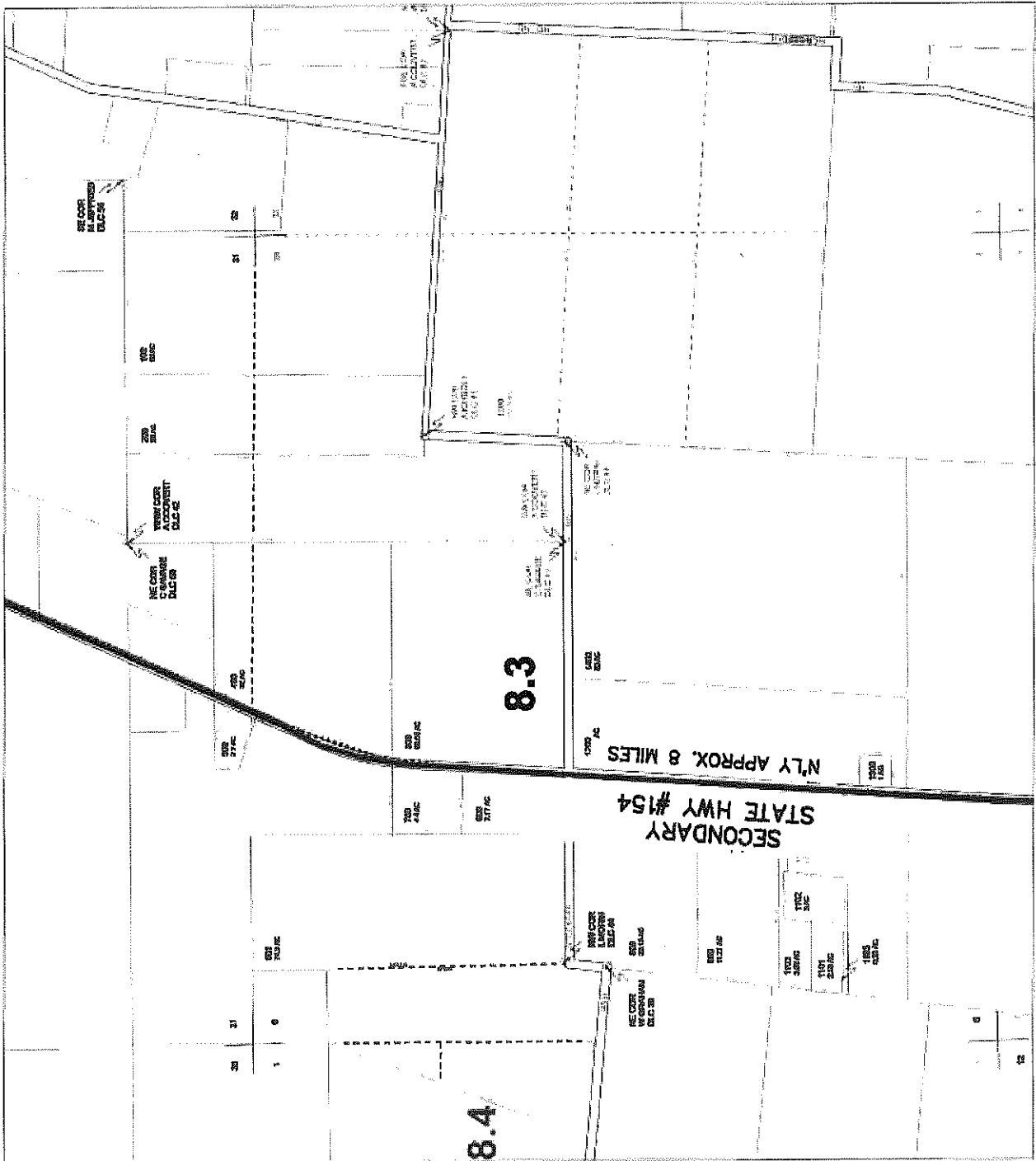


3657 KASHMIR WAY SE  
 SALEM, OREGON 97317  
 PHONE (503) 588-8800  
 FAX (503) 363-2469  
 EMAIL: GREG@BARKERWILSON.COM

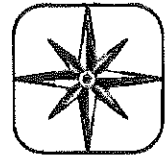
# EXHIBIT MAP



NOT TO SCALE  
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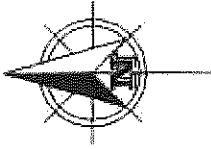
Amended on 06.28.23



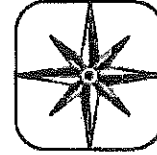
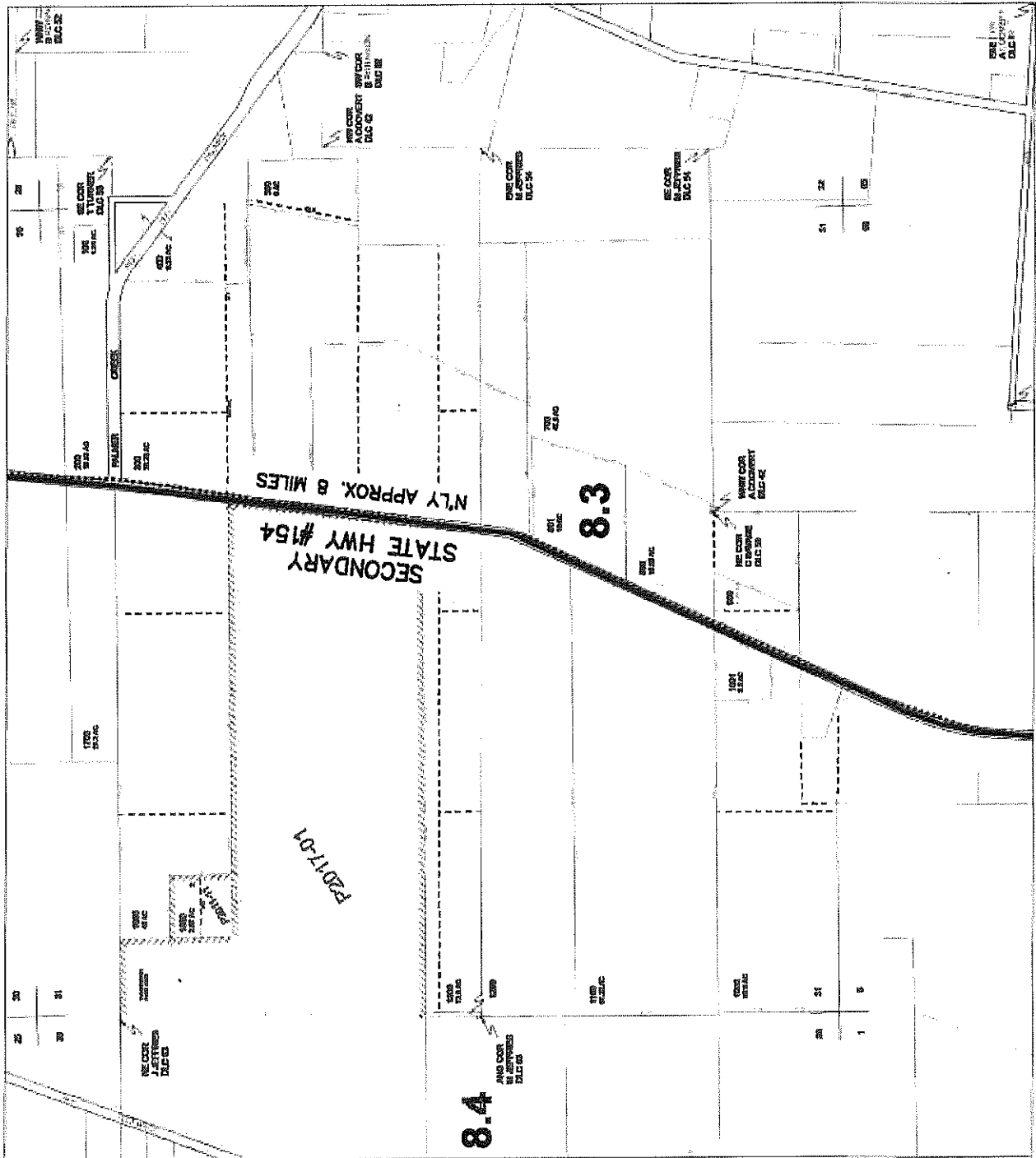
**BARKER  
 SURVEYING**

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

# EXHIBIT MAP



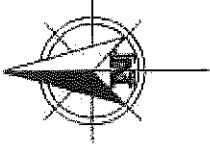
NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.3.31  
 DATED 2/23/2022)



**BARKER  
 SURVEYING**

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

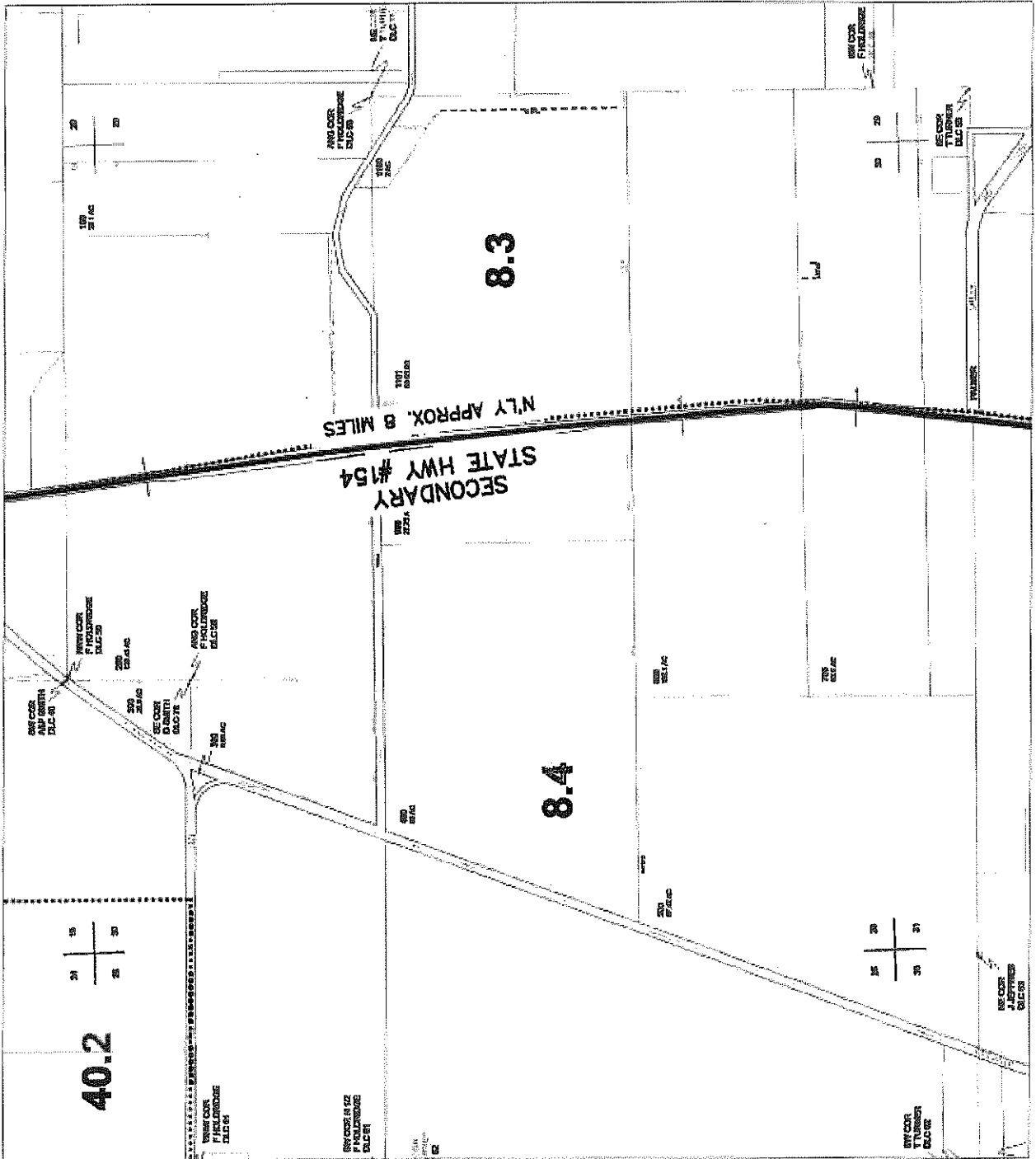
# EXHIBIT MAP



NOT TO SCALE  
 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
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 DATED 12/14/2018)



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

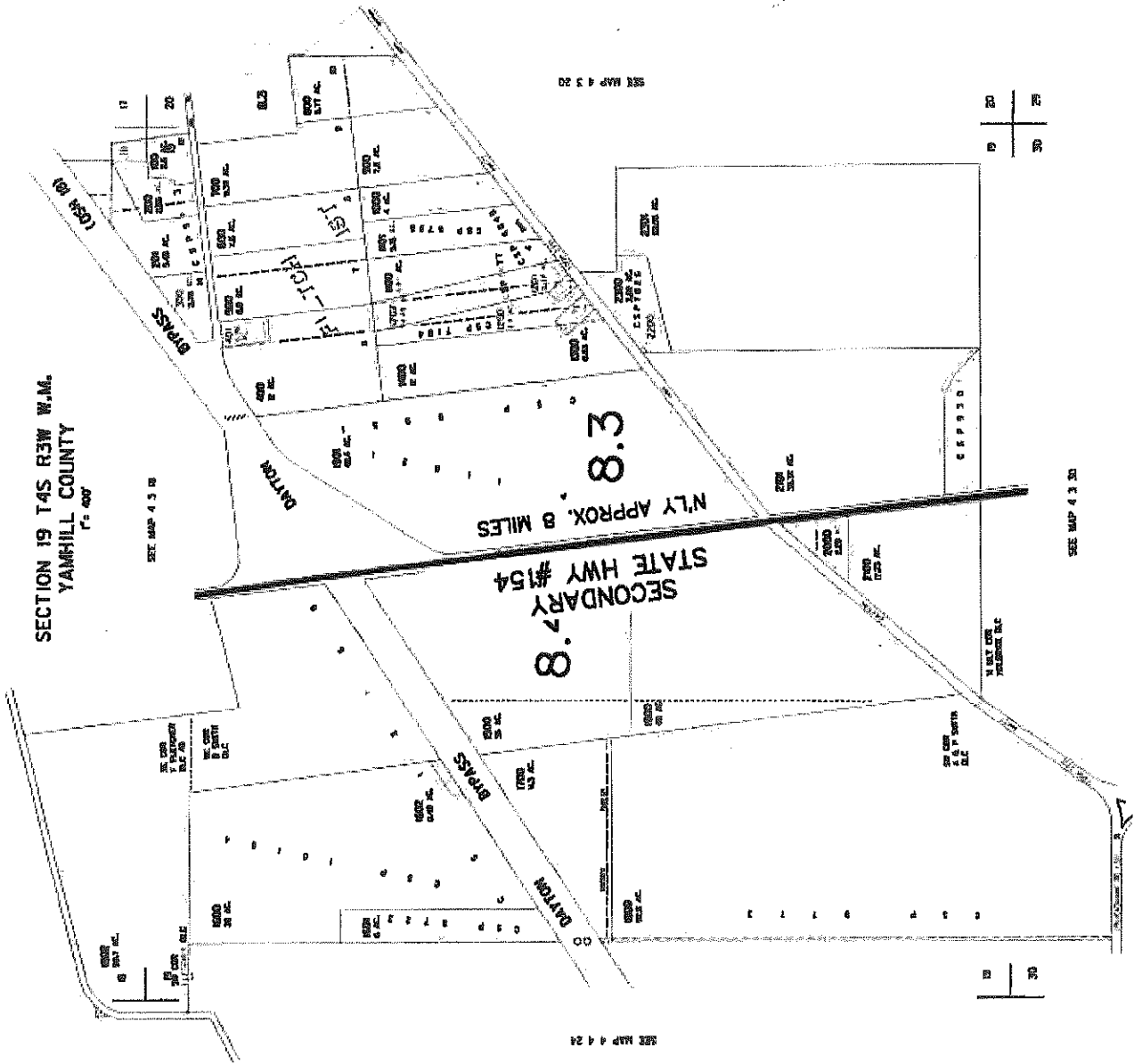


# EXHIBIT MAP

SECTION 19 T4S R3W W.M.  
YAMHILL COUNTY  
T = 407

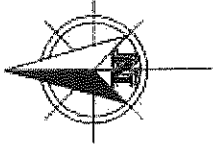


NOT TO SCALE  
DATE: 05/08/2023  
(YAMHILL ASSESSMENT  
& TAX MAP 4.3.19  
DATED 4/10/2006)



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

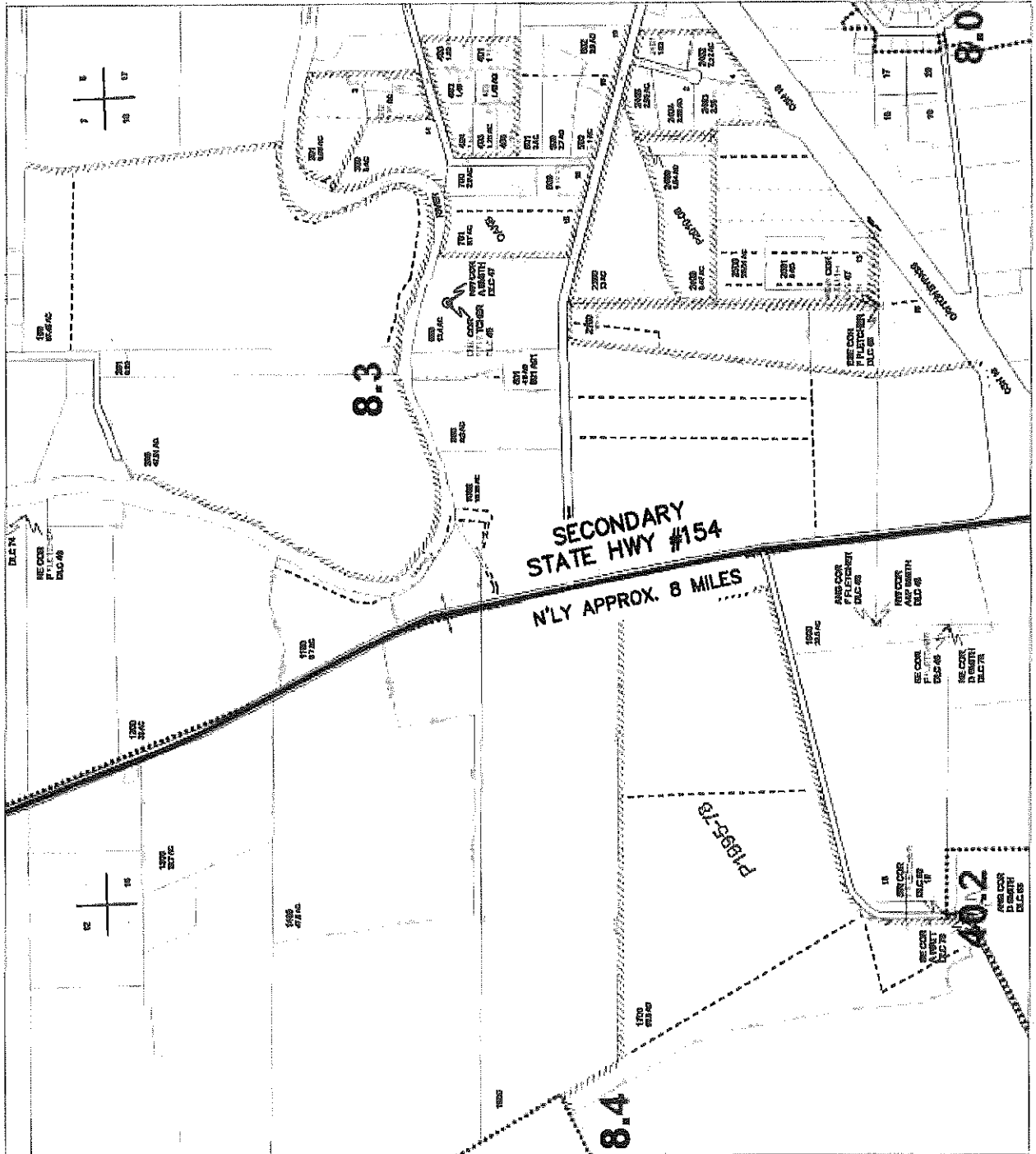
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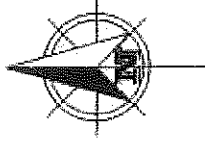
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 (YAMHILL ASSESSMENT  
 & TAX MAP 4.3.18  
 DATED 3/7/2019)



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



# EXHIBIT MAP

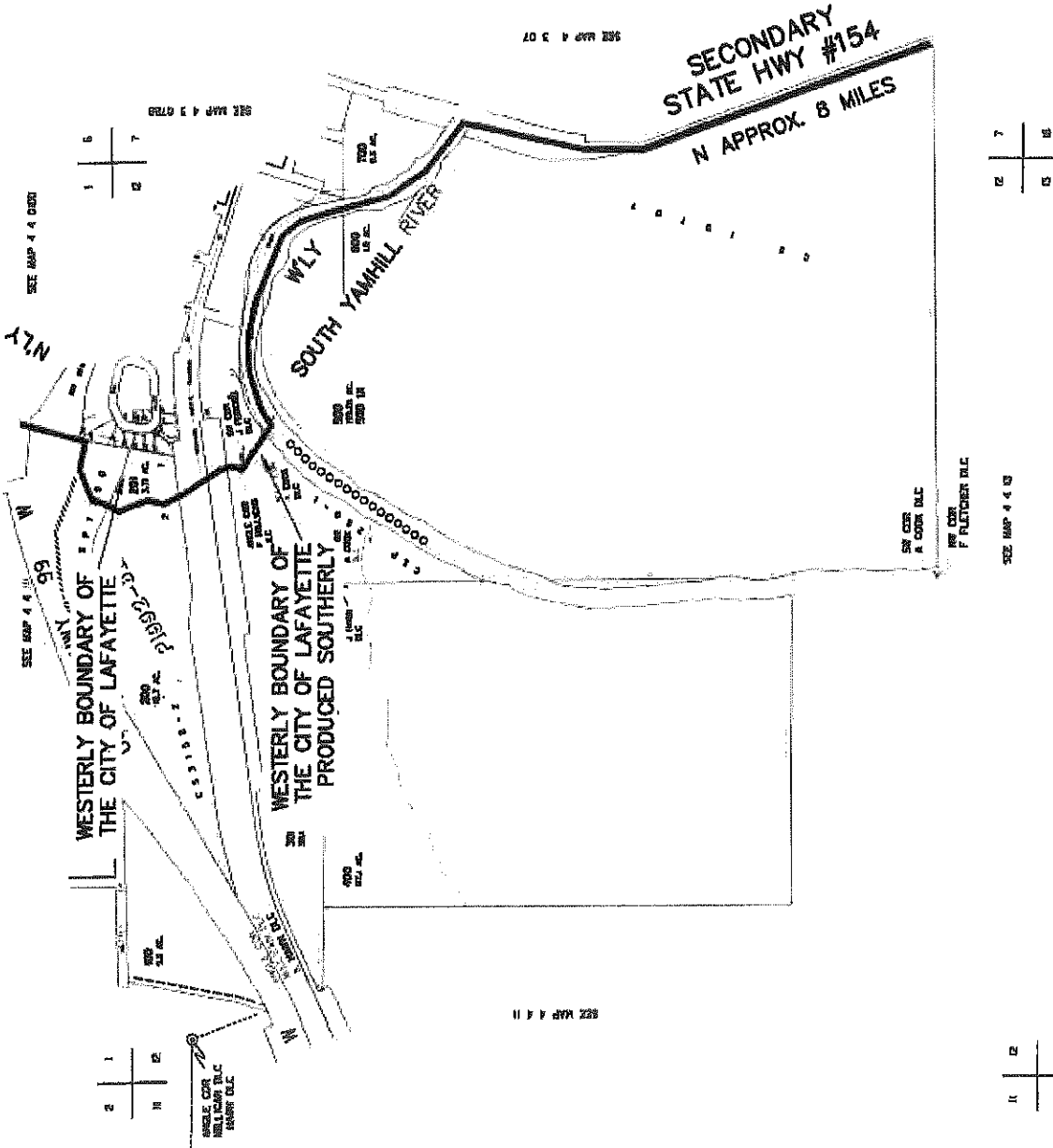


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 DATE: 05/08/2023  
 (YAMHILL ASSESSMENT  
 & TAX MAP 4.4.12  
 DATED 5/17/2006)



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

SECTION 12 T4S R4W W.M.  
 YAMHILL COUNTY



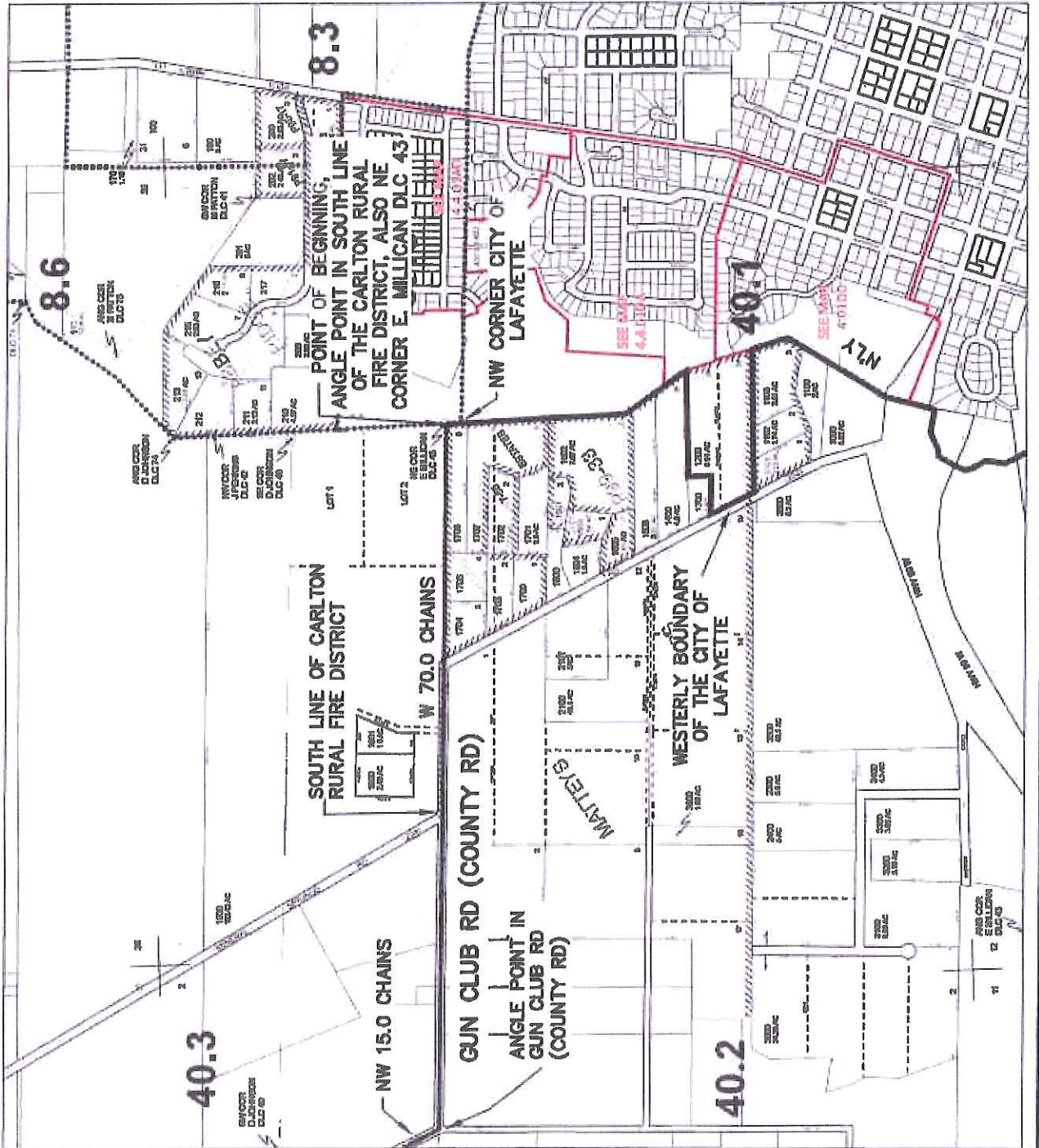
# EXHIBIT MAP



NOT TO SCALE  
 DATE: 05/08/2023  
 (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 C**

(see attached)

**McMinnville Fire District  
(Proposed) Cumulative**

Special District May 16, 2023

Run Time 4:19 PM  
Run Date 06/08/2023

**Yamhill County, Oregon**

May 16, 2023 Special District Election

5/16/2023

Page 1

**Official Results**

Registered Voters  
9632 of 74500 = 12.93%

Precincts Reporting  
23 of 23 = 100.00%

**McMinnville Fire District (Proposed) Directors, 5 At-Large**

Choice	Party	Vote by Mail		Total	
Ray Pratt		4,224	14.07%	4,224	14.07%
Jerry Hubbard		1,037	3.45%	1,037	3.45%
Nick Hubbard		1,142	3.80%	1,142	3.80%
Josh Traff		4,580	15.25%	4,580	15.25%
Daniel Sparrow		4,851	16.16%	4,851	16.16%
Brian Smith		5,032	16.76%	5,032	16.76%
Debbie McDermott		2,356	7.85%	2,356	7.85%
Adam D Garvin		4,045	13.47%	4,045	13.47%
Dennis L Goecks		2,758	9.19%	2,758	9.19%
Cast Votes:		30,025	100.00%	30,025	100.00%
Undervotes:		17,808		17,808	
Overvotes:		20		20	
Misc. Write-in:		227		227	

**Measure 36-227 - McMinnville Fire District (Proposed)**

Choice	Party	Vote by Mail		Total	
Yes		5,544	60.16%	5,544	60.16%
No		3,672	39.84%	3,672	39.84%
Cast Votes:		9,216	100.00%	9,216	100.00%
Undervotes:		415		415	
Overvotes:		1		1	
Misc. Write-in:		0		0	

\*\*\* End of report \*\*\*

I CERTIFY THAT THE VOTES RECORDED ON THIS  
ABSTRACT CORRECTLY SUMMARIZE THE TALLY  
OF VOTES CAST AT THE ELECTION INDICATED.

SIGNATURE OF COUNTY CLERK:

DATE OF ABSTRACT.

*[Handwritten Signature]*  
June 8, 2023



**McMinnville Fire District  
(Proposed) Canvass**  
 Special District May 16, 2023  
 Run Time: 4:18 PM  
 Run Date: 05/08/2023

**Yamhill County, Oregon**

**May 16, 2023 Special District Election**

5/16/2023

Page 2

**Official Results**  
 Registered Voters  
 9632 of 74500 = 12.93%  
 Precincts Reporting  
 23 of 23 = 100.00%

**Measure 36-227 - McMinnville Fire District (Proposed)**

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Misc. Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
010	10	27	37	0	0	0	37	37	0	0.00%
012	11	18	29	2	0	0	31	31	110	28.18%
014	612	411	1,023	32	0	0	1,055	1,055	3,334	31.64%
015	552	416	968	52	0	0	1,020	1,020	3,258	31.31%
016	506	391	897	41	0	0	938	938	2,968	31.60%
017	735	431	1,166	50	0	0	1,216	1,216	3,350	36.30%
018	1,580	842	2,422	122	0	0	2,544	2,544	5,525	46.05%
019	806	466	1,272	56	0	0	1,328	1,328	4,384	30.29%
021	1	2	3	0	0	0	3	3	71	4.23%
022	183	147	330	21	1	0	352	352	997	35.31%
023	474	427	901	29	0	0	930	930	6	15500.0
024	74	94	168	10	0	0	178	178	356	50.00%
<b>Totals</b>	<b>5,544</b>	<b>3,672</b>	<b>9,216</b>	<b>415</b>	<b>1</b>	<b>0</b>	<b>9,632</b>	<b>9,632</b>	<b>24,359</b>	<b>39.54%</b>

**Exhibit D**

(see attached)

**McMinnville Rural Fire District  
Cumulative Report**

Special District May 16, 2023

Run Time: 4:15 PM  
Run Date: 05/05/2023

**Yamhill County, Oregon**

May 16, 2023 Special District Election

5/16/2023

Page 1

**Official Results**

Registered Voters  
1531 of 74500 = 2.06%

Precincts Reporting  
23 of 23 = 100.00%

**McMinnville Rural Fire Protection District, Directors, 3 At-Large**

Choice	Party	Vote by Mail		Total	
Mollie Dunckel		563	24.98%	563	24.98%
Phillip Frischmuth		487	21.61%	487	21.61%
Debbie McDermott		497	22.05%	497	22.05%
Lucian Gunderman		707	31.37%	707	31.37%
Cast Votes:		2,254	100.00%	2,254	100.00%
Undervotes:		2,285		2,285	
Overvotes:		1		1	
Misc. Write-in:		51		51	

**Measure 36-226 - McMinnville Rural Fire Protection District**

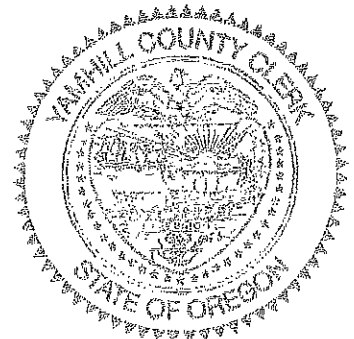
Choice	Party	Vote by Mail		Total	
Yes		779	53.03%	779	53.03%
No		690	46.97%	690	46.97%
Cast Votes:		1,469	100.00%	1,469	100.00%
Undervotes:		60		60	
Overvotes:		2		2	
Misc. Write-in:		0		0	

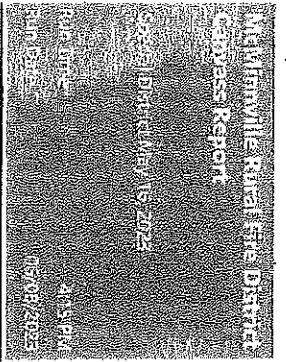
\*\*\* End of report \*\*\*

I CERTIFY THAT THE VOTES RECORDED ON THIS  
ABSTRACT CORRECTLY SUMMARIZE THE TALLY  
OF VOTES CAST AT THE ELECTION INDICATED.

*Keri A. [Signature]*  
SIGNATURE OF COUNTY CLERK:

June 8, 2023  
DATE OF ABSTRACT.





Ballot Issues  
 11/15/2021  
 06/07/2023

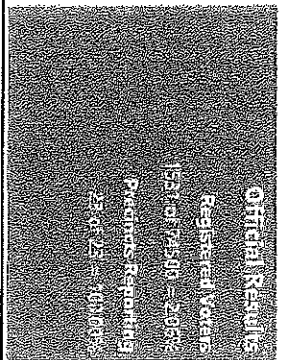
**Yamhill County, Oregon**

May 16, 2023 Special District Election

5/16/2023

Page 2

**Measure 36-226 - McMinnville Rural Fire Protection District**



Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Misc Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
010	10	25	35	2	0	0	37	37	0	0.00%
012	10	19	29	2	0	0	31	31	110	28.18%
017	0	0	0	0	0	0	0	0	3,350	0.00%
021	1	2	3	0	0	0	3	3	71	4.23%
022	192	137	329	21	2	0	352	352	997	35.31%
023	488	415	903	27	0	0	930	930	6	15500.00%
024	78	92	170	8	0	0	178	178	356	50.00%
<b>Totals</b>	<b>779</b>	<b>690</b>	<b>1,469</b>	<b>60</b>	<b>2</b>	<b>0</b>	<b>1,531</b>	<b>1,531</b>	<b>4,890</b>	<b>31.31%</b>

**Exhibit E**

(see attached)

**McMinnville Fire District  
(Proposed) Cumulative**

Special District May 16, 2023

Run Time: 4:19 PM  
Run Date: 06/08/2023

**Yamhill County, Oregon**

May 16, 2023 Special District Election

5/16/2023

Page 1

**Official Results**

Registered Voters  
9632 of 74500 = 12.93%  
Precincts Reporting  
23 of 23 = 100.00%

**McMinnville Fire District (Proposed) Directors, 5 At-Large**

Choice	Party	Vote by Mail		Total	
Ray Pratt		4,224	14.07%	4,224	14.07%
Jerry Hubbard		1,037	3.45%	1,037	3.45%
Nick Hubbard		1,142	3.80%	1,142	3.80%
Josh Traff		4,580	15.25%	4,580	15.25%
Daniel Sparrow		4,851	16.16%	4,851	16.16%
Brian Smith		5,032	16.76%	5,032	16.76%
Debbie McDermott		2,356	7.85%	2,356	7.85%
Adam D Garvin		4,045	13.47%	4,045	13.47%
Dennis L Goecks		2,758	9.19%	2,758	9.19%
Cast Votes:		30,025	100.00%	30,025	100.00%
Undervotes:		17,808		17,808	
Overvotes:		20		20	
Misc. Write-in:		227		227	

**Measure 36-227 - McMinnville Fire District (Proposed)**

Choice	Party	Vote by Mail		Total	
Yes		5,544	60.16%	5,544	60.16%
No		3,672	39.84%	3,672	39.84%
Cast Votes:		9,216	100.00%	9,216	100.00%
Undervotes:		415		415	
Overvotes:		1		1	
Misc. Write-in:		0		0	

\*\*\* End of report \*\*\*

I CERTIFY THAT THE VOTES RECORDED ON THIS  
ABSTRACT CORRECTLY SUMMARIZE THE TALLY  
OF VOTES CAST AT THE ELECTION INDICATED.

*[Signature]*  
SIGNATURE OF COUNTY CLERK

June 8, 2023  
DATE OF ABSTRACT





**McMinnville Fire District  
(Proposed) Canvass**

Special District May 16, 2023

Run Time 4:18 PM  
Run Date 06/08/2023

**Yamhill County, Oregon**

May 16, 2023 Special District Election

5/16/2023

Page 1

**Official Results**

Registered Voters 9632 of 74500 = 12.93%  
Precincts Reporting 23 of 23 = 100.00%

**McMinnville Fire District (Proposed) Directors, 5 At-Large**

Precinct	Ray Pratt	Jerry Hubbard	Nick Hubbard	Josh Traff	Daniel Sparrow	Brian Smith	Debbie McDermott	Adam D Garvin	Dennis L Goecks	Cast Votes	Undervotes	Overvotes	Misc. Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
010	13	10	12	16	13	16	6	17	13	116	69	0	0	37	37	0	0.00%
012	9	2	1	11	8	13	2	14	11	71	80	0	4	31	31	110	28.18%
014	482	115	130	518	530	562	256	469	289	3,351	1,884	4	20	1,055	1,055	3,334	31.64%
015	445	105	128	447	496	499	250	382	309	3,061	2,011	0	28	1,020	1,020	3,258	31.31%
016	396	95	96	454	501	493	248	373	287	2,943	1,717	1	25	938	938	2,968	31.60%
017	529	145	163	611	647	689	319	542	314	3,959	2,094	2	17	1,216	1,216	3,350	36.30%
018	1,157	258	244	1,282	1,330	1,429	568	1,108	707	8,083	4,585	2	42	2,544	2,544	5,525	46.05%
019	574	161	179	623	645	660	361	534	336	4,073	2,490	5	52	1,328	1,328	4,384	30.29%
021	1	0	0	1	1	1	0	1	1	6	9	0	0	3	3	71	4.23%
022	151	40	46	132	152	171	69	144	103	1,008	721	4	11	352	352	987	35.31%
023	387	81	106	412	447	419	233	385	323	2,793	1,819	2	28	930	930	6	15500.0 0%
024	80	25	37	73	81	80	44	76	65	561	329	0	0	178	178	356	50.00%
<b>Totals</b>	<b>4,224</b>	<b>1,037</b>	<b>1,142</b>	<b>4,580</b>	<b>4,851</b>	<b>5,032</b>	<b>2,356</b>	<b>4,045</b>	<b>2,758</b>	<b>30,025</b>	<b>17,806</b>	<b>20</b>	<b>227</b>	<b>9,632</b>	<b>9,632</b>	<b>24,359</b>	<b>39.54%</b>

## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution extending workers' compensation coverage to City of McMinnville volunteers

---

### Strategic Priority and Goal:



#### **CITY GOVERNMENT CAPACITY**

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

### **Discussion:**

For purposes of workers compensation coverage, Oregon Revised Statute (ORS) 656.031 defines municipal personnel, other than those employed full-time or part-time, as volunteer personnel. A city utilizing volunteer personnel may elect to have such personnel covered by workers compensation insurance by filing a written application with the city's insurer. The city must also submit a resolution to the insurer declaring its intent to cover volunteer personnel and provide a description of the work to be performed by such personnel.

The City annually submits a written application to SAIF electing to cover volunteer personnel under its workers compensation insurance plan. The attached Resolution extends workers' compensation coverage to City of McMinnville's Public Safety volunteers and meets ORS and SAIF requirements.

All other City volunteers, including council and committee members, will be covered by an Accident Medical Insurance policy with CHUBB effective July 1, 2023. The primary reason the City explored options for much of its volunteer base's coverage was imposition of a new, substantial recordkeeping burden under SAIF's plan. Under the new accident policy, the City will see reduced administrative tracking requirements relative SAIF. The policy includes up to \$100,000 Accident Medical Expense coverage and a \$250 per week Temporary Total Disability benefit. This move adds administrative efficiencies, slightly lowers premium cost, and offers total single incident coverage for the City's volunteers that is higher than SAIF's total benefit.

**Fiscal Impact:**

The cost for the city's volunteers coverage under either a workers comp or accidental medical insurance policy is included in the FY2023-24 budget.

**Recommendation:**

Approve the Resolution.

**Attachments:**

Resolution 2023-35

**RESOLUTION NO. 2023-35**

A Resolution extending workers' compensation coverage to City of McMinnville volunteers.

**RECITALS:**

The City of McMinnville's insurance provider is SAIF Workers Comp Insurance for public safety volunteers. SAIF provides coverage to these volunteers under certain circumstances. Adoption of a resolution setting out the information below is a prerequisite to coverage that will be provided during the fiscal year beginning July 1, 2023.

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

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on SAIF payroll schedule, and verified at audit:

**1. Public safety volunteers**

Used for public safety volunteers in the following volunteer positions:

- Police reserve
- Firefighter

**2. Rosters**

The City will maintain rosters for these volunteers and will make them available at the time of a claim or audit to verify coverage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution declaring the City's election to receive certain state shared revenues

---

### Strategic Priority and Goal:



#### **CITY GOVERNMENT CAPACITY**

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

**Report in Brief:** Council will consider a resolution electing to receive its share of certain state shared revenues.

### **Discussion:**

Oregon Revised Statute (ORS) 221.770(1) designates that a share of certain revenues of the state of Oregon shall be apportioned among and distributed to the cities of the state for general purposes as provided for in the ORS. The City shall not be included in apportionments or receive distributions of state shared revenues unless the city:

- Elects to receive distributions for the fiscal year by enactment of a resolution expressing that election and filing a copy of the resolution with the Oregon Department of Administrative Services not later than July 31 of the fiscal year
- Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide comment to the authority responsible for approving the proposed budget for the fiscal year on the possible uses of the State distributions and certifies its compliance as required by ORS 221.770(1)(b)
- Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide comment to, and ask questions of, the authority responsible for adopting the city budget on the proposed use of distributions in relation to the entire budget of the city for the fiscal year and certifies its compliance as required by ORS 221.770(1)(c)

- Levied a property tax for the year preceding the year in which revenue sharing is due under ORS 471.810 (Distribution of available moneys in Oregon Liquor Control Commission Account)

The City of McMinnville has complied with the requirements to hold public hearings, after adequate public notice, and has levied a property tax for the year preceding the year in which revenue sharing is due.

The attached Resolution satisfies the requirement of 221.770(1)(a) which requires the City to elect to receive distribution of State shared funds by adopting such resolution. Upon Council adoption, City staff will file the Resolution with the Department of Administrative Services no later than July 31, 2023.

**Fiscal Impact:**

The City anticipates receiving \$522,000 in state shared revenues, a vital source of unrestricted general fund revenues to support public services.

**Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to request its share of state shared revenues.
2. Reject the resolution. This action would likely result in forfeiting state shared revenues or approximately \$522,000 in the FY2023-24 year.

**Attachments:**

Resolution No. 2023-36

**RESOLUTION NO. 2023-36**

A Resolution declaring the City’s election to receive certain state shared revenues.

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

1. Pursuant to ORS 221.770, the City hereby elects to receive state shared revenues for fiscal year 2023 – 2024.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

I certify that a public hearing before the Budget Committee was held on May 17, 2023 and a public hearing before the City Council was held on June 27, 2023, giving citizens an opportunity to comment on use of State Revenue Sharing.

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



## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution certifying provision of municipal services by the City of McMinnville

---

### Strategic Priority and Goal:



#### CITY GOVERNMENT CAPACITY

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

### **Discussion:**

Oregon Revised Statute (ORS) 221.760(1) designates certain prerequisites for cities in a county of over 100,000 population to receive State shared revenues from cigarette, gas, and liquor taxes. The ORS states that the officer responsible for disbursing such funds to cities shall disburse such funds, in the case of a city located within a county having more than 100,000 inhabitants, only if the officer reasonably is satisfied that the city provides four or more of the following municipal services:

1. Police protection
2. Fire protection
3. Street construction, maintenance and lighting
4. Sanitary sewers
5. Storm sewers
6. Planning, zoning and subdivision control
7. One or more utility services

The attached Resolution certifies that the City meets the prerequisites for receiving cigarette, gas and liquor taxes.

### **Fiscal Impact:**

The City anticipates receiving \$522,000 in state shared revenues, a vital source of unrestricted general fund revenues to support public services.

### **Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to request its share of state shared revenues.
2. Reject the resolution. This action would likely result in forfeiting state shared revenues or approximately \$522,000 in the FY2023-24 year.

### **Attachments:**

Resolution No. 2023-37



**RESOLUTION NO. 2023-37**

A Resolution certifying provision of municipal services by the City of McMinnville as required by ORS 221.760.

RECITALS:

ORS 221.760 provides that a city located within a county that has more than 100,000 inhabitants according to the most recent federal decennial census must provide four or more municipal services in order to qualify to receive revenues from cigarette, gas, and liquor taxes (Shared Revenues). These revenues are provided for in ORS 323.455, 366.785 to 366.820, and 471.805.

The services to be considered are:

- 1) Police protection
- 2) Fire protection
- 3) Street construction, maintenance, lighting
- 4) Sanitary sewer
- 5) Storm sewer
- 6) Planning, zoning, subdivision control
- 7) One or more utility services

To assist the state officer responsible for determining the eligibility of the City to receive these revenues in accordance with ORS 221.760, the City may certify its eligibility.

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

- 1. The City certifies that it provides the following municipal services as enumerated in ORS 221.760(1):
  - 1) Police protection—Yes
  - 2) Street construction, maintenance, lighting—McMinnville Water and Light provides lighting, otherwise Yes
  - 3) Sanitary sewer—Yes
  - 4) Storm sewer—Yes
  - 5) Planning, zoning, subdivision control—Yes
- 2. This Resolution will 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 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney  
Resolution No. 2023-37  
Effective Date: June 27, 2023  
Page 1 of 1

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

## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** Creation of Fire District Transition Fund

---



### CITY GOVERNMENT CAPACITY

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

**Report in Brief:** The City of McMinnville will create the Fire District Transition Fund, for purposes of tracking direct costs during the transition period of establishing a new Fire District in FY2023-24.

#### **Discussion of Resolution Action:**

On May 16, 2023, voters passed a ballot measure establishing an independent fire district with its own permanent property tax rate to serve the city and part of unincorporated Yamhill County with fire services. These services will begin July 1, 2023.

The City of McMinnville will continue to employ fire and EMS employees and provide for fire and emergency medical services until the new fire district receives its first year of property taxes. The FY2023-24 budget anticipates a period of six months' worth of cost and that the new fire district will reimburse the City for these services.

The new Fire District Transition fund will be used to track all direct fire district costs and fire district revenues during the transition period.

Note: support services needed to help establish the back-end infrastructure critical to the new district's success (information technology, financial services and human resources) will also be reimbursed by the new fire district but these costs, and anticipated reimbursement, are budgeted in the funds and departments providing the support services.

#### **Fiscal Impact:**

This action does not cost the City anything and adopting it will properly allow us to budget for this unique purpose in the coming fiscal year.

#### **Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to track fire district costs and transparently request the reimbursement of these direct costs
2. Reject the resolution. This action would require an update to the FY2023-24 budget as currently approved by the Budget Committee and would make tracking costs and requesting reimbursement less transparent for the city and new fire district organizations, as well as the public generally

#### **Documents:**

1. Resolution 2023-38 establishing a new Fire District Transition Fund

RESOLUTION NO. 2023 - 38

A Resolution establishing a new Fire District Transition Fund in FY2023-24.

RECITAL:

This resolution proposes establishing a Fire District Transition Fund due to the passing of a May 16, 2023, ballot measure establishing an independent fire district with its own permanent property tax rate to serve the city and part of unincorporated Yamhill County with fire services.

At the time the budget committee approved the FY2023-24 McMinnville Budget on June 16, 2023, it included budgeted resources and requirements for the new Fire District Transition Fund.

The new Fire District Transition fund will be used to track direct fire district costs and fire district revenues during the transition period.

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

1. **Establish a new Fund:** The Common Council of the City of McMinnville establishes the Fire District Transition Fund.
2. This resolution will take effect on July 1, 2023.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of June 2023 by the following votes:

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

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

Approved this 27th day of June 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

# STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution authorizing interfund loans for capital expenditures included in the FY2023-24 Budget from the Wastewater Capital to the General Fund

---

## Strategic Priority and Goal:



### CITY GOVERNMENT CAPACITY

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

## Report in Brief:

This action includes a resolution authorizing \$1.4 million in interfund loans from Wastewater Capital Fund reserves for a variety of capital replacement and project purposes. These internal borrowings are included in the FY2023-24 budget, have initial payments in FY2024-25, and are extended for a five-year term at 4.55% interest.

## Discussion:

This Resolution authorizes a loan from the Wastewater Capital Fund to the General Fund for a variety of purposes:

Police Department: replace two 2014 Dodge Charger vehicles with hybrids	\$ 136,000
Police Department: MDT equipment in cars	50,000
Community Center: resurface playing courts	50,000
Community Center: replace carpeting	92,000
Senior Center: exterior lit event signage at its main entrance	12,500
Senior Center: bathroom remodel	200,000
City Hall insulation and window restoration	24,000
Community Development Building: secure entry way	45,000
Community Development Building: replace RTU #1 - 1996 HVAC Unit	26,250

Library: security system cameras	20,000
Information Services capital investments (70.67% Gen Fund of 130k total)	91,871
Information Services asset management system (50% Gen Fund, 25/25 Street/WW)	55,000
Park Maintenance: replace various restroom partitions	60,500
Park Maintenance: install two Loos in city park system as safe alternative to stick-built restrooms	540,000
<b>Total Interfund Loan</b>	<b>\$1,403,121</b>

The Wastewater Capital Fund has reserve funds available to loan to the General Fund, which at the end of FY2023-24 is estimated to be more than \$17.5 million including these loans.

These loans are incorporated into the FY2023-24 budgets for the Wastewater Capital Fund and General Fund.

Oregon Revised Statute (ORS) 294.468 allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body. Further, when the purpose of the loan is for capital expenditures, the maximum repayment term may be 10 years and principal and interest must be stated and the loan budgeted.

Therefore, this resolution authorizes a maximum of \$1,403,121 in internal loans from the Wastewater Capital Fund to the General Fund. The interest rate is set at 4.55% per annum; the Local Government Investment Pool rate of 4.05% (updated on 5.19.2023) plus .50% additional earnings to be accrued to the Wastewater Capital Fund. The term of all the loans provides for five annual installment payments beginning in FY2024-25.

**Fiscal Impact:**

The internal borrowing allows the City to make investments in capital replacement and capital projects that it has been unable to do for the last two years due to budget constraints. The actual capital purchase amounts will be reimbursed by the interfund loans up to the authorized maximum; the resolution represents a contractual obligation for the General Fund to repay the loans with interest within the stated term.

**Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to move forward with the capital investments listed here as well as included in the FY2023-24 approved budget.
2. Reject the resolution. This action would mean these capital investments would not receive the planned resource to support them. While alternative funding sources might be found for some of the investments, a rejection of the internal borrowing resolution would likely result in the inability to move forward with most of these projects in the FY2023-24 year.

**Attachments:**

Resolution 2023-39

## RESOLUTION NO. 2023-39

A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for Capital Investments.

### RECITAL:

Oregon Local Budget Law allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body (ORS 294.468). This resolution authorizes a loan from the Wastewater Capital Fund to the General Fund for purposes of capital purchases as listed in Exhibit A.

All of these internal borrowings are included in the FY2023-24 Approved Budget for the City of McMinnville, as voted on by the Budget Committee on June 16, 2023, and in the proposed FY2023-24 Adopted Budget before the Council on June 27, 2023.

Pursuing internal borrowing for these capital outlays has both a lower actual cost and transaction cost for the General Fund compared to a commercial lease arrangement.

The Wastewater Capital Fund has reserve funds available to loan to the General Fund.

Therefore, as provided for in ORS 294.468, this resolution authorizes an interfund loan of no greater than a total of \$1,403,121 from the Wastewater Capital Fund to the General Fund for the capital investments listed in Exhibit A.

ORS 294.468 requires that an interfund loan to acquire a capital asset be repaid in full within 10 years of the date of the loan. The capital equipment and vehicle assets to be purchased have a useful life of five to ten years; the capital building projects on existing city facilities have a useful life of up to twenty years. All loans will be made for five-year terms. The rate of interest on the loan is set at 4.55% per annum, a rate of return that exceeds the current interest rate for funds invested in the local government investment pool, 4.05% as of May 19, 2023. A loan repayment schedule, under which the principal and interest is to be repaid, is also included in Exhibit A of this resolution.

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

1. Interfund loans from the Wastewater Capital Fund to the General Fund are authorized.
2. The loan will be made from unrestricted reserve funds available in the Wastewater Capital Fund and will not exceed a total of \$1,403,121.
3. Interest will accrue at the rate of 4.55% per annum repayment of principal and interest will be made according to the amortization schedules noted in Exhibit A.
4. Repayment of the balance of the loan may be made in advance at any time.

This Resolution will take effect on July 1, 2023, 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 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Mayor

Approved as to form:

Attest:

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

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

# Exhibit A

A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for Capital Investments

Police Department: replace 2014 Dodge Charger (834) with hybrid

**Loan Amount: 68,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	12,417.42	3,094.00	15,511.42
Year 2	12,982.41	2,529.01	15,511.42
Year 3	13,573.11	1,938.31	15,511.42
Year 4	14,190.69	1,320.73	15,511.42
Year 5	14,836.37	675.05	15,511.42
<b>Total</b>	<b>68,000.00</b>	<b>9,557.10</b>	<b>77,557.10</b>

Police Department: replace 2014 Dodge Charger (837) with hybrid

**Loan Amount: 68,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	12,417.42	3,094.00	15,511.42
Year 2	12,982.41	2,529.01	15,511.42
Year 3	13,573.11	1,938.31	15,511.42
Year 4	14,190.69	1,320.73	15,511.42
Year 5	14,836.37	675.05	15,511.42
<b>Total</b>	<b>68,000.00</b>	<b>9,557.10</b>	<b>77,557.10</b>

Police Department: MDT equipment in cars

**Loan Amount: 50,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	9,130.46	2,275.00	11,405.46
Year 2	9,545.89	1,859.56	11,405.46
Year 3	9,980.23	1,425.23	11,405.46
Year 4	10,434.33	971.13	11,405.46
Year 5	10,909.09	496.36	11,405.46
<b>Total</b>	<b>50,000.00</b>	<b>7,027.28</b>	<b>57,027.28</b>



Community Center: resurface playing courts

**Loan Amount: 50,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	9,130.46	2,275.00	11,405.46
Year 2	9,545.89	1,859.56	11,405.46
Year 3	9,980.23	1,425.23	11,405.46
Year 4	10,434.33	971.13	11,405.46
Year 5	10,909.09	496.36	11,405.46
<b>Total</b>	<b>50,000.00</b>	<b>7,027.28</b>	<b>57,027.28</b>

Community Center: replace carpeting

**Loan Amount: 92,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	16,800.04	4,186.00	20,986.04
Year 2	17,564.44	3,421.60	20,986.04
Year 3	18,363.62	2,622.42	20,986.04
Year 4	19,199.17	1,786.87	20,986.04
Year 5	20,072.73	913.31	20,986.04
<b>Total</b>	<b>92,000.00</b>	<b>12,930.19</b>	<b>104,930.19</b>

Senior Center: exterior lit event signage at its main entrance

**Loan Amount: 12,500 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	2,282.61	568.75	2,851.36
Year 2	2,386.47	464.89	2,851.36
Year 3	2,495.06	356.31	2,851.36
Year 4	2,608.58	242.78	2,851.36
Year 5	2,727.27	124.09	2,851.36
<b>Total</b>	<b>12,500.00</b>	<b>1,756.82</b>	<b>14,256.82</b>

Senior Center: bathroom remodel

**Loan Amount: 200,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	36,521.82	9,100.00	45,621.82
Year 2	38,183.57	7,438.26	45,621.82
Year 3	39,920.92	5,700.90	45,621.82
Year 4	41,737.32	3,884.50	45,621.82
Year 5	43,636.37	1,985.45	45,621.82
<b>Total</b>	<b>200,000.00</b>	<b>28,109.12</b>	<b>228,109.12</b>

City Hall insulation and window restoration

**Loan Amount: 24,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	4,382.62	1,092.00	5,474.62
Year 2	4,582.03	892.59	5,474.62
Year 3	4,790.51	684.11	5,474.62
Year 4	5,008.48	466.14	5,474.62
Year 5	5,236.36	238.25	5,474.62
<b>Total</b>	<b>24,000.00</b>	<b>3,373.09</b>	<b>27,373.09</b>

Community Development Building: secure entry way

**Loan Amount: 45,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	8,217.41	2,047.50	10,264.91
Year 2	8,591.30	1,673.61	10,264.91
Year 3	8,982.21	1,282.70	10,264.91
Year 4	9,390.90	874.01	10,264.91
Year 5	9,818.18	446.73	10,264.91
<b>Total</b>	<b>45,000.00</b>	<b>6,324.55</b>	<b>51,324.55</b>

Community Development Building: replace RTU #1 - 1996 HVAC Unit

**Loan Amount: 26,250 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	4,793.49	1,194.38	5,987.86
Year 2	5,011.59	976.27	5,987.86
Year 3	5,239.62	748.24	5,987.86
Year 4	5,478.02	509.84	5,987.86
Year 5	5,727.27	260.59	5,987.86
<b>Total</b>	<b>26,250.00</b>	<b>3,689.32</b>	<b>29,939.32</b>

Library: security system cameras

**Loan Amount: 20,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	3,652.18	910.00	4,562.18
Year 2	3,818.36	743.83	4,562.18
Year 3	3,992.09	570.09	4,562.18
Year 4	4,173.73	388.45	4,562.18
Year 5	4,363.64	198.55	4,562.18
<b>Total</b>	<b>20,000.00</b>	<b>2,810.91</b>	<b>22,810.91</b>

Information Services capital investments (70.67% Gen Fund of 130k total)

**Loan Amount: 91,871 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	16,776.48	4,180.13	20,956.61
Year 2	17,539.81	3,416.80	20,956.61
Year 3	18,337.87	2,618.74	20,956.61
Year 4	19,172.25	1,784.37	20,956.61
Year 5	20,044.58	912.03	20,956.61
<b>Total</b>	<b>91,871.00</b>	<b>12,912.06</b>	<b>104,783.06</b>

Info Services asset management system (50% Gen Fund, 25/25 Street/WW)

**Loan Amount: 55,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	10,043.50	2,502.50	12,546.00
Year 2	10,500.48	2,045.52	12,546.00
Year 3	10,978.25	1,567.75	12,546.00
Year 4	11,477.76	1,068.24	12,546.00
Year 5	12,000.00	546.00	12,546.00
<b>Total</b>	<b>55,000.00</b>	<b>7,730.01</b>	<b>62,730.01</b>

Park Maintenance: replace various restroom partitions

**Loan Amount: 60,500 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	11,047.85	2,752.75	13,800.60
Year 2	11,550.53	2,250.07	13,800.60
Year 3	12,076.08	1,724.52	13,800.60
Year 4	12,625.54	1,175.06	13,800.60
Year 5	13,200.00	600.60	13,800.60
<b>Total</b>	<b>60,500.00</b>	<b>8,503.01</b>	<b>69,003.01</b>

Park Maintenance: install two Loos in city park system as safe alternative to stick-built restrooms

**Loan Amount: 540,000 Annual interest rate: 4.55%**

	Principal	Interest	Total Payment
Year 1	98,608.92	24,570.00	123,178.92
Year 2	103,095.63	20,083.29	123,178.92
Year 3	107,786.48	15,392.44	123,178.92
Year 4	112,690.77	10,488.16	123,178.92
Year 5	117,818.20	5,360.73	123,178.92
<b>Total</b>	<b>540,000.00</b>	<b>75,894.62</b>	<b>615,894.62</b>

**Total Interfund Capital Loans 1,403,121.00 197,202.48 1,600,323.48**

## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution authorizing interfund loans for fire and EMS services operating expenditures included in the FY2023-24 Budget from the Wastewater Capital to the General Fund

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### Strategic Priority and Goal:



#### CITY GOVERNMENT CAPACITY

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

### Report in Brief:

This action includes a resolution authorizing up to a maximum of \$4,287,320 in an interfund loan from Wastewater Capital Fund reserves for fire and emergency medical services operating costs. This internal borrowing is included in the FY2023-24 budget and will be repaid by December 31, 2023, at 4.25% interest.

### Discussion:

This Resolution authorizes a loan from the Wastewater Capital Fund to the General Fund for operating expenses associated with providing fire and emergency medical services as well as added support services costs due to the establishment of a new, independent Fire District authorized by voters on May 16, 2023.

The Wastewater Capital Fund has reserve funds available to loan to the General Fund, which at the end of FY2023-24 is estimated to be more than \$17.5 million including these loans.

This loan is incorporated into the FY2023-24 budgets for the Wastewater Capital Fund and General Fund.

Oregon Revised Statute (ORS) 294.468 allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body. Further, when the purpose of the loan is for operating expenditures, the loan must be repaid by the end of the fiscal year it is budgeted in.

Therefore, this resolution authorizes a maximum of \$4,287,320 in an internal loan from the Wastewater Capital Fund to the General Fund. The interest rate is set at 4.25% per annum; the Local Government Investment Pool rate of 4.05% (updated on 5.19.2023) plus .20% additional earnings to be accrued to the Wastewater Capital Fund. Because of the short duration of the loan, the interest rate will not be increased from the rate projected at the time the FY2023-24 budget was developed. The term of the loan is six

months, due on or before December 31, 2023.

**Fiscal Impact:**

The internal borrowing allows the City to advance funds to the new fire district in order to assure there is no break in fire or EMS services during the transition from the city's direct provision of these services to the new fire district taking this responsibility on. The actual costs associated with the transition will be the amount loaned, up to the maximum authorized by the resolution. The resolution represents a contractual obligation for the General Fund to repay the loan with interest within the stated term. This loan is included in the FY2023-24 approved budget.

**Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to have the resources required to provide fire and EMS services in the transition year of FY2023-24 as the fire district will not have access to property tax revenue until late in the 2023 calendar year.
2. Reject the resolution. This action would mean that the General Fund would run a deficit in order to provide fire and EMS services in FY2023-24, putting both the city's core services mission and new fire district's first year of operating on weak financial footing.

**Attachments:**

Resolution 2023-40

## RESOLUTION NO. 2023-40

A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for Fire and EMS Operating Costs.

### RECITAL:

Oregon Local Budget Law allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body (ORS 294.468). This resolution authorizes a loan from the Wastewater Capital Fund to the General Fund for purposes of providing Fire and Emergency Medical Services during the first year that the new, voter-approved fire district is established.

This internal borrowing is included in the FY2023-24 Approved Budget for the City of McMinnville, as voted on by the Budget Committee on June 16, 2023, and in the proposed FY2023-24 Adopted Budget before the Council on June 27, 2023.

The Wastewater Capital Fund has reserve funds available to loan to the General Fund.

Therefore, as provided for in ORS 294.468, this resolution authorizes an interfund loan of no greater than a total of \$4,287,320 from the Wastewater Capital Fund to the General Fund for the purpose of assuring continuity of operations in fire and EMS services to the community.

ORS 294.468 requires that an interfund loan for operating costs be repaid in full by the end of the fiscal year in which it is extended. The General Fund will be able to repay the Wastewater Capital Fund by December 31, 2023, once the new fire district has access to its first year of property tax revenues and can reimburse the City for operational outlays at the end of calendar year 2023.

The rate of interest on the loan is set at 4.25% per annum, a rate of return that exceeds the current interest rate for funds invested in the local government investment pool, 4.05% as of May 19, 2023.

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

1. Interfund loan from the Wastewater Capital Fund to the General Fund is authorized.
2. The loan will be made from unrestricted reserve funds available in the Wastewater Capital Fund and will not exceed a total of \$4,287,320.
3. Interest will accrue at the rate of 4.25% per annum, with maximum principal of \$4,287,320 and interest of \$91,106.
4. Repayment of the balance of the loan may be made in advance of December 31, 2023 at any time.

This Resolution will take effect on July 1, 2023, 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 27<sup>th</sup> day of June, 2023 by the following votes:

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

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

Approved this 27<sup>th</sup> day of June, 2023.

\_\_\_\_\_

Mayor

Approved as to form:

Attest:

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

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



## STAFF REPORT

**DATE:** June 27, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Jennifer Cuellar, Finance Director  
**SUBJECT:** A Resolution adopting the budget for fiscal year beginning July 1, 2023; making the appropriations; imposing the property taxes; and categorizing the property taxes

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### Strategic Priority and Goal:



### CITY GOVERNMENT CAPACITY

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

### **Report in Brief:**

This Resolution adopts the FY2023-24 budget for the City of McMinnville fiscal year beginning July 1, 2023. It makes appropriations, imposes property taxes, and categorizes the property taxes, as required by the Oregon Revised Statutes (ORS).

### **Discussion:**

Oregon Revised Statute (ORS) 294.456 requires the City to enact a resolution to adopt the City's budget for the upcoming fiscal year prior to the end of the year that is closing. The City of McMinnville will typically schedule this resolution for the last Council meeting of the fiscal year.

ORS 294.456 also allows the City Council to make changes to the budget that was approved by the Budget Committee. If a change increases expenditure by more than 10 percent, the City must publish a revised financial summary and hold a second budget hearing before the adjusted budget can be adopted. For the FY2023-24 budget, no changes are proposed relative to the budget approved by the Budget Committee on June 16, 2023.

Of note for next fiscal year, the City of McMinnville budget for FY2023-24 includes an underlevy of \$1.50 per \$1,000 in taxable value<sup>1</sup> of the city's permanent property tax rate for general city services. The Budget Committee recommended that the city not levy the proportion of property tax historically utilized to support fire and EMS services in FY2023-24 in the first year of the existence of the new voter-approved Fire District.

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<sup>1</sup> For FY2023-24 the amount of property tax estimated to be foregone is \$4.8 million

Because the community voted to establish the new district, the Council is following through with this commitment.

The Budget Committee also recommended that the City conduct a community engagement process to get input from residents on how to prioritize the use of these newly available dollars in the future. The campaign to solicit community feedback on this issue will be taking place over the next few months.

The resolution includes the following elements:

1. adopting the budget for the fiscal year beginning July 1, 2023, in the amount of \$156,382,633
2. making appropriations in the amount of \$124,297,792
- 3a. imposing the property taxes at the City of McMinnville's permanent property tax rate of \$3.5200 per \$1,000 assessed value<sup>2</sup> for general operations
- 3b. imposing property tax in the amount of \$3,091,410 for general obligation bond debt service

**Fiscal Impact:**

Enacting the annual budget allows the city to impose property taxes, the largest source of unrestricted general fund revenues to support public services, estimated at \$11.3 million<sup>3</sup> in FY2023-24. Passing this resolution is also a requirement to be able to draw down the resources to pay for voter-approved bond measures, estimated at \$2.9 million<sup>4</sup> next year.

**Council Action Options:**

1. Approve the resolution – staff recommendation. This will allow the City to draw property tax for the General Fund and voter approved bond measures totaling an estimated \$14.2 million for next fiscal year.
2. Approve the resolution with amendments. The Council could opt to make changes within statutory limits to the budget approved by the Budget Committee. Reductions in the budget or tax levy are permitted, increases must be within 10% of a fund's appropriation total.
3. Reject the resolution. This action would result in forfeiting property tax revenue for the City in the FY2023-24 year.

**Attachments:**

1. Resolution 2023-41

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<sup>2</sup> McMinnville's permanent rate of \$5.02 - \$1.50 = \$3.52 per \$1,000 taxable property value

<sup>3</sup> Estimates of current year tax include a reduction factor to account for delinquent tax payments

<sup>4</sup> Same note as above regarding estimate of current property tax revenue to be received

**RESOLUTION NO. 2023 - 41**

A Resolution adopting the budget for the fiscal year beginning July 1, 2023; making the appropriations; imposing the property taxes; and categorizing the property taxes.

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

**1. Adopting the Budget:** The City Council for the City of McMinnville hereby adopts the budget for 2023 - 2024, now on file at City Hall, 230 NE Second Street, McMinnville, Oregon, as approved by the Budget Committee and amended by the City Council, in the sum of **156,382,633**

**2. Making Appropriations:** The amounts for the fiscal year beginning July 1, 2023 are for the purposes shown below and are hereby appropriated as follows:

**General Fund**

Administration	2,235,513
Finance	1,153,296
Engineering	1,898,359
Planning	2,696,554
Police	11,055,374
Municipal Court	681,556
Fire	-
Parks & Recreation	3,517,171
Park Maintenance	3,903,863
Library	2,679,298
Not Allocated to Organizational Unit or Program:	
Unemployment	10,080
Billing Services	145,800
Debt Service	630,140
Transfers Out To Other Funds	6,735,666
Special Payments	5,134,553
Operating Contingencies	1,500,000
	<hr/>
<b>Total General Fund Appropriation \$</b>	<b>43,977,223</b>
	<hr/>

**Grant and Special Assessment Fund**

Community Assessments	282,000
Transfers Out To Other Funds	9,777
Operating Contingencies	-
	<hr/>
<b>Total Grant and Special Assessment Fund Appropriation \$</b>	<b>291,777</b>
	<hr/>

**Transient Lodging Tax Fund**

Tourism Promotion and Programs	1,480,632
Transfers out to Other Funds	675,368

<b>Total Transient Lodging Tax Fund Appropriation</b>	<b>\$ 2,156,000</b>
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**Affordable Housing Fund**

Affordable Housing Programming	2,989,649
Transfers Out To Other Funds	104,404
Operating Contingencies	34,000

<b>Total Affordable Housing Fund Appropriation</b>	<b>\$ 3,128,053</b>
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**Telecommunications Fund**

Public Education Access	223,500
Operating Contingencies	1,500

<b>Total Telecommunications Fund Appropriation</b>	<b>\$ 225,000</b>
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**Emergency Communications Fund**

911 Emergency Communications	593,676
Debt Service	37,172
Transfers out to Other Funds	2,550
Operating Contingencies	50,000

<b>Total Emergency Communications Fund Appropriation</b>	<b>\$ 683,398</b>
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**Street (State Gas Tax) Fund**

Street Maintenance and Improvements	2,773,416
Transfers Out To Other Funds	571,846
Operating Contingencies	500,000

<b>Total Street (State Gas Tax) Fund Appropriation</b>	<b>\$ 3,845,262</b>
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**Airport Maintenance Fund**

Airport Maintenance and Operations	899,495
Transfers Out To Other Funds	60,153
Operating Contingencies	300,000

<b>Total Airport Maintenance Fund Appropriation</b>	<b>\$ 1,259,648</b>
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**Transportation Fund**

Street Capital Improvements	1,804,900
Debt Service	201,249
Transfers Out To Other Funds	124,529
Project Contingencies	500,000

**Total Transportation Fund Appropriation \$ 2,630,678**

**Park Development Fund**

Park Acquisition and Improvements	92,580
Transfers Out To Other Funds	62,573
Project Contingencies	500,000

**Total Park Development Fund Appropriation \$ 655,153**

**Debt Service Fund**

General Obligation Bond Debt Service	3,007,500
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**Total Debt Service Fund Appropriation \$ 3,007,500**

**Building Fund**

Building Plan Review and Inspection	862,123
Transfers Out To Other Funds	40,579
Operating Contingencies	200,000

**Total Building Fund Appropriation \$ 1,102,702**

**Wastewater Services Fund**

Wastewater Services Program	6,299,205
Transfers Out To Other Funds	6,975,099
Operating Contingencies	900,000

**Total Wastewater Services Fund Appropriation \$ 14,174,304**

**Wastewater Capital Fund**

Sewer Capital Improvements	25,228,300
Transfers Out To Other Funds	5,959,174
Project Contingencies	6,750,000

**Total Wastewater Capital Fund Appropriation \$ 37,937,474**

**Information Systems & Services Fund**

Information Technology Services	2,088,844
Operating Contingencies	75,000

**Total Information Systems & Services Fund Appropriation \$ 2,163,844**

**Insurance Services Fund**

Property, Liability and Workers Compensation Insurance	1,194,320
Transfers Out To Other Funds	235,581
Operating Contingencies	250,000

**Total Insurance Services Fund Appropriation \$ 1,679,901**

**Fire District Transition Fund**

Fire and EMS Services	5,379,875
Operating Contingencies	-

**Total Fire District Transition Fund Appropriation \$ 5,379,875**

Total Appropriations, All Funds **\$ 124,297,792**

Total Unappropriated and Reserved Amounts, All Funds 32,084,841

***Total Adopted Budget*** **156,382,633**

**3. Imposing & Categorizing Property Taxes:** The City Council for the City of McMinnville hereby imposes the property taxes provided for in the Adopted Budget at the rate of \$3.5200 per \$1,000 of assessed value for general operations and in the amount of \$3,091,410 for general obligation bond debt service; and that these taxes are hereby imposed and categorized for tax year 2023 - 2024 upon the assessed value of all taxable property within the City.

	<b>Subject to General Government Limitation</b>	<b>Excluded from General Government Limitation</b>
<b>General Fund</b>	\$3.5200 / \$1,000	
<b>General Obligation Bond Debt Service Fund</b>		3,091,410
<b>Category Totals</b>	<b>\$3.5200 / \$1,000</b>	<b>3,091,410</b>

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 27th day of June 2023 by the following votes:

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

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

Approved this 27th day of June 2023.

\_\_\_\_\_

MAYOR

Approved as to form

Attest

\_\_\_\_\_

CITY ATTORNEY

\_\_\_\_\_

CITY RECORDER