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

City Council Meeting Agenda
Tuesday, September 22, 2026
5:00 p.m. – City Council EXECUTIVE SESSION (CLOSED TO THE PUBLIC) (Added on 09.21.2026)
7:00 p.m. – City Council Regular Meeting
REVISED 09/21/2026

Welcome! This meeting will be a hybrid (in-person & Zoom) Meeting. 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 five ways:
*• **Pre-register** using the online form here:*
***https://www.mcminnvilleoregon.gov/citycouncil/webform/public-comment-card** (Registration **OPENS** at **5:00 p.m. on the day the agenda is posted, one week before the meeting** and **CLOSES** at **12:00 p.m. the day BEFORE** the meeting // (Any form submitted outside this window will not be addressed);*
*• **Written comments** may be submitted to the City Recorder Team any time up to **12:00 p.m. the day BEFORE** the meeting and mailed to (McMinnville City Hall, c/o City Recorder Team, 230 NE Second Street, McMinnville, OR, 97128);*
*• **Digital comments (email)** may be submitted to the City Recorder Team any time up to **12:00 p.m. the day BEFORE** the meeting to CityRecorderTeam@mcminnvilleoregon.gov;*
*• Fill out a **physical public comment card** found at McMinnville City Hall; any time up to **12:00 p.m. the day BEFORE** the meeting, but **not before 5:00 p.m.** on the day the agenda is posted for the following week;*
*• Attend **in person** and fill out a public comment card.*

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

CITY COUNCIL REGULAR MEETING:
You may join online via Zoom Webinar Meeting:
https://mcminnvilleoregon.zoom.us/j/81226422115?pwd=m3GbWtUk1htns9g5gKvfYqwtasBws8.1
Or you can call in and listen via Zoom: 1-253- 215- 8782
Webinar ID: 812 2642 2115

5:00 PM – CITY COUNCIL EXECUTIVE SESSION – IMMEDIATELY FOLLOWING THE CITY COUNCIL REGULAR MEETING (NOT OPEN TO THE PUBLIC) (Added on 09.21.2026)

1. CALL TO ORDER
2. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(p): To consider matters relating to cyber security infrastructure and responses to cyber security threats.
3. ADJOURNMENT OF EXECUTIVE 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 4 minutes per person for a total of 32 minutes. The Mayor will read comments emailed to the City Recorder and then call on anyone who has signed up to provide public comment.

4. PUBLIC HEARINGS **(Added on 09.21.2026)**
    a. Continued Public Hearing regarding **Ordinance No. 5182:** An Ordinance approving a Zone Change, with conditions, to the R-4 Medium, High-Density, 5000 SF Lot Residential Zone (Docket ZC 1-26) for the easterly portion of Tax Lot R4409CD 00100 upon annexation into the City limits, approximately 3.17 acres including abutting right-of-way, located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School **(Public Record is closed). (Added on 09.21.2026)**
    b. Continued Public Hearing regarding **Ordinance No. 5183**: An Ordinance annexing to the City of McMinnville Tax Lot R4409CD00100. **(Recommendation: Open and continue the public hearing to October 13 without taking public testimony). (Added on 09.21.2026)**

5. CONSENT AGENDA
    a. Consider **Resolution No. 2026-50:** A Resolution adopting findings and exempting from public bidding requirements for sewer replacement on 1800 SW East Street (Tax Lot R4429BD00500).
    b. Consider **Resolution No. 2026-51:** A Resolution awarding the contract for the Linear Park Storm Repair Project 2026-2.
    c. Consider the request from Grey Lizard, LLC dba Dead Nettle Vineyard for Winery, OLCC Liquor License located at 475 NE 17th Street.

6. RESOLUTIONS **(Added on 09.21.2026)**
    a. Consider **Resolution No. 2026-55:** A Resolution authorizing the City Manager to execute a contract, in a form acceptable to the City Attorney, with VC3 for $1,279,389 for Co-Managed Information Technology and Cybersecurity Service.

7. ORDINANCES
    a. Consider the **first reading with possible** second reading of **Ordinance No. 5182:** An Ordinance approving a Zone Change, with conditions, to the R-4 Medium, High-Density, 5000 SF Lot Residential Zone (Docket ZC 1-26) for the easterly portion of Tax Lot R4409CD 00100 upon annexation into the City limits, approximately 3.17 acres including abutting right-of-way, located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School.**(Updated on 09.21.2026)**
    b. Consider the first reading with a possible second reading of **Ordinance No. 5183:** An Ordinance annexing to the City of McMinnville Tax Lot R4409CD00100.
    c. Consider the first reading with a possible second reading of **Ordinance No. 5186:** An Ordinance authorizing a Lease Amendment with Weyerhaeuser NR Company at the McMinnville Municipal Airport.
    d. Consider the first reading with a possible second reading of **Ordinance No. 5188:** An Ordinance Adopting a New McMinnville Municipal Code Chapter 2.29 Establishing a Parks and Recreation Advisory Committee.

8. ADVICE/ INFORMATION ITEMS
    a. Reports from Councilors on Committee & Board Assignments
    b. Department Head Reports

9. ADJOURNMENT OF REGULAR MEETING

ENTERED INTO THE RECORD
DATE RECEIVED: 09/12/2026
SUBMITTED BY: Concerned Citizen
SUBJECT: Public Comment

From: Zack Geary
To: Claudia Cisneros
Subject: Fw: Councilman Tucholsky
Date: Monday, September 14, 2026 10:56:46 AM

From: concernedmaccitizen [redacted]
Sent: Saturday, September 12, 2026 11:20 PM
To: Mayor Kim Morris <Kim.Morris@mcminnvilleoregon.gov>; Sal Peralta <Sal.Peralta@mcminnvilleoregon.gov>; Chris Chenoweth <Chris.Chenoweth@mcminnvilleoregon.gov>; Daniel Tucholsky <Daniel.Tucholsky@mcminnvilleoregon.gov>; Zack Geary <Zack.Geary@mcminnvilleoregon.gov>; Scott Cunningham <Scott.Cunningham@mcminnvilleoregon.gov>; Carson Benner <Carson.Benner@mcminnvilleoregon.gov>
Subject: Councilman Tucholsky

This message originated outside of the City of McMinnville.

Mayor and Councilmembers,
I believe Councilman Tucholsky needs to resign.
Here are his words from a Facebook post from last week. These are his unedited words:
"On Tuesday I'm prepared to own the shit I didn't do but I'm accused of doing so I can keep peace in my broken family and make the best for my two alienated and Brainwashed boys. Fuck all of you bitches who went along with her victim narrative. I know who you are. I inform people. I'm not done with you. Standby. I know who you are. Prepare.
I've been punched in the face by her and bleed and bruised on multiple instances on multiple days by her, even in front of our children, with absolutely no return of any violence from me with written evidence in her handwritten journals which I can provide as evidence.
Judge me. It's her story in court. It's not the real story. It's a half truth. Aka a full lie."
The rights and wrongs of these family issues are not for the public to decide, however, there is deep concern regarding someone in a public leadership role and with a position in local law enforcement publicly posting an open threat online. A sentence like "I know who you are. Prepare" cannot reasonably be read any other way.
The post was deleted, but the internet does not forget and neither should local leadership. Public officers should be held to a higher standard, and if that post does not violate that standard, the baseline of accountability becomes unclear.
Given recent local issues regarding domestic violence charges involving a public employee, it is vital that city leadership demonstrates that this sort of language, especially directed toward women, is entirely unacceptable.
Contrition should match the severity of the action, and stepping down from both the council and the police department is the appropriate path. If self-correction does not occur, the council should take action to address it.
This is not the easiest part of civic leadership, but the community deserves leaders who stand up against threatened violence.
A concerned resident.

City of McMinnville

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

DATE: **September 22, 2026**
TO: **Adam Garvin, City Manager**
SUBMITTED BY: **Heather Richards, Community Development Director**
WRITTEN BY: **Tom Schauer, Senior Planner**
SUBJECT: **Public Hearing to Consider Ordinance No. 5182, Approving Zone Change Docket ZC 1-26 with Conditions**

1. *Ordinance No. 5182. An Ordinance approving a Zone Change, with conditions, to the R-4 Medium, High-Density, 5000 SF Lot Residential Zone (Docket ZC 1-26) for the easterly portion of Tax Lot R4409CD 00100 upon annexation into the City limits, approximately 3.17 acres including abutting right-of-way, located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School.*

Report in Brief:

This is the continued quasi-judicial land use public hearing to consider Ordinance No. 5182 approving a Zone Map Amendment (Docket ZC 1-26) with conditions, contingent upon approval of annexation of the subject property.

On September 16, 2026, the City Council opened the public hearing, heard a staff report, applicant presentation and public testimony. After listening to public testimony, the City Council voted to close the public record and continue the public hearing to September 22, at which time the applicant will provide their rebuttal but not introduce any new evidence.

On July 16, 2026, the Planning Commission held a public hearing and unanimously recommended approval of the Zone Map Amendment, subject to the conditions in the Decision Document. Consideration of Ordinance No. 5182 was placed on the August 25, 2026, City Council meeting agenda. On August 25, 2026, City Council elected to hold this September 16, 2026, public hearing per MMC 17.72.130, as described below.

At the August 25, 2026, City Council meeting, the September 16, 2026, public hearing was announced. On August 26, 2026, notice of the public hearing was mailed to property owners within 300 feet of the property proposed to be rezoned, and on September 4, 2026 notice of the public hearing was published in the newspaper.

The public record for this land-use application and decision can be found on the project page on the City website at https://www.mcminnvilleoregon.gov/cd/page/zone-change-zc-1-26.

The 120-day deadline for issuing a final decision has been tolled by the applicant to October 30, 2026.

For a Zone Map Amendment, per Section 17.72.130 of the Zoning Ordinance, the Planning Commission makes a recommendation to the City Council to approve or deny the application.

a. *If the decision of the Planning Commission recommends that an application be granted or that the proposal be adopted, or that the application be approved in a different form, the Planning Commission shall transmit to the City Council, a copy of the application, a scale drawing of the site, the minutes of the public hearing, the decision and findings of the Planning Commission, and any other materials deemed necessary for decision by the City Council.*

b. *If the decision of the Planning Commission recommends that the application be denied, or the proposal rejected, no further proceedings shall be held by either the Planning Commission or City Council, unless an appeal of the Commission's decision is filed.*

Upon receipt of the decision of the Planning Commission to recommend approval the Council shall:

a. *Based on the material in the record and the findings adopted by Commission and transmitted to the City Council, adopt an ordinance effecting the proposed change, or;*

b. *Call for a public hearing on the proposal subject to the notice requirements stated in Section 17.72.120(D)-(F).*

The applicable criteria and standards are identified and addressed in detail in the decision document, which reflects the findings and conditions for the Planning Commission's recommendation. (Exhibit A to Ordinance No. 5182).

This is an application for a zone map amendment; thus the applicable criteria are in Section 17.74.020 as provided below.

> ***17.74.020 Comprehensive Plan Map Amendment and Zone Change – Review Criteria.*** *An amendment to the official zoning map may be authorized, provided that the proposal satisfies all relevant requirements of this ordinance, and also provided that the applicant demonstrates the following:*

A. The proposed amendment is consistent with the goals and policies of the Comprehensive Plan;

B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment.

C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district.

When the proposed amendment concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute), criterion "B" shall not apply to the rezoning of land designated for residential use on the plan map.

In addition, the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to: (1) exclude needed housing; (2) unnecessarily decrease densities; or (3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.

Since the application concerns needed housing, and the land is designated as "Residential" on the Comprehensive Plan map, the last two paragraphs of this Section are applicable, and therefore, Criterion B is not applied.

Therefore, the two criteria that apply to the zone map amendment application are:

- Is the proposal consistent with the McMinnville Comprehensive Plan housing policies; and

- Can utilities and services be efficiently provided to serve the potential uses of the requested zoning district.

In addition, some provisions of state law apply, including OAR 660-012-0060, the section of the "Transportation Planning Rule" which applies to amendments including zone changes. This is addressed in the decision document.

Background:

This is an application for a Zone Change from County EF-80 zoning to City R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) zoning for the remaining easterly portion of Tax Lot R4409CD 00100, approximately 3.17 acres including abutting right-of-way. This property has not been annexed into the city limits but has a pending annexation application. The zone change will be contingent upon the property being annexed into the city.

The subject property is located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School. ***See Vicinity Map (Figure 1). See Existing and Proposed Zoning Map (Figure 2).***

The subject property is an unincorporated island surrounded by City limits on all sides, within the Urban Growth Boundary (UGB) but outside City limits. The subject property is currently zoned County EF-80.

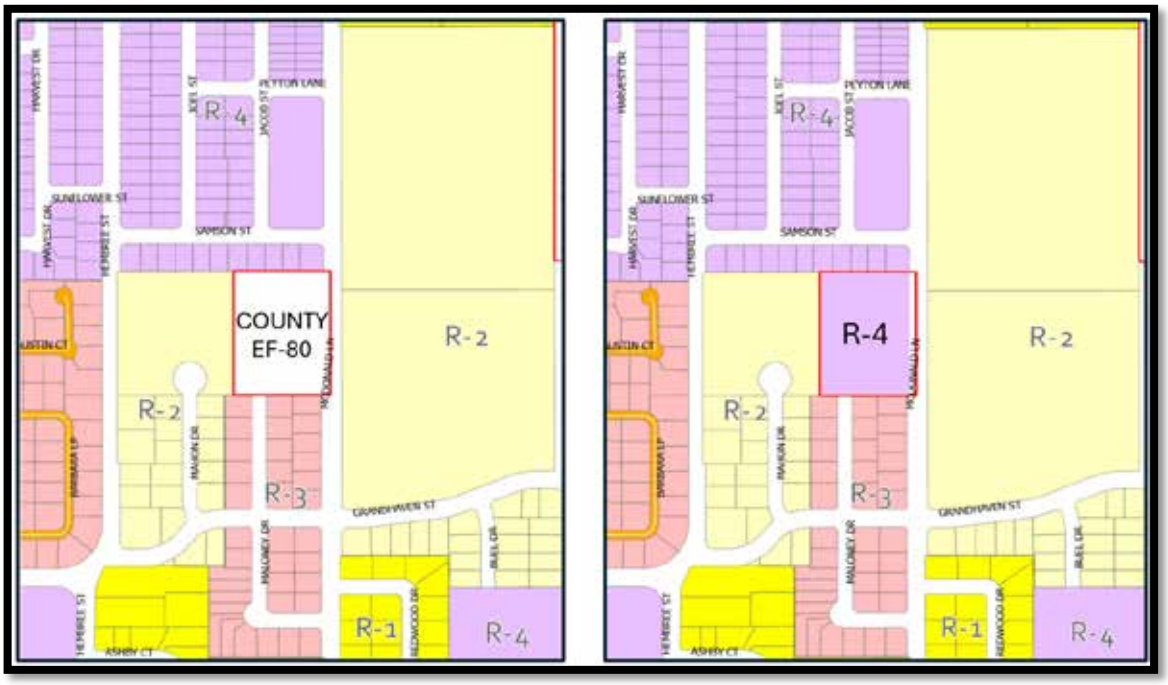
The applicant has applied for annexation, (Docket ANX 1-25). An annexation agreement was authorized by City Council by Resolution 2025-51 on October 14, 2025, and executed by the City Manager. Final annexation approval is subject to completion of the land use decision for the zone change. The zone change would become effective upon annexation of the subject property into the City.

Note: *This is an application for a zone change only. The application materials submitted for the zone change also included a conceptual development plan for the property. No decision regarding any development plan will be made as part of the zone change application.*

Figure 1. Vicinity Map/Aerial Photo

Figure 2. Current and Proposed Zoning

CURRENT ZONING **PROPOSED ZONING**



The property is located where surrounding zoning includes R-2, R-3, and R-4 zoning

Discussion:

On July 16, 2026, the Planning Commission held a public hearing and heard a staff report, testimony from the applicant, and public testimony.

The written public testimony received in advance of the Planning Commission hearing and at the hearing is attached to this staff report. The Decision Document lists those who provided oral testimony at the Planning Commission hearing, and the minutes provide a summary.

At the applicant's neighborhood meeting, and as part of the application submittal, the applicant submitted materials that illustrated development of the property. However, the Zone Change application doesn't approve a specific development plan, nor does it limit development to a specific use or development plan. And this review and approval is only for a zone change request and not the conceptual development plan.

Much of the public testimony received was focused on the conceptual development plan, the applicant's illustrative plans and the characteristics of that plan, and not the actual zone change itself and the criteria for a zone change. The Planning Commission's decision and recommendation focused on the zone change and the criteria for a zone change.

The Planning Commission found that the proposed zone map amendment is consistent with the housing policies in the McMinnville Comprehensive Plan and that utility services can be provided to support the requested zone.

Thus the Planning Commission found the applicable criteria were satisfied, subject to the conditions of approval. The Planning Commission recommended that City Council approve the Zone Change, subject to the conditions in the Decision Document. The vote was 7-0.

Attachments:

1. Ordinance No. 5182 with Attachments
    a. Exhibit A to Ordinance No. 5182. ZC 1-26 Decision Document

The entire public record can be found on the project website at https://www.mcminnvilleoregon.gov/cd/page/zone-change-zc-1-26, and was included in the September 16 City Council meeting packet, including supplemental information that was distributed prior to and at the September 16 City Council meeting.

Fiscal Impact:

There is no direct fiscal impact to the City of McMinnville associated with this quasi-judicial land use decision.

Alternatives:

1. **Alternative 1**: **CLOSE THE PUBLIC HEARING AND ADOPT THE ORDINANCE** approving docket ZC 1-26 with conditions, and adopting the Decision, Findings of Fact, and Conclusionary Findings per the decision document provided, as recommended by the Planning Commission.

2. **Alternative 2**: **CLOSE THE PUBLIC HEARING AND ADOPT THE ORDINANCE** approving docket ZC 1-26 with conditions, and adopting the Decision, Findings of Fact, and Conclusionary Findings per the decision document provided, **with revisions.**

3. **Alternative 3**: **CLOSE THE PUBLIC HEARING AND INSTRUCT STAFF TO PROVIDE AN ORDINANCE AND DECISION DOCUMENT DENYING THE LAND-USE APPLICATION for consideration at the October 13 City Council meeting.** City Council will need to provide findings of fact and conclusionary findings based upon specific criteria to deny the application in the motion to not approve Ordinance No. 5182. If the application is not approved, the Applicant will be required to wait at least one year before making a similar application.

Recommendation:

The Planning Commission held a public hearing and reviewed the proposal for consistency with the applicable criteria. The Planning Commission found that the applicable criteria were satisfied with conditions, as provided in the decision document, and **RECOMMENDED APPROVAL of the application, subject to the conditions in the Decision Document.**

Suggested Motion:

"BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, THE MATERIALS SUBMITTED BY THE APPLICANT, AND EVIDENCE IN THE RECORD, I MOVE THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 5182."

ORDINANCE NO. 5182

An Ordinance approving a Zone Change, with conditions, to the R-4 Medium, High-Density, 5000 SF Lot Residential Zone (Docket ZC 1-26) for the easterly portion of Tax Lot R4409CD 00100 upon annexation into the City limits, approximately 3.17 acres including abutting right-of-way, located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School.

RECITALS:

WHEREAS, the property owner owns the subject property, which includes a portion of Tax Lot R4409CD 00100 located within the Urban Growth Boundary but outside City limits; and

WHEREAS, the property owner has submitted an application to annex the unincorporated portion of Tax Lot 00100 and abutting right-of-way into City limits (Docket ANX 1-25), and an application to rezone the unincorporated portion of Tax Lot 00100 to R-4 zoning (Docket ZC 1-26), to be effective upon annexation of Tax Lot 00100 into City limits; and

WHEREAS, the McMinnville Municipal Code, Section 16.30.030 requires that all applicants for annexation must enter into an annexation agreement with the City of McMinnville; and

WHEREAS, on October 14, 2025, the McMinnville City Council approved Resolution No. 2025-51, authorizing the City Manager to sign an annexation agreement with the property owner for the future annexation of the unincorporated portion of Tax Lot R4409CD 00100; and

WHEREAS, the annexation agreement was duly entered into by the City and Property Owner and recorded with the County on December 5, 2025; and

WHEREAS, the application for the Zone Change was submitted on May 7, 2026 and deemed complete on June 4, 2026. The Planning Division processed the application for the Zone Change, to be effective upon annexation of Tax Lot 00100 into the city limits; and

WHEREAS, a duly noticed public hearing before the McMinnville Planning Commission was held on July 16, 2026, after due notice had been provided to the Department of Land Conservation and Development on June 9, 2026, written notice had been mailed to property owners within 300 feet of the affected property on June 17, 2026, and due notice was published in the local newspaper on July 10, 2026; and

WHEREAS, at said public hearing, a staff report, the application materials, findings and the decision document were presented, and applicant and public testimony was received; and

WHEREAS, the Planning Commission, being fully informed about said request, found that, with conditions, the requested Zone Change conformed to the applicable Comprehensive Plan goals and policies and review criteria based on material submitted by the applicant and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

WHEREAS, on July 16, 2026, the Planning Commission, by a vote of 7-0, recommended approval with conditions of ZC 1-26 to the McMinnville City Council; and

WHEREAS, consideration of Ordinance No. 5182 approving ZC 1-26 with conditions as recommended by the Planning Commission was placed on the August 25, 2026 City Council meeting agenda; and

WHEREAS, on August 25, 2026 the City Council elected to hold a public hearing as provided in MMC 17.72.130 and announced the September 16, 2026 public hearing; and

WHEREAS, a duly noticed public hearing was held by the City Council on September 16, 2026, after written notice had been mailed to property owners within 300 feet of the affected property on August 26, 2026, and due notice was published in the local newspaper on September 4, 2026; and

WHEREAS, on September 16, 2026, City Council, having received the Planning Commission recommendation and staff report, having conducted the public hearing, having heard additional public testimony, elected to close the public record and continue the public hearing until September 22 for the applicant's rebuttal;

WHEREAS, on September 22, 2026, City Council, having deliberated;

NOW, THEREFORE, THE CITY OF MCMINNVILLE ORDAINS, as follows:

1. That the Council approves the Zone Change (Docket ZC 1-26) subject to the Conditions in the Decision Document attached as Exhibit A, upon annexation of Tax Lot R4409CD 00100 into City limits,

2. The City Council adopts the Decision, Conditions, Findings of Fact, and Conclusionary Findings as documented in Exhibit A;

3. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

_____
MAYOR

Approved as to form:

_____
City Attorney

Attest:

_____
City Recorder

EXHIBITS:

A. Decision Document for Docket ZC 1-26

EXHIBIT A TO ORDINANCE NO. 5182

Community Development
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

DECISION, CONDITIONS, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR AN APPLICATION FOR A ZONE CHANGE FOR A PORTION OF TAX LOT R4409CD 00100, APPROXIMATELY 3.17 ACRES INCLUDING ABUTTING RIGHT-OF-WAY, ON NE MCDONALD LN., FROM COUNTY EF-80 TO CITY R-4 UPON ANNEXATION INTO CITY LIMITS

DOCKET: ZC 1-26

REQUEST: This is an application for a Zone Change from County EF-80 zoning to City R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) zoning for the remaining easterly portion Tax Lot R4409CD 00100 which hasn't been annexed into City limits, approximately 3.17 acres including abutting right-of-way. The vacant property on NE McDonald Ln. hasn't been assigned a street address. It is located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School.

The subject property is an unincorporated island surrounded by City limits on all sides, within the Urban Growth Boundary (UGB) but outside City limits. The subject property is currently subject to County EF-80 zoning. The applicant has previously applied for annexation, (Docket ANX 1-25). An annexation agreement was authorized by City Council and approved by the City Manager. The zone change would become effective upon annexation of the subject property into the City.

Note: *This is an application for a zone change only. The application materials submitted for the zone change also included a development plan for the property. No decision regarding the specific use or development plan will be made as part of the zone change application.*

LOCATION: **Site Address:** NE McDonald Ln, located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School.

Map & Tax Lot: part of R4409CD 00100

CURRENT ZONING: County EF-80

APPLICANT:	Doug Rux, AICP, applicant's representative, on behalf of applicant MAC MULTI LLC c/o Cory Redding
PROPERTY OWNER:	Yamhill Soil and Water Conservation District c/o Andy Bleckinger
STAFF:	Tom Schauer, Senior Planner
DATE DEEMED COMPLETE:	June 4, 2026. An updated narrative was submitted on June 8, 2026. 120 days from June 4, 2026 is October 2, 2026.
HEARINGS BODY & ACTION:	The McMinnville Planning Commission makes a recommendation to the City Council. A Planning Commission recommendation of approval is transmitted to the City Council for a decision. A Planning Commission recommendation/decision of denial becomes the final decision unless that decision is appealed to the City Council.
PLANNING COMMISSION HEARING DATE & LOCATION:	July 16, 2026 at 6:30 P.M., 200 NE 2nd Street, McMinnville, OR 97128. Zoom meeting ID: 831 2090 5124, Passcode: 288880
DECISION-MAKING BODY:	The McMinnville City Council makes the final decision, unless the Planning Commission recommendation/decision is denial, in which case that is the final decision unless the Planning Commission decision is appealed to City Council.
CITY COUNCIL MEETING DATE & LOCATION:	August 25, 2026 at 7:00 P.M., 200 NE 2nd Street, McMinnville, OR 97128.
CITY COUNCIL PUBLIC HEARING DATE & LOCATION:	September 16, 2026 at 6:00 PM and September 22, 2026 at 7:00 PM 200 NE 2nd Street, McMinnville, OR 97128
PROCEDURE:	The application is processed in accordance with the procedures in Section 17.72.120 of the Zoning Ordinance. The application is reviewed by the Planning Commission in accordance with the quasi-judicial public hearing procedures specified in Section 17.72.130 of the Zoning Ordinance. The Planning Commission makes a recommendation to City Council. A decision/recommendation of denial is final unless appealed to City

Council. A recommendation of approval is considered by the City Council, and the City Council shall take one of the actions specified in Section 17.72.130.

CRITERIA: The applicable criteria for the Zone Change ZC 1-26 are specified in Section 17.74.020 of the Zoning Ordinance.

In addition, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of the proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. "Proposals" specified in Volume II are not mandated, but are to be undertaken in relation to all applicable land use requests. The proposal must also be consistent with applicable provisions of state law.

APPEAL: The Planning Commission makes a recommendation to the City Council. If the Planning Commission recommendation is approval, the recommendation is forwarded to City Council to make the final decision. If the Planning Commission recommendation/decision is denial, then that is the final decision unless the Planning Commission's decision is appealed to the City Council per Section 17.72.180 of the McMinnville Municipal Code.

As specified in Section 17.72.190 of the McMinnville Municipal Code and state law, the City Council's decision may be appealed to the Land Use Board of Appeals (LUBA) within 21 (twenty-one) days of the date written notice of decision is mailed.

COMMENTS: This matter was referred to the following public agencies for comment: McMinnville Police Department, McMinnville Fire District, Engineering Division, Building Division, Public Works Department, Waste Water Services, McMinnville Airport Manager, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziply Fiber (formerly Frontier Communications); Recology; Northwest Natural Gas; the Oregon Department of Transportation, Yamhill County Transit, Yamhill SWCD, and Oregon Department of Aviation. Comments received are provided in Section IV of this document.

DECISION:
Based on the findings and conclusionary findings, the City Council finds that the applicable criteria are satisfied with conditions in Section II and **APPROVES** the Zone Change (ZC 1-26) with the conditions in Section II.

////////////

I. APPLICATION SUMMARY:

Subject Property & Request

This is an application for a Zone Change from County EF-80 zoning to City R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) zoning for the remaining easterly portion Tax Lot R4409CD 00100 which hasn't been annexed into City limits, approximately 3.17 acres including abutting right-of-way. The vacant property on NE McDonald Ln. hasn't been assigned a street address. It is located on the west side of NE McDonald Ln., generally between Chegwyn Farms Neighborhood Park and Grandhaven Elementary School. ***See Vicinity Map (Figure 1). See Existing and Proposed Zoning Map (Figure 2).***

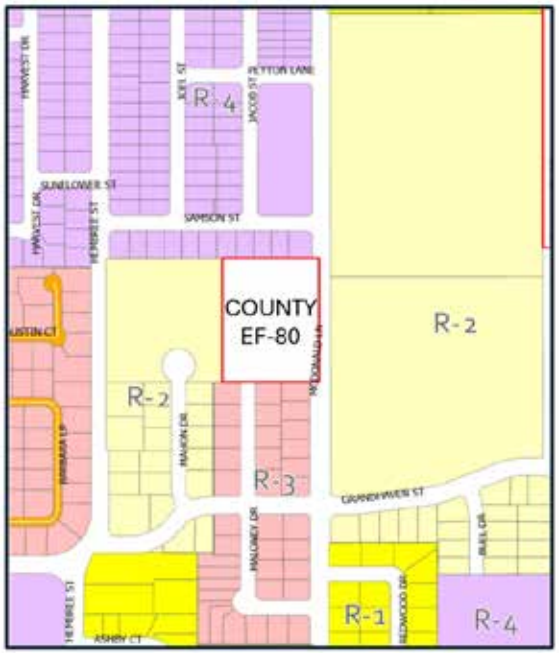
The subject property is an unincorporated island surrounded by City limits on all sides, within the Urban Growth Boundary (UGB) but outside City limits. The subject property is currently subject to County EF-80 zoning. The applicant has previously applied for annexation, (Docket ANX 1-25). An annexation agreement was authorized by City Council and approved by the City Manager. The zone change would become effective upon annexation of the subject property into the City.

Note: *This is an application for a zone change only. The application materials submitted for the zone change also included a development plan for the property. No decision regarding the specific use or development plan will be made as part of the zone change application.*

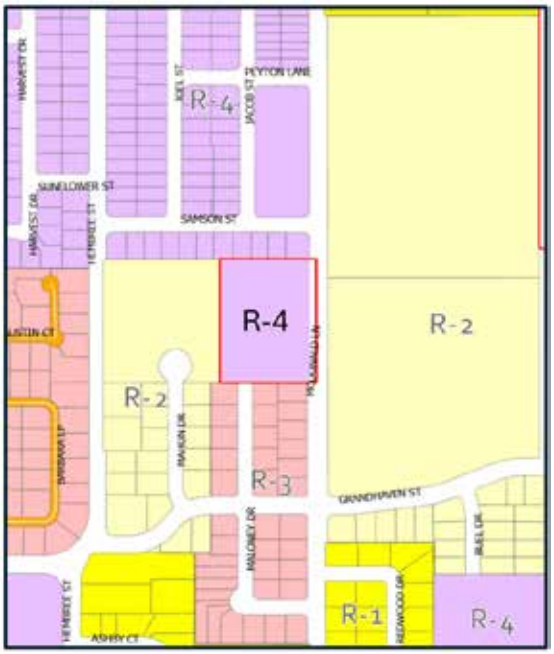
Figure 1. Vicinity Map/Aerial Photo

Figure 2. Current and Proposed Zoning

CURRENT ZONING



PROPOSED ZONING



II. CONDITIONS:

1. This land-use approval will not be in effect until any appeals have been resolved and the subject site has been annexed into the McMinnville city limits, at which time, the R-4 zone will be applied to the subject site.

2. The application for future development shall comply with one of the following requirements for transportation at the time of future development:

   - Development shall not exceed 519 ADT (a net increase not to exceed 400 ADT) using the average rate method in order to not exceed the 400 ADT threshold; or

   - Unless precluded by ORS 197A.420(6), the applicant shall conduct additional traffic analysis using the ITE average rate method to demonstrate compliance with adopted mobility targets, including any necessary transportation improvements required by developer that would be necessary to allow development exceeding 519 ADT. Additionally, the City reserves the right to require a development Traffic Impact Analysis (TIA) for future development if the proposal will result in an increase of 200 daily trips or 20 daily peak hour trips.

3. If at the time of development, the applicant proposes a density that exceeds twenty (20) residential units per net acre, (as is assumed in the modeling for the R-4 zoning), the City may require the applicant to enter into a reimbursement agreement with the City for modeling the impacts of the additional proposed sanitary impacts. This analysis

would need to be completed prior to any building permit issuance. Depending on the results of this analysis, the applicant may be responsible for associated costs for improvements to increase system capacity.

III. ATTACHMENTS: *(On file with the Planning Division)*

1. Exhibit 1. ZC 1-26 Application and Attachments

2. Exhibit 2a. July 14, 2026 Staff Memo with Additional Information and Written Public Testimony through July 14, 2026
   - Attachment 1 to Memo. Memo from Melissa Ryan
   - Attachment 2 to Memo. Written Public Comments:
     - 1-Ron Larson, submitted via email on 7/8/2026
     - 2-Deborah A. Hammond, submitted via email on 7/11/2026
     - 3- Patrick Evans, testimony, submitted via email on 7/12/2026
     - 4-Patrick Evans, petition with cover letter, submitted via email on 7/12/2026
     - 5-Alicia Gray, submitted via email on 7/13/2026
     - 6-Kenneth P. Carlson, submitted via email on 7/14/2026
     - 7-Jeff Keikkala, submitted via email on 7/14/2026
     - 8-Patricia (Pattie) Holder, submitted via email on 7/14/2026
     - 9-Kathleen Gibson, submitted via email on 7/14/2026

3. Exhibit 2b. July 16, 2026 Staff Memo with Additional Written Public Testimony Received through July 15, 2026 (numbering continued from previous testimony)
   - 10-Brad and Patty Landsiedel, submitted via email on 7/14/2026
   - 11-"Concerned resident" (email address provided), submitted via email on 7/14/2026 9:17pm
   - 12-"Concerned resident" (email address provided), submitted via email on 7/14/2026 9:22pm
   - 13-Deborah Hammond, submitted via email on 7/15/2026
   - 14-Deborah Hammond, submitted via email on 7/15/2026
   - 15-Gary Dey, submitted via email on 7/15/2026

4. Exhibit 2c. Additional Written Public Testimony Submitted at July 16, 2026 Planning Commission public hearing (numbering continued from previous testimony):
   - 16-Jeff Keikkala
   - 17-Jordan Christie
   - 18-Ray Clark
   - 19-Patrick Evans

7. Exhibit 3. July 16, 2026, Staff Memo with Updated Decision Document

8. Exhibit 4. Staff PowerPoint presentation from July 16, 2026, Planning Commission public hearing

9. Exhibit 5. Minutes from the July 16, 2026, Planning Commission Public Hearing

10. Exhibit 6. Staff PowerPoint Presentation from July 16, 2026, Planning Commission Public Hearing.

11. Exhibit 7. Staff Report and Ordinance No. 5182 with Decision Document for August 25, 2026 City Council Meeting.

12. Exhibit 8. Minutes from August 25, 2026 City Council Meeting.

13. Exhibit 9. Updated Staff Report and Ordinance No. 5182 with Decision Document for September 16, 2026 City Council Public Hearing.

14. Exhibit 10. September 14, 2026 Staff Memo with Attachments
    Attachment 1. Written Public Testimony for September 16, 2026 City Council Public Hearing
    - 20-Lee Eggers, 9-4-2026
    - 21-Pattie Holder, 9-9-2026
    - 22-Ray and Sandy Clark and Casee Clark, 9-9-2026
    - 23-Cathie Frederick, 9-12-2026
    - 24-Martin and Carolyn Gruher, 9-14-2026
    - 25-Debbie Hammond, 9-14-2026
    - 26-Jeff Keikkala, 9-14-2026

    Attachment 2. March 20, 2025 Legal Memo

15. Exhibit 11. September 15, 2026 Staff Memo with Attachments
    Attachment 1. Additional Written Public Testimony for September 16, 2026 City Council Public Hearing
    - 27-Janet Ziedrich, 9-14-2026
    - 28-Tifanie (Tuchscherer) Edson, 9-15-2026
    - 29-Patrick Evans, 9-15-2026
    - 30-Barbara Boyer, YSWCD, 9-15-2026
    - 31-Ron Larson, 9-15-2026

16. Exhibit 12. August 14, 2206 Newspaper Ad Entered into Record by Staff

17. Exhibit 13. September 15, 2026 Newspaper Article Entered in Record by Staff

18. Exhibit 14. Staff PowerPoint Presentation from September 16, 2026, City Council Public Hearing.

19. Exhibit 15. Additional Written Testimony Submitted at September 16, 2026 City Council Public Hearing.
    - 32-Doug Rux
    - 33-Jeff Keikkala
    - 34-Deborah Hammond
    - 35-Kathleen Gibson
    - 36-Ron Larson

20. Exhibit 16. Email from Ezra Hamer dated September 17, 2026, 8:03 AM, tolling the clock to October 30, 2026.

IV. COMMENTS:

Agency Comments
This matter was referred to the following public agencies for comment: McMinnville Fire District, McMinnville Police Department, Engineering Division, Building Division, Public Works Department, Waste Water Services, McMinnville Airport Manager, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziply Fiber (formerly Frontier Communications); Recology; Northwest Natural Gas; the Oregon Department of Transportation, Yamhill County Transit, Yamhill SWCD, and Oregon Department of Aviation. Comments received are provided in Section IV of this document.

Responses were received from the following agencies, provided below or attached:

- McMinnville Engineering Division
- McMinnville Water & Light
- McMinnville Fire District
- McMinnville Police Department
- McMinnville Building Division

- **McMinnville Engineering Division**
  The Engineering Division defers to DEA's [David Evans and Associates', City's contracted traffic review firm] review of the traffic analysis. It is acceptable to the Engineering Division to have the annexation agreement identifying the requirements. Engineering has no additional comments at this time for the zone change application.

- **McMinnville Water & Light**
  MW&L has the following comments:

  Water: No issues

  Power: McMinnville Water & Light has no objection to the proposed zone change. However, Public Utility Easements (PUEs) or easements to the benefit of MW&L will be required for any existing or future electric utility infrastructure necessary to serve the development. Easement locations and dimensions will be established during the design and development review process.

- **McMinnville Fire District**
  The fire district doesn't have any comments for the zone change but will have future comments to provide for the development plan.

- **McMinnville Police Department**
  No issues from police.

- **McMinnville Building Division**
  No building code issues.

Public Comments
Notice of this request was mailed to property owners located within 300 feet of the subject site.

Written Testimony Received Prior to the Planning Commission Public Hearing

- Memo from Melissa Ryan
- Ron Larson, submitted via email on 7/8/2026
- Deborah A. Hammond, submitted via email on 7/11/2026
- Patrick Evans, testimony, submitted via email on 7/12/2026
- Patrick Evans, petition with cover letter, submitted via email on 7/12/2026
- Alicia Gray, submitted via email on 7/13/2026
- Kenneth P. Carlson, submitted via email on 7/14/2026
- Jeff Keikkala, submitted via email on 7/14/2026
- Patricia (Pattie) Holder, submitted via email on 7/14/2026
- Kathleen Gibson, submitted via email on 7/14/2026
- Brad and Patty Landsiedel, submitted via email on 7/14/2026
- "Concerned resident" (email address provided), submitted via email on 7/14/2026 9:17pm
- "Concerned resident" (email address provided), submitted via email on 7/14/2026 9:22pm
- Deborah Hammond, submitted via email on 7/15/2026
- Gary Dey, submitted via email on 7/15/2026

Additional Written Public Testimony Submitted at July 16, 2026 Planning Commission public hearing:

- Jeff Keikkala
- Jordan Christie
- Ray Clark
- Patrick Evans

Oral Testimony at the Planning Commission Public Hearing:

Oral testimony was provided at the July 16, 2026 Planning Commission public hearing, as reflected in the meeting minutes.

- Deborah Hammond
- Peter Asher

- Jeff Keikkala
- Jordan Christie
- Kathryn Wilson
- Susan Powell
- Ray Clark
- Paul Wilson
- Jana Brown
- Carol Gruher
- Joan Buzzard
- Pattie Holder
- Patrick Evans

Additional Written Public Testimony Submitted for September 16, 2026 City Council public hearing:

- Lee Eggers, 9-4-2026
- Pattie Holder, 9-9-2026
- Ray and Sandy Clark and Casee Clark, 9-9-2026
- Cathie Frederick, 9-12-2026
- Martin and Carolyn Gruher, 9-14-2026
- Debbie Hammond, 9-14-2026
- Jeff Keikkala, 9-14-2026
- Janet Ziedrich, 9-14-2026
- Tifanie (Tuchscherer) Edson, 9-15-2026
- Patrick Evans, 9-15-2026
- Barbara Boyer, YSWCD, 9-15-2026
- Ron Larson, 9-15-2026

Additional Written Public Testimony Submitted at September 16, 2026 City Council public hearing:

- Doug Rux
- Jeff Keikkala
- Deborah Hammond
- Kathleen Gibson
- Ron Larson

Oral Testimony at the September 16, 2026 City Council Public Hearing:

Oral testimony was provided at the September 16, 2026 City Council public hearing, as reflected in the meeting minutes.

- Doug Rux (representing applicant)
- Ezra Hammer (representing applicant)
- Barbara Boyer, YSWCD
- Jeff Keikkala
- Debbie Hammond

- Patrick Evans
- Jordan Christie
- Ron Larson
- Gary Dey
- Wayne Thomas
- Ray Clark
- Mike Kippenhan
- Michael Jester
- Michelle MacFarlane

One additional person signed up to speak at the September 16, 2026 City Council public hearing but did not provide oral testimony:

- Peter Asher

V. FINDINGS OF FACT - PROCEDURAL FINDINGS

1. The application for the Annexation (ANX 1-25) was submitted with the appropriate fees on March 4, 2025.

2. The City Council approved Resolution 2025-51 on October 14 2025 authorizing the City Manager to sign an Annexation Agreement for the future annexation of Tax Lot R4409CD 00100. The Annexation Agreement was executed on November 24, 2025 and recorded on December 5, 2025, (Instrument #202512039).

3. The Zone Change application ZC 1-26 was submitted with the appropriate fees on May 7, 2026. The applicant submitted the necessary documentation to demonstrate a neighborhood meeting was noticed and held in accordance with the provisions of Section 17.72.095 of the Zoning Ordinance on November 25, 2025.

4. The application was deemed complete on June 4, 2026.

5. The applicant submitted an updated narrative on June 8, 2026.

6. On June 9, 2026, notice of the application was provided to the Oregon Department of Land Conservation and Development (DLCD).

7. On June 16, 2026, notice of the application was referred to the following public agencies for comment in accordance with Section 17.72.120 of the Zoning Ordinance: McMinnville Fire District, McMinnville Police Department, Engineering Division, Building Division, Public Works Department, Waste Water Services, McMinnville Airport Manager, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziply Fiber (formerly Frontier Communications); Recology; Northwest Natural Gas; the Oregon Department of Transportation, Yamhill County Transit, Yamhill SWCD, and Oregon Department of Aviation.

Comments received from agencies are addressed in Section IV of this Decision Document.

8. On June 17, 2026, notice of the application and the July 16, 2026 Planning Commission public hearing was mailed to property owners within 300 feet of the subject property in accordance with Section 17.72.120 of the Zoning Ordinance. Written testimony is attached to the Decision Document.

9. On July 10, 2026, notice of the application and the July 16, 2026 Planning Commission public hearing was published in the newspaper in accordance with Section 17.72.120 of the Zoning Ordinance.

10. The Planning Commission held a public hearing on July 16, 2026 to consider the request. The Planning Commission unanimously recommended approval with conditions.

11. Consideration of Ordinance No. 5182 approving ZC 1-26 with conditions as recommended by the Planning Commission was placed on the August 25, 2026 City Council meeting agenda. On August 25, 2026 the City Council elected to hold a public hearing as provided in MMC 17.72.130 and announced a September 16, 2026 public hearing.

12. A duly noticed public hearing was held by the City Council on September 16, 2026, after written notice had been mailed to property owners within 300 feet of the affected property on August 26, 2026, and due notice was published in the local newspaper on September 4, 2026.

13. On September 16, 2026, City Council opened the public hearing, heard a staff report, considered the Planning Commission recommendation, received testimony from the applicant, and received public testimony. At the meeting, the applicant orally tolled the clock for the 120-day decision-making period to October 30, 2026. The City Council closed the record to new evidence, and continued the public hearing to September 22, 2026 for rebuttal testimony from the applicant.

14. On September 17, 2026, 8:03 AM, the applicant sent an email tolling the clock to October 30, 2026.

15. On September 22, 2026, the City Council heard rebuttal testimony from the applicant, closed the public hearing for Ordinance No. 5182 (Docket ZC 1-26), and deliberated.

VI. FINDINGS OF FACT - GENERAL FINDINGS

1. **Location:**
    - **Site Address:** NE McDonald Ln. (vacant portion of property between Chegwyn Neighborhood Park and Grandhaven Elementary School)
    - **Map & Tax Lot:** R4409DC 00100

2. **Size:** 3.17 acres including abutting right-of-way

3. **Comprehensive Plan Map Designation:** Residential

4. **Current Zoning:** (See Figure 2 for map)

    a. **Subject Property:** Portion proposed for rezone: County EF-80
    b. **Surrounding Property:** R-4 to the north, R-2 to east and west, R-3 to south

5. **Current Use/Development:**

    a. **Subject Property:** Vacant
    b. **Surrounding Property:** Chegwyn Farms Neighborhood Park to the west and detached housing and manufactured housing park further west on the west side of NE Hembree; Grandhaven Elementary School to the east; predominantly detached housing with some corner duplexes to the south; detached housing, corner duplex, and apartments to the north.

6. **Inventoried Significant Resources:**
    a. **Historic Resources:** None Identified
    b. **Other:** None Identified

7. **Natural Features:**
    a. The property is generally level
    b. Small number of trees along a portion of the fence line on the south side of the property.

8. **Transportation and Access:** The subject portion of the property has frontage on NE McDonald Ln., a minor collector, along the east property line. The north end of NE Maloney Dr. terminates at the south property line of the subject property.

9. **Public Facilities:**
    a. **Sanitary Sewer.** 8-inch sanitary sewer is present in McDonald Lane and has capacity to serve the property with R-4 zoning. ***See applicant's Exhibit 11.***

    b. **Stormwater.** Storm lines are present in NE McDonald Ln near the southwest corner of the property and across the Grandhaven Elementary School property from a point in NE McDonald Ln near the center of the subject property. ***See applicant's Exhibit 12.***

    c. **Water and Power.** 10" water is present in NE McDonald Ln. The property can be served with water and power, subject to applicable easements and standards of McMinnville Water & Light in conjunction with development.

VII. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application.

In addition to any criteria specified in the Zoning Ordinance, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of a proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. "Proposals" specified in Volume II are not mandated, but are to be undertaken in relation to all applicable land use requests.

Amendments to the City's adopted and acknowledged planning documents, including amendments to the Comprehensive Plan Map and Zoning Map, are also subject to certain Statewide Planning Goals and associated statutes and administrative rules.

Zone Change (ZC 1-26)

The criteria for the Zone Change are addressed in the order below, which is different than presented in the application submittal:
Title 17: Zoning:

- Chapter 17.74. Review Criteria.
  - Section 17.74.010. Purpose
  - Section 17.74.020. Comprehensive Plan Map Amendment and Zone Change – Review Criteria
- Other Chapters:
  - Chapter 17.21. R-4 Zone
  - Chapter 17.72. Applications and Review Process
- Comprehensive Plan. (includes locational policies for proposed zoning, consistency with adopted/identified land needs, public facilities policies, and great neighborhood principles).
- State Law.
  - Statewide Planning Goals and Associated Administrative Rules, including OAR 660-012-0060. Transportation Planning Rule, Plan and Land Use Regulation Amendments.
  - ORS 197A.146

McMinnville Zoning Ordinance (Title 17 of the McMinnville Municipal Code)

Chapter 17.74. Review Criteria

17.74.010 Purpose. The purpose of this chapter is to provide the approval criteria for the following applications:

- *Comprehensive Plan Map Amendment*
- *Conditional Use Permit*
- *Planned Development Amendment*
- *Variance-Administrative*

- *Variance*
- *Zone Change (Planned Development)*

APPLICANT'S RESPONSE: The application is for a Zone Change.

FINDING: SATISFIED/APPLICABLE. The Comprehensive Plan Map designation for the property is residential. The requested Zone Change to R-4 is consistent with this Comprehensive Plan Map designation, so no Comprehensive Plan Map Amendment is required. The application is for a Zone Change, subject to the criteria in 17.74.020.

17.74.020 *Comprehensive Plan Map Amendment and Zone Change – Review Criteria. An amendment to the official zoning map may be authorized, provided that the proposal satisfies all relevant requirements of this ordinance, and also provided that the applicant demonstrates the following:*

A. The proposed amendment is consistent with the goals and policies of the Comprehensive Plan.

APPLICANT'S RESPONSE: As required, the Applicant has addressed applicable goals and policies of the Comprehensive Plan in the narrative provided below.

FINDING (17.74.020(A)): SATISFIED. Please see the respective section of these findings that addresses the Goals and Policies of the Comprehensive Plan for specific findings.

B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment.

APPLICANT'S RESPONSE: The proposed Zone Change is orderly and timely considering the pattern of development in the area, surrounding land uses and changes in the neighborhood. The site is an unannexed island surrounded by the city limits and is in the process of being annexed. One of the conditions of the Annexation Agreement was to apply for a zone change and the Applicant is requesting the R-4 zone. To the north the land is zoned R-4 (Medium-High Density Residential, 5000 SF Lot Residential Zone) developed with The Bungalows at Chegwyn Village, The Bungalows at Chegwyn Village II, and Cottages at Chegwyn Village subdivisions. To the east the land is zoned R-2 and is the location of Grandhaven Elementary School and undeveloped land to the north of the school. To the west the land is zoned R-2 (Low Density, 7000 SF Lot Residential Zone) and is the location of Chegwyn Farm Neighborhood Park. To the south the area is zoned R-3 (Medium Density, 6000 SF Lot Residential Zone) and is the location of Maloney First Addition and Witt Addition subdivisions. The requested zoning would be consistent with the R-4 zoning north of the subject site shown in Figure 1. The proposed development will adhere to the Great Neighborhood Principals which are discussed below. Because the requested R-4 zone would be for proposed apartments which are a needed housing type as described below under 17.74.020(C) subsection (B) is not applicable.

FINDING (17.74.020(B)): NOT APPLICABLE. Part of Section 17.74.020 (see below) provides in part, "*When the proposed amendment concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute), criterion "B" shall not apply to the rezoning of land designated for residential use on the plan map."* The land use is designated for residential use on the plan map, and the proposed amendment concerns needed housing. Therefore, criterion B is not applicable.

C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district.

APPLICANT'S RESPONSE: Utilities and services can efficiently be provided to serve the subject property because water, sanitary sewer, stormwater is adjacent to the site. Transportation improvements are anticipated along the site frontage for NE McDonald Lane.

An existing 8" sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 10. The subject site can be connected to this existing line. There is an 8" sanitary sewer line located in NE Maloney Drive which could also be connected to. Exhibit 11 is a sanitary sewer analysis provided by Jacobs under contract with the City and paid for by the Applicant.

A public stormwater line is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends east through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property. There is a 12" storm line in NE Hembree Street (Exhibit 12).

Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

Fire service is provided by the McMinnville Fire District. Station 1 is at 175 NE First Street and Station 12 is at 210 NW Baker Creek Road.

Parks are provided by the City of McMinnville. Chegwyn Farm Neighborhood Park is located immediately west of the subject site. Rotary Nature Preserve at Tice Woods is located southwest of the subject property on NE Baker Street.

K-12 education is provided by the McMinnville School District. Grandhaven Elementary School is located across the street from the subject property. Patton Middle School is located at 1175 NE 19th Street. McMinnville High School would serve the subject property and is located at 615 NE 15th Street.

Electrical and communication services can be efficiently extended by connecting to existing lines.

FINDING (17.74.020(C)): SATISFIED WITH CONDITION #3. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed R-4 zoning district. Please also see additional findings provided below for Chapter VII of Volume II of the Comprehensive Plan, Community Facilities and Services. The City has completed a sanitary

sewer capacity analysis that indicates there is adequate capacity in the existing sanitary system to serve this property as allowed per the City's Wastewater Master Plan modeling. The assumptions for the analysis were based on the information provided from the applicant and include changing zoning to R-4 with the assumption of twenty (20) residential units per net acre. As a condition, if at the time of development, the applicant proposes a density that exceeds twenty (20) residential units per net acre, (as is assumed in the modeling for the R-4 zoning), the City may require the applicant to enter into a reimbursement agreement with the City for modeling the impacts of the additional proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis, the applicant may be responsible for associated costs for improvements to increase system capacity.

> *When the proposed amendment concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute), criterion "B" shall not apply to the rezoning of land designated for residential use on the plan map.*
>
> *In addition, the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to: (1) exclude needed housing; (2) unnecessarily decrease densities; or (3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.*

APPLICANT'S RESPONSE: ORS 197A.348 defines "Needed Housing" as:

"(1) As used in ORS 197A.350 and this section, "needed housing" means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. "Needed housing" includes the following housing types:

(a) Attached and detached single-family housing, middle housing types as described in ORS 197A.420 and multiple family housing for both owner and renter occupancy;

(b) Government assisted housing;

(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.493;

(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions;

(e) Agriculture workforce housing; and

(f) Single room occupancies as defined in ORS 197A.430.

[...]"

The submitted Zone Change application addresses a needed housing type, multiple family, housing within the City of McMinnville. MMC 17.74.020. B. does not apply as noted above. Additionally based on the above criteria, restated "... the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to

(1) exclude needed housing;
(2) unnecessarily decrease densities; or
(3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.

The need for housing is further articulated with City analysis as discussed below.

The City's Land Needs Analysis (May 2001, incorporated by reference) base line forecast indicates that single-family and multi-family needs as 5,384 (Table 5-14) new dwelling units between 2000 and 2020. The demand for multi-family units is 1,209 (Table 5-15) in the period of 2000 – 2020. The Alternative Forecast indicates multi-family at 1,346 units (Table 5-24 & 5-26) in the period 2000 – 2020. The Alternative Forecast land need for R-4 is identified as 55 acres in the period 2000 – 2020. Table 5-29 identifies a land need of 778 units on 55 acres in the period 2000 – 2020. Table 6-2 identifies a dwelling unit need in R-4 of 588 units. Overall, the City at the time had a deficiency of 63.9 gross acres and 55.1 net acres of R-4 zoned land in the period 2000 – 2020.

The City of McMinnville Housing Needs Analysis (November 2023, incorporated by reference), which is under appeal. Figure 81 provide information on the historical density and mix from 200 – 2018. For Multi-family in the R-4 zone the unit mix is 37% and a net density of 19.1. The analysis further indicates that over the 20-year period based on population growth there will be a need for 4,657 new dwelling units. The recommended mix of units includes 33% to be multi-family. Infill development such as being proposed by the zone change indicates a need for 335 multi-family units and vacant or partially vacant land of 1,202 units (Exhibit 87 & 88). Exhibit 89 indicates a need for 375 multi-family units between 2021 – 2026, 760 multi-family units between 2021 – 2031, 1,537 multi-family units between 2021 – 2041, and 3,626 multi-family units between 2021 – 2067. Finally, the analysis indicates a deficit of 1,101 dwelling units for the period of 2021 – 2041 (Exhibit 101).

Both analyses indicate a deficit of multi-family housing in McMinnville. The proposed zone change will assist in addressing the deficiency. Therefore, the Zone Change of the subject site is essential when addressing the public need for additional housing.

FINDING (REMAINDER OF 17.74.020): SATISFIED/APPLICABLE. The proposed amendment concerns needed housing and the property is designated as Residential on the Comprehensive Plan Map. Therefore, Criterion "B": shall not apply to the proposed rezone. In addition, the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other

policies contained in the plan shall not be used to: (1) exclude needed housing; (2) unnecessarily decrease densities; or (3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay. The findings regarding consistency with the goals and policies of the Comprehensive Plan are satisfied, or satisfied with conditions, such that the decision doesn't exclude needed housing, unnecessarily decrease densities, nor attach conditions which would have the effect of discouraging needed housing through unreasonable cost or delay. See also findings regarding consistency with the City's adopted and acknowledged Housing Needs Analysis provided in the findings for Statewide Planning Goal 10 (Housing) below.

Chapter 17.21. R-4 Medium, High-Density, 5,000 SF Lot Residential Zone

17.21.010 Permitted Uses. In an R-4 zone, the following uses and their accessory uses are permitted:

[...]

C. Apartments; Multiple dwelling subject to the following:

1. Developments with five or more units.
2. The property on which the use will be located has direct access from a major collector or minor arterial street, or a local collector street within 600' of a collector or arterial street; or
3. The property is located within one-half mile of a planned or existing transit route; or
4. The property is within one-quarter mile from a planned or existing neighborhood or commercial shopping area.

[...]

APPLICANT'S RESPONSE: The proposed apartments meet three of the four requirements. The number of dwelling units complies with #1. Of the remaining three requirements only one needs to be met. The proposal complies with requirements #2 and #3, and #4 is not applicable. Each are discussed below.

1. There would be more than five new dwelling units. Seventy-five (75) dwelling units are proposed.

2. The subject site has direct access to NE McDonald Lane a Minor Collector. NE McDonald Lane intersects with NE Grandhaven Street, a Major Collector located 390 feet south of the southern property line of the subject site and is within the 600-foot requirement.

3. The subject site is located 1,370 feet northeast of the existing Transit Route 3 at NE Burnett Road and NE Hembree Street following the path of NE Grandhaven Street and NE McDonald Lane. The path to the transit route is within one-half mile.

4. The subject site is 2,197 feet north from an existing neighborhood or commercial shopping area located at the intersection of NE McDonald Lane and Highway 99W and is beyond one-quarter mile, but the proposal complies with requirements #1, #2, and #3 so does not need to meet requirement #4.

FINDING (CHAPTER 17.21): SATISFIED/NOT APPLICABLE. The permitted uses and development standards of the R-4 zone are not criteria for a zone change. However, the information provided by the applicant relative to these provisions of the R-4 zone is supporting information which helps demonstrate the Comprehensive Plan goals and policies are met for the rezone, that the proposed rezone addresses needed housing, and that the proposed rezone to R-4 won't (1) exclude needed housing; (2) unnecessarily decrease densities; or (3) require special conditions which would have the effect of discouraging needed housing through unreasonable cost or delay.

Apartments are a permitted use in the R-4 zone, subject to the locational criteria of this subsection, and these findings demonstrate that the locational criteria would be met to allow for apartments as a permitted use on the subject property upon rezoning of the property to R-4.

Chapter 17.72. Applications and Review Process

17.72.010 Purpose. The purpose of this chapter is to describe the various review and appeal processes for land use applications and permits in McMinnville.

17.72.020 Application Submittal Requirements. Applications shall be filed on
forms provided by the Planning Department and shall be accompanied by the following:

A. A scalable site plan of the property for which action is requested. The site plan shall show existing and proposed features, such as access, lot and street lines with dimensions in feet, distances from property lines, existing and proposed buildings and significant features (slope, vegetation, adjacent development, drainage etc.)

B. An explanation of intent, nature and proposed use of the development, and any pertinent background information.

C. Property description and assessor map parcel numbers(s).

D. Legal description of the property when necessary.

E. Signed statement indicating that the property affected by the application is in the exclusive ownership or control of the applicant, or that the applicant has the consent of all partners in ownership of the affected property.

F. Materials required by other sections of the McMinnville Zoning Ordinance specific to the land use application.

G. Other materials deemed necessary by the Planning Director to illustrate compliance with applicable review criteria, or to explain the details of the requested land use action.

APPLICANT'S RESPONSE:

A. A Conceptual Site Plan is included as Exhibit 4.

B. This narrative explains the intent, nature and proposed use of the development and relevant background information.

C. A property description is included as Exhibit 5 along with an Assessors Map.

D. A legal description of the area that applies to the Zone Change is included as Exhibit 6.

E. Exhibit 7 is the signed statement that the Applicant has the consent of the property ownership to submit the Zone Change application.

F. Neighborhood Meeting material is included as Exhibit 8.

G. The Director requested a Transportation Planning Rule Analysis and Traffic Impact Analysis be prepared (Exhibit 9). An Annexation Agreement has been entered into (Exhibit 2). The conditions in the agreement has a Comprehensive Plan/Zoning section that requires submittal of a land use application for a Zone Map Amendment to occur. An application packet has been submitted to fulfill the requirement. Another section relates to Development with eight subsections listed as a – h. The conditions are development related and not applicable to the requested Zone Change.

17.72.030 Filing Fees. The City shall charge and collect a filing fee for each such application as established by resolution of the City Council.

A. The applicant(s) shall submit the required filing fee at the time of application submittal;

B. Whether the request is approved or denied, the petitioner shall not be entitled to a refund of the initial fee paid.

APPLICANT'S RESPONSE:

A. The Applicant has submitted the required application fee for the Zone Change.

B. The Applicant acknowledges that the Zone Change application is not refundable whether approved or denied.

17.72.040 Application Review for Completeness. Upon receipt of a complete application, the Planning Director shall review the application for

completeness within 30 (thirty) days of the date that the application is submitted. If, upon review, the application is found to be incomplete, the applicant shall be advised in writing of the information needed to complete the application within 30 (thirty) days of the date of application submittal. The application shall be deemed complete upon receipt of all the missing information or upon written notice from the applicant that some or all the missing information will not be provided. Throughout all land use proceedings, the burden of proof shall rest on the applicant.

APPLICANT'S RESPONSE: The Applicant acknowledges the 30-day completeness review requirement by the Planning Director and if additional material is required the Applicant has the obligation to submit the missing information.

17.72.050 Application Decision Time Limit. The City shall take final action on all land use requests that are wholly within the authority and control of the City within 120 days from the date the application is deemed complete. However, by agreement with the applicant, this deadline may be extended for any reasonable length of time. The 120-day period does not apply to an amendment of the comprehensive plan or a land use regulation or adoption of a new land use regulation that was forwarded to the Director of the Department of Land Conservation and Development (DLCD) as required by ORS 197.610.

APPLICANT'S RESPONSE: The Applicant acknowledges that the City has 120-days from the date the application is deemed complete to take final action on the submitted Zone Change application.

17.72.060 Limitations on Renewal or Refiling of Application. Where an application that is subject to a public hearing has been denied, no new application for the same purpose shall be filed within one year of the date of the previous denial unless the City Council or Planning Commission, for good cause, shall grant permission to do so.

APPLICANT'S RESPONSE: The Applicant understands that a denial of the submitted Zone Change application prohibits submittal of another Zone Change application for a period of 1-year unless the City Council or Planning Commission grants permission to do so.

17.72.070 Concurrent Applications. When a proposal involves more than one
application for the same property, the applicant may submit concurrent applications which shall be processed simultaneously. In so doing, the applications shall be subject to the hearing procedure that affords the most opportunity for public hearing and notice.

APPLICANT'S RESPONSE: There is a separate Annexation application that has been submitted for the subject property that is under review through the separate Annexation process. No other concurrent land use application is being proposed with the Zone Change

application. If approved the Applicant will submit a separate Partition application and applications for physical site improvements.

17.72.080 Legislative or Quasi-Judicial Hearings. The applications listed in this Chapter are either legislative or quasi-judicial in nature and are subject to a public hearing before the Planning Commission or City Council.

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

APPLICANT'S RESPONSE: The Applicant is not proposing a zoning ordinance or comprehensive plan text amendment; therefore, the above standards do not apply.

B. An application that is site specific (such as a zone change or annexation request) would call for a quasi-judicial hearing. The decisions made as a result of such hearings must be based upon testimony submitted and supported by Findings of Fact. An amendment that is site specific may be initiated by the City Council, the Planning Commission, the Citizens' Advisory Committee or by application of the property owner.

APPLICANT'S RESPONSE: The Zone Change application has been submitted by the Applicant with concurrence from the property owner. As required, land use decisions will be issued after public hearings are held before the Planning Commission and City Council.

17.72.090 Application Review Summary Table. The following table offers an overview of land use applications and corresponding review body. Additional information regarding the notification and approval criteria for specific land use applications can be found by referring to the procedural reference section in the right-hand column of the table. Information regarding the hearing body and the hearing procedure can be found in this chapter. (Ord. 5106 §2, 2021; Ord. 5047 §2, 2018, Ord. 5034 §2, 2017; Ord. 4984 §1, 2014). [...]

Applications Public Hearing – Planning Commission	*Appeal of Director Decision*	*17.72.170*
	Application (Director's Decision) for which a Public Hearing is Requested	*17.72.120*
	Area Plan	*17.10*
	*Comprehensive Plan Map or Text Amendment**	*17.74.020*

	Conditional Use Permit	*17.74.030-060*
	Legislative Amendments	*17.72.120*
	Master Plan	*17.10*
	*Planned Development Amendment**	*17.74.070*
	Subdivision (more than 10 lots)	*17.53.070*
	Variance	*17.74.100-130*
	*Zone Change**	*17.74.020*

[...]
** Following Public Hearing, Planning Commission makes recommendation to City Council*
**** McMinnville Urban Area Management Commission*

APPLICANT'S RESPONSE: The Application is a Zone Change.

17.72.095: Neighborhood Meetings.

A. A neighborhood meeting shall be required for:

1. All applications that require a public hearing as described in Section 17.72.120, except that neighborhood meetings are not required for the following applications:

a. Comprehensive plan text amendment; or

b. Zoning ordinance text amendment; or

c. Appeal of a Planning Director's decision; or

d. Application with Director's decision for which a public hearing is requested.

2. Tentative Subdivisions (up to 10 lots)

3. Short Term Rental

APPLICANT'S RESPONSE: A Neighborhood Meeting for the submitted Zone Change application was held on November 25, 2025. As required, the Applicant has submitted the attached Neighborhood Meeting documentation to demonstrate compliance with City standards (see Exhibit 8).

B. Schedule of Meeting.

1. The applicant is required to hold one neighborhood meeting prior to submitting a land use application for a specific site. Additional meetings may be held at the applicant's discretion.

2. *Land use applications shall be submitted to the City within 180 calendar days of the neighborhood meeting. If an application is not submitted in this time frame, the applicant shall be required to hold a new neighborhood meeting.*

APPLICANT'S RESPONSE:

1. A Neighborhood Meeting was held on November 25, 2025.

2. This application is being submitted on May 7, 2026, which is 163 days after the Neighborhood Meeting and within the 180-day timeframe.

C. Meeting Location and Time.

1. *Neighborhood meetings shall be held at a location within the city limits of the City of McMinnville.*

2. *The meeting shall be held at a location that is open to the public and must be ADA accessible.*

3. *An 8 ½ x 11" sign shall be posted at the entry of the building before the meeting. The sign will announce the meeting, state that the meeting is open to the public and that interested persons are invited to attend.*

4. *The starting time for the meeting shall be limited to weekday evenings between the hours of 6 pm and 8 pm or Saturdays between the hours of 10 am and 4 pm. Neighborhood meetings shall not be held on national holidays. If no one arrives within 30 minutes after the scheduled starting time for the neighborhood meeting, the applicant may leave.*

APPLICANT'S RESPONSE:

1. The Neighborhood Meeting was held November 25, 2025, at Golden Valley Brew Pub, 980 NE 4th Street McMinnville, OR 97128, within the city limits of McMinnville.

2. The Neighborhood Meeting was open to the public and met ADA accessibility requirements.

3. An 8 ½ x 11" sign was posted at the entry of the building that announced the meeting beginning on November 25, 2025, and stated the meeting is open to the public and that interested persons are invited to attend (Exhibit 8).

4. The Neighborhood Meeting was held on a weekday (Tuesday, November 25, 2025, at 6 pm). This day was not a national holiday.

D. Mailed Notice.

1. *The applicant shall mail written notice of the neighborhood meeting to surrounding property owners. The notices shall be mailed to property owners within certain distances of the exterior boundary of the subject property. The notification distances shall be the same as the distances used for the property owner notices for the specific land use application that will eventually be applied for, as described in Section 17.72.110 and Section 17.72.120.*

2. *Notice shall be mailed not fewer than 20 calendar days nor more than 30 calendar days prior to the date of the neighborhood meeting.*

3. *An official list for the mailed notice may be obtained from the City of McMinnville for an applicable fee and within 5 business days. A mailing list may also be obtained from other sources such as a title company, provided that the list shall be based on the most recent tax assessment rolls of the Yamhill County Department of Assessment and Taxation. A mailing list is valid for use up to 45 calendar days from the date the mailing list was generated.*

4. *The mailed notice shall:*

    a. *State the date, time and location of the neighborhood meeting and invite people for a conversation on the proposal.*

    b. *Briefly describe the nature of the proposal (i.e., approximate number of lots or units, housing types, approximate building dimensions and heights, and proposed land use request).*

    c. *Include a copy of the tax map or a GIS map that clearly identifies the location of the proposed development.*

    d. *Include a conceptual site plan.*

5. *The City of McMinnville Planning Department shall be included as a recipient of the mailed notice of the neighborhood meeting.*

6. *Failure of a property owner to receive mailed notice shall not invalidate the neighborhood meeting proceedings.*

APPLICANT'S RESPONSE:

1. Mailed Notice was provided on October 29, 2025, based on a list provided by the City of McMinnville Planning Department (Exhibit 8).

2. Mailed notice occurred on October 29, 2025, which was 27 days before the Neighborhood Meeting.

3. The mailing list was obtained from the City of McMinnville Planning Department. The mailing occurred within 45-days of obtaining the list on October 27, 2025.

4. The mailed notice stated the date, time and location of the neighborhood meeting and invite people for a conversation on the proposal; Briefly describe the nature of the proposal; Included a copy of the tax map or a GIS map that clearly identifies the location of the proposed development; and included a conceptual site plan.

5. The McMinnville Planning Department was included in the mailed notice (Exhibit 8).

6. The Applicant believes all parties were notified of the Neighborhood Meeting as required based on the mailing list provided by the City.

E. Posted Notice.

1. The applicant shall also provide notice of the meeting by posting one 18 x 24" waterproof sign on each frontage of the subject property not fewer than 20 calendar days nor more than 30 calendar days prior to the date of the neighborhood meeting.

2. The sign(s) shall be posted within 20 feet of the adjacent right-of-way and must be easily viewable and readable from the right-of-way.

3. It is the applicant's responsibility to post the sign, to ensure that the sign remains posted until the meeting, and to remove it following the meeting.

4. If the posted sign is inadvertently removed (i.e., by weather, vandals, etc.), that shall not invalidate the neighborhood meeting proceedings.

APPLICANT'S RESPONSE:

1. A sign was posted on the subject property on November 4, 2025 (see Exhibit 8).

2. The sign was within 20 feet of the adjacent right-of-way (see Exhibit 8).

3. The Applicant posted the sign on November 4, 2025.

4. The Applicant periodically checked the site to ensure that the signs were not inadvertently removed.

F. Meeting Agenda.

1. The overall format of the neighborhood meeting shall be at the discretion of the applicant.

2. At a minimum, the applicant shall include the following components in the neighborhood meeting agenda:

a. An opportunity for attendees to view the conceptual site plan;

b. A description of the major elements of the proposal. Depending on the type and scale of the particular application, the applicant should be prepared to discuss proposed land uses and densities, proposed building size and height, proposed access and parking, and proposed landscaping, buffering, and/or protection of natural resources;

c. An opportunity for attendees to speak at the meeting and ask questions of the applicant. The applicant shall allow attendees to identify any issues that they believe should be addressed.

APPLICANT'S RESPONSE: The Neighborhood Meeting was a drop in format with an opening presentation, and the Applicant and representatives present to answer questions from the community and take community input. A Conceptual Site Plan was provided for viewing and discussion with community members. Hard copies of the Conceptual Site Plan were made available in addition to Comment Sheets. No Comment Sheets were filled out.

G. Evidence of Compliance. In order for a land use application that requires a neighborhood meeting to be deemed complete, the following evidence shall be submitted with the land use application:

1. A copy of the meeting notice mailed to surrounding property owners;

2. A copy of the mailing list used to send the meeting notices;

3. One photograph for each waterproof sign posted on the subject site, taken from the adjacent right-of- way;

4. *One 8 ½ x 11" copy of the materials presented by the applicant at the neighborhood meeting; and*

5. *Notes of the meeting, which shall include:*
    a. *Meeting date;*

    b. *Meeting time and location;*

    c. *The names and addresses of those attending;*

    d. *A summary of oral and written comments received; and*

    e. *A summary of any revisions made to the proposal based on comments received at the meeting.*

APPLICANT'S RESPONSE: As required, the attached Neighborhood Meeting documentation meets the above standards (see Exhibit 8).

17.72.120 Applications – Director's Review with Notification. The following shall be submitted as stated above in Section 17.72.020 and shall be reviewed by the Planning Director or designee.

- *Annexation*
- *Appeal of a Planning Director's Decision*
- *Application with Director's decision for which a public hearing is requested*
- *Comprehensive Plan Map Amendment*
- *Comprehensive Plan Text Amendment*
- *Conditional Use Permit*
- *Demolition of National Register of Historic Places Structure (Public hearing held by the Historic Landmarks Committee)*
- *Planned Development*
- *Planned Development Amendment*
- *Tentative Subdivision (more than 10 lots)*
- *Urban Growth Boundary Amendment*
- *Variance*
- *Zone Change*
- *Zoning Ordinance Text Amendment*
- *Any application listed in Section 17.72.110 for which a public hearing is requested.*

The above applications are subject to the following submittal, notice, and hearing requirements:

A. *Applications must be filed not less than 35 (thirty-five) days prior to the date of the public hearing. Applications other than those involving text amendments or other legislative matters shall be*

reviewed for completeness as outlined above in Section 17.72.040.

APPLICANT'S RESPONSE: The Zone Map Amendment application was filed on May 7, 2026. The Applicant anticipates that the first evidentiary public hearing will occur at least 35 days after the application submittal as established by the City.

B. The Director shall send a copy of the proposal to any agency or City department identified by the Director as having interest in the proposal including those agencies and departments responsible for determining compliance with state and federal requirements. The notified agency may provide written comment regarding the proposal.

APPLICANT'S RESPONSE: The Applicant acknowledges that the Director has the responsibility to notify any agency or city department of the submitted application.

C. An application to amend the comprehensive plan map, zoning ordinance text, comprehensive plan text or other application requiring notice to the Department of Land Conservation (DLCD) and Development Commission as a "post acknowledgment plan amendment" shall be submitted to the Planning Department a minimum of 55 (fifty-five) days prior to the date of the public hearing so that notice of the application can be provided to the DLCD.

APPLICANT'S RESPONSE: The submitted application for a Zone Change requires notification to DLCD as a Post Acknowledgement Plan Amendment. The Applicant acknowledges that the application's first evidentiary public hearing will be at least 55 days after submitting the application as established by the City.

D. Notice of the public hearing shall be published in a newspaper of general circulation in the City, not less than five (5) days nor more than 15 (fifteen) days prior to the date of the public hearing.

APPLICANT'S RESPONSE: The City will provide the required published notice for the public hearing meeting and the required timeline.

E. Written notice of a variance request shall be mailed to the applicant and all property owners within 100 feet of the exterior boundary of the subject property, and within 200 feet of the exterior boundary of the subject property for an application for a conditional use permit not fewer than 20 (twenty) nor more than 30 (thirty) days prior to the date of the public hearing.

APPLICANT'S RESPONSE: The submitted application is not for a variance, and the criterion is not applicable.

F. Written notice of a request for applications other than those involving text amendments or other legislative matters shall be mailed to the applicant and all property owners within 300 feet of the exterior boundary of the subject property, not fewer than 20 (twenty) nor more than 30 (thirty) days prior to the date of the public hearing.

APPLICANT'S RESPONSE: Written notice was mailed by the City in accordance with the above criterion.

Written notice of an application to change a zone for all or part of a mobile home park shall be provided for the tenants of a mobile home park at least 20 (twenty) days but not more than 40 (forty) days before the date of the first public hearing on the application. (Ord. 5034 §2, 2017; Ord. 4984 §1, 2014).

APPLICANT'S RESPONSE: The submitted Zone Change application does not propose a change to the zone for all or a part of a mobile home park and the criterion is not applicable.

17.72.130 Public Hearing Process. Public hearings shall be conducted as per requirements of McMinnville Ordinance No. 3682, as amended;

A. A staff report shall be submitted to the review body, and shall be made available to the public at least seven (7) days before the date of the public hearing. Any public hearing may be continued to a specific date, time, and location by oral announcement of that specific date, time, and location prior to the hearing being recessed. This announcement is sufficient notice to all applicants, adverse parties, and interested persons, and no further notice is required.

APPLICANT'S RESPONSE: The Applicant acknowledges that the City will provide a staff report at least seven days prior to scheduled public hearings on the submitted Zone Change application.

[...]

C. Quasi-judicial hearings: A quasi-judicial public hearing may be held over on the Planning Commission's own motion or on the request of any participant in the hearing who requests an opportunity to present additional evidence, arguments, or testimony on the application.

1. Should a participant request an opportunity to present additional evidence, arguments, or testimony, the Planning Commission shall have the discretion to grant the request by either:

a. *Continuing the hearing to a specific date, time and location, provided the date is at least seven (7) days after the date of the initial evidentiary hearing or,*

b. *Holding the record open for the submission of additional written evidence, arguments, or testimony, provided that the record shall be left open for at least seven (7) days after the date of the initial evidentiary hearing.*

2. *A request for continuance or a request to keep the record open shall be granted provided that the request occurs before the conclusion of the initial evidentiary hearing and either;*
   a. *There is sufficient time under ORS 197.178, or*
   b. *The applicant requests or agrees to the extension of time.*

3. *Within 45 (forty-five) days following the public hearing on a quasi-judicial matter, and unless a continuance is announced, the Planning Commission shall make specific Findings of Fact. Based on the findings, the Planning Commission shall render a decision which shall either approve or deny the application, or approve the application in a different form.*

4. *Planning Commission decisions on the following applications shall be final unless an appeal is filed.*
   - *Appeal of Planning Director's Decision*
   - *Conditional Use Permit*
   - *Tentative Subdivision (with more than 10 lots)*
   - *Variance*
   - *Any application listed in Section 17.72.110 for which a public hearing is called.*

5. *Following the public hearing for all other quasi-judicial applications listed in Section 17.72.120, the Planning Commission shall make a recommendation to the City Council to approve or deny the application, or that the proposal be adopted or rejected, or that the application or proposal be approved in a different form.*

   a. *If the decision of the Planning Commission recommends that an application be granted or that the proposal be adopted, or that the application be approved in a different form, the Planning Commission shall transmit to the City Council, a copy of the application, a scale drawing of the site,*

the minutes of the public hearing, the decision and findings of the Planning Commission, and any other materials deemed necessary for decision by the City Council.

b. If the decision of the Planning Commission recommends that the application be denied, or the proposal rejected, no further proceedings shall be held by either the Planning Commission or City Council, unless an appeal of the Commission's decision is filed.

6. Upon receipt of the decision of the Planning Commission to recommend approval the Council shall:

a. Based on the material in the record and the findings adopted by Commission and transmitted to the City Council, adopt an ordinance effecting the proposed change, or;

b. Call for a public hearing on the proposal subject to the notice requirements stated in Section 17.72.120(D)-(F).

APPLICANT'S RESPONSE: The Applicant understands the hearing process, continuance requests, leaving the record open, findings of fact, recommendations, and ordinance adoption process outlined in 1 – 6 above.

17.72.140 Mailed Notification. The names and addresses of the property owners from the Yamhill County Assessor's Office most recent property tax assessment roll shall be used for the purposes of giving notice to affected parties. Failure of a person or persons to receive notice shall not impair the validity of the hearing.

APPLICANT'S RESPONSE: The Applicant understands that the mailed notification will be derived from the Yamhill County Assessor's office property tax assessment roll.

17.72.150 Notice of Decision. Within five (5) working days after a decision has been rendered, the Planning Department shall provide written notice of the decision to all parties who participated.

APPLICANT'S RESPONSE: The Applicant recognizes that as decisions are made on the submitted Zone Change application that the City of McMinnville Planning Department will provide notice of the decision within 5 working days.

17.72.160 Effective Date of Decision. Unless an appeal is filed, a decision made by the Planning Director, or the Planning Commission shall become

final fifteen (15) calendar days from the date that the notice of the decision is mailed. Unless an appeal is filed, a decision made by the City Council shall become final 21 (twenty-one) days from the date that the notice of decision is mailed. (Ord. 5106 §2, 2021)

APPLICANT'S RESPONSE: The submitted application will require McMinnville City Council approval following a review or public hearing and the decision would become final 21 days after the date the notice of decision is mailed and that effective date for ordinances is 30 days after adoption.

[...]

17.72.190 Appeal from Ruling of City Council. An action or ruling of the City Council may be appealed to the Land Use Board of Appeals (LUBA) within 21 (twenty one) days of the date written notice of the decision is mailed.

APPLICANT'S RESPONSE: The Applicant acknowledges that they have the right to appeal a City Council decision to LUBA within 21-days after notice of the decision is mailed.

FINDING: (CHAPTER 17.72): SATISFIED. Chapter 17.72 provides submittal requirements and review procedures for different land use application types. It doesn't provide substantive criteria for a Zone Change. The application is being processed in accordance with the specified procedures for a Quasi-Judicial Zone Change provided in Chapter 17.72. The applicant held the required neighborhood meeting consistent with the requirements of Chapter 17.72 before submitting the application. The applicant has submitted a complete application with the required filing fee, including the neighborhood meeting documentation required by 17.72.095(G), and has met the procedural requirements of Chapter 17.72 for the submittal.

Comprehensive Plan Volume II:

The following Goals, Policies, and Proposals from Volume II of the Comprehensive Plan provide criteria applicable to this request:

The implementation of many of the goals, policies, and proposals as they apply to quasi-judicial land use applications are accomplished through the provisions, procedures, and standards in the city codes and master plans, which are sufficient to adequately address applicable goals, policies, and proposals as they apply certain applications, and are not addressed below

The following findings are made relating to Goals and Policies:

CHAPTER II: NATURAL RESOURCES

GOAL II 1: TO PRESERVE THE QUALITY OF THE AIR, WATER, AND LAND RESOURCES WITHIN THE PLANNING AREA.

LAND

Policies:

1.00 Urbanizable lands outside the city limits, but inside the Urban Growth Boundary, shall be retained, whenever possible, in agricultural use until such time as they are needed for urban development.

APPLICANT'S RESPONSE: The subject site is currently outside the city limits (an application for annexation has been submitted) but is within the Urban Growth Boundary. The subject property is 7.04 acres (gross) in size and is partially developed with Chegwyn Farm Neighborhood Park (area annexed in 2008). The balance of the site, approximately 3.17 acres (gross) and 2.86 acres net, is undeveloped. The site has not been retained for agricultural use. There is no conservation easement on the property.

2.00 The City of McMinnville shall continue to enforce appropriate development controls on lands with identified building constraints, including, but not limited to, excessive slope, limiting soil characteristics, and natural hazards.

APPLICANT'S RESPONSE: The subject site does not have any designated development constraints, limiting soil characteristics or natural hazards in the Comprehensive Plan or zoning regulations.

3.00 The City of McMinnville shall review any identified mineral and aggregate resource locations to determine the quality of the material, the likelihood that it will be extracted and the compatibility of the site with surrounding land uses. The City shall seek to resolve any conflicts between aggregate resource locations and surrounding land uses, and shall protect, whenever possible, mineral and aggregate resources from future encroachment by incompatible uses, especially residential uses.

APPLICANT'S RESPONSE: No designation exists for the subject property for mineral or aggregate resources according to City GIS data.

4.00 The City of McMinnville, in cooperation with the Oregon Department of Geologic and Mineral Industries, shall insure that aggregate sites are reclaimed after their usefulness has expired.

APPLICANT'S RESPONSE: No designation exists for the subject property for mineral or aggregate resources.

AIR
Policies:
5.00 – 7.00

APPLICANT'S RESPONSE: Policies 5.00 - 7.00 are not applicable because the proposal does not impact DEQ, and no air quality permit would be required, and no new major emissions would be generated from future residential (multi-family) development.

WATER

Policies:

8.00 The City of McMinnville shall continue to seek the retention of high water quality standards as defined by federal, state, and local water quality codes, for all the water resources within the planning area.

9.00 The City of McMinnville shall continue to designate appropriate lands within its corporate limits as "floodplain" to prevent flood induced property damages and to retain and protect natural drainage ways from encroachment by inappropriate uses.

10.00 The City of McMinnville shall cooperate with the Oregon Department of Environmental Quality, the Mid-Willamette Valley Council of Governments, and other appropriate agencies and interests to maintain water quality and to implement agreed upon programs for management of the water resources within the planning area.

11.00 The City of McMinnville shall cooperate with McMinnville Water and Light, the Bureau of Land Management, and Yamhill County to insure that the land use development actions allowed in and around the municipal watershed do not lessen the water quality of the municipal water system below acceptable federal, state, and local standards.

APPLICANT'S RESPONSE:
8.00 - The subject property is not a water resource location.

9.00 – The site does not have a floodplain designation.

10.00 – The site can be served by McMinnville Water & Light for water service based on information provided at the pre-application meeting.

11.00 – The site is outside of the municipal water shed area in the coast range.

NOISE
Policies:

12.00 The City of McMinnville shall insure that the noise compatibility between different land uses is considered in future land use decisions and that noise control measures are required and instituted where necessary.

APPLICANT'S RESPONSE: The subject site is proposed as R-4 for residential uses (multi-family) which would be compatible with surrounding residential uses to the north, south, and west, and the elementary school to the east. The development would need to comply with noise regulations in MMC 8.10.260.

FINDING (CHAPTER II: NATURAL RESOURCES): SATISFIED. The applicant's responses demonstrate consistency with the natural resource policies in this Chapter. An application has been submitted for annexation of the subject property, and it is proposed for

development of needed housing. Other policies in this Chapter do not serve as criteria for the proposed rezone.

CHAPTER III: CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES

GOAL III 1: TO PROVIDE CULTURAL AND SOCIAL SERVICES AND FACILITIES COMMENSURATE WITH THE NEEDS OF OUR EXPANDING POPULATION, PROPERLY LOCATED TO SERVICE THE COMMUNITY AND TO PROVIDE POSITIVE IMPACTS ON SURROUNDING AREAS.

APPLICANT'S RESPONSE: The subject site is not identified as a cultural resource site.

HISTORIC PRESERVATION

GOAL III 2: TO PRESERVE AND PROTECT SITES, STRUCTURES, AREAS, AND OBJECTS OF HISTORICAL, CULTURAL, ARCHITECTURAL, OR ARCHAEOLOGICAL SIGNIFICANCE TO THE CITY OF McMINNVILLE.

Policies:
15.00 – 17.01

APPLICANT'S RESPONSE: Policies 15.00 – 17.01 do not apply because the subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the submitted Zone Change application.

GOAL III 3: INCREASE PUBLIC AWARENESS AND UNDERSTANDING OF McMINNVILLE'S HISTORY AND ITS HISTORIC PRESERVATION PROGRAM

Policies:
17.02 – 17.05

APPLICANT'S RESPONSE: Policies 17.02 – 17.05 do not apply because the subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the submitted Zone Change application.

GOAL III 4: ENCOURAGE THE PRESERVATION AND REHABILITATION OF HISTORIC RESOURCES

Policies:
17.06 – 17.07

APPLICANT'S RESPONSE: Policies 17.06 – 17.07 do not apply because the subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the submitted Zone Change application.

GOAL III 5: DOCUMENT AND PROTECT HISTORIC RESOURCES.

Policies:
17.08 – 17.13

APPLICANT'S RESPONSE: Policies 17.08 – 17.13 do not apply because the subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the submitted Zone Change application.

GOAL III 6: INCREASE HERITAGE TOURISM

Policies:

17.14 Amplify the heritage tourism program for McMinnville.

APPLICANT'S RESPONSE: Policy 17.14 does not apply because the subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the submitted Zone Change application.

EDUCATION

GOAL III 7: TO PROVIDE FOR THE EDUCATIONAL NEEDS OF McMINNVILLE THROUGH THE PROPER PLANNING, LOCATION, AND ACQUISITION OF SCHOOL SITES AND FACILITIES.

Policies:
18.00 – 20.00

APPLICANT'S RESPONSE: Policies 18.00 – 20.00 do not apply because the application does not propose educational facilities. Existing educational facilities are provided within McMinnville by other providers, agencies or entities.

FINDING (CHAPTER III: CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES): SATISFIED. The site is not proposed for development as a community center. No significant inventoried historic resources have been identified on the property. Several policies relate to education and programs and don't serve as criteria for the rezone. The site is not a future school site.

CHAPTER IV: ECONOMY OF McMINNVILLE

GOAL IV 1: TO ENCOURAGE THE CONTINUED GROWTH AND DIVERSIFICATION OF McMINNVILLE'S ECONOMY IN ORDER TO ENHANCE THE GENERAL WELL-BEING OF THE COMMUNITY AND PROVIDE EMPLOYMENT OPPORTUNITIES FOR ITS CITIZENS.

APPLICANT'S RESPONSE: The subject property would be developed for apartments on approximately 2.86 acres (net) of the 3.17-acre site. Residents would be obtaining goods and services from existing commercial operations within the city supporting the economy. Residents may also be locally employed by businesses supporting the local economy.

COMMERCIAL DEVELOPMENT

GOAL IV 2: TO ENCOURAGE THE CONTINUED GROWTH OF McMINNVILLE AS THE COMMERCIAL CENTER OF YAMHILL COUNTY IN ORDER TO PROVIDE EMPLOYMENT OPPORTUNITIES, GOODS, AND SERVICES FOR THE CITY AND COUNTY RESIDENTS.

Policies:
21.00 – 21.05

APPLICANT'S RESPONSE: Policies 21.00 – 21.05 do not apply because the proposal is not to designate the subject property for commercial uses.

GOAL IV 3: TO ENSURE COMMERCIAL DEVELOPMENT THAT MAXIMIZES EFFICIENCY OF LAND USE THROUGH UTILIZATION OF EXISTING COMMERCIALLY DESIGNATED LANDS, THROUGH APPROPRIATELY LOCATING FUTURE NEIGHBORHOOD-SERVING AND OTHER COMMERCIAL LANDS, AND DISCOURAGING STRIP DEVELOPMENT

General Policies:
22.00 – 24.00

Location Policies:
24.50 – 28.00

Design Policies:
29.00 – 35.00

APPLICANT'S RESPONSE: Policies 22.00 – 35.00 do not apply because the proposal is not to designate the subject property for commercial uses. The proposed use is apartments (multi-family).

GOAL IV 4: TO PROMOTE THE DOWNTOWN AS A CULTURAL, ADMINISTRATIVE, SERVICE, AND RETAIL CENTER OF McMINNVILLE.

Downtown Development Policies:
36.00 – 46.03

APPLICANT'S RESPONSE: Policies 36.00 – 46.03 do not apply because the proposal is not to designate the subject property for commercial uses. The proposed use is apartments (multi-family).

INDUSTRIAL DEVELOPMENT

GOAL IV 5: TO CONTINUE THE GROWTH AND DIVERSIFICATION OF McMINNVILLE'S INDUSTRIAL BASE THROUGH THE PROVISION OF AN ADEQUATE AMOUNT OF PROPERLY DESIGNATED LANDS.

GOAL IV 6: TO INSURE INDUSTRIAL DEVELOPMENT THAT MAXIMIZES EFFICIENCY OF LAND USES, THAT IS APPROPRIATELY LOCATED IN RELATION TO SURROUNDING LAND USES, AND THAT MEETS NECESSARY ENVIRONMENTAL STANDARDS.

General Policies:
47.00 – 57.00

APPLICANT'S RESPONSE: Policies 47.00 – 57.00 do not apply because the proposal is not to designate the subject property for industrial uses. The proposed use is apartments (multi-family).

FINDING (CHAPTER IV: ECONOMY OF MCMINNVILLE): SATISFIED. The subject property is designated on the Comprehensive Plan map as Residential, and R-4 residential zoning is proposed. The site is not planned or designated for commercial or industrial use. Several of the policies in this Chapter relate to economic development activities, and they do not serve as criteria for the proposed rezone. The subject property is not within the downtown area, and Downtown Development Policies are not applicable criteria for the proposed rezone.

CHAPTER V: HOUSING AND RESIDENTIAL DEVELOPMENT

GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS.

General Housing Policies:

58.00 City land development ordinances shall provide opportunities for development of a variety of housing types and densities.

59.00 Opportunities for multiple dwelling and mobile home developments shall be provided in McMinnville to encourage lower-cost renter and owner-occupied housing. Such housing shall be located and developed according to the residential policies in this plan and the land development regulations of the City.

60.00 Attached single dwellings and common property ownership arrangements (condominiums) shall be allowed in McMinnville to encourage land-intensive, cost-effective, owner-occupied dwellings.

61.00 The City of McMinnville shall monitor the conversion of lands to residential use to insure that adequate opportunities for development of all housing

types are assured. Annual reports on the housing development pattern, housing density and mix shall be prepared for city review.

APPLICANT'S RESPONSE:

58.00 - The requested R-4 zone would provide the most flexibility for development of the site. The 3.17 acres (gross) and 2.86 acres net being annexed would be for approximately 75 apartment units with a mix of one-bedroom (18), two-bedroom (39), and three-bedroom (18) units. The net density would be 26.22 per acre. The gross density would be 23.66 units per acre.

59.00 - The proposed R-4 zone for apartments would encourage lower cost rental housing verses owner occupied housing. The housing would be developed in accordance with adopted McMinnville development regulations.

60.00 - The application does not propose attached single-family dwellings or common property ownership (condominiums).

61.00 - The City has the responsibility to prepare the annual report on housing development pattern, density and mix. The proposed multi-family housing project would add to the mix of housing types offered in McMinnville.

ORS 197A.348 defines "Needed Housing" as:
"(1) As used in ORS 197A.350 and this section, "needed housing" means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. "Needed housing" includes the following housing types:

(a) Attached and detached single-family housing, middle housing types as described in ORS 197A.420 and multiple family housing for both owner and renter occupancy;

(b) Government assisted housing;
(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.493;

(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions;
(e) Agriculture workforce housing; and
(f) Single room occupancies as defined in ORS 197A.430.

[...]"

The submitted Zone Change application addresses a needed housing type, multiple family, housing within the City of McMinnville. MMC 17.74.020. B. does not apply as noted above. Additionally based on the above criteria, restated "... the housing policies of the McMinnville

Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to
(1) exclude needed housing;
(2) unnecessarily decrease densities; or
(3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.

The need for housing is further articulated with City analysis as discussed below.

The City's Land Needs Analysis (May 2001, incorporated by reference) base line forecast indicates that single-family and multi-family needs as 5,384 (Table 5-14) new dwelling units between 2000 and 2020. The demand for multi-family units is 1,209 (Table 5-15) in the period of 2000 – 2020. The Alternative Forecast indicates multi-family at 1,346 units (Table 5-24 & 5-26) in the period 2000 – 2020. The Alternative Forecast land need for R-4 is identified as 55 acres in the period 2000 – 2020. Table 5-29 identifies a land need of 778 units on 55 acres in the period 2000 – 2020. Table 6-2 identifies a dwelling unit need in R-4 of 588 units. Overall, the City at the time had a deficiency of 63.9 gross acres and 55.1 net acres of R-4 zoned land in the period 2000 – 2020.

The City of McMinnville Housing Needs Analysis (November 2023, incorporated by reference), which is under appeal. Figure 81 provide information on the historical density and mix from 200 – 2018. For Multi-family in the R-4 zone the unit mix is 37% and a net density of 19.1. The analysis further indicates that over the 20 year period based on population growth there will be a need for 4,657 new dwelling units. The recommended mix of units includes 33% to be multi-family. Infill development such as being proposed by the zone change indicates a need for 335 multi-family units and vacant or partially vacant land of 1,202 units (Exhibit 87 & 88). Exhibit 89 indicates a need for 375 multi-family units between 2021 – 2026, 760 multi-family units between 2021 – 2031, 1,537 multi-family units between 2021 – 2041, and 3,626 multi-family units between 2021 – 2067. Finally, the analysis indicates a deficit of 1,101 dwelling units for the period of 2021 – 2041 (Exhibit 101).

Both analyses indicate a deficit of multi-family housing in McMinnville. The proposed zone change will assist in addressing the deficiency. Therefore, the Zone Change of the subject site is essential when addressing the public need for additional housing.

Housing Rehabilitation Policies:

62.00 The maintenance, rehabilitation, and restoration of existing housing in residentially designated areas shall be encouraged to provide affordable housing.

63.00 The utilization of federal and state loan and grant programs, as well as private sector financing, shall be encouraged to rehabilitate substandard housing.

APPLICANT'S RESPONSE:

62.00 – The proposed Zone Change does not include rehabilitation, and restoration of existing housing as the development site is currently undeveloped and the policy does not apply.

63.00 – The proposed Zone Change to accommodate apartments is not a rehabilitation project and the policy does not apply.

Low-Cost Housing Policies:

64.00 The City of McMinnville shall work in cooperation with other governmental agencies, including the Mid-Willamette Valley Council of Governments and the Yamhill County Housing Authority, and private groups to determine housing needs, provide better housing opportunities and improve housing conditions for low and moderate income families.

65.00 The City of McMinnville shall coordinate with the Mid-Willamette Valley Council of Governments to develop a "fair share" plan to allocate low-cost housing throughout the tri-county region.

66.00 The City of McMinnville shall continue to allow development of its fair share of the region's low-cost housing. The share accepted will be based on quantifiable studies which take into account the amount of the low-cost housing already in the community and the overall housing opportunities in the city and region.

67.00 Subsidized low-cost housing shall be dispersed throughout the McMinnville urban area. Dispersal plans shall be coordinated with appropriate agencies.

APPLICANT'S RESPONSE:

64.00 - The Zone Change to the R-4 zone would allow for an apartment (multi-family) housing project by a private development entity to address this housing need within the community. The housing would be market rate. The policy is not applicable.

65.00 – Not applicable because this is an issue between the City and Mid-Willamette Valley Council of Governments.

66.00 - The Zone Change is to allow an apartment (multi-family) housing project that would provide market rate housing. The policy is not applicable.

67.00 – The project would not be subsidized housing. The apartment (multi-family) housing would be market rate. The policy is not applicable.

GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND INTENSIVE AND ENERGY-EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGNS.

Policies:

APPLICANT'S RESPONSE: Policies 71.06 – 71.08 do not apply because the requested zoning is not R-1 or R-2.

APPLICANT'S RESPONSE: Policies 69.00 – 70.00 do not apply because the proposal does not propose a new regulatory ordinance and does not propose changes to zoning and subdivision ordinances.

APPLICANT'S RESPONSE: Policies 71.06 – 71.08 do not apply because the requested zoning is not R-1 or R-2.

APPLICANT'S RESPONSE: Policies 71.11 – 71.13 do not apply because the R-5 (High Density, Multiple-Dwelling Residential Zone is not being requested.

68.00 The City of McMinnville shall encourage a compact form of urban development by directing residential growth close to the city center and to those areas where urban services are already available before committing alternate areas to residential use.

APPLICANT'S RESPONSE:

68.00 - The proposed Zone Change to R-4 would allow a compact form of development for residential housing, specifically a multi-unit apartment complex on the 2.86-acre (net) site. Urban services are available as identified in this application packet, noted above, with public infrastructure and other services such as parks, public safety and education.

71.00 The City of McMinnville shall designate specific lands inside the urban growth boundary as residential to meet future projected housing needs. Lands so designated may be developed for a variety of housing types. All residential zoning classifications shall be allowed in areas designated as residential on the Comprehensive Plan Map.

APPLICANT'S RESPONSE: The subject site is identified as Residential on the Comprehensive Plan Map. An annexation application has been filed to bring the property into the city limits. The R-4 zone has been requested to accommodate an apartment (multi-family) housing project on 2.86 acres (net). As stated above all residential zoning classifications shall be allowed in areas designated as residential on the Comprehensive Plan Map. The application complies with the policy.

71.05 The City of McMinnville shall encourage annexations and rezoning which are consistent with the policies of the Comprehensive Plan so as to achieve a continuous five-year supply of buildable land planned and zoned for all needed housing types.

APPLICANT'S RESPONSE: ORS 197A.348 defines "Needed Housing" as:

“(1) As used in ORS 197A.350 and this section, “needed housing” means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. “Needed housing” includes the following housing types:

(a) Attached and detached single-family housing, middle housing types as described in ORS 197A.420 and multiple family housing for both owner and renter occupancy;

(b) Government assisted housing;

(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.493;

(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions;

(e) Agriculture workforce housing; and

(f) Single room occupancies as defined in ORS 197A.430.

[...]”

The submitted Zone Change application addresses a needed housing type, multiple family, housing within the City of McMinnville. MMC 17.74.020. B. does not apply as noted above. Additionally based on the above criteria, restated “... the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to
(1) exclude needed housing;
(2) unnecessarily decrease densities; or
(3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.

The need for housing is further articulated with City analysis as discussed below.

The City’s Land Needs Analysis (May 2001, incorporated by reference) base line forecast indicates that single-family and multi-family needs as 5,384 (Table 5-14) new dwelling units between 2000 and 2020. The demand for multi-family units is 1,209 (Table 5-15) in the period of 2000 – 2020. The Alternative Forecast indicates multi-family at 1,346 units (Table 5-24 & 5-26) in the period 2000 – 2020. The Alternative Forecast land need for R-4 is identified as 55 acres in the period 2000 – 2020. Table 5-29 identifies a land need of 778 units on 55 acres in the period 2000 – 2020. Table 6-2 identifies a dwelling unit need in R-4 of 588 units. Overall, the City at the time had a deficiency of 63.9 gross acres and 55.1 net acres of R-4 zoned land in the period 2000 – 2020.

The City of McMinnville Housing Needs Analysis (November 2023, incorporated by reference), which is under appeal. Figure 81 provide information on the historical density and mix from 200 – 2018. For Multi-family in the R-4 zone the unit mix is 37% and a net density of 19.1. The analysis further indicates that over the 20-year period based on population growth there will be a need for 4,657 new dwelling units. The recommended mix of units includes 33% to be multi-family. Infill development such as being proposed by the zone change indicates a need for 335 multi-family units and vacant or partially vacant land of 1,202 units (Exhibit 87 & 88). Exhibit 89 indicates a need for 375 multi-family units between 2021 – 2026, 760 multi-family units between 2021 – 2031, 1,537 multi-family units between 2021 – 2041, and 3,626 multi-family units between 2021 – 2067. Finally, the analysis indicates a deficit of 1,101 dwelling units for the period of 2021 – 2041 (Exhibit 101).

Both analyses indicate a deficit of multi-family housing in McMinnville. The proposed zone change will assist in addressing the deficiency. Therefore, the Zone Change of the subject site is essential when addressing the public need for additional housing.

71.09 Medium and Medium-High Density Residential (R-3 and R-4) - The majority of residential lands in McMinnville are planned to develop at medium density range (4 – 8 dwelling units per net acre). Medium density residential development uses include small lot single dwelling detached uses, single dwelling attached units, duplexes, triplexes, quadplexes, townhouses, and cottage clusters. High density residential development (8 – 30 dwelling units per net acre) uses typically include townhouses, condominiums, and apartments:

1. Areas that are not committed to low density development;

2. Areas that have direct access from collector or arterial streets; or a local collector street within 600' of a collector or arterial street;

3. Areas that are not subject to development limitations such as topography, flooding, or poor drainage;

4. Areas where the existing facilities have the capacity for additional development;

5. Areas within one-quarter mile of existing or planned public transportation.
(Ord. 5098, December 8, 2020; Ord. 4961, January 8, 2013; Ord. 4796, October 14, 2003)

APPLICANT'S RESPONSE:

1. The subject site is not committed for low density development. The Comprehensive Plan Map identifies the property as Residential which allows a range of residential densities. The Applicant is requesting the R-4 zone.

2. NE McDonald Lane is classified as a Minor Collector roadway in the Transportation System Plan (TSP Exhibit 2-3, incorporated by reference). The subject site would have direct access to this roadway.

3. The subject site does not have limitations for topography, flooding (no flood plan designation) or poorly drained soils to accommodate the requested R-4 zone.

4. Existing public infrastructure facilities have the capacity to accommodate development in an R-4 zone. Sanitary Sewer is already accessible to the site. An existing 8" sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 10. The subject site can be connected to this existing line. There is an 8" sanitary sewer line located in NE Maloney Drive which could also be connected to.

   Stormwater is provided in NE McDonald Lane. A public storm line storm is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends east through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property. There is a 12" storm line in NE Hembree Street (Exhibit 12).

   Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

   NE McDonald Lane is already improved on its east side of the roadway. Frontage improvements would be provided along the subject site frontage to finish the roadway improvements to comply with the City's Minor Collector roadway cross-section.

5. The is no existing or planned transit improvements within one-quarter mile by Yamhill County Transit. Route 3 North Loop is just beyond the ¼ mile distance at the intersection of NE Burnett Road and NE Hembree Street.

71.10 The following factors should be used to define appropriate density ranges allowed through zoning in the medium density residential areas:

1. The density of development in areas historically zoned for medium and high density development;

2. The topography and natural features of the area and the degree of possible buffering from established low density residential areas;

3. The capacity of the services;

4. The distance to existing or planned public transit;

5. The distance to neighborhood or general commercial centers; and

6. The distance from public open space. (Ord. 4796, October 14, 2003)

APPLICANT'S RESPONSE:

1. The Neighborhood Areas (Exhibit 14) described under the Great Neighborhood Principles (187.10 – 187.50) below identify the different types of development and densities. The area is designated with R-1, R-2, R-3 and R-4 residential zones. The R-3 and R-4 zones are for Medium and High Density development. Within the Immediate Neighborhood Area the land north of the subject property is zoned R-4. Designating the subject site R-4 would be consistent with the land to the north.

2. Low density residential (R-2) areas are located to the west, southwest and east of the subject property. Directly to the south the area is zoned R-3 (Medium Density). Directly north the area is zoned R-4 (Medium-High Density) with The Bungalows at Chegwyn Village, The Bungalows at Chegwyn Village II, and Cottages at Chegwyn Village subdivisions. The site is generally flat. Buffers to low density areas would be achieved by existing fencing, and proposed landscaping. The physical apartment buildings on the site would range from approximately 20 feet to 24 feet from the existing low and medium density development and 13 feet from the R-4 zone development to the north.

3. NE McDonald Lane is designated a Minor Collector.

An existing 8" sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 10. The subject site can be connected to this existing line. There is an 8" sanitary sewer line located in NE Maloney Drive which could also be connected to. Exhibit 11 is a sanitary sewer analysis provided by Jacobs under contract with the City and paid for by the Applicant.

A public stormwater line is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends east through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property. There is a 12" storm line in NE Hembree Street (Exhibit 12).

Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

4. Transit is provided by Route 3 – North Loop at NE Burnett Road and NE Hembree Street which is approximately 1,381 feet following the transportation system from the subject site.

5. Commercial areas are located to the south along Highway 99W which is approximately ½ mile from the subject site along NE McDonald Lane at Highway 99W.
6. Chegwyn Farm Neighborhood Park is immediately west of the subject site.

Planned Development Policies:
Policies:
72.00 – 78.00

APPLICANT'S RESPONSE: Policies 72.00 – 78.00 do not apply because a request for a planned development is not proposed.

Residential Design Policies:
Policies:

79.00 The density allowed for residential developments shall be contingent on the zoning classification, the topographical features of the property, and the capacities and availability of public services including but not limited to sewer and water. Where densities are determined to be less than that allowed under the zoning classification, the allowed density shall be set through adopted clear and objective code standards enumerating the reason for the limitations, or shall be applied to the specific area through a planned development overlay. Densities greater than those allowed by the zoning classification may be allowed through the planned development process or where specifically provided in the zoning ordinance or by plan policy. (Ord. 4796, October 14, 2003)

80.00 In proposed residential developments, distinctive or unique natural features such as wooded areas, isolated preservable trees, and drainage swales shall be preserved wherever feasible.

81.00 Residential designs which incorporate pedestrian and bikeway paths to connect with activity areas such as schools, commercial facilities, parks, and other residential areas, shall be encouraged.

82.00 The layout of streets in residential areas shall be designed in a manner that preserves the development potential of adjacent properties if such properties are recognized for development on the McMinnville Comprehensive Plan Map.

83.00 The City of McMinnville shall review the design of residential developments to insure site orientation that preserves the potential for future utilization of solar energy.

APPLICANT'S RESPONSE:

79.00 – The 2.86 acre (net) site would be used for apartment (multi-family) housing. Within the 2.86 acres to be developed there will be 75 apartment units with a mix of one-bedroom, two-bedroom and three bed-room units. This equates to 26.22 dwelling units per acre, within the 8 – 30-unit range identified in Policy 71.08. Sanitary Sewer is immediately available in NE McDonald Lane and NE Maloney Drive.

80.00 – There are no distinctive natural features on the site. The site is generally flat.

81.00 – The Conceptual Site Plan (Exhibit 4) identifies a variety of internal pathways within the proposed project area. The pathways will connect to a new public sidewalk that will be constructed on the west side of NE McDonald Lane. Paths are also shown to stub to a new path on the south side of the site connecting to Chegwyn Farm Neighborhood Park located to the west. The City of McMinnville Parks, Recreation and Open Space Plan (June 2024) identifies a future Capital Improvement Project for a path that would connect Chegwyn Farms Neighborhood Park to Grandhaven Elementary School. The Applicant is requesting that the City compensate for the public path easement and improvements either with a reimbursement or Parks SDC Credit.

82.00 – No new streets are proposed in the Conceptual Site Plan layout. There would be street frontage improvements for NE McDonald Lane.

83.00 – The physical improvements on the site will be required to be reviewed by the City for compliance.

Low-Cost Housing Development Policies:

84.00 Multiple dwelling, low-cost housing (subsidized) shall be dispersed throughout the community by appropriate zoning to avoid inundating any one area with a concentration of this type of housing.

APPLICANT'S RESPONSE: The requested R-4 zone will provide apartment (multi-family) dwellings at market rate. The proposed project is not a subsidized housing project. The policy is not applicable.

Multiple Dwelling Development Policies:
Policies: (Policy 88 was previously deleted)

APPLICANT'S RESPONSE: Policy 88.00 does not apply because it was deleted.

86.00 Dispersal of new multi-dwelling housing development will be encouraged throughout the City in areas designated for residential and mixed-use development to encourage a variety of housing types throughout the community and to avoid an undue concentration of multi dwelling development in specific areas of the community leading to a segregation of multi dwelling development in McMinnville from residential neighborhoods. Dispersal policies will be consistent with the Great Neighborhood Principles.

In areas where there are the amenities, services, infrastructure and public facilities to support a higher density of multi-dwelling development, and the area is commensurate with a higher concentration of multi-dwelling development without creating an unintended segregation of multi-dwelling development, such as McMinnville's downtown, the area surrounding Linfield University and Neighborhood Activity Centers, a higher concentration of multi-dwelling development will be encouraged. (Ord. 5098, December 8, 2020)

87.00 Residential developments at densities beyond that normally allowed in the multiple dwelling zone shall be allowed in the core area subject to review by the City. These developments will be encouraged for (but not limited to) the provision of housing for the elderly.

89.00 Zoning standards shall require that all multiple-dwelling housing developments
provide landscaped grounds. (Ord. 4796, October 14, 2003)

90.00 Greater residential densities shall be encouraged to locate along major and minor arterials, within one-quarter mile from neighborhood and general commercial shopping centers or within neighborhood activity centers, and within a one-half mile wide corridor centered on existing or planned public transit routes. (Ord. 5098, December 8, 2020; Ord. 4840, January 11, 2006; Ord. 4796, October 14, 2003)

91.00 Multiple dwelling housing developments, including condominiums, but excluding campus living quarters, shall be required to access off of arterials or collectors or streets determined by the City to have sufficient traffic carrying capacities to accommodate the proposed development. (Ord. 4573, November 8, 1994)

92.00 High-density housing developments shall be encouraged to locate along existing or potential public transit routes.

92.01 High-density housing shall not be located in undesirable places such as near railroad lines, heavy industrial uses, or other potential nuisance areas unless design factors are included to buffer the development from the incompatible use. (Ord. 4796, October 14, 2003)

92.02 High-density housing developments shall, as far as possible, locate within reasonable walking distance to shopping, schools, and parks, or have access, if possible, to public transportation. (Ord. 4796, October 14, 2003)

92.03 Housing developments for the elderly shall, as far as possible, locate near community centers, parks, and shopping areas, or where transportation services can be provided to enable access to these activity areas. (Ord. 4796, October 14, 2003)

APPLICANT'S RESPONSE:

86.00 **-** Designation of the property as R-4 would disperse housing throughout the city. North of the subject property existing development is zoned R-4. To the east property is zoned R-2 and contains Grandhaven Elementary School. To the south the land is zoned R-3. To the west land is zoned R-2. There are amenities in the immediate area with a public park (Chegwyn Farm Neighborhood Park), infrastructure is available to be extended to the site or is immediately adjacent to the site. Review of aerial photography for the area bounded by Highway 99, NE Baker Street and the UGB shows approximately 7 multi-family housing developments plus some senior housing development. The closest multi-family development to the subject site is approximately 832 feet (in a straight line) located at the intersection of NE Hembree Street and NE Burnett Road. Other multi-family developments are located on NE Evans Street, NE Baker Road, and NE 27th Street east of NE McDonald Lane. The balance of the housing is single-family units. Providing the R-4 zone for apartments would disperse this housing type in the residential area and further the City of McMinnville Great Neighborhood Principles.

87.00 – Future development would be at the allowed density established by the R-4 zone. The subject property is not located in the core area.

89.00 – Future development would provide for landscaped grounds meeting the open space and landscape percentage requirements in MMC Title 17.

90.00 – NE McDonald Lane is designated as a Minor Collector. NE Grandhaven Street located approximately 390 feet south of the subject property, is designated a Major Collector. The proposed project would be located adjacent to or in close proximity to Major and Minor collector roadways. No public transit is provided to the property. Arterial roadways are located 2,657 feet (1/2 mile) to the south at Hwy 99W.

91.00 – Access is proposed to be taken off NE McDonald Lane, a Minor Collector.

92.00 – No public transit is provided to the property by Yamhill County Transit. The closest transit is at NE Burnett Road and NE Hembree Street.

92.01 – The subject property is not located near a railroad line, heavy industrial uses or other nuisance areas.

92.02 – Walking to shopping, schools and parks is feasible for the property. Grandhaven Elementary School is located across the street from the subject property to the east. Rotary Nature Preserve at Tice Woods Park is located southwest of the property. Shopping is located along Highway 99W to the south, approximately 2,400 feet (1/2 mile).

92.03 – The proposed project is not proposed specifically for the elderly and is not applicable.

Manufactured Home Development Policies:
Policies:
93.00 – 98.00

APPLICANT'S RESPONSE: Policies 93.00 – 98.00 do not apply because a manufactured home development is not being proposed.

Urban Policies:

99.00 An adequate level of urban services shall be provided prior to or concurrent with all proposed residential development, as specified in the acknowledged Public Facilities Plan. Services shall include, but not be limited to:

1. Sanitary sewer collection and disposal lines. Adequate municipal waste treatment plant capacities must be available.

2. Storm sewer and drainage facilities (as required).

3. Streets within the development and providing access to the development, improved to city standards (as required).

4. Municipal water distribution facilities and adequate water supplies (as determined by City Water and Light). (as amended by Ord. 4796, October 14, 2003)

APPLICANT'S RESPONSE:

1. An existing 8" sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 10. The subject site can be connected to this existing line. There is an 8" sanitary sewer line located in NE Maloney Drive which could also be connected to. Capacity exists in the wastewater treatment facility for development within the existing Urban Growth Boundary according to city staff.

2. A public storm line storm line is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends east through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property. There is a 12" storm line in NE Hembree Street (Exhibit 12).

3. NE McDonald Lane is classified as a Minor Collector in the Transportation System Plan (Exhibit 2-3). The street provides access to the site. The roadway will need additional improvements along the property frontage which will be determined at the time physical site improvements are proposed.

4. Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

Lot Sales Policy:
Policy:
99.10

APPLICANT'S RESPONSE: Policy 99.10 is not applicable because lots will not be made available for sale in the proposed development.

FINDING (CHAPTER V: HOUSING AND RESIDENTIAL DEVELOPMENT): SATISFIED.

Goal V.1 Policies:

- **General Housing Policies 58.00-61.00.** Most of these policies generally provide guidance regarding the City's development regulations. Additional R-4 zoning would provide additional opportunities for development described in Policy 59.00 according to the residential policies in the Comprehensive Plan, subject to the development regulations in the Zoning Ordinance. The proposed R-4 zoning is consistent with the City's adopted and acknowledged Housing Needs Analysis. See also findings provided below for Statewide Planning Goal 10 (Housing).
- **Housing Rehabilitation Policies 62.00-63.00.** These policies are not applicable to the requested zone change.
- **Low-Cost Housing Policies 64-67.** Several of these policies provide guidance for coordination between the City and other governmental agencies. The proposed rezone doesn't conflict with these policies. The City's land use regulations and the proposed R-4 zoning do not regulate the location of housing based on whether it is subsidized or market-rate. Consistent with Policy 84 and Policy 85 below, the applicant has demonstrated that the rezone would not result in inundation, undue concentration, or segregation of multi-dwelling development in McMinnville from residential neighborhoods.

Goal V.2 Policies:

- **Policies 68.00-71.13.** Urban services are available consistent with Policy 68.00. The proposed R-4 zoning is consistent with the Residential plan designation consistent with Policy 71.00. The annexation and rezoning of the subject property would contribute to the buildable land supply zoned for needed housing types. Policy 71.09 provides the locational policy applicable to R-3 and R-4 zoning. The proposed rezone to R-4 is consistent with this policy. In addition, the locational provisions of this policy and MMC 17.21.010(C) would allow for apartments as a permitted use on the subject property.

  Consistent with Policy 71.09:

  1. The area is not committed to low density development. Low density refers to R-1 and R-2 zoning. Surrounding zoning and use is a mix of zones and a variety of housing types. Abutting zoning is R-4 to the north, R-3 to the south, R-2 to the east (schools sites), and R-2 to the west (park).

  2. The property has direct access from a local collector street within 600 feet of a collector or arterial street. The property has direct access onto

McDonald Lane, which is a Minor (Local) Collector, within 600 feet of Grandhaven Street, which is a (Major) Collector Street.

3. The area is not subject to development limitations such as topography, flooding, or poor drainage. The property is generally level, is not within floodplain, and has stormwater facilities that can serve the property.

4. The area has existing facilities that have capacity for additional development. Regarding transportation and sanitary sewer, Conditions #2 and #3 establish conditions to ensure adequate capacity based on modeling and analysis conducted to evaluate capacity of the facilities for R-4 zoning.

5. The subject property is located within one-quarter mile of existing or planned transit facilities. The subject property is approximately 0.16 miles from existing Yamhill County Transit Route 3 (the McMinnville North Loop).

Supporting maps are included in the record, including the September 16, 2026 staff PowerPoint presentation.

- **Planned Development Policies 72.00-78.00.** A planned development is not proposed. The size of the site within the context of the neighborhood is approximately three acres, such that uses permitted in the R-4 zone, either separately or together will provide a variety and mix of housing types whether or not a mix of permitted housing types is developed on the site proposed for rezoning.
- **Residential Design Policies 79.00-83.00**. The site characteristics are consistent with development of permitted uses in the proposed R-4 zone consistent with these policies and the City's adopted design and development standards. Some of these policies address the site design and development and are not criteria for the rezone. Surrounding properties are already developed. The site doesn't contain distinct natural features, and the site has opportunities for pedestrian and bikeway connectivity for permitted uses.
- **Low-Cost Housing Development Policies 84.00-85.00 (85.00 deleted).** The City's land use regulations and the proposed R-4 zoning do not regulate the location of housing based on whether it is subsidized or market-rate. Consistent with Policy 84 and Policy 85 below, the applicant has demonstrated that the rezone would not result in inundation, undue concentration, or segregation of multi-dwelling development in McMinnville from residential neighborhoods.
- **Multiple Dwelling Development Policies 86.00-92.03.** The applicant has demonstrated the rezone to R-4 is consistent with these policies, and the site would meet policies for permitted uses in the R-4 zone, including apartments, meeting the locational requirements and enabling access off of a minor collector with sufficient capacity.
- **Manufactured Home Development Policies 93.00-98.00.** These policies do not provide criteria for the proposed rezone.
- **Urban Policies 99.00.** This policy addresses adequacy of urban services prior to or concurrent with proposed residential development. The applicant has

demonstrated the ability to provide adequate urban services prior to or concurrent of development of permitted uses in the R-4 zone.

- **Lot Sales Policies 99.10.** This policy is not applicable to the rezone.

CHAPTER VI TRANSPORTATION SYSTEM

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

MASS TRANSPORTATION
Policies:
100.00 – 105.00

APPLICANT'S RESPONSE: Policies 100.00 – 105.00 do not apply because a mass transit facility is not proposed at the subject site.

TRANSPORTATION DISADVANTAGED
Policies:
106.00 – 107.00

APPLICANT'S RESPONSE: Policies 106.00 – 107.00 do not apply because they are City of McMinnville responsibilities to coordinate with providers for transportation disadvantaged individuals.

RAIL
Policies:
108.00 – 112.00

APPLICANT'S RESPONSE: Policies 108.00 – 112.00 do not apply because the proposed request is not related to rail facilities.

AIR
Policies:
113.00 – 116.00

APPLICANT'S RESPONSE: Policies 113.00 – 116.00 do not apply because the proposed request is not related to air transport facilities.

STREETS
Policies:

APPLICANT'S RESPONSE: Policies 123.00 – 125.00 are not applicable because the application does not require coordination with other governmental entities on maintenance of the road network and the site is not along Highway 99W.

117.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel.

APPLICANT'S RESPONSE: The subject property is fronted by NE McDonald Lane which provides access to the site. NE Maloney Drive terminates at the south side of the property. The Applicant will provide a barrier and connect the sidewalks on NE Maloney to the required east/west public path connecting NE McDonald Lane to Chegwyn Farm Neighborhood Park. The McMinnville Transportation System Plan (2010, incorporated by reference) identifies the transportation system to provide access to parcels.

118.00 The City of McMinnville shall encourage development of roads that include the following design factors:

1. *Minimal adverse effects on, and advantageous utilization of, natural features of the land.*

2. *Reduction in the amount of land necessary for streets with continuance of safety, maintenance, and convenience standards.*

3. *Emphasis placed on existing and future needs of the area to be serviced. The function of the street and expected traffic volumes are important factors.*

4. *Consideration given to Complete Streets, in consideration of all modes of transportation (public transit, private vehicle, bike, and foot paths).*

5. *Connectivity of local residential streets shall be encouraged. Residential cul-de-sac streets shall be discouraged where opportunities for through streets exist*

APPLICANT'S RESPONSE: No new public roadways would be proposed by the development under the R-4 zone. Improvements would occur along the subject site's frontage with NE McDonald Lane in accordance with the Transportation System Plan, 2010 and city regulations.

119.00 The City of McMinnville shall encourage utilization of existing transportation corridors, wherever possible, before committing new lands.

120.00 The City of McMinnville may require limited and/or shared access points along major and minor arterials, in order to facilitate safe access flows.

121.00 The City of McMinnville shall discourage the direct access of small- scale residential developments onto major or minor arterial streets and major collector streets.

APPLICANT'S RESPONSE:

119.00 – NE McDonald Lane is an existing transportation corridor. NE Maloney Drive is also an existing transportation corridor. No new roadways are proposed to be constructed, and the existing transportation system would be utilized.

120.00 – The subject site would have access off NE McDonald Lane at two locations to provide onsite circulation and to accommodate emergency services responses. This will provide safe access for the site. Access locations for emergency service have been discussed with the McMinnville Fire Department. No access to a major or minor arterial is proposed.

121.00 – No access to a major or minor arterial is proposed. NE McDonald Lane is classified as a Minor Collector (TSP Exhibit 2-3, incorporated by reference).

122.00: The City of McMinnville shall encourage the following provisions for each of the three functional road classifications:

1. Major, minor arterials.

–Access should be controlled, especially on heavy traffic-generating developments.
–Designs should minimize impacts on existing neighborhoods.

–Sufficient street rights-of-way should be obtained prior to development of adjacent lands.

–On-street parking should be limited wherever necessary.

–Landscaping should be required along public rights-of-way. (Ord.4922, February 23, 2010)

2. Major, minor collectors.

–Designs should minimize impacts on existing neighborhoods.

–Sufficient street rights-of-way should be obtained prior to development of adjacent lands.

–On-street parking should be limited wherever necessary.

–Landscaping should be required along public rights-of-way. (Ord.4922, February 23, 2010)

–As far as is practical, residential collector streets should be no further than 1,800 feet apart in order to facilitate a grid pattern of collector streets in residential areas.

3. Local Streets

–Designs should minimize through-traffic and serve local areas only.

–Street widths should be appropriate for the existing and future needs of the area.

–Off-street parking should be encouraged wherever possible.

–Landscaping should be encouraged along public rights-of- way.

APPLICANT'S RESPONSE:

122.00 - NE McDonald Lane is classified as a Minor Collector. The roadway exists and minimizes the impact in the broader neighborhood area. Right-of-way dedication is anticipated with street frontage improvements to meet the Minor Collector street cross section requirements. On-street parking will need to be evaluated for functional capability only for the property frontage. Landscaping will need to be accommodated either in a planter strip or behind a curb-side sidewalk depending on the city's desire for the street cross-section requirements. The roadway system within the area is established and is represented in the Transportation System Plan.

PARKING
Policies:

126.00 The City of McMinnville shall continue to require adequate off-street parking and loading facilities for future developments and land use changes.

127.00 The City of McMinnville shall encourage the provision of off-street parking where possible, to better utilize existing and future roadways and rights-of-way as transportation routes.

128.00 The City of McMinnville shall continue to assist in the provision of parking spaces for the downtown area.

APPLICANT'S RESPONSE:

126.00 - As shown on the Conceptual Site Plan parking for the future development would be located on-site and not within the public right-of-way (Exhibit 4). Any parking allowed within NE McDonald Lane will need to be determined by the City of McMinnville.
127.00 – Development of the site will comply with city off-street parking standards.

128.00 – Not applicable because the site is not in the downtown area.

BIKE PATHS
Policies:

130.00 The City of McMinnville shall encourage implementation of the Bicycle System Plan that connects residential areas to activity areas such as the

downtown core, areas of work, schools, community facilities, and recreation facilities.

130.05 In areas where bikeways are planned, the City may require that new development provide bikeway improvements such as widened streets, bike paths, or the elimination of on-street parking. At the minimum, new development shall be required to make provisions for the future elimination of on-street parking along streets where bikeways are planned so that bike lanes can be striped in the future. Bike lanes and bike paths in new developments shall be constructed to standards recommended in the bikeway plan.

131.00 The City of McMinnville shall encourage development of bicycle and footpaths in scenic and recreational areas as part of future parks and activities.

132.00 The City of McMinnville shall encourage development of subdivision designs that include bike and foot paths that interconnect neighborhoods and lead to schools, parks, and other activity areas. (Ord. 4922, February 23, 2010; Ord. 4260, August 2, 1983)

APPLICANT'S RESPONSE:

130.00 – NE McDonald Lane is identified not to have a bike system improvement north of NE Grandhaven Street (TSP Exhibit 6-3, incorporated by reference).

130.05 - NE McDonald Lane is identified not to have a bike system improvement north of NE Grandhaven Street (TSP Exhibit 6-3, incorporated by reference).

131.00 – Not applicable because the property is not identified in a scenic or recreational area.

132.00 – Not applicable because a subdivision is not being proposed.

SYSTEM PLAN

132.23.00 The McMinnville Transportation System Plan shall be updated as necessary to remain consistent with: (a) the city's land use plan; (b) regional and statewide plans; and (c) the applicable local, State, and federal law. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable to the application. Updates to the TSP are the responsibility of the City of McMinnville.

COMPLETE STREETS

132.24.00 The safety and convenience of all users of the transportation system including pedestrians, bicyclists, transit users, freight, and motor vehicle drivers shall be accommodated and balanced in all types of transportation and development projects and through all phases of a

project so that even the most vulnerable McMinnville residents – children, elderly, and persons with disabilities – can travel safely within the public right-of-way. Examples of how the Compete Streets policy is implemented:

1. *Designand construct right-of-way improvements in compliance with ADA accessibility guidelines (see below).*

2. *Incorporate features that create a pedestrian friendly environment, such as:*

    a. *Narrower traffic lanes;*

    b. *Median refuges and raised medians;*

    c. *Curb extensions ("bulb-outs");*

    d. *Count-down and audible pedestrian signals;*

    e. *Wider sidewalks;*

    f. *Bicycle lanes; and*

    g. *Street furniture, street trees, and landscaping*

3. *Improve pedestrian accommodation and safety at signalized intersections by:*

    a. *Using good geometric design to minimize crossing distances and increase visibility between pedestrians and motorists.*
    b. *Timing signals to minimize pedestrian delay and conflicts.*
    c. *Balancing competing needs of vehicular level of service and pedestrian safety. (Ord. 4922, February 23, 2010)*

APPLICANT'S RESPONSE: Improvements to NE McDonald Lane will be provided based on requirements from the City that implement the Complete Street policy as applicable to the identified roadway frontage.

MULTI-MODAL TRANSPORTATION SYSTEM

132.25.00 The transportation system for the McMinnville planning area shall consist of an integrated network of facilities and services for a variety of motorized and non-motorized travel modes.

APPLICANT'S RESPONSE: The McMinnville TSP identifies a multi-modal transportation system. NE McDonald Lane accommodates vehicles and pedestrians to implement the

Plan. The Transportation Planning Analysis/Traffic Impact Analysis (TPR/TIA) in Exhibit 9 notes the multimodal system on the area for sidewalks and bike lanes.

CONNECTIVITY AND CIRCULATION

132.26.00 The vehicle, pedestrian, transit, and bicycle circulation systems shall be designed to connect major activity centers in the McMinnville planning area, increase the overall accessibility of downtown and other centers, as well as provide access to neighborhood residential, shopping, and industrial areas, and McMinnville's parks and schools.

132.26.05 New street connections, complete with appropriately planned pedestrian and bicycle features, shall be incorporated in all new developments consistent with the Local Street Connectivity map.

APPLICANT'S RESPONSE:

132.26.00 – Streets in the immediate vicinity include NE McDonald Lane, NE Maloney Drive, NE Hembree Street and NE Grandhaven Street. These roadways are part of an overall comprehensive transportation system providing vehicle, pedestrian, transit, and bicycle circulation to activity centers and neighborhood areas.

132.26.05 – Not applicable because no new street connections are proposed.

SUPPORTIVE OF GENERAL LAND USE PLAN DESIGNATIONS AND DEVELOPMENT PATTERNS

132.27.00 The provision of transportation facilities and services shall reflect and support the land use designations and development patterns identified in the McMinnville Comprehensive Plan. The design and implementation of transportation facilities and services shall be based on serving current and future travel demand—both short-term and long-term planned uses.

APPLICANT'S RESPONSE: NE McDonald Lane is a Minor Collector. NE Grandhaven is a Major Collector. These roadway designations support the Comprehensive Plan designation for Residential given to the location of the subject property. The Transportation Planning Analysis/Traffic Impact Analysis (TPR/TIA) in Exhibit 9 further notes the transportation facilities.

REGIONAL MOBILITY

132.28.00 A balanced system of transportation facilities and services shall be designed for the McMinnville planning area to accommodate the mobility needs of residents, businesses, and industry.

APPLICANT'S RESPONSE: The McMinnville Transportation System Plan establishes a balanced system of transportation facilities and services. Development of the subject property will improve the abutting transportation system (NE McDonald Lane) to City requirements. The Transportation Planning Analysis/Traffic Impact Analysis (TPR/TIA) in

Exhibit 9 analysis the impact the proposed development will have on the transportation system noting that the system maintains its operation capacity and function.

GROWTH MANAGEMENT

132.29.00 The construction of transportation facilities in the McMinnville planning area shall be timed to coincide with community needs, and shall be implemented so as to minimize impacts on existing development. Prioritization of improvements should consider the City's level of service standards.

APPLICANT'S RESPONSE: The McMinnville Transportation System Plan establishes a transportation system. Development of the subject property will improve the abutting transportation system along the property street frontage to City requirements. The Transportation Planning Analysis/Traffic Impact Analysis (TPR/TIA) in Exhibit 9 indicates that no mitigation is required on the system beyond the frontage improvements.

132.29.05 Off-site improvements to streets or the provision of enhanced pedestrian and bicycle facilities in the McMinnville planning area may be required as a condition of approval for land divisions or other development permits.

APPLICANT'S RESPONSE: The McMinnville Transportation System Plan establishes a transportation system. Development of the subject property will improve the abutting transportation system along the property street frontage to City requirements. A pedestrian crossing is proposed on NE McDonald Lane to access Grandhaven Elementary Scholl. The TPR/TIA (Exhibit 9) recommends that the crossing be located north of the south access to the subject site for pedestrian safety. A pedestrian path is proposed on the south side of the subject site to provide access to Chegwyn Farm Neighborhood Park as shown on Exhibit 4 and in accordance with Resolution 2025-51 Annexation Agreement.

TRANSPORTATION SYSTEM AND ENERGY EFFICIENCY

132.30.00 The implementation of transportation system and transportation demand management measures, provision of enhanced transit service, and provision of bicycle and pedestrian facilities in the McMinnville planning area shall be embraced by policy as the first choice for accommodating travel demand and relieving congestion in a travel corridor, before street widening projects for additional travel lanes are undertaken.

APPLICANT'S RESPONSE: Not applicable to the application because the City has the responsibility to address the issues through its Transportation System Plan.

132.30.05 The McMinnville Transportation System Plan shall promote alternative commute methods that decrease demand on the transportation system, options which also enhance energy efficiency such as using transit, telecommuting, carpooling, vanpooling, using flexible work schedules, walking, and bicycling. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable to the application because the City has the responsibility to address the issues through its Transportation System Plan.

TRANSPORTATION SAFETY

132.31.00 The City of McMinnville shall make the design, construction, and operation of a safe transportation system for all modes of travel a high priority.

APPLICANT'S RESPONSE: The McMinnville Transportation System Plan establishes a transportation system. Development of the subject property will improve the abutting transportation system along the property frontage to City requirements.

PUBLIC SAFETY

132.32.00 The safe, rapid movement of fire, medical, and police vehicles shall be an integral part of the design and operation of the McMinnville transportation system.

APPLICANT'S RESPONSE: The abutting transportation system to the subject property and its connected nature to the balance of the overall transportation system provides for safe, rapid movement of fire, medical, and police vehicles to serve the subject property.

ACCESSIBILITY FOR PERSONS WITH DISABILITIES

132.33.00 The McMinnville transportation system shall be designed with consideration of the needs of persons with disabilities by meeting the requirements set forth in the Americans with Disabilities Act (ADA). (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The City of McMinnville has an adopted Transportation System Plan – 2010 that implements the policy.

ECONOMIC DEVELOPMENT

APPLICANT'S RESPONSE: Policies 132.34.00 – 132.34.05 do not apply because the proposal is not for a commercial activity.

LIVABILITY

132.35.00 Transportation facilities in the McMinnville planning area shall be, to the degree possible, designed and constructed to mitigate noise, energy consumption, and neighborhood disruption, and to encourage the use of public transit, bikeways, sidewalks, and walkways.

APPLICANT'S RESPONSE: The City of McMinnville has an adopted Transportation System Plan that implements the policy.

HEALTH AND WELFARE

132.36.00 Through implementation of its Complete Streets policy and the TSP by enhancing its pedestrian and bicycle systems, the City of

McMinnville will help encourage greater physical activity and improved health and welfare of its residents.

APPLICANT'S RESPONSE: NE McDonald Lane supports modes of travel, encouraging greater physical activity for area residents.

TRANSPORTATION SUSTAINABILITY

132.37.00 Through implementation of the TSP and the Comprehensive Plan, the City of McMinnville will, to the extent possible, seek measures that simultaneously help reduce traffic congestion, pollution, crashes and consumer costs, while increasing mobility options for non-drivers, and encouraging a more efficient land use pattern.

APPLICANT'S RESPONSE: As indicated in the above narrative, the Applicant's proposal demonstrates adherence to the Transportation System Plan -2010 and Comprehensive Plan policies that support multi-modal transportation, safety goals, transportation sustainability, and connectivity to area businesses, residences, parks, open spaces, and recreation amenities.

AESTHETICS AND STREETSCAPING

132.38.00 Aesthetics and streetscaping shall be a part of the design of McMinnville's transportation system. Streetscaping, where appropriate and financially feasible, including public art, shall be included in the design of transportation facilities. Various streetscaping designs and materials shall be utilized to enhance the livability in the area of a transportation project. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The City of McMinnville has an adopted Transportation System Plan - 2010 that implements the Policy.

INTERGOVERNMENTAL COORDINATION AND CONSISTENCY

APPLICANT'S RESPONSE: Policy 132.38.00 does not apply because no change to the Transportation System Plan is proposed.

GROWTH MANAGEMENT

132.40.00 Mobility standards will be used to evaluate the transportation impacts of long-term growth. The City should adopt the intersection mobility standards as noted in Chapter 2 of the Transportation System Plan. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The McMinnville TSP, Chapter 2 has mobility standards to evaluate growth and intersection mobility. Exhibit 9 for the TPD/TIA analysis analyzes proposed development on the subject site for compliance with volume to capacity adopted levels.

132.40.05 Conditions of Approval–In accordance with the City's TSP and capital improvements plan (CIP), and based on the level of impact generated by a proposed development, conditions of approval applicable to a development application should include:

1. Improvement of on-site transportation facilities,

2. Improvement of off-site transportation facilities (as conditions of development approval), including those that create safety concerns, or those that increase a facility's operations beyond the City's mobility standards; and

3. Transportation Demand Management strategies. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The development will comply with conditions of approval related to transportation improvements based on the impact generated and requirements within the TSP.

132.40.10 Multi-modal Improvements – To manage growth, improvements to transportation facilities may include both motorized and non-motorized facilities improvements, constructed in accordance with the City's minimum design standards. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: NE McDonald Lane has a sidewalk north of NE Grandhaven Street on its east side. On the west side the sidewalk stops at the south property line of the subject site. Frontage improvements will be done along the property frontage to fill in the missing sidewalk segment. Bike lanes are not identified on NE McDonald Lane.

132.40.15 Transportation SDCs – The City should update its transportation systems development charge (SDC) to address growth-related traffic impacts.

APPLICANT'S RESPONSE: The City has the responsibility to administer its SDC program. The development will pay the appropriate Transportation SDC.

CIRCULATION

132.41.00 Residential Street Network – A safe and convenient network of residential streets should serve neighborhoods. When assessing the adequacy of local traffic circulation, the following considerations are of high priority:

1. Pedestrian circulation;

2. Enhancement of emergency vehicle access;

3. Reduction of emergency vehicle response times;

4. Reduction of speeds in neighborhoods;, and

5. Mitigation of other neighborhood concerns such as safety, noise, and aesthetics.

APPLICANT'S RESPONSE: The City of McMinnville has an adopted Transportation System Plan that implements the Policy. Improvements to NE McDonald Lane will fill in missing sidewalk connections. A mid-block pedestrian crossing is also required per the Annexation Agreement that can assist in reducing traffic speeds.

132.41.05: Cul-de-sac streets in new development should only be allowed when connecting neighborhood streets are not feasible due to existing land uses, topography, or other natural and physical constraints.

APPLICANT'S RESPONSE: No cul-de-sac streets are proposed.

132.41.10 Limit Physical Barriers – The City should limit the placement of facilities or physical barriers (such as buildings, utilities, and surface water management facilities) to allow for the future construction of streets that facilitate the establishment of a safe and efficient traffic circulation network. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: No new buildings are proposed that would encumber the ability to improve the transportation system.

132.41.15 Establish Truck Routes – To support the efficient and safe movement of goods and freight, the City should establish and identify truck routes to the city's major destinations. Such routes should be located along arterial roadways and should avoid potential impacts on neighborhood streets. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The TSP - 2010, Chapter 8 (incorporated by reference) identifies designated truck routes. NE McDonald Lane and Grandhaven Street are not designated truck routes.

132.41.20 Modal Balance – The improvement of roadway circulation must not impair the safe and efficient movement of pedestrians and bicycle traffic. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The McMinnville TSP -2010 has the overall community circulation system for vehicle, pedestrian and bicycles. The system is designed for the efficient movement of pedestrians and bicycle traffic.

132.41.25 Consolidate Access – Efforts should be made to consolidate access points to properties along major arterial, minor arterial, and collector roadways. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: NE McDonald Lane is a Minor Collector. There are no current driveway access to NE McDonald Lane from the site. Two new accesses are proposed to allow appropriate access and emergency services access.

132.41.30: Promote Street Connectivity – The City shall require street systems in subdivisions and development that promote street connectivity between neighborhoods.

APPLICANT'S RESPONSE: Extension of NE Maloney Drive is not proposed and is not required based on discussions with City staff.

STREET WIDTH – HUMAN SCALE

132.42.00 Generally, a major arterial street should not be widened beyond two through lanes in each direction with auxiliary turn lanes as appropriate. Minor arterials and collector streets should not be widened beyond one through lane in each direction with auxiliary left-turn lanes as appropriate. Major arterial streets with more than five lanes and minor arterial and collector streets with more than three lanes are perceived as beyond the scale that is appropriate for McMinnville. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: NE McDonald Lane has two travel lanes, one in each direction.

NEIGHBORHOOD TRAFFIC MANAGEMENT

APPLICANT'S RESPONSE: Policies 132.43.00 - 132.42.05 do not apply because no new streets are proposed.

132.43.10 Limited Neighborhood Cut–Through Traffic – Local residential streets should be designed to prevent or discourage their use as shortcuts for through traffic. Local traffic control measures should be coordinated with the affected neighborhood.

APPLICANT'S RESPONSE: No new streets are proposed that would allow for cut-through traffic.

ACCESS MANAGEMENT

132.44.00 The City should continue to coordinate with ODOT in the administration of jointly adopted plans to manage access and highway improvements as noted in Chapter 2 of the Transportation System Plan. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Policy 132.44.00 does not apply because the subject property is not located on an ODOT facility.

IMPERVIOUS SURFACE AREA

132.45.00 Supplement Street Design Standards – McMinnville's standards should be supplemented to achieve reductions in impermeable

surfaces, consistent with safety and operating standards. Innovative design and materials should be utilized to reduce impermeable surfaces.

APPLICANT'S RESPONSE: The existing impervious surface with frontage improvements and right-of-way dedication for NE McDonald Lane is appropriate for existing and planned development using the roadway.

ENVIRONMENTAL PRESERVATION

APPLICANT'S RESPONSE: Policies 132.46.00 – 132.46.10 do not apply because the frontage streets are existing.

AESTHETICS

APPLICANT'S RESPONSE: Policy 132.47.00 does not apply because the city has existing street design standards.

SAFETY AND MAINTENANCE

132.48.00 Pavement Maintenance Plan Implementation – The City should develop and implement its pavement maintenance plan to best preserve the existing transportation infrastructure. (Ord. 4922, February 23, 2010)

132.49.00 Routing System Inspection – The City should promote safety through continued and routine inspection and rehabilitation of existing signage, roadway striping, and street lighting; identifying and rectifying existing deficiencies as they are identified. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Policies 132.47.00 – 132.49.00 do not apply because maintenance and inspections are the responsibility of the City.

SYSTEM INVENTORY

132.50.00 System Inventory – The City shall inventory and map existing pedestrian facilities. Facility inventories and selected inventory updates should be performed every five years to determine the success or failure of meeting the Plan's pedestrian goal, objectives, and policies. The city has already partially met this policy objective having completed the walking inventory of all public streets as part of the TSP. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Policy 132.50.00 does not apply because this is a City responsibility.

SYSTEMS DEVELOPMENT

132.51.00 Formalize New Sidewalk Construction Program – To complete the pedestrian facility network, the City will formalize a New Sidewalk

Construction Program that reflects the City's funding resources. This program will give priority to the construction of missing sidewalks in already developed areas of the city that would provide improved access to schools, parks, shopping, and transit services. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable to the proposed application as the policy is the responsibility of the City.

132.51.05 Ensuring Future Sidewalk Connections – All future development must include sidewalk and walkway construction as required by the McMinnville Zoning Ordinance and City Code and adopted City of McMinnville Design Standards. All road construction or renovation projects shall include sidewalks. The City will support, as resources are available, projects that would remove identified barriers to pedestrian travel or safety. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The proposed project will construct the missing section of sidewalk on the west side of NE McDonald Lane as part of the frontage improvement. This will provide a continues sidewalk from NE Grandhaven Street to NE Samson Street.

132.51.10 Complete Connections with Crosswalks – All signalized intersections must have marked crosswalks. School crosswalks will be marked where crossing guards are provided. Subject to available funding, and where appropriate, marked crosswalks, along with safety enhancements (medians and curb extensions), shall be provided at unsignalized intersections and uncontrolled traffic locations in order to provide greater mobility in areas frequently traveled by persons with limited mobility. Marked crosswalks may also be installed at other high volume pedestrian locations without medians or curb extensions if a traffic study shows there would be a benefit to those pedestrians. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The proposed site improvements will construct a mid-block pedestrian crossing that will allow students the ability to cross the street from the proposed development and provide access to Chegwyn Farm Neighborhood Park. Exhibit 9 TPR/TIA provides additional information on the proposed pedestrian crossing and pedestrian safety evaluation.

132.51.15 Connecting Shared-Use Paths – The City will continue to encourage the development of a connecting, shared-use path network, expanding facilities along parks and other rights-of-way. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: As part of the annexation process an Annexation Agreement has been entered into that requires an easement and construction of a shared use path between NE McDonald and Chegwyn Farm Neighborhood Park on the south side of the

subject property. This will fulfill a path designation in the Parks, Recreation and Open Space Plan (2024).

AMERICANS WITH DISABILITIES ACT COMPLIANCE

132.52.00 Compliance with ADA Standards – The City shall comply with the requirements set forth in the Americans with Disabilities Act regarding the location and design of sidewalks and pedestrian facilities within the City's right-of-way. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: ADA compliance would occur with any roadway frontage improvements when the property is developed and the improvement plans reviewed by the City.

SYSTEMS MAINTENANCE

132.53.00 Maintaining Quality of Facilities – The City will establish standards for the maintenance and safety of pedestrian facilities. These standards should include the removal of hazards and obstacles to pedestrian travel, as well as maintenance of benches and landscaping. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Policy 132.53.00 does not apply because it is a City responsibility.

PEDESTRIAN PROGRAMS

132.54.00 Promoting Walking for Health and Community Livability – The City will encourage efforts that inform and promote the health, economic, and environmental benefits of walking for the individual and McMinnville community. Walking for travel and recreation should be encouraged to achieve a more healthful environment that reduces pollution and noise to foster a more livable community. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Does not apply because the policy applies to City activities. The subject site location will provide walking opportunities to park and commercial areas.

132.55.00 Safe Routes to School – The City shall work, where possible, with the McMinnville School District and neighborhood associations to maintain and improve its programs to evaluate the existing pedestrian access to local schools, estimate the current and potential use of walking as a travel mode, evaluate safety needs, and propose changes to increase the percentage of children and young adults safely using this mode. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Does not apply because coordination is the responsibility of the City and the McMinnville School District and neighborhood associations. Exhibit 4 shows a Conceptual Site Plan with a mid-block pedestrian crossing that will assist in providing safe access for students crossing NE McDonald Lane to reach Grandhaven Elementary School.

BICYCLE SYSTEM PLAN

132.56.00 Provide Bicycle Facilities on Arterials and some Collector Streets – To the extent possible, arterial and some collector streets undergoing overlays or reconstruction will either be re-striped with bicycle lanes or sharrow (bicycle/auto shared-lane) routes as designated on the Bicycle System Plan Map. Every effort will be made to retrofit existing arterials and selective collectors with bicycle lanes, as designated on the Bicycle System Plan Map. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: NE McDonald Lane is a Minor Collector and is not a street designated for bicycle system improvements (TSP, Exhibit 6-3, incorporated by reference) north of NE Grandhaven Street.

132.56.05 Mitigation of On-street Parking Loss From Bicycle Projects – New bicycle facilities require the removal of on-street parking spaces on existing streets, parking facilities should be provided that mitigate this loss, to the extent practicable. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because there are no designated or planned bicycle improvements north of NE Grandhaven Street (TSP, Exhibit 6-3, incorporated by reference).

132.56.10 Eliminate Barriers to Bicycle Travel – The City will actively pursue a comprehensive system of bicycle facilities through designing and constructing projects, as resources are available, and implementing standards and regulations designed to eliminate barriers to bicycle travel. As a result of this policy, new developments or major transportation projects will neither create new, nor maintain existing, barriers to bicycle travel. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because there are no designated or planned bicycle improvements north of NE Grandhaven Street (TSP, Exhibit 6-3, incorporated by reference).

132.56.15 Bicycle Routes and Signage – As resources are available, the City will periodically consult with local bicyclists to review existing and proposed bicycle lanes, and identify improvements needed to make these routes function better for bicyclists. These routes shall be identified by signage on the routes and shown on updates of the bicycle route map. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because there are no designated or planned bicycle improvements north of NE Grandhaven Street (TSP, Exhibit 6-3, incorporated by reference).

132.56.20 Complete the Major Bicycle System – A completed system of major bicycle facilities is one of the most important factors in encouraging

bicycle travel. The City will work toward annually completing a minimum five percent addition to the bicycle system, as designated on the Bicycle System Plan Map, with priority given to projects that fill critical missing links in the bicycle system or address an identified safety hazard. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because there are no designated or planned bicycle improvements north of NE Grandhaven Street (TSP, Exhibit 6-3, incorporated by reference).

132.56.25 Establish Minimum Standards for Bicycle Facility Maintenance – The City shall develop minimum standards that will keep bicycle facilities clean of debris, properly striped, and clearly marked and signed. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because maintenance of bicycle facilities within the right-of-way is the responsibility of the City.

132.56.30 Zoning Ordinance Requirements for Bicycle Parking – The McMinnville Zoning Ordinance (Section 17.60.140) contains bicycle parking supply requirements and standards that require new developments to provide a minimum amount of bicycle parking, based on the needs of the specific zone or land use type. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Bicycle parking will be provided in compliance with the McMinnville Zoning Ordinance at the time of site review and development.

132.56.35 Bicycle Parking at Transit Facilities – The City will work with the Yamhill County Transit Authority (YCTA) to encourage the installation of public bicycle parking facilities at transit stations and other inter-modal facilities, and encourage the provision of bicycle racks on all public transit vehicles. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because there is no transit facility in proximity or proposed on the subject property.

132.56.40 Target and Eliminate Key Behaviors that Lead to Bicycle Accidents – The City will encourage schools, safety organizations, and law enforcement agencies to provide information and instruction on bicycle safety issues that focus on the most important accident problems. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: No applicable because the policy applies to the City and other organizations.

132.56.45 Safe Routes to School – The City will work with the McMinnville School District to: evaluate existing bicycle access to local schools and supporting infrastructure (bicycle racks, lockers, etc.); estimate the current and potential use of bicycling as a travel mode; evaluate

safety needs; and propose changes to increase the percentage of children and young adults safely using this mode. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: Not applicable because the policy applies to the City and McMinnville School District.

TRANSIT SYSTEM PLAN

APPLICANT'S RESPONSE: Policies 132.57.00 – 132.57.20 do not apply because there is no transit provided on NE McDonald Lane. The closest transit route is at NE Burnett Road and NE Hembree Street.

TRANSPORTATION DEMAND MANAGEMENT PLAN

APPLICANT'S RESPONSE: Policies 132.58.00 – 132.58.20 do not apply because the Transportation Demand Management is the responsibility of the City to coordinate with Yamhill County and Yamhill Cuonty Transit.

FREIGHT MOBILITY, AIR, RAIL AND PIPELINE PLANS

APPLICANT'S RESPONSE: Policies 132.59.00 – 132.59.20 do not apply because the site is not related to truck routes, an airport, or railroad.

CAPITAL IMPROVEMENTS

APPLICANT'S RESPONSE: Policies 132.60.00, and 132.60.15 – 132.60.20 do not apply because motor fuel tax, Bike fundings and federal and state grants are not applicable to the development.

132.60.05 *Systems Development Charge – The City should continue to consider the* impacts of future growth on the McMinnville transportation system and determine what level of development charges should be collected by the City to mitigate impacts placed on area-wide transportation facilities by expected future development. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The proposed development will pay the required SDCs to mitigate the impacts of the development.

132.60.10 *Development Exactions – The City should require new developments to mitigate their impacts on the transportation system. (Ord. 4922, February 23, 2010)*

APPLICANT'S RESPONSE: The proposed development related to the Zone Change anticipates dedicating right-of-way along NE McDonald Lane and constructing required transportation improvements required by the City.

PAVEMENT MANAGEMENT

APPLICANT'S RESPONSE:: Policies 132.61.00 – 132.61.20 do not apply the policies relate to the identifying and obtaining funding sources for pavement management which is a City responsibility.

McMINNVILLE TSP IMPLEMENTATION

APPLICANT'S RESPONSE: Policies 132.62.10, 132.62.15, 132.62.25 do not apply because the project is not triggering a capital improvement, is not involved in seeking State or Federal funding, and is not updating the Transportation System Plan.

132.62.00 TSP as Legal Basis – The City of McMinnville shall use the McMinnville TSP as the legal basis and policy foundation for actions by decisionmakers, advisory bodies, staff, and citizens in transportation issues. The goals, objectives, policies, implementation strategies, principles, maps, and recommended projects shall be considered in all decision-making processes that impact or are impacted by the transportation system. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The TSP - 2010 is being used to determine the functional classification of roadways and what improvements are necessary for the proposed application and future development.

132.62.05 TSP Policies – The City of McMinnville shall use the McMinnville TSP to:

1. Describe the classification or function of all streets within the McMinnville planning area. Policies found in the Plan shall be used to develop connective local street circulation patterns.

2. Require new development to provide adequate accessibility, as defined by the McMinnville Zoning Ordinance, for all travel modes within a development and in coordination with existing and other proposed development. Street design standards in the McMinnville Zoning Ordinance are to be used to secure adequate public street and sidewalk facilities.

3. Identify measures and programs to be undertaken to enhance mobility for all travel modes.

4. Form the basis from which identified projects are placed into the State Transportation Improvement Program (STIP).

5. Establish funding and project construction priorities when preparing funding scenarios for measures. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: NE McDonald Lane is classified as a Minor Collector, NE Grandhaven Street south of the subject site is designated as a Major Collector. The streets

provide adequate accessibility for the proposed development site. The mobility to the site is established by the existing transportation system. There is no proposal to add a project to the STIP. The application does not propose priorities for preparing funding scenarios for measures. Exhibit 9 TPR/TSP analysis has additional details on the transportation system.

132.62.20 TSP Use in Review of Land Use Actions – The City of McMinnville shall consider and apply the goals, policies, planning principles, recommended projects, implementation strategies, and maps contained in McMinnville TSP in the review of land use actions and development applications. (Ord. 4922, February 23, 2010)

APPLICANT'S RESPONSE: The TSP - 2010 is the goals, policies and planning principles for transportation improvements associated with the proposed application and the subsequent development application to construct the 75 units of multi-family. Exhibit 9 TPR/TSP analysis has additional details on the transportation system and the impacts of the proposed zone change indicating there is no functional classification change to the analyzed streets, no mitigation is required, and recommends the location of the mid-block pedestrian crossing on NE McDonald Lane.

FINDING (CHAPTER VI: TRANSPORTATION SYSTEM): SATISFIED WITH CONDITION #2.

- The majority of policies in this Chapter apply to planning of the transportation system and standards that implement the transportation plan. Those are not criteria for the rezone. Some of the policies resulted in adoption of implementation standards that are applied at the time of development, and they are not applicable as criteria for the rezone.

- **Streets Policies.** The proposed annexation and rezone is consistent with Policy 119.00 by utilizing existing transportation corridors before committing new lands.

- **Growth Management Policies.** 132.29.00, 132.40.00, 132.40.00 are addressed with the rezone by demonstrating compliance with the Transportation Planning Rule OAR 660-012-0060 ("TPR"), subject to Condition #2. See Findings below regarding TPR compliance and Condition #2. Further, compliance with the City's standards for frontage improvements mobility standards would be addressed at the time of development. (The applicant has also submitted a "development review traffic analysis" that addresses compliance with mobility standards that would apply at the time of development review).

CHAPTER VII COMMUNITY FACILITIES AND SERVICES

GOAL VII 1: TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS

TO URBAN LANDS WITHIN THE McMINNVILLE URBAN GROWTH BOUNDARY.

PUBLIC ADMINISTRATIVE AND STORAGE FACILITIES

APPLICANT'S RESPONSE: Policies 133.00 – 135.00 do not apply because the proposal is not for city, county, state or federal offices or public storage and workshop facilities.

SANITARY SEWER SYSTEM
Policies:

APPLICANT'S RESPONSE: Policies 137.00 – 139.00 do not apply because long range planning is a City responsibility, the planning for a sewer system is a City responsibility, and extension of the sewer system is not proposed.

136.00 The City of McMinnville shall insure that urban developments are connected to the municipal sewage system pursuant to applicable city, state, and federal regulations.

140.00 The City of McMinnville shall continue to limit sewer service extensions to the areas within the urban growth boundary, except where service is granted to comply with state or federal laws. Areas outside the city limits, but within the urban growth boundary, shall be granted sewer service hook-ups only under policies adopted by the City.

141.00 The City of McMinnville shall continue to separate storm and sanitary sewers where they are connected to reduce the inflow of storm sewer waters to the sewage treatment plant. Ongoing maintenance and improvements of the existing system shall also be undertaken to reduce infiltration of rain water into the system.

APPLICANT'S RESPONSE:

136.00 – Future development of the subject property would connect to the existing sanitary sewer system as required per city regulations.

140.00 – The requested Zone Change application would allow for connection to the existing sanitary sewer system to accommodate future development at urban densities.

141.00 – Site development would connect separate systems, one for sanitary sewer and the other to stormwater.

STORM DRAINAGE
Policies:

142.00 The City of McMinnville shall insure that adequate storm water drainage is provided in urban developments through review and approval of storm

drainage systems, and through requirements for connection to the municipal storm drainage system, or to natural drainage ways, where required.

143.00 The City of McMinnville shall encourage the retention of natural drainage ways for storm water drainage.

APPLICANT'S RESPONSE:

142.00 - Future development would connect to the existing stormwater system in NE McDonald Lane Exhibit 10.

143.00 – Does not apply because there is no natural drainage way on the property.

WATER SYSTEM
Policies:

144.00 The City of McMinnville, through McMinnville Water and Light, shall provide water services for development at urban densities within the McMinnville Urban Growth Boundary.

145.00 The City of McMinnville, recognizing McMinnville Water and Light as the agency responsible for water system services, shall extend water services within the framework outlined below:

1. *Facilities are placed in locations and in such a manner as to insure compatibility with surrounding land uses.*

2. *Extensions promote the development patterns and phasing envisioned in the McMinnville Comprehensive Plan.*

3. *For urban level developments within McMinnville, sanitary sewers are extended or planned for extension at the proposed development densities by such time as the water services are to be utilized.*

4. *Applicable policies for extending water services, as developed by the City Water and Light Commission, are adhered to.*

APPLICANT'S RESPONSE:

144.00 – Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 12).

145.00 - Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 12).

Policies 146.00 – 150.00 do not apply.

WATER AND SEWER – LAND DEVELOPMENT CRITERIA
Policies:

151.00 The City of McMinnville shall evaluate major land use decisions, including but not limited to urban growth boundary, comprehensive plan amendment, zone changes, and subdivisions using the criteria outlined below:

1. *Sufficient municipal water system supply, storage and distribution facilities, as determined by McMinnville Water and Light, are available or can be made available, to fulfill peak demands and insure fire flow requirements and to meet emergency situation needs.*

2. *Sufficient municipal sewage system facilities, as determined by the City Public Works Department, are available, or can be made available, to collect, treat, and dispose of maximum flows of effluents.*

3. *Sufficient water and sewer system personnel and resources, as determined by McMinnville Water and Light and the City, respectively, are available, or can be made available, for the maintenance and operation of the water and sewer systems.*

4. *Federal, state, and local water and waste water quality standards can be adhered to.*

5. *Applicable policies of McMinnville Water and Light and the City relating to water and sewer systems, respectively, are adhered to.*

APPLICANT'S RESPONSE:

1. McMinnville Water & Light (MW&L) has indicated in communications they can serve the subject property.

2. Sewerage can be accommodated. An existing 8" sanitary sewer line is located in NE McDonald Lane. The subject site can be connected to this existing line. There is an 8" sanitary sewer line located in NE Maloney Drive which could also be connected to.

3. The City and MW&L have existing staff that can service the public infrastructure.

4. Federal, state and local water and wastewater quality standards will be adhered to.

5. Applicable policies of McMinnville Water and Light and the City relating to water and sewer systems, respectively, will be adhered to.

POLICE AND FIRE PROTECTION
Policies:

APPLICANT'S RESPONSE: Policy 154.00 does not apply because the McMinnville Fire District is responsible to plan for their facilities.

152.00 The City of McMinnville shall encourage the provision of adequate police and fire facilities and personnel to meet the needs of the community as it expands.

153.00 The City of McMinnville shall continue coordination between the planning and fire departments in evaluating major land use decisions.

155.00 The ability of existing police and fire facilities and services to meet the needs of new service areas and populations shall be a criterion used in evaluating annexations, subdivision proposals, and other major land use decisions.

APPLICANT'S RESPONSE: 152.00 – 153.00 and 155.00 - It is anticipated that City of McMinnville police and fire services have the capacity to serve the proposed subject property.

SOLID WASTE

GOAL VII 2: TO PROVIDE FOR THE ORDERLY AND EFFICIENT MANAGEMENT OF SOLID WASTE IN AN ENVIRONMENTALLY ACCEPTABLE AND ECONOMICALLY FEASIBLE MANNER.

Policies:

APPLICANT'S RESPONSE: Policies 156.00 – 158.00 do not apply because management of solid waste is a responsibility of the City.

PARKS AND RECREATION

GOAL VII 3: TO PROVIDE PARKS AND RECREATION FACILITIES, OPEN SPACES, AND SCENIC AREAS FOR THE USE AND ENJOYMENT OF ALL CITIZENS OF THE COMMUNITY.

Policies:

APPLICANT'S RESPONSE: Policies 160.00 – 162.00, 163.05 – 167.00 and 170.00 – 170.06 do not apply because park improvements are a city function, recreational leisure activities are a city function, the school district and city coordination are not a responsibility of the development, the site is not designated as a park, the site is not within a flood plain, and the site is not identified as open space.

159.00 The City of McMinnville's Parks, Recreation, and Open Space Master Plan shall serve to identify future needs of the community, available resources, funding alternatives, and priority projects.

163.00 The City of McMinnville shall continue to require land, or money in lieu of land, from new residential developments for the acquisition and/or development of parklands, natural areas, and open spaces.

168.00 Distinctive natural features and areas shall be retained, wherever possible, in future urban developments.

169.00 Drainage ways in the City shall be preserved, where possible, for natural areas and open spaces and to provide natural storm run-offs.

170.05 For purposes of projecting future park and open space needs, the standards as contained in the adopted McMinnville Parks, Recreation, and Open Space Master Plan shall be used.

APPLICANT'S RESPONSE: Chegwyn Farm Neighborhood Park is located on the west side of the proposed Zone Change application site.

159.00 - The subject site is not identified as future park land in the McMinnville Parks and Recreation Master Plan (June 2024). An existing park is developed to the west of the subject site with Chegwyn Farm Neighborhood Park.

163.00 – The Applicant acknowledges that a Park SDC fee will be required from the development to further the acquisition and/or development of parklands, natural areas, and open spaces.

168.00 – There are no inventoried distinctive material features on the subject property.

169.00 – There is no natural drainage way on the subject property.

170.05 -The McMinnville Parks, Recreation, and Open Space Master Plan does not identify the subject site as future park land.

FINDING (CHAPTER VI: CHAPTER VII COMMUNITY FACILITIES AND SERVICES): SATISFIED WITH CONDITION #3. Some of the policies in this Chapter address the City's planning for community facilities and services and don't serve as criteria for the proposed rezone.

The applicant has submitted information addressing consistency with the applicable policies for community facilities and services. The applicant addressed the requirement to have a sewer capacity analysis conducted by the City's consultant, which found adequate capacity for the R-4 zone modeling assumptions. Condition #3 addresses adequacy of sewer capacity for the rezone. If at the time of development, the applicant proposes a density that exceeds twenty (20) residential units per net acre, (as is assumed in the modeling for the R-4 zoning), the City may require the applicant to enter into a reimbursement agreement with the City for modeling the impacts of the additional proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis, the applicant may be responsible for associated costs for improvements to increase system capacity.

Notice of the rezone application was distributed to agencies, including service providers, and comments were provided by McMinnville Engineering/Public Works, McMinnville Water & Light, the McMinnville Police Department, and the McMinnville Fire District. These service providers indicated no issues with the zone change.

Some agencies commented on issues to be addressed as part of the development review, which would be addressed at the time of development review, and don't serve as criteria for the proposed rezone. The annexation agreement also includes conditions to be addressed at the time of development.

CHAPTER VIII. ENERGY

GOAL VIII 1: TO PROVIDE ADEQUATE ENERGY SUPPLIES, AND THE SYSTEMS NECESSARY TO DISTRIBUTE THAT ENERGY, TO SERVICE THE COMMUNITY AS IT EXPANDS.

ENERGY SUPPLY DISTRIBUTION
Policies:

APPLICANT'S RESPONSE: Policies 171.00 – 177.00 do not apply because energy supply and distribution are the responsibility of other entities such as MW&L, Northwest Natural and BPA.

ENERGY CONSERVATION

GOAL VIII 2: TO CONSERVE ALL FORMS OF ENERGY THROUGH UTILIZATION OF LAND USE PLANNING TOOLS.

Policies:

APPLICANT'S RESPONSE: Policies 179.00 – 180.50 do not apply because it has adopted zoning regulations for design and has provisions for weatherization.

178.00 The City of McMinnville shall encourage a compact urban development pattern to provide for conservation of all forms of energy.

APPLICANT'S RESPONSE: The anticipated development would be compact in form and follow required City development standard requirements.

FINDING (CHAPTER VIII: ENERGY): SATISFIED.

- **Goal VIII.1. Energy Supply Distribution Policies 171.00-177.00.** These are not applicable criteria for the rezone. They address energy distribution, siting of energy system facilities, and regulation of land uses near future energy-system related sites for purposes of compatibility.

- **Goal VIII.2. Energy Conservation Policies 178.00-180.50.** The rezone is consistent with Policy 178.00 which provides for the City to encourage a compact

urban development pattern. Policies 179.00-180.05 are guidance to the City to incorporate energy efficiency provisions in pertinent ordinances, standards, and programs, and are not criteria for the rezone.

CHAPTER IX. URBANIZATION

GOAL IX 1: TO PROVIDE ADEQUATE LANDS TO SERVICE THE NEEDS OF THEPROJECTED POPULATION TO THE YEAR 2023, AND TO ENSURE THE CONVERSION OF THESE LANDS IN AN ORDERLY, TIMELY MANNER TO URBAN USES.

GOAL IX 2: TO ESTABLISH A LAND USE PLANNING FRAMEWORK FOR APPLICATION OF THE GOALS, POLICIES, AND PROPOSALS OF THE McMINNVILLE COMPREHENSIVE PLAN.

URBAN GROWTH BOUNDARY
Policies:

APPLICANT'S RESPONSE: Policies 181.00 – 182.50 do not apply because the application is not to expand the Urban Growth Boundary.

GENERAL DEVELOPMENT PATTERN
Policies:

183.00 The City of McMinnville, with the cooperation of Yamhill County, shall establish three categories of lands within the Urban Growth Boundary. Future urbanizable lands are those lands outside the city limits, but inside the Urban Growth Boundary. These lands shall be retained in agricultural resource zones until converted to urbanizable lands by annexation to the City of McMinnville. Urbanizable lands are those lands within the city limits which are not yet developed at urban densities. Conversion of these lands to the urban classification shall involve fulfillment of the goals and policies of this plan, provision of urban services, and application of appropriate implementation ordinances and measures. Urban lands are those lands within the city limits developed at urban densities.

APPLICANT'S RESPONSE: Per the Comprehensive Plan Map the subject property is designated Residential. The Residential designated land is considered urbanizable and may be developed at urban densities. The property currently has a LDR9000 (in Yamhill County) according to City of McMinnville GIS map data to R-4 (Medium, High Density, 5000 SF Lot Residential) within the City of McMinnville. Yamhill County GIS map data has no zoning designation for the east half of the site (Figure 2). County GIS data does not identify a Comprehensive Plan designation for the subject area. Additional information in the County GIS data table indicates the zone is "city", comp plan is "city", and unzoned is "city". Conversation with city staff indicates the east half of the site has a County zoning designation of EF80 but that cannot be confirmed based on City and County GIS mapping data. The Applicant is requesting the R-4 zone within the city.

184.00 The City of McMinnville shall establish a Comprehensive Plan Map designating allowed land uses within the McMinnville Urban Growth Boundary. Land uses allowed under the specific designations shall be set in Volume I of the McMinnville Comprehensive Plan, Chapter IX.

APPLICANT'S RESPONSE: Per the Comprehensive Plan Map the subject property is designated Residential.

184.50 The City shall establish the following Comprehensive Plan Map Designations, which will relate to the zoning map, as follows. The zoning map classifications are identified in the zoning ordinance.

Residential – This designation covers all the zoning designations from R-1 through R-5, and any additional zones that may be created for residential uses.
[...]

APPLICANT'S RESPONSE: Per the Comprehensive Plan Map the subject property is designated Residential.

LAND USE DEVELOPMENT TOOLS

APPLICANT'S RESPONSE: Policies 185.00 – 186.00 do not apply because an Urban Growth Boundary has already been established and the site is not in a planned development overlay.

187.00 The City of McMinnville shall adopt additional implementation ordinances and measures to carry out the goals and policies of the McMinnville Comprehensive Plan. These shall include, but not be limited to, the Zoning Ordinance and Map, Annexation Ordinance, and Mobile Home Development Ordinance.

APPLICANT'S RESPONSE: The City of McMinnville has an adopted Zoning Ordinance and Annexation regulations in the Municipal Code.

GREAT NEIGHBORHOOD PRINCIPLES
Policies:

187.10 The City of McMinnville shall establish Great Neighborhood Principles to guide the land use patterns, design, and development of the places that McMinnville citizens live, work, and play. The Great Neighborhood Principles will ensure that all developed places include characteristics and elements that create a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood with enduring value, whether that place is a completely new development or a redevelopment or infill project within an existing built area.

APPLICANT'S RESPONSE: The City if McMinnville established the Great Neighborhood Principals in 2019 to guide the land use patterns, design, and development of the places that McMinnville citizens live, work, and play. The principles are supported by the McMinnville Zoning Ordinance (incorporated by reference), and more specifically by the standards in MMC 17.11, 17.21, 17.57, 17.60, 17.61, 17.72 and 17.74 (incorporated by reference). The proposed Zone Change ensures that the site when developed creates a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood with enduring value by bringing multi-family dwellings into a neighborhood area that is predominantly detached single-family dwellings. The Conceptual Site Plan (Exhibit 4) indicates how the Zone Change would set the stage for a multi-family development that would be livable by its design in accordance with MMC Title 17.

187.20 The Great Neighborhood Principles shall encompass a wide range of characteristics and elements, but those characteristics and elements will not function independently. The Great Neighborhood Principles shall be applied together as an integrated and assembled approach to neighborhood design and development to create a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood, and to create a neighborhood that supports today's technology and infrastructure, and can accommodate future technology and infrastructure.

APPLICANT'S RESPONSE: The proposed Zone Change responds to 187.10 – 187.50 balancing the five policies together to address neighborhood design to create livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood. Infrastructure can be accessed from NE McDonald Lane.

187.30 The Great Neighborhood Principles shall be applied in all areas of the city to ensure equitable access to a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood for all McMinnville citizens.

APPLICANT'S RESPONSE: The neighborhood as defined for the Zone Change is described in two geographies. The Immediate Neighborhood Area is the area bounded by NE Burnett Road and NE Grandhaven Street on the south, the Urban Growth Boundary (UGB) on the west and north, and NE Newby Street on the east. Within this geography lands are zoned R-1, R-2, R-3, R-4, and F-P. There are also unincorporated areas that have not been annexed into the city limits. Exhibit 14 shows the boundary of the Immediate Neighborhood Area. To the north and northwest of the subject site the area is zoned R-4 and developed with Autumn Ridge Subdivision Phase 1 - 3, The Bungalows at Chegwyn Village 1 - 3, The Cottages at Chegwyn Village 1 - 2, and individual dwellings on existing lots or on partitioned lots. To the northeast and east is Grandhaven Elementary school and undeveloped school district property that is zoned R-2. Immediately south of the subject site the area is zoned R-3 and developed with Maloney First Addition Subdivision. To the southwest and west of the subject site the area is zoned R-2, R-3 and R-1 and developed with Witt Addition Subdivision and Heather Manor manufactured home park.

The Larger Neighborhood Area is bounded on the south by Highway 99W, to the east by the UGB, the north by the UGB and the west by NE Baker Street, Baker Creek Road and the UGB (Exhibit 13). The zoning and development pattern in the larger neighborhood consists

of R-1, R-2, R-3, R-4, C-3 and F-P. There are also unincorporated areas that have not been annexed to the city limits. The larger neighborhood area is predominantly developed except for areas outside of the city limits but within the UGB. There are some infill development opportunities as well.

As noted above, the Immediate Neighborhood Area and Larger Neighborhood Area are part of the broader McMinnville area and the Great Neighborhood Principles apply to ensure equitable access to a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood for all McMinnville citizens and not for the exclusion of certain development types.

187.40 The Great Neighborhood Principles shall guide long range planning efforts including, but not limited to, master plans, small area plans, and annexation requests. The Great Neighborhood Principles shall also guide applicable current land use and development applications.

APPLICANT'S RESPONSE: The proposed Zone Change is not a master plan or small area plan. The Zone Change does have a parallel Annexation application that is being processed by the City. Following the Zone Change and annexation of the subject site to the city limits development of the site will require a development application responding to the McMinnville Zoning Ordinance (incorporated by reference), and more specifically by the standards in MMC 17.11, 17.21, 17.57, 17.60, 17.61, 17.72 and 17.74. Per the City's Zone Change process one of the identified residential zones can be applied to the subject property. The R-4 zone has been requested, which is the same as the zoning for the residential area to the north and northwest of the subject site as shown on Exhibit 14.

187.50 The McMinnville Great Neighborhood Principles are provided below. Each Great Neighborhood Principle is identified by number below (numbers 1 – 13), and is followed by more specific direction on how to achieve each individual principle.

1. Natural Feature Preservation. Great Neighborhoods are sensitive to the natural conditions and features of the land.

a. Neighborhoods shall be designed to preserve significant natural features including, but not limited to, watercourses, sensitive lands, steep slopes, wetlands, wooded areas, and landmark trees.

APPLICANT'S RESPONSE: The subject site does not have designated watercourses, sensitive lands, steep slopes, wetlands, wooded areas or landmark trees. The Immediate Neighborhood Area to the north, east and south are developed with residential dwellings and an elementary school. The land to the west is developed with Chegwyn Farm Neighborhood Park. Within the described Immediate Neighborhood Area noted above there are watercourses, steep slopes, wetlands and wooded areas. These natural features are located in the general area of NE Baker Street/NW Baker Road and the associated drainage of Baker Creek. These features are not abutting the subject site and are approximately 1,453 feet or more away from the subject site.

2. Scenic Views. Great Neighborhoods preserve scenic views in areas that everyone can access.

a. Public and private open spaces and streets shall be located and oriented to capture and preserve scenic views, including, but not limited to, views of significant natural features, landscapes, vistas, skylines, and other important features.

APPLICANT'S RESPONSE: Chegwyn Farm Neighborhood Park is located to the immediate west side of the subject site and is a public park. Existing development within the Immediate Neighborhood Area has streets that are oriented north/south or east/west. There are no city listed scenic corridors. Based on the orientation of dwellings their views are either to abutting development property or public streets. Dwellings along NE McDonald Lane have views to the elementary school, or if north of the site to undeveloped land owned by the McMinnville School District. Some residential dwellings have views to Chegwyn Farm Neighborhood Park from their backyards. There are no identified significant natural areas adjacent to the subject site. On the western edge of the Immediate Neighborhood Area along NE Baker Street/NW Baker Road there is the Baker Creek drainage with flood plan, open spaces and wetlands but is more than 1,453 feet west of the subject property.

3. Parks and Open Spaces. Great Neighborhoods have open and recreational spaces to walk, play, gather, and commune as a neighborhood.

a. Parks, trails, and open spaces shall be provided at a size and scale that is variable based on the size of the proposed development and the number of dwelling units.

b. Central parks and plazas shall be used to create public gathering spaces where appropriate.

c. Neighborhood and community parks shall be developed in appropriate locations consistent with the policies in the Parks Master Plan.

APPLICANT'S RESPONSE: The developed Chegwyn Farm Neighborhood Park is located to the immediate west side of the subject site and is a public park within the described Immediate Neighborhood Area. Rotary Nature Preserve at Tice Woods is located to the west, outside of the lager described neighborhood area on NE Baker Street.
The subject site location is outside of the central park area noted in the McMinnville Parks, Recreation and Open Space Plan - 2024 (incorporated by reference) as noted on Map 5-1.

Review of the McMinnville Parks, Recreation and Open Space Plan - 2024 plan does not identify additional future park land within the Immediate Neighborhood Area or Larger Neighborhood Area described above as noted on Map 5-1.

4. Pedestrian Friendly. Great Neighborhoods are pedestrian friendly for people of all ages and abilities.

a. Neighborhoods shall include a pedestrian network that provides for a safe and enjoyable pedestrian experience, and that encourages walking for a variety of reasons including, but not limited to, health, transportation, recreation, and social interaction.

b. Pedestrian connections shall be provided to commercial areas, schools, community facilities, parks, trails, and open spaces, and shall also be provided between streets that are disconnected (such as cul-de-sacs or blocks with lengths greater than 400 feet).

APPLICANT'S RESPONSE: The proposed Zone Change incorporates connections to an existing pedestrian network. In the Immediate Neighborhood Area, the existing developments have provided sidewalks. With development of the subject site a missing segment of public sidewalk would be added on the west side of NE McDonald Lane filling in a gap in the pedestrian system. Additionally, per the Annexation Agreement (Resolution No. 2025-51) an easement would be provided to connect NE McDonald Lane to Chegwyn Farm Neighborhood Park with a 10-foot-wide path. This path would connect to a pedestrian crossing of NE McDonald Lane to connect with Grandhaven Elementary School. Chegwyn Farms Neighborhood Park has internal pathways.

Pedestrian connections are provided on NE McDonald Lane to the commercial areas located on Highway 99W. A pedestrian crossing is required by Resolution No. 2025-51 that would connect the subject site to Grandhaven Elementary School. An easement would be provided to connect NE McDonald Lane to Chegwyn Farms Neighborhood Park with a 10-foot-wide path. A pedestrian connection would be provided on NE Maloney Drive to the easement with the 10-foot path for connectivity.

Within the Immediate Neighborhood Area it has pedestrian connectivity and this connectivity extends to the Larger Neighborhood Area. The pedestrian system furthers the system identified in the City of McMinnville Transportation System Plan – 2010 (incorporated by reference).

5. Bike Friendly. Great Neighborhoods are bike friendly for people of all ages and abilities.

a. Neighborhoods shall include a bike network that provides for a safe and enjoyable biking experience, and that encourages an increased use of bikes by people of all abilities for a variety of reasons, including, but not limited to, health, transportation, and recreation.

b. Bike connections shall be provided to commercial areas, schools, community facilities, parks, trails, and open spaces.

APPLICANT'S RESPONSE: The proposed Zone Change furthers the bicycle system in the Immediate Neighborhood and Larger Neighborhood Area. Within the Immediate Neighborhood Area, the bike system occurs as shared with the streets. In the City of McMinnville Transportation System Plan – 2010 (incorporated by refence) Grandhaven

Street and NE Burnett Road are identified as sharrow streets. In the Larger Neighborhood Area, the City of McMinnville Transportation System Plan – 2010 identifies Grandhaven Street and NE Burnett Road as sharrow streets, NE 27th Street as having sharrows, NE McDonald Lan south of Grandhaven Street with sharrows, and NE Evans Street south of NE 27th Street has having sharrows. NE Baker Street is identified as a Complete Street.

Bike connections to commercial areas are identified as a sharrow system on NE McDonald Lane.

Overall, the Immediate Neighborhood Area and Larger Neighborhood Area have a planned bike friendly system. Improvement of the subject property frontage for NE McDonald Lane will enhance the overall bike friendly system.

> *6. Connected Streets. Great Neighborhoods have interconnected streets that provide safe travel route options, increased connectivity between places and destinations, and easy pedestrian and bike use.*
>
> > *a. Streets shall be designed to function and connect with the surrounding built environment and the existing and future street network, and shall incorporate human scale elements including, but not limited to, Complete Streets features as defined in the Comprehensive Plan, grid street networks, neighborhood traffic management techniques, traffic calming, and safety enhancements.*
> >
> > *b. Streets shall be designed to encourage more bicycle, pedestrian and transit mobility with a goal of less reliance on vehicular mobility.*

APPLICANT'S RESPONSE: NE McDonald Lane is classified as a Minor Collector street. The west side on NE McDonald Lane will be improved by widening the street and will have a sidewalk, planter strip, street trees and street lighting. NE Maloney Drive will not be extended and remain as a dead-end street with pedestrian connections to the new east/west pedestrian path. These improvements will connect to the existing street network within the Immediate Neighborhood and Larger Neighborhood Areas providing an integrated system. A mid-bock pedestrian crossing will be constructed as required by Resolution No. 2025-51 to provide pedestrian crossing safety to Grandhaven Elementary School. The City of McMinnville Transportation System Plan – 2010 (incorporated by reference) identifies the functional classification of all McMinnville streets.

NE McDonald Lane will be a shared roadway for bikes with vehicles as identified in the Transportation System Plan (incorporated by reference).

> *7. Accessibility. Great Neighborhoods are designed to be accessible and allow for ease of use for people of all ages and abilities.*
>
> > *a. To the best extent possible all features within a neighborhood shall be designed to be accessible and feature elements and principles of Universal Design.*

b. Design practices should strive for best practices and not minimum practices.

APPLICANT'S RESPONSE: The proposed Zone Change integrates the subject site into the overall accessibility of both the Immediate Neighborhood Area and the Larger Neighborhood Area. NE McDonald Lane will be improved by development of the multi-family project with a widened street, allows bicycles, incorporates a new sidewalk, provides a new pedestrian connection between NE McDonald Land and Chegwyn Farm Neighborhood Park, and would provide a mid-block pedestrian crossing to Grandhaven Elementary School, which all improvements will need to meet accessibility requirements.

The design of required improvements both on-site and off-site will comply with best design practices and will be reviewed by the City of McMinnville. The improvements will enhance Immediate Neighborhood Area and the Larger Neighborhood Area.

8. Human Scale Design. Great Neighborhoods have buildings and spaces that are designed to be comfortable at a human scale and that foster human interaction within the built environment.

a. The size, form, and proportionality of development is designed to function and be balanced with the existing built environment.

b. Buildings include design elements that promote inclusion and interaction with the right-of-way and public spaces, including, but not limited to, building orientation towards the street or a public space and placement of vehicle oriented uses in less prominent locations.

c. Public spaces include design elements that promote comfortability and ease of use at a human scale, including, but not limited to, street trees, landscaping, lighted public areas, and principles of Crime Prevention through Environmental Design (CPTED).

APPLICANT'S RESPONSE: The proposed Zone Change site is requesting the R-4 zone which would allow multi-family development. Within the Immediate Neighborhood Area, the size, form, and proportionality of development is predominantly 1 and 2-story single-family dwellings with the addition of Grandhaven Elementary School with a portion extending above one-story. Within the Larger Neighborhood Area, the existing residential development consists of 1 and 2-story single-family dwellings, 1, 2 and 3-story apartment and senior living facilities and 1 – 2 story commercial buildings along Highway 99W. Multi-story apartments and senior living facilities in the Larger Neighborhood Area are adjacent to existing 1 and 2-story single family dwellings. Examples of locations are on NE Baker Street and NE 27th Street.

The Conceptual Site Plan for the subject site begins to identify some of the design elements. Buildings are pulled up to NE McDonald Lane while meeting setback

requirements. Buildings are also oriented to Chegwyn Farm Neighborhood Park. Parking is located interior to the site to diminish its visual appearance.
The conceptual design of the multi-family development is at a human scale with 3-story walk up units, balconies, building articulation, street trees along NE McDonald Lane, landscaping and open space with the site, and lighted public areas within the site. The final design would be reviewed by the City for compliance with requirements in MMC Title 17 (incorporated by reference).

The overall design concept as is relates to MMC Title 17 requirements is in alignment to create a human scale design to advance the Great Neighborhood Principles.

> *9. Mix of Activities. Great Neighborhoods provide easy and convenient access to many of the destinations, activities, and local services that residents use on a daily basis.*
>
> > *a. Neighborhood destinations including, but not limited to, neighborhood serving commercial uses, schools, parks, and other community services, shall be provided in locations that are easily accessible to surrounding residential uses.*
> >
> > *b. Neighborhood-serving commercial uses are integrated into the built environment at a scale that is appropriate with the surrounding area.*
> >
> > *c. Neighborhoods are designed such that owning a vehicle can be optional.*

APPLICANT'S RESPONSE: The Zone Change application as it relates to the Immediate Neighborhood Area is directly across the street from Grandhaven Elementary School which will allow students a short walk for educational activities and not require vehicular travel. The subject site is immediately adjacent to Chegwyn Farm Neighborhood Park providing access for the developments residents by walking with no vehicular travel. Commercial services are accessible by NE McDonald Lane for activities along Highway 99W which is ½ mile to the south of the subject site.

Existing commercial services are provided within the Larger Neighborhood Area along Highway 99W to the south of the subject site. There are no commercial services within the Immediate Neighborhood Area.

The proposed Zone Change would provide the opportunity to have residential development that is within walking distance to an elementary school, neighborhood park and commercial services, reducing the need for a vehicle for shorter daily needs. The proposal would be in alignment with and builds on other R-4 zoned lands, and those that are developed as multi-family in the Larger Neighborhood Area for a mix of activities.

> *10. Urban-Rural Interface. Great Neighborhoods complement adjacent rural areas and transition between urban and rural uses.*

a. Buffers or transitions in the scale of uses, buildings, or lots shall be provided on urban lands adjacent to rural lands to ensure compatibility.

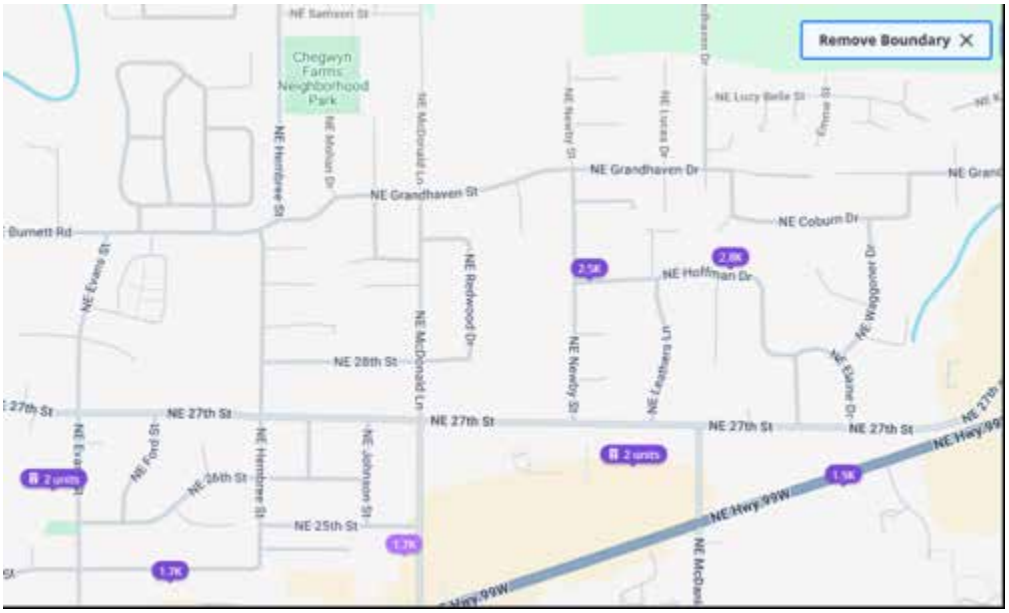
APPLICANT'S RESPONSE: The subject site is not adjacent to a rural area. Existing development within the Immediate Neighborhood Area abuts rural areas to the north outside of the UGB and to the west outside the UGB. There are existing transitions that occur at the northern and western edges of the Immediate Neighborhood Area. The Larger Neighborhood Area has existing transitions to rural areas that are outside the UGB.

11. Housing for Diverse Incomes and Generations. Great Neighborhoods provide housing opportunities for people and families with a wide range of incomes, and for people and families in all stages of life.

a. A range of housing forms and types shall be provided and integrated into neighborhoods to provide for housing choice at different income levels and for different generations.

APPLICANT'S RESPONSE: The proposed Zone Change would provide for a multi-family housing development at market rates. The Immediate Neighborhood Area is a mix of residential development within the R-1, R-2, R-3 and R-4 zones. Based on the development type there is a mix of housing forms and types for different income levels. The McMinnville Parks, Recreation and Open Space Plan – 2024 has data that shows income levels (Figure 4-2) indicating within the Immediate Neighborhood Area incomes range from $81,000 - $109,000. Within the Larger Neighborhood Area, the incomes levels range from $33,716 to $109,000.

Zillow was used to identify active rental listings and evaluate price ranges in the area surrounding of the proposed project. Zillow's map indicates that within a one-mile radius of the site, only nine rental listings are currently available. These consist of two single-family homes, two duplex units, and five apartment units. Advertised rents range from $1,475+ to $2,790 per month. Notably, there are no rental listings at all within a quarter-mile of the property, highlighting the scarcity of nearby rental options.



Zillow Rental listings					
Type	Bd	Bth	sqft	Rent	Distance
Home	4	3	1,758	$2,790	0.4 miles
Home	3	2	1,300	$2,500	0.4 miles
Duplex	3	1	1,000	$1,900	0.9 miles
Apartment	2	1	865	$1,785	0.6 miles
Apartment	2	2	1,000	$1,700	0.5 miles
Duplex	2	1	944	$1,695	0.9 miles
Apartment	2	1	865	$1,675	0.6 miles
Apartment	2	1	942	$1,590+	0.8 miles
Apartment	1	1	704	$1,475+	0.8 miles

The two closest available rentals are single-family homes located nearly half a mile from the site, priced at $2,500 and $2,700 per month. This aligns with the housing stock in the immediate neighborhood, which is predominantly composed of owner-occupied single-family homes. Zillow's estimated rental values for surrounding properties range from $2,300 to $3,000 per month (see below), further underscoring the high cost barrier for renters who wish to live near the park and school.

You must look nearly a full mile away to find a rental unit priced under $2,000 per month.

The proposed Parkview Apartment Living development would introduce 75 new rentals priced at or well below $2,000 per month. This represents a meaningful increase in

accessible housing options and would broaden the resident pool that can enjoy proximity to the park and elementary school.

Park View Apartments Estimates			
Bd	Bth	sqft	Rent
1	1	750	$1,450
2	2	950	$1,750
3	2	1,100	$2,000

Typical rental qualification standards require applicants to earn approximately 2.5 to 3.0 times the monthly rent in gross income. Income data presented above indicates the following:

- Immediate Neighborhood Area: $81,000–$109,000 annual income
- Larger Neighborhood Area: $33,716–$109,000 annual income

Given current rental pricing near the site, a household would need at least $75,000—and more realistically around $90,000—per year to rent in the Immediate Neighborhood Area. In contrast, Parkview Apartment Living's estimated rents would allow an individual or household earning approximately $43,500 per year (representative of incomes in the Larger Neighborhood Area) to live in this neighborhood.

The proposed development would introduce a much-needed housing option for families and individuals who are priced out of purchasing a detached single-family home, based on income levels typical within the Larger Neighborhood Area. By adding rental opportunities in a part of McMinnville where they are currently scarce, the project directly enhances local housing affordability. Its introduction would not only meet significant unmet rental demand but also strengthen economic and social diversity within the community.

12.Housing Variety. Great Neighborhoods have a variety of building forms and architectural variety to avoid monoculture design.

a. Neighborhoods shall have several different housing types.

b. Similar housing types, when immediately adjacent to one another, shall provide variety in building form and design.

APPLICANT'S RESPONSE: The Immediate Neighborhood is a mix of detached single-family dwellings at varying densities. The Larger Neighborhood Area is a mix of detached single-family dwellings and multi-family dwellings at varying densities. Designation of the subject site as R-4 for a multi-family dwelling project within the Immediate Neighborhood Area will integrate a new housing type. The Zone Change would build upon the multi-family development type that exists within the Lager Neighborhood Area creating a mix of different housing types.

Within the Immediate Neighborhood Area, the housing types that are similar provide a variety of building form and design. Within the Larger Neighborhood Area, the housing types that are similar provide a variety of building form and design.

13. Unique and Integrated Design Elements. Great Neighborhoods have unique features, designs, and focal points to create neighborhood character and identity. Neighborhoods shall be encouraged to have:

a. Environmentally friendly construction techniques, green infrastructure systems, and energy efficiency incorporated into the built environment.

b. Opportunities for public art provided in private and public spaces.

c. Neighborhood elements and features including, but not limited to, signs, benches, park shelters, street lights, bike racks, banners, landscaping, paved surfaces, and fences, with a consistent and integrated design that are unique to and define the neighborhood.

APPLICANT'S RESPONSE: The property subject to the requested Zone Change will be constructed to current land use and building code requirements that address energy efficiency.

The proposed development does not have art integrated into the design.

The proposed Zone Change and development of a multi-family project would provide bike racks, landscaping, off-street paved parking, streetlights, fencing and other required design elements in conformance with Resolution No. 2025-51 and MMC Title 17 requirements. The site improvements would enhance the Immediate Neighborhood Area and Larger Neighborhood Area elements and features.

UGB EXPANSION AREA PLANNING PROCESS

APPLICANT'S RESPONSE: Policies 187.60.00 - 187.610 do not apply because the proposed application is not to expand the Urban Growth Boundary.

FRAMEWORK PLANS

APPLICANT'S RESPONSE: Policies 187.70.00 – 187.70.30 do not apply because the proposed application is not to expand the Urban Growth Boundary

AREA PLANNING

APPLICANT'S RESPONSE: Policies 187.80.00 – 187.80.30 do not apply because the proposed application is not to expand the Urban Growth Boundary.

MASTER PLANNING

APPLICANT'S RESPONSE: Policies 187.90.00 – 187.90.40 do not apply because the proposed application is not to create a Master Plan for an area greater than 10 acres in size.

NEIGHBORHOOD ACTIVITY CENTERS

Goal: *NEIGHBORHOOD ACTIVITY CENTERS PROVIDE SHOPPING, SERVICES, RECREATION, HIGH-DENSITY HOUSING, OFFICE AND INSTITUTIONAL FACILITIES NEEDED TO SUPPORT A SURROUNDING NEIGHBORHOOD OR URBAN AREA.*

Policies:

APPLICANT'S RESPONSE: Policies 187.95.00 – 187.95.02 do not apply because the development concept is not for a neighborhood activity center.

Neighborhood Activity Center Locational Criteria Policies:

APPLICANT'S RESPONSE: Policies 187.95.03 – 187.95.04 do not apply.

Neighborhood Activity Center Site Area and Development Size and Intensity

APPLICANT'S RESPONSE: Policies 187.95.05 – 187.95.07 do not apply.

FINDING (CHAPTER IX URBANIZATION): SATISFIED.

- **URBAN GROWTH BOUNDARY POLICIES 181.00-182.50:** These policies apply to UGB expansions and are not applicable to the proposed rezone.

- **GENERAL DEVELOPMENT PATTERN POLICIES 183.00-184.50:** The proposed R-4 zoning is consistent with the Residential Comprehensive Plan map designation. Policy 183.00 provides, "Conversion of these [urbanizable] lands to the urban classification shall involve fulfillment of the goals and policies of this plan, provision of urban services, and application of appropriate implementation ordinances and measures. Urban lands are those lands within the city limits developed at urban densities." These findings demonstrate consistency with the comprehensive Plan, ability to provide urban services, and application of appropriate implementation measures, some of which are not criteria for the rezone and will be applied at the time of development review.

- **LAND USE DEVELOPMENT TOOLS POLICIES 185.00-187.00:** Policies 185.00 and 186.00 are not criteria for the proposed rezone. The proposed annexation, annexation agreement, and rezone are consistent with the implementation ordinances as needed to carry out the Comprehensive Plan as provided in Policy 187.00.

- **GREAT NEIGHBORHOOD PRINCIPLES POLICIES 187.10-197.50:** The Great Neighborhood Principles generally apply to proposed development rather than. a rezone. The applicant has demonstrated the rezone would allow for use and development consistent with the Great Neighborhood Principles.

- **UGB EXPANSION AREA PLANNING PROCESS POLICIES 187.60.00-187.60.10:** These policies apply to UGB expansions. They are not criteria for the proposed rezone.

- **FRAMEWORK PLANS POLICIES 187.70.00-187.70.30:** These policies apply to land within the UGB expansion areas, and do not include the subject property. **T**hey do not provide criteria for the proposed rezone.

- **AREA PLANNING POLICIES 187.80.00-187.80.30:** These policies apply to urbanizable lands within the UGB that have an "Urban Holding" (UH) Comprehensive Plan designation and therefore do not apply to the proposed rezone.

- **MASTER PLANNING POLICIES 187.90.00-187.90.40:** Master Plans apply to areas subject to adopted Area Plans and are required for lands greater than 10 acres. Lands less than 10 acres on size may be annexed without the completion of a master planning process, but must still be consistent with the requirements of the Comprehensive Plan and Zoning Ordinance.

- **NEIGHBORHOOD ACTIVITY CENTERS POLICIES 187.95.00-187.95.07:** The subject property is identified on the Comprehensive Plan map as Residential, and no Neighborhood Activity Center designation is proposed. These policies do not apply to the proposed rezone to R-4.

CHAPTER X CITIZEN INVOLVEMENT AND PLAN AMENDMENT

GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE.

GOAL X 2: TO MAKE EVERY EFFORT TO ENGAGE AND INCLUDE A BROAD CROSS SECTION OF THE COMMUNITY BY MAINTAINING AN ACTIVE AND OPEN CITIZEN INVOLVEMENT PROGRAM THAT IS ACCESSIBLE TO ALL MEMBERS OF THE COMMUNITY AND ENGAGES THE COMMUNITY DURING DEVELOPMENT AND IMPLEMENTATION OF LAND USE POLICIES AND CODES.

GOAL X 3: TO PERIODICALLY REVIEW AND AMEND THE McMINNVILLE COMPREHENSIVE PLAN TO REFLECT CHANGES IN COMMUNITY CIRCUMSTANCES, IN CITIZEN DESIRES, AND IN THE STATEWIDE GOALS.

Policies:

APPLICANT'S RESPONSE: Policies 189.00 – 196.00 do not apply because the application is not to amend the Comprehensive Plan, the Committee for Citizen Involvement is a City function along with advisory positions and youth positions, making technical information available to citizens is a city function, and allocating human, financial and is a city function.

Policy:
188.00 *The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.*

APPLICANT'S RESPONSE: A Neighborhood Meeting was conducted on November 25, 2025, to allow for public input. Additional public input opportunities are provided through Planning Commission and City Council public hearings.

FINDING (CHAPTER X CITIZEN INVOLVEMENT AND PLAN AMENDMENT): SATISFIED.

POLICIES 188.00-196.00. This is an applicant-initiated zone change, and is subject to the public hearing procedures for a quasi-judicial zone change as provided in the Zoning Ordinance, and consistent with state law. The procedures provide for the additional action of holding a neighborhood meeting in advance of submitting an application. Several of these policies address citizen involvement for other types of planning actions and the powers of the Committee for Citizen Involvement and are not applicable criteria for the proposed zone change or procedures for processing a quasi-judicial zone change application.

State Law

Oregon Statewide Planning Goals and Associated Administrative Rules

*(**NOTE:** Summaries of Goals below are provided by applicant).*

Goal 1:Citizen Involvement

Summary: Goal 1 calls for "the opportunity for citizens to be involved in all phases of the planning process." It requires each city and county to have a citizen involvement program containing six components specified in the goal. It also requires local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

APPLICANT'S RESPONSE: The requested land use action is to change the Zoning designation for the site from LDR9000 (in Yamhill County) according to City of McMinnville GIS map data to R-4 (Medium, High Density, 5000 SF Lot Residential) within the City of McMinnville. Yamhill County GIS map data has no zoning designation for the east half of the site (Figure 2). County GIS data does not identify a Comprehensive Plan designation for the subject area. Additional information in the County GIS data table indicates the zone

is “city”, comp plan is “city”, and unzoned is “city”. Conversation with city staff indicates the east half of the site has a County zoning designation of EF80 but that cannot be confirmed based on City and County GIS mapping data. The Applicant is requesting the R-4 zone within the city. As required, citizens will have the opportunity to comment on the proposed Zone Change at public hearings before the Planning Commission and review or public hearing before the City Council.

Goal 2: Land Use Planning

Summary: Goal 2 outlines the basic procedures of Oregon's statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable "implementation ordinances" to put the plan's policies into effect must be adopted. It requires that plans be based on "factual information"; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed. Goal 2 also contains standards for taking exceptions to statewide goals. An exception may be taken when a statewide goal cannot or should not be applied to a particular area or situation.

APPLICANT’S RESPONSE: As discussed throughout this Applicant’s Narrative, the subject site is included in McMinnville’s UGB and is designated Residential in the Comprehensive Plan. The subject site was selected for inclusion in the city limits is based on a number of locational factors including its access to the local street system, the ability to provide orderly and economic provision of public facilities and services, and compatibility with adjacent residential uses.

As discussed above, the proposed Zone Change will help meet the City’s identified housing needs. The proposed zone change to R-4 is consistent with existing R-4 designations to the north of the site. As required, the Applicant’s Narrative addresses how the proposed Zone Change meets applicable goals and policies of the City of McMinnville Comprehensive Plan. This proposal does not require an exception to any Statewide Planning Goals.

Goal 3: Agricultural Lands

Summary: Goal 3 defines "agricultural lands." It then requires counties to inventory such lands and to "preserve and maintain" them through farm zoning. Details on the uses allowed in farm zones are found in ORS Chapter 215 and in Oregon Administrative Rules, Chapter 660, Division 33.

APPLICANT’S RESPONSE: The subject site is currently located within the City of McMinnville Urban Growth Boundary. The parcel is currently under Yamhill County jurisdiction and is zoned “City”. The subject property is not being used for agricultural activities. The Goal is not applicable.

Goal 4: Forest Lands

Summary: This goal defines forest lands and requires counties to inventory them and adopt policies and ordinances that will "conserve forest lands for forest uses."

APPLICANT'S RESPONSE: The subject property is not designated forest lands and does not have an active forest operation. The Goal is not applicable.

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources

Summary: Goal 5 covers more than a dozen natural and cultural resources such as wildlife habitats and wetlands. It establishes a process for each resource to be inventoried and evaluated. If a resource or site is found to be significant, a local government has three policy choices: preserve the resource, allow proposed uses that conflict with it, or strike some sort of a balance between the resource and the uses that would conflict with it.

APPLICANT'S RESPONSE: The subject site does not contain any designated open spaces, scenic, or historic areas.

Goal 6: Air, Water and Land Resources Quality

Summary: This goal requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater pollution.

APPLICANT'S RESPONSE: If the proposed zoning designation is approved, specific site development plans will be submitted for building permit review. The permitting process will ensure compliance with local, state, and federal air, water, and land resource quality standards.

Goal 7: Areas Subject To Natural Disasters and Hazards

Summary: Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply "appropriate safeguards" (floodplain zoning, for example) when planning for development there.

APPLICANT'S RESPONSE: No natural hazard areas have been identified on the subject property that would be required to respond to applicable regulations.

Goal 8: Recreation Needs

Summary: This goal calls for each community to evaluate its areas and facilities for recreation and develop plans to deal with the projected demand for them. It also sets forth detailed standards for expedited siting of destination resorts.

APPLICANT'S RESPONSE: The McMinnville Parks and Recreation Plan (2024) does not identify park facilities on the subject site. Chegwyn Farm Neighborhood Park is located immediately adjacent to the subject property to the west.

Goal 9: Economic Development

Summary: Goal 9 calls for diversification and improvement of the economy. It asks communities to inventory commercial and industrial lands, project future needs for such lands, and plan and zone enough land to meet those needs.

APPLICANT'S RESPONSE: The 2.86 acre (net) subject site is currently designated Residential on the City's Comprehensive Plan Map. Currently the subject property is located within the UGB and outside the city limits of McMinnville. Since this proposal does not involve existing commercial or industrial lands, the proposed Zone Change is consistent with Goal 9.

Goal 10: Housing

Summary: This goal specifies that each city must plan for and accommodate needed housing types, such as multifamily and manufactured housing. It requires each city to inventory its buildable residential lands, project future needs for such lands, and plan and zone enough buildable land to meet those needs. It also prohibits local plans from discriminating against needed housing types.

APPLICANT'S RESPONSE: The City's Land Needs Analysis (May 2001) base line forecast indicates that single-family and multi-family needs as 5,384 (Table 5-14) new dwelling units between 2000 and 2020. The demand for multi-family units is 1,209 (Table 5-15) in the period of 2000 – 2020. The Alternative Forecast indicates multi-family at 1,346 units (Table 5-24 & 5-26) in the period 2000 – 2020. The Alternative Forecast land need for R-4 is identified as 55 acres in the period 2000 – 2020. Table 5-29 identifies a land need of 778 units on 55 acres in the period 2000 – 2020. Table 6-2 identifies a dwelling unit need in R-4 of 588 units. Overall the City at the time had a deficiency of 63.9 gross acres and 55.1 net acres of R-4 zoned land in the period 2000 – 2020.

The City of McMinnville Housing Needs Analysis (November 2023), which is under appeal. Figure 81 provide information on the historical density and mix from 200 – 2018. For Multi-family in the R-4 zone the unit mix is 37% and a net density of 19.1. The analysis further indicates that over the 20 year period based on population growth there will be a need for 4,657 new dwelling units. The recommended mix of units includes 33% to be multi-family. Infill development such as being proposed by the zone change indicates a need for 335 multi-family units and vacant or partially vacant land of 1,202 units (Exhibit 87 & 88). Exhibit 89 indicates a need for 375 multi-family units between 2021 – 2026, 760 multi-family units between 2021 – 2031, 1,537 multi-family units between 2021 – 2041, and 3,626 multi-family units between 2021 – 2067. Finally, the analysis indicates a deficit of 1,101 dwelling units for the period of 2021 – 2041 (Exhibit 101).

Both analyses indicate a deficit of multi-family housing in McMinnville. The proposed zone change will assist in addressing the deficiency. Therefore, the Zone Map Amendment of the subject site is essential when addressing the public need for additional housing.

Goal 11: Public Facilities and Services

Summary: Goal 11 calls for efficient planning of public services such as sewers, water, law enforcement, and fire protection. The goal's central concept is that public services should to be planned in accordance with a community's needs and capacities rather than be forced to respond to development as it occurs.

APPLICANT'S RESPONSE: The needed public utilities are located in the vicinity of the site and can be extended or connected to when the subject property is developed. An existing 8" sanitary sewer line is located in NE McDonald Lane (Exhibit 10).

A public storm line storm is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends east through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property. There is a 12" storm line in NE Hembree Street (Exhibit 12).

Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

Electrical and communication services can be provided by connecting to existing lines. With annexation of the property, the subject site will also have access to City fire and police services. Therefore, the proposed map amendment complies with Goal 11.

Goal 12: Transportation

Summary: The goal aims to provide "a safe, convenient and economic transportation system." It asks for communities to address the needs of the "transportation disadvantaged."

OAR 660-012-0060. Transportation Planning Rule, Plan and Land Use Regulation Amendments, https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=292996

APPLICANT'S RESPONSE: The transportation system is existing along the subject property frontage and surrounding area. Improvements will need to be made at the time of development to meet City standards along the property frontage.

As part of a Zone Change OAR 660-012-0060 requires that for a zone change an evaluation must occur if the change would significantly affect an existing or planned transportation facility. Exhibit 9, Transportation Impact Analysis (TIA), includes the Transportation Planning Rule (TPR) Analysis. The reasonable worst case development scenario is the subject site going from R-1 (Low Density) to the proposed R-4 (Medium-High Density) zone designation. The analysis indicates that AM Peak Trips between R-1 and R-4 is 28 net new trips, PM Peak Trips would be 34 net new trips and Weekday Trips would be 229 net new trips. This increase is well below the OHP threshold of 400 daily trips for determination of a significant effect. The conclusion in the TIA for the TPR analysis states "It can be concluded that the proposed zone change will not have a significant impact and would cause "no further degradation" to the surrounding transportation system. No additional TPR analysis is required." Additional details of the traffic generation, impacts and mitigation are outlined in Exhibit 9.

Goal 13: Energy

Summary: Goal 13 declares that "land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles."

APPLICANT'S RESPONSE: This proposed Zone Change does not significantly affect Goal 13. A discussion of energy conservation is provided under Goal 14 below.

Goal 14: Urbanization

Summary: This goal requires cities to estimate future growth and needs for land and then plan and zone enough land to meet those needs. It calls for each city to establish an "urban growth boundary" (UGB) to "identify and separate urbanizable land from rural land." It specifies seven factors that must be considered in drawing up a UGB. It also lists four criteria to be applied when undeveloped land within a UGB is converted to an urban use.

Land Need

Establishment and change of urban growth boundaries shall be based on the following:

(1) Demonstrated need to accommodate long range urban population, consistent with a 20-year population forecast coordinated with affected local governments; and

APPLICANT'S RESPONSE: The City's Land Needs Analysis (May 2001) base line forecast indicates that single-family and multi-family needs as 5,384 (Table 5-14) new dwelling units between 2000 and 2020. The demand for multi-family units is 1,209 (Table 5-15) in the period of 2000 – 2020. The Alternative Forecast indicates multi-family at 1,346 units (Table 5-24 & 5-26) in the period 2000 – 2020. The Alternative Forecast land need for R-4 is identified as 55 acres in the period 2000 – 2020. Table 5-29 identifies a land need of 778 units on 55 acres in the period 2000 – 2020. Table 6-2 identifies a dwelling unit need in R-

4 of 588 units. Overall, the City at the time had a deficiency of 63.9 gross acres and 55.1 net acres of R-4 zoned land in the period 2000 – 2020.

The City of McMinnville Housing Needs Analysis (November 2023), which is under appeal. Figure 81 provide information on the historical density and mix from 200 – 2018. For Multi-family in the R-4 zone the unit mix is 37% and a net density of 19.1. The analysis further indicates that over the 20 year period based on population growth there will be a need for 4,657 new dwelling units. The recommended mix of units includes 33% to be multi-family. Infill development such as being proposed by the zone change indicates a need for 335 multi-family units and vacant or partially vacant land of 1,202 units (Exhibit 87 & 88). Exhibit 89 indicates a need for 375 multi-family units between 2021 – 2026, 760 multi-family units between 2021 – 2031, 1,537 multi-family units between 2021 – 2041, and 3,626 multi-family units between 2021 – 2067. Finally, the analysis indicates a deficit of 1,101 dwelling units for the period of 2021 – 2041 (Exhibit 101).

Both analyses indicate a deficit of multi-family housing in McMinnville. The proposed zone change will assist in addressing the deficiency. Therefore, the Zone Map Amendment of the subject site is essential when addressing the public need for additional housing.

(2) Demonstrated need for housing, employment opportunities, livability or uses such as public facilities, streets and roads, schools, parks or open space, or any combination of the need categories in this subsection (2).

APPLICANT'S RESPONSE: The subject property is designated as Residential on the City of McMinnville Comprehensive Plan Map. As discussed above, there is a documented need to develop additional housing to meet the needs of the projected population. The proposed zone change will help meet this need for additional housing.

Boundary Location

The location of the urban growth boundary and changes to the boundary shall be determined by evaluating alternative boundary locations consistent with ORS 197.298 and with consideration of the following factors:

(1) Efficient accommodation of identified land needs;

APPLICANT'S RESPONSE: The Applicant is not proposing changes to the existing urban growth boundary, therefore these factors do not apply.

FINDING (STATEWIDE PLANNING GOALS & ASSOCIATED ADMINSISTRATIVE RULES):

- **GOALS 1-11, 13-14: SATISFIED.** The applicant's responses sufficiently address applicable statewide planning goals 1-11, and 13-14. The proposed amendment is consistent with the City's adopted and acknowledged Comprehensive Plan Map, the locational policies for R-4 zoning, the zone change criteria, and the factual basis for the adopted plan.

Regarding Goal 10 (Housing), the City's Housing Needs Analysis (HNA) was acknowledged by LCDC by Order 26-UGB-001967 issued on May 4, 2026, and there was no appeal of that decision. Exhibits 113, 114, 115, and 116 of the HNA illustrate the need for approximately 219 – 226 new gross buildable R-4 acres needed from 2021 – 2041 to meet McMinnville's housing need.

Zone changes to R-4 zoning that have occurred since January 1, 2022 are:

- ZC 1-24: 2125 NW 2nd Street = 0.9 acre (Ordinance No. 5146)
- ZC 3–24: Monika Development, 2.93 acres (Ordinance No. 5154)
- ZC 4–24: Valley Vista, 5.8 acres (Ordinance No. 5159)
- Linfield addback: 20.48 acres (Ordinance No. 5170)
- ZC 2-25: Baker Rock, 15.77 acres (Ordinance No. 5173)

The total new R-4 acreage added to the buildable land inventory (BLI) of December 31, 2021 is 45.88 acres

- **GOALS 15-19: NOT APPLICABLE TO MCMINNVILLE**

- **GOAL 12: TRANSPORTATION. SATISFIED WITH CONDITION #2.** The applicant has conducted analysis required under OAR 660-012-0060, the portion of the "Transportation Planning Rule" with requirements for Plan and Land Use Regulation Amendments which relate to performance standards of transportation facilities, and what is required if an amendment is determined to have a significant effect on transportation facilities, considering "reasonable worst case scenarios" under current zoning and proposed zoning.

The 12th Edition ITE Trip Generation Manual and Handbook provide two methods for calculating trip generation for land use categories: use of average trip generation rates and the fitted curve method. For a small number of units, there is a significant difference in the results for Average Daily Traffic (ADT) between the two methods. The applicant's TPR analysis used the "fitted curve" methodology. The results for the two methods are provided below for the net difference in trip generation for the determination of "reasonable worst case scenario" under existing and proposed zoning assumptions per the Transportation Planning Rule.

Fitted Curve Method:

Scenario	Units	ITE Land Use (LUC)	Daily Trips
Existing Assumed R1	13	"Single Family Detached Housing" (LUC 210)"	371
Proposed R4	85	"Multifamily Housing (Low-Rise)" (LUC 220)"	600
		Net New	+229

Average Rate Method:

Scenario	Units	ITE Land Use (LUC)	Daily Trips
Existing Assumed R1	13	"Single Family Detached Housing" (LUC 210)"	118
Proposed R4	85	"Multifamily Housing (Low-Rise)" (LUC 220)"	528
		Net New	+410

The Oregon Highway Plan provides the following provision addressing OAR 660-12-0060.

> *Action 1F.5*
> *For purposes of evaluating amendments to transportation system plans, acknowledged comprehensive plans and land use regulations subject to OAR 660-12-0060, in situations where the volume to capacity ratio or alternative mobility target for a highway segment, intersection or interchange is currently above the mobility targets in Table 6 or Table 7 or those otherwise approved by the Oregon Transportation Commission, or is projected to be above the mobility targets at the planning horizon, and transportation improvements are not planned within the planning horizon to bring performance to the established target, the mobility target is to avoid further degradation. If an amendment subject to OAR 660-012-0060 increases the volume to capacity ratio further, or degrades the performance of a facility so that it does not meet an adopted mobility target at the planning horizon, it will significantly affect the facility unless it falls within the thresholds listed below for a small increase in traffic.*
>
> *In applying "avoid further degradation" for state highway facilities already operating above the mobility targets in Table 6 or Table 7 or those otherwise approved by the Oregon Transportation Commission, or facilities projected to be above the mobility targets at the planning horizon, a small increase in traffic does not cause "further degradation" of the facility.*
>
> *The threshold for a small increase in traffic between the existing plan and the proposed amendment is defined in terms of the increase in total average daily trip volumes as follows:*
>
> - *Any proposed amendment that does not increase the average daily trips by more than 400.*
>
> *[...]*
> *In applying OHP mobility targets to analyze mitigation, ODOT recognizes that there are many variables and levels of uncertainty in calculating volume-to-capacity ratios, particularly over a specified planning horizon. After negotiating reasonable levels of mitigation for actions required under OAR 660-012-0060, ODOT considers calculated values for v/c ratios that are within 0.03 of the adopted target in the OHP to be considered in compliance with the target. The adopted mobility target still applies for determining significant affect under OAR 660-012-0060.*

The City does not have a formally adopted threshold for presumption of "no significant effect" or "no further degradation" for further analysis under the Transportation Planning Rule. Therefore, the City will implement the Oregon Department of Transportation's threshold of a net increase of 400 ADT between the reasonable worst case scenarios for the existing and proposed zoning.

Under the most conservative analysis method (average rate method), the net increase in trips under the "reasonable worst case scenarios" for the R-1 and R-4 zones would slightly exceed 400 ADT based on the reasonable worst case scenario of 13 detached dwellings for the R-1 zone (ITE Land Use Category 210) and the reasonable worst case scenario of 85 multi-dwelling units (ITE Land Use Category 220) for the R-4 zone (a net increase of 410 additional daily trips). A trip cap of 519 ADT, which would allow for up to 83 multi-dwelling units, would result in net increase of less than 400 ADT compared to the reasonable worst case scenario assumption for existing zoning.

As a condition of approval for the rezone, the applicant for future development shall comply with one of the following requirements at the time of future development:

- Development shall not exceed 519 ADT (a net increase of 400 ADT) using the average rate method in order to not exceed the 400 ADT threshold; or
- The applicant shall conduct additional traffic analysis to demonstrate compliance adopted mobility targets, including any necessary transportation improvements that would be required to remove the trip cap on the property. The City also reserves the right to require a development Traffic Impact Analysis (TIA) at the time of development if City determines proposal will result in an increase of 200 daily trips or 20 daily peak hour trips.

ORS 197A.146 Expedited process for certain residential development applications.

(1) This section applies only to a land use decision for residential development based on an application for:

(a) A zone change to allow for a denser residential use designation;
(b) A planned unit development; or
(c) A variance from a residential approval standard.

(2) This section applies only to an application for land that is, at the time of the application:

(a) Inside the urban growth boundary; and
(b) Zoned primarily for residential use or mixed residential use or planned for residential use.

(3) This section does not apply to an application:

(a) That would reduce the minimum residential density of land.
(b) For a final subdivision or partition plat.
(c) For a residential construction permit under the state building code.
(d) For final engineering plans under ORS 195.860.
(e) Subject to a ministerial or other expedited approval procedure, including a residential use allowed outright.

(4) An application under this section:

(a) Is not subject to the requirements of ORS 197.797.

(b) Must be reviewed under the procedures described in a local government's land use regulations, except as provided in this section.

(5) (a) The local government shall provide written notice of an application under this section to owners of property within 100 feet of the site for which the application is made and to any neighborhood or community organization recognized by the governing body and whose boundaries include the site. The list of owners must be compiled from the most recent property tax assessment roll.

(b) A local government is not required to provide a hearing, as described in ORS 197.610 to 197.625, on an application made under this section if the local government provides a copy of the notice required under this subsection to the Department of Land Conservation and Development in the manner provided by ORS 197.610 and 197.615.

(c) The notice must:

(A) Provide a 14-day period for submission of written comments prior to the decision;

(B) State that issues which may provide the basis for an appeal to the Land Use Board of Appeals must be raised in writing prior to the expiration of the comment period. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue;

(C) List, by commonly used citation, the applicable criteria for the decision;

(D) Set forth the street address or other easily understood geographical reference to the subject property;

(E) State the place, date and time that comments are due;

(F) State that copies of all evidence relied upon by the applicant are available for review and that copies can be obtained at cost;

(G) Include the name and phone number of a local government contact person;

(H) Provide notice of the decision to the applicant and any person who submits comments under subparagraph (A) of this paragraph. The notice of decision must include an explanation of appeal rights; and

(I) Briefly summarize the local process for reaching a final decision on the application.

(d) The local government shall provide an affidavit or other certification describing the notice given under this subsection.

(6) Approval or denial of the application must be based upon and accompanied by a brief statement that explains the criteria and standards considered relevant to the decision, states the facts relied upon in rendering the decision and explains the justification for the decision based on the criteria, standards and facts set forth.

(7) The initial decision on the application must be made without a hearing. A local government may provide for a hearing on appeal of the initial decision. The hearing may be limited to the record developed for the initial decision under subsection (5) of this section or may allow for the introduction of additional testimony or evidence. A hearing on appeal that allows the introduction of additional testimony or evidence must comply with the requirements of ORS 197.797. Written notice of the local government's final decision must be given to all parties who participated in the decision and must include an explanation of a party's right to appeal the decision. [2025 c.330 §3]

Note: *197A.146 becomes operative July 1, 2026. See section 6, chapter 330, Oregon Laws 2025.*

APPLICANT'S REPSONSE: N/A.

FINDING (ORS 197A.146): NOT APPLICABLE. The application was submitted on May 7, 2026. ORS 197A.146 became operative July 1, 2026, so ORS 197A.146 is not applicable.

City of McMinnville

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

DATE: **September 22, 2026**
TO: **Adam Garvin, City Manager**
SUBMITTED BY: **Heather Richards, Community Development Director**
SUBJECT: **Public Hearing and Ordinance 5183,**
Annexation of Tax Lot R4409CD00100 (ANX 1-25)

1. *An Ordinance annexing to the City of McMinnville Tax Lot R4409CD00100*

Report in Brief:

This is the continuation of the public hearing and consideration of Ordinance No. 5183 to annex tax lot R4409CD00100 into the McMinnville city limits. The City Council opened the public hearing on August 25, 2026, and after hearing public testimony elected to continue the public hearing to September 22, 2026.

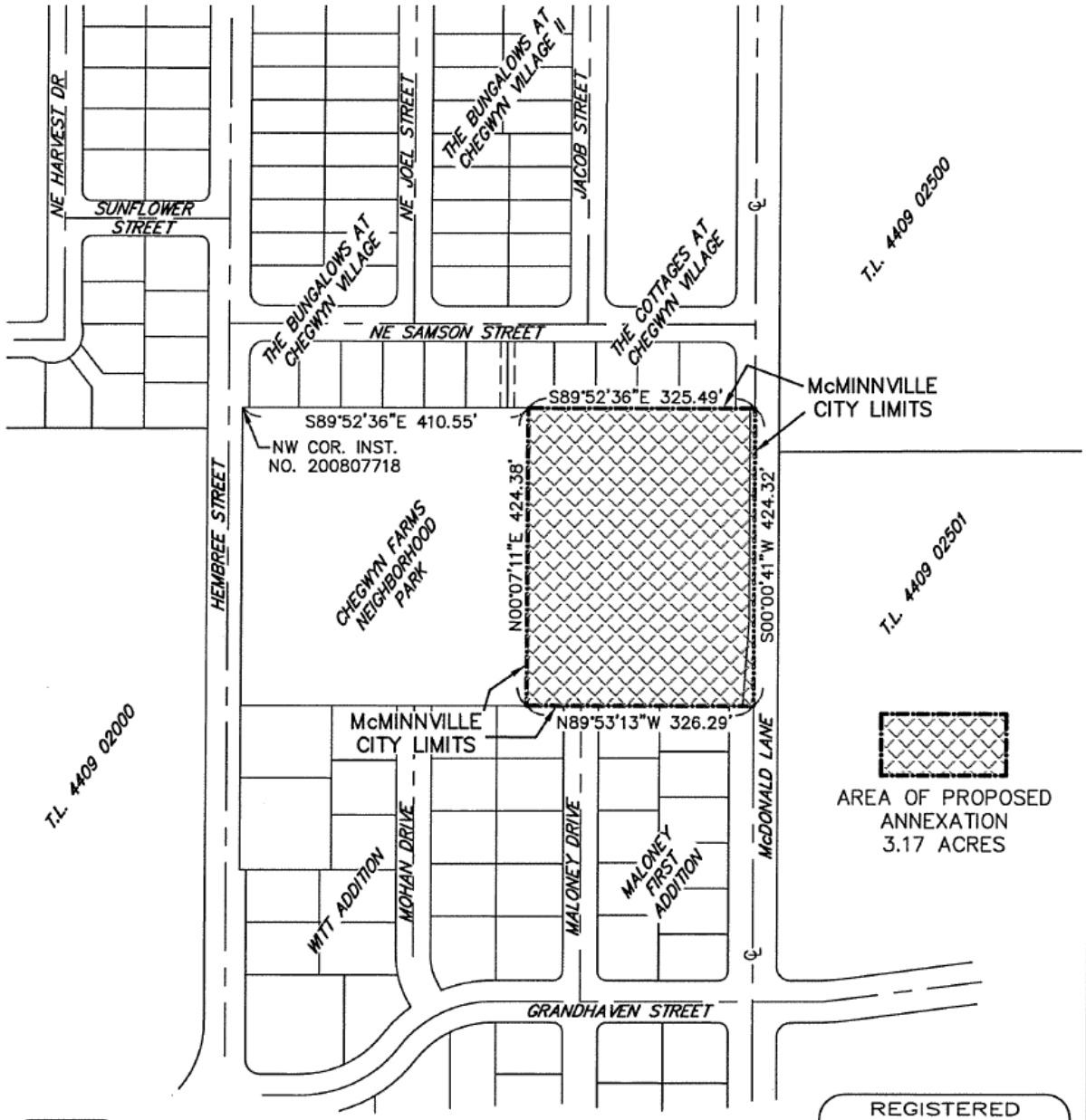
The City Council approved an Annexation Agreement with Yamill Soil and Water Conservation District (property owner) and MAC Multi LLC (buyer) via Resolution No. 2025-51 on October 14, 2025.

Yamhill Soil and Water Conservation District and MAC Multi LLC applied to annex the property (eastern portion) at 3210 NE Hembree Street into the City of McMinnville corporate limits on March 4, 2025 (please see attached annexation application). The subject property is approximately 3.17 acres and has street frontage on NE Hembree Street, NE McDonald Lane, NE Mahone Drive (cul-de-sac), and NE Maloney Drive (street stub) at its perimeters. Grandhaven Elementary School is located across NE McDonald Lane east of the subject property.

The western portion of the property was annexed into the city limits in July 2008 via Ordinance No. 4896 and subsequent voter approval and then leased to the City in October 2008 for a future park. The City developed Chegwyn Farms Neighborhood Park on the annexed property. The eastern portion of the property was not annexed and remains as an unincorporated island surrounded by the city limits. The applicant has applied for R-4 zoning (Medium, High-Density, Residential) on the land once it is annexed into the city limits.

MAP OF PROPOSED ANNEXATION

LOCATED IN THE SW 1/4 OF SECTION 9, T. 4 S., R. 4 W., W. M.,
YAMHILL COUNTY, OREGON



BARKER SURVEYING

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REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 19, 1994
GREGORY L. WILSON
2687

EXPIRES: 6/30/2026

Background:

Annexation is the process by which a municipality, upon meeting certain requirements, expands its corporate limits.

Oregon statewide planning goals require that each city be surrounded by a boundary which is called an urban growth boundary (UGB). The UGB defines the area that the city has identified as being eligible to be included within the city limits during a 20-year planning period to accommodate growth. Annexation is the process for lands within the UGB to become part of the city limits, and thus developed to an urban intensity in compliance with the city's comprehensive plan. Lands within the UGB may be considered for annexation into the city limits consistent with ORS 222 and local ordinances. Annexations are governed by state laws (Oregon Revised Statute, Title 21, Chapter 222), City Charters, and local ordinances.

A proposal for annexation of territory to a city may be Initiated by the legislative body of the city, on Its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed. The boundaries of a city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake of other body of water, if the proposal for annexation is approved in the manner provided by the city charter or by ORS 222.111.

When the city approved Ordinance No. 5098 adopting the McMinnville Growth Management and Urbanization Plan, on December 8, 2020, the City adopted a new program for annexations in McMinnville dependent upon annexation agreements as a precursor to annexation.

That new program was codified on October 26, 2021, with the adoption of Ordinance No. 5106, establishing Chapters 16.10.00, 16.20.00, 16.30.00, and 16.40.00 of the McMinnville Municipal Code, outlining the requirements of an annexation application and the process for annexation.

Discussion:

On October 14, 2025, the City Council adopted Resolution No. 2025-51, approving an annexation agreement between the City of McMinnville, and Yamhill Soil and Water Conservation District / MAC Multi LLC.

This annexation is fairly simple. It already has a residential comprehensive plan designation and does not need to be part of an area plan or master planning process.

The Annexation Agreement (Exhibit B of Ordinance No. 5183) identifies all that needs to occur to annex the property into the city limits, including a land-use approval for a zone map amendment to apply city zoning to the property upon annexation. The property

owner has initiated this land-use process, and the City Council will be considering Ordinance No. 5182 to approve the zone map land-use application and findings prior to this annexation ordinance.

The annexation application was reviewed by the City's executive team, McMinnville Water and Light, and McMinnville Fire District for conformity with local plans and regulations.

The annexation application has been reviewed by Planning, Engineering, Parks and Recreation, McMinnville Water and Light and the Fire District.

Section 4 of the Annexation Agreement describes all of the components of the project that need to be addressed prior to annexation, including but not limited to:

- Frontage improvements that include up to a half street improvement and restriping along NE McDonald Lane and minor improvements to permanently terminate NE Maloney Drive.

- Construction of a pedestrian mid-block crossing on NE McDonald Lane between NE Grandhaven Street and NE Samson Street. Design and location to be reviewed and approved by the City Engineer and will need to include the installation or replacement of the receiving ramp on the east side of NE McDonald Lane.

- Provision of connectivity from the pedestrian crossing at NE McDonald Lane with the stubbed out path on the south end of Chegwyn Park by dedicating a twenty (20) foot public utility easement (PUE) to the City and constructing a ten (10) foot concrete path within the PUE. The path should avoid vehicular/parking lot crossings and conflicts, and the two remaining five (5) feet of buffer on either side of the concrete path within the PUE shall be planted, irrigated and maintained.

All of which have been addressed in the land-use application.

Annexations are governed by ORS 222 and Title 16 of the McMinnville Municipal Code. ORS 222.120 is the process for cities to annex property into the city limits. Title 16 of the McMinnville Municipal Code describes the process that the City adopted for annexations which is compliant with ORS 222. The applicant has provided findings for how their application meets the requirements of ORS 222 and Title 16 of the McMinnville Municipal Code (pages 9 – 21 of the application).

Public Hearing Notes:

1) At the public hearing on August 25, 2026, the City Council asked if there were any regulations regarding county islands within the city limits. At the time staff responded that there were no such regulations in ORS 222 or Title 16 of the McMinnville Municipal Code. However, staff has since reviewed Ordinance No.

4146 (attached), entitled, "McMinnville Urban Growth Boundary Management Agreement", which has a policy (D) under "Specific Policies" that:

"The City shall annex any islands of non-incorporated territory within a year of the annexation which created the island".

2) The City Council also asked if there were any binding documents from the Chegwyn family on the future use of the subject property. Staff researched the records and did not find any binding documents specific to this subject site that limits the future use of the property. There is however, a conservation easement on 171 acres of land northeast of this subject site of which 81 acres are within the city limits that was part of the Chegwyn Farm and is now managed by the Yamhill County Soil and Water Conservation District. (Attached).

Attachments:

1. ANX 1-25 Application
2. McMinnville Urban Growth Boundary Management Agreement
3. Chegwyn Farm Conservation Easement with Yamhill Soil and Water Conservation District, 2008.
4. Ordinance No. 5183
    a. Exhibit A: Legal Description and Maps
    b. Exhibit B: Annexation Agreement

Fiscal Impact:

The property owner has paid the application fee which is a full cost recovery fee for the review and implementation of the application.

Alternatives:

Alternative 1 [Staff Recommendation]: **Approve** Ordinance No. 5183, declaring the property annexed into the city limits and directing the City Recorder to send notice to the appropriate county and state agencies

Alternative 2: **Request** more information.

Alternative 3: Choose **not to approve** Ordinance No. 5183, and provide findings for the denial.

Alternative 4: The Council may consider any other alternative not presented by staff.

Attachment 1

EXHIBIT 2

Planning Department
231 NE Fifth Street ○ McMinnville, OR 97128
(503) 434-7311 Office ○ (503) 474-4955 Fax
www.mcminnvilleoregon.gov

Office Use Only:
File No. ANX 1-25
Date Received 3/4/2025
Fee $15,681.00+$3,439.24 eng fee
Receipt No. 211110
Received by AW

569-25-000051-PLNG

Annexation Application

Applicant Information

Applicant is: ☐ Property Owner ☐ Contract Buyer ☒ Option Holder ☐ Agent ☐ Other_____

Applicant Name Cory Redding/Philip Higgins Phone (503) 581-4488

Contact Name_____ Phone_____
(If different than above)

Address 2837 22nd St SE

City, State, Zip Salem, OR 97302

Contact Email credding@cdredding.com

Property Owner Information

Property Owner Name Yamhill Soil & Water Conservation District Phone (503) 472-6403
(If different than above)

Contact Name Andy Bleckinger, Executive Director Phone (503) 479-8643

Address 2200 SW 2nd Street

City, State, Zip McMinnville, OR 7128

Contact Email andy@yamhillswcd.org

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address No site address - undeveloped

Assessor Map No. Tax Lot 100 of Tax Map 4.4.09CD- Total Site Area 3.17 acres inc ROW

Subdivision N/A Block N/A Lot N/A

Comprehensive Plan Designation Residential Zoning Designation City (per Yamhill County)

Annexation Data Sheet

Existing Conditions of Property Described in the Annexation Request

1. General description of property (including features such as slopes, vegetation, drainage basins, and flood plain areas): The property is located north of NE Grandhaven Street and between NE Hembree Street and NE McDonald Lane. Existing improvements include Chegwyn Farms Neighborhood Park on the west portion of the property and the east portion is undeveloped. The undeveloped portion to be annexed is approximately 3.17 acres including the future right-of-away for NE McDonald Lane. The site is flat for the undeveloped portion.

   See the Annexation Narrative for additional details.

2. Existing land use (number, type and square footage of residential, commercial, industrial, and/or public facility structures situated within subject site): Chegwyn Farms Neighborhood Park is located on the western portion of the property that is already annexed into the city limits.

3. Total Current Estimated Population: Zero

4. Current county zoning (if territory contains more than one zone, please indicate tax lot numbers and existing zoning designations for those tax lots): City (according to County GIS)

Proposed Development of Property Described in the Annexation Request

1. If the property is either entirely or substantially undeveloped, what are the plans for future development? (Be specific – if site or development plans have been prepared, please submit copies.) The project would include a multi-family development consisting of 72 dwelling units on the area to be annexed.

   See the Annexation Narrative for additional details.

2. Can the proposed development be achieved under current Yamhill County zoning regulations?

   ☐ Yes ☒ No

   If no, has a zone change been sought from the county for the property under consideration?

   ☐ Yes ☒ No

   If yes, please describe the outcome of the zone change request.

   If no, why? Future city services for sanitary sewer and stormwater would be necessary to serve development. These services are not provided by Yamhill County.

3. Is the proposed development compatible with the City's Comprehensive Land Use Plan for the area?

   ☒ Yes ☐ No

   If yes, please explain: See Annexation Narrative for a complete description.

Reason for Annexation

1. When reviewing an annexation request, the Planning Commission and City Council will consider the overall development concept and methods by which the physical and related social environment of the site, surrounding area, and the community will be enhanced. Considering these points, please provide the reasons the proposed annexation should be approved. (Please be very specific and use additional pages if necessary.) The purpose of the annexation is for the future development of Parkview Apartment Living, a 72-unit multi-family development. The existing site improvements include Chegwyn Farms Neighborhood Park on the west portion of the property. The City's Comprehensive Plan designation for the subject property is Residential. The subject property does not have an Urban Holding Comprehensive Plan designation and is not required to undergo an Area Planning Process per MMC 17.10.010 – 17.10.050. Public right-of-way for NE McDonald Lane is proposed to be included in the annexation so that the site will be contiguous with the city limits. Water, sanitary sewer, stormwater and transportation are available or in proximity of the subject property.

   See Annexation Narrative for a complete description.

2. If the reason is to obtain specific municipal services such as water services, sewerage service, fire protection, etc, please indicate the following:

   Proximity of facilities (such as water mains, sewer laterals, etc.) to the territory proposed to be annexed, and the approximate time they would be extended to the subject property by the applicant. (Please indicate location of facilities – for example: 8" water main in Durham Road 500 feet from east edge of territory.) NE McDonald Lane is located along the east frontage of the subject property and is under the jurisdiction of the City of McMinnville. NE Hembree Street is along the western frontage of the subject property and is under the jurisdiction of the City of McMinnville. NE Mohan Drive stubs into the property as a cul-de-sac on the south side of the property in the developed portion for Chegwyn Farms Neighborhood Park. NE Maloney Drive stubs to the south portion of the undeveloped subject property. The Applicant recognizes that improvements to NE McDonald Lane are likely to be required at the time development of the site is proposed. NE Hembree Street is already improved as part of development of Chegwyn Farms Neighborhood Park.

   The subject property has an 8" inch public sanitary sewer (wastewater) line located in NE McDonald Lane. An 8" sanitary line is located in NE Maloney Drive. An 8" inch line is located in NE Mohan Drive that serves Chegwyn Farms Neighborhood Park. (Exhibit 11). A public storm

line storm is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10" line that transitions to a 12" line and connects to two catch basins on the west and east sides of the street. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends north. At a manhole the line extends southeast through an easement at the Grandhaven Elementary School site. The line is 12" from NE Samson Street south to the midpoint of the subject property frontage. There is a 12" storm line in NE Hembree Street. (Exhibit 12). Water is provided by a 10" cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8" ductile iron pipe is located in NE Maloney Drive and NE Mohan Drive respectively. A 12" ductile iron line is located in NE Hembree Street (Exhibit 13).

Additional details are included in the Annexation Narrative.

What is the estimated cost of extending such facilities and/or services and method of financing? (Attach any supporting documents.) Cost to be determined. Connections to the existing infrastructure and improvements to NE McDonald Lane would be funded by the developer.

Existing Governmental Services

1. If the property described in the proposal is presently included within the boundaries of any of the following types of governmental units, please so indicate stating the name(s) of the governmental units involved:

   Rural Fire District Fire service is provided by the McMinnville Fire District. Station 1 at 175 NE First Street and Station 12 at 210 NW Baker Creek Road.

   Sanitary District City of McMinnville

   Water District McMinnville Water & Light

2. If any of the above units are presently servicing the property (for instance, are residences in the territory hooked up to a public sewer or water system), please describe. McMinnville Fire District provides fire service.

   The City of McMinnville provides sanitary sewer and stormwater service to surrounding residential development and the Grandhaven Elementary School.

   McMinnville Water & Light provides water and electrical service to the surrounding residential development and Grandhaven Elementary School.

In addition to this completed application, the applicant must provide the following:

X Written consent petition to the annexation, signed by the requisite number of affected property owners, electors, or both to conduct an election within the area to be annexed, as provided by law.

X Legal description (a closing metes and bounds description) of the property to be annexed and a boundary survey certified by a registered engineer or surveyor.

X Vicinity map of the area to be annexed including adjacent City territory.

X A general land use site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), indicating types and intensities of proposed development, transportation corridors, watercourses, significant natural features, open spaces, and adjoining development. If of a larger size, provide five (5) copies in addition to ***an electronic copy*** *with the submittal.*

X Statement of overall development concept and methods by which the physical and related social environment of the site, surrounding area, and community will be enhanced.

X If uses other than those permitted by the existing comprehensive plan are proposed, application must then be accompanied by a comprehensive plan map amendment and zone change application.

X Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.

Applicant's Signature — Date: 2/25/25

Property Owner's Signature — Date: 2/18/2025

Parkside Development

Cory D Redding

February 21, 2025

City of McMinnville Community Development Department
231 NE Fifth Street
McMinnville, OR 97128

Dear Members of the City Council and City Staff,

I am writing to express my heartfelt gratitude to the City of McMinnville for considering the annexation of three acres of land to support efforts in addressing the current housing shortage in McMinnville. The decision on this annexation request is a crucial step toward ensuring that McMinnville continues to grow sustainably, providing much-needed housing for current and future residents.

We recognize that housing is a critical issue in McMinnville, and the city's proactive approach in making room for new developments is both timely and necessary. This annexation will allow for the creation of housing opportunities that are vital to maintaining a strong, vibrant community. As the city's population grows, it is important that we stay ahead of the demand for housing while maintaining the quality of life that McMinnville is known for.

We deeply appreciate the open-mindedness, collaboration, and thoughtful consideration the city will demonstrate throughout the annexation process. Your willingness to engage in dialogue with us and to make decisions that are in the best interest of all residents shows true leadership and foresight. We are proud to be part of a community that prioritizes thoughtful planning, sustainability, and the needs of its people.

I look forward to continuing our work together to develop these acres into a space that will serve as a testament to the city's commitment to growth and opportunity. We are excited to contribute to the long-term success of McMinnville, and we are confident that this annexation will play a vital role in the city's future.

Once again, thank you for your leadership and your commitment to addressing McMinnville's housing needs. We are eager to be part of the solution and look forward to our continued collaboration with the city.

Sincerely,

Cory D Redding

Cory D Redding

2837 22nd St SE
Suite 155
Salem, OR 97302

credding@cdredding.com
(503) 581-0048

THE RUX GROUP, LLC

Douglas R. Rux AICP

15532 SW Thrasher Way
Sherwood, OR 97140
Cell: 971.275.7781
Email: Drux11@yahoo.com

CITY OF MCMINNVILLE
APPLICATION FOR ANNEXATION REVIEW

CORY REDDING/PHILIP HIGGINS
2837 22nd St SE
Salem, OR 97302

Location: S.E. ¼ S.W. ¼ Section 9, T.M. 4.4.09CD
T. 4S, R. 4W, W.M.
T.L. 100 (portion)
Yamhill County, Oregon

Prepared by: Doug Rux, AICP, The Rux Group, LLC
Scott Beck, Scott Beck Architecture, LLC
Steve Ward, Westech Engineering, Inc.
Patrick Morley, GT Americas Holdings, LLC
Greg Wilson, Baker Surveying

Prepared for: Cory Redding/Philip Higgins
2837 22nd St SE
Salem, OR 97302

February 21 2025

APPLICANT'S STATEMENT

PROJECT NAME:	Parkview Apartment Living
REQUEST:	Approval of Annexation Application to Include 3.17 Acres within the City Limits of McMinnville including the adjoining right-of-way of NE McDonald Lane (A separate application will be submitted for a Zone Map Amendment for R-4 (Medium, High Density) Zone after an Annexation Agreement is approved)
ASSESSOR'S DESCRIPTION:	Tax Lot 100 (portion) of Tax Map 4.4.09CD Yamhill County, Oregon
APPLICANT'S REPRESENTATIVE:	Doug Rux, AICP The Rux Group, LLC 15532 SW Thrasher Way Sherwood, OR 97140 971-275-7781 Drux11@yahoo.com
APPLICANT/PROPERTY OWNER:	Applicant: Cory Redding/Philip Higgins 2837 22nd St SE Salem, OR 97302 Property Owner: Yamhill Soil and Water Conservation District 2200 SW 2nd Street McMinnville, OR 7128
SITE AREA:	Tax Lot 100 (portion) = 3.17 acres
LOCATION:	3210 NE Hembree Street McMinnville, OR 97128 (east ½ of property)
ASSESSOR'S INFORMATION:	S.E. ¼ S.W. ¼ Section 9, T.M. 4.4.09CD T. 4S, R. 4W, W.M. T.L. 100 Yamhill County, Oregon

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EXHIBITS

1. Preliminary Title Report
2. Annexation Application
3. Comprehensive Plan Map
4. Written Consent to Annex - Petition
5. Verification of Property Owners Form - See Exhibit 1
6. Certificate of Electors Form
7. ORS 195.305 Waiver Form
8. Waiver Form 222.173
9. Legal Description and Map
10. District Services List
11. Sanitary Sewer System Map
12. Stormwater System Map
13. Water System Map

I. APPLICABLE ANNEXATION REGULATIONS

A. MCMINNVILLE MUNICIPAL CODE

Title 16: Annexation

II. BACKGROUND:

Yamhill Soil and Water Conservation District (Property Owner) and Cory Redding/Philip Higgins (Applicant) are proposing to annex the property (eastern portion) at 3210 NE Hembree Street into the City of McMinnville corporate limits. The subject property has street frontage on NE Hembree Street, NE McDonald Lane, NE Mahone Drive (cul-de-sac), and NE Maloney Drive (street stub) at its perimeters. Grandhaven Elementary School is located across NE McDonald Lane east of the subject property.

The western portion of the property was annexed into the city limits in July 2008 via Ordinance No. 4896 and a subsequent voter approval and leased to the City in October 2008 for a future park. The City developed Chegwyn Farms Neighborhood Park on the annexed property. The eastern portion of the property was not annexed and remains as an unincorporated island surrounded by the city limits. A Vicinity Map is included as Figure 1. The purpose of the annexation is for the future development of Parkview Apartment Living a 72-unit multi-family development. Figure 2 is a conceptual layout of the future multi-family project. Figure 3 is a photo of the undeveloped portion of the property.

Figure 1- Vicinity Map

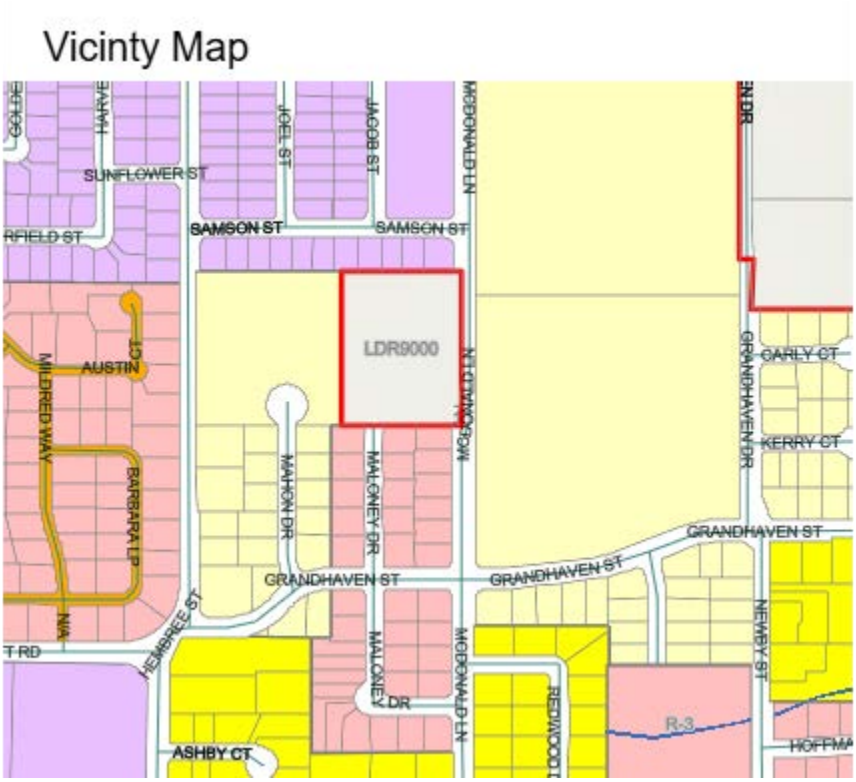

Figure 2 - Conceptual Site Layout

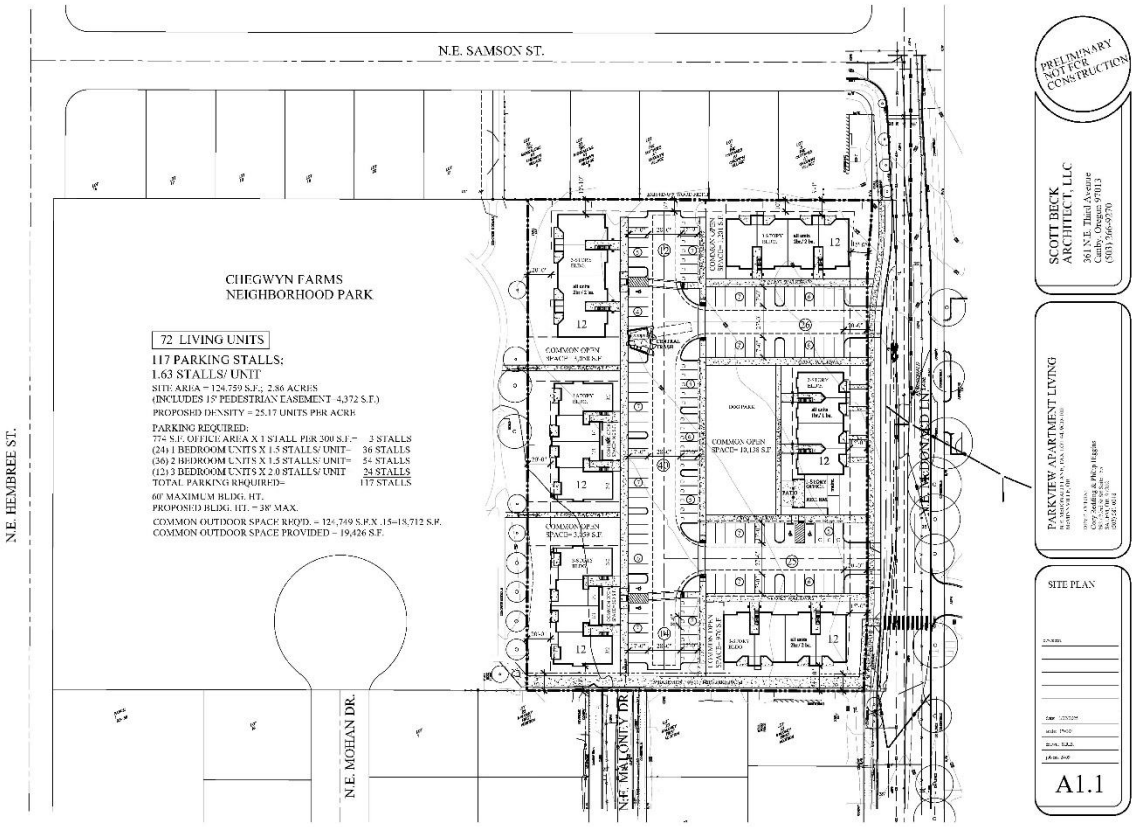

Figure 3 – Site Photos

Site Looking NW NE McDonald Lane

Site Looking West from NE McDonald Lane

Site Looking SW from NE McDonald Lane

Site Looking NE from Chegwyn Farms Neighborhood Park

Site Looking NE from Chegwyn Farms Neighborhood Park

The subject site is currently zoned “City” in Yamhill County with a Comprehensive Plan designation of City according to the Yamhill County GIS information.

Exhibit 1 contains documents from the Preliminary Title Report for the subject property.

Annexation of the subject property is a multi-step process. Redding/Higgins have provided a cover letter for the annexation application packet further explaining their proposed project.

The first step is annexation of the site into the city limits and requires an Annexation application (Exhibit 2) and Annexation Agreement. Redding/Higgins will then submit the required Zone Map Amendment application after the Annexation Agreement is approved to understand the requirements for the Zone Map Amendment based on required conditions. The Applicant anticipates the final Annexation approval, and the Zone Map Amendment approval will occur on the same evening before the City Council under two separate actions by the City Council. The Annexation application will be a Legislative action and the Zone Map Amendment a Quasi-judicial action. This would be followed by submittal of a Partition application to create the separate parcel for the area being annexed. The final step is the required land use approval process for physical development improvements on the site.

The required narrative with findings and documents is included in this Annexation Application.

III. FINDINGS

A. MCMINNVILLE MUNICIPAL CODE

Title 16: Annexations

Chapter 16.10: General Provisions

16.10.010 Purpose

This Chapter is intended to establish procedures and criteria for annexation under the provisions of the Oregon Revised Statutes including, but not limited to, Chapter 222. The City recognizes that annexation of land is both an act of governance and land-use. This Chapter lays out the process necessary to annex property into the city of McMinnville. This Chapter aims to achieve orderly and efficient annexation of land to the City that will result in providing a complete range of public services and public facilities for the annexed territory and to ensure consistency with the McMinnville Comprehensive Plan. The City recognizes that the development of lands at an urban density must include the provision of an adequate level of required urban services, including, but not limited to, such as sanitary sewer, water, stormwater, roads, and parks.

Response: The Property Owner and Applicant are proposing to annex the subject property at 3210 NE Hembree Street (the non-annexed island portion of the property) into the city limits of McMinnville. Through the submitted Annexation application, the Applicant shows that public services, public facilities, and compliance with the Comprehensive Plan are adequate to annex the property.

16.10.030: Applicability

The following conditions must be met prior to or concurrent with City processing of any annexation request:

A. The subject site must be located within the McMinnville urban growth boundary.

B. The subject site must be contiguous to the existing City limits.

Response: The subject site is identified by the Yamhill County Tax Assessor as Tax Lot 100 of Tax Map 4.4.09CD. Tax Lot 100 contains approximately 7.04 acres and is located east of NE Hembree Street and west of NE McDonald Lane. The area to be annexed is 3.17 acres including the future right-of-way for NE McDonald Lane. The western portion of the site was annexed in July 2008. The eastern portion of the site is being requested to be annexed. The tax lot is located within the Urban Growth Boundary (UGB), and the attached Comprehensive Plan Map indicates that the proposed annexation territory is contiguous to the existing city limits to the north, east, west, and south (Exhibit 3).

16.10.040: Annexation Approval

A. City Council approval of annexation applications shall be done by ordinance. Procedures for approval shall comply with the provisions of Oregon Revised Statutes, particularly ORS 222.

B. If any annexation is initiated by property owners representing less than 100 percent of all owners of property to be annexed, after holding a public hearing and if the City Council approves the proposed annexation, the City Council shall call for an election within the territory to be annexed. Otherwise no election on a proposed annexation is required.

Response:

A. The Property Owner and Applicant acknowledge that annexation of the subject property will be done by ordinance adoption by the City Council. The Property Owner and Applicant additionally acknowledge approval shall comply with the McMinnville Municipal Code and Oregon Revised Statutes applicable to annexations.

B. Yamhill Soil and Water Conservation District is the sole property owner of the subject property equaling 100 percent of the ownership of the proposed annexed area, including the future right-of-way. No election is required to annex the subject property.

16.10.050: Zoning of Annexed Areas

The McMinnville Comprehensive Plan Map provides for comprehensive plan designations on all land within the City's urban growth boundary. Land that is currently designated as a Urban holding comprehensive plan designation needs to undergo an Area Planning Process per Section 17.10.010 – 17.10.050 of the McMinnville Municipal Code and at the time of annexation a new comprehensive plan designation will be applied to the subject property that will identify the future City zoning classifications of that property.

Response: The City's Comprehensive Plan designation for the subject property is Residential (Exhibit 3). The subject property does not have an Urban Holding Comprehensive Plan designation and is not required to undergo an Area Planning Process per MMC 17.10.010 – 17.10.050.

16.10.060 Effective Date and Notice of Approved Annexation

A. The effective date of an approved annexation must be set in accordance with ORS 222.040 or 222.180.

Response: The Property Owner and Applicant acknowledge that the effective date for annexation of the subject property must be set in accordance with ORS 222.040 or 222.180.

B. Notice of Approved Annexation:

1. Not later than 10 working days after the passage of an ordinance approving an annexation, the City Manager or designee will:

a. Send by certified mail a notice to public utilities (as defined in ORS 757.005), electric cooperatives and telecommunications carriers (as defined in ORS 133.721) operating within the City.

b. Mail a notice of the annexation to the Secretary of State, Department of Revenue, Yamhill County Clerk, Yamhill County Assessor, affected districts, and owners and electors in the annexed territory. The notice must include:

i. A copy of the ordinance approving the annexation;

ii. A legal description and map of the annexed territory;

iii. The findings, if applicable; and

iv. Each site address to be annexed as recorded on Yamhill County assessment and taxation rolls.

c. The notice to the Secretary of State will also include a copy of the statement of consent as required in Section 17.68.030, Annexation Initiation.

2. If the effective date of an annexation is more than one year after the City Council passes the ordinance approving it, the City Manager or designee will mail a notice of the annexation to the Yamhill County Clerk not sooner than 120 days and not later than 90 days prior to the effective date of the annexation.

Response: The Property Owner and Applicant recognize that the City of McMinnville is required to provide notice of an approved annexation application per MMC 16.10.060(B)(1). The Property Owner and Applicant are not requesting a delayed annexation effective date. If one is

established through the annexation review process it is acknowledged that the City of McMinnville is required to provide the appropriate notice per MMC 16.10.060(B)(2).

16.10.070 Annexation of Non-Conforming Uses

A. Generally. When a nonconforming use is annexed into the city, the applicant shall provide, in the annexation application, a schedule for the removal of the nonconforming use. At time of approval of the annexation, the city council may add conditions to ensure the removal of the nonconforming use during a reasonable time period. The time period may not exceed 10 years.

B. Exception. A legal nonconforming residential structure is allowed to remain indefinitely. Notwithstanding the foregoing, any proposed changes to an existing residential structure will be subject to Chapter 17.63.

Response:

A. The subject property is used as a city park (Chegwyn Farms Neighborhood Park) on its western portion which was annexed in July 2008 and through a lease with the Yamhill Soil and Water Conservation District in October 2008. The eastern portion of the property proposed to be annexed is undeveloped.

B. The subject property has no known legal non-conforming uses.

Chapter 16.20: Annexation Initiation

16.20.020: Annexation Application

An annexation application shall include the following:

A. A list of owners, including partial holders of interest, within the affected territory, indicating for each owner:

1. The affected tax lots, including the township, section and range numbers;

2. The street or site addresses within the affected territory as shown in the Yamhill County Records;

3. A list of all eligible electors registered at an address within the affected territory; and

4. Signed petitions as may be required in Subsection B below.

Response: Ownership of the subject property is Yamhill Soil and Water Conservation District. The affected tax lot is a single tax lot, S.E. ¼ S.W. ¼ Section Section 9, T.M. 4.4.09CD, T. 4S, R. 4W, W.M. T.L. 100. The subject property site address is 3210 NE Hembree Street. The site also has frontage on NE McDonald Lane. There are no eligible electors registered on the subject property as there are no residences on the property. Signed petitions as may be required are included in the application packet (see Exhibit 4).

B. Written consents on City-approved petition forms that are:

1. Completed and signed, in accordance with ORS 222.125, by:

a. All of the owners within the affected territory; and

b. Not less than 50 percent of the eligible electors, if any, registered within the affected territory; or

2. Completed and signed, in accordance with ORS 222.170, by:

a. More than half the owners of land in the territory, who also own more than half the land in the contiguous territory and of real property therein representing more than half of the assessed value of all real property in the contiguous territory; or

b. A majority of the electors registered in the territory proposed to be annexed and a majority of owners of more than half the land.

3. Publicly owned rights-of-way may be added to annexations initiated by these two methods with consent(s) from the property owner(s).

Response:

1. Written consent to annex is provided in Exhibit 4. The single owner is Yamhill Soil and Water Conservation District. There are no eligible electors residing on the subject property.

2. Written consent to annex is provided in Exhibit 4. The single owner is Yamhill Soil and Water Conservation District. There are no eligible electors residing on the subject property.

3. Public right-of-way for NE McDonald Lane is proposed to be included in the annexation so that the site will remain contiguous with the city limits on the eastern boundary.

C. In lieu of a petition form described in Subsection B above, an owner's consent may be indicated on a previously executed

Consent to Annex form that has not yet expired as specified in ORS 222.173.

Response: No previously executed Consent to Annex form has been entered into for the subject property.

D. Verification of Property Owners form signed by the Yamhill County Assessor/Tax Collector Department.

Response: Exhibit 5 contains the required Verification of Property Owners. The Yamhill County Assessor's Department does not have an official form. As a substitute based on discussions with McMinnville city staff the Preliminary Title Report identifies the property owner(s).

E. A Certificate of Electors form signed by the Yamhill County Clerk and Elections Department.

Response: Exhibit 6 contains the required Certificate of Electors. The Yamhill County Clerk and Elections Department does not have an official form. As a substitute based on discussions with McMinnville city staff and Yamhill County the Property Owner has provided a Certified Statement that there are no residents or electors residing on the subject property which has been certified by the County Clerk.

F. An ORS 195.305 waiver form signed by each owner within the affected territory.

Response: Exhibit 7 contains the ORS 195.305 waiver form signed by each owner within the affected area.

G. A waiver form signed by each owner within the affected territory as allowed by ORS 222.173.

Response: Exhibit 8 contains the waiver form signed by each owner within the effected territory.

H. A legal description of the affected territory proposed for annexation consistent with ORS 308.225 that will include contiguous or adjacent right-of-way to ensure contiguity as required by ORS 222.111.

Response: Exhibit 9 contains the required legal description with a corresponding map of the effected territory to be annexed. The legal description includes the right-of-way for NE McDonald Lane to be annexed.

I. A map stamped by a licensed surveyor that is to scale and highlights the affected territory and its relationship to city limits.

Response: Exhibit 9 contains the required legal description with a corresponding map of the effected territory to be annexed. The legal description includes the right-of-way for NE McDonald Lane to be annexed.

J. A list of the districts currently providing services to the affected territory.

Response: Exhibit 10 contains a list of districts currently providing services to the affected territory. The list includes City of McMinnville, McMinnville Water & Light, McMinnville Fire District, McMinnville Parks and Recreation, and McMinnville School District.

K. An adequate level of urban services must be available, or made available, within three (3) years of annexation. An adequate level of urban services is defined as:

1. ***Municipal sanitary sewer and water service meeting the requirements enumerated in the McMinnville Comprehensive Plan for provision of these services. The sanitary sewer service overall will be considered adequate if the municipal operators are in accordance with federal and state regulations, permits, and orders.***

2. ***Roads with an adequate design capacity for the proposed use and projected future uses. Where construction of the road is not deemed necessary within the three-year time period, the City will note requirements such as dedication of rights-of-way and easements, waivers of remonstrance against assessment for road improvement costs, and/or participation in other transportation improvement costs, for application at the appropriate level of the planning process. The City will also consider public costs of the improvements.***

3. ***Documentation of the availability of police, fire, parks, and school facilities and services shall be made to allow for conclusionary findings for or against the proposed annexation. The adequacy of these services shall be considered in relation to annexation proposals.***

Response:

1. An existing 8” sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 11. The subject site can be connected to this existing line. There is an 8” sanitary sewer line located in NE Maloney Drive which could also be connected to.

A public storm line storm is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10” line that transitions to a 12” line and connects to two catch basins on the west and east sides of the street. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends north. At a manhole the line extends southeast through an easement at the Grandhaven Elementary School site. The line is 12” from NE Samson Street south to the midpoint of the subject property frontage. There is a 12” storm line in NE Hembree Street. (Exhibit 12).

Water is provided by a 10” cast iron (CI) and ductile iron (DI) line located in NE McDonald Lane along the property frontage. A 8” ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12” ductile iron line is located in NE Hembree Street (Exhibit 13).

2. NE McDonald Lane has a Functional Classification as a Minor Collector in the McMinnville Transportation System Plan (TSP), Exhibit 2-3. The roadway is existing and partially constructed on its eastern portion fronting the property. The Applicant is aware that there would be additional right-of-way dedication and street frontage improvements including roadway surface, curb/gutter, planter strip, sidewalk and streetlights in the future when development is proposed.

3. With annexation the subject property would be served by the City of McMinnville Police Department.

Fire service is provided by the McMinnville Fire District. Station 1 is at 175 NE First Street and Station 12 is at 210 NW Baker Creek Road.

Parks are provided by the City of McMinnville. Chegwyn Farms Neighborhood Park is located immediately west of the area to be annexed. Other parks in the vicinity include Rotary Nature Preserve at Tice Woods located on NE Baker Street.

K-12 education is provided by the McMinnville School District. Grandhaven Elementary School is located across the street from the proposed annexation area on NE McDonald Lane. Patton Middle School is located at 1175 NE 19th Street. McMinnville High School would serve the subject property and is located at 615 NE 15th Street.

L. A written narrative addressing the proposal’s consistency with the approval criteria specified in Chapter 16.30, if applicable.

Response: The annexation packet contains the written narrative responding to requirements of MMC Chapter 16.

M. A fee as established by Council resolution.

Response: The Applicant has paid the required annexation fee.

N. If applicable, a concept master plan as required in MMC Chapter 17.10.060 et seq.

Response: A concept master plan is not required as the subject property is not required to comply with MMC Chapter 17.10.060.

Chapter 16.30: Properties Subject to MMC 17.10.060

16.30.010 Applicability.

This Chapter applies to all properties that are subject to MMC 17.10.060.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

16.30.020 Area Planning and Master Planning.

Properties in areas that the City has determined are subject to area planning as provided in Chapter 17.10 and in other adopted plans, such as the McMinnville Growth Management and Urbanization Plan, must have an approved area plan and master plan, as provided in Chapter 17.10, and have an annexation agreement to be annexed into the City.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

16.30.030 Annexation Agreement.

Properties subject to this Chapter 16.30 must enter into an annexation agreement with the City. The City Council may adopt by resolution an annexation agreement with the owner(s) of property that is proposed for annexation to the City. The annexation agreement shall address, at a minimum, provisions for connection to and extension of public facilities and services to the annexed property. Connection to public facilities and services shall be at the discretion of the City, unless otherwise required by the Oregon Revised Statutes. Where public facilities and services are available and can be extended, the applicant shall be required to do so. The annexation agreement shall also describe a process and timeframe for compliance with the McMinnville Comprehensive Plan. The annexation agreement can also have additional requirements for annexation into the city at the discretion of the City Council that responds to the overall future growth and development needs of the community.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

16.30.040 Review Process.

A. ***Annexation Application Submittal. The applicant must submit an annexation application consistent with the requirements of Section 16.20.020.***

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

B. The property owner will sign an annexation agreement to be considered for approval by the City Council either concurrently with or after the annexation application.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

C. The City Council will approve an annexation agreement that establishes the expectations of the city for the annexation to be successful.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

D. The property owner will initiate and complete the land-use process as described in the annexation agreement to rezone the property into a city urban zone which will become effective upon annexation. This process shall be a quasi-judicial land-use process that will need to be concluded prior to annexation.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

E. The City Council will undertake a legislative review process to determine whether to approve the annexation. The burden is on the applicant to prove compliance with the requirements of this Title and to provide applicable findings.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

F***. The City Council may annex properties where urban services are not and cannot practically be made available within the three-year time frame noted in subsection (b) of this section, but where annexation is needed to address a health hazard, to annex an island, to address sanitary sewer, stormwater, or water connection issues for existing development, to address specific legal or contract issues, to annex property where the timing and provision of adequate services in relation to development is or will be addressed through legislatively adopted specific area plans or similar plans, or to address similar***

situations. In these cases, absent a specific legal or contractual constraint, the city council shall apply an interim zone, such as a limited-use overlay, that would limit development of the property until such time as the services become available.

Response: Not applicable because the subject property is not subject to MMC 17.10.060.

Chapter 16.40: Properties Not Subject to MMC 17.10.060

16.40.010: Applicability.

This Chapter applies to all properties that are not subject to MMC 17.10.060.

Response: The subject property is not required to comply with MMC 17.10.060 and is required to comply with MMC 16.40.010.

16.40.020 Annexation Agreement.

Properties subject to this Chapter 16.30 must enter into an annexation agreement with the City. The City Council may adopt by resolution an annexation agreement with the owner(s) of property that is proposed for annexation to the City. The annexation agreement shall address, at a minimum, provisions for connection to and extension of public facilities and services to the annexed property. Connection to public facilities and services shall be at the discretion of the City, unless otherwise required by the Oregon Revised Statutes. Where public facilities and services are available and can be extended, the applicant shall be required to do so. The annexation agreement shall also describe a process and timeframe for compliance with the McMinnville Comprehensive Plan. The annexation agreement can also have additional requirements for annexation into the city at the discretion of the City Council that responds to the overall future growth and development needs of the community.

Response: The Property Owner and Applicant acknowledge that an Annexation Agreement is required, and that approval of an Annexation Agreement requires review and approval by the City Council with adoption by a Resolution.

NE Hembree Street and NE McDonald Lane fronting the subject property are under the jurisdiction of the City of McMinnville. The Applicant recognizes that improvements to NE McDonald Lane are likely to be required at the time development of the site is proposed.

An existing 8” sanitary sewer line is located in NE McDonald Lane as depicted in Exhibit 11. The subject site can be connected to this existing line. There is an 8” sanitary sewer line located in NE Maloney Drive which could also be connected to.

A public storm line storm is located in NE McDonald Lane extending north from NE Grandhaven Street to the southeast corner of the subject property as a 10” line that transitions to a 12” line and connects to two catch basins on he west and east sides of the street. A second storm line is located approximately midpoint on the property frontage of NE McDonald Lane and extends north. At a manhole the line extends southeast through an easement at the Grandhaven Elementary School site. The line is 12” from NE Samson Street south to the midpoint of the subject property frontage. There is a 12” storm line in NE Hembree Street. (Exhibit 12).

A 10” cast iron (CI) and ductile iron (DI) line is located in NE McDonald Lane along the property frontage. An 8” ductile iron is located in NE Maloney Drive and NE Mohan Drive respectively. A 12” ductile iron line is located in NE Hembree Street (Exhibit 13).

16.40.030 Review Process.

A. Annexation Application Submittal. The applicant must submit an annexation application consistent with the requirements of section 16.20.020.

Response: An annexation application is included as Exhibit 2.

B. The property owner will sign an annexation agreement to be considered for approval by the City Council either concurrently with or after the annexation application.

Response: The Property Owner and Applicant acknowledge the requirement to enter into an Annexation Agreement that is required to be approved by the City Council by a Resolution.

C. The City Council will approve an annexation agreement that establishes the expectations of the city for the annexation to be successful.

Response: The Property Owner and Applicant acknowledge the requirement to enter into an Annexation Agreement that is required to be approved by the City Council by a Resolution.

D. The property owner will initiate and complete the land-use process as described in the annexation agreement to rezone the property into a city urban zone which will become effective upon annexation. This process shall be a quasi-judicial land-use process that will need to be concluded prior to annexation.

Response: The Property Owner and Applicant acknowledge the requirement to enter into an Annexation Agreement that is required to be approved by the City Council and there is a subsequent land use process to rezone the subject property that would be included in the Annexation Agreement. The zoning designation that will be requested through the zone change process is R-4. The R-4 zone would be compatible with property in the area which is zoned R-4 to the north, R-3 to the south, R-2 to the west (the already annexed portion of the property), and R-2 to the east. Per the City's Comprehensive Plan dispersing a variety of residential zones to create a mixed residential development pattern with an R-4 Zone. It is acknowledged that the zone change process will be a quasi-judicial land use process. It is understood that after entering into an Annexation Agreement the zone change process will be initiated and that the City Council will consider the Annexation Ordinance and Zone Change ordinance at a later date, but likely at the same City Council meeting.

E. The City Council will undertake a legislative review process to determine whether to approve the annexation. The burden is on the applicant to prove compliance with the requirements of this Title and to provide applicable findings.

Response: The Property Owner and Applicant acknowledge that the City Council will undertake a legislative review process to consider the annexation request. Findings have been prepared to address the annexation requirements.

F. The City Council may annex properties where urban services are not and cannot practically be made available within the three-year time frame noted in subsection (b) of this section, but where annexation is needed to address a health hazard, to annex an island, to address sanitary sewer, stormwater, or water connection issues for existing development, to address specific legal or contract issues, to annex property where the timing and provision of adequate services in relation to development is or will be addressed through legislatively adopted specific area plans or similar plans, or to address similar situations. In these cases, absent a specific legal or contractual constraint, the city council shall apply an interim zone, such as a limited-use overlay, that would limit development of the property until such time as the services become available.

Response: As noted in MMC 16.40.020(B) above, urban services are adjacent to the subject property and are available to be extended and connected to within the three-year time frame. The annexation is not addressing a health hazard situation, is an island annexation, not an annexation to respond to sanitary sewer, stormwater, or water connection issues for existing development, to address specific legal or contract issues, to annex property where the timing and provision of adequate services in relation to development is or will be addressed through legislatively adopted specific area plans or similar plans, or to address similar situations. No interim zone designation is being requested or sought by the Property Owner and Applicant.

EXHIBIT 1
TITLE REPORT

Preliminary Report

Fidelity National Title - Oregon

File No.: 45142403592

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

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Effortless, Efficient, Compliant, and Accessible

Fidelity National Title
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Tara Waterman

900 SW 5th Avenue, Portland, OR 97204
(503)222-2424 FAX (503)227-2274

PRELIMINARY REPORT

ESCROW OFFICER: Lori Medak
Lori.Medak@fnf.com
503-222-2424

ORDER NO.: 45142403592
Supplement 1: Eff Date/Buyer/Sale Price

TITLE OFFICER: Deborah Clark

TO: Fidelity National Title Company of Oregon
900 SW 5th Avenue
Portland, OR 97204

ESCROW LICENSE NO.: 901000243
OWNER/SELLER: Yamhill Soil and Water Conservation District
BUYER/BORROWER: Cory Redding and Philip Higgins and/or assigns
PROPERTY ADDRESS: 3210 NE Hembree Street, McMinnville, OR 97128

EFFECTIVE DATE: September 19, 2024, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	AMOUNT	PREMIUM
ALTA Owner's Policy 2021 **Owner's Standard**	$ 1,300,000.00	$ 2,550.00
OTIRO Endorsement No. 110		$ 0.00
ALTA Loan Policy 2021 **Extended Lender's** **Proposed Insured:**	$ TBD	$ TBD
Government Lien Search		$ 25.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Yamhill Soil and Water Conservation District

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF MCMINNVILLE, COUNTY OF YAMHILL, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

A tract of land in Section 9, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

Beginning at the intersection of the East margin of a 40 foot wide road with the North line of Parcel 1 of Yamhill County Partition Plat 93-56, said intersection being North 20.00 feet, South 89°39' East 103.76 feet and North 605.18 feet from the Northeast corner of the John G. Baker Donation Land Claim No. 48; thence North 424.40 feet along said East margin to an iron rod; thence East 735.95 feet to an iron rod on the West line of GRANDHAVEN SUBDIVISION; thence South 00°06'32" East 424.40 feet along the West line of GRANDHAVEN SUBDIVISION to the Northeast corner of MALONEY'S FIRST ADDITION; thence West 736.75 feet along the North lines of MALONEY'S FIRST ADDITION, WITT ADDITION and Partition Plat 93-56 to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of McMinnville for street and roadway purposes by deed recorded January 19, 2010, as Instrument No. 201000868, Deed and Mortgage Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to the City of McMinnville for a perpetual right of way for roadway, pedestrian and public utility purposes, by deed recorded February 28, 2018, as Instrument No. 201802870, Deed and Mortgage Records.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.

3. Easements, or claims thereof, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

   Tax Account No.: 125162
   Tax Code No.: 40.0 (Split Code)
   Map No.: R4409CD 00100

7. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

   Tax Account No.: 642892
   Tax Code No.: 40.2 (Split Code)
   Map No.: R4409CD 00100

8. City Liens, if any, in favor of the City of McMinnville. None found as of September 25, 2024.

9. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	Percy Chegwyn and Winifred Chegwyn
Purpose:	Road purposes
Recording Date:	June 26, 1951
Recording No:	Book 162, Page 36
Affects:	East 20 feet

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	C. K. Knickerbocker and Usona H. Knickerbocker
Purpose:	Road purposes
Recording Date:	March 23, 1955
Recording No:	Book 176, Page 408
Affects:	East 20 feet

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	United States of America
Purpose:	Electric power transmission
Recording Date:	February 23, 1965
Recording No:	Film Volume 43, Page 515
Affects:	Reference is hereby made to said document for full particulars

13. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

14. The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:

- Certification, with supporting documentation, that the board or other governing authority of the governmental body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances and statutes.
- Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
- Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

15. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

16. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

    To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

17. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

    To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

18. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

ADDITIONAL REQUIREMENTS/NOTES:

A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

B. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Yamhill	$81.00	$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 W. Broadway, Suite 1450
Portland, OR. 97201

Please email your release to the following email address: or-ttc-yamhillrecording@ticortitle.com

C. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

D. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

E. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Cory Redding and Philip Higgins

F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

G. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

H. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1st through June 30th
Taxes become a lien on real property, but are not yet payable:	July 1st
Taxes become certified and payable (approximately on this date):	October 15th
First one third payment of taxes is due:	November 15th
Second one third payment of taxes is due:	February 15th
Final payment of taxes is due:	May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

I. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection;
   b. any governmental forfeiture, police, regulatory, or national security power
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed or agreed to by the Insured Claimant;
   b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer, or
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information);
- biometric data (*e.g.* fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that **Percy Charles Chegwyn** hereinafter referred to as **"GRANTOR,"** for the consideration hereinafter stated, does hereby GRANT, BARGAIN, SELL and CONVEY unto **Yamhill Soil and Water Conservation District (YSWCD)** hereinafter referred to as "GRANTEE," and unto Grantee's heirs, successors and assigns, all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Yamhill, State of Oregon, described as follows, to-wit:

A tract of land in Section 9, Township 4 South, Range 4 West, Yamhill County, Oregon, Yamhill County Deed Records, being more particularly described as follows:

Beginning at the intersection of the east margin of a 40' wide road with the north line of Parcel 1 of Yamhill County Partition Plat 93-56, said intersection being North 20.00 feet, South 89°39' East 103.76 feet and North 605.18 feet from the Northeast corner of the John G. Baker Donation Land Claim #48; thence North 424.40 feet along said east margin to an iron rod; thence East 735.95 feet to an iron rod on the west line of GRANDHAVEN SUBDIVISION; thence South 00°06'32" East 424.40 feet along the west line of GRANDHAVEN SUBDIVISION to the northeast corner of MALONEY'S FIRST ADDITION; thence West 736.75 feet along the north lines of MALONEY'S FIRST ADDITION, WITT ADDITION and Partition Plat 93-56 to the point of beginning.

SUBJECT TO: All liens, encumbrances, easements and restrictions of record.

To have and to hold the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration for this transfer stated in terms of dollars is none, however the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

AFTER RECORDING RETURN TO:
TIM STIEBER
2200 SW SECOND ST
MCMINNVILLE, OR 97128

Until a change is requested, all tax statements shall be sent to the following address:
No change results from this transfer.

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

$41.00

00299417200800077180040048

200807718 3:22:14 PM 5/02/2008

DMR-DDMR Cnt=1 Stn=3 SUSIE
$20.00 $10.00 $11.00

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 2nd day of May, 2008.

Percy Charles Chegwyn

Percy Charles Chegwyn

STATE OF OREGON)
) ss.
County of Yamhill)

This Bargain and Sale Deed was acknowledged before me on the 2ND day of MAY, 2008, by **Percy Charles Chegwyn** who acknowledged the foregoing to be his voluntary act and deed.

Before me:

OFFICIAL SEAL
LINDA M WILLIAMS
NOTARY PUBLIC-OREGON
COMMISSION NO. 400564
MY COMMISSION EXPIRES JANUARY 14, 2010

Linda M. Williams

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/14/2010

Matt Dunckel & Assoc.
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128
Phone: 503-472-7904
Fax: 503-472-0367
E-Mail: matt@dunckelassoc.com

Date: 21 Dec. 2007

CHEGWYN – Legal Description of TL 100 (6.97 Ac.)

A tract of land in Section 9, Township 4 South, Range 4 West, Yamhill County, Oregon, Yamhill County Deed Records, being more particularly described as follows:

Beginning at the intersection of the east margin of a 40′ wide road with the north line of Parcel 1 of Yamhill County Partition Plat 93-56, said intersection being North 20.00 feet, South 89°39′ East 103.76 feet and North 605.18 feet from the Northeast corner of the John G. Baker Donation Land Claim #48; thence North 424.40 feet along said east margin to an iron rod; thence East 735.95 feet to an iron rod on the west line of GRANDHAVEN SUBDIVISION; thence South 00°06′32″ East 424.40 feet along the west line of GRANDHAVEN SUBDIVISION to the northeast corner of MALONEY'S FIRST ADDITION; thence West 736.75 feet along the north lines of MALONEY'S FIRST ADDITION, WITT ADDITION and Partition Plat 93-56 to the point of beginning.

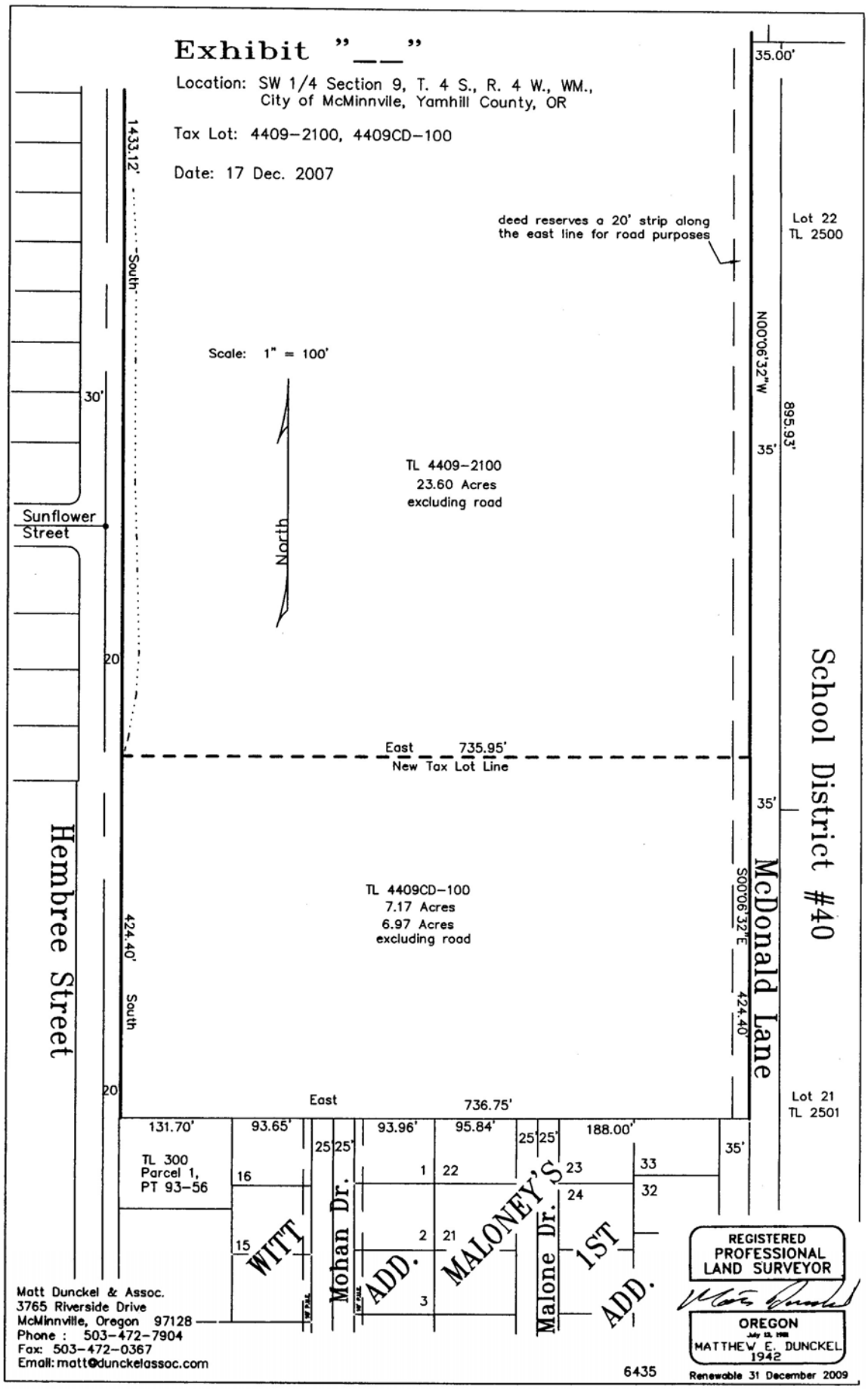
3/4

Exhibit "__"

Location: SW 1/4 Section 9, T. 4 S., R. 4 W., WM.,
City of McMinnville, Yamhill County, OR

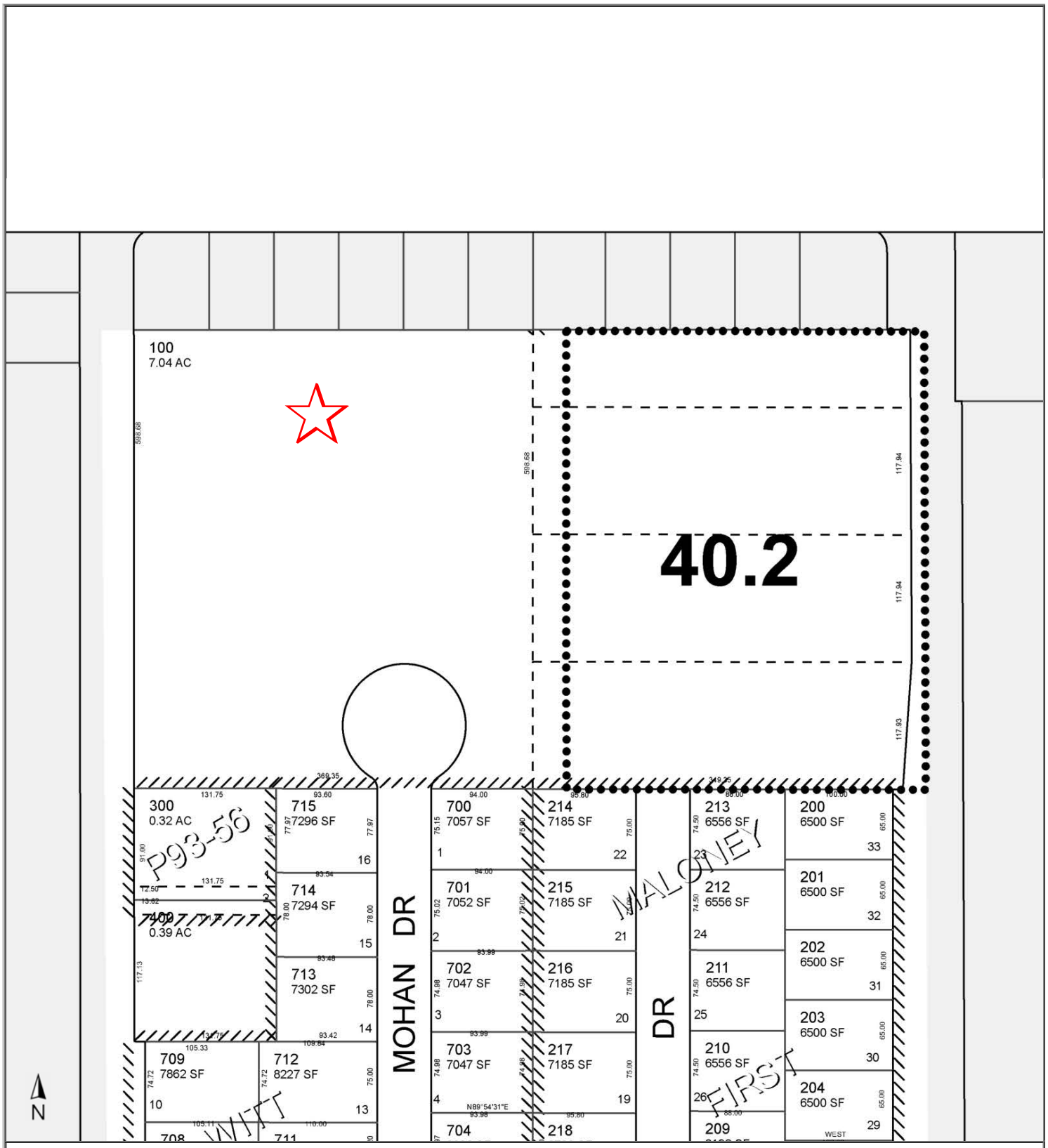
Tax Lot: 4409-2100, 4409CD-100

Date: 17 Dec. 2007



Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: matt@dunckelassoc.com

4/4



ParcelID: 125162

Tax Account #: R4409CD00100

3210 NE Hembree St, McMinnville OR 97128

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Yamhill County, Oregon
"In the heart of the Willamette Valley"

535 NE 5th Street
McMinnville, OR 97128
503-434-7521

Property Account Summary

5/2/2024

Click image above for more information

Account Number	125162	Property Address	3210 NE HEMBREE ST , MCMINNVILLE, OR 97128

General Information

Alternate Property #	R4409CD 00100
Property Description	See Metes & Bounds
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	40.0
Remarks	POTENTIAL ADDITIONAL TAX LIABILITY

Tax Rate

Description	Rate
Total Rate	

Property Characteristics

Neighborhood	Misc Exempt
Land Class Category	940 Exempt City Vacant
Account Acres	3.1300
Change Property Ratio	Exempt

Parties

Role	Name
Owner	YAMHILL SOIL AND WATER CONSERVATION DIST

Related Properties

Split Code 642892

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Assessed Value AVR	$700,874	$680,460	$660,641	$641,399	$563,400
Exempt Value EAR	$700,874	$680,460	$660,641	$641,399	$563,400
Taxable Value TVR					
Real Market Land MKLTL	$1,295,507	$1,295,507	$1,137,051	$841,911	$563,400
Real Market Buildings MKITL					
Real Market Total MKTTL	$1,295,507	$1,295,507	$1,137,051	$841,911	$563,400
M5 Market Land MKLND	$1,295,507	$1,295,507	$1,137,051	$841,911	$563,400
M5 Limit SAV M5SAV					
M5 Market Buildings MKIMP					
M50 MAV MAVMK	$700,874	$680,460	$660,641	$641,399	$641,399
Assessed Value Exception					
Market Value Exception					
SA Land (MAVUse Portion) SAVL					

Active Exemptions

307.090-Water Districts

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2023

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
No Receipts Found					

Sales History

Sale Date	Entry Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Other Parcels
05/02/2008	05/02/2008	2008-07718	$0.00	140995		X	No
12/28/2007	12/28/2007	2007-27176	$0.00	139616		X	No

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

Printable Version

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Version 4.0.3.0

Yamhill County, Oregon
"In the heart of the Willamette Valley"

535 NE 5th Street
McMinnville, OR 97128
503-434-7521

Property Account Summary

5/2/2024

Click image above for more information

Account Number	642892	Property Address	3210 NE HEMBREE ST , MCMINNVILLE, OR 97128

General Information

Alternate Property #	R4409CD 00100
Property Description	See Metes & Bounds
Property Category	Land &/or Buildings
Status	Active, Host Other Property, Locally Assessed, Use Assessed
Tax Code Area	40.2
Remarks	POTENTIAL ADDITIONAL TAX LIABILITY

Tax Rate

Description	Rate
Total Rate	

Property Characteristics

Neighborhood	Misc Exempt
Land Class Category	940 Exempt City Vacant
Account Acres	3.9100
Change Property Ratio	Exempt

Parties

Role	Name
Owner	YAMHILL SOIL AND WATER CONSERVATION DIST

Related Properties

125162 is Split Code this property

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Assessed Value AVR	$792,133	$769,061	$746,661	$724,914	$703,800
Exempt Value EAR	$792,133	$769,061	$746,661	$724,914	$703,800
Taxable Value TVR					
Real Market Land MKLTL	$1,618,349	$1,618,349	$1,420,406	$1,051,716	$703,800
Real Market Buildings MKITL					
Real Market Total MKTTL	$1,618,349	$1,618,349	$1,420,406	$1,051,716	$703,800
M5 Market Land MKLND	$1,618,349	$1,618,349	$1,420,406	$1,051,716	$703,800
M5 Limit SAV M5SAV					
M5 Market Buildings MKIMP					
M50 MAV MAVMK	$792,133	$769,061	$746,661	$724,914	$712,027
Assessed Value Exception					
Market Value Exception					
SA Land (MAVUse Portion) SAVL					

Active Exemptions

307.090-Water Districts

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2023

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
No Receipts Found					

Sales History

Sale Date	Entry Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Other Parcels
05/02/2008	05/02/2008	2008-07718	$0.00	140995		M	No
12/28/2007	12/28/2007	2007-27176	$0.00	139616		M	No

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

Printable Version

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Version 4.0.3.0

VOL 162 PAGE 36

KNOW ALL MEN BY THESE PRESENTS, That PERCY CHEGWYN and WINIFRED CHEGWYN, husband and wife

in consideration of * * * * * * * * * * * * Ten and no/100 * * * * * * * * * * * *Dollars,

to them *paid by* PERCY CHARLES CHEGWYN, a single man

do *hereby grant, bargain, sell and convey unto said* PERCY CHARLES CHEGWYN, a single man

his *heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the*

County of Yamhill *and State of Oregon, bounded and described as follows, to-wit:*

The following parcels of land in the James T. Hembree Donation Land Claim No. 46, in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County Oregon, described as follows:

PARCEL 1: Beginning on the East line of the County Road 103.98 feet East and 624.55 feet North of the Northeast corner of the John G. Baker Donation Land Claim No. 48; thence North along the East line of said County Road 589.68 feet; thence East 369.35 feet; thence South 589.68 feet; thence West 369.35 feet to the place of beginning. Reserving 20 feet off the East side of said premises for road purposes.

PARCEL 2: Beginning on the East line of the County Road 103.98 feet East and 1214.32 feet North of the Northeast corner of the John G. Baker Donation Land Claim No. 48; thence North along the East line of said County Road 589.68 feet; thence East 738.7 feet; thence South 589.68 feet; thence West 738.7 feet to place of beginning. Reserving 20 feet off the East side of said premeses for road purposes.

PARCEL 3: Beginning on the East line of the County Road 103.98 feet East and 1,804 feet North of the Northeast corner of the John G. Baker Donation Land Claim No. 48; thence North along the East line of said County Road 589.68 feet; thence East 738.7 feet; thence South 589.68 feet; thence West 738.7 feet to place of Beginning. Reserving 20 feet off the East side of the above described premises for road purposes.

PARCEL 4: Beginning at a point on the West line of a 40 foot roadway 1607.68 feet East and 1314.36 feet North of the Northeast corner of the John G. Baker Donation Land Claim; thence West 382.5 feet; thence North 113.88 feet; thence East 382.5 feet to the West line of said 40 foot roadway; thence South along West line of said roadway 113.88 feet to the place of beginning. - - - - - - -

Subject, however, to a mortgage executed by Percy Chegwyn and Winifred Chegwyn, husband and wife, to the Federal Land Bank of Spokane, dated April 3, 1951 and recorded May 21, 1951 in Book 128, Page ____, Mortgage Records, Instrument #28791, given to secure the payment of a note for $5800.00, dated April 3, 1951, with interest thereon.

TO HAVE AND TO HOLD, the above described and granted premises unto the said

PERCY CHARLES CHEGWYN, a single man

his *heirs and assigns forever.*

IN WITNESS WHEREOF, We *the grantor* s *above named hereunto set* our *hand* s *and seal* *this* 26th *day of* June *A. D. 1951*

EXECUTED IN THE PRESENCE OF

Percy Chegwyn (SEAL)

Winifred Chegwyn (SEAL)

(SEAL)

(SEAL)

DOCUMENTARY

DOCUMENTARY 50 10

STATE OF OREGON,
County of Yamhill } ss.

BE IT REMEMBERED, That on this 26th day of June 19 51, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PERCY CHEGWYN and WINIFRED CHEGWYN, husband and wife who are known to me to be the identical individual a described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Rollin F. Wood
Notary Public for Oregon.

My Commission Expires November 20, 1951

ROLLIN F. WOOD NOTARY PUBLIC STATE OF OREGON

29160

DEED
Bargain and Sale

PERCY CHEGWYN and WINIFRED CHEGWYN, husband and wife,

TO

PERCY CHARLES CHEGWYN,

a single man

STATE OF OREGON,
County of Yamhill } ss.
I certify that the within instrument was received for record on the 26 day of June A.D. 1951 at 3:32 o'clock P.M., and recorded in book 162 on page 36, Record of Deeds of said County.
WITNESS my hand and seal of County affixed.
Lee Heelig, County Clerk
By Dorothy L. Blackmarr Deputy.
County Clerk.
Recorder of Conveyances.

SEND: Percy Charles Chegwyn
Box 3 Box 3
McMinnville, Ore.

FORM No. 3—WARRANTY DEED.

VOL. 171 PAGE 103

KNOW ALL MEN BY THESE PRESENTS, That C. K. Knickerbocker and Usona H. Knickerbocker, husband and wife, - - - - - - - - - - - -

in consideration of TEN - *Dollars,*

to them paid by Percy Charles Chegwyn

do hereby grant, bargain, sell and convey unto said Percy Charles Chegwyn

heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Yamhill *and State of Oregon, bounded and described as follows, to-wit:*

PARCEL 1: The NORTH one-tenth of the following real property, a part of the James T. Hembree Donation Land Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon:

Beginning at a point on the West line of a 40 foot roadway at the South East corner of tract conveyed to Robert A.MacNab and wife by Deed recorded June 30, 1936 in Book 111, Page 417, Deed Records, which said point is also 1607.68 feet East and 1200.48 feet North of the North East corner of the John G. Baker Donation Land Claim #48 in said Township and Range; thence West 382.5 feet; thence North 1138.82 feet; thence East 382.5 feet to the West line of said 40 foot road; thence South along West line of road 1138.82 feet to the place of beginning.

PARCEL 2: The EAST 1/2 acre of the following described real property:

Part of the James T. Hembree Donation Land Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows: Beginning at a point 40 feet East of the North East corner of the tract conveyed to Lula A. Fuller by Deed recorded November 17, 1938 in Book 114, Page 585, Deed Records, said point also being 1647.68 feet East and 2339.30 feet North of the North East corner of John G. Baker Donation Land Claim #48 in said Township and Range; thence West 805 feet; thence North 141.95 feet; thence South 4° 10' East 805.1 feet to an iron pipe; thence South 177.5 feet to the place of beginning.

PARCEL 3: Part of the James T. Hembree Donation Land Claim Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows:

Beginning at a point 842.68 feet East and 1214.23 feet North of the North East corner of the John G. Baker Donation Land Claim #48 in said Township and Range; thence South 117.93 feet; thence West 369.35 feet; thence North 117.93 feet; thence East 369.35 feet to the place of beginning. Reserving 20 feet off the East end of the above described premises for road purposes.

PARCEL 4: Part of the James T. Hembree Donation Land Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at a point 842.68 feet East and 1096.30 feet North of the North East corner of the John G. Baker Donation Land Claim #48 in said Township and Range; thence South 117.94 feet; thence West 369.35 feet; thence North 117.94 feet; thence East 369.35 feet to the place of beginning. Reserving 20 feet off of the East end of the above described premises for road purposes.

PARCEL 5: Being a part of the Donation Land Claim of James T. Hembree and wife, Notification #1215, Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon, said part being more particularly described as follows, to-wit:

Beginning at a point 842.68 feet East and 860.42 feet North of the Northeast corner of the John G. Baker Donation Land Claim #48 in said Township and Range, and running thence South 117.94 feet; thence West 369.35 feet; thence North 117.94 feet; thence East 369.35 feet to the place of beginning. Reserving 20 feet off the East end of said premises for road purposes.

PARCEL 6: Being a part of the Donation Land Claim of James T. Hembree and wife, Notification #1215, Claim #46 in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon, said part being more particularly described as follows, to-wit:

Beginning at a point 842.68 feet East and 742.48 feet North of the Northeast corner of the John G. Baker Donation Land Claim #48 in said Township and Range, and running thence South 117.93 feet; thence West 369.35 feet; thence North 117.93 feet; thence East 369.35 feet to the place of beginning.

Reserving 20 feet off the East end of the above premises for road purposes.

To Have and to Hold the above described and granted premises unto the said Percy Charles Cherwyn

heirs and assigns forever.

And C. K. Knickerbocker and Usona H. Knickerbocker, *the grantor*s *above named do* covenant to and with the above named grantee *heirs and assigns that* they are *lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances,*

and that they *will and* their *heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,*

Witness our *hand*s *and seal*s *this* 21st *day of* March, *19* 55.

Executed in the Presence of

E G Stassens

C K Knickerbocker (SEAL)

Usona H. Knickerbocker (SEAL)

(SEAL)

(SEAL)

DOCUMENTARY UNITED STATES INTERNAL REVENUE 2.20 TWO DOLLARS TWENTY CENTS

STATE OF OREGON,
County of Multnomah } ss.

BE IT REMEMBERED, That on this 21st day of March, 1955, before me, the undersigned, a Notary Public - - -

Tract No. WCT-R-10
WCT-R-12
WCT-R-12AE

VOL 43 PAGE 515

TRANSMISSION LINE EASEMENT

The GRANTOR, PERCY CHARLES CHEGWYN, a single man, for and in consideration of the sum of THREE THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS ($3,499.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol one or more lines of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcels of land in the County of Yamhill, in the State of Oregon, to-wit:

Tracts No. WCT-R-10 and 12

That portion of a strip of land 60 feet in width which lies within the east half of that part of the James T. Hembree Donation Land Claim No. 46, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, described as beginning at a point 111.81 feet North and 1938.30 feet West of the northwest corner of the Madison Malone Donation Land Claim No. 49, said Township and Range; thence S. 0° 30' E. 311.23 feet to a stake; thence East 719 feet; thence North 285.53 feet to a stake; thence N. 89° 16' W. 145.09 feet to a stake; thence North 16.50 feet to the southwest corner of the F. W. Wallace land; thence N. 89° 16' W. 573.33 feet to the point of beginning; and that portion of said strip which lies within those parts of the said James T. Hembree Donation Land Claim No. 46 described as beginning at a point 40 feet East of the northeast corner of a tract of land described in Volume 111 of Deeds, page 154, records of said county, said point of beginning also being 1647.68 feet East of a point 2339.30 feet North of the northeast corner of the John G. Baker Donation Land Claim No. 48; thence West 805 feet; thence North 141.95 feet; thence S. 89° 10' E. 805.1 feet to an iron pipe; thence South 130.25 feet to the point of beginning; also beginning in the east line of the county road 103.98 feet East of a point 2393.68 feet North of the northeast corner of said DLC No. 48; thence along said east line North 98.40 feet to the northwest corner of the Stout-Burdett lands; thence S. 89° 10' E. 738.8 feet; thence South 87.66 feet; thence West 738.7 feet to the point of beginning. The boundaries of said 60-foot strip lie 30 feet from, on each side of, and parallel with the survey line of the United States of America for its Bonneville Power Administration's Walnut City Tap to the Keeler-McMinnville transmission line as now located and staked on the ground over, across, upon, or adjacent to the above-described property, which survey line is particularly described as follows:

3.85
T R S

Beginning at a point in the west line of the Joseph R. Young Donation Land Claim No. 68, Township 4 South, Range 4 West, Willamette Meridian, S. 2° 52' 00" W. 477.9 feet from the northwest corner of said DLC No. 68, which point is designated as survey station 51+77.0; thence N. 87° 20' 00" W. 2691.8 feet to a point in the east line of the James T. Hembree Donation Land Claim No. 46, said Township and Range, N. 1° 00' 50" E. 72.7 feet from the northwest corner of the Madison Malone Donation Land Claim No. 49, said Township and Range, which point is designated as survey station 78+68.8; thence N. 87° 20' 00" W. 1121.2 feet to survey station 89+90.0; thence N. 84° 15' 30" W. 299.4 feet to survey station 92+89.4; thence N. 87° 19' 00" W. 1977.8 feet to survey station 112+67.2; thence N. 2° 34' 40" W.

1932.8 feet to survey station 132+00.0; thence N. 88° 43' 40" W. 649.7 feet to a point in the west line of the James T. Hembree Donation Land Claim No. 46, said Township and Range, N. 3° 32' 30" E. 2.7 feet from the northeast corner of the George W. Burnett Donation Land Claim No. 66, said Township and Range, which point is designated as survey station 138+49.7.

Tract No. WCT-R-12AE

Also the right in perpetuity to construct, maintain, improve and replace one anchor with guys extending in a southerly direction from the angle structure at survey station 112+67.2 in the James T. Hembree Donation Land Claim No. 46, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon; said anchor to extend not more than 30 feet outside the right of way for the Walnut City Tap to Keeler-McMinnville transmission line;

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The above-stated consideration includes payment in full for all of the buildings on said right of way, including fixtures usually included in dwellings, but not including the henhouse, size 16.3 x 24.6 x 8, which must be removed from said right of way by the Grantor, at his expense, by February 6, 1965.

Orchard trees may remain on the right of way except where they interfere with structure locations, and provided they are kept topped, by the owner, to a height not to exceed eighteen feet. Any trees exceeding the limitation may be removed by the United States of America without further compensation, by giving ninety days written notice to the owner thereof of its intention.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

Except as hereinabove expressly provided, the Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on the date hereof shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 6th day of February, 1965.

78849

Percy Charles Chegwyn

Percy Charles Chegwyn

STATE OF OREGON, }
County of Yamhill, } ss.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page ..... of Volume ..... of the Records of Deeds for said County, on this 23 day of Feb A. D. 19 65 at 11:41 o'clock, A.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

3 50

JACK BEELER, County Clerk

By Helen V. Turley

Deputy

VOL. 43 PAGE 517

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
) ss:
COUNTY OF Jackson)

On the 6th day of February, 1965, personally came before me, a notary public in and for said County and State, the within-named PERCY CHARLES CHEGWYN, a single man,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires:
5/5/67

~~STATE OF)~~
~~) ss:~~
~~COUNTY OF)~~

~~On the day of , 19 , personally came before me, a notary public in and for said County and State, the within-named~~

~~to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.~~

~~GIVEN under my hand and official seal the day and year last above written.~~

~~(SEAL)~~

~~*Notary Public in and for the*~~
~~*State of*~~
~~*Residing at*~~

~~*My commission expires:*~~

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the day of , 19 , at M., and recorded in book on page , records of of said County.

Witness my hand and seal of County affixed.

By _____
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

dec 2-1-65

BPA 177
Rev. 5-2-61

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

00341201201000008680050050 $61.00

201000868 4:19:15 PM 1/19/2010

DMR-DDMR Cnt=1 Stn=3 SUSIE
$25.00 $10.00 $11.00 $15.00

STREET DEED

KNOW ALL MEN BY THESE PRESENTS, That YAMHILL SOIL AND WATER CONSERVATION DISTRICT, Grantor, grants, conveys and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, Grantee, as and for street and roadway purposes, the real premises described on the attached Exhibit "A" and Exhibit "B", and as shown on the attached Exhibit "C" drawing.

The true and actual consideration for this conveyance is $0.00.

TO HAVE AND TO HOLD the above-described and granted premises unto the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, its successors and assigns as street and roadway forever.

The Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the above described premises, free from all encumbrances, and that Grantor will and Grantors heirs and assigns shall warrant and defend the above-granted premises and every part or parcel thereof against the lawful claims of any persons whomsoever.

This instrument will not allow use of the property described in this instrument in violation of applicable land laws and regulations. Before signing or accepting this instrument the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

IN WITNESS WHEREOF, The Grantor above named has hereunto set their hand and seal this 29th day of July 2009.

T. Shotwell Executive Director

YAMHILL SOIL AND WATER CONSERVATION DISTRICT

AFTER RECORDING RETURN TO: City of McMinnville
231 NE 5th Street
McMinnville, Or 97128

SEND TAX STATEMENTS TO: N/A

State of Oregon)
) ss.
County of Yamhill)

BE IT REMEMBERED That on this 29th day of July, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Tim Stieber, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year last above written.

(NOTARY SEAL)

OFFICIAL SEAL
LORIE I ATKINSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 435357
MY COMMISSION EXPIRES FEBRUARY 4, 2013

Lorie I. Atkinson
Notary Public for Oregon
My Commission Expires: 2-4-2013

The City of McMinnville has received the contents of the above legal document and hereby accepts it.

(CORPORATE SEAL)

CITY OF MCMINNVILLE CORPORATE SEAL OCT 21 1882 OREGON

By: Jay Pearson Park & Recreation Dir.

Title:

AFTER RECORDING RETURN TO: City of McMinnville
231 NE 5th Street
McMinnville, Or 97128

SEND TAX STATEMENTS TO: N/A

EXHIBIT "A"

EXPIRES 31 DECEMBER 2010

Leland MacDonald & Assoc.
3765 Riverside Drive
McMinnville, OR 97128
Phone: 472-7904
Fax: 472-0367

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 16, 2002
Leland A. MacDonald
53226

15 July 2009

Dedication Descriptions for: YAMHILL SOIL AND WATER CONSERVATION DISTRICT

DEDICATION #1

A 10.00 foot wide strip of land located in Section 9, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said tract being a portion of that tract of land described in deed to YAMHILL SOIL AND WATER CONSERVATION DISTRICT (YSWCD), recorded in Instrument No. 200807718, Yamhill County Deed Records, said strip of land being more particularly described as follows:

The west 10.00 feet of said YSWCD tract, the west line of which is coincident with the east margin of NORTH HEMBREE STREET, said margin lying parallel to and 20.00 feet distant from, when measured at right angles to, the centerline thereof, shown as DEDICATION #1 on the attached Exhibit "C".

EXHIBIT "B"

EXPIRES 31 DECEMBER 2010

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 16, 2002
Leland A. MacDonald
53226

Leland MacDonald & Assoc.
3765 Riverside Drive
McMinnville, OR 97128
Phone: 472-7904
Fax: 472-0367

15 July 2009

DEDICATION #2

A tract of land located in Section 9, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said tract being a portion of that land described in deed to YAMHILL SOIL AND WATER CONSERVATION DISTRICT (YSWCD), recorded in Instrument No. 200807718, Yamhill County Deed Records, the perimeter of said tract being more particularly described as follows:

Commencing at the southwest corner of said YSWCD tract; thence South 89°57'44" East 224.07 feet along the north lines of Yamhill County Partition Plat 1993-56 and WITT ADDITION to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave to the southwest and having a radius of 13.00 feet; thence northwesterly 12.63 feet along said curve, the chord of which bears North 29°20'12" West 12.14 feet, to the beginning of a curve concave to the south and having a radius of 57.00 feet; thence northerly and easterly and southerly 292.72 feet along said curve, the chord of which bears North 89°56'47" East 61.89 feet, to the beginning of a curve concave to the southeast and having a radius of 13.00 feet; thence southwesterly 12.71 feet along said curve, the chord of which bears South 29°03'12" West 12.21 feet, to a point on the north line of said WITT ADDITION; thence North 89°57'44" West 50.01 feet along said north line to the POINT OF BEGINNING shown as DEDICATION #2 on the attached Exhibit "C".

END OF DESCRIPTION

DEDICATION MAP for:

YAMHILL SOIL AND WATER CONSERVATION DISTRICT

LOCATION: SW 1/4 SEC. 9, T. 4 S., R. 4 W., W.M.
A PORTION OF THE JAMES T. HEMBREE DLC #46
CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON

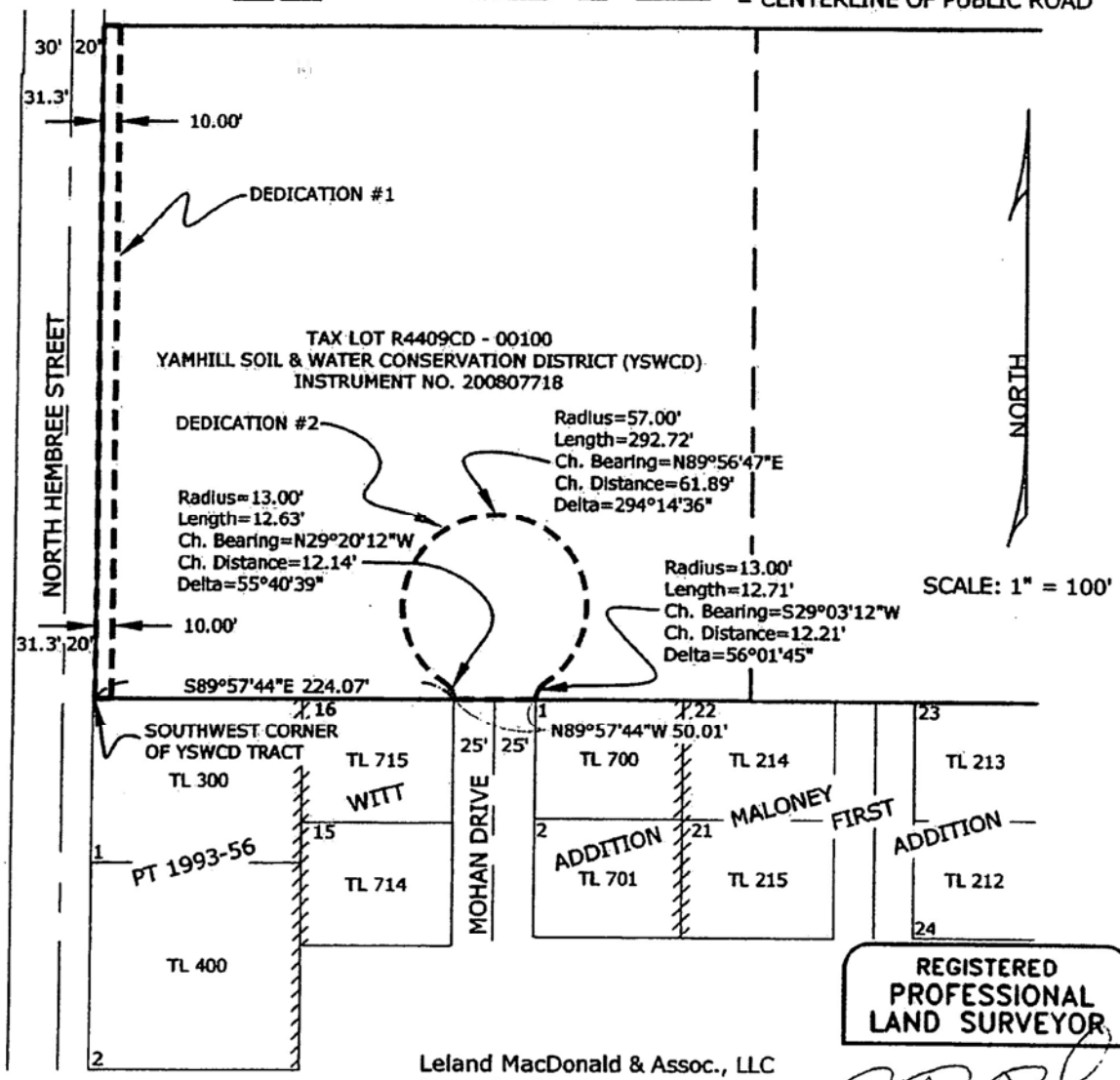
TAX LOT: R4409CD - 00100

DATE: 14 JUNE 2009

Exhibit "C"

Legend

- = AREA OF DEDICATION
- = EXISTING PROPERTY LINE
- = CENTERLINE OF PUBLIC ROAD



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226
Renewable 31 December 2010

Leland MacDonald & Assoc., LLC
formerly dba Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-472-7904
Fax: 503-472-0367
Email: lee@macdonaldsurveying.com

#6700

PAGE 5 OF 5

GRANTOR: Yamhill Soil & Water Conservation District
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: $ 0.00

After recording return to:
City of McMinnville
231 NE 5th Street
McMinnville OR 97128

Until a change is requested, all tax statements shall be sent to the following address: N/A

OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK

201802870

00531517201800028700040045

$56.00

02/28/2018 09:23:37 AM

DMR-DDMR Cnt=1 Stn=2 MILLSA
$20.00 $5.00 $11.00 $20.00

DEDICATION DEED

YAMHILL SOIL & WATER CONSERVATION DISTRICT, GRANTOR, conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is $ 0.00 .

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

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

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

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

IN WITNESS WHEREOF, the Grantor above named has hereunto sit their hand this 13 day of Feb, 2018.

By: Barbara Boyer BBoyer

Title: Chair, Yamhill SWCD

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on February 13, 2018

By Barbara Boyer as Chair of the Yamhill Soil & Water Conservation District.

OFFICIAL STAMP
LINDSAY NICHOLE ARELLANES
NOTARY PUBLIC-OREGON
COMMISSION NO. 968506
MY COMMISSION EXPIRES NOVEMBER 13, 2021

Notary Public for Oregon
My Commission Expires: NOV. 13, 2021

APPROVAL OF CONVEYANCE (ORS 93.808)
The City of McMinnville has received the contents of the above legal document and hereby accepts it.

By:

Title: City Manager

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on February 13, 2018

By Jeff Towery as City Manager of the City of McMinnville.

OFFICIAL STAMP
ERICA LYNN THOMAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 957053
MY COMMISSION EXPIRES DECEMBER 11, 2020

Notary Public for Oregon
My Commission Expires: Dec. 11, 2020

EXHIBIT "A"

Leland MacDonald & Assoc., LLC
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128
Phone: 472-7904
Fax: 472-0367

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 16, 2002
Leland A. MacDonald
53226
EXPIRES 12/31/2018

12 February 2018

Description of real property for: YAMHILL SOIL & WATER CONSERVATION DISTRICT – ROADWAY DEDICATION

(Tax lot 4409CD-100)

A tract of land located in Section 9, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

Commencing at an iron rod marking the northeast corner of Lot 33 of MALONEY 1st ADDITION, being a point on the south line of that tract of land described in deed from Percy Chegwyn to the Yamhill Soil and Water Conservation District (YSWCD) in Instrument No. 200807718 Deed Records of Yamhill County, Oregon; thence North 89°53'28" East 19.09 feet to the POINT OF BEGINNING; thence North 04°07'56" East 120.43 feet to a point that is 7.00 feet westerly from, when measured at right angles to the centerline of McDonald Lane as dedicated in the plat of GRANDHAVEN SUBDIVISION; thence North 00°06'32" West 304.30 feet parallel with and 7.00 feet westerly therefrom, to a point on the south line of Parcel 2 of Partition 2015-10; thence EAST 7.00 feet to an iron rod marking the southeast corner of said Parcel 2, being a point on said centerline; thence South 00°06'32" East 424.39 feet along said centerline to an iron rod marking the southeast corner of said YSWCD tract; thence South 89°53'28" West 15.91 feet along the south line of said tract to the POINT OF BEGINNING, containing 3,506 square feet, more or less.

End Description

BY:
LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3765 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE: 503-472-7904
FAX: 503-472-0367
EMAIL: LEE@MACDONALDSURVEYING.COM

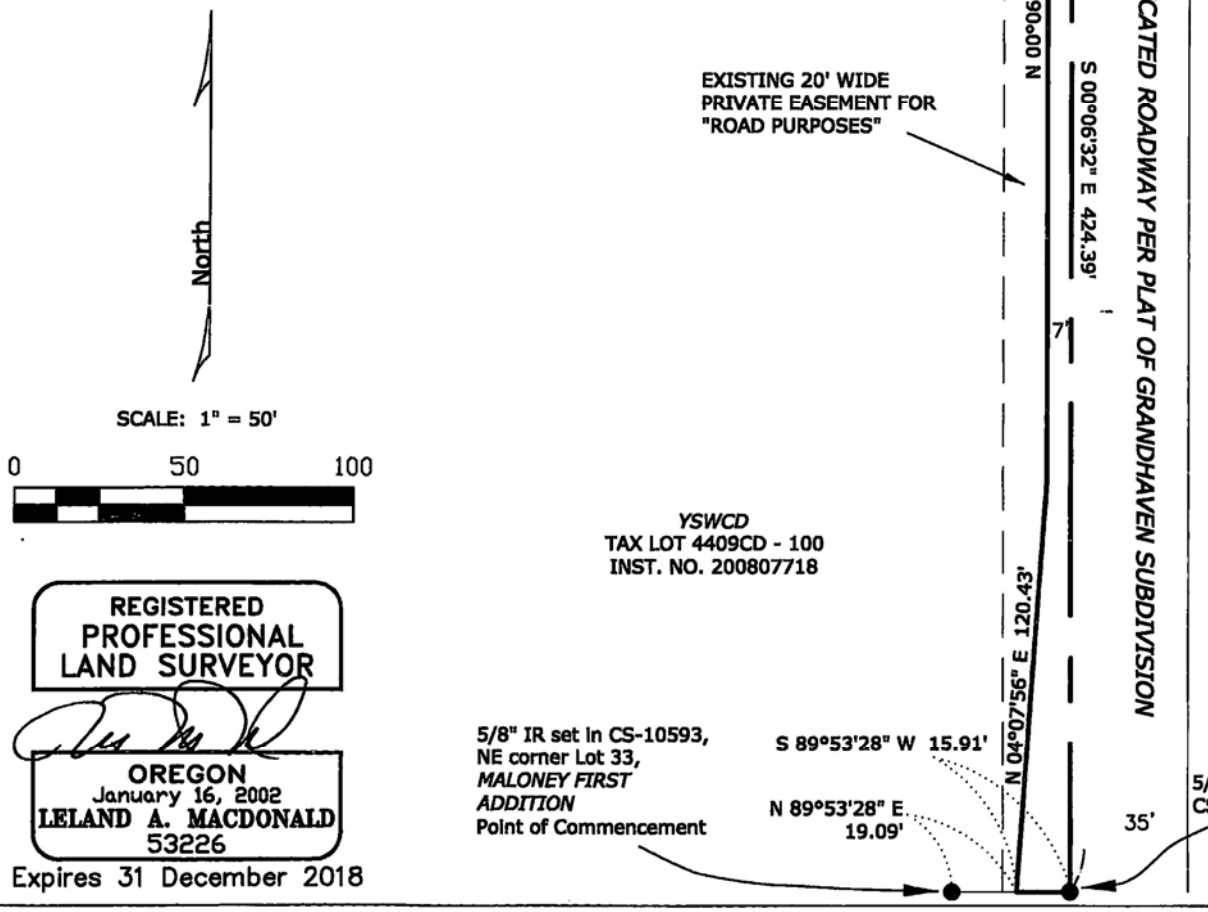
MCDONALD LANE ROADWAY DEDICATION

Exhibit "B" for :

YAMHILL SOIL & WATER CONSERVATION DISTRICT

Location: NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE NW 1/4 Section 9 T. 4 S., R. 4 W., WM., Yamhill County, OR

Date: 5 FEBRUARY 2017



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226

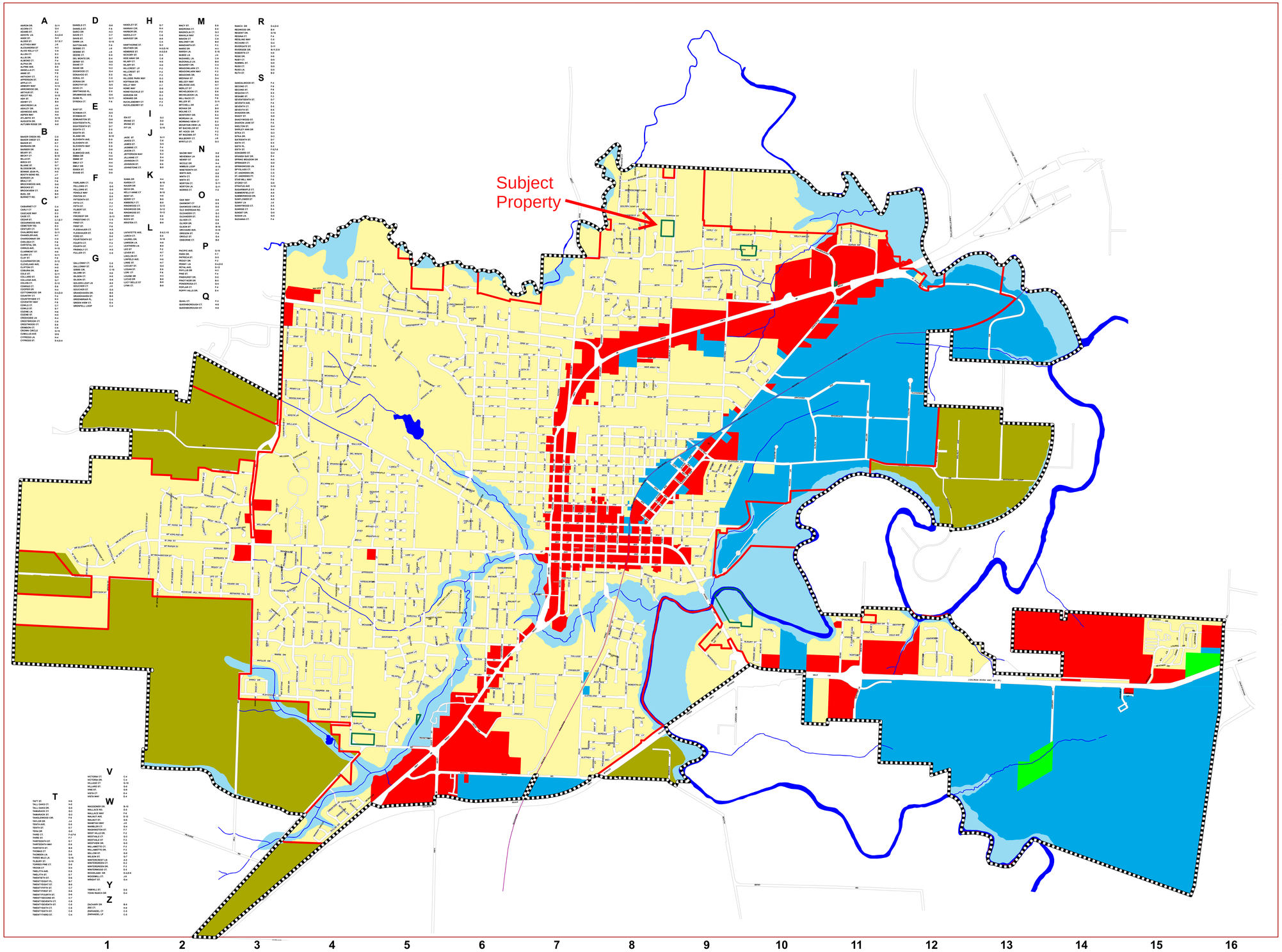
Expires 31 December 2018

EXHIBIT 2
ANNEXATION APPLICATION

EXHIBIT 3
COMPREHENSIVE PLAN MAP

City of McMinnville Comprehensive Plan

EXHIBIT 3



Legend

Comprehensive Plan

- Residential
- Urban Holding
- Commercial
- Industrial
- Mixed Use Urban
- Floodplain

Juristictions

- City
- County
- Urban Growth Boundary

City of McMinnville

N
W E
S

0 1,000 2,000 4,000 Feet

Last amended September 2022

Note:

This map is for pre-planning purposes only. For more detailed information, please call the McMinnville Planning Department at (503) 434-7311.

Planning Department
City of McMinnville
231 NE Fifth St
McMinnville, OR 97128
(503) 434-7311

EXHIBIT 4
PETITION FOR ANNEXATION

Petition for Annexation to the City of McMinnville, Oregon

To: The Council of the City of McMinnville, Oregon

We, the undersigned property owners of the area described below, hereby petition for, and give our consent to annexation of the area described herein to the City of McMinnville.

The property to be annexed is described in full in the attached document "Legal Description of Property."

2200 SW 2nd McMinnville OR 97128
Owner Address

Yamhill Soil & Water Conservation District - Board Chair
Owner Name (printed) Owner Signature

****

Owner Address

Owner Name (printed) Owner Signature

****

Owner Address

Owner Name (printed) Owner Signature

****

Owner Address

Owner Name (printed) Owner Signature

****

Owner Address

Owner Name (printed) Owner Signature

****

EXHIBIT 5
VERIFICATION OF PROPERTY OWNERS

Verification of Property Owners

See Exhibit 1 for Title Report and verification of property ownership.

EXHIBIT 6
CERTIFICATE OF ELECTORS

Certificate of Electors

WHEREAS: The undersigned
Yamhill Soil & Water conservation District (SWCD)
Barbara Boyer - Board chair

as

owner(s) of certain property certify that there is no residential structures or inhabitants residing at the property requested to be annexed at 3210 NE Hembree Street, Section 9, T.M. 4.4.09CD T. 4S, R. 4W, W.M. T.L. 100 Yamhill County, Oregon as documented below.

Certificate of Electors

Site Looking NW NE McDonald Lane

Site Looking West from NE McDonald Lane

NOTARY PUBLIC - OREGON
COMMISSION NO. 1020628
MY COMMISSION EXPIRES JANUARY 17, 2026

Site Looking SW from NE McDonald Lane

IN WITNESS WHEREOF, Owner has caused these presents to be executed this 12 day of February, 2025.

Board Chair - Yamhill SWCD

STATE OF Oregon, County of Yamhill ss 02/12/2025.
month/day/year

Personally appeared the above named
Barbara Boyer

and acknowledged the foregoing instrument to be a voluntary act and deed.

Before me: Natasha M. Dillon
Notary Public for: Oregon
My commission expires:
Jan 17, 2026

OFFICIAL STAMP
NATASHA MARIE DILLON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1020628
MY COMMISSION EXPIRES JANUARY 17, 2026

OFFICIAL STAMP

Yamhill County Electors Certification

The Yamhill County Clerk certifies that the following individuals are registered voters at 3210 NE Hembree Street, Section 9, T.M. 4.4.09CD T. 4S, R. 4W, W.M. T.L. 100 Yamhill County, Oregon.

_____

_____

_____

_____

☑ No individuals are registered to vote at this address and/or tax lot.

County Certification:

Name

Yamhill County Clerk
Title

February 19, 2025
Date

EXHIBIT 7
ORS 195.305 WAIVER FORM

AFTER RECORDING RETURN TO:
City of McMinnville
Community Development Department 231 NE Fifth Street McMinnville, OR 97128

COVENANT OF WAIVER OF RIGHTS AND REMEDIES ORS 195.305

Recitals

1) The undersigned, and (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of McMinnville (hereinafter referred to as "City") to commence certain proceedings, relating to _Annexation_____, for the real property described in **Exhibit A** which is attached hereto and incorporated herein.

2) Pursuant to the enactment of Ballot Measure 49 (adopted November 6, 2007), (ORS 195.305) if a public entity enacts one or more land use regulations that restrict the residential use of private real property or a farming or forest practice and that reduce the fair market value of the property, then the owner of the property shall be entitled to just compensation from the public entity that enacted the land use regulation or regulations as provided in Measure 49 (ORS 195.305).

3) There is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances. City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably require the City to waive the City's land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings.

4) Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

NOW THEREFORE, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

1) As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Tax Lot 100 of Tax Map 4.4.09CD Yamhill County, Oregon_____, which may include designation of the property as subject to additional applicable overlay zones and districts, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of McMinnville, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not

limited to Ballot Measure 49 (2007) (ORS 195.305) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from City land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.

2) This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument, or a memorandum hereof, may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Covenant filed by the City of McMinnville.

3) If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of McMinnville at any time in the discretion of the City of McMinnville, and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.

4) This document is executed of my/our own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect my/our legal rights and remedies.

OWNER

Board Chair for Yamhill SWCD

OWNER

—

STATE OF OREGON)
) ss.
County of Yamhill)

This instrument was acknowledged before me on this 30th day of December, 2024, by Barbara Boyer and N/A

Notary Public for Oregon
My Commission expires: 1-5-2026

OFFICIAL STAMP
PEGGY LYNN HOWD
NOTARY PUBLIC - OREGON
COMMISSION NO. 1020150
MY COMMISSION EXPIRES JANUARY 05, 2026

CITY OF MCMINNVILLE

City Recorder

Dated: _____

APPROVED AS TO FORM:

City Attorney

Dated: _____

EXHIBIT 8
ORS 222.173 WAIVER FORM

WAIVER OF EXPIRATION OF ANNEXATION CONSENT
ORS 222.173 Waiver Form

WHEREAS: The undersigned
Yamhill Soil and Water Conservation District (SWCD)
Barbara Boyer - Board chair
as

owner(s) of certain property have signed a consent to annex that property to the City of McMinnville, Oregon, which consent is attached; and

WHEREAS: ORS 222.173 provides that "only statements of consent to annexation which are filed within any one-year period shall be effective, unless separate written agreement waiving the one-year period or prescribing some other period of time has been entered into between an owner of land or an elector and the city."; and

WHEREAS: The owner(s) desire that this consent to annex be valid until the property is annexed.

NOW, THEREFORE:

The undersigned do hereby request that the attached consent to annex be valid until the property is annexed to the City of McMinnville, Oregon.

In construing this consent, the singular includes the plural as circumstances may require.

IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this
December day of 30, 20 24

Board Chair - Yamhill SWCD

STATE OF Oregon, County of Yamhill ss 12/30/2024.
month/day/year

Personally appeared the above named Barbara Boyer

and acknowledged the foregoing instrument to be a voluntary act and deed.

OFFICIAL STAMP
PEGGY LYNN HOWD
NOTARY PUBLIC - OREGON
COMMISSION NO. 1020150
MY COMMISSION EXPIRES JANUARY 05, 2026

Before me: Howd
Notary Public for: Oregon
My commission expires: 1-5-2026

EXHIBIT 9
LEGAL DESCRIPTION AND MAP

Legal Description For:
Proposed Annexation Tract

A tract of land situated in the southwest one-quarter of Section 9, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the north line of that property described in Instrument No. 200807718, Yamhill County Deed Records, said point bears South 89°52’36” East 410.55 feet from the northwest corner of said property; and running thence:

South 89°52’36” East 325.49 feet along the north line of said property to the northeast corner thereof, said point being on the centerline of McDonald Lane;

thence South 00°00’41” West 424.32 feet along said centerline to the southeast corner of said property;

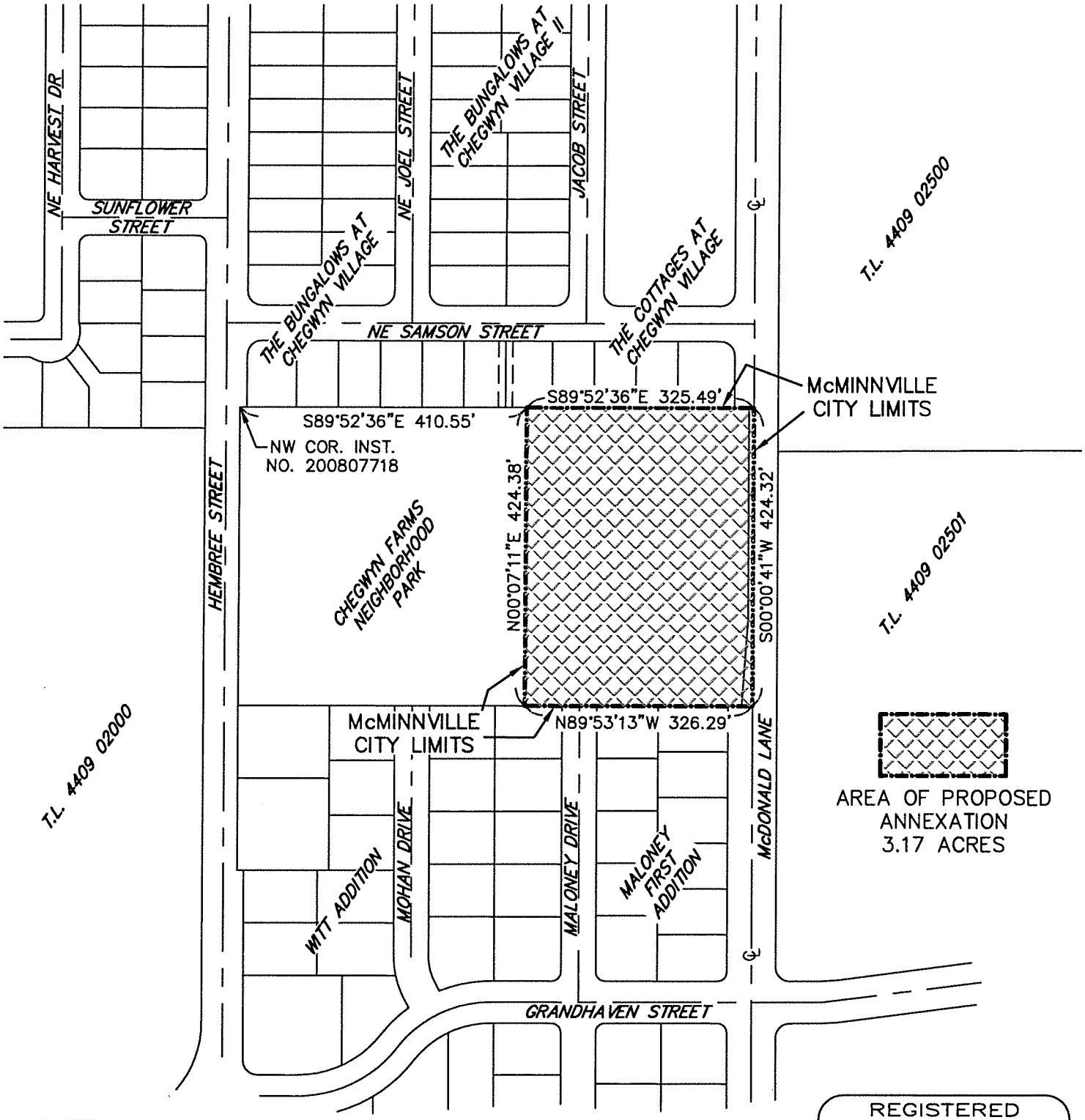
thence leaving said centerline, North 89°53’13” West 326.29 feet along the south line of said property;

thence leaving said south line, North 00°07’11” East 424.38 feet to the Point of Beginning, containing 3.17 acres of land, more or less.

Bearings are based on the Oregon Coordinate Reference System (OCRS) Salem Zone, referenced to NAD83 (2011), Epoch 2010.00.

MAP OF PROPOSED ANNEXATION

LOCATED IN THE SW 1/4 OF SECTION 9, T. 4 S., R. 4 W., W. M.,
YAMHILL COUNTY, OREGON



BARKER SURVEYING

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

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 19, 1994
GREGORY L. WILSON
2687

EXPIRES: 12/31/2026

EXHIBIT 10
SERVICE DISTRICTS

EXHIBIT 10
Districts Providing Services

1. City of McMinnville
2. McMinnville Water & Light
3. McMinnville Fire District
4. McMinnville Parks and Recreation
5. McMinnville School District

EXHIBIT 11
SANITARY SEWER SYSTEM MAP

EXHIBIT 11
SANITARY SEWER SYSTEM MAP

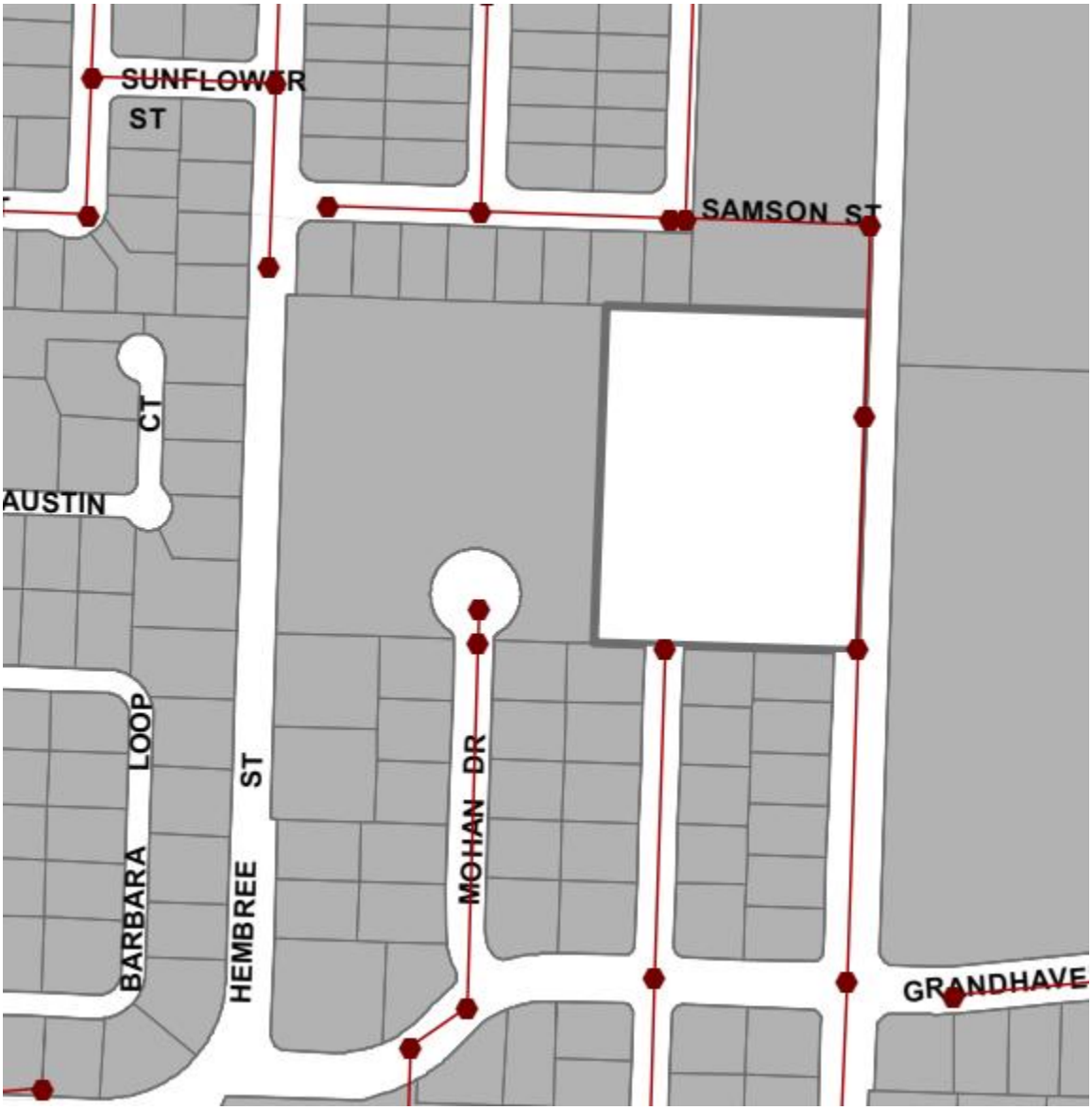


EXHIBIT 12
STORMWATER SYSTEM MAP

EXHIBIT 12

STORMWATER SYSTEM MAP

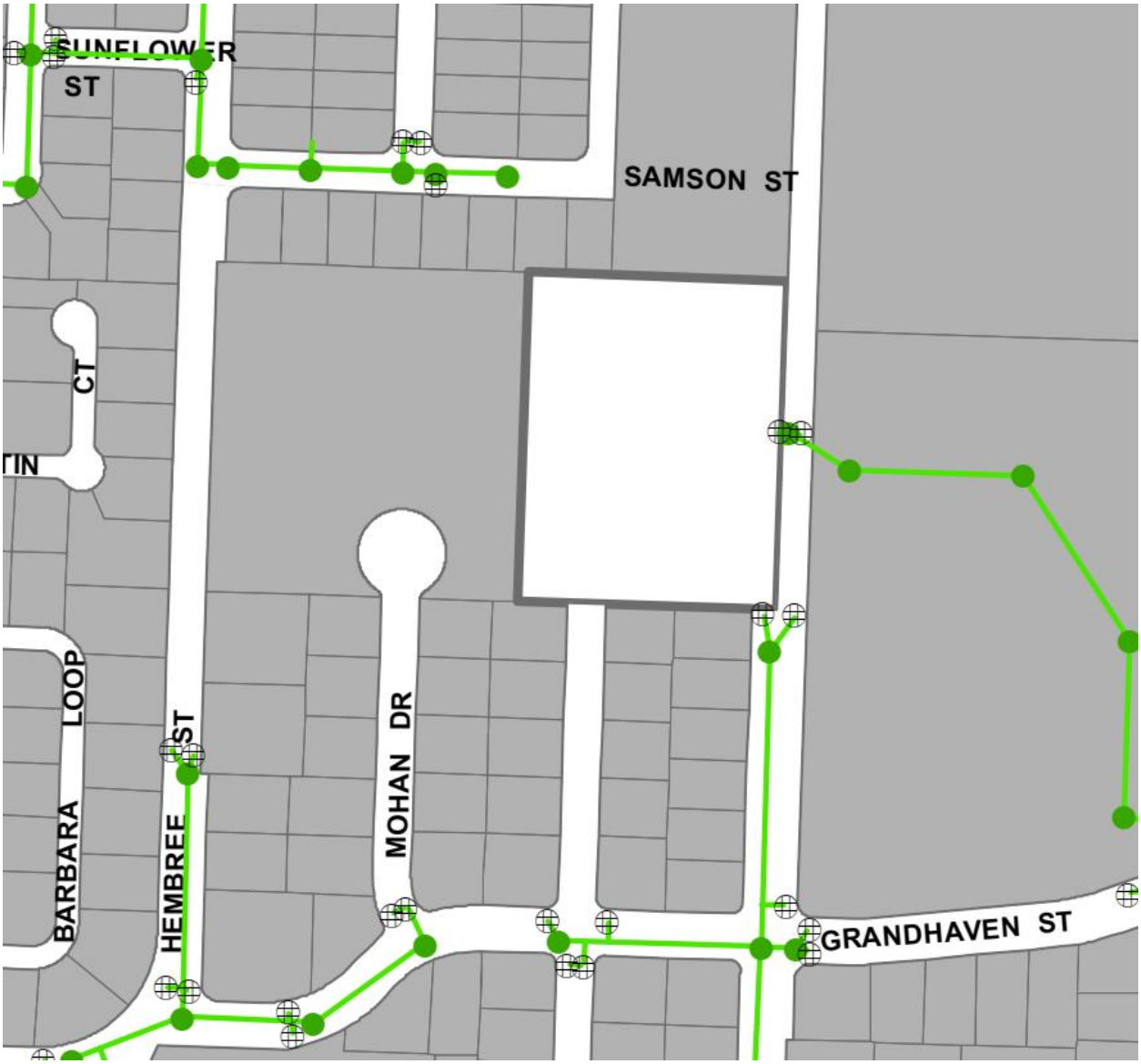
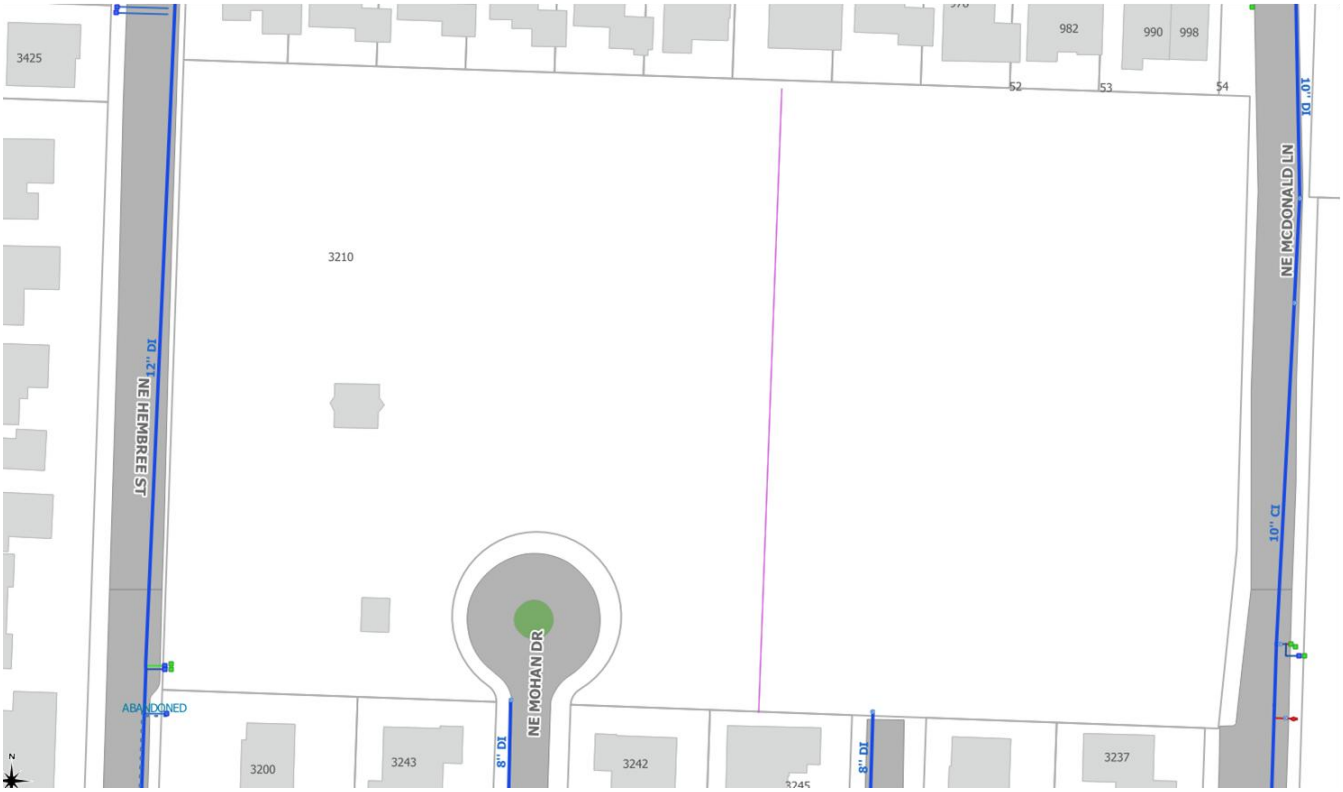


EXHIBIT 13
WATER SYSTEM MAP

EXHIBIT 13
WATER SYSTEM MAP

DI = Ductile Iron
CI = Cast Iron



Attachment 2

ORDINANCE NO. 4146

McMINNVILLE URBAN GROWTH BOUNDARY MANAGEMENT AGREEMENT

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

RECITALS:

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

It is the desire of the City Council that this Urban Growth Boundary Management Agreement be adopted; now, therefore,

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

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

This ordinance passed by the City Council on June 2, 1981.

McMINNVILLE URBAN GROWTH BOUNDARY MANAGEMENT AGREEMENT

SECTION I - POLICIES

INTRODUCTION

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

GENERAL POLICIES

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

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

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

SPECIFIC POLICIES

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

A. All annexations shall follow the procedures set out in the City of McMinnville Annexation Ordinance No. 4130.

B. Developments at urban densities shall not occur within the FUL area until such time as the land is annexed by the City.

C. “Phased and orderly development” shall be considered the extension of urban services and densities into areas in which the following conditions have been met:

(1) Sufficient public facilities and services, including but not limited to sewer, water, police and fire services are available within three (3) years. An assessment of the need for community facilities and schools as a result of the proposed development shall be made. All of the above shall be included in a formation of conclusionary judgments either for or against the proposed land use action.

(2) Documentation shall be made on the availability and suitability of other sites in the city limits and of other lands within the UGB, but outside the city limits, for the proposed use. Documentation shall also be made on the cost effectiveness of extending services to the proposed site in comparison to alternative sites and shall include analysis of the developer's share of the cost. These findings shall be made to allow for the formation of conclusionary judgments either for or against the proposed land use action.

(3) Assurances that the resulting development shall be compatible with future urbanization of surrounding land areas, including necessary future utility easement agreements and waivers of remonstrance against annexation and assessment for public roadway and utility improvements as conditions of approval.

(4) Assurances that no extension of urban land areas or city water and sewer services beyond the designated Urban Growth Boundary shall occur, with the exception of individual water hook-ups by established policy of the McMinnville Water and Light Commission.

D. The City shall annex any islands of non-incorporated territory within a year of the annexation which created the island.

E. The designated residential area west of Hill Road (beyond the limits of the first water service level and the service boundary of the trunk sewer line that is being extended to the corner of Hill Road and West Second Street) shall not be allowed to develop at an urban density until all other designated residential areas within the Urban Growth Boundary are substantially developed. "Substantially developed" shall mean that 75 percent of the future residentially designated land area outside the city limits, but within the UGB (excluding the designated West Hills area and the Three Mile Lane residential area) at the time of LCDC acknowledgement of the Urban Growth Boundary, is developed or under development.

F. The designated PUD Area along Three Mile Lane shall be designated for the uses shown on the McMinnville Comprehensive Plan Map. County land adjacent to Three Mile Lane shall remain in a resource zone. In addition the Area shall be developed in accordance with the following principles:

(1) The minimization of entrances onto Three Mile Lane;

(2) The development of on-site circulation systems;

(3) The provision of deep setbacks, landscaping, buffer strips, sign controls, and the setting of an adequate setback line from the existing right-of-way line; and

(4) The provision of acceleration and deceleration lanes and left-turn refuges when and where necessary and practicable in accordance with the State Highway Division's improvement project for Highway 18.

G. Before Yamhill county shall create any special district for the provision of utilities, transportation, or other public facilities or services, the matter shall be referred to the City for a recommendation. The County shall not act contrary to such recommendation without a unanimous decision of the Board.

H. (1) The City and County shall evaluate street and road development within the Urban Growth Boundary consistent with the City Comprehensive Plan according to the following criteria:

(a) The circumstances under which the City will assume ownership or maintenance responsibility for County roads within the corporate limits;

(b) The conditions under which new public streets and roads will be developed within the Urban Growth Boundary;

(c) The conditions under which existing roads designated as future arterials in the City Comprehensive Plan will be improved; and

(d) The conditions under which the County and other roads should meet City standards within the Urban Growth Boundary. Roads should be compatible with City street alignments and extensions. Upon annexation of property, roads adjacent to (and which serve) such property shall also be annexed.

(e) The City shall request surrender of jurisdiction by the County of all County roads pursuant to criteria H(1)(a) through H(1)(d).

(2) The County and City shall cooperatively develop an implementation policy to include, but not be limited to, items listed in H(1).

AIRPORT MANAGEMENT POLICY

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

URBAN GROWTH BOUNDARY AMENDMENT POLICIES

A. Lands outside the Urban Growth Boundary shall be considered “rural” and shall be controlled by the County plan designations and zoning districts. Upon inclusion into the Urban Growth Boundary, rural lands shall be considered “urbanizable” but shall not be developed at urban level densities until annexation occurs.

B. Amendments to the Urban Growth Boundary shall be based upon consideration of:

(1) Goals and policies of the McMinnville Comprehensive Plan;

(2) Goals and policies of the Yamhill County Comprehensive Plan; and

(3) LCDC criteria as follows:

(a) Demonstrated need to accommodate long-range urban population growth requirements consistent with LCDC goals;

(b) Need for housing, employment opportunities, and livability;

(c) Orderly and economic provision for public facilities and services;

(d) Maximum efficiency of land uses within and on the fringe of the existing urban area;

(e) The long-term environmental, energy, economic and social consequences to the locality, the region and the state as the result of allowing urbanization and not preserving and maintaining the land for agricultural or forest uses, whichever is applicable;

(f) Retention of agricultural land as defined, with Class I being the highest priority for retention and Class IV being the lowest priority;

(g) Compatibility of the proposed urban uses with other adjacent uses; and

(h) Demonstration that there are no alternative locations within the area which could better be used for the proposed use(s).

McMINNVILLE WATERSHED AREA OF INFLUENCE POLICY

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

SECTION II - POLICIES

DEFINITIONS

A. Area of Influence - An area of land designated by the City and County that extends outside the Urban Growth Boundary wherein the County shall give the City an opportunity to participate in land use actions to be taken by the County. McMinnville's Area of Influence is shown on Map #_____

B. Urban Growth Boundary - A line jointly adopted by the City and the County that encircles the City and separates rural from urbanizable and urban land. McMinnville's Urban Growth Boundary is shown on Map #_____

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

D. Concurrence and Recommendation - Actions undertaken by the City or County concerning certain items of mutual interest included in this Agreement.

(1) Where concurrence is required, the City and County shall agree upon a decision. If agreement cannot be reached, the procedures set out under item #6 of the Urban Growth Boundary Amendment Procedures of this Agreement shall be in effect.

(2) Where recommendation is required, the City and County need not agree upon a decision. The right to object to any item referred to a jurisdiction for recommendation shall be waived after the stated referral deadline unless special arrangements are made with the other jurisdiction. Each jurisdiction shall have standing to appeal the decision of the other governing body.

TERMS OF THIS AGREEMENT AND AMENDMENT PROCEDURE

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

RECOMMENDATION PROCEDURES

A. Annexation shall occur in accordance with the City Comprehensive Plan and by the procedures set forth in the McMinnville Annexation Ordinance No. 4130. Prior to final action, the City shall forward the proposal to the County Board of Commissioners for review and recommendation.

B. Prior to final action, land use actions within the McMinnville Area of Influence shall be forwarded by the County to the City for review and recommendation. Land use actions shall include, but not be limited to the following:

(1) Plan Map Amendments;

(2) Conditional Use Permits;

(3) Planned Unit Developments;

(4) Subdivisions and Partitions;

(5) Public Improvement Projects;

(6) Health Hazards;

(7) Special Exceptions;

(8) Zone Changes;

(9) Capital Improvement Program; and

(10) Major Transportation Improvements.

C. Prior to final action, land use actions within the McMinnville Watershed Area of Influence shall be forwarded by the County to the City for review and recommendation.

D. The City shall continue to forward proposed land use actions within the city limits to the County for review and recommendation prior to final action.

E. Plan text amendments to the McMinnville Comprehensive Plan shall be forwarded to the County for review and recommendation. Plan text amendments to the Yamhill County Comprehensive Plan that affect land use actions within the Urban Growth Boundary and Area of Influence shall be forwarded to the City for review and recommendation.

CONCURRENCE PROCEDURE

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

URBAN GROWTH BOUNDARY AMENDMENT PROCEDURE

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

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

(a) Commissioner of the Yamhill County Board of Commissioners designated by the Board;

(b) Mayor or Council person of the City of McMinnville designated by the City Council;

(c) Member of the McMinnville Planning Commission designated by the City Council;

(d) Member of the Yamhill County Planning Commission designated by the Board of Commissioners;

(e) Member of the McMinnville Planning Advisory Committee designated by the Board of County Commissioners:

(f) Member of the McMinnville Citizen's Advisory Committee designated by the City Council; and

(g) Member-at-large chosen by the above MUAMC members and ratified by the City Council and the County Board.

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

(3) Applications and maps shall be filed with the McMinnville Planning Department which shall collect the joint fee and forward the Yamhill County fee along with notice the Yamhill County Department of Planning and Development. Applications must be complete prior to processing for

hearing by the McMinnville Urban Area Management Commission. The joint tee for individual amendments shall be the sum of fees established from time to time by each governing body.

(4) Applications shall be accumulated and referred twice yearly to the McMinnville Urban Area Management Commission for a public hearing for which at least ten days advance notice shall be given publication in a newspaper of general circulation in the County.

(5) Following the public hearing, the MUAMC shall make and forward its findings and decision directly to the governing body of each jurisdiction. Each governing body may then make a determination based upon the facts and record presented at the MUAMC hearing without holding an additional public hearing thereon. However, nothing in this process prohibits the City or County from referring the application to its respective Planning Commissions for information. A final decision shall be rendered by the governing bodies within sixty (60) days of receipt of MUAMC's deliberations and decision.

(6) If the governing bodies do not concur in their final decision a joint meeting shall be scheduled to resolve differences. If agreement cannot be reached by joint meeting(s), one governing body shall appeal the other governing body's decision to the Land Use Board of Appeals, or the appropriate appellate body.

Attachment 3

Original
FILE COPY

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

00319192200900030150210212 $126.00

200903015 3:25:42 PM 3/05/2009

DMR-EDMR Cnt=1 Stn=3 SUSIE
$105.00 $10.00 $11.00

After recording, return to:

Yamhill Soil and Water Conservation District
2200 SW Second Street
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK 200806532

00297983200800065320220222 $131.00

04/15/2008 01:51:07 PM

DMR-EDMR Cnt=1 Stn=2 ANITA
$110.00 $10.00 $11.00

CONSERVATION EASEMENT - CHEGWYN PROPERTY

THIS CONSERVATION EASEMENT is made as of the 4th day of April, 2008 by Percy Charles Chegwyn who is herein after known as and referred to as Charles Chegwyn, whose address is 3471 Grandhaven Drive, McMinnville, Oregon 97128 ("**Grantor**"), in favor of the Yamhill Soil and Water Conservation District (YSWCD), which is a sub-division of Oregon state government qualified to receive this easement under ORS 271.715-271.795 and IRS Code §170(h), whose address is 2200 SW Second Street, McMinnville, OR 97128 ("**Grantee**").

* This document is being re-recorded solely to correct the legal description.

Yamhill Soil & Water Conservation District

Providing Natural Resource Leadership

2200 SW 2nd Street
McMinnville, OR 97128
(503) 472-1474 x102
FAX (503) 472-2459
yamhill.swcd@oacd.org
www.yamhillswcd.org

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Original FILE COPY

After recording, return to:

Yamhill Soil and Water Conservation District
2200 SW Second Street
McMinnville, OR 97128

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made as of the 4th day of April, 2008 by Percy Charles Chegwyn who is herein after known as and referred to as Charles Chegwyn, whose address is 3471 Grandhaven Drive, McMinnville, Oregon 97128 ("**Grantor**"), in favor of the Yamhill Soil and Water Conservation District (YSWCD), which is a sub-division of Oregon state government qualified to receive this easement under ORS 271.715-271.795 and IRS Code §170(h), whose address is 2200 SW Second Street, McMinnville, OR 97128 ("**Grantee**").

Background and Parties' Intentions:

1. Grantor is the sole owner in fee simple of certain real property comprising, in total, approximately 171 acres, located on the north side of the community of McMinnville in Yamhill County, Oregon hereinafter as (the "**Property**"). The Property is more specifically identified on Exhibits A, B, C attached hereto and made a part hereof (legal description (A), site location map (B) and an aerial photo (C) of the Property.

2. The Property possesses significant agricultural, open space, water quality protection, and educational opportunities, specifically:

   A. Soil Resources: The majority of soils on the Property are classified as soils of statewide importance by the Natural Resources Conservation Service of the U.S. Department of Agriculture (see attached Exhibits D and D.1);
   B. Water Quality: The Property contains significant native riparian areas and wetlands which protect water quality and mitigates flooding for properties below. The Oregon Department of Environmental Quality has listed the Yamhill River on the "Water Quality Limited" (applicable to Federal Clean Water Act 303-d rules) due to low summer flows that result in low dissolved oxygen, and high stream temperatures. The North Yamhill River also is listed for Fecal Coliform, E Coli, iron, and manganese.
   C. Native Plant Communities: The Property contains approximately 35 acres of riparian forest in excellent condition with a diversity of native plants.

The foregoing attributes and values of the Property are referred to in this document collectively as the **"Conservation Values"**.

3. The Property is in an area, close to the cities of McMinnville, Carlton, Salem, and Portland, which is undergoing increased pressure for development and, in the absence of this Conservation Easement, the

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Property could be rezoned to allow development in a manner which would significantly impair or destroy the Conservation Values of the Property.

4. Grantor and Grantee recognize and acknowledge that the Conservation Values are of great importance to Grantee, the people of the City of McMinnville, Yamhill County and the State of Oregon.

5. Grantor intends that the Conservation Values be preserved and maintained by land use patterns that abide with applicable laws and that do not significantly impair or interfere with the Conservation Values. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity.

6. Grantee intends by accepting this grant to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Oregon and the United States, including without limitation ORS 271.715 to 271.795 and the IRS Code §170(h), Grantor hereby grants and conveys to Grantee a conservation easement in perpetuity over the Property to protect and preserve the Conservation Values of the Property upon the terms and conditions set forth herein (**"Easement"**).

Purpose. It is the purpose of this Conservation Easement to protect the Conservation Values, allowing the Property to remain forever in its agricultural, natural, scenic and open space condition and as a single unit of 170 acres as indicated in Exhibits A, B, & C.

1. ***Baseline Documentation Report***. Grantor and Grantee, by their signatures below, acknowledge receiving duplicate originals of the Baseline Documentation Report dated July, 2006 (**"BDR"**) kept on file by Grantee. The BDR will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the BDR is not intended to preclude the use of other evidence to establish the condition of the Property at the time of the execution of this Easement if there is a controversy over the use or conditions of the Property and Conservation Values.

2. ***Rights of Grantee.*** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement, and no other conveyance is intended or implied:

    a. To preserve and protect the Conservation Values of the Property as expressly specified in Paragraph 4 below;
    b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 4 herein; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be preceded by no less than one week's prior written notice to Grantor and provided further that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
    c. To prevent any activity on or use of the Property that is in conflict with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be

damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 9 herein; and

d. To conduct easement monitoring on an annual basis.

3. ***Prohibited and Restricted Uses.*** Certain activities and uses upon or within the Property are inconsistent with the Conservation Values of the Property and the purpose of this Easement and are therefore prohibited or restricted, except with the written consent of Grantee, not to be unreasonably withheld, and subject to the Reserved Rights in Paragraph 6. Without limiting the generality of the foregoing, the following uses of or activities on the Property, although not an exhaustive list of uses or activities, are prohibited or restricted:

   a. The legal or *de facto* subdivision of the property is not allowed. The Property may not be divided, partitioned, nor conveyed except as a single lot. More than two residences are prohibited and those shall remain in the current locations (C).

   b. Placement or construction of any additional buildings on the Property is prohibited unless needed for an ongoing agricultural activity. The eight existing structures on the Property, described and located in attached "C" Exhibits, may be repaired and replaced.

   c. Commercial activity not directly related to the farm or forest products harvested from the Property must be confined to within the walls of the permitted structures. The foregoing shall not restrict use of the Property for environmental educational purposes.

   d. Creation or expansion of rights-of-way and access easements including driveways, roads and utility lines is prohibited except as outlined in Reserved Rights.

   e. Altering or removing soil, including any excavation, mining, removal of topsoil, rock, sand, gravel, or similar materials, or manual change in the topography within the boundaries of the Property other than for normal agricultural operations is prohibited. This shall not prevent the installation or maintenance of underground utility systems, including water, electric, communication lines, sewer and sanitary lines or the construction or maintenance of ponds, or home construction, or as otherwise necessary or convenient for Grantor's exercise of the Reserved Rights, Paragraph 5.

   f. Parking abandoned vehicles or machinery, dumping or burning of trash, garbage waste, appliances or other material on the Property is prohibited. Composting of biodegradable material or use of such materials to improve gardens, pasture, etc. is allowed if in accordance with applicable laws and does not negatively impact riparian areas, intermittent streams, or wetlands, or any other Conservation Values.

   g. The storage of petroleum products, herbicides, pesticides, or other substances, beyond that needed for ordinary agricultural, domestic use and/or annual property management, which, if accidentally released would pose a danger to any of the Conservation Values, is prohibited.

   h. The use of pesticides or biological control agents in a manner inconsistent with their lawful uses in the State of Oregon or other applicable jurisdictions is prohibited.

i. Farm and other domestic animals shall not be permitted to negatively impact riparian areas or native vegetation, unless Grantee's approval is obtained for management of invasive species.

j. Riparian areas will be preserved with no significant human–caused soil disturbance within 35 feet of the waterway.

k. Agricultural fields consisting of approximately 100 acres as shown in attached Exhibit C: These fields will be preserved for agricultural activities.

l. The approximately 35 acres of riparian forest and associated wetlands as shown on Exhibit C will remain intact to buffer the North Yamhill from the impacts of agricultural activities. This area may be managed in the future by an outside entity for public enjoyment as a nature park with the forest kept intact.

m. Any use of the Property that conflicts with the purposes of this Easement is prohibited.

4. *Reserved Rights.* Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property including the right to engage in all uses of the Property not prohibited or restricted herein or by law. Without limiting the generality of the foregoing, and subject to the terms of Paragraph 4, the following rights are expressly reserved:

a. The right to farm, raise crops and livestock. Agricultural uses and operations, including row crop farming, horticulture, grazing, animal husbandry and native agricultural plantings for habitat restoration and wildlife forage, are allowed provided that same are conducted in a manner consistent with the Conservation Values and as set forth in Paragraph 4.

b. The cutting of trees for commercial and personal consumption, and native ecological enhancement, subject to the restrictions and prohibitions set forth in Paragraph 4.

c. The maintenance of roads using methods (such as brush clearing and targeted herbicide use) that do not significantly impair the Conservation Values of the Property and as set forth in Paragraph 4 above.

d. The use of existing roads to carry-out permitted uses as well as for general non-motorized use, as long as such use does not significantly impact the Conservation Values of the Property. Trails may be developed throughout the Property for the purpose of personal enjoyment and maintenance of the land consistent with respect for wildlife habitat, agricultural operations, and other natural environment preservation; provided that none of the Property may be used for recreational motorcycle, all terrain vehicles, or like recreational motorized vehicle riding.

e. The use of legally authorized pesticide products and biological control agents registered with the State of Oregon for the control of weeds and other pests.

f. Development of border park areas suited to pedestrian use and to be managed by the City of McMinnville Parks Department along the edge of the property.

g. The right to allow installation of public utility lines for water and sewer to be installed by the City in the above border park areas.

h. Development of walking trails and amenities in the riparian forest green space areas to be managed by the McMinnville or Yamhill County Park Department.

i. The right to allow establishment of a water line easement for a domestic water line on the east side of Grandhaven Drive in Chegwyn's field (as indicated in Exhibit C).

j. Allow develop of a sewer line easement along the north side of Chegwyn along the Bonneville Powerline from the current "Hurl" property to Smith LLC land when it is developed.

5. ***Grantee's Approval.*** Where Grantee's approval is required by this Easement, Grantee is to grant or withhold its approval in writing within fifteen (15) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable written determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement. Such written determination shall be subject to appeal in accordance with the provisions of Section 7 below or as otherwise may be permitted by law.

6. ***Arbitration.*** Any dispute between the parties, except for an action seeking an injunction, which cannot be resolved by the parties, will be settled by arbitration before a single arbitrator. The arbitrator will be selected by the parties after conferring, or attempting in good faith to confer, with one another; and if the parties cannot agree on an arbitrator, then either party may petition the Yamhill County Circuit Court for the appointment of an appropriate arbitrator. The arbitrator shall be either a former or retired judge or shall be an attorney with at least ten (10) years of experience in real estate transactions. Arbitration will occur in McMinnville, Oregon, in accordance with the arbitration rules of the Yamhill County Circuit Courts, or other arbitration rules to which the parties may agree. The arbitrator must conduct all proceedings and render a decision within sixty (60) days of appointment or as soon as reasonably possible thereafter. The arbitrator's decision will be final, subject only to the rights of appeal provided in ORS 36.355 through ORS 36.365 (or successor statutes), with the additional ground for exception that the arbitrator misapplied the law. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing in this Agreement, however, will prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief or other appropriate relief may be requested.

7. ***Grantee's Remedies.***

a. Notice of Violation; Corrective Action. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and, when the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, a directive to restore the portion of the Property so injured.

b. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances when the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement.

c. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire, provided that notice of the circumstances and remedies pursued shall be given to Grantor simultaneously or immediately after Grantee takes such action to prevent or mitigate damage.

d. Scope of Relief. Grantee shall be entitled to recover reasonable damages for violation of the terms of this Easement, including but not limited to damages for the loss of Conservation Values, including but not limited to the cost of undertaking any corrective action on the Property.

e. Costs of Enforcement. If a suit, action, or other proceeding of any nature whatsoever (including without limitation any arbitration, administrative proceeding and any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Easement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney fees and all other fees, costs, and expenses actually incurred as reasonably necessary in connection therewith, as determined by the arbitrator, court at trial or on any appeal or any petition for review, in addition to all other amounts provided by law.

f. Grantee's Discretion. Enforcement of the terms of this Easement will be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

g. Acts Beyond Grantor's Control. Nothing contained in this Easement is to be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding any provision to the contrary in this Easement, Grantor shall not be liable or responsible for acts of any trespassers on the Property.

8. ***Access.*** No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. ***Costs, Liabilities, and Environmental Compliance.***

a. Upkeep and Maintenance. Grantor retains all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of reasonably adequate comprehensive general liability insurance coverage if commercially available to Grantor. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any use permitted by this Easement, and all such activities or uses shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, or materials furnished to Grantor.

b. Remediation. If, at any time, there occurs, or has occurred, an unlawful release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or harmful or threatening to human health or the environment, Grantor agrees to take all reasonable steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore.

c. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control: (1) over the day-to-day operations of the Property; or (2) over any of Grantor's allowable activities on the Property; or (3) as an "owner or operator" with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"; 42 USC 9601 *et seq).*

10. ***Taxes.*** Grantor must pay, before delinquency and collection proceedings, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and will furnish Grantee with satisfactory evidence of payment upon Grantee's request.

11. ***Representations and Warranties of Grantor.***

a. Fee Title. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge; Grantor is the owner in fee simple of the Property and has the right to convey the Easement to Grantee.

b. Environmental Matters. Grantor represents and warrants to its actual knowledge without investigation:

i. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been unlawfully released, generated, stored, deposited, disposed of, or abandoned on the Property, except for types and quantities of materials used for agricultural, forestry, animal husbandry or common household purposes;

ii. There are not now any underground fuel storage tanks located on the Property, whether presently in service or closed, abandoned, decommissioned, and Grantor has not removed any underground fuel storage tanks from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

iii. Grantor and the Property are in substantial compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

iv. There is no pending or threatened litigation involving or relating to the Property; and

v. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

12. ***Representations and Warranties of Grantee.*** Grantee is a publicly supported organization and is an organization qualified to hold, monitor and manage this Easement under ORS 271.715-271.795 and IRS Code Section 170(h). Grantee's purpose includes, among other things, the preservation, protection or enhancement of land in its natural, scenic, and/or open space condition in perpetuity through the acquisition of title interests.

13. ***Hold Harmless.*** To the extent of any insurance coverage reasonably available and procured by Grantor to defend and indemnify Grantee, Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or death of any person, or physical damage to any property, resulting from any act, condition, omission of any duties of Grantor under this instrument, or other matter related to or occurring on or about the Property, to the extent caused by Grantor; (2) Grantor's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment, to the extent caused by Grantor; and (4) Grantor's breach of its obligations under this Easement.

14. *Extinguishment, Valuation, Condemnation, and Amendments.*

a. Extinguishment. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Oregon law at the time, in accordance with Paragraph 15(b). Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

b. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 15(a), the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in the value after the date of this grant attributable to improvements) at the time of extinguishment as determined by an appraisal by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

c. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined as set forth in 15(b). above.

d. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement provided that (1) no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including ORS chapter 271 or Section 170(h) of the Internal Revenue Code of 1954, as amended, (2) any amendment shall be consistent with the purposes of this Easement, (3) any amendment shall not affect the perpetual duration of this Easement; and (4) any amendment shall be in writing and recorded in the official records of Yamhill County in McMinnville, Oregon.

15. Assignment. This Easement is transferable with Grantor's prior written consent, not to be unreasonably withheld, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the

applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out and that such assignee assume all of Grantee's obligations under this Easement. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

16. In the event that the grantee becomes the property owner the easement shall not merge into title and this easement shall remain a separate property interest and continue into perpetuity under the terms set forth in this Conservation easement.

17. ***Subsequent Transfers***. Grantor further agrees to give written notice to Grantee of the transfer of Grantor's interest in the Property by deed at least twenty (21) days prior to the date of such transfer. Such notice shall include the name, address, and telephone number of the prospective transferee. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Grantor further agrees to make specific reference to this Easement in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed. Prior to the time of transfer, Grantee shall meet with the prospective new-owner of the Property (that is, the successor to Grantor's interest hereunder) to review the Easement, the BDR, and other relevant information.

18. ***Estoppel Certificates.*** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or any party designated to Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

19. ***Notices.*** Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the parties and at the addresses first stated above on page 1 of this Easement, or to such other address as either party from time to time shall designate by written notice to the other.

20. ***Recordation***. Grantee shall record this instrument in timely fashion in the official records of Yamhill County, Oregon and may re-record it at any time as may be required to preserve its rights in this Easement.

21. ***General Provisions.***

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon and the United States.

b. Liberal Construction. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument, with its exhibits, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 15(d).

e. No Forfeiture. Nothing contained herein will result in a forfeiture of Grantor's title in any respect.

f. Joint Obligation. The obligations imposed by this Easement upon Grantor, if more than one, shall be joint and several.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. Unless specifically provided otherwise, the terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

h. Terminations of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns, forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR: (Charles Chegwyn) P. Charles Chegwyn

STATE OF OREGON County of Yamhill

This instrument was acknowledged before me this ~~4th~~ 3rd day of April, 2008. JRL PCC

Lorie I. Atkinson
Notary Public for Oregon
My Commission Expires: 2-4-09

GRANTEE

Yamhill Soil and Water Conservation District

By: Jim LeTourneux
Jim LeTourneux, District Chair

OFFICIAL SEAL
LORIE I ATKINSON
NOTARY PUBLIC – OREGON
COMMISSION NO. 388971
MY COMMISSION EXPIRES FEBRUARY 4, 2009

STATE OF OREGON)
) ss.
County of Yamhill

This instrument was acknowledged before me this 4th day of April, 2008, by Jim LeTourneux as District Chair of the Yamhill Soil and Water Conservation District.

Lorie I. Atkinson
Notary Public for Oregon

My Commission Expires: 2-4-09

List of Exhibits

A. Legal Description
B. Site Location Map
C. Aerial Photo of property with Roadways, existing structures, agricultural fields, and riparian forest .
C.1 Description of structures.
D. Soils Map
D.1 Soils inventory report

OFFICIAL SEAL
LORIE I ATKINSON
NOTARY PUBLIC – OREGON
COMMISSION NO. 388971
MY COMMISSION EXPIRES FEBRUARY 4, 2009

EXHIBIT A

LEGAL DESCRIPTION OF CHEGWYN FAMILY FARM

PARCEL 1:

West Half of the following described tract: Beginning at a point 111.81 feet North and 1938.30 feet West of the Northwest corner of the Madison Malone Donation Land Claim No. 40 in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South 03' 30" East 311.23 feet to a stake; thence East 718.11 feet; thence North 285.53 feet to a stake; thence North 89°16' West 145 feet to a stake; thence North 16.50 feet to Southwest corner of F.W. Wallace tract; thence North 89°16' West 573.33 feet to place of beginning.

PARCEL 2:

All of the East one-half of a certain lot, piece or parcel of land situated in the County of Yamhill, State of Oregon, and bounded and described as follows, to-wit: - Beginning at an iron pin set 111.81 feet North and 1938.30 feet West of the Northwest corner of the Madison Malone DLC in Township 4 South, Range 4 West, of the Willamette Meridian, in said County of Yamhill, State of Oregon; Thence South 00°30' East 311.23 feet to a stake; Thence East 719 feet; Thence North 285.53 feet to a stake; Thence North 89°16' West 145.09 feet to a stake; Thence North 16.50 feet to Southwest corner of F.W. Wallace land; Thence North 89°16' West 573.33 feet to the place of beginning.

PARCEL 3:

Lot 7, GRANDHAVEN ORCHARD TRACTS and being a part of James T. Hembree Donation Land Claim in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, bounded as follows: Beginning at a point South 3' 30" East 311.23 feet from an iron pin set 111.81 feet North and 1938.30 feet West of Northwest corner of Madison Malone Donation Land Claim, said point being the Northwest corner of Lot 7 above named; thence South 3' 30" East along West line of said Lot 7, 303.36 feet to Southwest corner of said Lot; thence East 717.81 feet to Southeast corner of said Lot; thence North 303.36 feet along East line of said Lot to Northeast corner of said Lot; thence West 718.11 feet along North line of said Lot to place of beginning (containing 5 acres) subject to roadway now there, 20 feet wide, along the East end thereof.

PARCEL 4:

Lot 8, GRANDHAVEN ORCHARD TRACTS and being a part of the James T. Hembree Donation Land Claim in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon, bounded as follows: Beginning at a point South 3' 30" East 614.59 feet from an iron pin set 111.81 feet North and 1938.30 feet West of the Northwest corner of the Madison Malone Donation Land Claim, said point being the Northwest corner of said Lot 8; thence South 3' 30" East along the West line of said Lot 303.43 feet to Southwest corner of said Lot; thence East 717.50 feet to Southeast corner of said Lot; thence North 303.49 feet to the Northeast corner of said Lot; thence West along North line of said Lot 717.81 feet to place of beginning (containing 5 acres) subject to

a roadway 20 feet wide over and along the East end thereof reserved for the use and benefit of S.C. Ford and his heirs and assigns and for the use and benefit of H. Chegwyn, his heirs and assigns.

PARCEL 5:

Lot 9, GRANDHAVEN ORCHARD TRACTS and being a part of the James T. Hembree Donation Land Claim in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, bounded as follows: Beginning at a point South 3' 30" East 918.02 feet from an iron pin set 111.81 feet North and 1938.30 feet West of the Northwest corner of the Madison Malone Donation Land Claim and said point being also at the Southwest corner of Lot 8 of said GRANDHAVEN ORCHARD TRACTS, and at Northeast corner of Lot 9; thence South 3' 30" East along West line of said Tract 9, 303.62 feet to Southwest corner of Lot 9; thence East along South line of said Lot 9, 717.20 feet to Southeast corner of said Lot 9; thence North 303.62 feet to the Northeast corner of said Lot 9 and Southeast corner of Lot 8; thence West along line between said Lots 8 and 9, 717.50 feet to place of beginning (containing 5 acres). Subject to a roadway 20 feet wide over and along the East end thereof.

PARCEL 6:

A part of the James T. Hembree Donation Land Claim in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, bounded as follows: Beginning at a point 457.28 feet South of the Northwest corner of the Madison Malone Donation Land Claim; thence West 1220 feet to center of 40 foot roadway; thence South along center of said roadway 178.52 feet; thence East 1220 feet to West line of said Malone Donation Land Claim; thence North 178.52 feet to place of beginning. (Containing 5 acres).

Together with easement in and to roadway 20 feet wide over and along West end of above described tract.

PARCEL 7:

Beginning at the Northwest corner of the Madison Malone Donation Land Claim, Notification No. 1225, Claim No. 49, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, said corner being at 1/4 post between Sections 9 and 10 in Township 4 South, Range 4 West of the Willamette Meridian; thence South along West line of said Claim and Section line 23.033 chains to a stake; thence East 12.240 chains to a stake; thence North 22.71 chains to a stake on North line of said Donation Land Claim; thence North 88°29' West along North line of said Claim 12.247 chains to place of beginning. (containing 28 acres).

PARCEL 8:

A tract of land in the James T. Hembree Donation Land Claim No. 46 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows, to-wit:

Beginning at a stake at the North East corner of that tract of land conveyed by W.H. Adair to George J. Swift by Deed recorded June 18, 1912 in Book 63, Page 408, Deed Records, South 1506.02 feet from the North West corner of the Madison Malone Donation Land Claim No. 49; thence North 868.15 feet to a stake set at the Southeast corner of Lot No. 3 of "Grandhaven Orchard

Tracts"; thence West 1220 feet to stake in the center of a 40 foot roadway; thence South along the center of said roadway 868.15 feet to the Northwest corner of said Swift tract; thence East 1220 feet to the place of beginning.

PARCEL 9:

Lot No. Ten (10) of "Grandhaven Orchard Tracts" and being a part of the Donation Land Claim of James T. Hembree and wife, in T. 4 S. R. 4 W. of the Willamette Meridian, in Yamhill County, State of Oregon, said Lot No. 10 containing Five acres, and said lot is bounded as follows: Beginning at a point South 03' 30" East 1221.64 feet from iron pin set 111.81 feet North and 1938.30 feet West of Northwest corner of the D.L.C. of Madison Malone and wife, in T. 4 S. R. 4 W. of the Willamette Meridian, in Yamhill County, Oregon, said beginning point being Northwest corner of said Lot No. 10; thence South 03' 30" East 303.75 feet; thence East 716.90 feet; thence North 303.75 feet; thence West 717.20 feet to place of beginning.

PARCEL 10:

A tract of land located in Sections 4, 9 and 10, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, being part of that tract of land described in deed from MARK C. SMITH to COLEMAN LLC and recorded in Instrument No. 200626897, Yamhill County Deed Records, Yamhill County, and being more particularly described as follows:

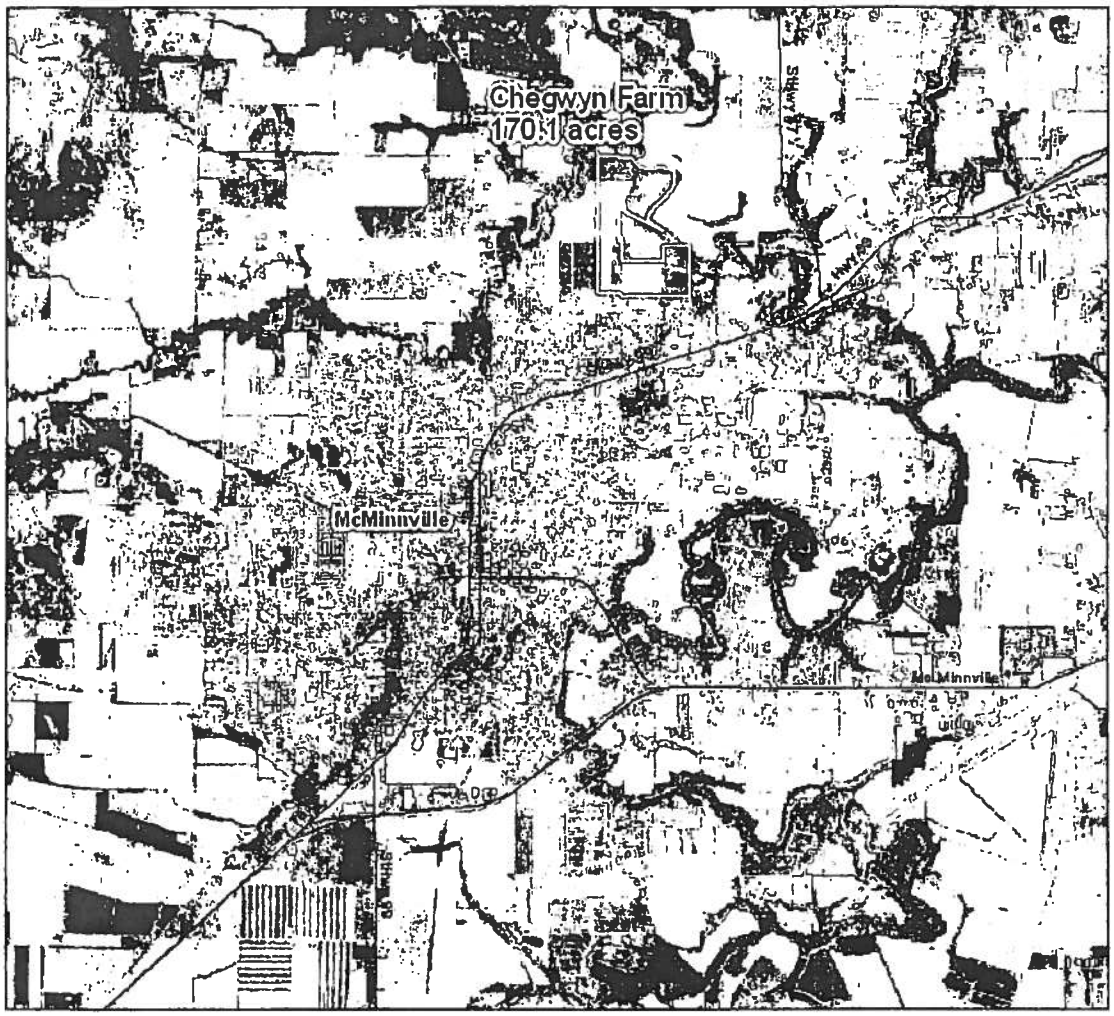
Beginning at an iron rod on the south line of Parcel 1 of said COLEMAN LLC tract that bears South 89°18' 37" East 828.50 feet (Basis of Bearings CS-12163) from an iron rod marking the most southerly southwest corner of said SMITH tract; thence North 00°07' 18" West 2492.42 feet to a point; thence East 982 feet, more or less to a point in the center of the North Yamhill River; thence downstream following the thread of said river 3790 feet, more or less to a point on the east line of the J. T. Hembree Donation Land Claim No. 46, said Township and Range, being also a point on the east line of said Section 9; thence South 32 feet, more or less along said east line to the northeast corner of that tract of land described in deed from J. F Hibbs and Bertha Hibbs to Carey Wallace and recorded December 1, 1894, in Book 31, Page 155, Deed Records; thence North 63°51' 18" West 484.29 feet to the northwest corner of said Wallace tract; thence North 61°58'26" West 1008.50 feet to an iron rod set in CS-11320 to mark the northwest corner of that tract of land described in deed to PALMER and recorded in Film Volume 173, Page 75, Deed Records; thence South 00°07' 18" East 1019.56 feet to a point on the north line of Parcel 2 of said COLEMAN LLC tract; thence South 89°18' 37" East 103.78 feet to the northeast corner of said Parcel 2; thence South 00°41' 23" West 16.50 feet to the southeast corner of said Parcel 2; thence North 89°18' 37" West 145.09 feet to the southwest corner of said Parcel 2; then North 00°41' 23" East 16.50 feet to the northwest corner of said Parcel 2, being a point on the south line of said Parcel 1; thence North 89°18' 37" West 573.30 feet to the point of beginning.

16/21

Exhibit B: Site Location Map

Customer(s): P CHARLES CHEGWYN
District: YAMHILL SOIL & WATER CONSERVATION DISTRICT

Field Office: MCMINNVILLE SERVICE CENTER
Assisted By: Michael Crabtree



Legend
Chegwyn Property Lines
Oregon Highways

Image: naip_1-1_1n_s_or071_2005_1.sid

3,100 0 3,100 6,200 9,300 12,400 Feet

Exhibit C. 1 Description of Structures indicated on Exhibit Map C.

C-1-1 Current Residence

C-1-2. Original Residence (now used for storage)

C-1-3. Garage for current residence

C-1-4. Blacksmith Shed

C-1-5. Apple Packing Shed

C-1-6. Animal Barn

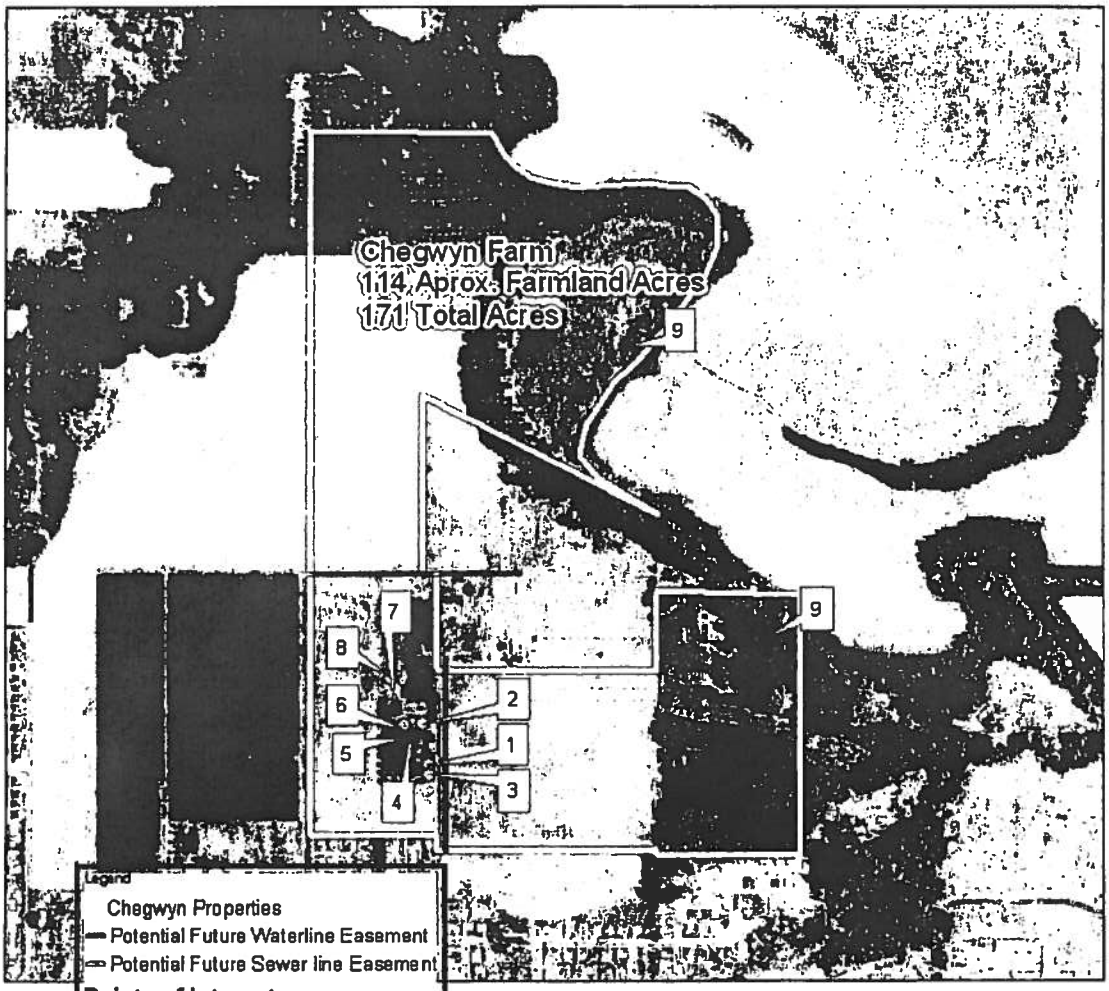
C-1-7. Winter Livestock Shed and Storage

C-1-8. Farm Equipment Storage

Exhibit C: Chegwyn Farm

Customer(s): P CHARLES CHEGWYN
District: YAMHILL SOIL & WATER CONSERVATION DISTRICT

Field Office: MCMINNVILLE SERVICE CENTER
Assisted By: Michael Crabtree



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590 0 590 1,180 1,770 2,360 Feet

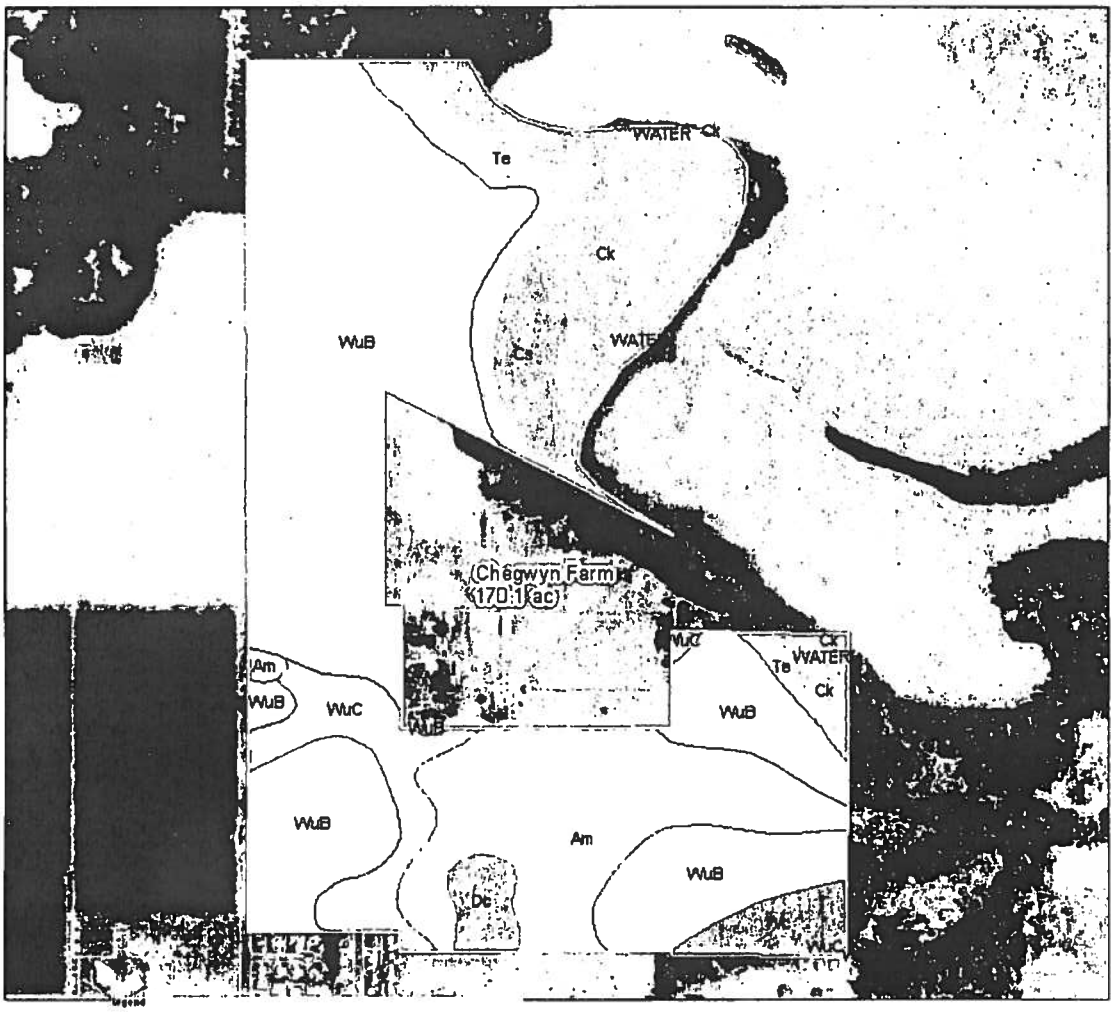
Exhibit D - 1 Soils Inventory Report For Chegwyn Property.

Map Unit	Map Unit Name	Acres	Percent
Am	Amity Silt Loam	26.9	16%
Ck	Chehalis Silty Clay Loam	21.9	13%
Cs	Cove Silty Clay Loam	4.6	3%
Dc	Dayton Silt Loam	2.8	2%
Te	Terrace Escarpment	9.0	5%
Water	Open Water	3.6	2%
Wc	Wapato Silty Clay Loam	3.9	2%
WuB	Woodburn Silt Loam 0 – 7% slope	86.9	51%
WuC	Woodburn Silt Loam 7 – 12% slope	10.5	6%
	Total	**1 acres**	**100%**

Exhibit D: Soils for Chegwyn Farm

Customer(s): P CHARLES CHEGWYN
District: YAMHILL SOIL & WATER CONSERVATION DISTRICT

Field Office: MCMINNVILLE SERVICE CENTER
Assisted By: Michael Crabtree



Legend
Chegwyn Property Line

Soils Map

- AMITY SILT LOAM
- CHEHALIS SILTY CLAY LOAM, OVERFLOW
- COVE SILTY CLAY LOAM, THICK SURFACE
- DAYTON SILT LOAM, THICK SURFACE
- TERRACE ESCARPMENTS
- WAPATO SILTY CLAY LOAM
- WATER
- WOODBURN SILT LOAM, 0 TO 7 PERCENT SLOPES
- WOODBURN SILT LOAM, 7 TO 12 PERCENT SLOPES

390 0 390 780 1,170 1,560 Feet

ORDINANCE NO. 5183

An Ordinance annexing to the City of McMinnville Tax Lot R4409CD00100.

RECITALS:

WHEREAS, Yamhill Soil and Water Conservation District (property owner) and MAC Multi LLC (property buyer), the owner and buyer of the tract of land described in Exhibit "A", which is attached hereto and by this reference incorporated herein, has either petitioned or consented to the annexation of said territory to the City of McMinnville (ANX 1-25); and

WHEREAS, Per ORS 222.120(2), the City of McMinnville conducted a public hearing on August 25, 2026 to consider the annexation of the subject property described in Exhibit A of this ordinance; and

WHEREAS, Per ORS 222.120(3) notice of the hearing was published once each week for two successive weeks in the News Register; and

WHEREAS, Per ORS 222.120(4)(b), the electors and landowners of the subject property consented in writing to the annexation and the consent is on file in the Planning Division of the City of McMinnville, Oregon, and there has been no objection to the proposed annexation by residents within said area and territory; and

WHEREAS, Per ORS 222.180(1), the effective date of annexation shall be the date of filing with the Secretary of State as provided in ORS 222.177 and ORS 222.900; and

WHEREAS, Per McMinnville Municipal Code 16.30.030, the landowner entered into an Annexation Agreement by Resolution 2025-51 with the City of McMinnville on October 14, 2025 and recorded it on the property on December 5, 2025, as demonstrated by Exhibit B to this ordinance; and

WHEREAS, Per the Annexation Agreement Section 2(a)(3) and Section 3, the owner has applied for a Zone Map Amendment for the property; and

WHEREAS, the City Council noticed and conducted a public hearing on August 25, 2026 that was continued to September 22 and

WHEREAS, the City Council approved Ordinance No. 5182 adopting findings for Dockets ZC 1-26 demonstrating compliance with state regulations, the McMinnville Comprehensive Plan, and the McMinnville Municipal Code.

NOW, THEREFORE, THE CITY OF MCMINNVILLE ORDAINS, as follows:

1. That the subject area and territory as described in Exhibit A of this ordinance meets the requirements of ORS 222 and Title 16 of the McMinnville Municipal Code, entitled "'annexations,' is" annexed to the city; and

2. That this Ordinance shall take effect 30 days after its passage by the City Council.

3. That when this ordinance takes effect, the Recorder of the City of McMinnville, Yamhill County, Oregon, is hereby authorized and directed to make and submit to the Secretary of State of the State of Oregon, the Assessor of Yamhill County, State of Oregon and the County Clerk of Yamhill County, State of Oregon, a certified copy of the following documents:

    a. A copy of this ordinance.

    b. A copy of written consent of landowners and electors of said area and territory.

Passed by the McMinnville City Council this 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

_____

MAYOR

Approved as to form: Attest:

_____ _____

City Attorney City Recorder

EXHIBITS:

A. Legal Description and Annexation Map
B. Annexation Agreement

Exhibit A to Ordinance No. 5183

Legal Description of the Property to Be Annexed:

A tract of land situated in the southwest one-quarter of Section 9, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the north line of that property described in Instrument No. 200807718, Yamhill County Deed Records, said point bears South 89°52'36" East 410.55 feet from the northwest corner of said property; and running thence:

South 89°52'36" East 325.49 feet along the north line of said property to the northeast corner thereof, said point being on the centerline of McDonald Lane;

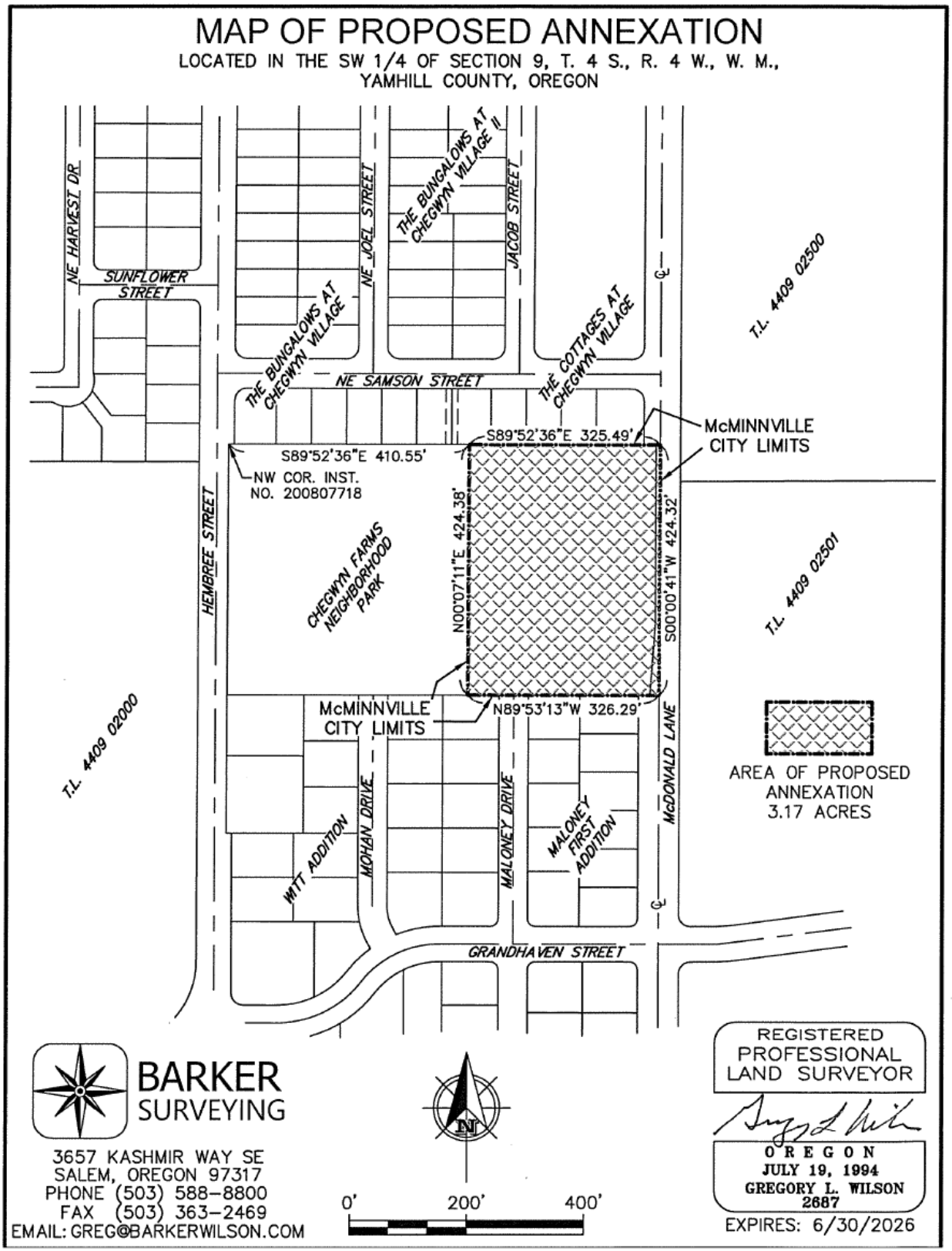
thence South 00°00'41" West 424.32 feet along said centerline to the southeast corner of said property;

thence leaving said centerline, North 89°53'13" West 326.29 feet along the south line of said property;

thence leaving said south line, North 00°07'11" East 424.38 feet to the Point of Beginning, containing 3.17 acres of land, more or less.

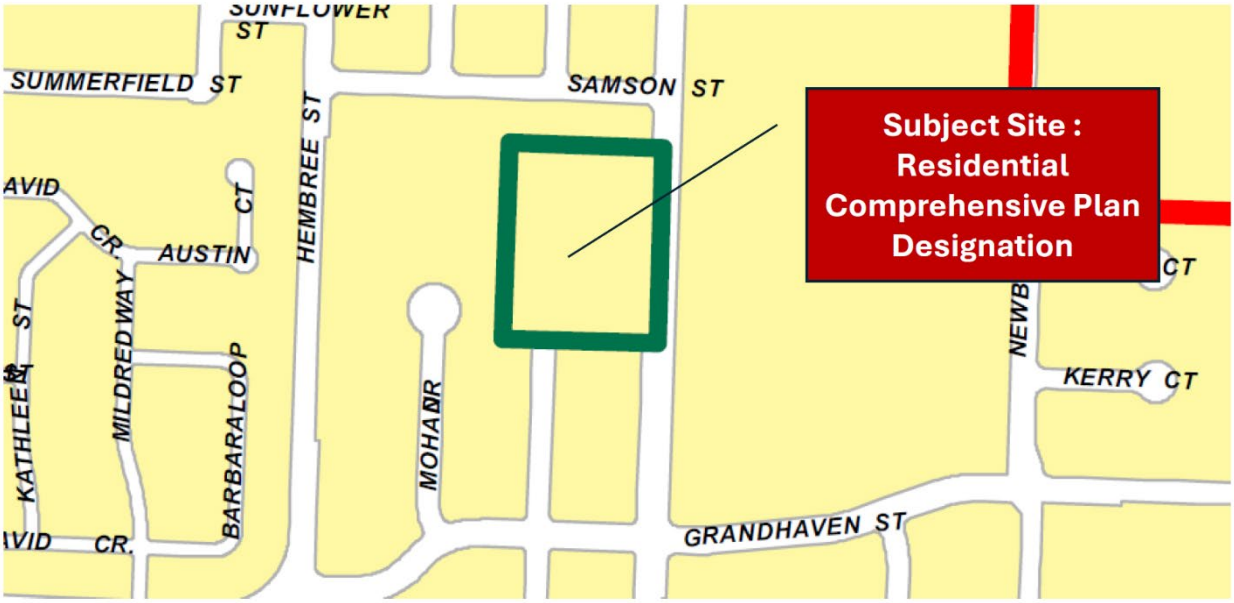
Bearings are based on the Oregon Coordinate Reference System (OCRS) Salem Zone, referenced to NAD83 (2011), Epoch 2010.00.

Maps of Subject Annexation Site:



Aerial of Subject Site:

Comprehensive Plan Designation of Subject Site:



Vicinity Map:

EXHIBIT A to Resolution No. 2025-51

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK
202512039
$157.00
00699260202500120390110116
12/05/2025 03:55:14 PM
DMR-CONDMR Cnt=1 Pgs=11 Stn=1061 MORRISONK
$56.00 $10.00 $20.00 $11.00 $60.00

After Recording Return To:

City of McMinnville
220 NE Second Street
McMinnville, OR 97128

ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into this 24 day of November, 2025, by and between the City of McMinnville, Oregon, an Oregon municipal corporation (hereinafter "City") and Yamhill Soil and Water Conservation District (hereinafter "Owner"), and Cory Redding, MAC Multi LLC (hereinafter "Buyer").

W I T N E S S E T H

WHEREAS, Owner is the record owner of the property legally described on Exhibit 1 attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, Buyer has the property under contract to purchase to develop a multi-dwelling development; and

WHEREAS, the Property is within the City's urban growth boundary, contiguous to the currently existing City limits, and is proposed to be annexed to the City; and

WHEREAS, Owner desires to have the Property annexed to the City; and

WHEREAS, Owner will submit a petition for annexation and provide the City with all required consents for annexation; and

WHEREAS, the City is willing to consider annexation of the Property on the terms and conditions, and subject to the provisions, of this Agreement; and

WHEREAS, the City will apply urban zoning upon the successful completion and approval of a land use application for a Zone Map Amendment; and

WHEREAS, the City and Owner desire to enter into this Agreement to regulate the annexation, zoning, use and development of the Property; and

WHEREAS, should a property owner who chooses not to execute the Annexation Agreement, refuses to grant a right-of-way and/or easement across his or her property in accordance with the City's Public Facilities Plans, the City may institute condemnation proceedings to effectuate such right-of-way and/or easement, or modify the Public Facilities Plans to bypass the property, in order to accommodate the orderly construction of the public infrastructure; and

WHEREAS, Council will consider this annexation agreement on October 14, 2025.

NOW, THEREFORE, in consideration of the representations, promises and mutual covenants contained herein, the City and Owner agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated herein as is fully set forth in this Section.

2. **ANNEXATION**

a. City agrees that it will initiate an ordinance annexing the Property into the City once the following conditions are met:

1. All required consents have been received by the City. (See McMinnville Municipal Code (MMC) 16.20.020 for a list of required consents.)

2. A signed Annexation Agreement has been received by the City.

3. The Owner has received a final unappealed land-use approval for city zoning on the property.

b. This agreement is void if the Property is not annexed to the City of McMinnville within five years after the effective date of this Agreement and after the City's receipt of all required consents.

c. Owner may terminate this Agreement by serving written notice to the City no less than 60 days prior to the effective date of the termination. The notice must be received by the City at least 60 days prior to the public hearings for council consideration of the annexation. If the City receives such notice, this Agreement terminates as of the effective date of the notice. After the annexation ordinance is adopted by the City, this Agreement may only be terminated or amended by written consent of the Owner and City. Pursuant to this Agreement, the City agrees that an annexation ordinance will be considered by the McMinnville City Council; however, the City cannot guarantee that the annexation ordinance will be adopted by the City Council.

3. **COMPREHENSIVE PLAN/ZONING**: Prior to the development and annexation of the property, the Owner is required to complete a land-use application for a zoning map amendment for the property in compliance with the McMinnville Comprehensive Plan and McMinnville Zoning Ordinance. Upon successful annexation and a Zone Map Amendment adoption, the City will apply the Zoning designation identified in the land-use application to the property.

4. **DEVELOPMENT:** Owner agrees as follows:

a. Owner shall waive and shall not assert any claim against the City that may now exist or that may accrue through the date of annexation of the Property that it may claim due to its ownership of the Property. This includes any claim arising out of any land use regulation or under Measure 37 (ORS 197.352), Measure 49, and Measure 56 (ORS 227.186).

b. Owner agrees that any development of the property will comply with the City's Zoning Ordinance as it exists now or is later amended. In addition, the development of the Property shall comply with the applicable approved land-use decisions for the property and will incorporate and follow the City's Great Neighborhood Principles as found in the McMinnville Comprehensive Plan and McMinnville Zoning Ordinance as applicable. The Community Development Director or Hearings Body shall determine the applicability of the Great Neighborhood Principles to the subject property as necessary. All development must also comply with federal, state and city regulations.

c. Owner agrees that it will, without any cost to the City, dedicate the necessary rights-of-way or easements for all Planned Improvements identified in the City's Public Facilities Plan and that will be necessary for the development of the property. The Public Facilities Plan includes the Wastewater Conveyance Plan, Water Master Plan, Transportation System Plan, and Parks and Recreation Plan.

   All public rights-of-way to be dedicated shall be free and clear of all encumbrances or other restrictions that may interfere with their intended public use.

d. Required frontage improvements will include up to a half street improvement and restriping along NE McDonald Lane and minor improvements to permanently terminate NE Maloney Drive. Right-of-way dedication, any necessary easement vacations, and frontage improvements are subject to review and approval by the City Engineer.

e. Owner agrees to construct a pedestrian mid-block crossing on NE McDonald Lane between NE Grandhaven Street and NE Samson Street. Design and location to be reviewed and approved by the City Engineer and will need to include the installation or replacement of the receiving ramp on the east side of NE McDonald Lane.

f. Owner/Buyer agrees to provide connectivity from the pedestrian crossing at NE McDonald Lane with the stubbed out path on the south end of Chegwyn Park by dedicating a twenty (20) foot public utility easement (PUE) to the City and constructing a ten (10) foot concrete path within the PUE. The path should avoid vehicular/parking lot crossings and conflicts, and the two remaining five (5) feet of buffer on either side of the concrete path within the PUE shall be planted, irrigated and maintained.

   This pedestrian path should also provide connectivity to the existing sidewalks along NE Maloney Drive and a connection to the mid-block crossing on NE McDonald Drive required in Section 4(d) of this Agreement.

   Path will be subject to design review and approval of the City Engineer.

   Owner/Buyer agrees to construct a four to six (6) foot tall fence on the subject site between the Chegwyn Park and the development, with the only opening being twenty (20) feet wide at the path entrance. The fence must be constructed in a way that provides a physical barrier but allows clear visibility through the fence,

such as a vertical bar fence. This will be subject to the approval of the Parks and Recreation Director.

g. Owner shall remove all water rights from Property, unless partial use is otherwise approved by the McMinnville City Council.

h. Owner agrees to not remonstrate against the formation of a local improvement district or reimbursement district created for the purpose of funding public improvements that will serve the Property. This waiver applies to the Property until all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City. When all of the necessary improvements are completed and accepted by the City, the remonstrance for the local improvement district is terminated.

5. **AMENDMENT:** This Agreement and any exhibits attached hereto may be amended only by the mutual written consent of both parties.

6. **SEVERABILITY:** If any provision, covenant or portion of this Agreement or its application to any person, entity, property or portion of property is held invalid, or if any ordinance or resolution adopted pursuant to this Agreement or its application to any person, entity, property or portion of property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement or other ordinances or resolutions passed pursuant hereto, and to that end, all provisions, covenants, and portions of this Agreement and of the ordinances and resolutions adopted pursuant hereto are declared to be severable.

7. **NO WAIVER OF RIGHT TO ENFORCE AGREEMENT:** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties relating to the subject matter hereof. The parties shall have no obligations other than specifically stated in this Agreement except those of general applicability.

9. **SURVIVAL:** The provisions contained in this Agreement shall survive the annexation of the property and shall not be merged or expunged by the annexation of the property or any part thereof to the City.

10. **SUCCESSORS AND ASSIGNS:** This Agreement shall run with the land described on Exhibit B and inure to the benefit of, and be binding upon, the successors in title of the Owners and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities.

11. **TERM OF AGREEMENT**: This Agreement shall be binding upon the parties and their respective successors and assigns for the full statutory term of twenty (20) years, commencing as of the date of this Agreement unless superseded by Section 2.b of this Agreement.

12. **ENFORCEMENT:** Owner agrees that if it fails to perform as required under this Agreement, the City Council may, at the City Council's option, refuse to process any development application submitted for the Property or include as conditions of approval any requirement of this Agreement. Owner hereby waives any claim regarding such conditions of approval, whether to LUBA or to any state or federal court.

13. **ATTORNEY FEES:** In any proceeding to enforce, apply or interpret this Agreement, each party shall bear its own attorneys' fees and costs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

CITY

Adam Garvin, Interim City Manager
City of McMinnville

OWNER

Barbara Boyer, Chair of YSWCD
Yamhill Soil and Water Conservation District

BUYER

Cory Redding, MAC Multi LLC

Claudia Cisneros

Claudia Cisneros, City Recorder

SEE ATTACHED NOTARIAL CERTIFICATE

STATE OF OREGON)
) ss.
County of Yamhill)

This instrument was acknowledged before me this 4th day of November, 2025 by Adam Garvin, Interim City Manager, on behalf of the City of McMinnville, who acknowledged that he had authority to sign on behalf of the City of McMinnville and this instrument to be the City's voluntary act and deed.

OFFICIAL STAMP
CLAUDIA CISNEROS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1031977
MY COMMISSION EXPIRES JANUARY 5, 2027

Claudia Cisneros
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Yamhill)

This instrument was acknowledged before me this 24th day of November, 2025 by Barbara Boyer, owner of the property at R4409CD00100, who acknowledged this instrument to be his/her voluntary act and deed.

OFFICIAL STAMP
PEGGY LYNN HOWD
NOTARY PUBLIC - OREGON
COMMISSION NO. 1020150
MY COMMISSION EXPIRES JANUARY 05, 2026

Notary Public for Oregon

EXHIBIT 1:

Legal Description of the Property to Be Annexed:

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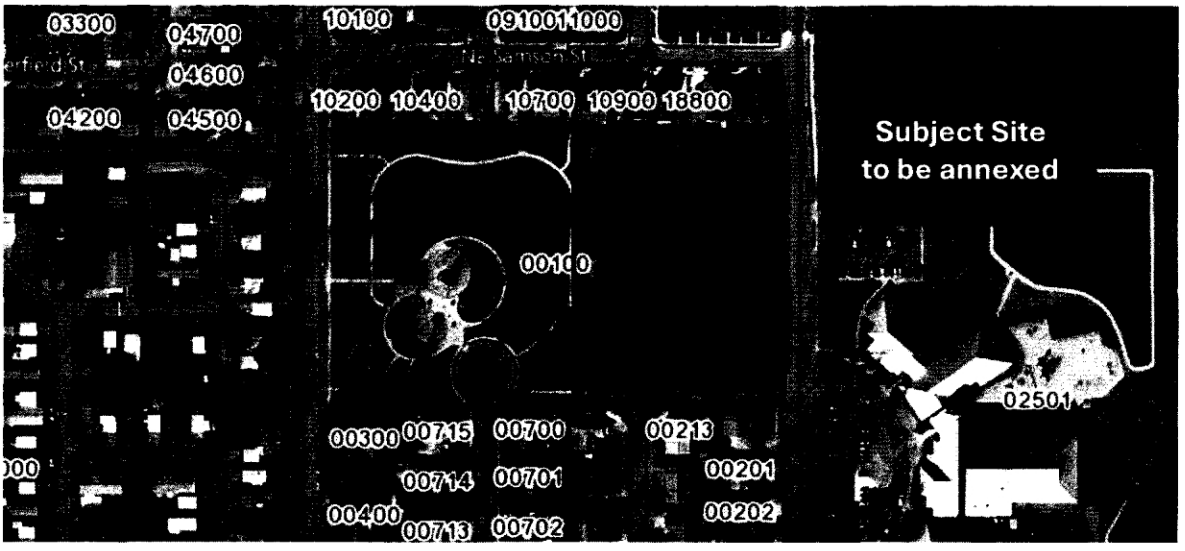
Bearings are based on the Oregon Coordinate Reference System (OCRS) Salem Zone, referenced to NAD83 (2011), Epoch 2010.00.

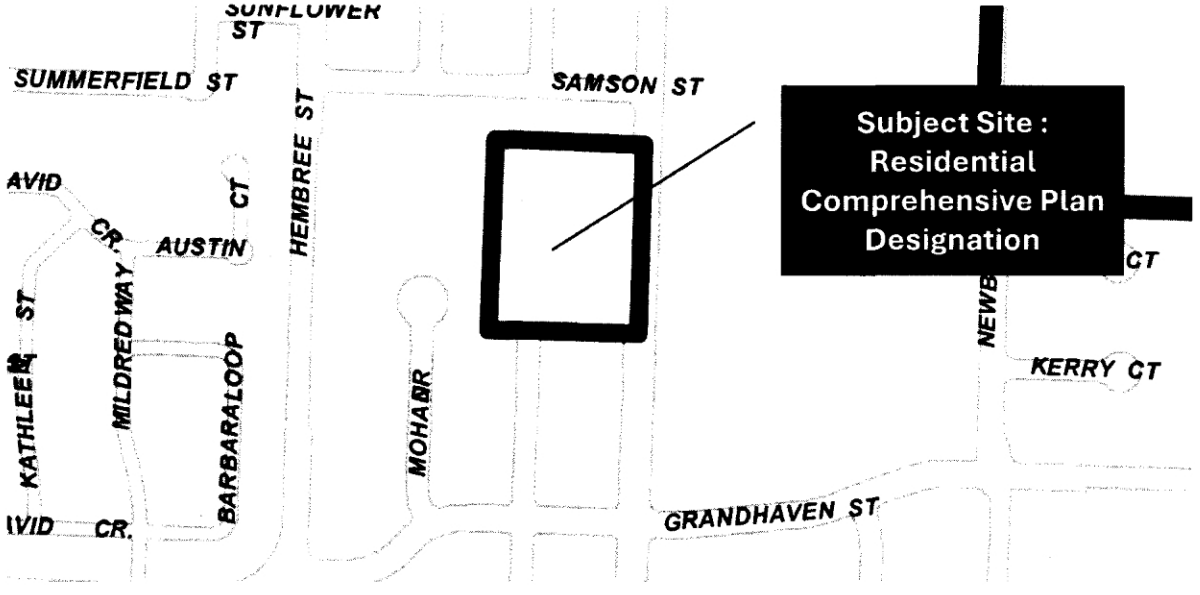
EXHIBIT 2:

Maps of Subject Site:

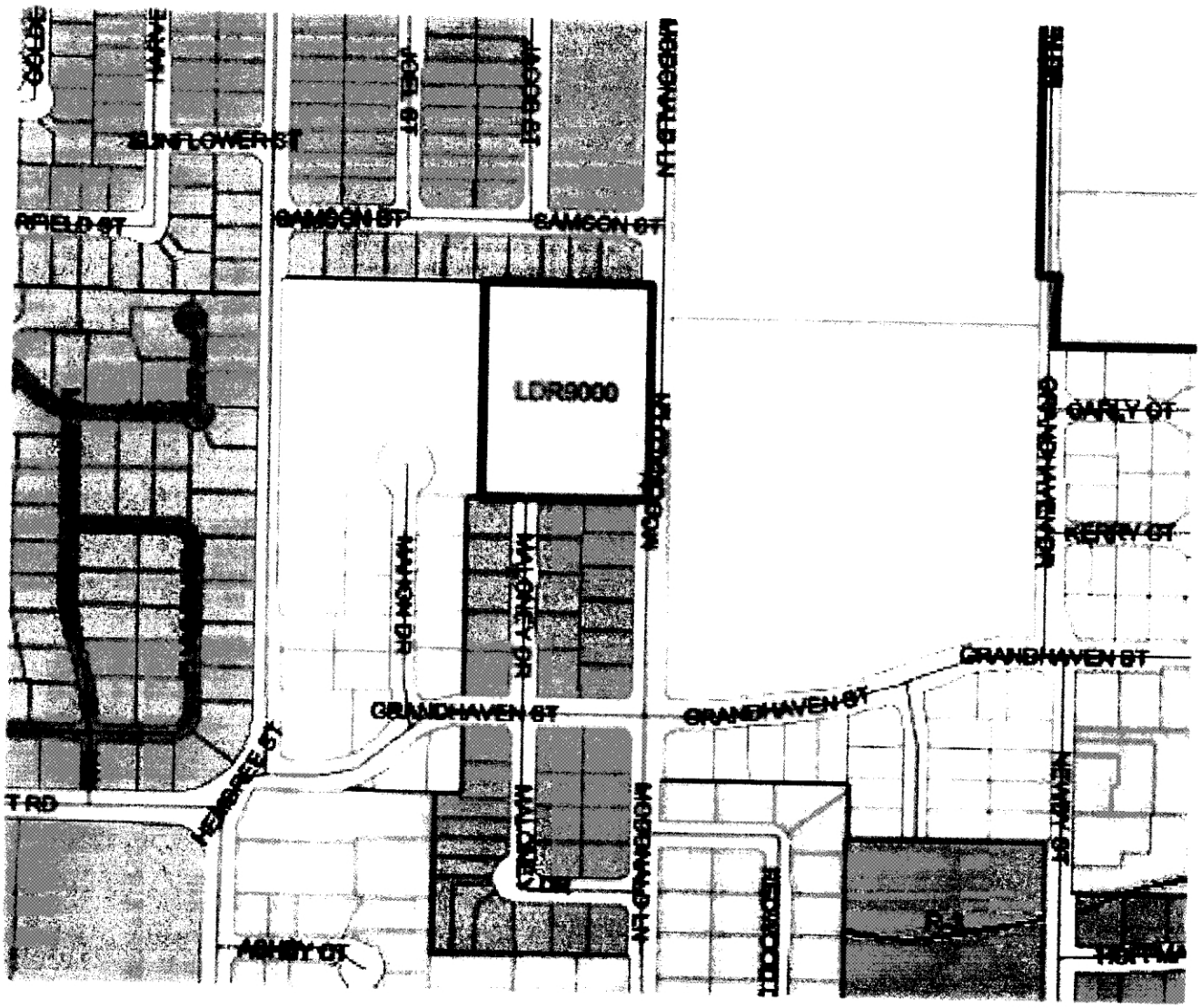
Aerial of Subject Site:



Comprehensive Plan Designation of Subject Site:

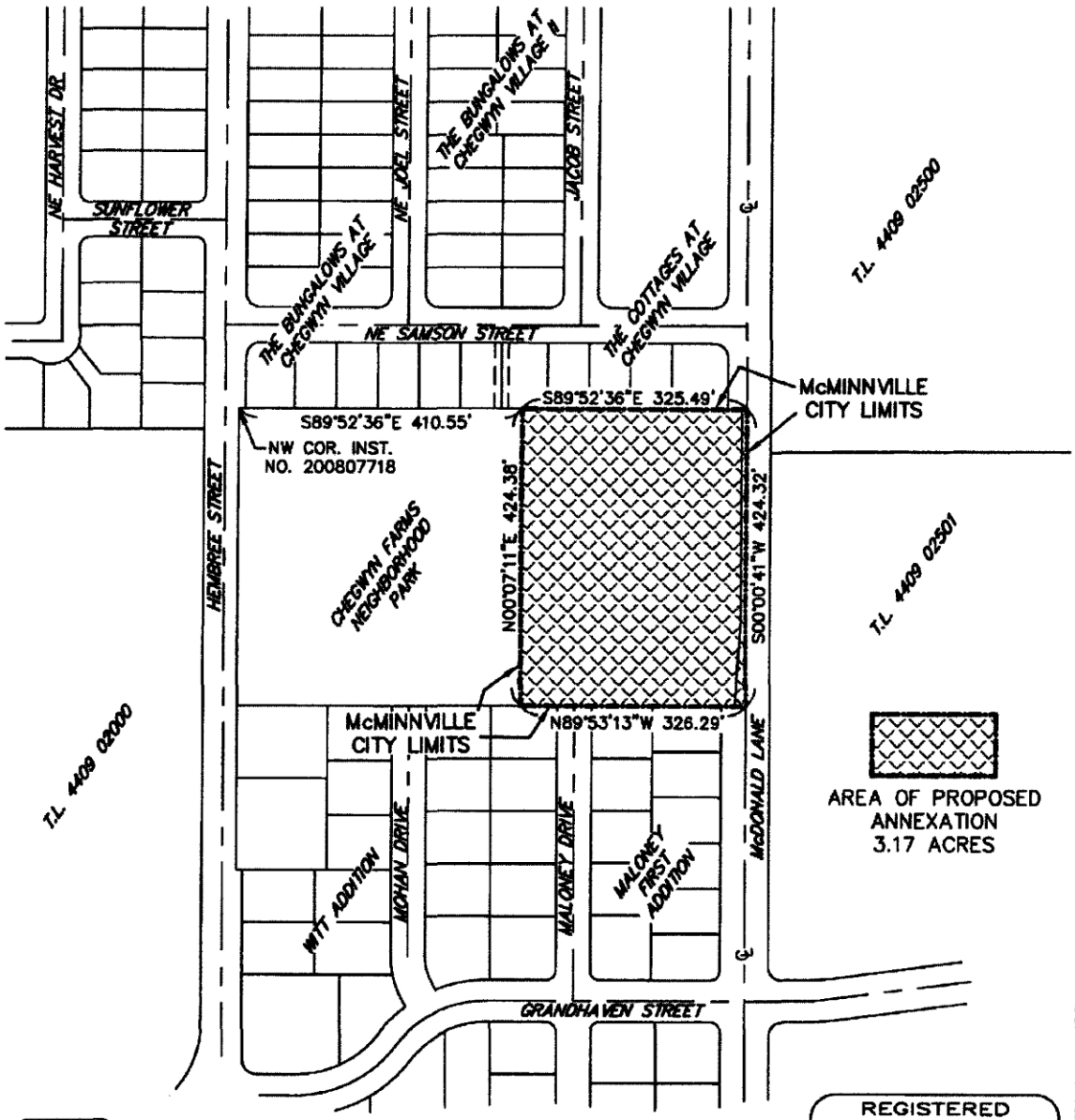


Vicinity Map:



MAP OF PROPOSED ANNEXATION

LOCATED IN THE SW 1/4 OF SECTION 9, T. 4 S., R. 4 W., W. M.,
YAMHILL COUNTY, OREGON



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

0' 200' 400'

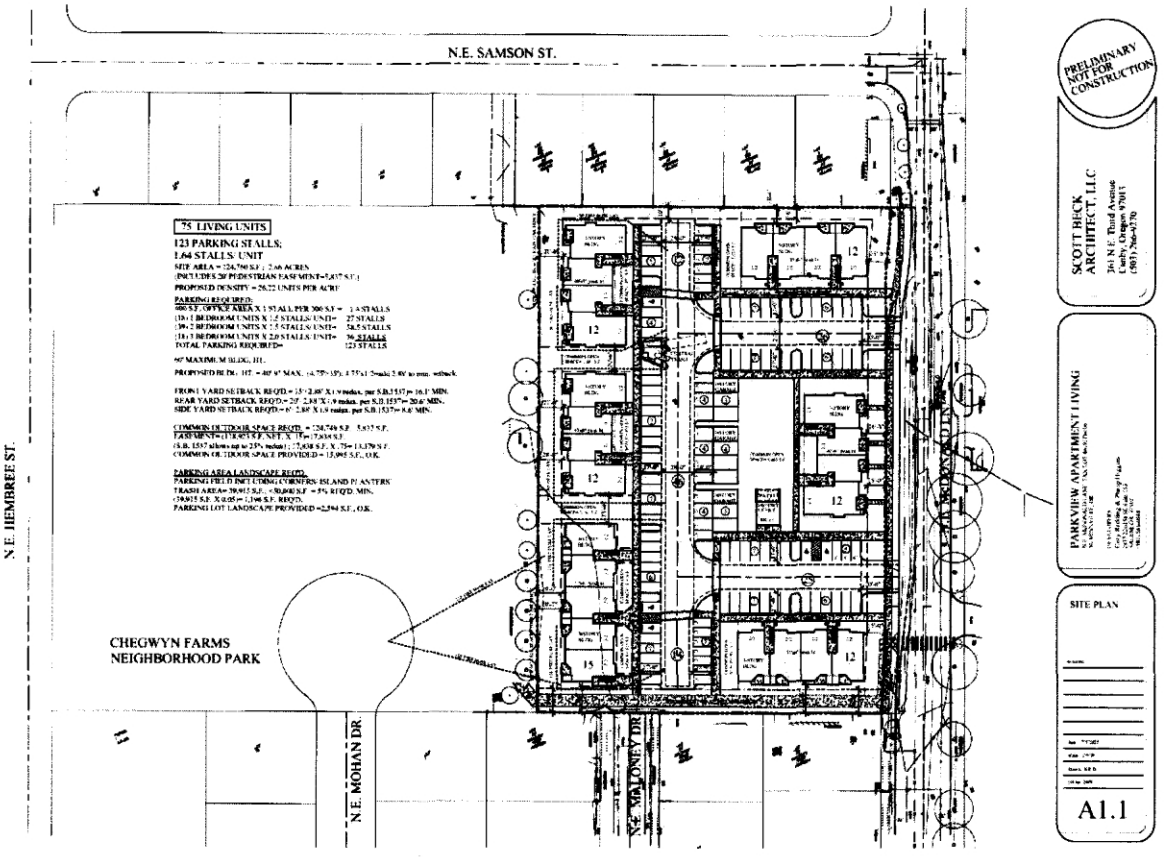
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 19, 1994
GREGORY L. WILSON
2687

EXPIRES: 6/30/2026

EXHIBIT 3:

Proposed Development Plan of Subject Site:



STAFF REPORT

DATE: September 22, 2026
TO: Adam Garvin, City Manager
SUBMITTED BY: Logan Adams, Project Engineer
SUBJECT: Public Contracting Exemption for 1800 SW East ST Sewer Main

1. Resolution No. 2026-50, adopting findings and exempting from public bidding requirements for sewer replacement on 1800 SW East Street (Tax Lot R4429BD00500)

Report in Brief:

This action is the consideration of a resolution to allow an exemption in public improvement contract bidding for the rehabilitation of approximately 260 linear feet of 8″ public sewer main and the installation of approximately 60 linear feet of 4″ public sewer lateral at 1800 SW East ST and allow the City Manager to award a public improvement contract to Sawyer & Sons Construction LLC.

Background:

The property owner of 1800 SW East ST recently applied for and received development permits for the demolition of the existing structure (Walnut City Lanes) and the construction of a new commercial structure (Les Schwab Tire Center). As part of the review of the permit the Engineering Department identified that there is currently 318 linear feet of aging concrete sewer main that runs through the site. To support the City's aggressive I&I program, and in an effort to reduce future construction costs and reduce construction impacts on the future business, the City Engineering Department requested that the excavator on-site provide a quote for the cost to replace the existing aging sewer main with a new sewer line. The price provided was determined to be reasonable but exceeded the allowable amount for a direct award contract under ORS 279C.

Under ORS 279C.335(2), a local contract review board may exempt a public improvement contract from competitive bidding requirements after the local contract review board approves two findings: 1) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and 2) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of McMinnville.

Discussion:

The quote provided by Sawyer & Sons Construction LLC was reviewed by City staff and compared to recent similar pipe replacement projects and found to be reasonable for the scope of work being provided. The quote also does not include other items which would be required if the City were to take on the project at a later date including:

- Mobilization
- Asphalt Resurfacing
- Landscape Replacement
- Curb Replacement
- Manhole Removal & Replacement

The removal of these items by directly awarding the contract to the excavator on-site provides significant cost savings to the City and allows the construction of the new sewer main to occur during one phase, reducing staff time for project management, and reducing the likelihood of a safety incident.

Attachments:

1. Resolution 2026-50
2. Exhibit A – ORS 279C.335 Findings
3. Contractor's Quote

Fiscal Impact:

Project funding would come from the Wastewater Contingency Fund (75-99.9800) that is already included in the FY26-27 Wastewater Fund (75) budget.

Alternatives:

Alternative 1 [Staff Recommendation]: Adopt the attached resolution dispensing with competitive processes and authorizing the City Manager to award a public improvement contract to Sawyer & Sons Construction LLC.

Alternative 2: Reject the attached resolution. The City will proceed with a standard competitive procurement for the needed work.

Alternative 3: The Council may consider any other alternative not presented by staff.

RESOLUTION NO. 2026 - 50

A Resolution adopting findings and exempting from public bidding requirements for sewer replacement on 1800 SW East Street (Tax Lot R4429BD00500).

RECITALS:

Whereas, the City owns approximately 318′ of concrete sanitary sewer main that runs through 1800 SW East Street and serves multiple properties; and

Whereas, the property owner of 1800 SW East Street wishes to redevelop that real property and is seeking to collaborate with the City to connect into the existing sewer main and provide sewer service to their new development; and

Whereas, the City has an aggressive I&I program that specifically targets aging sewer infrastructure.; and

Whereas, reconstruction of the City′s sewer main in collaboration with the redevelopment of 1800 SW East Street will allow reconstruction of the City′s sewer main without impacting the operations of the future business on that property; and

Whereas, such reconstruction amounts to a Public Improvement Contract subject to competitive bidding requirements under ORS 279C.300; and

Whereas, a local contract review board may exempt a public improvement contract from competitive bidding requirements after approving findings required by ORS 279C.335.

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

1. That the following findings are made and approved, as further detailed in Exhibit A, attached hereto:

   i. The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.

   ii. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City. In approving this finding, the local contract review board has considered the type, cost and amount of the contract, as well as the factors in Exhibit A.

2. That the public improvement contract for construction of a new sewer main is exempt from the competitive bidding requirements of ORS 279C.300.

3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of September, 2026.

_____
MAYOR

Approved as to form:

_____
City Attorney

Attest:

_____
City Recorder

EXHIBITS:
A. ORS 279C.335 Findings

Exhibit A
To Resolution No. 2026-50

ORS 279C.335 Findings

1. The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.

Supporting Factors:

a. The work will still be bid according to APWA standards.
b. The City will have an opportunity to object to submitted cost statements, allowing the City some leverage if there is reason to believe better prices can be had elsewhere.
c. This format may increase competition by appealing to contractors that do not usually bid on government contracts.

2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City.

Supporting Factors:

a. The contractor is already on-site performing work for the developer, removing the cost of mobilization of crew and equipment
b. Performing the work prior to final completion of the site (including asphalt paving, concrete curbs, and landscaping installation) removes the cost of future restoration work that the City would be required to do
c. [Developer] will be able to maximize efficiencies by constructing the full sewer main as a single project.
d. The following factors from ORS 279C.335(2)(b)(A)-(N) must be considered to the extent applicable:

(A) How many persons are available to bid; *The work solicited is not uncommon and could be done by others, including local contractors. However, the selected contractor is already onsite and contracted with the private developer, saving on mobilization and any administrative procurement burden.*

(B) The construction budget and the projected operating costs for the completed public improvement; *Operating costs are unchanged. The construction budget will likely be lower since we will not have to pay for mobilization and larger quantities since the work is bid with the adjacent development. Additionally, considering the alternative where the City constructs the entire line on its own after the site is developed, there are a lot more savings on engineering, bidding services, permitting, and services during construction since the City would not have to duplicate those things. In that event, the City would also have to restore some of the new parking lot that is being built by the developer to construct the new pipe, representing obvious inefficiency.*

(C) Public benefits that may result from granting the exemption; *A single construction phase with less impact to neighboring residents and the future business being developed.*

(D) Whether value engineering techniques may decrease the cost of the public improvement; *N/A – Engineering is already complete.*

(E) The cost and availability of specialized expertise that is necessary for the public improvement; *Unlikely for this project.*

(F) Any likely increases in public safety; *A single, shorter construction phase, rather than two, resulting in earlier improvements and shorter timeframes for construction-related incidents.*

(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement; *Developer has already secured the relevant erosion-control permit.*

(H) Whether granting the exemption will affect the sources of funding for the public improvement; *City funding for its share of the construction comes from the contingency fund 75-99-9800, so this exemption will have no effect.*

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement; *N/A.*

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement; *The project is neither large nor technically complex. Still the project will be better addressed simply by virtue of not having to duplicate engineering and bidding work that is already complete.*

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure; *The public improvement is in coordination with new construction on 1800 SW East Street.*

(L) Whether the public improvement will be occupied or unoccupied during construction; *N/A.*

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; *This will be a single phase if the developer builds it. The pipe will take two phases if the City has to construct its own half.*

(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract; *N/A.*

SAWYER & SONS
CONSTRUCTION, LLC

Sawyer & Sons Construction LLC
36206 NE Washougal River Road
Washougal, WA, 98671
(360) 518-8081

Change Order 1

Client Name	Western Construction		
Attention	Lee/Kolton	**PO Number:**	
Address		**Job Name:**	McMinnville OR South
City, State ZIP			
Phone			
Email		**Date**	08/21/2026

Scope

Redo Sewer Main and Lateral to existing BLD and set at

Item #	*Description*	*Unit*	*Quantity*	*Price*	*Extended Price*
	Sewer main	LF	260	$ 45.00	**$ 11,700.00**
	Lateral	LF	60	$ 50.00	**$ 3,000.00**
	Hot tap	EA	1	$ 3,500.00	**$ 3,500.00**
	Rock	TN	475	$ 26.00	**$ 12,350.00**
	Export	YDS	311	$ 25.00	**$ 7,775.00**
				Subtotal	**$ 38,325.00**
				GC's	**4,599.00**
				Sales Tax	
				Total Cost Increase	**$ 42,924.00**

Exclusions:

Permits and Fees, Bonds, Survey and Layout, Special Inspections, Contaminated media handling and disposal, Shoring and Dewatering, Landscaping, Irrigation, Landscape media, Dry Utilities, Striping, Signage, Site Fixtures, Concrete form and pour, Asphalt, Vapor barrier, Removal of boulders over 3', "Rock Excavation", Fild walk and email markup from Kolton, This bid pricing subject to change due to supplier cost increases. Bid is based off industry standards. If depth of asphalt or Concrete differs from standard or an act of god occurs a change order will be required.

All work will be completed in a professional workmanlike manner to industry standards. Any alteration or deviation from the above specifications impacting schedule or costs will be executed only upon written approval by the client and an authorized Sawyer and Sons Construction LLC representative. All scheduling is contingent on safe and accessible jobsite working conditions, weather, or factors beyond GC's control. All work to be performed during normal industry daylight shift hours. Invoices will be submitted on or before the 25th of each month and due by the 10th of the following month. Invoices not paid by the due date will incur a 10% compounded interest rate. Invoices not paid within 30 days will be subject to lien as this is our notice of intent to lien. By signing below you are legally bind to theses term and conditions. Proposal effective for 30 days.

Bid/Proposal provided and approved by:

Jesse Sawyer Date
360.518.8081
jesse@sawyergroupnw.com

Owner/Representative acceptance:

Accepted By Date

City of McMinnville
ENGINEERING

STAFF REPORT

DATE: **September 22, 2026**
TO: **Adam Garvin, Interim City Manager**
SUBMITTED BY: **Geoff Hunsaker, Public Works Director**
WRITTEN BY: **Jeff Gooden, Project Manager**
SUBJECT: **Contract for Construction of Linear Park Storm Repair**

1. Resolution No. 2026-51, A Resolution Authorizing the City Manager to Execute a Construction Contract with Tripeak Contractors Incorporated to construct the Linear Park Storm Repair Project 2026-2.

Report in Brief:

This action is the consideration to award a construction contract in the amount of $99,916 to Tripeak Contractors Incorporated for the Linear Park Storm Repair, Project 2026-2.

Background:

The existing corrugated metal (CMP) storm main has failed and there is a sink hole in the linear park between SW Cypress Street and SW Filbert Street. City of McMinnville operations crews have made several repairs along the storm main in recent years and the CMP continues to fail. This project is to replace approximately 800' of storm main of various pipe types within the Linear Park.

Discussion:

At 3:00 pm on September 1st, fifteen bids were received, opened, and read for the Linear Park Storm Repair, Project 2026-2. The results are tabulated from lowest bidder to highest bidder as follows:

Bidder	Total Bid Amount
TriPeak Contractors Inc.	$99,916.00
Secor Homes	$133,788.04
SLE Inc.	$157,641.00

Pihl Inc.	$159,000.00
Haworth Inc.	$159,367.94
Houck Construction	$192,635.00
C + H Excavation	$196,092.00
North Cascade Excavating	$199,775.00
Emery and Sons	$208,327.00
Common Ground Excavation	$236,457.81
Saunders Company	$258,545.70
Sewer Renewal Specialists LLC	$288,921.06
Lovett Inc.	$296,433.40
North Santiam Paving	$297.895.00
Alpha Environmental	$298,100.00

The bids were evaluated for completeness and compliance with the bidding requirements. The bids met the requirements. A detailed breakdown of the bids received are on file at the Engineering Department.

The City performed due diligence to clarify the contractors bid was done using the materials specified in the bidding documents, and to ask for references.
It was determined the bid from TriPeak Contractors Incorporated in the amount of $99,916.00 was deemed to be the lowest responsible and responsive bid.

The project is expected to start October 2026, weather permitting, and be complete by June 30, 2027.

Attachments:

1. Bid Tab
2. Vicinity Map
3. Resolution No. 2026-51

Fiscal Impact:

The funds for this project are included in the adopted FY26/27 Stormwater Capitol Fund(72) Capitol Outlay budget with an amount of $350,000. TriPeak Contractors Inc. bid of $99,916.00 is under the budgeted amount.

Alternatives:

Alternative 1 [Staff Recommendation]: Adopt the attached resolution authorizing the City Manager to execute a contract with TriPeak Contractors Incorporated in the amount of $99,916.00 and an additional budget authority of 10% for project contingency. This is to efficiently respond to unknown subsurface conditions or other unknown issues that may arise during construction. TriPeak Contractors Incorporated was the lowest responsive and responsible bidder.

Alternative 2: Reject the attached resolution. Take the project back out to bid and alter the scope of the project.

Alternative 3: The Council may consider any other alternative not presented by staff.

Linear Park Storm Repair **Project No. 2026-2**

BID TAB				SLE Inc		TriPeak Contractors Inc		Sewer Renwal Specialists LLC		Alpha Environmental		Haworth Inc		Pihl Inc		C + H Excavation	
ITEM NO.	ITEM	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
	Bid Schedule																
	Description																
10	Mobilization	LS	1	$25,074.00	$25,074.00	$9,900.00	$9,900.00	$17,612.42	$17,612.42	$27,500.00	$27,500.00	$2,350.00	$2,350.00	$14,575.00	$14,575.00	$23,100.00	$23,100.00
20	Temporary Work Zone Traffic Control, Complete	LS	1	$3,755.00	$3,755.00	$5,250.00	$5,250.00	$10,936.83	$10,936.83	$6,000.00	$6,000.00	$1,500.00	$1,500.00	$4,500.00	$4,500.00	$4,229.00	$4,229.00
30	Landscape Restoration	LS	1	$17,653.00	$17,653.00	$5,250.00	$5,250.00	$9,569.37	$9,569.37	$7,500.00	$7,500.00	$6,500.00	$6,500.00	$8,000.00	$8,000.00	$6,993.00	$6,993.00
40	24" 3034 SDR 35 Storm Pipe	LF	14	$139.00	$1,946.00	$135.00	$1,890.00	$225.39	$3,155.46	$275.00	$3,850.00	$117.71	$1,647.94	$110.00	$1,540.00	$923.00	$12,922.00
50	24" Dual Wall PP Storm Pipe	LF	799	$110.00	$87,890.00	$74.00	$59,126.00	$241.20	$192,718.80	$250.00	$199,750.00	$142.80	$114,097.20	$115.00	$91,885.00	$151.50	$121,048.50
60	Paved Culvert End Slope	EA	1	$6,231.00	$6,231.00	$5,500.00	$5,500.00	$24,989.45	$24,989.45	$20,000.00	$20,000.00	$6,780.00	$6,780.00	$14,000.00	$14,000.00	$6,135.00	$6,135.00
70	Ditch Inlet	EA	2	$2,600.00	$5,200.00	$3,250.00	$6,500.00	$7,245.45	$14,490.90	$7,500.00	$15,000.00	$7,340.00	$14,680.00	$5,000.00	$10,000.00	$4,996.00	$9,992.00
80	Shallow Manhole	EA	1	$7844.00	$7,844.00	$6000.00	$6,000.00	$11346.40	$11,346.40	$11000.00	$11,000.00	$7012.80	$7,012.80	$7500.00	$7,500.00	$5572.50	$5,572.50
90	Connection to Existing Structures	EA	1	$2048.00	$2,048.00	$500.00	$500.00	$4101.43	$4,101.43	$7500.00	$7,500.00	$4800.00	$4,800.00	$7000.00	$7,000.00	$6100.00	$6,100.00
	Bid Total				$157,641.00		$99,916.00		$288,921.06		$298,100.00		$159,367.94		$159,000.00		$196,092.00
						Apparent Low Bidder											
Bid Complete & Signed?				X		X		X		X		X		X		X	
Addendum Acknowledged?				X		X		X		X		X		X		X	
Bid Bond & Power of Attorney?				X		X		X		X		X		X		X	
1st Tier Submitted?				X		X		X		X		X		X			

Indicates an error in the unit cost of the proposed bid

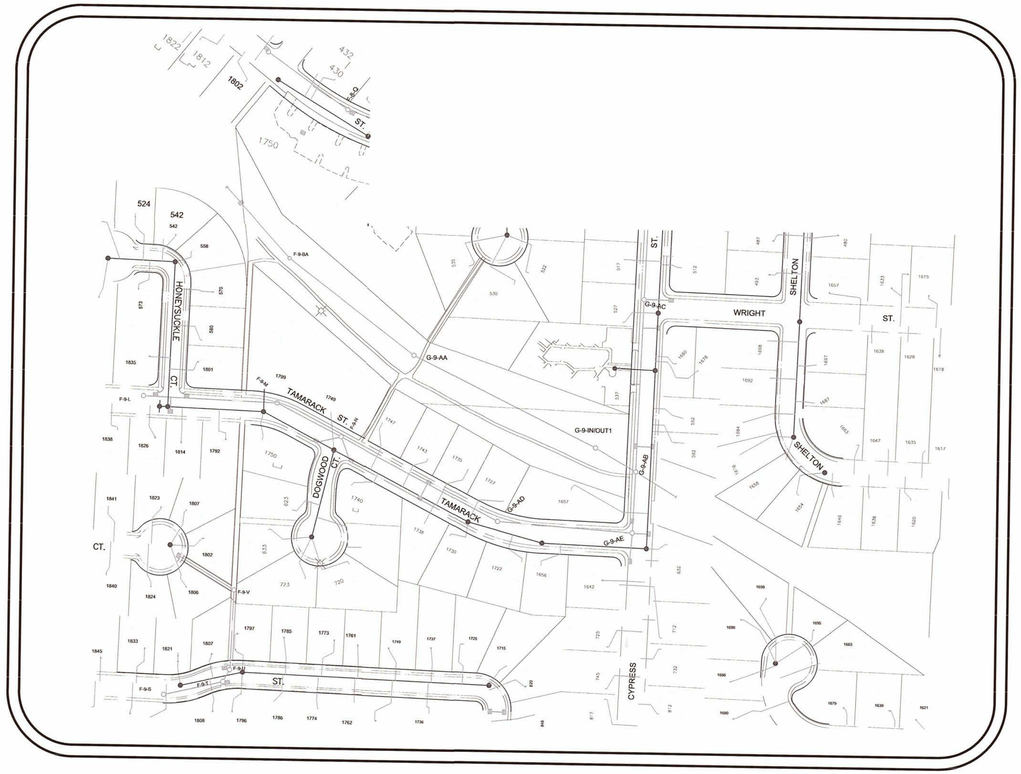
				Saunders Co.		North Santiam Paving		Lovett Inc.		Secor Homes		Common Ground		Emery and Sons		North Cascade		Houck Construction	
ITEM NO.	ITEM	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
	Bid Schedule																		
	Description																		
10	Mobilization	LS	1	$36,264.92	$36,264.92	$29,000.00	$29,000.00	$49,170.00	$49,170.00	$29,269.67	$29,269.67	$26,585.85	$26,585.85	$57,000.00	$57,000.00	$53,000.00	$53,000.00	$27,500.00	$27,500.00
20	Temporary Work Zone Traffic Control, Complete	LS	1	$1,312.12	$1,312.12	$29,000.00	$29,000.00	$15,408.00	$15,408.00	$5,500.00	$5,500.00	$2,152.20	$2,152.20	$7,000.00	$7,000.00	$2,500.00	$2,500.00	$17,050.00	$17,050.00
30	Landscape Restoration	LS	1	$4,255.00	$4,255.00	$29,500.00	$29,500.00	$36,755.00	$36,755.00	$3,300.00	$3,300.00	$15,380.48	$15,380.48	$8,700.00	$8,700.00	$14,000.00	$14,000.00	$5,775.00	$5,775.00
40	24" 3034 SDR 35 Storm Pipe	LF	14	$238.41	$3,337.74	$400.00	$5,600.00	$366.00	$5,124.00	$115.59	$1,618.26	$399.54	$5,593.56	$219.00	$3,066.00	$225.00	$3,150.00	$231.00	$3,234.00
50	24" Dual Wall PP Storm Pipe	LF	799	$218.80	$174,821.20	$205.00	$163,795.00	$210.60	$168,269.40	$79.68	$63,664.32	$165.17	$131,970.83	$139.00	$111,061.00	$125.00	$99,875.00	$134.00	$107,066.00
60	Paved Culvert End Slope	EA	1	$8,647.49	$8,647.49	$9,500.00	$9,500.00	$5,544.00	$5,544.00	$7,913.29	$7,913.29	$21,385.38	$21,385.38	$7,900.00	$7,900.00	$7,000.00	$7,000.00	$8,250.00	$8,250.00
70	Ditch Inlet	EA	2	$8,102.91	$16,205.82	$7,500.00	$15,000.00	$3,422.00	$6,844.00	$7,913.29	$15,826.58	$9,449.22	$18,898.44	$3,300.00	$6,600.00	$4,500.00	$9,000.00	$5,775.00	$11,550.00
80	Shallow Manhole	EA	1	$7887.80	$7,887.80	$10000.00	$10,000.00	$7816.00	$7,816.00	$5045.92	$5,045.92	$8338.88	$8,338.88	$5200.00	$5,200.00	$9500.00	$9,500.00	$6710.00	$6,710.00
90	Connection to Existing Structures	EA	1	$5813.61	$5,813.61	$6500.00	$6,500.00	$1503.00	$1,503.00	$1650.00	$1,650.00	$6152.19	$6,152.19	$1800.00	$1,800.00	$1750.00	$1,750.00	$5500.00	$5,500.00
	Bid Total				$258,545.70		$297,895.00		$296,433.40		$133,788.04		$236,457.81		$208,327.00		$199,775.00		$192,635.00
Bid Complete & Signed?				X		X		X		X		X		X		X		X	
Addendum Acknowledged?				X		X		X		X		X		X		X		X	
Bid Bond & Power of Attorney?				X		X		X		X		X		X		X		X	
1st Tier Submitted?				X		X		X		X				X		X			

Indicates an error in the unit cost of the proposed bid

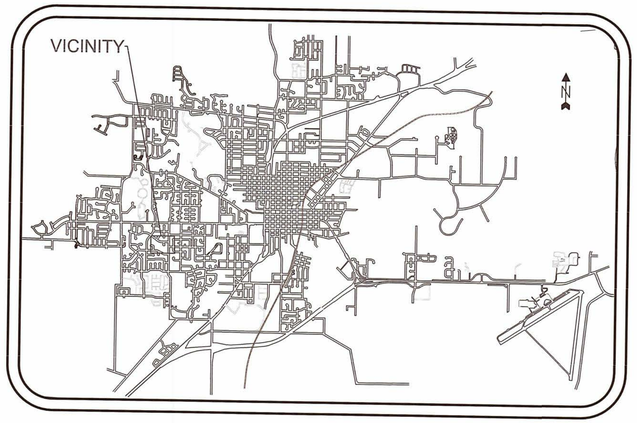
LINEAR PARK STORM PROJECT

ENGINEERING CONSTRUCTION PLANS

PROJECT NUMBER 2026-2



SITE MAP



VICINITY MAP

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - CONSTRUCTION NOTES
SHEET 3 - EXISTING CONDITIONS
SHEET 4 - STORMWATER
SHEET 5 - CAST IN PLACE PAVED END SLOPE DETAILS
SHEET 6 - TRASH RACK DETAILS
SHEET 7 - MISCELLANEOUS DETAILS
SHEET 8 - CITY STANDARD DETAILS

PROJECT MANAGER

JEFF GOODEN
CITY OF MCMINNVILLE
ADDRESS: 231 NE 5TH ST,
MCMINNVILLE OR 97128
PHONE: 971-241-7738

UTILITY CONTACTS

POWER
MCMINNVILLE WATER AND LIGHT
CONTACT: RYAN TIMM
855 NE MARSH LANE
MCMINNVILLE, OR 97128
PHONE: 503-472-6919 EXT. 3

CABLE
COMCAST CABLE
CONTACT: RYAN HANSEN
150 NW LEWISBURG AVENUE
CORVALLIS, OR 97330
PHONE: 541-230-0079

WATER
MCMINNVILLE WATER AND LIGHT
CONTACT: STEVE WENDELL
855 NE MARSH LANE
MCMINNVILLE, OR 97128
PHONE: 503-472-6919 EXT. 2

PROJECT LOCATION:

THE PROJECT IS LOCATED ALONG CYPRESS STREET SOUTH OF SW LOCUST STREET TO DISCOVERY MEADOWS PARK. EAST OF SW WESTVALE STREET TO THE INTERSECTION OF SW FELLOWS AND SW CYPRESS STREET IN MCMINNVILLE OREGON

ATTENTION EXCAVATORS:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS BUT NOT MORE THAN TEN BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

UTILITY CONTACTS

GAS
NW NATURAL GAS
220 NW 2ND AVENUE
PORTLAND, OR 97209
CONTACT: BRIAN KELLEY
PHONE: 503-226-4211 X2427
EMERGENCY: 503-226-4211 X3213

TELEPHONE
ZIPLY FIBER
CONTACT: JOHN BIELEC
4155 SW CEDAR HILLS BLVD
BEAVERTON, OR 97005
PHONE: 503-991-6520

SANITARY SEWER
MCMINNVILLE ENGINEERING
CONTACT: LOGAN ADAMS
231 NE 5TH ST
MCMINNVILLE, OR 97128
PHONE: 503-474-7506

STORM SEWER
MCMINNVILLE ENGINEERING
CONTACT: LOGAN ADAMS
231 NE 5TH ST
MCMINNVILLE, OR 97128
PHONE: 503-474-7506

OREGON UTILITY NOTIFICATION CENTER
Know what's below. Call before you dig. 811
DIG SAFELY OREGON 1-800-332-2344

CITY OF McMINNVILLE, OREGON
ENGINEERING DEPARTMENT
LINEAR PARK STORM
COVER PAGE

SCALE: NO SCALE
Drawn: JG
Checked: KW
Date: JULY 23, 2026
Project No. 2026-02
SHEET 1 OF 8

City of McMinnville ENGINEERING

REGISTERED PROFESSIONAL ENGINEER 93570PE OREGON MAY 08,2018 KEVIN J. WOOD
EXPIRES: 06-30-28

RESOLUTION NO. 2026-51

A Resolution awarding the contract for the Linear Park Storm Repair Project 2026-2.

RECITALS:

WHEREAS, At 3:00 pm on September 1, 2026, fifteen bids for the Linear Park Storm Repair Project 2026-2, were publicly opened and read aloud; and

WHEREAS, The low bidder TriPeak Contractors Incoerporated met all of the bid requirements, and should be considered the lowest responsive and responsible bidder ; and

WHEREAS, Funding for this project is included in the FY26 Stormwater Capitol Fund (72) Capitol Outlay budget.

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

1. The entry into a construction contract with TriPeak Contractors Incorporated, in the amount of $99,916.00, with a completion date of June 30, 2027, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the construction contract.
3. Authorizes a 10% reserve for contingencies ($9,916.60) for dealing with unknown site conditions to be administered by the City Engineer or designee.
2. This resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Council of the City of McMinnville at a regular meeting held the 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of September 2026.

_____
MAYOR

Approved as to form:

_____
City Attorney

Attest:

_____
City Recorder

City of McMinnville
POLICE

City Recorder Use

Final Action:
Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: **Grey Lizard, LLC dba Dead Nettle Vineyard**
BUSINESS LOCATION ADDRESS: **475 NE 17th Street, McMinnville**
LIQUOR LICENSE TYPE: **Winery**
*** New License Application ***

Is the business at this location currently licensed by OLCC

☐ Yes ☑ No

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

Proposed business operations:

Manufacturing/Production
Retail Off-Premises Sales

Tritech Records Management System Check: Yes ☑ No ☐

Criminal Records Check: Yes ☐ No ☑

Recommended Action: Approve ☑ Disapprove ☐

Scott Fessler, Captain

Chief of Police / Designee

City Manager / Designee

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Grey Lizard, LLC

Proposed Trade Name: Dead Nettle Vineyard

Premises Address: 475 NE 17th St Unit:

City: McMinnville County: Yamhill Zip: 97128

Application Type: (●) New License Application ( ) Change of Ownership ( ) Change of Location

License Type: Winery ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Martin Fischer Phone: [redacted]

Mailing Address: [redacted]

City: Newberg State: OR Zip: 97132

Email Address: [redacted]

Business Details

Please check all that apply to your proposed business operations at this location:

☒ Manufacturing/Production

☒ Retail Off-Premises Sales

☐ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☐ Indoor Consumption ☐ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Grey Lizard, LLC

Proposed Trade Name: Dead Nettle Vineyard

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: McMinnville

Optional Date Received Stamp

Date Application Received: 9/3/2026

Received by: Laura Fitzgerald

Section 3 – Recommendation - To be completed by Local Government:

- ○ **Recommend this license be granted**
- ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)
- ○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

City of McMinnville
ADMINISTRATION

STAFF REPORT

DATE: **September 22, 2025**
TO: **Adam Garvin, City Manager**
SUBMITTED BY: **Scott Burke, Information Services Director**
SUBJECT: **Contract for Co-Managed Information Technology and Cybersecurity Services**

1. Resolution No. 2026-55, A Resolution authorizing the City Manager to execute a contract with VC3 for $1,279,389 for Co-Managed Information Technology and Cybersecurity services.

Report in Brief:

The City issued a Request for Proposal (RFP) for Co-Managed Information Technology and Cybersecurity Services on August 28, 2026, and received ten proposals by the September 11th deadline. The evaluation group, made up of the City Manager, Information Services Director and Chief of Police, scored five proposals. After deliberation, review of references, and evaluation of scoring, the evaluation group chose to issue an Intent to Award Notice in favor of VC3.

Background:

The City issued the RFP in search of a long-term technology partner capable of supplementing and supporting City information technology personal while providing specialized technical resources, cybersecurity services, 24/7/365 monitoring and response capabilities, strategic guidance and operational redundancy. The RFP responses were evaluated based on factors such as cybersecurity service delivery, CJIS data handling capability and security practices, public sector experience, co-managed IT approach, technical capability and transition and implementation approach.

The contract includes co-managed technical support and management, specific cybersecurity antivirus and protection tools including 24/7/365 security operations and response, CJIS trained personnel, strategic technology guidance and VCIO services incorporating regular security review meetings with City IT personnel and regular briefings to City management and City Council.

Discussion:

The resolution proposes authorizing the City Manager to sign a contract with VC3, after any applicable protest period has passed. The contract will be an initial term of three years from FY2026-27 to FY2028-29, with options for additional extensions subject to mutual agreement and applicable procurement requirements.

Attachments:

1. RFP for Co-Managed Information Technology and Cybersecurity Services
2. VC3 RFP Proposal for Co-Managed Information Technology and Cybersecurity Services
3. VC3 RFP Final for Co-Managed Information Technology and Cybersecurity Services
4. Resolution No. 2026-55 Co-Managed Information Technology and Cybersecurity Services Contract VC3.

Fiscal Impact: Total amount for the initial three-year contract is $1,279,389, as detailed below.

	2026	2027(est)	2028(est)	Total	
VC3 Contract	400,831	416,864	433,539	1,251,234	
Onboarding Fee	28,155			28,155	
				1,279,389	Total Contract Cost
IS Costs Replaced	196,600	204,464	212,643	613,707	Total City IS Savings
Crowdstrike Replaced	55,000	57,200	59,488	171,688	
Net Total Contract Cost	**177,386**	**155,200**	**161,408**	**493,994**	
Cost of new IS Admin Step 8	175,128	182,133	189,418	546,680	
	2,258	-26,933	-28,010	-52,685	VC3 Net Savings

Alternatives:

Alternative 1 [Staff Recommendation]: Adopt the attached resolution authorizing a contract with VC3.

Alternative 2: Direct Staff to negotiate for a different service package and go to the market again at that time. Current short term contract for additional Cybersecurity services would expire.

Alternative 3: Reject the attached resolution. Rejecting the current resolution would result in no additional Information Technology and Cybersecurity services for the City.

Alternative 4: The Council may consider any other alternative not presented by staff.

Scoring Summary:	Proposal				Interview				Final Rank
	AG	SB	CW		AG	SB	CW		
Integrity IT									
Co-Managed IT Approach / Technical Capability	22	20	20						
Cybersecurity & CrowdStrike Capability	18	17	17						
CJIS Capability & Security Practices	12	11	10						
Proposed Team & Public-Sector Experience	13	11	10						
Transition & Implementation Approach	13	12	10						
Service Levels & Support Model	9	8	7	Avg.					
	87	79	74	80					
Northwest Techies									
Co-Managed IT Approach / Technical Capability	23	20	20						
Cybersecurity & CrowdStrike Capability	18	15	17						
CJIS Capability & Security Practices	10	8	8						
Proposed Team & Public-Sector Experience	9	8	8						
Transition & Implementation Approach	13	10	10						
Service Levels & Support Model	9	7	8	Avg.					
	82	68	71	74					
ConsultAdd Inc									
Co-Managed IT Approach / Technical Capability	22	22	21		20	22	20		
Cybersecurity & CrowdStrike Capability	18	17	18		19	18	18		
CJIS Capability & Security Practices	11	12	12		10	13	13		
Proposed Team & Public-Sector Experience	13	12	12		11	12	13		
Transition & Implementation Approach	13	13	14		12	13	12		
Service Levels & Support Model	9	8	8	Avg.	8	8	8	Avg.	
	86	84	85	85	80	86	84	83	3
GSG									
Co-Managed IT Approach / Technical Capability	20	20	21		22	21	22		
Cybersecurity & CrowdStrike Capability	18	21	17		18	21	19		
CJIS Capability & Security Practices	14	13	12		15	13	13		
Proposed Team & Public-Sector Experience	14	13	13		15	13	14		
Transition & Implementation Approach	12	12	12		12	12	13		
Service Levels & Support Model	8	7	8	Avg.	8	8	9	Avg.	
	86	86	83	85	90	88	90	89	2
VC3									
Co-Managed IT Approach & Technical Capability	23	23	23		24	23	23		
Cybersecurity & CrowdStrike Capability	17	18	19		17	18	19		
CJIS Capability & Security Practices	14	14	15		15	14	14		
Proposed Team & Public-Sector Experience	15	14	14		15	15	15		
Transition & Implementation Approach	13	14	14		13	14	13		
Service Levels & Support Model	9	8	10	Avg.	9	9	10	Avg.	
	91	91	95	92	93	93	94	93	1

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

Co-Managed Information Technology

and

Cybersecurity Services

August 28, 2026

Address Proposals to:
City of McMinnville
Attn: Scott Burke
230 NE Second Street
McMinnville, OR 97128

Proposals due: Friday September 11th, 2026, at 4:00 PM, Pacific Time
Proposals must be submitted electronically by email to:
Scott Burke, Information Systems Director
Scott.burke@mcminnvilleoregon.gov

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1. INVITATION TO PROPOSE

The City of McMinnville, Oregon ("City") is soliciting proposals from qualified Managed Service Providers ("MSP" or "Provider") to provide comprehensive co-managed information technology and cybersecurity services.

The City is seeking a long-term technology partner capable of supplementing and supporting City information technology personnel while providing specialized technical resources, cybersecurity services, 24/7 monitoring and response capabilities, strategic guidance, and operational redundancy.

The City intends to maintain an internal information technology function. This procurement is not intended solely as a traditional outsourced IT arrangement. The successful Provider will work collaboratively with City staff under a co-managed service model in which responsibilities may evolve over the term of the agreement.

A significant objective of this procurement is to establish an integrated cybersecurity program utilizing **CrowdStrike as the City's required endpoint security platform**. The successful Provider will be responsible for providing the applicable CrowdStrike licensing, deployment, administration, 24/7/365 monitoring, managed detection and response services, support, and associated cybersecurity services as part of the proposed solution.

The City will not separately procure CrowdStrike licensing under the anticipated agreement unless mutually agreed upon in the future.

Because City information technology infrastructure supports law enforcement operations and systems containing Criminal Justice Information ("CJI"), personnel assigned and/or having any physical or remote access to City data systems, servers, or to the City's computing environment must satisfy all applicable Criminal Justice Information Services ("CJIS") requirements prior to receiving applicable access.

The City intends to select the proposer determined to provide the best overall value to the City based upon the evaluation criteria established in this RFP. Issuance of this RFP does not obligate the City to award a contract or reimburse any proposer for costs incurred in preparing a proposal.

2. CITY BACKGROUND AND CURRENT ENVIROMENT

The City of McMinnville is a full-service municipal government located in Yamhill County, Oregon. The City employs approximately 136 full-time employees and operates

technology infrastructure supporting approximately 310 endpoints across approximately 10 physical locations.

The City's technology environment supports Administration, Finance, Human Resources, Police, Municipal Court, Community Development, Public Works, Parks and Recreation, Library, stormwater operations, and other municipal services.

For purposes of establishing a common pricing and service baseline, proposers should assume the following approximate environment:

- Endpoints: Approximately 310 desktops, laptops, Toughbooks/mobile data terminals, public-access terminals, kiosks, board-member devices, and other managed endpoints. Endpoint quantities may fluctuate and will be reconciled periodically under the managed services agreement.
- Server Environment: Approximately 50 virtual machines operating across six VMware ESXi hosts distributed among three primary facilities. The City anticipates reducing the number of virtual machines over the next 6-12 months through application rationalization, infrastructure modernization, and cloud migration.
- Facilities: Approximately 10 City locations, including City Hall, Police Department, Library, Community Center, Public Works facilities, and other municipal buildings.
- Microsoft Environment: Microsoft 365, on-premises Active Directory, and associated Microsoft identity and productivity services. The City anticipates continued modernization and cloud identity migration.
- Cybersecurity and Infrastructure Technologies: The City's current environment includes CrowdStrike, Duo, Veeam based multilayered backups including immutable and offsite storage, Mimecast, Microsoft 365, VMware, HPE/Nimble/Alletra storage infrastructure, and other enterprise technologies.
- Telecommunications: The City currently utilizes Mitel telephony and anticipates migration to Zoom Phone.
- Public Safety/CJIS: Certain City systems and infrastructure support law enforcement operations and Criminal Justice Information and are subject to applicable CJIS requirements.
- Public Works / Stormwater: City Public Works and stormwater-related technology infrastructure are within scope. Specialized SCADA and industrial control systems

supporting City operations are managed by a dedicated third-party provider and are outside the scope of direct MSP management; however, coordination may be required regarding network connectivity, VPN access, cybersecurity, segmentation, incident response, and related infrastructure.

- Excluded Infrastructure: Technology infrastructure belonging to the McMinnville Fire District and McMinnville Water & Light is not part of this solicitation and shall not be included in proposal scope or pricing. The McMinnville Fire District is a separate governmental entity. McMinnville Water & Light operates under the City of McMinnville Charter; however, its operations, management, personnel, technology systems, and infrastructure are administered independently from the City's technology environment and are outside the scope of this RFP.

All quantities are approximate and are provided for proposal development purposes. Final quantities will be validated during implementation and may change during the contract term.

The City may provide additional technical information to qualified proposers when necessary for proposal development. (Appendix A) The City reserves the right to withhold network diagrams, detailed system architecture, security configurations, vulnerability information, IP addressing, credentials, and other security-sensitive information from the publicly issued solicitation.

3. PROCUREMENT OBJECTIVES

Through this procurement, the City intends to:

1. Establish a collaborative co-managed IT operating model between City staff and the successful Provider.
2. Improve the reliability, resiliency, documentation, and security of City technology systems.
3. Provide City staff with access to specialized technical expertise beyond what is practical to maintain entirely in-house.
4. Establish appropriate redundancy and continuity of IT operations.

5. Provide effective 24/7 cybersecurity monitoring, detection, escalation, and response.
6. Standardize endpoint cybersecurity around CrowdStrike.
7. Improve vulnerability identification, remediation, patching, and security configuration.
8. Strengthen identity and access management.
9. Maintain compliance with applicable CJIS requirements.
10. Improve backup, disaster recovery, and business continuity capabilities.
11. Establish measurable service levels and accountability.
12. Provide predictable and transparent technology costs.
13. Maintain flexibility as the City's internal staffing and technology needs evolve.
14. Establish a technology roadmap aligned with the City's operational and financial priorities.
15. Reduce dependence on individual employees, contractors, vendors, or undocumented institutional knowledge.

1. Establish and mature a documented cybersecurity program aligned primarily with the CIS Critical Security Controls, Version 8, while incorporating applicable CJIS requirements and other regulatory or operational requirements.

4. CO-MANAGED SERVICE PHILOSOPHY

The City intends to maintain internal responsibility and authority over its technology environment while utilizing the successful Provider to supplement internal capabilities.
The Provider shall work collaboratively with designated City IT personnel and City management.
The City is specifically seeking a Provider that is comfortable operating within a shared-responsibility environment.
The successful Provider shall not require exclusive control of City systems, administrative credentials, technology procurement, or vendor relationships as a condition of providing services unless specifically approved by the City.
The allocation of responsibilities may change during the contract as City staffing, technology, security requirements, and operational needs evolve.
The Provider shall therefore demonstrate the ability to scale services upward or downward without requiring replacement of the overall service model.

5. SERVICE DESK AND END-USER SUPPORT

The following represents the City's anticipated scope. Proposers should clearly identify services included within their base recurring price, services offered at additional cost, and services not provided. *All references to price and requests for pricing information in this section and elsewhere in this RFP are solicited to demonstrate capacity and organizational structure, not for purposes of evaluation or determination of a successful proposer.*

Services may include:

- Tier 1, Tier 2, and Tier 3 technical support;
- Remote troubleshooting;
- On-site support;
- Hardware troubleshooting;
- Software support;
- User account administration;
- Microsoft 365 support;
- Printer and peripheral support;
- Mobile device support;
- New employee onboarding;
- Employee separation/offboarding;
- workstation deployment;
- escalation support for City IT personnel;
- after-hours emergency support; and
- documentation of incidents and resolutions.

Proposers shall describe proposed service desk hours and availability.

6. INFRASTRUCTURE MANAGEMENT

The Provider shall have demonstrated capability to support and manage:

- Microsoft Windows endpoints;
- Microsoft Windows Server environments;
- Microsoft 365;
- Microsoft Entra ID/Azure Active Directory;
- Active Directory;
- Group Policy;
- virtualization infrastructure;

- network switches;
- routers;
- firewalls;
- wireless infrastructure;
- VPN and remote connectivity;
- camera and video storage systems and devices;
- storage systems;
- backup infrastructure;
- cloud services;
- DNS and related infrastructure;
- certificates;
- endpoint management;
- mobile devices; and
- other typical municipal technology infrastructure.

The Provider shall identify technologies it does not support.

7. CROWDSTRIKE - MANDATORY PLATFORM REQUIREMENT

7.1 Required Platform

CrowdStrike is a mandatory component of this solicitation.

The City is not soliciting alternative endpoint detection and response platforms through this RFP.

A proposal requiring replacement of CrowdStrike with another EDR, XDR, MDR, or endpoint cybersecurity platform shall be considered non-responsive unless the City specifically requests an alternative during negotiations.

7.2 MSP-Provided CrowdStrike Licensing

The successful Provider shall furnish the required CrowdStrike licensing as part of the managed services agreement.

The City intends for CrowdStrike licensing and associated managed services to be consolidated within the MSP agreement rather than separately purchased by the City.

The Provider's recurring pricing shall clearly identify:

- CrowdStrike products/modules included;
- number and type of licensed endpoints;
- workstation licensing;
- server licensing;

    - applicable identity protection licensing;
    - managed detection and response services;
    - log retention, if applicable;
    - threat hunting services;
- Vulnerability/exposure management, if applicable;
- CrowdStrike exposure management, asset discovery, or related modules proposed as part of the solution;
    - licensing assumptions;
    - unit pricing for additional endpoints;
    - annual or other licensing escalation assumptions; and
    - any CrowdStrike functionality not included in the base proposal.

7.3 CrowdStrike Administration

The Provider shall be responsible for:

- initial deployment and/or transition;
- configuration;
- policy management;
- sensor deployment;
- sensor health;
- upgrades;
- monitoring;
- alert triage;
- threat hunting where included;
- incident escalation;
- containment;
- remediation assistance;
- reporting;
- configuration reviews;
- integration with other security tools;
- ongoing optimization; and
- coordination with City personnel during cybersecurity incidents.

The Provider shall leverage available CrowdStrike capabilities for endpoint visibility, asset discovery, exposure identification, threat informed prioritization, and vulnerability management where appropriate. The Provider may propose complementary vulnerability management technology when necessary to meet the full requirements of Section 12;

however, any such technology and associated licensing shall be clearly identified and priced.

Proposer shall identify each proposed CrowdStrike component.

CrowdStrike Product/Module	Quantity
Endpoint/Workstation Protection	
Server Protection	
Managed Detection & Response	
Identity Protection	
Exposure/Vulnerability Management	
Log Management/SIEM	
Threat Hunting	
Other	

Proposer shall identify any minimum purchase commitments, licensing terms, annual increases, true-up provisions, or other conditions associated with CrowdStrike.

7.4 24/7 Monitoring

The proposed CrowdStrike solution shall include 24-hour-per-day, 365-day-per-year cybersecurity monitoring and escalation.

Proposers shall specifically describe:

1. Whether monitoring is performed directly by the proposer, CrowdStrike, or another organization.
2. Whether CrowdStrike Falcon Complete or another CrowdStrike managed service is included.
3. SOC location(s).
4. SOC staffing model.
5. Escalation procedures.
6. Response authority.
7. Containment procedures.
8. City notification procedures.
9. Expected response times.
10. Any limitations on after-hours response.

7.5 City Ownership and Portability

Although CrowdStrike licensing may be furnished through the Provider, the City's security environment shall not be structured in a manner that creates unreasonable vendor lock-in.

The proposal shall describe how CrowdStrike licensing and services would transition if the City's relationship with the Provider ends.

At all times, the City shall retain appropriate access to its:

- security information;
- incident history;
- configurations;
- policies;
- reports;
- device information;
- security documentation; and
- other City-generated or City-specific information.

Upon termination or expiration of the agreement, the Provider shall cooperate with the City and any successor provider to facilitate an orderly transition without interruption of endpoint protection, and transfer of historical City data as appropriate.

8. CYBERSECURITY SERVICES

In addition to CrowdStrike, the Provider shall describe its ability to provide:

- security architecture;
- security policy development;
- vulnerability management;
- vulnerability scanning;
- patch management;
- configuration management;
- Microsoft 365 security;
- identity protection;
- privileged account management;
- multifactor authentication;
- email security;
- DNS security;
- firewall security;

- network monitoring;
- log management;
- SIEM services;
- incident response;
- forensic support;
- ransomware response;
- threat intelligence;
- security awareness support;
- cybersecurity insurance coordination;
- penetration testing coordination;
- disaster recovery planning;
- tabletop exercises; and
- remediation planning.

The Provider shall clearly distinguish services included in recurring pricing from optional or project-based services.

9. CJIS REQUIREMENTS

9.1 Mandatory Compliance

The City operates information systems that access, process, store, transmit, or otherwise support Criminal Justice Information.

The successful Provider shall comply with all applicable requirements of:

- the FBI Criminal Justice Information Services Security Policy;
- Oregon State Police CJIS requirements;
- applicable Oregon Law Enforcement Data System requirements;
- applicable federal and state laws and regulations; and
- City information security policies and procedures.

Compliance with these requirements is mandatory.

9.2 Personnel Requirements

All Provider employees, agents, subcontractors, consultants, SOC personnel, NOC personnel, help desk personnel, engineers, administrators, or other individuals who will have physical or logical access to City systems, networks, infrastructure, credentials, or technology capable of storing, processing, accessing, or transmitting CJI shall satisfy applicable CJIS personnel security requirements **before access is granted**.

The City will not permit a Provider to assign personnel to the City's environment who have not completed applicable CJIS requirements.

Applicable requirements may include, without limitation:

- identity verification;
- fingerprint-based criminal history screening;
- applicable state and national criminal history checks;
- security awareness training;
- required certifications;
- execution of applicable security agreements;
- CJIS Security Addendum requirements;
- confidentiality requirements; and
- continuing compliance requirements.

The City reserves the right to require removal of any Provider personnel from the City's account when necessary to maintain CJIS compliance or protect City systems.

9.3 Provider Responsibility

The Provider shall maintain sufficient CJIS-qualified personnel to meet contractual service levels without relying upon personnel who are not authorized to access the City's environment.

Lack of available CJIS-qualified personnel shall not excuse the Provider from contractual response or resolution requirements.

The Provider shall describe:

1. Its experience supporting CJIS-regulated organizations.
2. Number of employees currently supporting CJIS environments.
3. Process for onboarding personnel into CJIS-regulated environments.
4. Background screening procedures.
5. Security awareness training procedures.
6. Procedures for maintaining continued eligibility.
7. Process when an employee loses eligibility.
8. Use of subcontractors.
9. Geographic location of personnel.
10. Ability to provide 24/7 support using personnel satisfying applicable CJIS requirements.

9.4 Subcontractors

The Provider shall disclose all subcontractors that may access City systems or information.

No subcontractor may access City systems without prior City authorization and satisfaction of applicable CJIS requirements.
The Provider remains fully responsible for subcontractor performance and compliance.

10. REMOTE AND PRIVILEGED ACCESS

The Provider shall describe its proposed method for accessing City systems.
At minimum:

- individual accounts shall be required;
- shared administrative credentials shall be prohibited except where technically unavoidable and specifically approved;
- multifactor authentication shall be required for privileged and remote access;
- privileged access shall follow least-privilege principles;
- access shall be logged;
- Provider access shall be promptly disabled upon personnel separation or reassignment;
- City personnel shall retain the ability to revoke Provider access;
- administrative access shall be limited to authorized personnel; and
- remote access methods must satisfy applicable CJIS and City security requirements.

11. BACKUP, DISASTER RECOVERY, AND BUSINESS CONTINUITY

The Provider shall assess and support the City's backup and disaster recovery capabilities.
Services should include:

- backup monitoring;
- backup failure remediation;
- recovery testing;
- restoration assistance;
- immutable or otherwise protected backup strategies;
- off-site/cloud backup strategies;
- recovery documentation;
- disaster recovery planning;
- recovery time objective analysis;

- recovery point objective analysis; and
- annual or otherwise regularly scheduled recovery testing.

Proposers shall identify any recommended backup products and all associated costs.

12. PATCH AND VULNERABILITY MANAGEMENT

12.1 Patch Management

The Provider shall describe its process for operating system patching, third-party application patching, server patching, emergency security updates, exception management, reporting, and escalation of unresolved patching issues.

The proposal should identify proposed patching timelines based upon vulnerability severity and operational risk.

12.2 Vulnerability Management

The Provider shall provide an ongoing vulnerability management program covering the City's applicable internal and external technology environment. The program shall be aligned with the City's CIS Controls v8 cybersecurity program, applicable CJIS requirements, and generally accepted municipal cybersecurity practices.

For proposal purposes, proposers should assume an environment consisting of approximately 310 endpoints, 50 virtual servers, six VMware ESXi hosts, network switches, firewalls, wireless infrastructure and related network equipment across approximately 10 locations, and City-controlled externally accessible systems and services.

SCADA and industrial control systems are excluded from direct vulnerability scanning unless specifically authorized by the City and its specialized SCADA provider. The Provider shall nevertheless coordinate regarding network-level vulnerabilities, segmentation, connectivity, VPN access, and identified risks affecting or adjacent to those systems.

12.3 Scanning and Assessment

- Authenticated internal vulnerability assessment at least monthly;
- External/perimeter vulnerability assessment at least weekly;
- Ongoing or continuous endpoint exposure assessment where supported through the proposed CrowdStrike platform;
- Prioritization based upon vulnerability severity, exploitability, asset criticality, exposure, available threat intelligence, and operational context;

- Validation and reduction of false positives;
- Remediation recommendations;
- Tracking of findings through closure;
- Verification of remediation through rescanning or other appropriate validation.

12.4 Critical Notification

- Critical vulnerabilities or conditions requiring immediate action: notification to designated City personnel within four hours of validation.
- High-severity vulnerabilities: notification within 24 hours of validation.
- Known exploited vulnerabilities, active exploitation, or conditions presenting an imminent threat: immediate escalation through the City's cybersecurity incident escalation process regardless of CVSS score.

Proposers may recommend more stringent notification standards.

12.5 Remediation Responsibility

The Provider shall identify recommended remediation, assign risk and priority, and coordinate remediation through the responsibility model established between the City and Provider. For systems within the Provider's assigned management responsibilities, the Provider shall perform or coordinate authorized remediation. For systems retained under City management, the Provider shall provide remediation guidance and track the issue through resolution. The Provider shall verify remediation through rescanning or other validation and document closure.

Vulnerabilities affecting systems managed by specialized third parties, including SCADA/ICS infrastructure, shall be coordinated with the City and applicable third-party provider. The MSP shall not make unauthorized changes to SCADA or industrial control systems.

12.6 Reporting

Monthly vulnerability reports shall be provided to City IT personnel and management, including an executive-level summary. Quarterly trend reporting shall show remediation progress, aging of unresolved findings, recurring vulnerabilities, and changes in overall risk.

13. DOCUMENTATION

The Provider shall create and maintain documentation sufficient to allow the City or a successor provider to operate the City’s environment.

Documentation shall include, as applicable:

- network diagrams;
- hardware inventory;
- software inventory;
- licensing information;
- configuration documentation;
- vendor information;
- system dependencies;
- administrative procedures;
- backup procedures;
- disaster recovery procedures;
- cybersecurity procedures;
- escalation procedures;
- account and access documentation; and
- technology standards.

Documentation produced under the contract shall be the property of the City.

14. TECHNOLOGY STRATEGY AND VCIO SERVICES

14.1 Technology Strategy and vCIO Services

The Provider shall provide strategic technology guidance appropriate for a municipal government.

Services should include:

- technology roadmap development;
- annual technology planning;
- cybersecurity roadmap;
- lifecycle planning;
- budgeting assistance;
- capital planning;
- licensing optimization;
- vendor evaluation;
- technology standards;
- risk identification;
- project planning; and
- executive-level technology consultation.

The Provider shall participate in periodic technology and service review meetings with City management and IT personnel.

14.2 Virtual Chief Information Security Officer (vCISO) Services

The Provider shall include ongoing virtual Chief Information Security Officer ("vCISO") or equivalent senior cybersecurity advisory services as part of the proposed service model.

The purpose of the vCISO function is to assist the City in developing and maintaining a sustainable, documented cybersecurity program aligned primarily with the CIS Critical Security Controls, Version 8, applicable CJIS requirements, City operational needs, cybersecurity insurance requirements, and other applicable regulatory obligations.

- Development and maintenance of a cybersecurity program and roadmap;
- Initial cybersecurity posture and gap assessment;
- CIS Controls v8 gap analysis and maturity tracking;
- CJIS security coordination;
- Cybersecurity policy development and review;
- Cybersecurity risk register development and maintenance;
- Prioritization of cybersecurity investments and remediation activities;
- Review of vulnerability management and remediation performance;
- Incident response planning;
- Cybersecurity insurance coordination;
- Security architecture consultation;
- Annual or periodic incident response/tabletop exercises;
- Coordination with City IT personnel, management, and specialized technology vendors;
- Cybersecurity metrics and executive reporting;
- Strategic cybersecurity recommendations.

The City anticipates monthly cybersecurity review meetings with City IT personnel and management. The Provider shall also prepare executive-level cybersecurity information suitable for presentation to City management and, when requested, the City Council. Services may be primarily remote; however, proposers shall include quarterly onsite participation as appropriate. The City's initial cybersecurity assessment may require additional onsite stakeholder interviews, discovery, and documentation review.

During the first 90 days, the Provider shall complete an Initial Security Posture Assessment establishing the City's baseline against CIS Controls v8 and applicable CJIS requirements. The assessment shall identify material risks, recommended remediation priorities, policy/documentation needs, and a proposed cybersecurity roadmap.

The City has established cybersecurity technologies, practices, and policies at varying stages of maturity and seeks to further formalize, document, assess, and align its cybersecurity program with CIS Controls v8.

Proposers shall clearly state whether the initial assessment is included within the recurring managed-services fee or proposed as a separately identified onboarding cost.

15. PROJECT SERVICES

The City anticipates periodically requiring project services outside normal managed services.

Proposers shall provide hourly rates for:

- project management;
- systems engineering;
- network engineering;
- cybersecurity engineering;
- Microsoft/cloud engineering;
- senior architecture;
- onsite technical support;
- after-hours project work; and
- other applicable professional services.

The Provider shall not perform billable project work without City authorization.

16. TRANSITION AND IMPLEMENTATION

The selected Provider shall develop a detailed transition plan.

The proposal shall include a preliminary **30/60/90-day implementation plan** addressing, at minimum:

First 30 Days

- discovery;
- system inventory;
- administrative access;

- documentation collection;
- network assessment;
- security assessment;
- CrowdStrike licensing transition;
- CrowdStrike deployment/tenant transition;
- backup validation;
- critical vulnerability identification;
- escalation procedures; and
- service desk integration.

Days 31-60

- documentation development;
- remediation of priority issues;
- patch management standardization;
- monitoring optimization;
- security policy review;
- backup/recovery testing;
- network documentation; and
- technology roadmap development.

Days 61-90

- completion of baseline documentation;
- outstanding remediation plan;
- service-level review;
- cybersecurity baseline report;
- technology roadmap;
- lifecycle recommendations;
- budget recommendations; and
- executive review with City management.

The first 90 days shall also include the CIS Controls v8 and applicable CJIS baseline assessment described in Section 14.2.

The Provider shall identify all anticipated transition costs separately.

Subsequently, selected Provider to work with the City after implementation to develop a transition plan in the event of contract termination or separation, including knowledge and documentation transfer and documentation, and cooperation with any licensing or other transfer considerations. (Section 31)

17. SERVICE LEVEL REQUIREMENTS

Proposers shall provide proposed service levels.

At minimum, proposals shall address:

Priority	Example	Required Response
Critical / P1	Citywide outage, active cybersecurity incident, critical public safety system outage	Proposed by Vendor
High / P2	Major department impact, multiple users unable to work	Proposed by Vendor
Medium / P3	Individual user or non-critical system issue	Proposed by Vendor
Low / P4	Routine request, configuration change, general assistance	Proposed by Vendor

The City strongly prefers immediate 24/7 response to confirmed or suspected cybersecurity incidents, particularly Critical/P1 Incidents.

Proposers shall identify response time, escalation time, target resolution time, onsite response capability, after-hours response, cybersecurity incident response, escalation procedures, and service-level reporting.

18. REPORTING AND GOVERNANCE

The Provider shall provide regular reporting addressing ticket volume, service-level performance, endpoint health, CrowdStrike status, cybersecurity alerts and incidents, vulnerabilities, patch compliance, backup status, licensing, project status, recurring problems, technology risks, recommendations, and upcoming lifecycle needs.

Vulnerability reporting shall include monthly operational reporting and quarterly trend analysis showing remediation progress, aging, recurring findings, and risk reduction over time.

The City anticipates regular operational meetings and periodic executive-level service reviews.

19. REQUIRED STAFFING MATRIX

Proposers shall provide a staffing matrix substantially similar to the following:

Role	Employee or Subcontractor	Location	CJIS Qualified	CrowdStrike Certification/ Experience	City Access Level
Account Manager					
Service Desk					
Tier 2 Engineer					
Tier 3 Engineer					
Network Engineer					
Security Engineer					
SOC Analyst					
Incident Response					
vCIO/Strategic Advisor					
vCISO/Security Advisor					

Proposers may add additional roles. All roles must be addressed and roles may not be subtracted.

For each subcontractor that may provide services related to the City's account, identify legal company name, service performed, physical location of personnel, whether personnel may access City systems, whether personnel may access CJI or CJI-supporting infrastructure, CJIS qualification status, cybersecurity role, CrowdStrike role, and reason subcontracting is necessary.

No undisclosed subcontractor shall receive access to City systems without prior City approval.

Identify the personnel expected to have primary responsibility for the City's account and attach relevant qualifications.

The City may require that material changes to designated key personnel receive prior notice.

20. RESPONSIBILITY MATRIX

Proposers shall complete the following matrix identifying their recommended allocation of responsibility.

Use:

C = City

P = Provider

S = Shared

Function	Proposed Responsibility
Tier 1 Help Desk	
Tier 2 Support	
Tier 3 Support	
Endpoint Administration	
Server Administration	
Network Administration	
Firewall Administration	
Microsoft 365 Administration	
Active Directory/Entra ID	
User Provisioning	
CrowdStrike Licensing	P
CrowdStrike Administration	P
CrowdStrike Monitoring/MDR	P
Cybersecurity Incident Response	
Patch Management	
Vulnerability Management	

Function	Proposed Responsibility
Backup Administration	
Disaster Recovery	
Documentation	
Vendor Management	
Technology Procurement	
Strategic Planning vCISO / Security Governance	
Project Management	
Cyber Insurance Coordination	

Proposers should explain any recommended allocation materially different from the City's anticipated co-managed approach.

21. MINIMUM QUALIFICATIONS

The following are minimum requirements.

Failure to satisfy a mandatory requirement may result in rejection of the proposal as non-responsive.

The proposer must:

1. Demonstrate experience providing co-managed IT services.
2. Demonstrate experience supporting organizations of comparable complexity.
3. Demonstrate experience supporting public-sector organizations.
4. Demonstrate experience supporting CJIS-regulated environments.
5. Be capable of providing personnel satisfying applicable CJIS requirements.
6. Be capable of maintaining sufficient CJIS-qualified staffing for 24/7 support and cybersecurity response.
7. Provide CrowdStrike as the required endpoint cybersecurity platform.
8. Provide CrowdStrike licensing through the proposed managed-services agreement.
9. Demonstrate CrowdStrike implementation, administration, and incident-response experience. (Section 7)
10. Provide 24/7/365 cybersecurity monitoring and response. (Section 7.4)
11. Return a satisfactory Insurance Requirements Affidavit. (Section 28)

12. Disclose all subcontractors with potential access to City systems. (Sections 9.4 & 19)
13. Provide references. (Section 26)

22. PROPOSER INFORMATION

Proposals shall provide:

1. Legal company name.
2. Headquarters location.
3. Office locations serving the City.
4. Years in business.
5. Ownership structure.
6. Number of employees.
7. Number of technical employees.
8. Number of Oregon employees.
9. Number of public-sector clients.
10. Number of Oregon public-sector clients.
11. Number of CJIS-regulated clients.
12. Number of CrowdStrike clients.
13. CrowdStrike partnership status.
14. Relevant certifications.
15. SOC/NOC locations.
16. Service desk locations.
17. Use of offshore resources.
18. Use of subcontractors.
19. Proposed account team.
20. Escalation structure.

23. REQUIRED TECHNICAL RESPONSE

Proposers shall describe:

1. Proposed co-managed service model.
2. Service desk methodology.
3. Infrastructure management methodology.
4. CrowdStrike solution.
5. CrowdStrike licensing.

6. MDR/SOC solution.
7. Cybersecurity incident response.
8. CJIS compliance methodology.
9. Vulnerability management.
10. Patch management.
11. Backup/disaster recovery.
12. Microsoft 365 management.
13. Network management.
14. Documentation practices.
15. Strategic/vCIO services.
16. Project management.
17. Reporting.
18. Transition methodology.
19. Contract termination/transition methodology.

2. Describe how the proposed vCISO function would assess the City's current posture and move the City toward a documented cybersecurity program aligned with CIS Controls v8, including governance, policy development, risk tracking, metrics, and executive reporting.

3. Provide a representative vulnerability-management workflow showing identification, validation, notification, assignment, remediation, verification, closure, and reporting. Clearly identify which steps are performed by the Provider, City staff, CrowdStrike, or another proposed tool.

24. PRICING PROPOSAL

Proposer shall provide a complete list of assumptions, exclusions, services subject to additional fees, usage limits, included onsite hours, travel charges, after-hours charges, project exclusions, licensing exclusions, and other circumstances that could increase the City's cost beyond the proposed recurring amount.

The City intends to use this information when determining the total cost of ownership of each proposal.

Pricing shall be transparent and sufficiently detailed to permit the City to understand the complete anticipated cost.

Proposers shall provide:

A. Recurring Managed Services

- monthly base fee;
- per-user fee, if applicable;
- per-device fee, if applicable;
- per-server fee, if applicable;
- network management fees;
- Microsoft management fees;
- help desk fees;
- onsite support included;
- after-hours support included; and
- all other recurring charges.

Proposers shall establish unit pricing sufficient to accommodate reasonable changes in City users, endpoints, servers, and other managed assets during the contract term. The City anticipates periodically reconciling applicable quantities. Proposers shall describe their proposed true-up/true-down methodology, including frequency, minimum commitments, and treatment of devices temporarily offline, in inventory, or awaiting disposal.

B. CrowdStrike

CrowdStrike pricing shall identify:

- workstation quantity and unit price;
- server quantity and unit price;
- included Falcon modules;
- MDR/Falcon Complete or equivalent CrowdStrike service;
- identity protection;
- vulnerability/exposure management;
- log management, if included;
- data retention;
- other CrowdStrike services;
- total monthly cost; and
- total annual cost.

The City strongly prefers CrowdStrike licensing to be incorporated into a predictable recurring MSP fee.

C. Implementation

Identify:

- onboarding fee;

- assessment fee;
- CrowdStrike deployment/transition;
- documentation;
- tooling deployment;
- project management; and
- other one-time costs.

D. Project Rates

Provide hourly rates by labor classification.

E. Optional Services

Clearly identify all optional services and associated pricing.

F. Price Escalation

Identify proposed annual price adjustments and any third-party licensing escalation methodology.

G. vCISO and Vulnerability Management

Proposers shall clearly identify whether the vCISO services, Initial Security Posture Assessment, recurring vulnerability scanning/assessment, reporting, and remediation verification described in this RFP are included in the recurring managed-services fee or separately priced. Any complementary vulnerability management technology shall be separately identified with associated licensing and service costs.

25. PRICING TRANSPARENCY

The Provider shall identify all third-party products included in its proposed recurring services.

The City shall not be charged undisclosed platform, licensing, administrative, onboarding, SOC, security, or management fees.

The Provider shall identify any service subject to consumption-based pricing.

26. REFERENCES

Provide at least three references for organizations receiving comparable services. The City prefers references involving Oregon local governments, municipal governments, law enforcement agencies, CJIS environments, organizations of comparable size, and organizations using CrowdStrike.

For each reference provide organization, contact, title, telephone, email, length of relationship, approximate environment size, and services provided.

27. PROPOSED CONTRACT TERM

The City anticipates an initial contract term of **Three years**, with options for additional extensions subject to mutual agreement and applicable procurement requirements.
The City reserves the right to negotiate the final term.

28. INSURANCE AND CONTRACTUAL REQUIREMENTS

The successful Provider shall maintain insurance appropriate for the services performed, including applicable:

- commercial general liability;
- workers' compensation;
- automobile liability;
- professional/errors and omissions liability; and
- cybersecurity/privacy liability.

Specific limits will be established in the City's contract document (Attachment A).

Before a Proposer submits a Proposal:

1) A Proposer must give to its insurance company, or insurance agent, the insurance requirements in this RFP and the proposed Contract;
2) The insurance company's underwriter or agent must complete the "Insurance Requirements Affidavit" (Attachment B) which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer's having been notified of the Contract's award; and
3) The Proposer must submit the "Insurance Requirements Affidavit" with its Proposal. The City may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.

29. DATA OWNERSHIP AND CONFIDENTIALITY

All City data remains the property of the City.
The Provider acquires no ownership interest in City data by virtue of providing services.

The Provider shall protect confidential, sensitive, security-sensitive, law-enforcement, personally identifiable, and other protected City information.

City information shall not be sold, mined, monetized, used for advertising, or used for purposes unrelated to performance of the contract.

The Provider shall disclose any use of City information with artificial intelligence or machine-learning systems and shall not use confidential City information to train public or shared artificial intelligence models without express written authorization from the City.

30. SECURITY INCIDENT NOTIFICATION

The Provider shall immediately notify designated City personnel upon discovery of an actual or suspected cybersecurity incident affecting City systems or information.

The proposal shall describe:

- notification procedures;
- escalation contacts;
- containment authority;
- evidence preservation;
- forensic capabilities;
- cyber insurance coordination;
- law enforcement coordination;
- documentation;
- post-incident reporting; and
- lessons-learned processes.

Final notification requirements and timelines will be established in the contract.

31. EXIT AND TRANSITION REQUIREMENTS

The City considers service portability an important component of this procurement.

Upon expiration or termination, the Provider shall reasonably cooperate with the City and any successor provider.

Transition assistance shall include:

- transfer of documentation;
- transfer of administrative credentials;
- transfer of configuration information;
- transfer of vendor information;

- export of City data;
- CrowdStrike transition;
- security configuration transition;
- licensing transition;
- knowledge transfer; and
- reasonable technical coordination.

The Provider shall not withhold City credentials, documentation, configurations, or City-owned data because of a contractual dispute.

The proposal shall identify any fees associated with termination assistance.

32. PROPOSAL FORMAT

Proposals shall be clear, concise, and responsive to the requirements of this RFP.

Proposals shall be submitted electronically as a single searchable PDF unless otherwise specified by the City.

The substantive proposal should not exceed **40 pages**, excluding the cover, table of contents, appendices required by this RFP, resumes, requested certifications, pricing schedules, and proposed contract exceptions. The City encourages brevity and may elect not to review material substantially exceeding the stated page limitation.

Proposals should use a standard body text font of at least 11 points.

Proposals should be organized in the following order:

1. Cover Letter
2. Executive Summary
3. Company Qualifications
4. Public-Sector and CJIS Experience
5. Proposed Co-Managed Service Model
6. Technical Services
7. CrowdStrike Solution
8. Cybersecurity Program
9. CJIS Compliance
10. Staffing Matrix
11. Responsibility Matrix
12. Service Levels
13. Transition Plan
14. Reporting and Governance

15. References
16. Pricing
17. Insurance Requirements Affidavit
18. Exceptions to RFP Requirements
19. Proposed Contract Exceptions
20. Additional Information

33. PROPOSAL SUBMISSION

Proposals shall be submitted electronically to Scott Burke, Information Systems Director, at scott.burke@mcminnvilleoregon.gov with Co-Managed IT RFP" clearly identified in the submission.

Proposals must be received no later than 4:00 p.m., Pacific Time, on September 11, 2026.

Proposers are solely responsible for ensuring proposals are received before the deadline. Late proposals will not be considered except as otherwise permitted by applicable law and City procurement requirements.

Faxed proposals will not be accepted. Hard-copy proposals will not be accepted.

Proposals submitted before the deadline may be withdrawn or replaced in accordance with the procedures established by the City.

34. EVALUATION

The City anticipates appointing an evaluation committee of at least three members. Committee members may independently evaluate responsive proposals using the criteria established below. The City may utilize technical or subject-matter advisors to assist the evaluation committee.

The City intends to evaluate responsive proposals using the following criteria:

Evaluation Category	Points
Co-Managed IT Approach and Technical Capability	25
Cybersecurity and CrowdStrike Capability	20
CJIS Capability and Security Practices	15
Proposed Team and Public-Sector Experience	15
Transition and Implementation Approach	15

Evaluation Category	Points
Service Levels and Support Model	10
Total	**100**

The City may conduct interviews, demonstrations, reference checks, requests for clarification, or other evaluation activities permitted by applicable procurement requirements.

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

Successful Proposer Determination

The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In these negotiations, the City reserves the right to request a best and final offer. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the McMinnville City Council, for contracts over $100,000. The McMinnville City Council will then make the final contract award decision.

Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to the City'Award protests shall include "Project Name - Award Protest" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents

accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

35. MINIMUM QUALIFICATIONS AND MANDATORY PASS/FAIL

Prior to scored evaluation, the City may conduct a mandatory responsiveness review. At minimum:

- **CrowdStrike proposed as required platform:** PASS / FAIL
- **CrowdStrike licensing supplied through MSP:** PASS / FAIL
- **24/7/365 cybersecurity monitoring:** PASS / FAIL
- **Ability to satisfy CJIS personnel requirements:** PASS / FAIL
- **CJIS-qualified coverage sufficient to meet SLA:** PASS / FAIL
- **Required subcontractor disclosure:** PASS / FAIL
- **Co-managed service capability:** PASS / FAIL
- **Required insurance capability:** PASS / FAIL
- **Acceptance of City data ownership:** PASS / FAIL
- **Transition/exit cooperation:** PASS / FAIL
- **Proposer is legally authorized to conduct business in Oregon**: PASS / FAIL
- **Proposal submitted in substantially the required form and contains all required certifications**: PASS / FAIL

Failure of a mandatory requirement may result in rejection without further scoring.

36. INTERVIEW / FINALIST PROCESS

The City may invite the highest-ranked proposers to participate in interviews.

Finalists should be prepared to have the actual personnel proposed for the City's account participate.

The City may ask finalists to discuss:

- response to a ransomware event;
- handling of a critical system outage;
- CrowdStrike alert escalation;
- interaction between MSP and City IT personnel;
- CJIS staffing;
- onboarding;
- service desk escalation;
- vulnerability remediation;

- executive reporting;
- difficult client situations; and
- transition from another MSP.

37. PROPOSED PROCUREMENT SCHEDULE

The following schedule is preliminary and subject to change:

Milestone	Date
RFP Issued	08.28.2026
Deadline for Questions	09.04.2026
City Responses/Addenda	09.08.2026
Proposals Due	09.11.2026
Initial Evaluation	09.14.2026
Finalist Interviews	09.15.2026
Intent to Award	09.16.2026
Contract Negotiation/Finalization	09.16.2026 - 09.18.2026
Council Approval	09.22.2026
Contract Effective	09.23.2026
Transition Begins	09.28.2026

38. PROJECT MANAGER / SOLE POINT OF CONTACT

The City's Project Manager is Scott Burke, Information Systems Director. The Project Manager shall be the sole point of contact regarding this RFP. Proposers shall not contact other City employees, elected officials, consultants, or representatives regarding this solicitation except as expressly authorized by the Project Manager. Unauthorized contact may result in disqualification.

39. QUESTIONS

Questions and requests for clarification must be submitted in writing to Scott Burke at scott.burke@mcminnvilleoregon.gov by 09.04.2026.

Verbal communications shall not modify the RFP and may not be relied upon.

Material interpretations, clarifications, or changes will be issued by written addendum.

40. GENERAL RFP INFORMATION

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum. All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

Addenda, clarifications, and notices will be distributed through the City's online DEMANDSTAR system on the City of McMinnville website under Business **>** Bids & Requests for Proposals, City of McMinnville Procurement - Bids & RFPs | . Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications. No addenda will be issued later than **September 8, 2026**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether. Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

> *"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may

depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Physical mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written email to the City's Project Manager

All change requests shall include "Co-Managed IT RFP - Change Request" in the subject line and be received, in writing by email, by **5:00 p.m., Pacific Time, on Friday, September 4, 2026**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include "Co-Managed IT - RFP Protest" in the subject line and be received, in writing by email, by **5:00 p.m., Pacific Time, on Friday, September 18, 2026**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

The City will evaluate and resolve all protests and related change requests received before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall

have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.
The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted and must be received by the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Local and Federal Requirements

The City of McMinnville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of McMinnville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (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.

The selected consultant is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of McMinnville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation

APPENDIX A - CURRENT ENVIRONMENT AND PRICING BASELINE

The following approximate quantities are provided to establish a common proposal and pricing baseline. Final quantities will be validated during implementation and may change during the contract term.

Environment	Approximate Quantity / Scope
Full-Time Employees	136
Managed Endpoints	310
Virtual Machines	50
VMware ESXi Hosts	6
Primary Server Facilities	3
City Locations	10
Microsoft 365 Environment	Approximately 136 active FTEs plus shared, resource, contact, disabled, and other directory entries
City Public Works / Stormwater	In Scope
Specialized City SCADA/ICS	Direct management excluded; coordination required
McMinnville Water & Light	Excluded from scope and pricing
McMinnville Fire District	Excluded from scope and pricing

Current Technology Environment

CrowdStrike; Duo; Veeam based multilayered backups including immutable and offsite storage,; Mimecast;; Microsoft 365; Active Directory/Entra ID; VMware; HPE/Nimble/Alletra storage; Mitel telephony with anticipated migration to Zoom Phone; and other municipal technology systems.

Identification of a current product does not mean the City requires continued use of that product unless expressly identified elsewhere in this RFP as mandatory.

CrowdStrike is the City's mandatory endpoint cybersecurity platform as provided in Section 7.

Security-sensitive information may be withheld until an appropriate stage of the procurement process.

VC3

Serving those who serve.

Response to the City of McMinnville, Oregon

RFP: Co-Managed Information Technology and Cybersecurity Services

Proposal Due: Friday, September 11, 2026, 4:00 PM Pacific Time

Submitted by VC3, Inc.
Michael Esquibel, Senior Account Executive
mike.esquibel@vc3.com | (530) 574-6127
VC3, Inc. (CA Branch Office), 8438 Red Oak St., Rancho Cucamonga, CA 91730

September 11, 2026

Scott Burke

Information Systems Director

City of McMinnville

230 NE Second Street

McMinnville, OR 97128

Dear Mr. Burke,

McMinnville is asking for something more specific than most cities put in an RFP: a partner who will strengthen your internal IT team rather than replace it, and who will bring CrowdStrike, CJIS discipline, and real 24x7x365 cybersecurity monitoring into a program your four IT staff can still call their own. That is exactly the model VC3 was built around.

CrowdStrike Falcon and CrowdStrike Identity are already the endpoint and identity platform behind VC3's standard security stack, backed by our own dedicated Security Team and a 24x7x365 service desk staffed entirely by VC3 employees. We are not proposing to learn CrowdStrike for this engagement. We run it every day for cities, counties, and public-safety agencies across the country, including departments that operate CJIS-connected systems the same way your Police Department and Municipal Court do.

VC3 has spent more than thirty years focused on local government, and today more than 800 municipal and municipal-adjacent organizations rely on us. Our technicians hold CJIS Security and Privacy Training at the privileged role level, sign the FBI CJIS Security Addendum individually, and are CJIS-qualified nationally, so geography never limits who can safely support McMinnville's public-safety systems. Recurring managed services are delivered entirely by VC3 employees, with no subcontracted labor in the day-to-day service model, so there is one company, one set of background-checked staff, and one point of accountability behind everything in this proposal.

The response that follows is built around your co-managed philosophy, not around replacing it. We propose a responsibility model your team helps set and can adjust as your staffing and priorities evolve, a CrowdStrike program consolidated into a predictable monthly fee, and a vCISO-led path to a documented CIS Controls v8 and CJIS-aligned cybersecurity program within your first 90 days. We would be glad to walk through any part of this response and to refine the responsibility matrix together once we better understand how your team wants to divide the work.

Thank you for the opportunity to compete for McMinnville's business. We look forward to your questions.

Warm regards,

Ryan Ashburn

Chief Revenue Officer, Executive Sponsor, VC3, Inc.

Ryan.Ashburn@vc3.com | (800) 787-1160

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Executive Summary

Responds to: RFP Sections 1, 3, 4, 32 (proposal format)

VC3 exists to serve those who serve. Incorporated in 1994 and focused on local government from the start, we today support more than 800 municipal and municipal-adjacent clients nationwide, backed by more than 300 engineering resources and a 24x7x365 service desk staffed entirely by our own employees. We read this RFP closely, and three things stood out about what McMinnville is actually asking for.

- A true co-managed relationship. The City wants to keep authority over its technology environment and its four internal IT staff, and bring in a partner who supplements that team rather than displacing it. That is the model VC3 is built for: Co-Manage is modular by design, so the City chooses which pieces it wants VC3 to run and which it keeps in-house, and that allocation can shift as staffing and priorities change.
- A CrowdStrike-centered security program, not a bolt-on. CrowdStrike Falcon and CrowdStrike Identity are already the default endpoint and identity platform in VC3's managed stack, backed by our own Security Team and CISO. Consolidating McMinnville's existing CrowdStrike environment, currently licensed outside the City, into a single predictable MSP fee is squarely inside how we already operate.
- CJIS discipline that matches the stakes. With Police, Municipal Court, and CJIS-connected systems representing roughly a fifth of the City's environment, McMinnville needs a provider whose technicians are already vetted for that work. VC3 technical staff maintain CJIS Security and Privacy Training and sign the FBI CJIS Security Addendum individually, and recurring managed services carry no subcontracted labor, so every person who can touch McMinnville's environment day to day is a background-checked VC3 employee.

This response follows the RFP's own structure and answers each requirement directly. Where our proposed offering, staffing names, or pricing depend on decisions our account team will finalize with the City, we have marked those sections clearly rather than guess. We would welcome the chance to sit down with your IT leadership and build the final responsibility matrix together.

Company Qualifications

Responds to: RFP Section 22 (Proposer Information), Section 21 (Minimum Qualifications)

VC3, Inc. was incorporated in 1994 in Delaware and is a Microsoft Certified Partner. VC3 does not subcontract core managed services; help desk, engineering, cybersecurity, and onboarding resources delivering recurring managed services are direct VC3 employees.

Item	Detail
Employees	~600 total, including more than 300 engineering resources
Total clients	1,700+ nationwide
Municipal and muni-adjacent clients	800+
Federal Tax ID	57-0993240
NAICS Code	541512 – Computer Systems Design Services
State of incorporation	Delaware
E-Verify	Participant since June 2010, Company ID 336262

Item	Detail
Attestation	SOC 2 Type 2 (report available on request)
Leadership	Tom McAndrew, Chief Executive Officer; David Bridges, President

VC3 employment offers are contingent on credit, criminal, and motor-vehicle background checks, and the company maintains a drug-free workplace policy signed by every employee at orientation. VC3 and its subsidiaries have not been engaged in litigation or arbitration arising out of performance during the past three years against a public entity for any amount, or against a private entity for more than $100,000.

VC3 already serves five client organizations in Oregon. We deliver support nationally through a 24x7x365 service desk and dispatch engineers for on-site work as needed; the City's co-managed model, with four internal staff already handling deployment, endpoint, and public-safety work day to day, further reduces how often on-site presence from VC3 is required.

Public-Sector and CJIS Experience

Responds to: RFP Sections 2, 9, 21, and Q&A #31, #32, #44

Local government is VC3's only specialty, not a side market. We understand municipal budgets, procurement, public-records obligations, and how councils and boards make decisions, and our average client relationship runs more than eleven years.

CJIS is not a specialty add-on for VC3, it is built into how we staff. VC3 maintains a large team of operations employees certified under CJIS Security and Privacy Training at the privileged role level. Technical staff maintain CJIS certification at the federal and state levels, and LEADS certification where required, and are approved to access networks connected to the FBI's National Crime Information Center, meeting federal requirements for local law enforcement audits. Signed FBI CJIS Security Addendums are maintained per approved employee, and certificates are available to clients on request through cjisadmin@vc3.com.

The City's Q&A confirmed that CJIS-qualified personnel are not required to be located in Oregon or the United States, provided they satisfy CJIS requirements and City security policy. That fits how VC3 already staffs: we draw CJIS-qualified personnel from a national pool rather than a single office, so 24x7x365 CJIS-compliant coverage is a staffing decision, not a geographic constraint. With roughly 20 percent of McMinnville's environment tied to CJIS per the City's own estimate, we will assign CJIS-cleared personnel to any role that touches those systems, consistent with the RFP's access-based standard rather than a blanket requirement across the whole account.

Proposed Co-Managed Service Model

Responds to: RFP Section 4 (Co-Managed Service Philosophy), Section 23.1

The RFP is explicit that McMinnville does not want a traditional outsourced arrangement, does not want to hand over exclusive administrative control, and expects the allocation of responsibilities to shift over the life of the agreement. VC3's Co-Manage offering is built for exactly that condition. Rather than a fixed bundle, Co-Manage starts from a consistent core, ticketing, client-facing reporting, shared documentation, remote monitoring and management tooling, a digital client portal, and account management and advisory, and then adds only the modules the City chooses: cybersecurity (24x7 SOC and strategy), endpoint cybersecurity, end-user cybersecurity, SIEM/SOAR, vulnerability management and patching, compliance-as-a-service for CJIS, backup and disaster recovery, infrastructure support, and Tier 1 end-user support.

We do not ask for exclusive control of credentials, procurement, or vendor relationships as a condition of service. Section 20 of this response proposes a starting Responsibility Matrix using the City's own C/P/S

framework, built to work alongside your two server/network-focused staff, your public-safety-focused staff member, and your deployment and endpoint-focused staff member. We expect to refine that matrix with your IT leadership during onboarding, and again as staffing or priorities change, without needing to replace the underlying service model, which is precisely the scalability the RFP asks for in Section 4.

Every engagement is guided by VC3's AIM Higher approach: we Assess the current environment and identify gaps, Improve by closing those gaps and stabilizing the technology in place, and Manage, or co-manage, the environment going forward, while continuously raising the bar from vendor to strategic partner.

Technical Services

Responds to: RFP Sections 5, 6, 23.2, 23.6, 23.11, 23.12, 23.13; Q&A #2

Service Desk and End-User Support

VC3 tickets are generated the moment a user contacts the service desk, with the requester receiving an automatic confirmation and ticket number. A First Call Resolution technician triages and, for common issues such as password resets, printer problems, and Office application issues, resolves the ticket directly. Complex or on-site needs escalate to an Advanced Support Team technician, and any request beyond that technician's expertise escalates to a senior engineer within 15 minutes. Every ticket closes through a Client Verified Operation step, confirming with the user that the issue is actually resolved before the ticket is closed. Changes to the environment are tracked and approved through an ITIL-aligned change management process, so the City always has a record of what changed, when, and why. VC3's 24x7x365 help desk is staffed entirely by VC3 employees, not a third-party answering service, and answers live calls within 60 seconds on average, including weekends and holidays.

McMinnville's environment includes Toughbooks and mobile data terminals supporting patrol vehicles. VC3 has direct experience auditing this kind of public-safety mobile connectivity elsewhere, reviewing device configuration, wireless carrier performance, VPN and remote-access dependencies, and related firewall policy, and acting as the single point of contact with carriers and public-safety application vendors so City staff are not stuck coordinating multiple providers when a patrol vehicle loses connectivity. We propose the same approach for McMinnville's MDT fleet during onboarding.

VC3's standard service desk operates 24x7x365 with staff across all three shifts; because McMinnville currently runs a 7:00 a.m. to 6:00 p.m. service desk with after-hours support, we propose matching that footprint for routine Tier 1/2 support while making the full 24x7x365 desk available for after-hours emergencies and, separately, for the 24x7x365 cybersecurity monitoring and response the RFP requires. Members reach us by phone, email, chat, or the VC3 icon in the system tray.

Infrastructure Management

VC3 supports the full infrastructure stack described in Section 6 of the RFP, including Windows endpoints and servers, Microsoft 365, Microsoft Entra ID and on-premises Active Directory, Group Policy, VMware virtualization, and the network switches, routers, firewalls, wireless infrastructure, and VPN/remote connectivity that make up a typical municipal environment. That includes the specific platforms in McMinnville's stack today: HPE and Aruba networking with some Juniper equipment, Palo Alto firewalls, and the HPE/Nimble/Alletra storage environment behind the City's roughly 50 virtual machines across six ESXi hosts.

MDR/SOC Solution

VC3's Managed Detection and Response model pairs CrowdStrike's platform-level detection with a dedicated internal Security Team and Chief Information Security Officer, rather than treating monitoring as a pass-

through to a third party. Section 7 of this response details the specific CrowdStrike modules, escalation procedures, and SOC staffing model we propose.

Microsoft 365 Management

VC3 manages Microsoft 365 tenants end to end, including license administration, security configuration, identity integration with Entra ID, and ongoing support for the City's current mix of roughly 180 Microsoft 365 G3, 50 G1, and 30 E1 licenses. The City indicated a preference for VC3 to resell or otherwise procure Microsoft licensing directly; we are set up to do that and will confirm the licensing and billing approach as part of final scoping.

Network Management

VC3 will manage and monitor the City's approximately 30 routers and switches and Palo Alto firewall infrastructure, maintaining configuration records, monitoring for outages, and coordinating maintenance renewals. Our RMM platform, paired with custom scripts, checks service status as frequently as every 60 seconds on critical services and automatically opens a ticket on failure. For network outages we commit to a 30-minute response, 24x7x365, with engineers on-site within two hours when needed. Scheduled maintenance runs between 2:00 a.m. and 6:00 a.m. local time by default; the City can request a different window with 10 business days' notice, and emergency maintenance gets an immediate response with notification to the City as soon as reasonably possible.

Documentation and Reporting

VC3 documents support notes, configuration records, and operational procedures in IT Glue, which also serves as the knowledgebase for general management and operations. Reporting is delivered through Liongard for data-driven infrastructure insight, combined with RMM-based endpoint and server health reporting and client-facing dashboards. Documentation produced for the City belongs to the City, consistent with Section 13 of the RFP.

Remote and Privileged Access

VC3 technicians access City systems through individually named accounts; shared administrative credentials are avoided except where technically unavoidable and specifically approved by the City. Multifactor authentication is required for privileged and remote access, administrative access is limited to authorized personnel following least-privilege principles, and all access is logged. City-issued credentials are stored in an access-logged privileged access management vault and are never shared outside the assigned service team. VC3 access is disabled promptly upon personnel separation or reassignment, and the City retains the ability to revoke VC3 access at any time, consistent with Section 10 of the RFP.

Backup, Disaster Recovery, and Business Continuity

The City already runs a Veeam-based, multilayered backup program with immutable and offsite storage and maintains its own secondary cloud storage subscription. VC3's role focuses on strengthening and validating what is already in place rather than replacing the City's existing investment: monitoring backup jobs and alerting on failures, performing periodic recovery testing against defined Recovery Time Objectives and Recovery Point Objectives, assisting with restoration when needed, and maintaining disaster recovery and business continuity documentation. VC3 will work with the City to schedule recovery testing at least annually, or more frequently for systems the City identifies as higher priority, consistent with Section 11 of the RFP.

Vendor Management

VC3 acts as the City's day-to-day point of contact with its technology vendors, coordinating firmware and software updates, tracking contract and license renewals, and working issues directly with vendors on the

City's behalf so City staff are not stuck in the middle between multiple providers. This extends to the specialized SCADA and industrial control systems provider that supports Public Works and stormwater operations: VC3 will coordinate on network segmentation, VPN access, cybersecurity, and connectivity affecting those systems, without making unauthorized changes to the SCADA/ICS environment itself, consistent with Sections 2 and 12.5 of the RFP.

Technology Strategy and vCIO Services

Responds to: RFP Section 14.1; RFP Section 23.15 (Required Technical Response, item 15)

Alongside the vCISO function described in the Cybersecurity Program section, VC3's Strategic Advisor provides the general technology roadmap and budget planning the RFP asks for in Section 14.1, connecting day-to-day support to the City's longer-term capital and operational planning cycles.

- Technology roadmap development and annual planning, updated as the City's priorities and budget cycle require.
- Lifecycle planning and budgeting assistance for endpoints, servers, network equipment, and cloud services, including capital planning support.
- Licensing optimization and vendor evaluation, including coordination with the City's existing technology vendors and specialized application providers.
- Technology standards and policy recommendations, and risk identification feeding into the vCISO risk register.
- Participation in periodic technology and service review meetings with City management and IT staff, and executive-level consultation as priorities evolve.

Where the City wants flexibility on hardware procurement, VC3 can provide specifications for City-direct purchasing through preferred vendors and then handle imaging, configuration, security hardening, and enrollment so independently procured devices are standardized before they go into production, giving the City a lower-cost purchasing path without giving up consistency.

CrowdStrike Solution

Responds to: RFP Section 7 (CrowdStrike – Mandatory Platform Requirement), Q&A #9, #10, #11, #47, #48

VC3 proposes CrowdStrike as the City's endpoint cybersecurity platform, as required, and is not proposing an alternative EDR, XDR, or MDR platform. CrowdStrike Falcon and CrowdStrike Identity are already the standard platform behind VC3's own managed security stack, so this requirement asks us to extend a program we already run daily rather than integrate an unfamiliar tool.

MSP-Provided Licensing

VC3 will furnish CrowdStrike licensing as part of the managed services agreement, consolidated into the City's recurring MSP fee rather than purchased separately, consistent with Section 7.2. The City currently licenses roughly 300 CrowdStrike seats outside of City ownership, spanning Falcon Complete, Falcon Complete Flex, Threat Graph Standard, Falcon Prevent, Falcon Insight, Falcon Discover, Falcon Adversary OverWatch (Identity and Endpoint), Identity Threat Protection, and Falcon Express Support. VC3's standard Co-Manage cybersecurity bundle delivers CrowdStrike Falcon EDR and CrowdStrike Identity Management & Threat Detection, backed by VC3's own 24x7 Security Team rather than CrowdStrike Falcon Complete's own managed service; the table below reflects that proposed module set against the City's environment.

CrowdStrike Product/Module	Quantity
Endpoint/Workstation Protection	CrowdStrike Falcon EDR (Co-Manage Endpoint Security offering) – 310
Server Protection	CrowdStrike Falcon EDR (same Endpoint Security offering; combined with workstations above) – included in the 310
Managed Detection & Response	CrowdStrike Falcon EDR, monitored 24x7x365 by VC3's own Security Team – 310
Identity Protection	CrowdStrike Identity Management & Threat Detection (Co-Manage End User Security offering) – 204
Exposure/Vulnerability Management	Not CrowdStrike in VC3's standard offering – delivered via Qualys Vulnerability Scanner (see Pricing section); TBD whether CrowdStrike Falcon Exposure Management is available as a substitute
Log Management/SIEM	Not CrowdStrike in VC3's standard offering – delivered via LevelBlue (formerly AlienVault) SIEM (see Pricing section); TBD whether CrowdStrike Falcon Next-Gen SIEM is available as a substitute
Threat Hunting	TBD
Other	Cisco Umbrella DNS Security, bundled with Falcon EDR under the Co-Manage Endpoint Security offering – 310

CrowdStrike Administration

VC3's Security Team handles initial deployment or tenant transition, configuration, policy management, sensor deployment and health, upgrades, alert triage, incident escalation, containment, remediation assistance, reporting, configuration reviews, and integration with the City's other security tools. Per the City's Q&A, we will plan for CrowdStrike licensing and tenant transition to complete within 60 days of contract start.

24/7 Monitoring

CrowdStrike monitoring and escalation runs 24 hours a day, 365 days a year through VC3's own Security Operations Center, staffed by VC3 employees rather than fully outsourced to a third party, working alongside CrowdStrike's own platform-level detection. Alerts are triaged by severity, escalated per a defined runbook, and tracked to resolution in the same ticketing system used for general support, so nothing about a security event gets lost between systems.

Priority	Response Target	Coverage
P1 – Incident	1 hour	24x7x365, including holidays
P2 – Incident/Request	2 hours	24x7x365, including holidays
P3 – Incident/Request	4 business hours	Business hours
P4 – Incident/Request	8 business hours	Business hours

City Ownership and Portability

The City retains access at all times to its own security information, incident history, configurations, policies, reports, and device information. If the relationship with VC3 ever ends, VC3 will cooperate with the City and any successor provider to transition CrowdStrike licensing and historical data without interrupting endpoint protection, consistent with Section 7.5 and Section 31 of the RFP. The same approach applies to the City's existing DUO multifactor authentication tenant: per the approved Order, VC3 will assume administrative control of the City's current DUO tenant (currently managed directly through DUO) rather than standing up a new one, so the transition preserves the City's existing MFA enrollment and configuration instead of starting over.

Cybersecurity Program

Responds to: RFP Sections 8, 12, 14.2, 30; Q&A #12, #21, #22, #25, #26, #45, #50, #51, #55

Core Security Services

Beyond CrowdStrike, VC3 provides security architecture guidance, policy development, configuration management, Microsoft 365 security, identity protection and privileged account management, multifactor authentication, email security, DNS/web security, firewall security, network monitoring, incident response, ransomware response, threat intelligence, security awareness support, cyber insurance coordination, disaster recovery planning, and tabletop exercises, coordinated by a dedicated Strategic Advisor and a Chief Information Security Officer who tracks emerging standards and communicates them to delivery teams. VC3's own team does not perform penetration testing on environments it manages, since doing so would compromise the independence of the test; we coordinate that work through qualified third-party testing firms, including any firm the City already prefers.

Vulnerability and Patch Management

The City currently runs vulnerability management internally using Microsoft Defender, alongside Splunk for log collection from firewalls and Active Directory. VC3 will leverage CrowdStrike's exposure management capabilities where appropriate, consistent with the City's stated preference, for weekly external and monthly authenticated internal vulnerability scanning, with findings prioritized by severity, exploitability, asset criticality, and threat intelligence, validated to reduce false positives, and tracked through closure with rescan verification. Patch management covers operating system and third-party application patching, server patching, emergency updates, and exception handling, reported monthly with quarterly trend analysis on remediation aging and recurring findings.

vCISO Services

VC3 will provide ongoing virtual Chief Information Security Officer services aimed at building a documented cybersecurity program aligned primarily to the CIS Critical Security Controls, Version 8, incorporating CJIS requirements. Within the first 90 days, VC3 will complete an Initial Security Posture Assessment establishing the City's baseline against CIS Controls v8 and applicable CJIS requirements, consistent with Section 14.2 and the City's Q&A confirming no prior CIS or CJIS assessment exists today. The vCISO function maintains a cybersecurity risk register, develops and reviews policy, prioritizes remediation, and prepares executive-level reporting. VC3 will participate in monthly cybersecurity review meetings with City IT staff and management, and in quarterly closed City Council sessions to present executive-level cybersecurity information, attending remotely as the City's Q&A confirms is acceptable, with quarterly on-site participation for deeper assessment and stakeholder work as needed.

Incident Notification and Reporting

VC3 will notify designated City personnel immediately upon discovery of a suspected or confirmed cybersecurity incident, following a documented escalation path, containment procedure, and evidence

preservation process built collaboratively with City IT during onboarding, consistent with the City's Q&A confirming these procedures will be redesigned jointly rather than inherited from an incumbent.

CJIS Compliance

Responds to: RFP Section 9; Q&A #31, #32, #39, #44

VC3 requires every employee who will have physical or logical access to City systems, networks, infrastructure, credentials, or CJI-capable technology to satisfy applicable CJIS personnel security requirements before that access is granted, consistent with the RFP's access-based standard rather than a blanket requirement across every role on the account. That includes identity verification, fingerprint-based state and national criminal history screening, completion of CJIS Security and Awareness Training and Level 4 CJIS Security Training, security awareness training, execution of the FBI CJIS Security Addendum, and continuing compliance monitoring. Technicians assigned to systems, networks, devices, or information associated with the Police Department are CJIS-certified before assignment; no uncertified personnel are assigned to those systems.

VC3 maintains sufficient CJIS-qualified staffing, drawn from a national pool rather than a single office, to meet 24x7x365 coverage without relying on personnel who are not authorized for CJIS access, consistent with the City's confirmation that CJIS-qualified personnel need not be located in Oregon or the United States. If an employee loses CJIS eligibility, that individual's access to City systems is revoked immediately and the account is reassigned.

Recurring managed services under this proposal carry no subcontracted labor: all day-to-day access to City systems comes through VC3 employees. See the note in the Company Qualifications section above regarding VC3's subcontracting policy for discrete, out-of-scope project work, which needs confirming before submission. Nothing changes about CJIS access either way: any subcontractor VC3 ever proposed for out-of-scope work would need City authorization and would have to meet the same CJIS requirements as VC3 employees before touching City systems or CJI.

Staffing Matrix

Responds to: RFP Section 19

Every role below is filled by a VC3 employee for recurring managed services. Names, specific office locations, and City access levels will be finalized with the account team and confirmed with the City before contract execution.

Role	Employee/Sub	Location	CJIS Qualified	CrowdStrike Exp.	City Access
Account Manager	Employee	[TBD – regional]	Yes	Yes	[TBD]
Service Desk	Employee	National, U.S.-based (24x7x365)	As assigned	Yes	[TBD]
Tier 2 Engineer	Employee	[TBD]	As assigned	Yes	[TBD]
Tier 3 Engineer	Employee	[TBD]	As assigned	Yes	[TBD]
Network Engineer	Employee	[TBD]	As assigned	Yes	[TBD]
Security Engineer	Employee	[TBD]	Yes	Yes	[TBD]

Role	Employee/Sub	Location	CJIS Qualified	CrowdStrike Exp.	City Access
SOC Analyst	Employee	National SOC (24x7x365)	Yes	Yes	[TBD]
Incident Response	Employee	[TBD]	Yes	Yes	[TBD]
Strategic Advisor/vCISO	Employee	[TBD – regional]	Yes	Yes	[TBD]
Director of Service (escalation)	Employee	National	Yes	Yes	Oversight only
Manager, Onboarding and Alignment	Employee	National	Yes	Yes	[TBD]
Executive Sponsor (CRO)	Employee	National	N/A	N/A	Oversight only

Names of the specific personnel assigned to the McMinnville account, along with proof of individual CJIS certifications, are available on request through cjisadmin@vc3.com.

Responsibility Matrix

Responds to: RFP Section 20; Q&A #29

The allocation below reflects VC3's starting proposal for a co-managed engagement alongside the City's four internal IT staff. We expect to refine this matrix with City IT leadership during onboarding, consistent with the RFP's expectation that responsibilities may shift over the contract term.

Function	Proposed
Tier 1 Help Desk	S
Tier 2 Support	S
Tier 3 Support	P
Endpoint Administration	S
Server Administration	S
Network Administration	S
Firewall Administration	S
Microsoft 365 Administration	S
Active Directory/Entra ID	S
User Provisioning	S
CrowdStrike Licensing	P
CrowdStrike Administration	P
CrowdStrike Monitoring/MDR	P
Cybersecurity Incident Response	S

Function	Proposed
Patch Management	P
Vulnerability Management	P
Backup Administration	S
Disaster Recovery	S
Documentation	P
Vendor Management	S
Technology Procurement	S
Strategic Planning	S
vCISO/Security Governance	P
Project Management	S
Cyber Insurance Coordination	S

Service Levels

Responds to: RFP Section 17; Q&A #19, #20, #56

The RFP does not fix response and resolution times, leaving them to be proposed by the vendor. The table below matches Addendum A of the approved Order already prepared for this engagement, so these are not aspirational figures, they are the response levels VC3 is already contractually prepared to commit to for McMinnville, with a 90 percent initial-contact target at each priority and 24x7x365 coverage extending to P1 and P2 regardless of the hour, which directly matches the City's stated strong preference for immediate around-the-clock response to confirmed or suspected cybersecurity incidents.

Priority	Example	Response Target	Coverage
P1	Citywide outage, active cybersecurity incident, critical public safety outage	1 hour (90% initial contact)	24x7x365
P2	Major department impact, multiple users unable to work	2 hours (90% initial contact)	24x7x365
P3	Individual user or non-critical system issue	4 business hours (90% initial contact)	Business hours
P4	Routine request, configuration change	8 business hours (90% initial contact)	Business hours

For P1/P2 incidents requiring hands-on work, VC3 targets on-site arrival within two hours. Escalation runs from the assigned engineer to an Advanced Support Team technician, then to the Service Manager, then to the Director of Service, with any request beyond the first engineer's expertise escalated within 15 minutes. Service-level performance is reported monthly alongside ticket volume and trend data.

Transition Plan

Responds to: RFP Section 16; Q&A #35

McMinnville has no incumbent MSP, and the City has indicated that transition services from any prior arrangement will be handled by City personnel, which simplifies onboarding considerably. VC3's standard onboarding journey, introduction, project kickoff around four weeks after signature, discovery and deployment, implementation, go-live around six weeks after kickoff, and a final wrap-up review, maps directly onto the City's 30/60/90-day framework.

Window	Key Activities
First 30 Days	Discovery, system inventory, administrative access, documentation collection, network and security assessment, CrowdStrike licensing transition planning, backup validation, critical vulnerability identification, escalation procedures, service desk integration
Days 31–60	Documentation development, priority remediation, patch management standardization, monitoring optimization, security policy review, backup and recovery testing, network documentation, technology roadmap development
Days 61–90	Baseline documentation complete, outstanding remediation plan, service-level review, CIS Controls v8 and CJIS cybersecurity baseline report, technology roadmap, lifecycle and budget recommendations, executive review with City management

Per the City's Q&A, CrowdStrike licensing and tenant transition are targeted for completion within 60 days of contract start, ahead of the full 90-day transition window, so the City's highest-priority security platform is fully under the new agreement before the rest of onboarding wraps up.

Reporting and Governance

Responds to: RFP Section 18; Q&A #26, #55

Strategic Advisors deliver a monthly report covering ticket volume, service-level performance, endpoint health, CrowdStrike status, cybersecurity alerts and incidents, vulnerabilities, patch compliance, backup status, licensing, project status, recurring problems, and lifecycle recommendations, built from Liongard, RMM, and ticketing data. Vulnerability reporting includes monthly operational detail and quarterly trend analysis on remediation progress, aging, and recurring findings.

VC3 will participate in the City's anticipated monthly cybersecurity review meetings with IT staff and management, and in quarterly closed-session City Council presentations to deliver executive-level cybersecurity information, attending remotely as confirmed acceptable, with periodic on-site participation as needed for deeper assessment work.

References

Responds to: RFP Section 26

McMinnville Fire District, Oregon

- ▲ Contact: Reed Godfrey, (971) 746-9781, reed.godfrey@mcminnvillefiredistrict.gov
- ▲ Service history: customer since 2023
- ▲ Environment: approximately 50 total users, a mix of full and email-only users
- ▲ Services: [confirm specific services provided before submission]

City of Warren, Ohio

- ▲ Contact: Brad Kolasinski, Network Systems Supervisor, (440) 479-1421, bkolasinski@warren.org
- ▲ Service history: 3 years

- Services: Co-Managed business continuity and disaster recovery, including backup and recovery management, cloud-based disaster recovery, and DR testing

Ross County, Ohio

- Contact: Andy Wettersten, IT Coordinator, (740) 637-7972, andywettersten@rosscountyohio.gov
- Service history: 3 years
- Services: Co-Managed EDR and 24/7 SOC monitoring, email security administration, threat detection and incident remediation

Township of Blackman, Michigan

- Contact: Christopher Boulter, Deputy Director/Public Safety, (517) 788-4223, cboulter@blackmantwp.com
- Service history: 8 years
- Services: Comprehensive IT management and security, 24x7x365 support, EDR with 24x7 SOC, identity management and threat detection, strategic IT planning

Pricing

Responds to: RFP Section 24; Q&A #36, #37, #40, #58

The RFP states plainly that pricing information in this solicitation is solicited to demonstrate capacity and organizational structure, and is not used to evaluate or select the successful proposer; final pricing is negotiated with the successful proposer before contract execution. The figures below come from VC3's approved Order for the City, prepared by Account Executive Mike Esquibel and effective August 11, 2026 (quote expires November 9, 2026). Pricing was estimated through a technology discovery conducted with Scott Burke and Adam Garvin, and will be reflected accurately following further discovery once the RFP is awarded and onboarding begins.

Vulnerability Management, SIEM, and Compliance as a Service, the ongoing security functions described in Sections 12 and 14.2 of the RFP, are available as independently purchasable modules and are priced separately in Appendix C rather than bundled into the recurring total below, consistent with how the RFP asks optional services to be identified in Section 24.E.

Recurring Managed Services

Monthly recurring subtotal: $34,165.22. This covers workstation and server monitoring/patching, network monitoring, endpoint security, end-user security, shared internal-IT access to VC3's RMM/PSA/documentation platforms, the DUO MSSP service, and Microsoft 365 licensing (detailed below).

One-Time Onboarding

One-time onboarding fee: $26,475.92, covering discovery, transition, documentation, and tool deployment as described in the Transition Plan section of this response.

True-Up / True-Down Methodology

Consistent with RFP Section 24.A, the Order sets out a specific mechanism rather than a vague promise to true up later: VC3 audits the City's actual usage against the quantities in the Order monthly, and any quantity found in excess of what is stated is billed at the corresponding unit price (true-up). In the other direction, the monthly subtotal will never drop below 75 percent of the initially agreed amount for the life of the Order,

regardless of how far device or user counts fall (true-down floor). Additional services can be added at any time at the listed unit price.

Price Escalation

Per the Order, unit rates increase automatically each year on the anniversary of the Effective Services Start Date, by the greater of the CPI change for All Urban Consumers or 4.00 percent. The Order term renews automatically for an additional term of equal length unless either party gives at least 90 calendar days' notice of non-renewal.

Microsoft 365 Licensing

Microsoft licensing is billed separately from the core managed services, on a Microsoft NCE annual commitment paid monthly, a one-year term nested inside the longer service agreement, rather than on the same three-year term as the rest of the Order. The current Order includes Entra ID P2, Exchange Online Plan 1, Power Automate Premium, Office 365 G1, Office 365 G3, and Planner/Project Plan 3 for Government, all Government Community Cloud pricing.

Client Responsibilities

The Order identifies a short list of things that remain the City's responsibility: naming a primary point of contact for VC3 to work with, ensuring VC3 agents and software can be deployed to City devices, maintaining hardware and software maintenance agreements directly with source vendors where possible so replacement parts and security updates stay available, and covering any additional cost for third-party tool licensing beyond what is listed above.

Insurance Requirements Affidavit

Responds to: RFP Section 28, Section 35; Q&A #38, #49

VC3's current insurance program, per certificate effective October 2025 through October 2026, is compared against the City's stated minimums below.

Coverage	City Requirement	VC3 Current Coverage
Commercial General Liability	$2M per occurrence / $3M aggregate, $2M products-completed operations	$1M per occurrence / $2M aggregate, plus $5M umbrella/excess
Professional E&O	$2M per claim	$5M per occurrence / $5M aggregate (combined with cyber liability)
Automobile Liability	$2M combined single limit	$1M, plus $5M umbrella/excess
Workers' Compensation / EL	$500,000 each accident	$1,000,000

Exceptions to RFP Requirements

Responds to: RFP Section 32, item 18; Section 40 (Proposer Certifications)

- ▲ Pricing structure: Section 24 of the RFP anticipates a monthly recurring, per-unit fee model with true-up/true-down for endpoint and server counts and CrowdStrike licensing escalation. The Sample Contract's compensation clause (Section 4.1) is written as a single not-to-exceed dollar amount. VC3 requests that the final agreement's Exhibit B carry a recurring monthly rate schedule and true-up mechanism rather than a single lump sum, consistent with how the RFP itself describes pricing.

- Contract term: RFP Section 27 anticipates a three-year initial term. The Sample Contract leaves the end date in Section 2.1 blank; VC3 proposes that field be completed consistent with a three-year initial term, with pricing held firm per the RFP's 90-day proposal validity and negotiated further at contract execution.
- Transition assistance scope: RFP Section 31 requires cooperation on transition without withholding credentials or data over a contractual dispute, which VC3 fully accepts. VC3 asks the City to confirm that transition assistance beyond a defined baseline (documentation transfer, credential handoff, and data export) that requires substantial additional engineering effort may be scoped and quoted as a project, consistent with standard practice.

Proposed Contract Exceptions

Responds to: RFP Section 32, item 19; Sample Contract (Professional Services Agreement)

The items below compare the City's Sample Contract to VC3's standard Master Agreement and flag where VC3 will request negotiated language. None of these are submitted as refusals; they are the specific points VC3 expects to discuss if selected.

- Liability cap (Sample Contract Section 12, Indemnity): the Sample Contract has VC3 indemnify the City broadly for negligent acts, errors, or omissions with no liability cap. VC3's standard agreement caps aggregate liability and excludes consequential damages. VC3 will propose a mutual limitation of liability sized appropriately for a public-sector, CJIS-adjacent engagement, rather than an uncapped indemnity or VC3's standard six-month-of-fees cap as written.
- Ownership of documentation (Sample Contract Section 18, Property of the City): this aligns with RFP Sections 13 and 29, and VC3 will confirm that operational documentation, configuration records, and policies developed specifically for the City belong to the City, while VC3 retains ownership of its own pre-existing tools, templates, and methodologies used to deliver the Services.
- Governing law and venue (Sample Contract Sections 20.5–20.6): Oregon law and Yamhill County Circuit Court venue as written are acceptable and consistent with how VC3 approaches public-sector engagements in the client's home jurisdiction.
- Termination for convenience (Sample Contract Section 14.1.2): the City may terminate at any time in its sole discretion. VC3's standard Order structure, including the one already prepared for this engagement, calculates early-termination amounts under Master Agreement Section 3.3 as the fees due for the remaining term, treated as liquidated damages rather than a penalty. Given the three-year term, the $26,475.92 onboarding investment, and the CrowdStrike and Microsoft licensing commitments in this Order, VC3 will ask that the final contract reconcile the City's termination-for-convenience right with this remaining-term liquidated-damages approach, rather than silently overriding it.
- Subcontractors (Sample Contract Section 9.1): this section assumes a named subcontractor will perform part of the work. Recurring managed services carry no subcontracted labor, so VC3 will request this section be marked not applicable to the core managed services scope; if compliance confirms discrete project work may ever involve a disclosed, City-authorized subcontractor, that should be addressed as a narrow carve-out rather than through this section as written.

Additional Information

Responds to: RFP Section 32, item 20

VC3 also offers Managed AI Services built for municipal use cases the City may find useful down the road, including a Council Meeting Minutes Assistant that makes years of council decisions searchable and citation-ready, and a Policy Assistant that answers policy questions without staff digging through binders. VC3 can also fold Council Chambers audio/video support, troubleshooting, and vendor coordination into the managed

environment if the City wants that included; major upgrades or new installations would be scoped separately. These are not part of the core scope of this proposal and are mentioned only as future options.

Appendix A: References

Organization	Contact	Length of Relationship	Environment / Services
McMinnville Fire District, OR	Reed Godfrey, (971) 746-9781, reed.godfrey@mcminnvillefiredistrict.gov	Since 2023	~50 users (mix of full and email-only); [confirm services before submission]
City of Warren, OH	Brad Kolasinski, Network Systems Supervisor, (440) 479-1421, bkolasinski@warren.org	3 years	Co-Managed business continuity and disaster recovery
Ross County, OH	Andy Wettersten, IT Coordinator, (740) 637-7972, andywettersten@rosscountyohio.gov	3 years	Co-Managed EDR and 24/7 SOC monitoring, email security
Township of Blackman, MI	Christopher Boulter, Deputy Director/Public Safety, (517) 788-4223, cboulter@blackmantwp.com	8 years	Comprehensive IT management and security, 24x7x365 support

Appendix B: Required Forms

- ▲ Insurance Requirements Affidavit (Attachment B): pending insurer/agent completion. See Insurance Requirements Affidavit section above for the required action.
- ▲ Addenda acknowledgment: confirm with the AE whether any formal numbered addenda were issued through DemandStar beyond the Questions and Answers #1 document, and acknowledge receipt of each in the final proposal per RFP Section 40.
- ▲ Proposer certifications (RFP Section 40): built into the signature page of the cover letter; confirm state of residence/incorporation and the required certifications are represented accurately before submission.
- ▲ CJIS documentation: certificates of individual employee CJIS Security Addendums are available on request via cjisadmin@vc3.com; attach or reference as the City requires.

Appendix C: Cost of Services

One-Time Costs

Item	Description	Qty	Unit Price	Rate
VC3 Managed Services Onboarding	Discovery, transition, documentation, and tool deployment	1	$26,475.92	$26,475.92

Recurring Costs

Item	Description	Qty	Unit Price	Rate
Infrastructure Support – Workstations	24x7 workstation monitoring and OS patching	260	$25.00/mo	$6,500.00/mo

Item	Description	Qty	Unit Price	Rate
Infrastructure Support – Servers	24x7 remote server support, monitoring, and OS patching	50	$200.00/mo	$10,000.00/mo
Infrastructure Support – Network	24x7 remote network support, monitoring, and device patching	8	$200.00/mo	$1,600.00/mo
Endpoint Security	EDR, DNS security, 24x7 VC3 Security Team	310	$15.00/mo	$4,650.00/mo
End User Security	Security awareness training, email protection, dark web credential monitoring, M365 monitoring/response, identity threat detection	204	$15.00/mo	$3,060.00/mo
RMM Access	Shared access to VC3 RMM platform for internal IT staff	4	$99.99/mo	$399.96/mo
PSA Access	Shared access to VC3 ticketing system for internal IT staff	4	$51.50/mo	$206.00/mo
IT Documentation	Shared access to VC3 documentation platform for internal IT staff	4	$14.99/mo	$59.96/mo
DUO MSSP (Essentials)	Managed multifactor authentication; VC3 assumes control of the City's existing DUO tenant	275	$3.00/mo	$825.00/mo
Microsoft Entra ID P2 (GCC, NCE, 1-yr)	Advanced identity protection for users and administrators	218	$9.45/mo	$2,060.10/mo
Exchange Online Plan 1 (GCC, NCE, 1-yr)	Messaging, calendaring, and email archiving	12	$4.20/mo	$50.40/mo
Power Automate Premium (GCC, 1-yr)	Workflow automation licensing	1	$15.00/mo	$15.00/mo
Office 365 G1 (GCC, NCE, 1-yr)	Online Office apps, email, and 1TB storage	27	$10.50/mo	$283.50/mo
Office 365 G3 (GCC, NCE, 1-yr)	Full Office suite plus email, storage, and add-ons	182	$24.15/mo	$4,395.30/mo
Planner and Project Plan 3 (GCC, 1-yr)	Project and task planning licensing	2	$30.00/mo	$60.00/mo

Monthly recurring subtotal: $34,165.22. Combined fixed annual subtotal (managed services plus Microsoft licensing): $209,520.60. Three-year subtotal: $628,561.80.

Optional Recurring Costs

Pricing below reflects VC3's current published Co-Managed IT Services muni pricing. Each cybersecurity module can be purchased independently.

Item	Description	Qty	Unit Price	Rate
Vulnerability Management	Qualys vulnerability scanner; internal and external vulnerability scanning and reporting	1	Starts at $1,000.00/mo (typically $1,000–$2,000/mo)	[to be added]

Item	Description	Qty	Unit Price	Rate
Vulnerability Management – Patch Management Add-On	Qualys patch management, per endpoint	310	$5.00/mo	[to be added]
SIEM	LevelBlue (formerly AlienVault) SIEM plus 24x7 VC3 Security Team	1	Starts at $3,000.00/mo (typically $3,000–$6,000/mo)	[to be added]
Compliance as a Service	Gap assessment, system security plan creation, policy creation and maintenance assistance, audit support	1	Starts at $3,500.00/mo (typically $3,500–$5,000/mo)	[to be added]

Vulnerability Management, SIEM, and Compliance as a Service each carry a one-time MRR-equivalent onboarding fee and a $2,000 municipal onboarding minimum, on top of the one-time onboarding fee already included in this Order.

Optional One-Time Costs (not currently in the Order)

Item	Description	Qty	Unit Price	Rate
Compliance as a Service – Gap Assessment	CIS Controls v8 / CJIS baseline assessment	1	Starts at $15,000.00	[to be added]

Additional Services (labor rates, procurement markup, travel)

Item	Description	Qty	Unit Price	Rate
Consulting & Project Management	Design, architecture, planning, technology assessments, PM, CIO consulting	N/A	$245.00/hr	$245.00/hr
Security Consulting & Management	vCISO services, security assessments/audits, incident response outside Order terms	N/A	$359.00/hr	$359.00/hr
Application Development	Software development, testing, SharePoint services	N/A	$245.00/hr	$245.00/hr
Web Design Services	Non-SharePoint web design and implementation	N/A	$213.00/hr	$213.00/hr
Infrastructure Deployment Services	Network, messaging, server, SAN, virtualization, and desktop deployment	N/A	$218.00/hr	$218.00/hr
Infrastructure Maintenance Services	Ongoing maintenance for network, server, and desktop infrastructure	N/A	$207.00/hr	$207.00/hr
Travel Time	Travel to/from the City, including mileage at the IRS rate	N/A	$131.00/hr	$131.00/hr
After Hours Support Services	Reactive support outside 8am–5pm Monday–Friday and on holidays	N/A	$271.00/hr	$271.00/hr

These rates escalate annually by the CPI change for All Urban Consumers or 4 percent, whichever is higher, matching the escalation methodology on the recurring services above.

Summary

- Recommended offering: VC3 Co-Manage, covering workstation/server/network infrastructure support, endpoint and end-user security, internal-IT platform access (RMM/PSA/documentation), and DUO MFA management, alongside Microsoft 365 licensing.
- Monthly recurring total: $34,165.22 (combined fixed annual subtotal $209,520.60; three-year subtotal $628,561.80), plus a $26,475.92 one-time onboarding fee. Vulnerability Management, SIEM, and Compliance as a Service are available as optional modules, priced separately above.
- Microsoft licensing: billed separately on a one-year Microsoft NCE annual commitment, paid monthly, nested inside the three-year core services term.
- Annual escalation: the greater of CPI for All Urban Consumers or 4.00 percent, applied on the anniversary of the Effective Services Start Date. True-up for excess usage is audited monthly; fees never fall below 75 percent of the initial monthly subtotal.

City of McMinnville, OR - Co-Manage Order

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Quote expires: November 9, 2026

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Manage Infrastructure Support - Workstation Monitoring & Patching 24x7 Workstation Monitoring Workstation OS Patching	260	$25.00 / month	$5,752.50 / month after 11.5% discount for 3 years
Co-Manage Infrastructure Support - Servers 24x7 Remote Server Support 24x7 Server Monitoring Server OS Patching	50	$200.00 / month	$8,850.00 / month after 11.5% discount for 3 years
Co-Manage Infrastructure Support - Network 24x7 Remote Network Support 24x7 Network Monitoring Network Device Patching	8	$200.00 / month	$1,600.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Manage Endpoint Security Endpoint Detection & Response (EDR) DNS Security 24x7 VC3 Security Team	310	$15.00 / month	$4,650.00 / month for 3 years
Co-Manage End User Security Security Awareness Training Email Protection Dark Web Credential Monitoring M365 Monitoring & Response Identity Threat Detection & Management	204	$15.00 / month	$2,708.10 / month after 11.5% discount for 3 years
RMM Access Shared Access to VC3 RMM Platform for Internal IT Users for remote support / access purposes only.	4	$99.99 / month	$399.96 / month for 3 years
PSA Access Shared access to VC3 Ticketing System for Internal IT Users to manage and respond to end user service requests.	4	$51.50 / month	$206.00 / month for 3 years
IT Documentation Shared Access to VC3 Documentation Platform for Internal IT Users	4	$14.99 / month	$59.96 / month for 3 years
VC3 Protect - NG SIEM - Per GB - 365 Day Retention	28	$60.00 / month	$1,486.80 / month after 11.5% discount for 3 years
CyberGard Cisco DUO - Essentials (MSSP Monthly)	275	$3.00 / month	$825.00 / month for 3 years
Microsoft Entra ID P2 for government NCE Annual Commitment, Paid Monthly Microsoft Entra ID P2: A comprehensive cloud Identity and access management solution with advanced identity protection for all your users and administrators	218	$9.45 / month	$2,060.10 / month for 1 year

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Exchange Online (Plan 1) (Governmental Community Cloud Pricing) NCE Annual Commitment, Paid Monthly Messaging, calendaring, and email archiving plan accessible from Outlook on PCs, the Web and mobile devices.	12	$4.20 / month	$50.40 / month for 1 year
Power Automate Premium for Government	1	$15.00 / month	$15.00 / month for 1 year
Office 365 G1 (Governmental Community Cloud Pricing) NCE Annual Commitment, Paid Monthly The online versions of Office with email, instant messaging, HD video conferencing, plus 1 TB personal file storage and sharing. Does not include the Office suite for PC or Mac.	27	$10.50 / month	$283.50 / month for 1 year
Office 365 G3 (Governmental Community Cloud Pricing) NCE Annual Commitment, Paid Monthly The Office suite for PC and Mac with apps for tablets and phones, plus email, instant messaging, HD video conferencing, 1 TB personal file storage and sharing, and available add-ons like PSTN calling.	182	$24.15 / month	$4,395.30 / month for 1 year
Planner and Project Plan 3 for GCC	2	$30.00 / month	$60.00 / month for 1 year
VC3 Managed Services Onboarding	1	$33,357.00	$28,155.00 after $5,202.00 discount
SUMMARY			
Monthly subtotal			$33,402.62 after $2,442.60 discount
One-time subtotal			$28,155.00 after $5,202.00 discount

Comments

This work order is provided with the following acknowledgements and assumptions:

- No discovery was performed prior to work order creation. Numbers presented are an estimation based on client provided documents. If onboarding discovery presents different findings, monthly costs will be adjusted accordingly.
- Client is currently performing full backups of all servers in line with industry standards.
- Client currently has active support contract with Veeam, the current Client backup software vendor.
- VC3 will be assuming control of Client's DUO tenant that is currently provided directly from DUO.
- NG SIEM: This quotation is based on estimated log data ingestion derived from environment metrics gathered during the quoting process. Actual ingestion volumes may vary. Material increases in log volume may incur a price adjustment.

This Order is entered into as of September 17, 2026 between VC3 Inc., a Delaware corporation ("Company") and City of McMinnville OR ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available here and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Co-Managed Core Services – No Company Remote Management and Monitoring (RMM) Provided

1. Provision Client within Company ticketing system.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. Provision Client within Company Digital Portal.
4. Provision Client within Company IT Documentation platform.
5. Provide the client with a named Strategic resource to assist Client with the following:
    1. Budgeting: Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals and services provided.
    2. Strategic Planning: Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment with regards to services currently provided, alongside additional services that can be provided by Company to Client.
    3. Service Reporting: Provide reporting to Client which provides an overview of the activities that have taken place in relation to the services provided as part of this order.

Co-Managed Infrastructure Support Services

1. Provide 24X7 Incident response services for all included server and network devices.
2. Provide remote support to authorized users for all included server and network devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all server and network devices.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.

Co-Managed Workstation Monitoring & Patching Services

1. Provide 24x7 collection of performance data for the client's included workstation devices per Company's best practices.
2. Utilize industry best practices for remote access, control, and management of all devices.
3. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
4. Resolution of monitoring alerts.

Co-Managed Endpoint Protect - Endpoint Detection and Response (EDR) Service Deliverables

1. Configure EDR service to co-exist with existing Client systems.
2. Tuning of EDR alert sensitivity threshold.
3. Creation of automated workflows for containment of incidents.
4. Provide reporting of findings from EDR service to Client at regularly defined intervals as mutually agreed upon between Company and Client.

    1. Default reporting period will be monthly.
5. Company will provide Client access to all event information processed by EDR service.

Co-Managed Web Protect - Domain Name Server (DNS) Security Deliverables

1. Daily monitoring of activity to ensure visibility into potential compromises.
2. Initial configuration of web and content filtering policy within the solution.
3. Investigate trends in activity.

Co-Managed End User Security Services

1. **Deployment & Implementation Services:**
    1. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
        1. Configure monitoring service to monitor corporate domains in scope.
    2. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
        1. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
        2. Maintaining active user list within the platform.
        3. Creating phishing campaigns targeting users on Client domain.
        4. Management of phishing campaigns monthly.
        5. Creating training campaigns, educating users on Client domain.
        6. Management of training campaigns monthly.
        7. Providing phishing / training reports to Client.
    3. Provision **Email Protect** – Advanced Email Threat Protection platform.
        1. Deploy Email protect to Client Microsoft 365 environment.
        2. Updating MX Records.
        3. Customizing Spam settings.
        4. Creating filter policies and approve/block sensor list items.
    4. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform.
        1. Authentication with Client Microsoft 365 and/or G Suite tenant.
        2. Alerting threshold tuned to meet industry best practices.
    5. Provision **Identity Management & Threat Detection** services:
        1. Identity platform deployment and enablement.
        2. Identity threat detection tuning.
        3. Monitoring and analysis of identity-based alerts.
        4. Identity threat remediation.
        5. Risk posture reporting and advisement on additional measures required to secure identity fully.
        6. Identity Management & Threat Detection services require appropriate Endpoint Detection & Response agent deployed within Client environment.

Co-Managed Security Services:

1. 24x7 Monitoring and Response Services:
    1. Provide 24X7 response services for all deployed services included.
    2. Maintain and update all deployed services included.
    3. 24X7 response to critical event driven Incidents.
    4. Continuous monitoring to identify, triage and respond to system and user driven events.
    5. Utilize industry's best practices when providing Services.
    6. Forensic and investigative assistance in the event of an incident.
    7. Procurement of relevant software, hardware and licenses as required for services to be provided.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Net new workstation deployments are excluded from this Order. Workstation deployments will be scoped and priced on a separate Order as and when the Client requests for a new workstation to be deployed.
2. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement and rates displayed within Addendum C. For all services which

incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.

3. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
4. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
5. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
  - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
  - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**

    - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
    - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
    - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
    - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
    - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
    - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
    - Maintenance tasks, audits, or alignment work that is not requested by the client.
    - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance**: All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
    1. **Notification**: Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance**: All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
    1. **Notification**: Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Addendum C - Hourly Rates

Service Area	2026 Rate	Description of Service Area
Consulting & Project Management	$ 245.00	Consulting (Design, Architecture, Planning); Technology Assessments; Project Management. CIO Consulting Services including without limitation product evaluations and application/infrastructure planning services.
Security Consulting & Management	$ 359.00	vCISO Services, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.

Application Development	$ 245.00	Application Software development, design, testing, and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	$ 213.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	$ 218.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains, and Desktop Deployments.
Infrastructure Maintenance Services	$ 207.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server, and Desktop support.
Travel Time	$ 131.00	Travel time to and from the Client. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	$ 271.00	All reactive support services provided to Client outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

RESOLUTION NO. 2026-55

A Resolution authorizing the City Manager to execute a contract with VC3 for $1,279,389 for Co-Managed Information Technology and Cybersecurity Services.

RECITALS:

WHEREAS, In August 2026, the City of McMinnville issued a Request for Proposals for Co-Managed Information Technology and Cybersecurity Services; and

WHEREAS, In September 2026, the City received 10 proposals, 5 of which were responsive to the RFP and reviewed by staff; and

WHEREAS, The City evaluated the proposals received and determined that it is in the best interest of the City to contract with VC3 for Co-Managed Information Technology and Cybersecurity Services; and

WHEREAS, The City desires to contract with VC3 to provide Co-Managed Information Technology and Cybersecurity Services for fiscal years 2026-27 through 2028-29.

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

1. The City Manager is authorized to execute a contract, in a form acceptable to the City Attorney, with VC3 for $1,279,389 for Co-Managed Information Technology and Cybersecurity Services for three fiscal years.
2. This resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Council of the City of McMinnville at a regular meeting held the 22nd day of September, 2026, by the following votes:

Ayes: _____

Nays: _____

Approved this 22nd day of September 2026.

_____
MAYOR

Approved as to form: Attest:

_____ _____
City Attorney City Recorder

STAFF REPORT

DATE: **September 22, 2026**
TO: **Adam Garvin, City Manager**
SUBMITTED BY: **Geoff Hunsaker, Public Works Director**
WRITTEN BY: **John Paskell, Airport Manager**
SUBJECT: **Weyerhaeuser NR Company Lease Amendment**

1. Ordinance 5186, Authorizing a Lease Amendment with Weyerhaeuser NR Company at the McMinnville Municipal Airport.

Report in Brief:

Ordinance 5186 authorizes the City Manager to execute a lease amendment with Weyerhaeuser NR Company for additional property at the McMinnville Municipal Airport.

Background:

On March 2, 2026 Weyerhaeuser purchased the aircraft hangar previously owned by Potcake Cellars, LLC, and assumed the ground lease between Potcake Cellars and the City of McMinnville.

Weyerhaeuser is requesting an amendment to the lease to add 86,640 sf (1.99 acres) of property (Phase 1), with a right of refusal to lease and develop an additional 189,354(+/-) sf (4.35 acres) of property east of the aircraft hangar (Phase 2).

Discussion:

Phase 1 includes an immediate addition of 86,640 sf of property, including 27,348 sf of land adjacent to and around the hangar, and 59,292 sf of improved property immediately north of the hangar, commonly known as the Comcast Lot, and which includes the remnant portion of an interior road known as Nimbus Loop, an unneeded portion of airport perimeter security fence, and the vacant

“Comcast” building. Phase 1 would include the demolition of the building at the City’s expense, and the interior road and fence would be encompassed as part of Weyerhaeuser’s campus. The change of use of the former Comcast lot from a non-aviation commercial use to an aviation use is supported by the FAA and the Airport Master Plan.

Phase 2 of the expansion includes the right of first refusal and right to develop approximately 189,354 sf (4.35 acres) of unimproved land east of the hangar and former Comcast lot. This property is planned to be developed as aircraft parking and operations space, along with additional buildings as may be needed to accommodate Weyerhaeuser Aviation’s growth and is an appropriate use of the property as identified in the Airport Master Plan. Phase 2 would also include the construction of an aircraft taxi lane connecting Taxiway “A,” the Weyerhaeuser development, and future general aviation expansion in that area, as identified in the Airport Master Plan. Weyerhaeuser will construct the taxi lane at their expense as part of their development, and the City would reimburse 50% of the construction costs through a credit back of new lease revenue from this phase.

In its Special Meeting of August 18, 2026, the Airport Commission voted unanimously (5-0, with 2 absent) to recommend to City Council adoption of the ordnance to amend the lease as presented.

Attachments:

1. Ordinance No. 5186

Fiscal Impact:

Phase 1 provides immediate annual revenue of $84,141 for the airport, prorated in the first year, and increasing annually in accordance with the lease provisions governing future rate increases. The cost to demolish the former Comcast building is still being gathered, but staff is estimating approximately $50,000, and the City agrees to complete the demolition within 180 days of lease execution.

Phase 2, if exercised by Weyerhaeuser, would provide an additional approximately $77,635 in annual lease revenue, assuming the current ground lease rate is still in effect at time of execution, and increasing annually in accordance with the lease provisions governing future rate increases.

New revenue from Phase 2 will be credited back annually to Weyerhaeuser until 50% of the construction costs for the taxi lane have been fully-reimbursed. Should additional airport development occur prior to the final reimbursement, at which time the taxi lane would be converted to common-use, the remaining balance would be due once that development is complete. Estimated costs to construct the taxi lane are between $400,000-$500,000 (or $200,000-

$250,000 for the City's 50% share)with payback estimated to take 3 years, sooner if new financial resources become available.

Alternatives:

Alternative 1 [Staff Recommendation]: Adopt the attached Ordinance authorizing the City Manager to execute a Lease Amendment with Weyerhaeuser NR Company, in a form acceptable by the City Attorney.

Alternative 2: Reject the attached Ordinance. Staff would continue negotiating with the Weyerhaeuser for any provisions the City Council deems necessary.

Alternative 3: The Council may consider any other alternative not presented by staff.

ORDINANCE NO. 5186

An Ordinance authorizing a Lease Amendment with Weyerhaeuser NR Company at the McMinnville Municipal Airport.

RECITALS:

WHEREAS, the City of McMinnville owns and operates the McMinnville Municipal Airport, and Weyerhaeuser has a ground lease for aircraft hangar space at the Airport; and

WHEREAS, Weyerhaeuser requests to amend the lease to immediately increase its leased space by approximately 1.99 acres and has requested a right of first refusal to lease and develop an additional 4.35 acres; and

WHEREAS, the McMinnville Municipal Airport desires to lease additional space and supports Weyerhaeuser's expansion at the Airport; and

WHEREAS, there currently exists a building on the proposed leased property, which will be demolished at the City's expense; and

WHEREAS, Weyerhaeuser agrees to construct a connector taxi lane on behalf of the City, which is identified in the Airport Master Plan, and which will be partially reimbursed through future rent credits.

NOW, THEREFORE, THE CITY OF MCMINNVILLE ORDAINS, as follows:

1. The City Manager is authorized to execute a Lease Amendment with Weyerhaeuser including the terms listed above and in a form acceptable to the City Attorney.
2. This Ordinance will take effect 30 days after passage by the City Council.

Adopted by the McMinnville City Council this 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

_____
MAYOR

Approved as to form:

_____
City Attorney

Attest:

_____
City Recorder

City of McMinnville
ADMINISTRATION

STAFF REPORT

DATE: **Sept 22, 2026**
TO: **Adam Garvin, City Manager**
SUBMITTED BY: **Jeanne Sprague, Parks and Recreation Director**
SUBJECT: **Ordinance No. 5188**

1. An Ordinance Adopting a New McMinnville Municipal Code Chapter 2.29 Establishing a Parks and Recreation Advisory Committee.

Report in Brief: The City of McMinnville and Parks and Recreation Dept. wishes to create a standing Parks and Recreation Advisory Committee that will advise the City Council for the City of McMinnville of "their guidance on proposals and topics related to the parks and recreation system."

Background: Per the Parks, Recreation and Open Space Plan (PROS Plan) adopted on June 25, 2024, via Resolution No. 2024-38, one of the goals is to "create a parks and recreation advisory committee." The City would like to accomplish this goal.

Discussion:

A Parks and Recreation Advisory Committee, in addition to being a goal of the City Council, is a valuable tool for engagement, focused attention to public-facing City assets, and advisement to the Council directly from the community. The proposed Ordinance establishes such a Committee with the adoption of a new Chapter 2.29 to the McMinnville Municipal Code.

As proposed, the Committee will have seven members appointed by the Council to two-year terms. After two consecutive, full terms a member must take a two-year hiatus before seeking appointment again. The Committee will also seek a non-voting, youth ex-officio member to serve a one-year term. Other terms included in MMC Chapter 2.29 are procedural and largely follow the setup of other City committees.

The stated responsibilities of the Committee include:

a. Advise the Parks and Recreation Dept and Council on the implementation of the Goals and Objectives in the 2024 Parks, Recreation, and Open Space Plan, or any successor or companion plans, through a community lens.
b. The layout, adornment, ornamentation and improvement of city parks;
c. The creation or improvement of recreation programs, playgrounds, recreation centers and other places which have previously been, or may in the future be, dedicated to the purpose of public recreation;
d. Rules, regulations and code amendments for the use of the parks and recreation areas;
e. The acquisition of land for park and/or recreation purposes;
f. The disbursement of moneys appropriated for the maintenance and improvement of parks, recreation areas and recreation programs;
g. All other matters necessary and proper for the protection, care and improvement of the parks, recreation areas and recreation programs.

In addition to recommendations to Council on the above topics, the Committee will make an annual report to the City Council outlining both accomplishments over the past year and plans for the next year.

Attachments:

1. Ordinance No. 5188
    a. Exhibit A (Draft Chapter 2.29 to the McMinnville Municipal Code)

Fiscal Impact:

Minimal fiscal impact: staff time.

Alternatives:

Alternative 1 [Staff Recommendation]: Adopt the attached ordinance adopting the new McMinnville Municipal Code Chapter 2.29 establishing a Parks and Recreation Advisory Committee.

Alternative 2: Direct Staff to revise the ordinance or code chapter 2.29.

Alternative 3: Reject the attached ordinance, and do not establish a Parks and Recreation Advisory Committee.

Alternative 4: The Council may consider any other alternative not presented by staff.

ORDINANCE NO. 5188

An Ordinance Adopting a New McMinnville Municipal Code Chapter 2.29 Establishing a Parks and Recreation Advisory Committee.

RECITALS:

Whereas, the City of McMinnville adopted the Parks, Recreation and Open Space Plan (PROS Plan) on June 25, 2024, via Resolution No. 2024-38; and

Whereas, one of the Goals of the PROS Plan is to "create a parks and recreation advisory committee" and

Whereas, one of the action items listed in the PROS Plan to achieve the above-recited Goal is to create a parks and recreation advisory committee; and

Whereas, the City of McMinnville wishes to create a standing parks and recreation advisory committee that will advise the Common Council for the City of McMinnville of "their guidance on proposals and topics related to the parks and recreation system."

NOW, THEREFORE, THE CITY OF MCMINNVILLE ORDAINS, as follows:

1. The Common Council for City of McMinnville adopts the above-stated recitals and findings as if fully set forth herein.
2. A new Chapter 2.29 of Title 2 of the McMinnville Municipal Code is hereby adopted to read as set forth on Exhibit A attached hereto and incorporated herein.
3. The City Recorder shall conform these amendments to the City's Municipal Code format and correct any scrivener's errors.
4. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 22nd day of September, 2026 by the following votes:

Ayes: _____

Nays: _____

_____
MAYOR

Approved as to form: Attest:

_____ _____
City Attorney City Recorder

EXHIBITS:

A. Proposed Chapter 2.29 to the McMinnville Municipal Code

Exhibit A to Ordinance No. 5188

Chapter 2.29
Parks and Recreation Advisory Committee

2.29.010 Purpose, Responsibilities and Power.

A. To create a parks and recreation advisory committee to serve in an advisory capacity to the city council and Parks and Recreation Dept in matters related to city-sponsored recreational activities and the operation, maintenance, and improvement of city parks, park amenities, and other recreation facilities.
B. All members who are present at Board meetings, including the Chair and Vice Chair, are allotted one vote each on all motions.
C. The parks and recreation board shall be advisory only and shall be empowered to study and recommend to the city council and parks and recreation Dept. on the following matters:
    a. Advise the Parks and Recreation Dept and Council on the implementation of the Goals and Objectives in the 2024 Parks, Recreation, and Open Space Plan, or any successor or companion plans, through a community lens.
    b. The layout, adornment, ornamentation and improvement of city parks;
    c. The creation or improvement of recreation programs, playgrounds, recreation centers and other places which have previously been, or may in the future be, dedicated to the purpose of public recreation;
    d. Rules, regulations and code amendments for the use of the parks and recreation areas;
    e. The acquisition of land for park and/or recreation purposes;
    f. The disbursement of moneys appropriated for the maintenance and improvement of parks, recreation areas and recreation programs;
    g. All other matters necessary and proper for the protection, care and improvement of the parks, recreation areas and recreation programs.

2.29.020 Membership.

A. *Number of Members.* The Parks and Recreation Advisory Committee shall be composed of seven members.

B. *Residency.* Members must reside, own a business, or attend school within the City of McMinnville city limits. A majority of members shall reside within the city limits. The Council can appoint a member to the Parks and Recreation Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the purpose of the Committee.

C. *Representation.* Individual seats are not geographically designated. Council members, planning commissioners, and water and light commissioners shall not serve as Parks and Recreation Advisory Board members.

D. *Appointments.* The Council will appoint the committee members. The City strives for members of the Parks and Recreation Advisory Committee to bring their lived experiences as participants in Parks and Recreation systems in regards to the impact of P&R on all residents in McMinnville.

E. *Terms.* All terms are for two years commencing with January of each year. All members may serve two consecutive two-year terms. Members who have served two full terms may be reappointed to the Parks and Recreation Advisory Committee after a two-year hiatus from the committee.

F. *Removal.* A committee member may be removed by the Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. The committee may, by motion, request that a member be removed by the Council. If the Council finds misconduct, nonperformance of duties or three successive unexcused absences from regular meetings by the member, the member shall be removed.

G. *Ex Officio Members.* One *ex officio* youth (21 years of age and under) may be appointed by the Council, to serve a one year term. The ex officio youth shall not be a voting member. Additional *ex officio* members may be appointed by the city manager or city manager designee and will serve a one-year term. Additional *ex officio* members shall not be voting members.

2.29.030 Officers.

A. *Chairperson I Vice-Chairperson.* At its first meeting of each year, the Parks and Recreation Advisory Committee shall elect from its membership a chairperson and vice-chairperson. The chairperson or vice-chairperson, acting as chairperson, shall have the right to make or correct motions and vote on all matters before the committee. A majority of the committee may replace its chairperson or vice-chairperson with another member at any time during the calendar year.

B. *Annual Report to City Council.* The Chairperson of the Parks and Recreation Advisory Committee shall make an annual report to the Council outlining accomplishments for the past year and work plan for the following year, or more often as the Chairperson deems appropriate, or at the request of the Council.

2.29.040 Meeting/Quorum.

A. *Meeting Schedule.* The Parks and Recreation Advisory Committee shall meet monthly except as suspended by motion of group.

B. *Meeting Conduct.* Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition ("Roberts Rules") shall govern each committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

C. *Open to the Public.* All meetings shall be open to the public.

D. *Quorum.* A majority of the members of the committee shall constitute a quorum. Quorum will be based on the number of people officially appointed to the committee at the time and does not include vacancies.

2.29.050 Expenses/Reimbursements. Committee members shall receive no compensation. Any expense incurred by a committee member that will need to be reimbursed by the City of McMinnville must be pre-authorized by the city manager or designee.

2.29.060 Special Provisions.

A. The Parks and Recreation Advisory Committee shall operate within the laws and guidelines of the federal government, the state government, Yamhill County and the city of McMinnville.

B. The Council may appoint an ad-hoc committee to address issues that are not under the purview of the existing committee.

2.29.070 Staff support. Staff consists of the Parks and Recreation Director or designee.