



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

**City Council Meeting Agenda  
Tuesday, July 25, 2017**

**6:00 p.m. – Dinner Meeting  
7:00 p.m. – Regular Council Meeting**

*Welcome! All persons addressing the Council will please use the table at the front of the Council Chambers. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."*

**6:00 PM – DINNER MEETING – CONFERENCE ROOM**

1. CALL TO ORDER
2. REVIEW CITY COUNCIL AGENDA
3. ADJOURNMENT

**7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a topic already on the agenda; 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 the duration of these comments.*
4. PRESENTATION
  - a. Citizen and Employee Recognition
5. CONSENT AGENDA
  - a. Consider request from Allegory Brewing for a Brewery Public House license at 777 NE 4<sup>th</sup> Street.
6. RESOLUTIONS
  - a. **Resolution No. 2017-54**: A Resolution awarding the Personal Services Contract for design services for the Old Sheridan Road Improvements Project, Project 2017-6.
  - b. **Resolution No. 2017-55**: A Resolution approving the acquisition of property for the Hill Road transportation bond project.

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702. For TTY services, please dial 711.

7. ORDINANCE

- a. First reading with possible second reading of **Ordinance No. 5033**: An Ordinance amending Ordinance 4904, relating to the Solid Waste Collection Franchise.

8. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. Cash & Investment Report

9. ADJOURNMENT

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**City of McMinnville**  
230 NE Second Street  
McMinnville, OR 97128

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

**DATE:** July 25, 2017  
**TO:** City Council  
**FROM:** Rich Leipfert, Fire Chief; Matt Scales, Police Chief  
**SUBJECT:** Citizen and Employee Recognition

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Occasionally, events rise to the level that warrants recognition by public safety agencies; on June 2<sup>nd</sup> this year there was just such an incident. During a soccer practice at the McMinnville High School, one of the youths collapsed on the field. Bystanders immediately called 911 and ran to check on the young man. The coach and one of these bystanders initiated CPR. YCOM Dispatch received the call of a minor down and dispatched the units while giving instructions to the caller. Prior to the arrival of Fire & EMS units, Police Officer Zemlicka arrived and applied his Automatic External Defibrillator. The combination of CPR and shocking the student resulted in his pulse to return. Fire & EMS Units arrived to provide advanced life support, sustaining his pulse and airway throughout transport to Portland.

During this evening's City Council meeting we would like to recognize the members of our community, both lay persons and public safety professionals, who made a difference in this young man's life.



City Recorder Use

Final Action: \_\_\_\_\_

☒ Approved ☐ Disapproved

## Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Allegory Brewing / David Sanguinetti

BUSINESS LOCATION ADDRESS: 777 NE 4<sup>th</sup> Street

LIQUOR LICENSE TYPE: Brewery Public House

Is the business at this location currently licensed by OLCC

☐ Yes ☒ No

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

\_\_\_\_\_

Hours of operation: Various See Application

Entertainment: Live Music and Recorded Music

Hours of Music: Various See Application

Seating Count: 78 total

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

*No disqualifying info found*

*Michael S. Chief of Police*

Chief of Police / Designee

City Manager / Designee



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

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

## STAFF REPORT

**DATE:** July 12, 2017  
**TO:** Jeff Towery, City Manager  
**FROM:** Rich Spofford, Engineering Services Manager  
**VIA:** Mike Bisset, Community Development Director  
**SUBJECT:** Old Sheridan Road Improvement Project Personal Services Contract Award

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### **Council Goal:**

Plan and Construct Capital Projects - Continue to plan and implement Transportation Bond improvements.

### **Report in Brief:**

This action is the consideration of a resolution to award a Personal Services Contract to Harper Houf Peterson Righellis Inc. (HHPR) in the amount of \$284,120.00 for the first phase of design work related to the Old Sheridan Road Improvements Project, Project 2017-6.

### **Background:**

The Old Sheridan Road Improvements Project is one of the five Capital Improvement Projects identified within the Transportation Bond approved by voters in 2014. Located at the southern limits of town, Old Sheridan Road is currently an existing 2-lane rural corridor with narrow travel lanes, narrow shoulders, and no sidewalks or bike lanes. This project will construct widening and other improvements between Highway 99W and Cypress Lane, including traffic signal upgrades, new turn lanes, bridge reconstruction, bike lanes and pedestrian improvements to improve traffic flow and safety.

### **Discussion:**

On April 14, 2015, the City Council adopted Resolution 2015-17 (attachment #4 to this memorandum), establishing a list of firms qualified to provide consulting services related to the design and construction of the street improvement and repair bond projects. Harper Houf Peterson Righellis Inc. (HHPR) was selected from the qualified list to provide design services on the Old Sheridan Road Improvements project.

The attached Personal Services Contract includes design services, project management, topographical surveying, geotechnical investigation and design, and environmental work for the first phase of the Old Sheridan Road Improvements Project. This first phase will get to the 30% design stage and is estimated to cost \$284,120.00

Future work, including the final design and construction services, will be presented to the Council for approval at a later date. Construction of the improvements will begin in the summer of 2019.

**Attachments:**

1. Resolution
2. Personal Services Contract, scope of work and fee
3. Project Vicinity Map and aerial view
4. Resolution 2015-17

**Fiscal Impact:**

The project is funded by 2014 transportation bond proceeds and is included in the proposed FY18 Transportation Fund (Fund 45) budget.

**Recommendation:**

Staff recommends the City Council adopt the attached resolution to award a Personal Services Contract in the amount of \$284,120.00 to Harper Houf Peterson Righellis, Inc. (HHPR) for the first phase of the design of the Old Sheridan Road Improvements Project, Project 2017-6.

RESOLUTION NO. 2017-54

A Resolution awarding the Personal Services Contract for design services for the Old Sheridan Road Improvements Project, Project 2017-6.

RECITALS:

The Old Sheridan Road Improvements Project is one of the five large capital improvement projects identified within the Transportation Bond approved by voters in 2014.

On April 14, 2015, the City Council adopted Resolution 2015-18 establishing a list of firms qualified to provide consulting services related to the design and construction of the street improvement and repair bond projects. Harper Houf Peterson Righellis Inc. (HHPR) was selected from the qualified list to provide design services on the Old Sheridan Road Improvements project

The attached Personal Services Contract with HHPR includes preliminary design services (through 30% project design), project management, topographical surveying, geotechnical investigation and design, and environmental work for the first phase of the Old Sheridan Road Improvements Project.

The project is funded by 2014 transportation bond proceeds and is included in the proposed FY18 Transportation Fund (45) budget.

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

1. That the Personal Services Contract with Harper Houf Peterson Righellis, Inc. in the amount of \$284,120.00, for the first phase of design for the Old Sheridan Road Improvements Project, Project 2017-6, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Personal Services Contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25<sup>th</sup> day of July, 2017 by the following votes:

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

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

Approved this 25<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
MAYOR

Approved as to form:

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



**CITY OF McMinnville, Oregon**

**PERSONAL SERVICES CONTRACT**

**for**

**Old Sheridan Road Improvements Project, Project 2017-6**

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Harper Houf Peterson Righellis, Inc. (Contractor). The City's Project Manager for this Contract is Rich Spofford, Engineering Services Manager.

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on February 14, 2018.
- 2. Statement of Work.** The work to be performed under this contract consists of design services, project management, topographical surveying, geotechnical investigation and design, and environmental work. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
- 3. Consideration.**
  - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$284,120.00.
  - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
  - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
- 4. Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

***[CONTINUED ON NEXT PAGE]***



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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_

Citizenship: Nonresident alien \_\_\_\_\_ Yes \_\_\_\_\_ No

Business Designation (check one): \_\_\_\_\_ Individual \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation \_\_\_\_\_ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

*NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.*

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**CITY OF McMINNVILLE SIGNATURE**

Approved:

\_\_\_\_\_  
City Manager or Designee

\_\_\_\_\_  
Date

Reviewed:

\_\_\_\_\_  
City Attorney or Designee

\_\_\_\_\_  
Date

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**CITY OF McMinnville**  
**STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS**

**1. Contractor is Independent Contractor.**

a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

**2. Subcontracts and Assignment.** Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**3. No Third Party Beneficiaries.** City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

**4. Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

**5. Early Termination**

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

**6. Payment on Early Termination**

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

**7. Remedies**

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

**8. Access to Records.** Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for the cost of copies is reimbursable by the City.

**9. Ownership of Work.** All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

**10. Compliance with Applicable Law.** Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (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 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**11. Indemnity and Hold Harmless**

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

**12. Insurance.** Contractor will provide insurance in accordance with Exhibit C.

**13. Waiver.** The failure of the City to enforce any provision of this contract will not constitute a waiver by the City of that or any other provision.

**14. Errors.** The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**15. Governing Law.** The provisions of this contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

**16. Severability.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held invalid.

**17. Merger Clause.** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**18. Standard of Care.** The standard of care applicable to Contractor's/Consultant's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed.

**EXHIBIT A**  
**STATEMENT OF THE WORK**

(See attached)

**EXHIBIT B**  
**COMPLIANCE WITH APPLICABLE LAW**

**279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

**279B.230 Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

**279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.** (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one

day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]



**EXHIBIT C  
INSURANCE**

(The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).  
  
☒ Required by City                      ☐ I am exempt. Signed \_\_\_\_\_
2. **Professional Liability** insurance with a combined single limit of not less than  
☒ \$1,200,000, ☐ \$2,000,000, or ☐ \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least ☒ one year ☐ two years after the contract is completed.  
  
☒ Required by City    ☐ Not required by City    By: \_\_\_\_\_
3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than  
☐ \$1,200,000, ☐ \$2,000,000, or ☐ \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.  
  
☐ Required by City    ☒ Not required by City    By: \_\_\_\_\_
4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than  
☐ \$1,200,000, ☐ \$2,000,000, or ☐ \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.  
  
☐ Required by City    ☒ Not required by City    By: \_\_\_\_\_
5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.
6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of commercial general liability, business automobile liability, and excess/umbrella liability insurance policies will be provided to the City in the event that the City receives a tort claim notice pursuant to ORS 30.275 or is named in any lawsuit or other claim which the City reasonably believes is subject to the Contractor's indemnity obligation. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

**EXHIBIT D**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
**(Contractor complete A or B below, Project Manager complete C below.)**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date

**B. CONTRACTOR IS INDEPENDENT.**

**Contractor certifies he/she meets the following standards:**

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met **(please check three or more of the following):**
  - \_\_\_\_ A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
  - \_\_\_\_ B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
  - \_\_\_\_ C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - \_\_\_\_ D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
  - \_\_\_\_ E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature	Date

(Project Manager complete C below.)

**C. CITY APPROVAL**

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,

3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date

## **Exhibit A**

### **Project Statement of Work**

#### **Old Sheridan Road Project Hwy 99W to Cypress Lane – Preliminary Engineering June 29, 2017**

Ron Peterson, Principal 503-221-1131

Harper Houf Peterson Righellis, Inc.  
205 SE Spokane Street, Suite 200  
Portland, Oregon 97202  
503-221-1131 (general)  
503-221-1171 (fax)

### **SCOPE OF WORK**

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In order to meet objectives of the City's Transportation System Plan and subsequent approved transportation bond, City of McMinnville proposes to reconstruct the section of SW Old Sheridan Road between Highway 99W and Cypress Lane to include traffic signal upgrades, new turn lanes, bridge reconstruction, bike lanes, and pedestrian improvements to improve traffic flow and safety.

Improvements will include widening to support two 12-foot travel lanes and two 5-foot bike lanes, 5-foot landscape planter strips, and 5-foot sidewalks both sides; pavement rehabilitation; landscaping of planter strip; street lighting improvements; potential signal upgrade and left turn lane addition at Hwy99; and potential signal installation at Cypress Lane and bridge replacement at the Cozine Creek crossing.

The project will require coordination with Yamhill County who currently has jurisdiction of the roadway, ODOT for improvements at Hwy 99, ACE and DSL for wetland and floodplain issues, ODFW, as well as McMinnville Water and Light and franchise utilities within the corridor.

The new drainage facilities will require water quality treatment and detention prior to discharge to Cozine Creek per Slopes V requirements. Cozine Creek floodplain and wetlands will be analyzed and factored into the roadway and bridge improvements.

It is assumed that the City/County owns adequate right-of-way for the project improvements.

The purpose of this contract is to provide preliminary (30%) engineering, surveying, traffic engineering, environmental and public involvement. Final design, bid support, and construction engineering support is to be scoped separately following preliminary engineering.

Schedule: Design work is anticipated to begin in July of 2017 with project bidding in spring of 2019 followed by construction. Preliminary engineering to begin in July 2017 and complete in February 2018.

## **TASKS and DELIVERABLES**

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### **Task 1 – Management and Administration**

#### **Task 1.1 – Project Management and Administration**

For the purposes of defining the scope of this task, the duration of the preliminary project design effort is assumed to be eight months, from July 2017 through February 2018. The following items are included:

- Provide the management, and coordination to the consultant team and City management staff.
- Track HHPR's contract costs and budgets on a monthly basis. Prepare monthly invoices. Eight (8) invoices are included.
- Prepare monthly summary reports. Eight (8) summary reports are included.
- Prepare and administer sub-consultant contracts.
- Maintain the document files.

#### **Task 1.2 – Project Coordination and Meetings**

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from City of McMinnville and others as needed. HHPR assumes that all meetings, except Project Team Meetings, itemized within this task will be held at the City of McMinnville offices and, therefore, include travel time. Project Team meetings will be held at the HHPR offices. The following items are included within this task:

- Schedule and attend a two-hour Project Kickoff Meeting with the City, Yamhill County, and sub-consultants. Prepare and distribute a team member list, and draft project schedule information. Prepare meeting agenda and summary notes. Meeting to discuss and establish design process, jurisdictional ownership/oversight, coordination, plan preparation, design approach, design criteria, and lines of communication.
- Schedule and attend Project Management meetings. Up to three one-hour meetings are included. Attendance by the PIC, Project Manager and Design Engineer at all of the meetings are included. Prepare the meeting agendas and summaries for the Project Management Team meetings. Project Management Team meetings may be held at City offices in conjunction with other meetings or by conference call.
- Schedule and attend Project Team meetings to coordinate the design. Four one-hour meetings attended by the Project Manager and up to four other team members are included. Prepare meeting agendas and summaries for the Project Team meetings.

- Attend design coordination meetings with agencies external to the Project Team, such as McMinnville Water and Light and ODOT. Two two-hour meeting attended by the Project Manager and one other team member are included. Prepare meeting agendas and meeting summaries.
- General day-to-day coordination with City of McMinnville and project team members.

### **Task 1.3 – Project Schedule**

- Prepare a project activity schedule for presentation to the City Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Document the completion of tasks listed in the project schedule on a monthly basis.
- Revise the project schedule to reflect major changes in the project schedule. Two revisions to the project schedule are included.

#### ***Deliverables:***

- Monthly Invoices and Monthly Summary Reports by the end of the month following the completion of services
- Meeting Notes from Kickoff Meeting and Project Team meetings within one week after the meeting
- Draft schedule to be presented at Kickoff Meeting
- Baseline Project Schedule within one week of receipt of City comments to the draft schedule
- Project schedule updates on a monthly basis, to be submitted with Monthly Summary Report
- Two Schedule Revisions, as coordinated with City

### **Task 2 – Topographic and Right-of-Way Survey**

#### **Task 2.1 – Project Setup and Research**

- Complete necessary survey research at Yamhill County in order to locate relevant right-of-way lines and survey monuments.
- Field mark project area and request Public Utility Locates.
- Research and obtain available as-built maps of public utilities.

#### **Task 2.2 – Survey Control Network**

- Establish horizontal/vertical survey control network using a combination of GPS, trigonometric, and leveling survey methods.
- Vertical elevations based on NAVD88 established by GPS methods.
- Horizontal datum Oregon Coordinate Reference System, Salem Zone.

### **Task 2.3 – Right-of-Way Survey**

- Prepare Right-of-Entry notifications per ORS 672.047 and notify neighboring landowners.
- Research and evaluate County Surveyor's Office records and Title Reports.
- All field and office work to recover the existing survey monumentation defining the road right-of-ways and resolve the right-of-way location together with any easements affecting the right-of-way, which are disclosed by the title reports.
- Prepare a Pre-Construction Record of Survey that complies with the requirements of ORS 209.155 for filing with the County Surveyor's Office and respond to comments from the County during the review process.

### **Task 2.4 – Topographic Survey**

- Prepare and submit One Call utility locate request to identify existing subsurface utilities on the property frontage. One Call response time may be as much as 10 business days as allowed by law.
- Prepare topographic survey of roadway corridor extending 10 feet beyond the right-of-way or to the top or bottom of slopes, whichever is further.
- All field work to complete a topographic survey of the area of existing site conditions including spot elevations no more than 50 feet apart, structures, driveways and any other visible improvements.
- Review provided existing utility as-built drawings and plot (as available) on survey.
- Locate trees six inches diameter at breast height (DBH) or larger.
- Locate wetland flagging and cross section creek for three 25-foot interval cross sections upstream and downstream from the bridge face. Locate bottom of bridge members and abutment locations.
- Topographic survey to include, but not limited to, the following items: trees, fences, visible utility structures, utility locate paint, landscaping, driveways, ramps, curb lines, sidewalks, and adequate spot elevations to produce a one-foot contour map.
- Produce topographic design survey base map to include topographic survey items along with the resolved right-of-way lines and found survey monuments.

### ***Assumptions:***



- Preparation of Legal Descriptions is not included at this time
- Adjoining property owners will be notified as needed to meet the right-of-entry requirements per ORS 672.047.
- Survey monuments will be shown for design consideration. It is assumed that survey monuments will not be disturbed or destroyed as a part of this project and that Oregon Revised Statute requirements per ORS 209.150 or ORS 209.155 will be met for this project.

***Deliverables:***

- Topographic and Right-of-Way Base Map in hard copy and digital format.

**Task 3 – Public Involvement**

**Task 3.1 – Coordination with City**

One public meeting is proposed for this project prior to 30% design completion. HHPR will assist the City with preparation of materials and exhibits related to these public involvement efforts. The City will be responsible for mailing any prepared material and for maintaining a project page on the City's website.

- Coordinate with management team and City community relations specialist regarding public concerns, project impacts and public involvement approach including strategies to involve the public through the design process and identification of key stakeholders and a schedule for outreach efforts.
- Prepare one mailer for City distribution.
- Provide information for City web page updates.

**Task 3.2 – Open Houses**

The City will be responsible for securing space for the Open House. HHPR will:

- Prepare exhibits, comment forms and other necessary material for one Open House events.
- Attend the Open House to present design concepts and interact with the public.
- Provide a summary of the results of the Open House.

**Task 3.3 – Stakeholder Meetings**

It may be necessary to have up to two meetings with individual stakeholders groups. HHPR will:

- Prepare exhibits, comment forms and other necessary material for two stakeholder meetings.

- Attend all stakeholder meetings to present design concepts and address questions or concerns.
- Provide a summary of the results of each meeting.

***Deliverables:***

- One mailer for City distribution
- Display exhibits, outreach materials, and handout materials for one Open House
- One Open House summary
- Display exhibits, outreach materials, and handout materials for two stakeholder meetings
- Two stakeholder meeting summaries
- Community comment logs

**Task 4 – Traffic Engineering**

**Task 4.1 – Meetings**

DKS project manager will attend the following meetings, all of which are assumed to be held at the City's office:

- Project kick-off meeting
- Project team meetings/design coordination meetings (up to two meetings)
- Project coordination meeting with the City (up to one meeting)
- Project coordination meeting with ODOT
- Project coordination meeting with the County
- Public Open House

***Deliverables:***

- Attendance at the meetings outlined above

**Task 4.2 – Traffic Operations Analysis**

- Prepare a written report detailing the traffic operations (capacity, queuing, delay) at the intersections of OR99W/Old Sheridan Road and Old Sheridan Road/Cypress Lane. DKS shall evaluate the need and benefit of adding a dedicated eastbound left-turn lane at the OR99W/Old Sheridan Road intersection, which will be analyzed under weekday AM peak hour and PM peak hour scenarios for both existing conditions and future year (2040) conditions.

The following traffic counts will be collected:

- New two-hour, AM and PM peak hour turn-movement counts at OR99W/Old Sheridan Road.
- New 14-hour turn-movement count at Old Sheridan Road/Cypress Lane.
- New bi-directional, 24-hour vehicle classification counts on Old Sheridan Road (east of Cypress Lane and south of Cypress Lane).
- A Synchro model will be used to analyze the existing AM and PM peak hour intersection operations (v/c and Level of Service based on HCM 2000) for the study intersections. A SimTraffic model will be created and run to assess existing vehicle queuing for the identified scenarios. Queuing will be evaluated based on the ODOT accepted procedures for queuing analysis. A field visit will be conducted by the DKS staff during peak hours to visually assess the intersection operations and existing conditions.
- DKS shall also complete a signal warrant analysis for the intersection of Old Sheridan Road/Cypress Lane under existing conditions, year of opening conditions (2020), and future conditions. All MUTCD warrants will be included in the evaluation.
- An evaluation of collision data for the most recent available three years of data for the study area will be conducted. The collision data will include the study area intersections. The collision data analysis results will be included in the summary of existing conditions.
- Using ODOT approved methodology, DKS will develop future year 2040 PM peak hour turning movement volumes for the study area intersections. DKS will prepare a Traffic Analysis Methodology and Assumptions Memo to document the process with which the future volumes will be developed. The memo will be submitted to ODOT's Transportation Planning and Analysis Unit (TPAU) for concurrence, prior to volume development. Future volumes will be developed using a combination of ODOT's Future Volume tables, traffic counts, the City's Transportation System Plan, and available ATR data.

The traffic operations analysis, collision analysis, signal warrant analysis, and summary of transportation conditions will be summarized in a draft and final traffic operations report to be reviewed by the City.

***Deliverables:***

- Draft and Final Traffic Analysis Methodology and Assumptions Memo
- Draft and Final Traffic Operations Report

**Task 4.3 – Preliminary Traffic Engineering**

**A. Preliminary Lighting, Signing, Striping, and Temporary Traffic Control Design**

- DKS will prepare a roadway lighting photometric analysis for the study area, evaluating existing light levels and identifying deficiencies. Lighting analysis will be completed using AGI32 computer software, and the results of the analysis will be summarized in a technical memorandum. Light levels will be per IES RP-08 recommendations, and the equipment will be per McMinnville Water & Light standards.
- DKS will prepare preliminary (30%) design narratives and cost estimates for the roadway lighting, signing, striping, and temporary traffic control concepts.
- DKS will attend one work session for 30% design review.

***Deliverables:***

- Draft and Final Roadway Lighting Analysis Memo
- Design Narratives for Traffic Elements
- Preliminary (30%) Cost Estimates for Roadway Lighting, Signing, Striping and Temporary Traffic Control
- 30% Work Session Attendance

**B. Preliminary Traffic Signal Design (Contingency Task)**

- Based on the outcome of the analysis in Task 4.2, DKS will prepare preliminary (30%) design plans, narratives and cost estimates for the signal modifications at OR99W/Old Sheridan Road and a new signal at Old Sheridan Road/Cypress Lane.

***Deliverables:***

- Preliminary (30%) Traffic Signal (two locations) Plans, Narratives, and Cost Estimates

**Task 5 – Environmental**

**Task 5.1 – Wetland and Ordinary High Water Mark (OHWM) Reconnaissance**

- Conduct field reconnaissance along the corridor to identify potential wetland and review Corzine Creek for location of OHWM;
- Review relevant local, state, and federal regulatory requirements to identify potentially significant design elements and associated permits;
- Prepare a memorandum summarizing the field reconnaissance and design/regulatory review.

***Deliverables:***

- Reconnaissance and regulatory memorandum

## **Task 5.2 – Wetland Delineation**

- Conduct office review of available public databases to evaluate presence of wetland or hydric soils on the site;
- Conduct field work along the corridor to delineate (flag) wetland extent;
- Prepare a draft wetland report summarizing the methods and results of the office and field investigation.

The field review will follow the three-parameter method described in the *Corps of Engineers Wetland Delineation Manual* (USACE 1987) and the guidance in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region* (USACE 2010). Wetland habitat will be classified according to the system outlined by the Cowardin Classification of Wetlands and Deepwater Habitats of the United States (Federal Geographic Data Committee 2013).

### ***Assumptions:***

- Review is limited to a distance of approximately 25 feet beyond the base of the road prism;
- No site visits or coordination by local agency, Oregon Department of State Lands (DSL), or USACE staff.

### ***Deliverables:***

- Preliminary Wetland Delineation Report

## **Task 5.3 – Ordinary High Water Mark (OHWM) Determination**

- Establish and flag the OHWM along Corzine Creek for approximately 75 feet of each side of the bridge;
- Complete a non-protocol botanical survey and description of the conditions along the project OHWM;
- Prepare a section in the preliminary wetland delineation report that summarizes findings (i.e., non-wetland waters of the US and state).

### ***Assumptions:***

- No site visits or coordination by local agency, Oregon Department of State Lands (DSL), or USACE staff.

### ***Deliverables:***

- OHWM section in wetland report
- HHPR will work with the City to obtain Rights of Entry (ROE) for the necessary fieldwork.

## **Task 6 – Preliminary Engineering – 30% Design**

### **Task 6.1 – Design Criteria**

- A. HHPR to coordinate and confirm and document with the City, County and other necessary entities design criteria for roadway section, storm drainage facilities, bike and pedestrian facilities, sidewalks, traffic signal modifications, signing, striping, lighting, bridge or culvert structures, retaining walls, and other project components.
- B. Research existing utilities and obtain as-built drawings. Coordinate with utility services such as gas, electric, telephone, water, etc., to determine potential utility conflicts and relocation requirements.

### **Task 6.2 – Preliminary Engineering**

#### **A. Stormwater Management and Conveyance**

- Storm water analysis includes conveyance, detention and water quality for design and coordination with City of McMinnville, Yamhill County and NOAA fisheries.
- A preliminary stormwater management report, with two alternatives for treatment and detention, to be submitted to the City for review and comment.

#### **B. Stream Hydraulics Analyses**

- Acquire existing HEC-Ras model and calibrate. Prepare model for existing conditions and proposed alternatives.
- Calculate backwater against natural conditions for proposed bridge for 2-year, 50-year, 100-year, and 500-year published events.
- Prepare scour analysis per ODOT guidelines and HEC – 18. Provide scour depth and channel width support and documentation for bridge foundation design.
- Prepare no-rise certification.
- Prepare hydraulics memorandum to include HEC-RAS no-rise and scour analysis findings.

#### **C. Geotechnical Evaluation**

- Conduct field explorations, laboratory testing and engineering analyses as needed to support the proposed pavement design, signal poles, storm water infiltration, retaining walls and new bridge.
- A draft report is to be submitted to the County for review and comment.

*NOTE: See attached full Geotechnical Scope and fee as provided by GRI dated June 29, 2017.*

#### **D. Roadway Design**

- Coordinate with the City, County and ODOT to determine roadway geometrics, alignments, profiles and cross sections meeting AASHTO and City/County standards.
- Provide roadway horizontal and vertical profile designs.
- Provide 30% plans with preliminary cross-sections and profiles.
- Identify utility purveyors and conflicts

#### **E. Bridge and Retaining Wall Structures**

- Coordinate with the City/County to determine the appropriate bridge structure.
- Develop general bridge structure type, typical section, geometric layout, plan and elevation.
- Develop bridge foundation type and layout.
- Develop bridge finish alternatives for consideration and selection.
- Determine location and type(s) of required retaining walls.

#### **F. Develop preliminary cost estimates.**

#### **G.. Provide internal QA/AC of plans and reports.**

#### **I. Meet with City of McMinnville to review 30% design and respond to City of McMinnville review comments.**

#### ***Deliverables:***

- Design base map City standards.
- Storm drainage and stream hydraulics analyses – preliminary report.
- Geotechnical evaluation and pavement design – draft reports.
- 30% strip plans for roadway improvements with horizontal and vertical alignments, cross sections and profiles.



- Type, Size and Location (TS&L) memo for the bridge and retaining walls.
- Log recording comments received and action taken on each comment.
- Preliminary cost estimate.
- 30% Design Plans

At a minimum, the 30% plans should include the following:

- A. Roadway strip plan and profiles
- B. Typical sections and cross sections
- C. Roadway details
- D. Preliminary stormwater management and conveyance plan
- E. Bridge design alternatives and related plans.
- F. Roadway plan showing retaining walls locations.
- G. Additional roadway lighting locations.
- H. Preliminary signal and signal modification plans for signal addition at Cypress Lane and modification at HWY 99. (Contingency Item)
- I. Preliminary Landscaping plan

Specifications should be prepared based on the 2015 Oregon Standard Specifications for Construction.

### **City's Responsibilities**

The City will:

- A. Maintain a project page on the City's website.
- B. Coordinate Open Houses, including locations, printing of flyers/handouts, and providing refreshments.
- C. Print informational flyers and announcements and distribute by mail as needed to area residents.
- D. Prepare Rights of Entry as needed for execution by the consultant.
- E. Pay all associated fees for required applications.
- F. Provide design information for the project including roadway section requirements.
- G. Make personnel available for necessary meetings.
- H. Provide timely reviews of documents by qualified personnel.



9750 SW Nimbus Avenue  
Beaverton, OR 97008-7172  
p | 503-641-3478 f | 503-644-8034

June 29, 2017

PRO McMinnville Old Sheridan Rd  
(REVISED)

Harper Houf Peterson Righellis, Inc.  
205 SE Spokane Street, Suite 200  
Portland, OR 97202

Attention: Ron Peterson

**SUBJECT: Proposal for Geotechnical and Pavement Investigation  
Old Sheridan Road (99W – Cypress Lane)  
McMinnville, Oregon**

GRI is pleased to submit this proposal to conduct a geotechnical and pavement investigation for the proposed improvements to Old Sheridan Road between Highway 99W and Cypress Lane in McMinnville, Oregon. The investigation will consist of subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize our findings and present our recommendations for design and construction of the bridge foundations, pavement design, and related elements.

## **SITE DESCRIPTION**

### **Site Conditions**

The project site includes Old Sheridan Road from its intersection with Highway 99 west to Cypress Lane. The existing two-lane road has a single-span bridge that crosses Cozine Creek in an approximate east-west direction. Our observations indicate overhead utility lines are present above the north (west-bound) lane. We also observed a sanitary sewer line in the north lane. We understand Old Sheridan Road is a Yamhill County (County) Facility.

### **Geology**

Based on our review of the available geologic literature and our experience with other nearby projects, we anticipate the site is mantled by the Willamette Silt Formation, which consists of unconsolidated beds and lenses of fine-grained sand, silt, and clay (Baldwin et al, 1955). Willamette Silt is generally composed of unconsolidated beds and lenses of fine-grained sand, silt, and clay. Stratification within this formation commonly consists of 4- to 6-in. beds, although 3- to 4-ft beds are present locally. In some areas, the silt is massive and bedding is indistinct or non-existent. The Willamette Silt Formation is underlain by marine sedimentary rock in the McMinnville area.

### **Groundwater**

Regional groundwater in the area is typically within 10 to 15 ft of the ground surface during the drier summer months and may approach the ground surface during prolonged periods of precipitation common in the winter and early spring months. At the bridge site, we anticipate the groundwater closely matches the level of Cozine Creek and slopes upward away from the creek with the general overall topography.

## **PROJECT DESCRIPTION**

We understand the project will include a new bridge, reconstruction of Old Sheridan Road between Highway 99W and Cypress Lane, traffic signal upgrades, new turn lanes, bike lanes, and pedestrian improvements. We anticipate the existing bridge will be replaced with a longer and wider single-span bridge. It is anticipated that the roadway fills will be widened at the bridge approaches and new abutments and retaining walls will be placed. It is assumed the new bridge will be designed in general accordance with current AASHTO and Oregon Department of Transportation (ODOT) design requirements, except as superseded by County requirements (if any).

## **APPROACH AND SCOPE OF WORK**

Our proposal is based on our understanding of geologic conditions at the site; our visit to the site on May 15, 2017; and information provided by Harper Houf Peterson Righellis, Inc. (HHPR). The proposed subsurface geotechnical and pavement investigation will include the following items of work:

### **Geotechnical Investigation**

- 1) Available information for the site and project will be compiled and reviewed. A geotechnical engineer and engineering geologist will complete a site reconnaissance to review existing site conditions and identify potential geologic hazards (if present) that may need to be considered during design of the project. Locations for subsurface exploration will be identified at this time.
- 2) A field exploration work plan, including traffic control plans, will be developed and submitted for review and acceptance before commencement of the exploration work. We anticipate a permit to work in the right-of-way will be required by the County and/or the City of McMinnville (City). Because this project is for the County and/or the City, we assume any right-of-way permit fees and drill hole bond fees required to complete the field work will be waived.
- 3) Two explorations will be completed in the roadway to evaluate subsurface materials and conditions for design of the bridge foundations and related earthwork. The explorations will be completed to depths that range between 80 and 100 ft at the approximate locations of the new bridge abutments to provide information for bridge foundation design and construction. The borings will be terminated at shallower depths if drilling refusal is encountered.

The drilled borings will be made by a truck-mounted drill rig, using open-hole, mud-rotary drilling techniques. The pavement will be cored at the location of the drilled borings. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth in the upper 15 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. All drilling spoils will be contained in metal containers during and following work and removed from the site.

The explorations will be backfilled in accordance with State of Oregon Department of Water Resources requirements. The existing asphalt concrete (AC) will be patched following drilling using Instant Road Repair, a high-performance Oregon Department of Transportation (ODOT) approved (QPL #1895) polymer modified asphalt patching

material. The upper 2 ft of the borehole will be backfilled with compacted gravel prior to placing the AC patch.

The explorations will be subcontracted to contractors experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from GRI who will locate the general areas for drilling and maintain a log of the materials and conditions uncovered during the course of the work.

The exploration work will require a temporary lane closure. A traffic control plan will be provided in the field exploration work plan. It is anticipated that D&H Flagging of Portland, Oregon, will be retained for traffic control services.

A locates request to the Utility Notification Center will be made at least 48 hours before drilling as required. A private utility locator will also be retained to clear the boring locations.

Notifications of the work will be provided to the County and/or City as required.

Based on previous experience, it is assumed that general work hours on the roadway will be between 8:30 a.m. and 4:30 p.m.

We will hand-auger several borings adjacent to the existing creek bed to obtain samples for laboratory grain-size analyses. The results of the grain-size analyses will be used by others for scour analysis.

- 4) Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content, washed sieve analysis, Atterberg indices, and unit weight determinations as well as consolidation testing.
- 5) Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork, including cut and fill slopes and wet-weather construction considerations; (2) structural fill requirements; (3) shallow and deep foundation alternatives; (4) bearing strata and foundation capacities for design; (5) deep foundation installation requirements (if applicable); (6) seismic design criteria in accordance with AASHTO and ODOT requirements; (7) subdrainage requirements; (8) deep foundation lateral resistance criteria (if applicable); (9) design lateral earth pressures and coefficient of base friction; (10) considerations for temporary excavation shoring and dewatering systems (if required); (11) settlement estimates for new fills; and (12) slope stability of new embankment fills.
- 6) A draft report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. A final report will be provided following receipt of all review comments. The reports will be provided in electronic format for your use and distribution.

## PAVEMENT INVESTIGATION

The pavement investigation will evaluate the condition of the existing pavement through visual distress identification, falling weight deflectometer (FWD) testing, subsurface explorations, and laboratory testing. The area of planned widening will be evaluated based on shoulder borings and in situ soil consistency tests. A pavement report will be submitted that will include recommendations for rehabilitation of existing pavements, new pavement construction for areas of widening or pavement repair (as applicable), and materials for construction. Pavement design will be based on the latest ODOT pavement design practices combined with the City and County design standards.

Our proposed scope of services is as follows:

- 1) Review readily available maintenance records, geotechnical reports, pavement design reports, or other relevant documentation for the project corridor.
- 2) We will have a qualified traffic counting service conduct a 24-hour classified traffic count along the roadway and we will use the results of the count, along with an estimate of traffic growth provided to us by the Project Team, in order to develop a traffic-loading estimate for the design period(s).
- 3) Falling Weight Deflectometer (FWD) testing will be conducted between the project limits at 100-ft intervals in the outer wheel path in each direction. In addition, testing will be conducted at the approach and leave side of the Cozine Creek Bridge in accordance with the requirements of Appendix E of the ODOT Pavement Design Guide (PDG). The FWD impact sequence at each test location will consist of an unrecorded seating impact load followed by two measurement impact loads, all at nominally 9,000-lbs force. Deflections will be measured at 0, 8, 12, 18, 24, 36, 48, 60, and 72 in. from the center of the 12-in.-diameter load plate.
- 4) The pavement will be visually surveyed to identify areas of distress indicative of structural or subgrade failure that may warrant special treatment alternatives. An AutoCAD map of the full-depth repair areas will be provided to assist you in field marking the repair areas.
- 5) Pavement core explorations will be conducted at up to four (4) selected FWD test locations and/or may be conducted on cracks to investigate the cause and depth of the cracks in cases where it appears that the cracks may originate downward from the surface (top-down cracks).

The core exploration holes will be drilled through the bound layers of the pavement surface by diamond-bit core drill and will be logged 1 ft into the subgrade soil or to a maximum depth of 36 in. below the surface. Asphalt concrete (AC) core samples will be inspected for cracking, delamination, and indications of asphalt stripping damage. The pavement layers and subgrade soil, where encountered, will be visually classified; the depth and thickness of pavement layers will be measured; and grab samples of subgrade soil, where encountered, will be retrieved for laboratory water content determination and visual reclassification.

We will mark the core locations and call for utility locates prior to conducting the explorations. The depth of the exploration below the bound layers will be patched using excavated materials compacted by a vibratory hammer and the core hole through the bound layers will be patched using "Instant Road Repair," a high-performance, polymer-modified, asphaltic patching material, compacted by vibratory hammer. A GRI engineer will conduct and direct the pavement coring work

- 6) Shallow borings explorations will be conducted at up to three locations in areas of proposed pavement widening. These explorations will be conducted by solid-stem auger to a maximum depth of 5 ft to log subgrade conditions and retrieve samples of subgrade soil for laboratory testing. At each boring location, we will conduct a dynamic cone penetrometer test (DCPT) in order to estimate the subgrade support conditions. We will mark the boring locations and call for utility locates prior to conducting the explorations.
- 7) We will provide traffic control for all fieldwork that affects traffic operation. The traffic control will be accomplished by our qualified traffic control subcontractor in accordance with the latest version of the Oregon Temporary Traffic Control handbook (OTTCH) and the Manual on Uniform Traffic Control Devices (MUTCD).
- 8) Laboratory testing will be conducted on the soil samples obtained from the core and boring explorations. We anticipate performing the following tests:
  - Moisture Content tests on up to 16 samples in general conformance with American Society for Testing and Materials (ASTM) D 2216
  - Up to two tests for soil quantity passing the U.S. No. 200 sieve in general accordance with ASTM D 1140 or Atterberg Limits in accordance with ASTM D4318
- 9) The field investigation data and traffic data will be analyzed to develop design recommendations for rehabilitation and new pavement construction. The design analysis will be accomplished using the procedures of the 1993 AASHTO Guide for Design of Pavement Structures. We will provide alternative rehabilitation recommendations based on 10-, 20-, and 40-year design periods.
- 10) We will provide recommendations for the mix design level and asphalt binder grade for the project and will assist HHPR with the development of the asphalt concrete pavement-related specifications.
- 11) The recommendations and findings of the pavement investigation will be presented in a draft report. A final report will be submitted after the City and the Project Team have reviewed our draft report.

## SCHEDULE

We are in a position to complete a site reconnaissance and begin preparation of a field exploration plan within about one to two weeks following your notification to proceed (NTP), and submit the field exploration plan for your review within about two weeks following NTP. At this time, local drilling subcontractors are backlogged several weeks to months, depending on the driller. GRI can generally complete FWD work within about two to three weeks of NTP, depending on workload and assuming an exploration plan is

accepted and permits are obtained within this time period. It is anticipated a draft report on the geotechnical and pavement investigation can be submitted to you within four weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available from the evaluations.

## ASSUMPTIONS

The scope of services presented herein and our fee are based on the following assumption:

- 1) Our proposal assumes that petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop drilling, put the drilling subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.
- 2) Our fee estimate is based on conducting the FWD testing and core and boring explorations during Monday through Friday between the hours of 9 AM and 4 PM.
- 3) The City will provide the permits required for us to conduct our field work at no cost and will waive bonding requirements.
- 4) The City or the Project Team will provide an estimated truck traffic growth rate to us for the traffic loading estimate.

## FEE

Our services will be provided in accordance with the attached General Conditions of the Proposal. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. Our estimated costs for the investigation are summarized below:

### Geotechnical Investigation:

#### Field Investigation Phase

Field Reconnaissance, Exploration Work Plan, and Project Coordination ..	\$ 3,000
Private Utility Locate Subcontractor .....	500
Drilling Subcontractor (2 days).....	6,500
Traffic Control Subcontractor for Drilling (2 days) .....	1,300
GRI Field Time During Drilling .....	<u>3,700</u>
Subtotal:	\$ 15,000

#### Laboratory and Office Studies

Geotechnical Laboratory Testing.....	\$ 2,500
Geotechnical Engineering and Report.....	<u>11,000</u>
Subtotal:	\$ 13,500

**Total Geotechnical Investigation: \$ 28,500**





**Pavement Investigation:**

**Field Investigation Phase**

Work Plan and Core Location .....	\$ 1,600
Field Investigation .....	6,900
Laboratory Testing.....	1,000
Pavement Engineering and Report .....	<u>7,000</u>

**Total Pavement Investigation: \$ 16,500**

**Total Fee: \$ 45,000**

As discussed previously, because this project is for the City of McMinnville, we assume the permit fees and the per-hole drill hole bond fee required to complete the field work will be waived and, therefore, are not included in the above cost estimate.

We require that formal authorization for our services be provided by signing and returning one copy of the attached General Conditions of the Proposal. We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Submitted for GRI,



A Wesley Spang, PhD, PE, GE  
Principal



Michael J Maloney, PE  
Principal

Enclosures:      General Conditions of the Proposal  
                         Fee Schedule

**Reference**

Baldwin, E.M., Brown, R.D., Gair, J.E., and Pease, M.H., 1955, Geology of the Sheridan and McMinnville Quadrangles, Oregon, Oregon Department of Geology and Mineral Industries, Map OM 155.

## GENERAL CONDITIONS OF THE PROPOSAL

**GRI**  
9750 SW Nimbus Avenue  
Beaverton, Oregon 97008  
(503) 641-3478

Attachment to Proposal Dated: June 29, 2017

To: Harper Houf Peterson Righellis, Inc. / Portland, Oregon

For: Geotechnical and Pavement Investigation  
Old Sheridan Road (99W – Cypress Lane)  
McMinnville, Oregon

### PROFESSIONAL SERVICES

Fees for services by GRI's professional, technical, and clerical personnel will be charged according to time expended on the project at rates shown on the attached schedule.

### SERVICES, SUPPLIES PROVIDED BY OTHERS, AND REIMBURSABLE EXPENSES

Charges for services, equipment, and supplies not provided directly by GRI will be computed at cost plus 10%. This includes surveying services, land subsurface explorations, construction equipment, testing laboratories, contract labor, shipping charges, living expenses, printing and reproduction, communication and miscellaneous supplies and rentals.

### EQUIPMENT CHARGES

Charges for equipment furnished by GRI will be computed in accordance with the unit rates shown on the attached Fee Schedule.

### RIGHT-OF-ENTRY

Unless otherwise agreed, you will furnish right-of-entry to the land or structures for us to make planned borings, surveys, and other explorations. We will take reasonable precautions to minimize damage to the land or structures from use of equipment, but have not included in our fee the cost for restoration of damage, which may result from our operation. If you desire us to restore the land or the structures to their former condition, we will accomplish this and add the cost to our fee.

### UTILITIES

In the performance of our work, we will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. The Client/Owner agrees to hold us harmless for any damages to subsurface structures or utilities, which are not called to our attention and correctly shown on the plans furnished.

### SAMPLES

All samples will be discarded thirty (30) days after submission of our report, unless you advise us otherwise. Further storage or transfer of samples can be made at your expense upon written request.

### INVOICING OF PAYMENT

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to overdue accounts at the rate of 1.5% for each month of delinquency.

### INSURANCE AND INDEMNITY

Our firm represents and warrants that it and its agents, staff, and consultants employed by it, is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, and subject to the Limitation of Remedies clause below, we agree to indemnify and save Client/Owner harmless from and against any loss, damage, or liability to the extent caused by any negligent acts by us, our agents, staff, and any consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any acts by Client/Owner, its agents, staff, and other consultants or contractors employed by it. Our defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of our actual indemnity obligation hereunder.

## GENERAL CONDITIONS OF THE PROPOSAL (continued)

**GRI**  
9750 SW Nimbus Avenue  
Beaverton, Oregon 97008  
(503) 641-3478

Attachment to Proposal Dated: June 29, 2017

To: Harper Houf Peterson Righellis, Inc. / Portland, Oregon

For: Geotechnical and Pavement Investigation  
Old Sheridan Road (99W – Cypress Lane)  
McMinnville, Oregon

### CONSEQUENTIAL DAMAGES

Neither Client/Owner nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

### OWNERSHIP AND USE OF DOCUMENTS

**Client Documents.** All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

**Engineer's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

**Use of Documents.** All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

**Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**Use by Engineer.** Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**Electronic Media.** Engineer may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Engineer in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Engineer's electronic Documents and media will conform to Engineer's standards. Engineer will provide any requested electronic Documents for a 30-day acceptance period, and Engineer will correct any defects reported by Client to Engineer during this period. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Engineer's prior written consent.

### STANDARD OF CARE

Service performed by GRI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions under similar circumstances on similar projects. No warranty, expressed or implied, is made.

## GENERAL CONDITIONS OF THE PROPOSAL (continued)

**GRI**  
9750 SW Nimbus Avenue  
Beaverton, Oregon 97008  
(503) 641-3478

Attachment to Proposal Dated: June 29, 2017

To: Harper Houf Peterson Righellis, Inc. / Portland, Oregon

For: Geotechnical and Pavement Investigation  
Old Sheridan Road (99W – Cypress Lane)  
McMinnville, Oregon

### STANDARD OF CARE (continued)

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GRI and that the data, interpretations and recommendations of GRI are based solely on the information available to us. GRI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### TERMINATION

In the event of termination, or suspension of work for more than three (3) months prior to completion of all reports contemplated by this Agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records, and reports.

### ASSIGNS

During the term of this Agreement and following its interpretation for any reason, neither the Client/Owner nor GRI may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.

### PROTECTION FROM THIRD-PARTY SUITS

Should GRI be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for GRI's defense or to reimburse the reasonable costs thereof. Further, Client/Owner shall defend, indemnify and hold GRI harmless from any and all suits, claims, damages, expenses, losses, or injuries arising out of or in any way related to this Agreement or this project, except to the extent caused by GRI's negligence.

### SCOPE OF AGREEMENT

The agreement between the two parties, i.e., GRI and the Client/Owner, consists of the specific items of work outlined in the attached proposal and the general conditions outlined in this document.

### LIMITATION OF REMEDIES

The Client/Owner agrees that, to the fullest extent permitted by law, GRI's total liability to the Client/Owner is limited to \$50,000 for any and all of the Client/Owner's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including any indemnity obligation under this Agreement. Such causes include, but are not limited to, GRI's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

\_\_\_\_\_  
Client/Owner

\_\_\_\_\_  
Representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant **GRI**

\_\_\_\_\_  
Principal or Associate

\_\_\_\_\_  
Date

June 29, 2017

**Return one signed original to GRI**

**GRI**  
Beaverton, Oregon

**2017 FEE SCHEDULE**

<b>Personnel</b>	<b>Rate/Hour</b>
Principal	\$ 215
Associate	\$ 190
Senior Engineer/Geologist	\$ 160
Project Engineer/Geologist	\$ 140
Staff Engineer/Scientist	\$ 115
Engineering Assistant	\$ 90
Contract Administrator	\$ 125
Technical Editor	\$ 120
Drafter	\$ 100
Secretarial Services	\$ 65

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**Other Charges**

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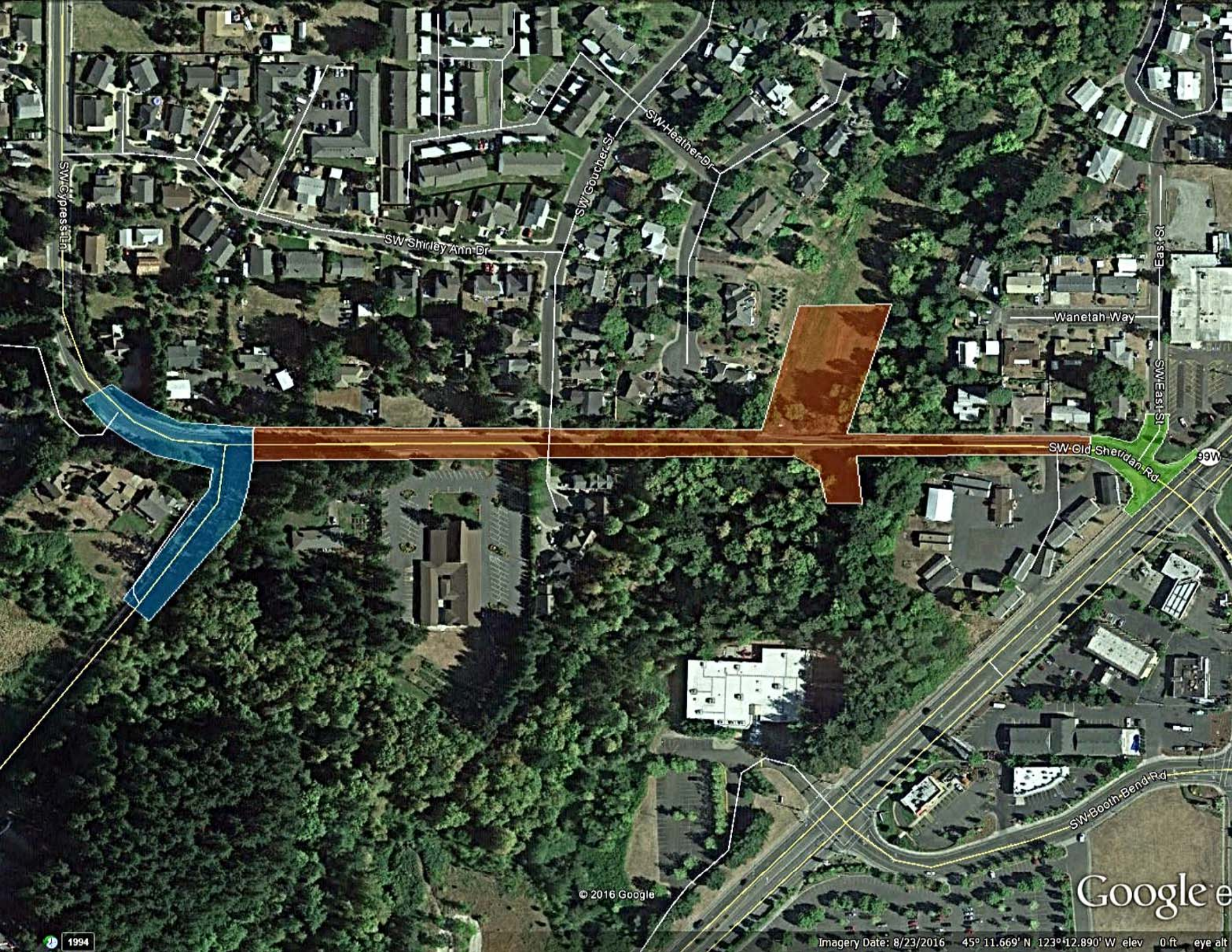
<b>Vehicle:</b>	Vehicles will be billed at the current IRS business mileage reimbursement rate.
<b>Fill Control Equipment:</b>	Nuclear Density Gage rental will be billed at \$5 per hour, with maximum charge of \$25 per day or \$125 per week.
<b>Reproduction:</b>	In-house reproduction, \$0.10 per sheet.
<b>Field Instrumentation and Monitoring Equipment:</b>	Due to varied conditions, equipment requirements, location and use, rates for field instrumentation, monitoring, and other specialized equipment will be provided as required.
<b>Travel and Subsistence:</b>	All charges related to travel and subsistence will be computed at cost.

(LAST REVISED 1/10/2017)

Harper Houf Peterson Righellis Inc  
Old Sheridan Road - Fee Schedule Worksheet - Revised  
June 29, 2017

	CIVIL/STRUCTURAL/LA (HHPR)																				Traffic Engineering (DKS)											
Task	Principal	Proj. Mgr.	Proj. Eng.	Civil Eng	Planner	Civil Des.	CAD Tech	Struc. PM	Struc. PE	Bridge Eng.	Struc. Designer	Sr. Scientist	Scientist	Land. Architect	Sruvey Mgr.	Project Surveyor	Survey Tech	Survey Crew	Graphics Artist	Clerical	Total per Task	Grade 36	Grade 29	Grade 23	Grade 13	Grade 11	Grade 9	Tech O	Total per Task	Reimb.	Total	
Task 1 - Project Management and Administration																						\$19,190.00										
1.1 Project Management and Administration.	4	24																				\$5,180.00	2		12			8	\$3,280.00			
1.2 Project coordination and meetings	13	25		21					4	4		4										\$12,140.00										
1.3 Project Schedule	2	8																				\$1,870.00										
Task 2 Topographic and Right-of-way Survey																						\$58,415.00								\$9,100.00		
2.1 Project Set up and Research															1	30	20					\$6,615.00										
2.2 Survey Control Network															2			24				\$4,890.00										
2.3 Right of Way Survey															4	50	32	40				\$18,870.00										
2.3 Topographic Survey															2	8	90	90				\$28,040.00										
Task 3 Public Involvement Assistance																						\$7,855.00										
3.1 Coordinatate with City Staff		2			8																	\$1,520.00										
3.2 Public Open House	2	4	6		6					3										8		\$4,465.00										
3.3 Stakeholder Meetings	2	8																				\$1,870.00										
Task 4 Traffic Engineering - DKS Inc.																													\$33,070.00			
4.1 Meetings																									28		2	2	\$5,020.00	\$360.00		
4.2 Traffic Operations Anaylysis																							2	6	12	28		60	8	\$13,370.00	\$1,700.00	
4.3 A. Preliminary Lighting, SS and Temp. Traffic Control																						2	2	8	24	4	48	4	\$10,330.00			
4.3 B. Preliminary Traffic Signal Design (Contingency)																						1	2	4	8	4	16	2	\$4,350.00			
Task 5 Environmental																						\$16,590.00										
5.1 Field Recon and memo												15.5	2									\$2,505.00										
5.2 Wetland Delineation and Report												10	112									\$11,580.00										
5.3 OHWM												2	24.5									\$2,505.00										
Task 6 Preliminary Engineering																																
6.1 Design Criteria																						\$87,060.00								\$2,500.00		
A. Develop and confirm design criteria	2	4																				\$1,150.00										
B. Research utilities.	0.5	2		8																		\$1,627.50										
6.2 Preliminary Engineering 30% Design Plans and Reports																																
A. Stormwater management and conveyance	1	2	4	48			20															\$10,195.00										
B. Stream Hydraulics Analysis																																
HEC-RAS Modeling				4	50																	\$7,910.00										
Bridge Scour analysis				2	4																	\$910.00										
No-Rise Certification				2	4																	\$910.00										
Hydraulics Memo				8	12																	\$3,060.00										
C. Geotechnical - GRI Inc.																																
Geotechnical Investigation																																





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Imagery Date: 8/23/2016 45° 11.669' N 123° 12.890' W elev 0 ft eye alt

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RESOLUTION NO. 2015 - 17

A Resolution establishing a list of firms qualified to provide consulting services related to the design and construction of the street improvement and repair bond projects.

RECITALS:

Staff recently completed a Request for Qualifications (RFQ) process to develop a short list of qualified firms or individuals to provide engineering or other professional services related to completing the projects contained in the City's successful transportation bond measure (Measure 36-165).

Twenty-one proposals were received prior to the RFQ due date of March 10, 2015. The proposals were reviewed, evaluated, and ranked, by a selection committee of Community Development Department staff, using the evaluation criteria outlined in the RFQ documents.

Based upon the evaluation, staff recommends that the nine highest ranked firms (noted below) be included on the short list of consultants or consultant teams that will be used to provide services to complete the proposed street improvement and repair bond projects. The City will negotiate separate Personal Services Contracts for specific projects on an as needed basis.

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

1. That the following list of firms qualified to provide consulting services related to the design and construction of the street improvement and repair bond projects is hereby approved:
  - Murray, Smith & Associates, Inc.
  - CH2M Hill
  - HDR Engineering, Inc.
  - Harper Houf Peterson Righellis Inc.
  - David Evans and Associates, Inc.
  - WHPacific, Inc.
  - AKS Engineering & Forestry LLC
  - Cardno, Inc.
  - HDJ Design Group
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 14th day of April 2015 by the following votes:

Ayes: Drabkin, Hill, Jeffries, Menke, Ruden, Yoder

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

Approved this 14th day of April 2015.

  
MAYOR

Approved as to form:

  
CITY ATTORNEY





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

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

## STAFF REPORT

**DATE:** July 25, 2017  
**TO:** Jeff Towery, City Manager  
**FROM:** Larry Sherwood, Project Manager  
**VIA:** Mike Bisset, Community Development Director  
**SUBJECT:** Right-of-way dedication for the NW Hill Road Improvements transportation bond measure project

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### **Council Goal:**

**Plan and Construct Capital Projects**

### **Report in Brief:**

This action is the consideration of a resolution approving the acquisition of property from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC for the NW Hill Road Improvements transportation bond project, Project 2015-16.

### **Background:**

The NW Hill Road Improvements Project is the largest of the five Capital Improvement Projects identified within the Transportation Bond approved by voters in 2014. This project will construct widening and other improvements between NW 2nd Street and NW Baker Creek Road including; wider travel lanes; bike lanes; sidewalks; turn lanes; landscaping; street lighting; drainage improvements; and improved roadway geometry. The "S-curves" at Fox Ridge Road will be softened and roundabouts will be constructed at Hill Roads intersections with Baker Creek Road and Wallace Road. The project is expected to start in August 2017 and be completed by October 31, 2018.

### **Discussion:**

At their December 13, 2016 and March 28, 2017 meetings, the City Council adopted Resolution 2016-88 and Resolution 2017-24 respectively authorizing the acquisition of property for the NW Hill Road Improvements transportation bond project. The City's consultant, Hanna, McEldowney and Associates, has completed the appraisal and negotiation process to acquire property for the project from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC.

### **Attachments:**

1. Proposed Resolution
2. Dedication deeds with exhibits
3. Adapted Resolutions 2016-88 and 2017-24

**Fiscal Impact:**

The total purchase price for the property is \$43,650.00, plus closing and escrow costs. The purchase is funded by 2014 transportation bond proceeds, and the costs are contained in the adopted FY18 Transportation Fund (Fund 45) budget.

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution approving the acquisition of property from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC for the NW Hill Road Improvements transportation bond project, and authorizing City Manager to execute the dedication deed and purchase documents.

## RESOLUTION NO. 2017-55

A Resolution approving the acquisition of property from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC for the NW Hill Road Improvements transportation bond project.

### RECITALS:

At their December 13, 2016 and March 28, 2017 meetings, the City Council adopted Resolution 2016-88 and Resolution 2017- 24 respectively authorizing the acquisition of property for the NW Hill Road Improvements transportation bond project.

The City's consultant, Hanna, McEldowney and Associates, has completed the appraisal and negotiation process to acquire property for the project from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC.

The total purchase price for the properties is \$43,650.00, plus closing and escrow costs, as follows:

- Fox Ridge Developers - Dedication Deed - \$6,130
- Fox Ridge Developers - Temporary Construction Easement - \$370
- Michael & Louise Warren - Dedication Deed - \$12,844
- Michael & Louise Warren - Permanent Site Line Easement - \$2,306
- Michael & Louise Warren - Damages - \$3,150
- Dennis & Katherine Draper - Dedication Deed - \$4,084
- Dennis & Katherine Draper - Temporary Construction Easement - \$266
- Dennis & Katherine Draper - Damages - \$550
- Dennis & Katherine Draper - Administrative Settlement - \$3,500
- CAN Enterprises - Dedication Deed - \$10,450
- Baker Creek Development - Dedication Deed - \$0
- Baker Creek Development - Dedication Deed - \$0
- Baker Creek Development - Dedication Deed - \$0

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

1. That the acquisition of property from Fox Ridge Developers, Michael & Louise Warren, Dennis & Katherine Draper, CAN Enterprises LLC, and Baker Creek Development LLC for the NW Hill Road Improvements transportation bond project, at the total purchase price of \$43,650.00, plus closing and escrow costs, is hereby approved, and the City Manager is hereby authorized and directed to execute the deeds, easement, repurchase agreement, and purchase documents.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of July, 2017 by the following votes:

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

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

Approved this 25<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

**NW Hill Road Project - ROW Just Compensation & Acquisition Status      7/25/17**

<b>File Number</b>	<b>Property ID\Tax Lot</b>	<b>Owner</b>	<b>Recommended Just Compensation</b>	<b>Negotiated &amp; Agreed Upon Compensation</b>
7	4.4.19-01200	HCP (Hillside Manor)	\$80,100.00	In Process
7a		HCP (Hillside Manor)		In Process
8	4.4.18-00701	McMinnville School District	\$34,100.00	In Process
8a	4.4.18-00700	Fox Ridge Developers	\$6,500.00	\$6,500.00
9	4.4.18DC-01500	Joanne Wilgus	\$15,450.00	In Process
10	4.4.18DC-01400	Michael Warren	\$15,150.00	\$18,300.00
11	4.4.18-00200	Baker Creek Development	Donated	Donated
12	4.4.18-00203	Baker Creek Development	Donated	Donated
13	4.4.18-01200	Dennis Draper	\$4,350.00	\$8,400.00
14	4.4.18-01700	CAN Enterprises (Larry George)	\$10,450.00	\$10,450.00
15	4.4.18-0100	Baker Creek Development	Donated	Donated
		<b>Totals</b>	<b>\$166,100.00</b>	<b>\$43,650.00</b>

Fox Ridge Developers	\$6,500.00
Michael Warren	\$18,300.00
Baker Creek Development	Donated
Baker Creek Development	Donated
Dennis Draper	\$8,400.00
CAN Enterprises (Larry George)	\$10,450.00
Baker Creek Development	Donated
<b>7/25/17 Resolution Total</b>	<b>\$43,650.00</b>

FILE 8a - Fox Ridge Developers, LLC


# HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## Transmittal of Executed Documents and Final Report

**Date:** May 31, 2017

**To:** Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

**From:** Linda Birth, Right of Way Agent 

**Project:** NW Hill Road Improvement Project

**Owner:** Fox Ridge Developers LLC

**File No.:** 8a

**Situs:** Southwest intersection corner of NW Hill Road and NW Wallace Road (extended)

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**Documents** - Enclosed is the executed Dedication Deed (\$6,130.00) and Temporary Construction Easement (\$370.00) from Fox Ridge Developers LLC, File 8a for the NW Hill Road Improvement Project. Also attached is the City's Letter of Agreement which outlines the terms of this agreement, along with a copy of the following: W-9 form, Offer Letter packet, Approved Just Compensation Memo, Acquisition Summary Statement, Relocation Benefit Summary, Appraisal Invitation Letter, Diary of Personal Contact, negotiation letters and email correspondence, and the Lot Book Title Report.

**Negotiated Agreement** - The negotiated amount of \$6,500.00 is the same as approved Just Compensation. On May 12, 2017, I mailed the offer for approved Just Compensation to Alan Rudan, a Member of Fox Ridge Developers LLC. On May 22, 2017, I received the signed documents from the owner.

I recommend that the City accept this negotiated agreement as it is considered to be reasonable and cost effective, considering that further negotiations and/or condemnation would add significantly to the cost.

**Special Conditions** - None

**Title Issues** - None

**Closing Recommendations** - I recommend the City close this transaction in house. Payment should be mailed to the address indicated on the W-9 form (noted below). The check, along with a copy of the fully executed and recorded documents, including a copy of the signed City's Letter of Agreement, should be mailed to:

Fox Ridge Developers LLC  
Alan Rudan  
PO Box 570  
McMinnville, OR 97128

Property owner's phone: 503-434-1255

**HANNA, McELDOWNEY & ASSOCIATES**  
8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

May 12, 2017

Project Property Number: HMA File 16-04-8a

Fox Ridge Developers LLC  
Alan Rudan  
1688 NW Emerson Court  
McMinnville, OR 97128

**Re: Letter of Agreement for the property located at the SW corner of the intersection of NW Hill Road and NW Wallace Road (Tax ID R441800700) for the NW Hill Road Improvement Project**

Dear Mr. Rudan:

The City of McMinnville has planned the construction of the above referenced project. As you are aware, the property located at the southwest corner of the intersection of NW Hill Road and NW Wallace Road will be affected by this project. A Dedication Deed and Temporary Construction Easement are required in order to give the City of McMinnville the legal right to construct the necessary improvements.

In exchange for executing the documents and subject to final approval by the City of McMinnville, the City agrees to the following:

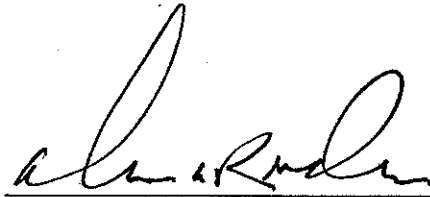
1. To compensate you, in full, the sum of **\$6,130** for the Dedication Deed.
2. To compensate you, in full, the sum of **\$370** for the Temporary Construction Easement.
3. To clean up all construction debris at the conclusion of the project.
4. To pay all recording and closing costs.
5. To close the transaction in escrow by the escrow agent if required by the City of McMinnville. Prior to closing, each party will deposit with the escrow agent the funds, documents and instructions necessary for closing. The cost of escrow and expenses incidental to transfer of the real property interests shall be paid by the City of McMinnville. The Owner is responsible to perfect the title to the property, where required. If the City of McMinnville chooses to close this transaction outside of escrow, the property owner will supply the necessary documents to complete the transaction.
6. To comply with the terms and conditions of this Letter of Agreement, which is the entire, final, and complete agreement between the Owner and the City of McMinnville pertaining to the acquisition of the real property interest, and supersedes and replaces all written and verbal agreements heretofore made.

Thank you,



Linda Birth, Hanna, McEldowney & Associates,  
Acting as Buyers Agent on behalf of the City of McMinnville





5/16/17

Fox Ridge Developers LLC

Date

ALAN A. RUDEN

PARTNER

Print Name

Title

Approved and Accepted by:

The City of McMinnville

Date

# HANNA, McELDOWNEY, & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## **ESCROW INSTRUCTIONS MEMO**

Date: July 12, 2017

To: Jan Winder, Yamhill County Manager  
First American Title Company of Oregon  
775 NE Evans Street  
McMinnville, OR 97128  
[jwinder@firstam.com](mailto:jwinder@firstam.com)  
503-565-2120 (d); 503-312-2168 (c); 503-472-4627 (o)

From: Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128  
[larry.sherwood@mcminnvilleoregon.gov](mailto:larry.sherwood@mcminnvilleoregon.gov)  
503-434-7312 (o); 503-474-7511 (c)

Project: NW Hill Road Improvement Project  
HMA File #: 8a, Fox Ridge Developers LLC

Order No.: 1039-2609326  
Tax ID: 4.4.18-00700; 145435  
Address: Southwest intersection corner of NW Hill Road and NW Wallace Road (extended)

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### **Attachments:**

- 1) fully executed Dedication Deed - TO BE RECORDED
- 2) fully executed Temporary Construction Easement - DO NOT RECORD
- 3) Letter of Agreement - DO NOT RECORD
- 4) W-9

### **Instructions:**

Grantor: Fox Ridge Developers LLC  
PO Box 570  
McMinnville, OR 97128

Grantee: City of McMinnville, a Municipal Corporation of the State of Oregon

Prepare and forward the Estimated Buyer's Statement to Larry Sherwood, project manager and a copy to Hanna, McEldowney & Associates at [linda.birth@qwestoffice.net](mailto:linda.birth@qwestoffice.net)

Record documents with the County Recorder and return original signed documents to Larry Sherwood, City of McMinnville.

Issue Title Policy to the City of McMinnville.

All costs of escrow and expenses incidental to transfer of the real property interests, including recording fees and title policy issuance, shall be paid by the City of McMinnville.

Instructions prepared by Linda Birth, Hanna, McEldowney & Associates  
[Linda.Birth@QwestOffice.net](mailto:Linda.Birth@QwestOffice.net); 503-297-9588 (o); 503-890-3282 (c)

GRANTOR: Fox Ridge Developers LLC  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$6,500.00

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

Until a change is requested, all tax statements shall  
be sent to the following address: N/A

### **DEDICATION DEED**

**Fox Ridge Developers LLC**, 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 as shown on Exhibit "B", both attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is **\$6,130.00**.

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

The Grantor hereby covenants that the Grantor is lawfully seized of the estate in the property, that the Grantor has 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 warrants and will defend the title to the property against all persons who may lawfully claim the same.

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

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

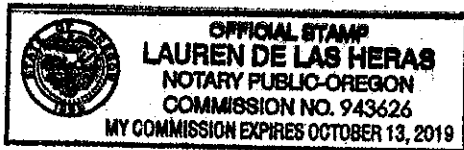
Dated this 14 day of May, 2017.

[Signature]

Name: Fox Ridge Developers LLC

State of Oregon )  
 ) ss.  
County of Yamhill )

This record was acknowledged before me on May 16, 2017 by Alan  
A. Ruden as Managing partner of Fox Ridge Developers LLC.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/13/2019

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:  
Title:

State of Oregon )  
 ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

EXHIBIT A - Page 1 of 3  
NW Hill Road  
NW Hill Road Right of Way Acquisition  
TL 441800700  
File 008A

**Parcel 1 – Fee**

A parcel of land lying in the SW1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to McMinnville School District No. 40, a Public Body of the State of Oregon, recorded February 09, 1996 as Document No. 199601998, Deed Records of Yamhill County, said parcel being that portion of said property Easterly of the following described line:

Beginning at Centerline Station 42+22.14 on the herein described center line of NW Hill Road;

thence to a point opposite and 37.75 feet Westerly of Centerline Station 42+22.14;

thence North 05°58'31" East a distance of 96.99 feet to the Point of Curve of a 132.00 foot radius, non-tangent curve to the left;

thence along said curve, through a central angle of 22°38'15", a distance of 52.15 feet (chord bears North 10°19'55" West, a distance of 51.81 feet), to the Point of Compound Curve, of a 56.00 foot radius curve to the left;

thence along said curve, through a central angle of 20°06'20", a distance of 19.65 feet (chord bears North 31°42'12" West, a distance of 19.55 feet), to the Point of Reverse Curve, of an 81.00 foot radius curve to the right;

thence along said curve through a central angle of 51°51'50", a distance of 73.32 feet (chord bears North 15°49'27" West, a distance of 70.84 feet), to a point opposite and 100.20 feet Westerly of Centerline Station 44+68.08;

thence to a point on said Centerline at Station 44+68.08.

The centerline of NW Hill Road is described as follows:

Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

March 15, 2017

**EXHIBIT A - Page 2 of 3**

**NW Hill Road**

**NW Hill Road Right of Way Acquisition**

**TL 441800700**

**File 008A**

thence North  $06^{\circ}39'48''$  East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of  $59^{\circ}11'44''$ , a distance of 516.58 feet (chord bears North  $36^{\circ}15'40''$  East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of  $63^{\circ}35'41''$ , a distance of 554.97 feet (chord bears North  $34^{\circ}03'42''$  East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

thence North  $02^{\circ}15'51''$  East, a distance of 3,383.41 feet to Centerline Station 77+69.10, said Station being the Centerline intersection of said Northwest Hill Road and Baker Creek Road, from which a 5/8" iron rod with yellow plastic cap, marked "Barker PLS 636" bears North  $02^{\circ}15'51''$  East, a distance of 30.22 feet.

Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 8,646 square feet, more or less, outside the existing right of way.

March 15, 2017

EXHIBIT A - Page 3 of 3  
NW Hill Road  
NW Hill Road Right of Way Acquisition  
TL 441800700  
File 008A

**Parcel 2 – Temporary Construction Easement**

A parcel of land lying in the SW1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to McMinnville School District No. 40, a Public Body of the State of Oregon, recorded February 09, 1996 as Document No. 199601998, Deed Records of Yamhill County, said parcel being that portion of said property Easterly of the following described line:

Beginning at Centerline Station 42+22.14 on the herein described center line of NW Hill Road;

thence to a point opposite and 53.28 feet Westerly of Centerline Station 42+22.14;

thence North 05°58'31" East a distance of 92.29 feet to the Point of Curve of a 117.00 foot radius, non-tangent curve to the left;

thence along said curve, through a central angle of 22°19'37", a distance of 45.59 feet (chord bears North 10°29'13" West, a distance of 45.30 feet), to the Point of Compound Curve, of a 41.00 foot radius curve to the left;

thence along said curve, through a central angle of 20°06'20", a distance of 14.39 feet (chord bears North 31°42'12" West, a distance of 14.31 feet), to the Point of Reverse Curve, of a 96.00 foot radius curve to the right;

thence along said curve through a central angle of 54°18'31", a distance of 90.99 feet (chord bears North 14°36'07" West, a distance of 87.63 feet), to a point opposite and 114.41 feet Westerly of Centerline Station 44+74.17;

thence to a point on said Centerline at Station 44+74.17.

**Excepting** therefrom Parcel 1

The centerline of NW Hill Road is described in Parcel 1.

This parcel of land contains 3,360 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

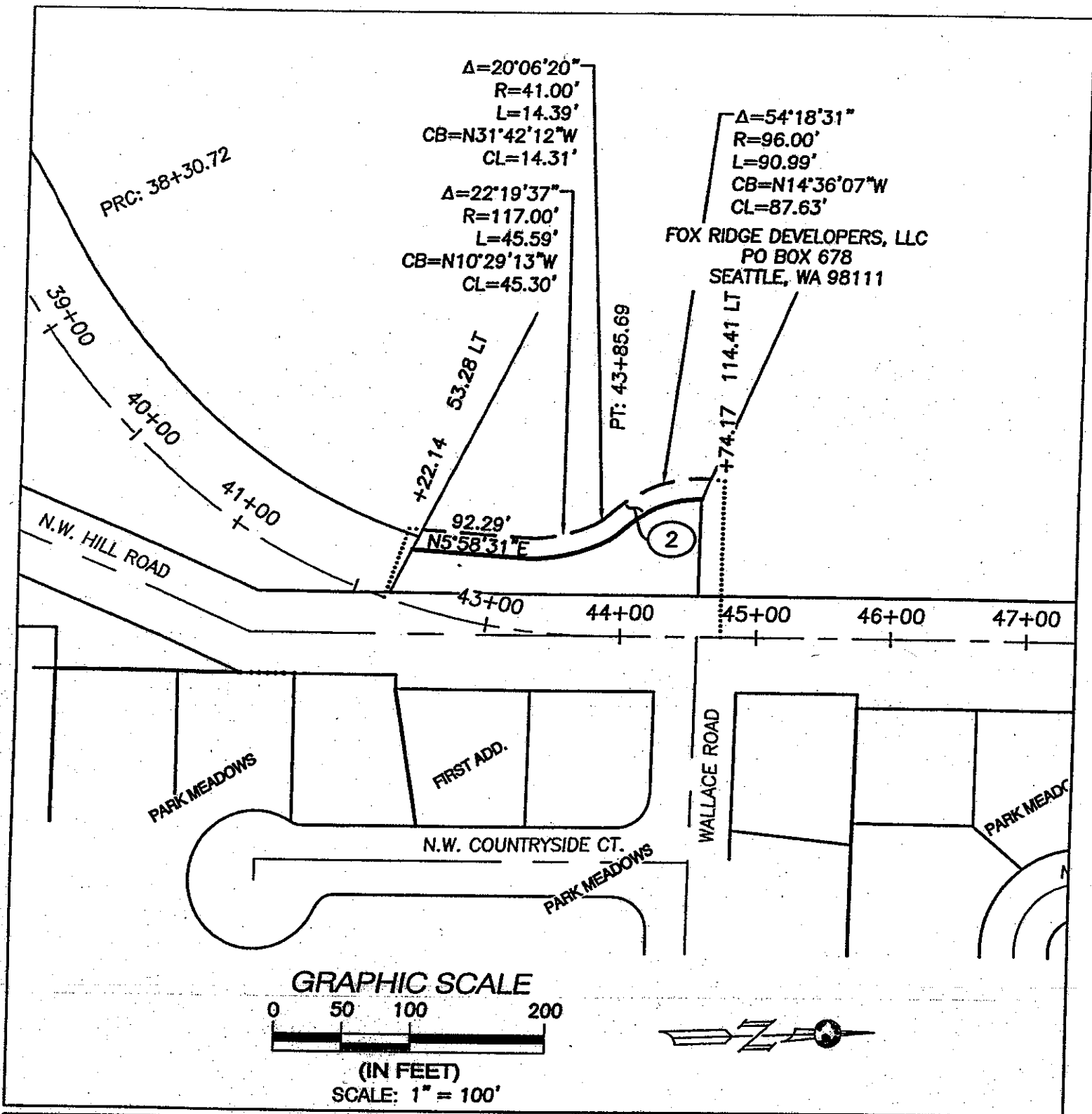
OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL 12-31-18

March 15, 2017







REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-18

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 008A  
11200 SW FOX RIDGE ROAD, MCMINNVILLE  
SW 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

SHEET 2 OF 2

DATE

MARCH 15, 2017

JOB NO.

2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

GRANTOR: Fox Ridge Developers LLC  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$266.00

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

Until a change is requested, all tax statements shall  
be sent to the following address: N/A

### **TEMPORARY CONSTRUCTION EASEMENT**

**Fox Ridge Developers LLC, GRANTOR, does hereby grant to the City of McMinnville, a Municipal Corporation of the State of Oregon, GRANTEE, a temporary construction easement and right-of-entry for the purpose of road widening and sidewalk construction over and across the real property described in Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated herein by this reference.**

The true and actual consideration for this conveyance is **\$370.00.**

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with the NW Hill Road Improvement Project.

Grantee, within a reasonable time after completion of said construction, shall replace and restore as nearly as practicable the surface of the above described real property to its condition as it was immediately prior to Grantee's use of said property.

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

This temporary construction easement shall become effective on the date the City of McMinnville issues the notice to proceed to the contractor, and shall terminate two (2) years from that date, or when construction on the property is completed, whichever occurs first.

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

Dated this 16 day of May, 2017.

[Signature]

Name: Fox Ridge Developers LLC

State of Oregon )  
 ) ss.  
County of Yamhill )

This record was acknowledged before me on May 16, 2017 by Alan  
A. Puden as managing partner of Fox Ridge Developers LLC.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/13/2019

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:  
Title:

State of Oregon )  
 ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

EXHIBIT A - Page 1 of 3  
NW Hill Road  
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March 15, 2017

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NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441800700

File 008A

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March 15, 2017

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thence to a point on said Centerline at Station 44+74.17.

**Excepting therefrom Parcel 1**

The centerline of NW Hill Road is described in Parcel 1.

This parcel of land contains 3,360 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

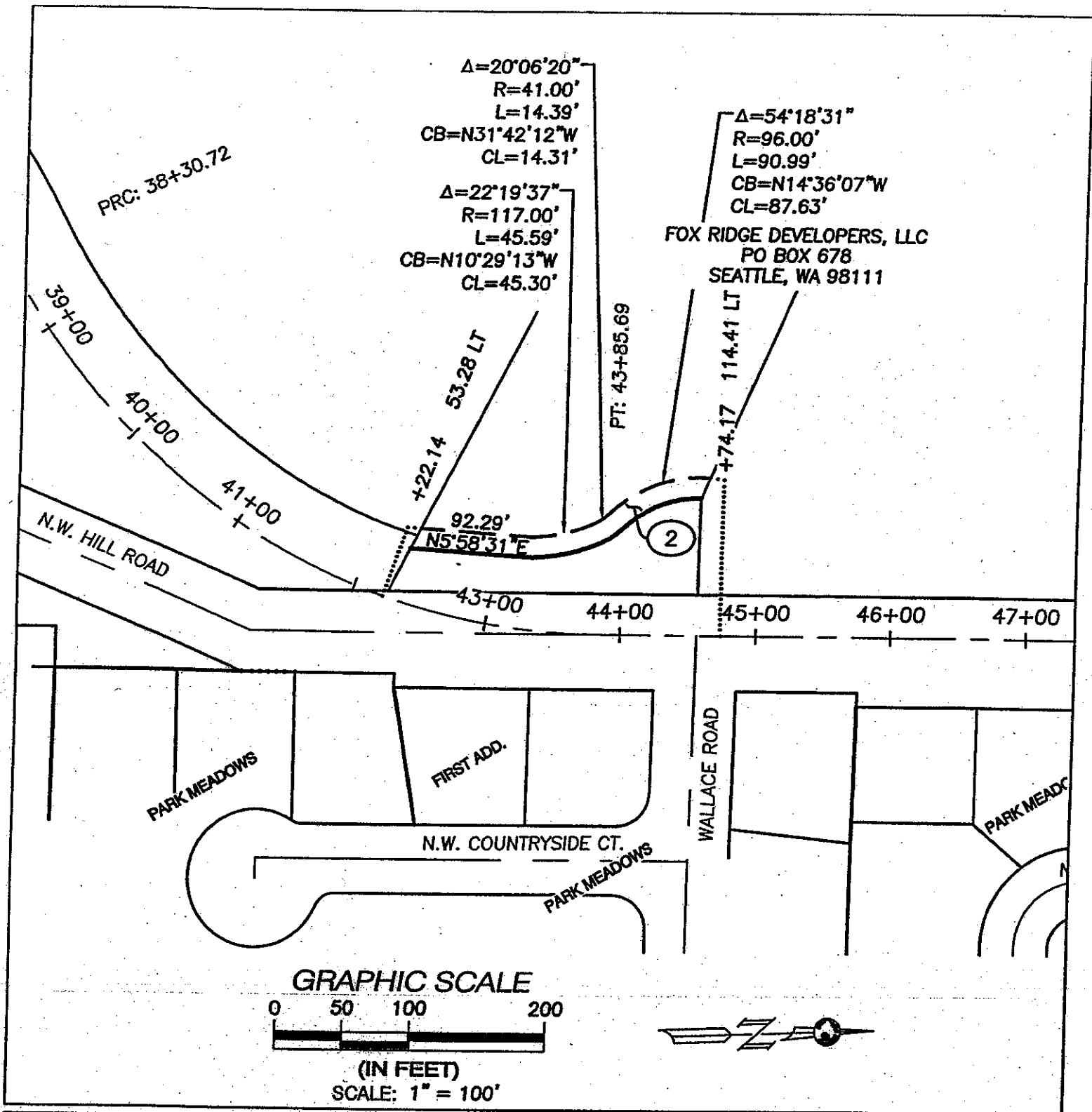
*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-18

March 15, 2017





REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-18

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 008A  
11200 SW FOX RIDGE ROAD, MC MINNVILLE  
SW 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

SHEET 2 OF 2

DATE

MARCH 15, 2017

JOB NO.

2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058



FILE 10 - Michael & Louise Warren

# HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## Transmittal of Executed Documents and Final Report

**Date:** June 23, 2017

**To:** Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

**From:** Linda Birth, Right of Way Agent

**Project:** NW Hill Road Improvement Project

**Owner:** Michael & Louise Warren

**File No.:** 10

**Situs:** 2057 NW Wallace Road, McMinnville, OR 97128

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**Documents** - Enclosed is the executed Dedication Deed (\$12,844.00) and Permanent Sight Line Easement (\$2,306.00) from Michael & Louise Warren, File 10, for the NW Hill Road Improvement Project. Also attached is the City's Letter of Agreement, dated June 12, 2017, which outlines the terms of this agreement, along with a copy of the following: W-9 form, May 12 Offer Letter packet, Approved Just Compensation Memo, Acquisition Summary Statement, Relocation Benefit Summary, Appraisal Invitation Letter, Diary of Personal Contact, negotiation letters and email correspondence, and the Lot Book Title Report.

**Negotiated Agreement** - The negotiated amount of **\$18,300.00** includes additional compensation above the approved Just Compensation originally offered, as outlined in the signed Letter of Agreement and hereby summarized:

\$15,150	Approved Just Compensation (appraised value; original offer)
\$ 300	Additional work Bid #1
\$ 2,306	Additional work Bid #2

On May 12, 2017, I mailed the offer for approved Just Compensation to Michael & Louise Warren. During the following 6 weeks, I had a few conversations and exchanged emails with both Michael & Louise Warren (as noted in the attached Diary). On June 12, 2017, I mailed the updated/revised offer. On June 23, 2017, I received the signed documents from the owner.

I recommend that the City accept this negotiated agreement as it is considered to be reasonable and cost effective, considering that further negotiations and/or condemnation would add significantly to the cost.

**Special Conditions** - None

**Title Issues** - None

**Closing Recommendations** - I recommend the City close this transaction in house. Payment should be mailed to the address indicated on the W-9 form (noted below). The check, along with a copy of the fully executed and recorded documents, including a copy of the signed City's Letter of Agreement, should be mailed to:

Michael & Louise Warren  
2057 NW Wallace Road  
McMinnville OR 97128

**HANNA, McELDOWNEY & ASSOCIATES**  
8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

June 12, 2017

Project Property Number: HMA File 16-04-10

Michael V. & Louise B. Warren  
2057 NW Wallace Road  
McMinnville, OR 97128

**Re: Letter of Agreement for 2057 NW Wallace Road (R4418DC01400) for the NW Hill Road Improvement Project**

Dear Mr. & Mrs. Warren:

The City of McMinnville has planned the construction of the above referenced project. As you are aware, the property located at 2057 NW Wallace Road will be affected by this project. A Dedication Deed and Permanent Sight Line Easement are required in order to give the City of McMinnville the legal right to construct the necessary improvements.

In exchange for executing the documents and subject to final approval by the City of McMinnville, the City agrees to the following:

1. To compensate you, in full, the sum of **\$12,844.00** for the Dedication Deed.
2. To compensate you, in full, the sum of **\$2,306.00** for the Permanent Sight Line Easement, as amended June 9, 2017.
3. To compensate you, in full, the sum of **\$300.00** for a negotiated agreement to install a new fence post along NW Hill Road to support a new connection / corner of an existing wire fence running "parallel" with the proposed Sight Line Easement and an existing 6 foot high wood fence along NW Hill Road. (Bid #1)
4. To compensate you, in full, the sum of **\$2,850.00** for a negotiated agreement to perform necessary work to an existing irrigation system before and after the City's construction. (Bid #2)
5. To provide 48 hours advance notice to owner (Louise & Michael Warren @ 503-472-3301) before beginning any site work on the property.
6. To clean up all construction debris at the conclusion of the project.
7. To pay all recording and closing costs.
8. To close the transaction in escrow by the escrow agent if required by the City of McMinnville. Prior to closing, each party will deposit with the escrow agent the funds, documents and instructions necessary for closing. The cost of escrow and expenses incidental to transfer of the real property interests shall be paid by the City of McMinnville. The Owner is responsible to perfect the title to the property, where required. If the City of McMinnville chooses to close this transaction outside of escrow, the property owner will supply the necessary documents to complete the transaction.



Linda Birth

Bid #1

**From:** Louise Warren <lb59warren@gmail.com>  
**Sent:** Sunday, June 4, 2017 12:19 PM  
**To:** linda.birth@qwestoffice.net  
**Cc:** Mike Warren  
**Subject:** Hill Rd McMinnville  
**Attachments:** Louise Warren - road change proposal - 6.2.2017.docx

Hi Linda,

2057 NW Wallace Rd  
McMinnville, OR 97128

Please let me know that you received this email.  
I will be heading out of town on Wednesday for several days. You can reach me, or my husband, by email while I'm gone. Hopefully you also got the pictures I sent of the proposed new gas line route.

Attached is the proposal to address all the potential irrigation issues related to the road construction and corresponding demolition on our property.

To the best of our knowledge this covers everything we can think of that we might encounter. There are always potential unknowns on something like this, but we have accounted for as many as we can think of in the proposal.

Once approved we will attempt this work ahead of any work the city does so that our system is entirely set up and a non-issue when demolition begins

Also, here is the estimate for the fence. It can be written up in a more formal proposal if needed:

Regarding the fence, that will run \$300. That would cover cutting out current fence, setting new post, pouring concrete, tying in to perpendicular fence and creating a new corner. It includes all the materials, travel and labor.



Physical Address: 1466 NE Lafayette Ave  
McMinnville, OR 97128

Mailing Address: P.O. Box 100  
Dayton, OR 97114

503-868-7475

## CUSTOMER PROPOSAL

*Bid #2*

### Customer Info

Name: Louise Warren  
Address: 2057 NW Wallace Rd  
McMinnville, OR 97128  
Phone: 503-472-3301

### Estimate Date

6/2/2017

### Project

Irrigation changes due to planned city road improvements.

### Scope of Work

Conduct exploratory digging to find and establish irrigation water main line – currently unknown. Upon mainline discovery, dig and trench back to a point on owner's property in order to reroute mainline run.

Find, set aside, and bundle existing valve wiring along mainline to be used for valve relocation. Install a splice box to accommodate new wiring run.

Shorten lateral line, and move sprinkler head that is currently at SW corner of owner's property (along sidewalk) and relocate further east to move away from proposed easement and place solely on owner's property. Relocate line if current line runs in easement area – currently unknown.

Cap off the two existing valve boxes that reside in the demolition area that will be excavated. One valve to be permanently capped and eliminated. The other to be relocated. Current lines unknown – to be found during exploratory digging.

Trench from exposed mainline to proposed new valve area. Tie-in new wiring run, with existing wiring (previously pulled back and set aside) and create splice box to ensure ongoing electrical contact with new valve.

Lay in new lateral pipe after bypassing old valve. Tie in to mainline and create new valve area. Excavate, drop in new valve box, create new manifold, attach to mainline and wire.

Attach new valve to existing irrigation pipe/drip line run for continued function of existing valve and zone.

Flush new system and test via clock. Back fill trenches after system test. Re-seed disturbed area.

Total \$2,850.00

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

# HANNA, McELDOWNEY, & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## **ESCROW INSTRUCTIONS MEMO**

Date: July 12, 2017

To: Jan Winder, Yamhill County Manager  
First American Title Company of Oregon  
775 NE Evans Street  
McMinnville, OR 97128  
[jwinder@firstam.com](mailto:jwinder@firstam.com)  
503-565-2120 (d); 503-312-2168 (c); 503-472-4627 (o)

From: Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128  
[larry.sherwood@mcminnvilleoregon.gov](mailto:larry.sherwood@mcminnvilleoregon.gov)  
503-434-7312 (o); 503-474-7511 (c)

Project: NW Hill Road Improvement Project  
HMA File #: 10, Michael & Louise Warren

Order No.: 1039-2609326  
Tax ID: 4.4.18-00700; 145435  
Address: Southwest intersection corner of NW Hill Road and NW Wallace Road (extended)

---

### **Attachments:**

- 1) fully executed Dedication Deed - TO BE RECORDED
- 2) fully executed Temporary Construction Easement - DO NOT RECORD
- 3) Letter of Agreement - DO NOT RECORD
- 4) W-9

### **Instructions:**

Grantor: Fox Ridge Developers LLC  
PO Box 570  
McMinnville, OR 97128

Grantee: City of McMinnville, a Municipal Corporation of the State of Oregon

Prepare and forward the Estimated Buyer's Statement to Larry Sherwood, project manager and a copy to Hanna, McEldowney & Associates at [linda.birth@qwestoffice.net](mailto:linda.birth@qwestoffice.net)

Record documents with the County Recorder and return original signed documents to Larry Sherwood, City of McMinnville.

Issue Title Policy to the City of McMinnville.

All costs of escrow and expenses incidental to transfer of the real property interests, including recording fees and title policy issuance, shall be paid by the City of McMinnville.

Instructions prepared by Linda Birth, Hanna, McEldowney & Associates  
[Linda.Birth@QwestOffice.net](mailto:Linda.Birth@QwestOffice.net); 503-297-9588 (o); 503-890-3282 (c)

GRANTORS: Michael V. & Louise B. Warren  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$12,844.00

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

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### **DEDICATION DEED**

**Michael V. Warren and Louise B. Warren, GRANTORS, convey, warrant and dedicate 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 as shown on Exhibit "B", attached hereto and incorporated herein by this reference.**

The true and actual consideration for this conveyance is **\$12,844.00.**

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

The Grantors hereby covenant that the Grantors are lawfully seized of the estate in the property, that the Grantors 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 Grantors warrant and will defend the title to the property against all persons who may lawfully claim the same.

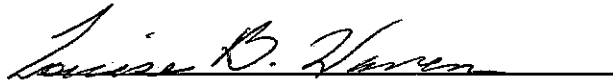
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2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



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

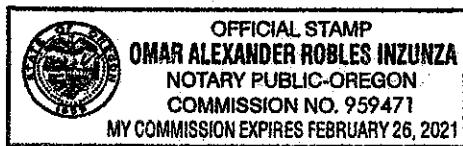
Dated this 20 day of June, 2017.

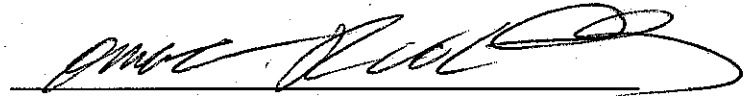
  
Michael V. Warren

  
Louise B. Warren

State of Oregon     )  
                              ) ss.  
County of Yamhill )

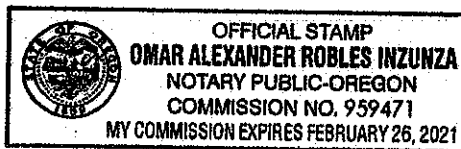
This record was acknowledged before me on June 20th, 2017  
by Michael V. Warren and Louise B. Warren

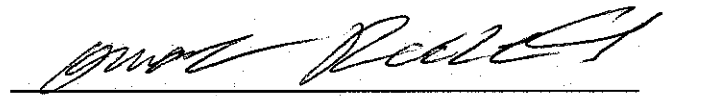


  
Notary Public for Oregon  
My Commission Expires: February 26, 2021

State of Oregon     )  
                              ) ss.  
County of Yamhill )

This record was acknowledged before me on June 20th, 2017  
by Michael V. Warren and Louise B. Warren



  
Notary Public for Oregon  
My Commission Expires: February 26, 2021

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:

Title:

State of Oregon     )  
                                  ) ss.

County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 4418DC01400

File 010

**Parcel 1 – Fee**

A parcel of land lying in the SE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Michael V Warren and Louise B Warren, recorded July 15, 2005 as Document No. 200514682, Deed Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

Beginning at a point opposite and 87.00 feet Easterly of Centerline Station 44+80.08 on the herein described center line of NW Hill Road; thence North 60°42'10" West in a straight line to a point opposite and 30.00 feet Easterly of Centerline Station 45+09.16 on said Centerline.

The Centerline of NW Hill Road is described as follows:

Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

thence North 06°39'48" East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 59°11'44", a distance of 516.58 feet (chord bears North 36°15'40" East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of 63°35'41", a distance of 554.97 feet (chord bears North 34°03'42" East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

thence North 02°15'51" East, a distance of 3,383.41 feet to Centerline Station 77+69.10, said Station being the Centerline intersection of said Northwest Hill Road and Baker Creek Road, from which a 5/8" iron rod with yellow plastic cap, marked "Barker PLS 636" bears North 02°15'51" East, a distance of 30.22 feet.

Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 298 square feet, more or less, outside the existing right of way.

June 9, 2017

**EXHIBIT A - Page 2 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 4418DC01400

File 010

**Parcel 2 – Permanent Sight Line Easement**

A parcel of land lying in the SE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of Lot 35, of the "Park Meadows" Plat of Subdivision, recorded January 20, 1994 on Film 3, Pages 442-444, Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

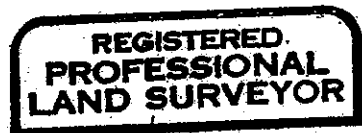
Beginning at a point opposite and 83.00 feet Easterly of Centerline Station 44+80.11 on the herein described center line of NW Hill Road;

thence North 47°03'27" West in a straight line to a point opposite and 30.00 feet Easterly of Centerline Station 45+25.67 on said Centerline.

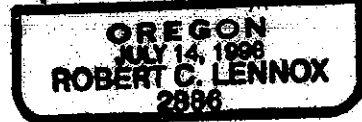
**EXCEPT** therefrom Parcel 1.

The center line of NW Hill Road is described in Parcel 1.

This parcel of land contains 241 square feet, more or less, outside the existing right of way.



*Robert C. Lennox*



June 9, 2017



GRANTORS: Michael V. & Louise B. Warren  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$2,306.00

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

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### PERMANENT SIGHT LINE EASEMENT

THIS INDENTURE MADE and entered into this 20 day of June, 2017,  
by and between **Michael V. Warren and Louise B. Warren**, hereinafter referred to as the Grantors,  
and the **City of McMinnville**, a Municipal Corporation of the State of Oregon, hereinafter referred to as  
the Grantee.

That the Grantors, for and in consideration of the sum of **Two Thousand Three Hundred Six and No/100 Dollars, (\$2,306.00)**, do hereby grant, bargain, sell and convey unto the Grantee, a permanent easement for sight distance associated with the intersection of NW Hill Road and NW Wallace Road, as described herein, in, under, upon, and across Grantor's real property located in Yamhill County, State of Oregon, and more particularly described as follows:

See Exhibits "A" and "B" attached to and by reference made a part of this document

Grantors, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described real property, nor shall Grantors plant any vegetation that would interfere with the intent of this easement to maintain a sight distance or clear-zone area, free of visual impediments, without prior written approval from the City of McMinnville Department of Engineering.

Should Grantors fail to maintain the sight distance, Grantee shall have the right to enter upon this real property for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the easement area whenever necessary to accomplish these purposes.


This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the easement area in the future, and which interferes with Grantee's use of the easement area for the purposes described in this document. Grantee will repair any damage to the property caused by Grantee's incidental use of the land outside the easement area.


Grantors hereby covenant to and with Grantee, its successors and assigns, that Grantors are the owners of the property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

TO HAVE AND TO HOLD the above easements to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantors above named have hereunto set their hand this

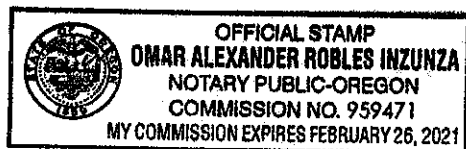
20 day of June, 2017.

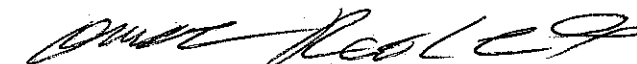
  
Michael V. Warren

  
Louise B. Warren

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

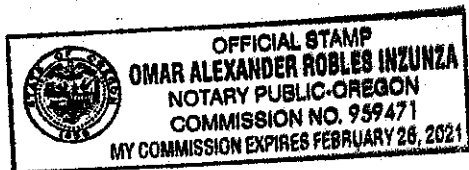
This record was acknowledged before me on June 20th, 2017  
by Michael V. Warren and Louise B. Warren




  
Notary Public for Oregon  
My Commission Expires: February 26, 2021

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on June 20th, 2017  
by Michael V. Warren and Louise B. Warren



  
Notary Public for Oregon  
My Commission Expires: February 26, 2021

APPROVAL OF CONVEYANCE (ORS 93.808)

The City of McMinnville hereby approves and accepts this conveyance.

\_\_\_\_\_  
Name:

Title:

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_



**EXHIBIT A - Page 1 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 4418DC01400

File 010

**Parcel 1 – Fee**

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Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

thence North 06°39'48" East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 59°11'44", a distance of 516.58 feet (chord bears North 36°15'40" East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of 63°35'41", a distance of 554.97 feet (chord bears North 34°03'42" East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

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Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 298 square feet, more or less, outside the existing right of way.

June 9, 2017

**EXHIBIT A - Page 2 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 4418DC01400

File 010

**Parcel 2 – Permanent Sight Line Easement**

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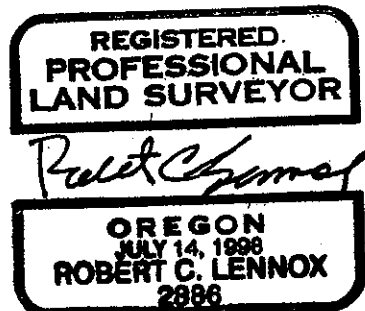
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**EXCEPT** therefrom Parcel 1.

The center line of NW Hill Road is described in Parcel 1.

This parcel of land contains 241 square feet, more or less, outside the existing right of way.



June 9, 2017



FILE 13 - Dennis & Katherine Draper

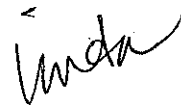
# HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## Transmittal of Executed Documents and Final Report

**Date:** June 29, 2017

**To:** Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 972128

**From:** Linda Birth, Right of Way Agent 

**Project:** NW Hill Road Improvement Project

**Owner:** Dennis & Katherine Draper

**File No.:** 13

**Situs:** 2057 NW Wallace Road, McMinnville, OR 97128

**Documents** - Enclosed is the executed Dedication Deed (\$4,084.00) and Temporary Construction Easement (\$266.00) from Dennis & Katherine Draper, File 13, for the NW Hill Road Improvement Project. Also attached is the City's Letter of Agreement, dated June 14, 2017 (and signed June 16, 2017) which outlines the terms of this agreement, along with a copy of the following: W-9 form, Offer Letter packet, Approved Just Compensation Memo, Acquisition Summary Statement, Relocation Benefit Summary, Appraisal Invitation Letter, Diary of Personal Contact, negotiation letters and email correspondence, and the Lot Book Title Report.

**Negotiated Agreement** - The negotiated amount of \$8,400.00 includes additional compensation above the approved Just Compensation originally offered, as outlined in the signed Letter of Agreement and hereby summarized:

\$4,350	Approved Just Compensation (appraised value; original offer)
\$ 550	Temporary loss of planting area
\$3,500	Administrative Settlement

On May 12, 2017, I mailed the offer for approved Just Compensation to Dennis & Katherine Draper. During the following 6 weeks, I had a few conversations and exchanged emails with both Dennis & Katherine (as noted in the attached Diary). On June 14, 2017, I mailed the updated/revised offer explaining the additional compensation and administrative settlement. On June 28, 2017, I received the signed documents from the owner.

I recommend that the City accept this negotiated agreement as it is considered to be reasonable and cost effective, considering that further negotiations and/or condemnation would add significantly to the cost.

**Special Conditions** - None

**Title Issues** - None

**Closing Recommendations** - I recommend the City close this transaction in house. Payment should be mailed to the address indicated on the W-9 form (noted below). The check, along with a copy of the fully executed and recorded documents, including a copy of the signed City's Letter of Agreement, should be mailed to:

Dennis & Katherine Draper  
11105 Baker Creek Rd  
McMinnville OR 97128

HANNA, McELDOWNEY & ASSOCIATES  
8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

June 14, 2017

Project Property Number: HMA File 16-04-13

Dennis L. & Katherine Sue Draper  
Co-Trustees of the Draper Family Trust  
11105 Baker Creek Road  
McMinnville, OR 97128

**Re: Letter of Agreement for 11105 Baker Creek Road (Tax ID R441801200) for the  
NW Hill Road Improvement Project**

Dear Mr. & Mrs. Draper:

The City of McMinnville has planned the construction of the above referenced project. As you are aware, the property located at 11105 Baker Creek Road will be affected by this project. A Dedication Deed and Temporary Construction Easement are required in order to give the City of McMinnville the legal right to construct the necessary improvements.

In exchange for executing the documents and subject to final approval by the City of McMinnville, the City agrees to the following:

1. To compensate you, in full, the sum of \$4,084 for the Dedication Deed.
2. To compensate you, in full, the sum of \$266 for the Temporary Construction Easement.
3. To compensate you, in full, the sum of \$550 for the temporary loss of planting area consisting of a 10 foot strip along the back of the proposed TCE area.
4. To compensate you, in full, the negotiated sum of \$3,500 as Administrative Settlement.
5. To give you the opportunity to review the proposed planting plan, and allow you to make suggestions for tree types, in an effort to maximize the visibility of the corner sign.
6. To request the contractor to install "business open during construction" signage along Hill Road and Baker Creek Road.
7. To clean up all construction debris at the conclusion of the project.
8. To pay all recording and closing costs.
9. To place the transaction in escrow by the escrow agent if required by the City of McMinnville. Prior to closing, each party will deposit with the escrow agent the funds, documents and instructions necessary for closing. The cost of escrow and expenses.

incidental to transfer of the real property interests shall be paid by the City of McMinnville. The Owner is responsible to perfect the title to the property, where required. If the City of McMinnville chooses to close this transaction outside of escrow, the property owner will supply the necessary documents to complete the transaction.

10. To comply with the terms and conditions of this Letter of Agreement, which is the entire, final, and complete agreement between the Owner and the City of McMinnville pertaining to the acquisition of the real property interest, and supersedes and replaces all written and verbal agreements heretofore made.

The total compensation for the above property rights and administrative settlement is Eight Thousand Four Hundred and No/100 Dollars (\$8,400.00). Payment will be made 45 to 60 days from the date of approval and acceptance by the City of McMinnville.

Thank you,

*Linda Birth*

Linda Birth, Hanna, McBaldowney & Associates,  
Acting as Buyers Agent on behalf of the City of McMinnville

*Dennis L. Draper*  
Dennis L. Draper, Co-Trustee

*6-15-17*  
Date

*DENNIS L. DRAPER*  
Print Name

*Katherine S. Draper*  
Katherine Sue Draper, Co-Trustee

*6-15-17*  
Date

*Katherine Sue Draper*  
Print Name

Approved and Accepted by:

\_\_\_\_\_  
The City of McMinnville

\_\_\_\_\_  
Date

# HANNA, McELDOWNEY, & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## **ESCROW INSTRUCTIONS MEMO**

Date: July 12, 2017

To: Jan Winder, Yamhill County Manager  
First American Title Company of Oregon  
775 NE Evans Street  
McMinnville, OR 97128  
[jwinder@firstam.com](mailto:jwinder@firstam.com)  
503-565-2120 (d); 503-312-2168 (c); 503-472-4627 (o)

From: Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128  
[larry.sherwood@mcminnvilleoregon.gov](mailto:larry.sherwood@mcminnvilleoregon.gov)  
503-434-7312 (o); 503-474-7511 (c)

Project: NW Hill Road Improvement Project  
HMA File #: 13, Dennis & Katherine Draper

Order No.: 1039-2756855  
Tax ID: 4.4.18-01200; 145569  
Address: 11105 Baker Creek Road

---

### **Attachments:**

- 1) fully executed Dedication Deed - TO BE RECORDED
- 2) fully executed Temporary Construction Easement - DO NOT RECORD
- 3) Letter of Agreement - DO NOT RECORD
- 4) W-9

### **Instructions:**

Grantor: Dennis L. & Katherine Sue Draper  
11105 Baker Creek Road  
McMinnville, OR 97128

Grantee: City of McMinnville, a Municipal Corporation of the State of Oregon

Prepare and forward the Estimated Buyer's Statement to Larry Sherwood, project manager and a copy to Hanna, McEldowney & Associates at [linda.birth@qwestoffice.net](mailto:linda.birth@qwestoffice.net)

Record documents with the County Recorder and return original signed documents to Larry Sherwood, City of McMinnville.

Issue Title Policy to the City of McMinnville.

All costs of escrow and expenses incidental to transfer of the real property interests, including recording fees and title policy issuance, shall be paid by the City of McMinnville.

Instructions prepared by Linda Birth, Hanna, McEldowney & Associates  
[Linda.Birth@QwestOffice.net](mailto:Linda.Birth@QwestOffice.net); 503-297-9588 (o); 503-890-3282 (c)



GRANTORS: Dennis L. and Katherine Sue Draper  
Co-Trustees of the Draper Family Trust  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$4,084.00

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

Until a change is requested, all tax statements shall be sent to  
the following address: N/A

### **DEDICATION DEED**

**Dennis L. Draper and Katherine Sue Draper, Co-Trustees of the Draper Family Trust dated June 14, 1991, GRANTORS, convey, warrant and dedicate 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 as shown on Exhibit "B", attached hereto and incorporated herein by this reference.**

The true and actual consideration for this conveyance is **\$4,084.00.**

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

The Grantors hereby covenant that the Grantors are lawfully seized of the estate in the property, that the Grantors 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 Grantors warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

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

Dated this 26<sup>th</sup> day of June, 2017.

Dennis L. Draper TTE

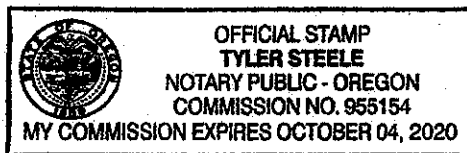
Dennis L. Draper, Co-Trustee of the Draper Family Trust dated June 14, 1991

Katherine Sue Draper TTE

Katherine Sue Draper, Co-Trustee of the Draper Family Trust dated June 14, 1991

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

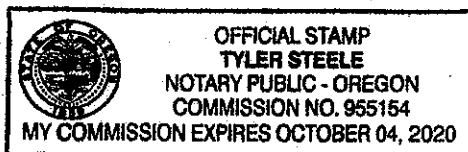
This record was acknowledged before me on June 26, 2017  
by Dennis L. Draper as Co-Trustee



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/04/2020

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on June 26, 2017  
by Katherine Sue Draper as Co-Trustee



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/04/2020

---

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:

Title:

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 3**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

**Parcel 1 – Fee**

A parcel of land lying in the NW1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to Dennis L. Draper and Katherine Sue Draper, Co-Trustees of the Draper Family Trust, recorded July 23, 2001, as Document No. 200112218, Deed Records of Yamhill County, said parcel being that portion of said property Northeasterly of the following described line:

Beginning at Centerline Station 75+53.24 on the herein described center line of NW Hill Road;

thence to a point opposite and 30.00 feet Westerly of Centerline Station 75+53.24;

thence to a point opposite and 30.00 feet Westerly of Centerline Station 76+04.42, said point also being a Point of Curve of a 235.50 foot radius non-tangent curve to the left;

thence along said curve, through a central angle of 21°12'15", a distance of 87.15 feet (chord bears North 10°20'00" West, a distance of 86.66 feet) to a Point of Compound Curvature of a 109.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of 28°01'41", a distance of 53.32 feet (chord bears North 34°56'58" West, a distance of 52.79 feet) to a Point of Compound Curvature of a 77.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of 38°56'18", a distance of 52.33 feet (chord bears North 68°25'57" West, a distance of 51.33 feet) to a point opposite and 129.27 feet Westerly of Centerline Station 77+48.00;

thence to a point opposite and 145.86 feet Westerly of Centerline Station 77+47.96;

thence to a point opposite and 258.48 feet Westerly of Centerline Station 77+59.40;

thence to a point opposite and 257.64 feet Westerly of Centerline Station 77+69.10;

**EXHIBIT A - Page 2 of 3**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

The centerline of NW Hill Road is described as follows:

Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

thence North 06°39'48" East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 59°11'44", a distance of 516.58 feet (chord bears North 36°15'40" East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of 63°35'41", a distance of 554.97 feet (chord bears North 34°03'42" East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

thence North 02°15'51" East, a distance of 3,383.41 feet to Centerline Station 77+69.10, said Station being the Centerline intersection of said Northwest Hill Road and Baker Creek Road, from which a 5/8" iron rod with yellow plastic cap, marked "Barker PLS 636" bears North 02°15'51" East, a distance of 30.22 feet.

Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 4,301 square feet, more or less, outside the existing right of way.

EXHIBIT A - Page 3 of 3  
NW Hill Road  
NW Hill Road Right of Way Acquisition  
TL 441801200  
File 013

**Parcel 2 – Temporary Construction Easement**

A parcel of land lying in the NW1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to Dennis L. Draper and Katherine Sue Draper, Co-Trustees of the Draper Family Trust, recorded July 23, 2001, as Document No. 200112218, Deed Records of Yamhill County, said parcel being that portion of said property Northeasterly of the following described line:

Beginning at Centerline Station 75+53.24 on the herein described center line of NW Hill Road;

thence to a point opposite and 35.00 feet Westerly of Centerline Station 75+53.24;

thence to a point opposite and 35.00 feet Westerly of Centerline Station 76+04.34, said point also being a Point of Curve of a 230.50 foot radius non-tangent curve to the left;

thence along said curve, through a central angle of 21°12'15", a distance of 85.22 feet (chord bears North 10°20'39" West, a distance of 84.73 feet) to a Point of Compound Curvature of a 104.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of 28°01'41", a distance of 50.87 feet (chord bears North 34°56'58" West, a distance of 50.37 feet) to a Point of Compound Curvature of a 72.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of 38°56'18", a distance of 48.93 feet (chord bears North 68°25'57" West, a distance of 48.00 feet) to a point opposite and 129.25 feet Westerly of Centerline Station 77+43.00;

thence to a point opposite and 146.11 feet Westerly of Centerline Station 77+42.95;

thence to a point opposite and 258.92 feet Westerly of Centerline Station 77+54.42;

thence to a point opposite and 257.64 feet Westerly of Centerline Station 77+69.10;

**EXCEPT** therefrom Parcel 1.

This parcel of land contains 1,850 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

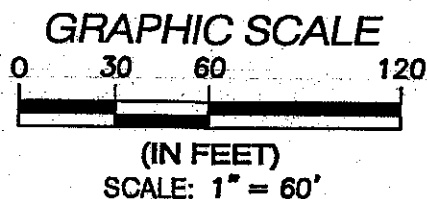
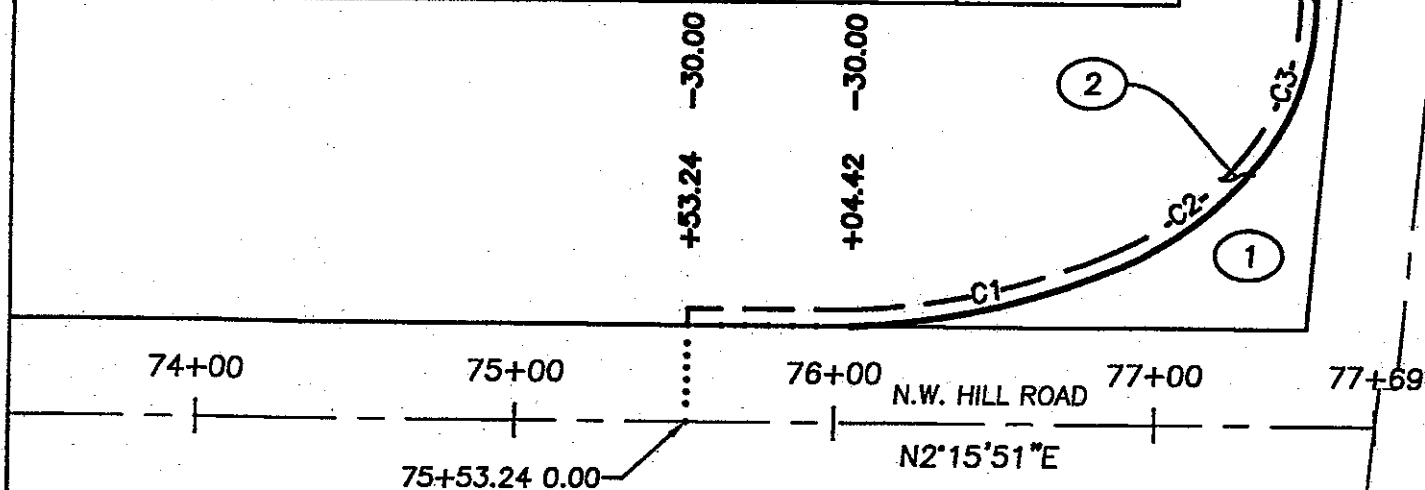
*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

December 2, 2016

RENEWAL: 12-31-16

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	87.15	235.50	21°12'15"	N10° 20' 00"W	86.66
C2	53.32	109.00	28°01'41"	N34° 56' 58"W	52.79
C3	52.33	77.00	38°56'18"	N68° 25' 57"W	51.33



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 013  
1105 BAKER CREEK ROAD, MCMINNVILLE  
NW 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

SHEET 1 OF 2

DATE DECEMBER 2, 2016

JOB NO. 2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C4	85.22	230.50	21°12'15"	N10° 20' 39"W	84.73
C5	50.87	104.00	28°01'41"	N34° 56' 58"W	50.37
C6	48.93	72.00	38°56'18"	N68° 25' 57"W	48.00

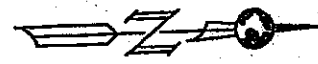
77+69.10 -257.64  
 77+54.42 -258.92  
 77+42.95 -146.11  
 77+43.00 -129.25

+53.24 -35.00  
 +04.34 -35.00

2  
 1

74+00 75+00 76+00 77+00 77+69  
 N.W. HILL ROAD  
 N2°15'51"E  
 75+53.24 0.00

**GRAPHIC SCALE**  
 0 30 60 120  
 (IN FEET)  
 SCALE: 1" = 60'



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Robert C. Lennox*  
 OREGON  
 JULY 14, 1998  
 ROBERT C. LENNOX  
 2886  
 RENEWAL: 12-31-16

**EXHIBIT B**

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 013  
 1105 BAKER CREEK ROAD, MC MINNVILLE  
 NW 1/4 SECTION 18, T4S, R4W, W.M.,  
 YAMHILL COUNTY, OREGON  
**SHEET 2 OF 2**

DATE DECEMBER 2, 2016  
 JOB NO. 2015018

**bluedot  
 group**

land surveying & mapping  
 11700 sw 67th ave  
 portland, or 97223  
 v. 503.624.0108  
 f. 503.624.9058



GRANTORS: Dennis L. and Katherine Sue Draper  
Co-Trustees of the Draper Family Trust  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$266.00

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

Until a change is requested, all tax statements shall be sent to  
the following address: N/A

### **TEMPORARY CONSTRUCTION EASEMENT**

**Dennis L. Draper and Katherine Sue Draper, Co-Trustees of the Draper Family Trust dated June 14, 1991, GRANTORS, do hereby grant to the City of McMinnville, a Municipal Corporation of the State of Oregon, GRANTEE, a temporary construction easement and right-of-entry for the purpose of road widening and sidewalk construction over and across the real property described in Exhibit "A" and as shown on Exhibit "B", attached hereto and incorporated herein by this reference.**

The true and actual consideration for this conveyance is **\$266.00.**

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with the NW Hill Road Improvement Project.

Grantee, within a reasonable time after completion of said construction, shall replace and restore as nearly as practicable the surface of the above described real property to its condition as it was immediately prior to Grantee's use of said property.

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

This temporary construction easement shall become effective on the date the City of McMinnville issues the notice to proceed to the contractor, and shall terminate two (2) years from that date, or when construction on the property is completed, whichever occurs first.

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

Dated this 26th day of June, 2017.

Dennis L. Draper - TTE

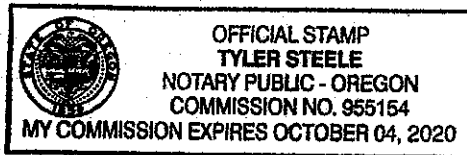
Dennis L. Draper, Co-Trustee of the Draper Family Trust dated June 14, 1991

Katherine Sue Draper, TTE

Katherine Sue Draper, Co-Trustee of the Draper Family Trust dated June 14, 1991

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

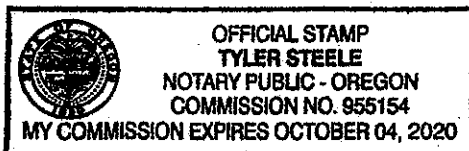
This record was acknowledged before me on June 26, 2017  
by Dennis L. Draper as Co-Trustee



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/04/2020

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on June 26, 2017  
by Katherine Sue Draper as Co-Trustee



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/04/2020

---

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:

Title:

State of Oregon )

) ss.

County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 3**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

**Parcel 1 – Fee**

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Beginning at Centerline Station 75+53.24 on the herein described center line of NW Hill Road;

thence to a point opposite and 30.00 feet Westerly of Centerline Station 75+53.24;

thence to a point opposite and 30.00 feet Westerly of Centerline Station 76+04.42, said point also being a Point of Curve of a 235.50 foot radius non-tangent curve to the left;

thence along said curve, through a central angle of 21°12'15", a distance of 87.15 feet (chord bears North 10°20'00" West, a distance of 86.66 feet) to a Point of Compound Curvature of a 109.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of 28°01'41", a distance of 53.32 feet (chord bears North 34°56'58" West, a distance of 52.79 feet) to a Point of Compound Curvature of a 77.00 foot radius tangent curve to the left;

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**EXHIBIT A - Page 2 of 3**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

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Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

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**EXHIBIT A** - Page 3 of 3  
NW Hill Road  
NW Hill Road Right of Way Acquisition  
TL 441801200  
File 013

**Parcel 2 – Temporary Construction Easement**

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thence to a point opposite and 35.00 feet Westerly of Centerline Station 75+53.24;

thence to a point opposite and 35.00 feet Westerly of Centerline Station 76+04.34, said point also being a Point of Curve of a 230.50 foot radius non-tangent curve to the left;

thence along said curve, through a central angle of  $21^{\circ}12'15''$ , a distance of 85.22 feet (chord bears North  $10^{\circ}20'39''$  West, a distance of 84.73 feet) to a Point of Compound Curvature of a 104.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of  $28^{\circ}01'41''$ , a distance of 50.87 feet (chord bears North  $34^{\circ}56'58''$  West, a distance of 50.37 feet) to a Point of Compound Curvature of a 72.00 foot radius tangent curve to the left;

thence along said curve, through a central angle of  $38^{\circ}56'18''$ , a distance of 48.93 feet (chord bears North  $68^{\circ}25'57''$  West, a distance of 48.00 feet) to a point opposite and 129.25 feet Westerly of Centerline Station 77+43.00;

thence to a point opposite and 146.11 feet Westerly of Centerline Station 77+42.95;

thence to a point opposite and 258.92 feet Westerly of Centerline Station 77+54.42;

thence to a point opposite and 257.64 feet Westerly of Centerline Station 77+69.10;

**EXCEPT** therefrom Parcel 1.

This parcel of land contains 1,850 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

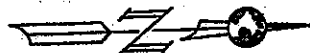
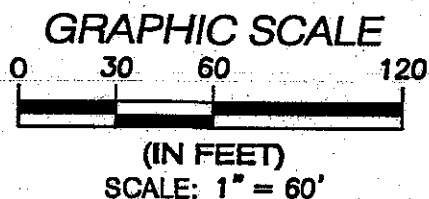
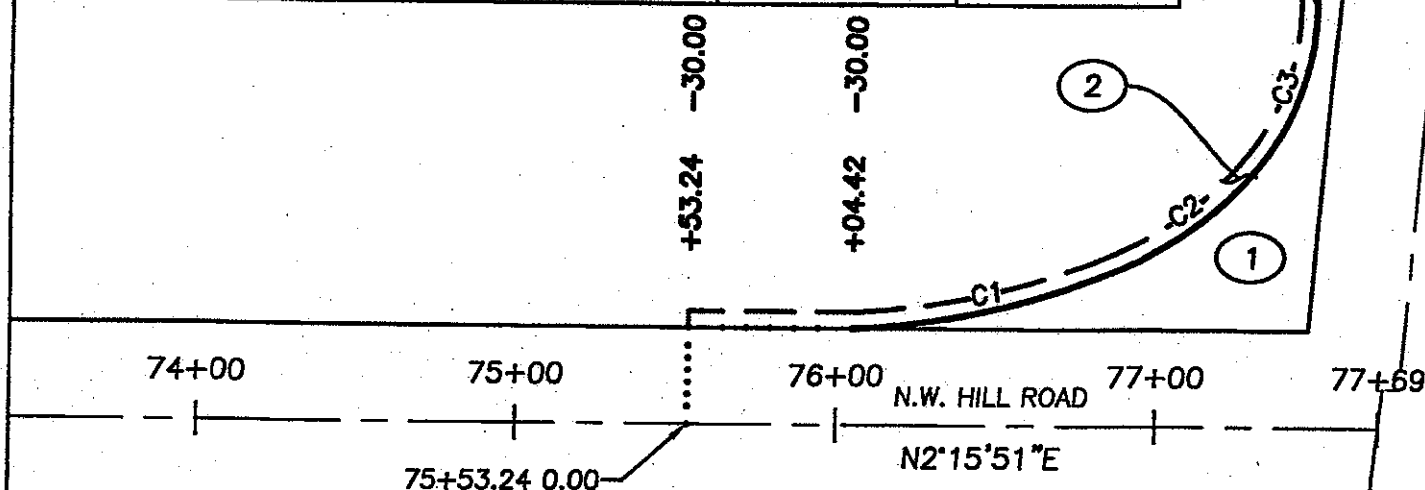
*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

December 2, 2016

RENEWAL: 12-31-16

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	87.15	235.50	21°12'15"	N10° 20' 00"W	86.66
C2	53.32	109.00	28°01'41"	N34° 56' 58"W	52.79
C3	52.33	77.00	38°56'18"	N68° 25' 57"W	51.33



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 013  
1105 BAKER CREEK ROAD, MC MINNVILLE  
NW 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

SHEET 1 OF 2

DATE DECEMBER 2, 2016

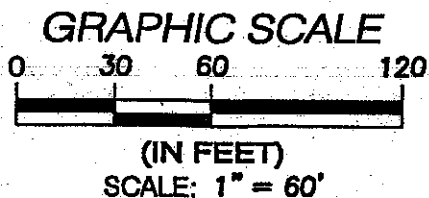
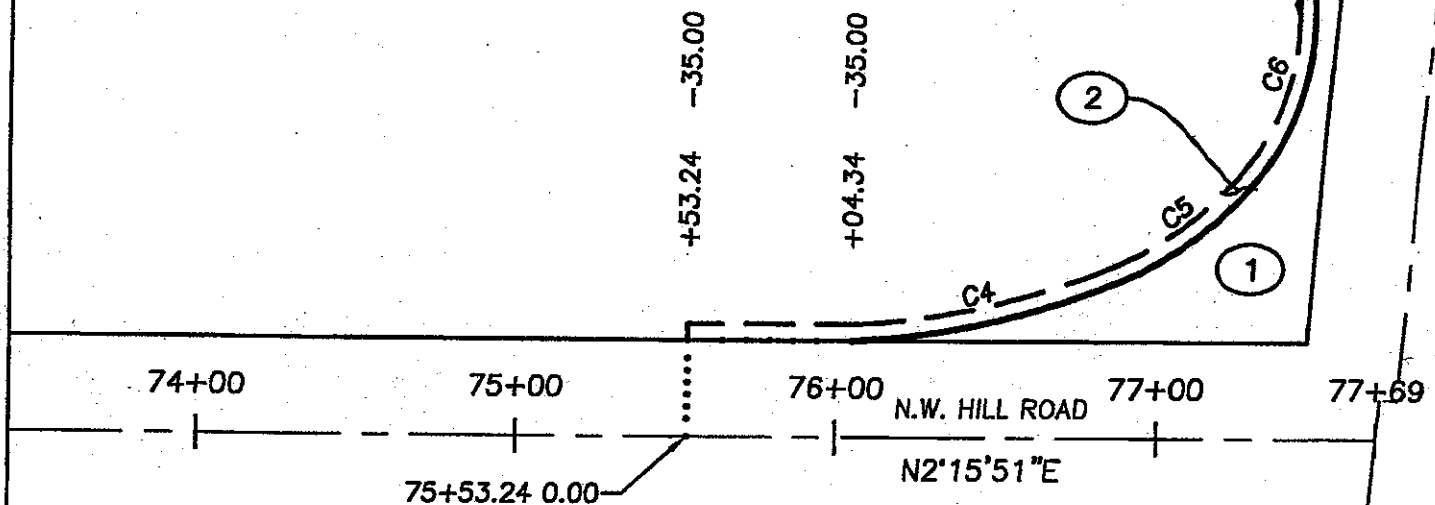
JOB NO. 2015018

**bluedot**  
group

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C4	85.22	230.50	21°12'15"	N10° 20' 39"W	84.73
C5	50.87	104.00	28°01'41"	N34° 56' 58"W	50.37
C6	48.93	72.00	38°56'18"	N68° 25' 57"W	48.00

77+69.10 -257.64  
 77+54.42 -258.92  
 77+42.95 -146.11  
 77+43.00 -129.25



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Robert C. Lennox*  
 OREGON  
 JULY 14, 1998  
 ROBERT C. LENNOX  
 2886  
 RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 013  
 1105 BAKER CREEK ROAD, MC MINNVILLE  
 NW 1/4 SECTION 18, T4S, R4W, W.M.,  
 YAMHILL COUNTY, OREGON

SHEET 2 OF 2

DATE DECEMBER 2, 2016  
 JOB NO. 2015018

**bluedot**  
 group

land surveying & mapping  
 11700 sw 67th ave  
 portland, or 97223  
 v. 503.624.0108  
 f. 503.624.9058



**FILE 14 - CAN Enterprises, LLC**

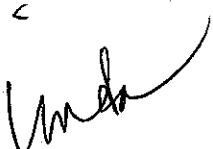
# HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## Transmittal of Executed Documents and Final Report

**Date:** June 29, 2017

**To:** Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 972128

**From:** Linda Birth, Right of Way Agent 

**Project:** NW Hill Road Improvement Project

**Owner:** CAN Enterprises LLC

**File No.:** 14

**Situs:** Northwest intersection corner of NW Baker Creek Road and NW Hill Road (extended)

---

**Documents** - Enclosed is the executed Dedication Deed (\$10,450.00) from CAN Enterprises LLC, File 14, for the NW Hill Road Improvement Project. Also attached is the City's Letter of Agreement which outlines the terms of this agreement, along with a copy of the following: W-9 form, Offer Letter packet, Approved Just Compensation Memo, Acquisition Summary Statement, Relocation Benefit Summary, Appraisal Invitation Letter, Diary of Personal Contact, negotiation letters and email correspondence, and the Lot Book Title Report.

**Negotiated Agreement** - The negotiated amount of \$10,450.00 is the same as approved Just Compensation. On May 12, 2017, I mailed the offer for approved Just Compensation to Larry George, the owner of CAN Enterprises LLC. I received the signed documents from the owner on June 28, 2017.

I recommend that the City accept this negotiated agreement as it is considered to be reasonable and cost effective, considering that further negotiations and/or condemnation would add significantly to the cost.

**Special Conditions** - None

**Title Issues** - None

**Closing Recommendations** - I recommend the City close this transaction in house. Payment should be mailed to the address indicated on the W-9 form (noted below). The check, along with a copy of the fully executed and recorded documents, including a copy of the signed City's Letter of Agreement, should be mailed to:

CAN Enterprises LLC  
Larry George  
PO Box 778  
Newberg, OR 97128

**HANNA, McELDOWNEY & ASSOCIATES**  
8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

May 12, 2017

Project Property Number: HMA File 16-04-14

CAN Enterprises LLC  
Larry George  
PO Box 778  
Newberg, OR 97132

**Re: Letter of Agreement for property located at the northwest corner of the intersection of NW Hill Road and NW Baker Creek Road (Tax ID R441801700) for the NW Hill Road Improvement Project**

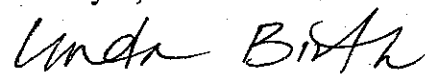
Dear Mr. George:

The City of McMinnville has planned the construction of the above referenced project. As you are aware, the property located at the northwest corner of the intersection of NW Hill Road and NW Baker Creek Road will be affected by this project. A Dedication Deed is required in order to give the City of McMinnville the legal right to construct the necessary improvements.

In exchange for executing the documents and subject to final approval by the City of McMinnville, the City agrees to the following:

1. To compensate you, in full, the sum of **\$10,450** for the Dedication Deed.
2. To clean up all construction debris at the conclusion of the project.
3. To pay all recording and closing costs.
4. To close the transaction in escrow by the escrow agent if required by the City of McMinnville. Prior to closing, each party will deposit with the escrow agent the funds, documents and instructions necessary for closing. The cost of escrow and expenses incidental to transfer of the real property interests shall be paid by the City of McMinnville. The Owner is responsible to perfect the title to the property, where required. If the City of McMinnville chooses to close this transaction outside of escrow, the property owner will supply the necessary documents to complete the transaction.
5. To comply with the terms and conditions of this Letter of Agreement, which is the entire, final, and complete agreement between the Owner and the City of McMinnville pertaining to the acquisition of the real property interest, and supersedes and replaces all written and verbal agreements heretofore made.

Thank you,

  
Linda Birth, Hanna, McEldowney & Associates,  
Acting as Buyers Agent on behalf of the City of McMinnville

4-7-02

  
CAN Enterprises LLC

6/8/2017  
Date

Lawrence George  
Print Name

Owner  
Title

Approved and Accepted by:

\_\_\_\_\_  
The City of McMinnville

\_\_\_\_\_  
Date

# HANNA, McELDOWNEY, & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## **ESCROW INSTRUCTIONS MEMO**

Date: July 12, 2017

To: Jan Winder, Yamhill County Manager  
First American Title Company of Oregon  
775 NE Evans Street  
McMinnville, OR 97128  
[jwinder@firstam.com](mailto:jwinder@firstam.com)  
503-565-2120 (d); 503-312-2168 (c); 503-472-4627 (o)

From: Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128  
[larry.sherwood@mcminnvilleoregon.gov](mailto:larry.sherwood@mcminnvilleoregon.gov)  
503-434-7312 (o); 503-474-7511 (c)

Project: NW Hill Road Improvement Project  
HMA File #: 14, CAN Enterprises LLC

Order No.: 1039-2756849  
Tax ID: 4.4.18-01700; 145729  
Address: Northwest intersection corner of NW Baker Creek Road and NW Hill Road (extended)

---

### **Attachments:**

- 1) fully executed Dedication Deed - TO BE RECORDED
- 2) Letter of Agreement - DO NOT RECORD
- 3) W-9

### **Instructions:**

Grantor: CAN Enterprises LLC  
PO Box 778  
Newberg, OR 97132

Grantee: City of McMinnville, a Municipal Corporation of the State of Oregon

Prepare and forward the Estimated Buyer's Statement to Larry Sherwood, project manager and a copy to Hanna, McEldowney & Associates at [linda.birth@qwestoffice.net](mailto:linda.birth@qwestoffice.net)

Record documents with the County Recorder and return original signed documents to Larry Sherwood, City of McMinnville.

Issue Title Policy to the City of McMinnville.

All costs of escrow and expenses incidental to transfer of the real property interests, including recording fees and title policy issuance, shall be paid by the City of McMinnville.

Instructions prepared by Linda Birth, Hanna, McEldowney & Associates  
[Linda.Birth@QwestOffice.net](mailto:Linda.Birth@QwestOffice.net); 503-297-9588 (o); 503-890-3282 (c)

GRANTOR: CAN Enterprises LLC  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$10,450.00

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

Until a change is requested, all tax statements shall  
be sent to the following address: N/A

### **DEDICATION DEED**

**CAN Enterprises LLC**, 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 as shown on Exhibit "B", both attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is **\$10,450.00**.

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

The Grantor hereby covenants that the Grantor is lawfully seized of the estate in the property, that the Grantor has 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 warrants and will defend the title to the property against all persons who may lawfully claim the same.

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

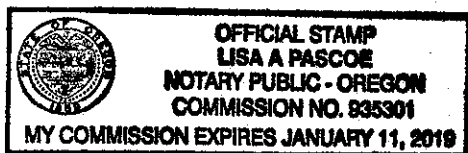
In construing this deed and where the context so requires, the singular includes the plural.

Dated this 8<sup>th</sup> day of June, 2017.

  
Name: CAN Enterprises LLC

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on June 8<sup>th</sup>, 2017 by \_\_\_\_\_  
Larry George as Owner of CAN Enterprises LLC.



Lisa A. Pascoe  
Notary Public for Oregon  
My Commission Expires: January 11, 2019

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:  
Title:

State of Oregon     )  
                                  ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801700

File 014

**Fee**

A parcel of land lying in the NW1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to ~~CAN Enterprises LLC, an Oregon Limited Liability Company~~, recorded July 15, 2016 as Document No. 201610792, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land variable in width, lying Southerly of the following described line:

Beginning at a point opposite and 256.31 feet Northerly of Centerline Station 9+80.00 on the herein described center line of Baker Creek Road;

thence North  $82^{\circ}10'07''$  West, a distance of 27.02 feet, to a point opposite and 251.28 feet Northerly of Centerline Station 10+08.54;

thence South  $07^{\circ}40'58''$  West, a distance of 103.81 feet, to a point opposite and 147.47 feet Northerly of Centerline Station 10+09.78 on said Centerline;

thence North  $82^{\circ}19'02''$  West, a distance of 5.74 feet, to a point opposite and 147.54 feet Northerly of Centerline Station 10+15.52 on said Centerline;

thence South  $08^{\circ}50'25''$  West, a distance of 17.31 feet, to the Point of Curve, of a 84.89 foot radius tangent curve to the right, opposite 130.24 feet Northerly of Centerline Station 10+16.08;

thence along said curve, through a central angle of  $46^{\circ}16'45''$ , a distance of 68.57 feet (chord bears South  $31^{\circ}58'48''$  West, a distance of 66.72 feet), to a point opposite and 69.76 feet Northerly of Centerline Station 10+44.26 on said Centerline;

thence North  $34^{\circ}17'13''$  West, a distance of 24.99 feet, to the Point of Curve, of a 98.00 foot radius, non-tangent curve to the right, opposite 88.54 feet Northerly of Centerline Station 10+60.74;

thence along said curve, through a central angle of  $21^{\circ}26'13''$ , a distance of 36.67 feet (chord bears South  $66^{\circ}25'53''$  West, a distance of 36.45 feet), to a point opposite and 70.00 feet Northerly of Centerline Station 10+92.13 on said Centerline;

thence North  $83^{\circ}00'12''$  West, parallel with the centerline of Baker Creek Road, a distance of 206.94 feet, to a point opposite and 70.00 feet Northerly of Centerline Station 12+99.07 on said Centerline;

December 2, 2016



**EXHIBIT A - Page 2 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801700

File 014

thence South  $06^{\circ}59'48''$  West, perpendicular to the centerline of Baker Creek Road, a distance of 70.00 feet, to Centerline Station 12+99.07 on said Centerline.

The centerline of Baker Creek Road is described as follows:

Beginning at centerline station 0+00.00, from which the centerline intersection of Baker Creek Road and NW Meadows Drive bears South  $82^{\circ}10'07''$  East, a distance of 115.50 feet, monumented by a  $5/8''$  iron rod, with a yellow plastic cap inscribed "BARKER PLS 636";

thence North  $82^{\circ}10'07''$  West, a distance of 982.02 feet, to the centerline intersection of Baker Creek Road and NW Hill Road, from which a  $5/8''$  iron rod, with a yellow plastic cap inscribed "BARKER PLS 636" bears North  $02^{\circ}15'10''$  East, a distance of 30.22 feet;

thence continuing North  $82^{\circ}10'07''$  West, a distance of 12.80 feet at Centerline Station 9+94.84;

thence North  $07^{\circ}49'53''$  East, a distance of 5.19 feet at Centerline Station 10+00.00;

thence North  $83^{\circ}00'12''$  West, a distance of 334.21 feet to the Point of Curve at Centerline Station 13+34.20, of a 280.00 foot radius tangent curve to the right;

thence along said curve, through a central angle of  $58^{\circ}45'54''$ , a distance of 287.17 feet (chord bears North  $53^{\circ}37'15''$  West, a distance of 274.76 feet) at Centerline Station 16+21.38;

thence North  $24^{\circ}14'18''$  West, a distance of 78.62 feet at Centerline Station 17+00.00, from which a  $5/8''$  iron rod with an aluminum cap inscribed, "MARIS," bears South  $23^{\circ}47'41''$  East a distance of 232.82 feet.

Bearings are based on County Survey No. 13244,  
Yamhill County Survey Records.

This parcel of land contains 15,285 square feet, more or less, outside the existing right of way.

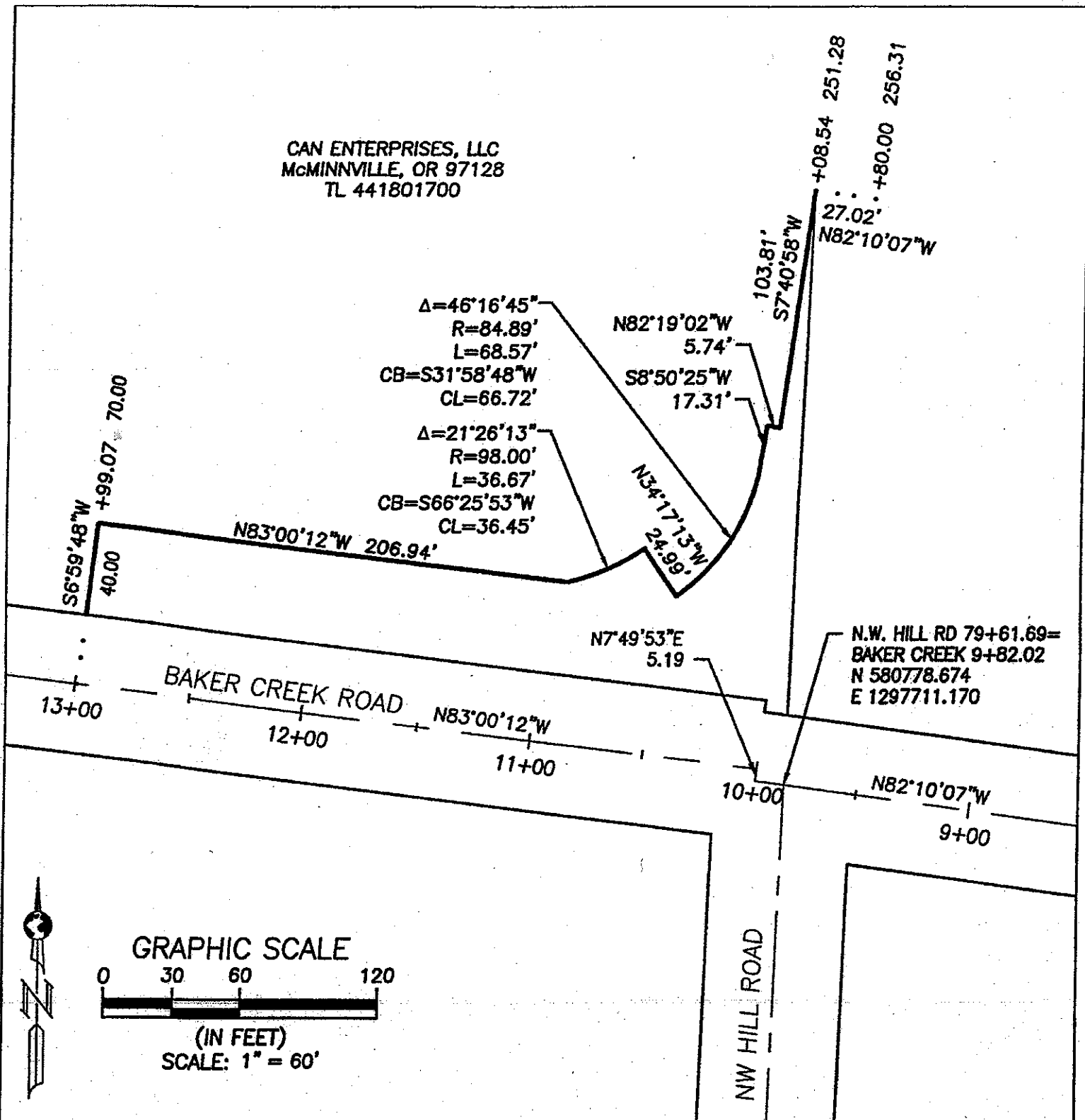
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

CAN ENTERPRISES, LLC  
McMINNVILLE, OR 97128  
TL 441801700



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 014  
VACANT LOT, MCMINNVILLE, OR  
NW 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

DATE DECEMBER 2, 2016

JOB NO. 2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

**FILES 11, 12, &15 - Baker Creek Development**

# HANNA, McELDOWNEY, & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405  
PORTLAND, OR 97225  
(503) 297-9588 Fax: (503) 297-2835

## ESCROW INSTRUCTIONS MEMO

Date: July 12, 2017

To: Jan Winder, Yamhill County Manager  
First American Title Company of Oregon  
775 NE Evans Street  
McMinnville, OR 97128  
[jwinder@firstam.com](mailto:jwinder@firstam.com)  
503-565-2120 (d); 503-312-2168 (c); 503-472-4627 (o)

From: Larry Sherwood, Project Manager  
City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128  
[larry.sherwood@mcminnvilleoregon.gov](mailto:larry.sherwood@mcminnvilleoregon.gov)  
503-434-7312 (o); 503-474-7511 (c)

Project: NW Hill Road Improvement Project  
HMA File #: 11, 12, 15, Baker Creek Development LLC

Order No.: 1039-2756875  
Tax ID: #11: 4.4.18-00200; 145239 (parcel 3 in Lot Book Report)  
#12: 4.4.18-00203; 532606 (parcel 2 in Lot Book Report)  
#15: 4.4.18-00100; 145131 (parcel 1 in Lot Book Report)

Address: Northwest intersection corner of NW Baker Creek Road and NW Hill Road (extended)

---

### Attachments:

Three fully executed Dedication Deeds - TO BE RECORDED

### Instructions:

Grantor: Baker Creek Development LLC  
485 South State Street  
Lake Oswego, OR 97035

Grantee: City of McMinnville, a Municipal Corporation of the State of Oregon

Prepare and forward the Estimated Buyer's Statement to Larry Sherwood, project manager and a copy to Hanna, McEldowney & Associates at [linda.birth@qwestoffice.net](mailto:linda.birth@qwestoffice.net)

Record documents with the County Recorder and return original signed documents to Larry Sherwood, City of McMinnville.

Issue Title Policy to the City of McMinnville.

All costs of escrow and expenses incidental to transfer of the real property interests, including recording fees and title policy issuance, shall be paid by the City of McMinnville.

Instructions prepared by Linda Birth, Hanna, McEldowney & Associates  
[Linda.Birth@QwestOffice.net](mailto:Linda.Birth@QwestOffice.net); 503-297-9588 (o); 503-890-3282 (c)

GRANTOR: Baker Creek Development  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$0.00  
TL 441800200  
File 11

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

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### DEDICATION DEED

BAKER CREEK DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNIVILLE, 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", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$0.00 and other valuable consideration.

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

TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

Dated this 16<sup>TH</sup> day of JUNE, 2017.

[Signature]

Name: GORDON C. ROOT

Title: MANAGER, BAKER CREEK DEVELOPMENT, LLC

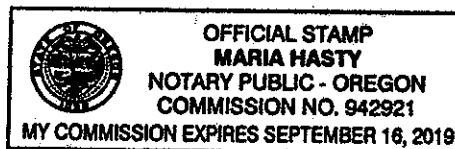
Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Oregon )

) ss.

County of Clackamas



This record was acknowledged before me on June 16, 2017 by Gordon C Root [as Manager] of Baker Creek Development LLC

Maria Hasty  
Notary Public for Oregon  
My Commission Expires: 9/18/19

#### APPROVAL OF CONVEYANCE (ORS 93.808)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Oregon )

) ss.

County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 1**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441800200

File 011

**Parcel 1 – Fee**

A parcel of land lying in the NE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of "Parcel 7" as described in that Statutory Bargain and Sale Deed to Baker Creek Development, LLC, an Oregon limited liability company, recorded January 15, 2016 as Document No. 201600557, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land 48.00 feet in width, lying on the East side of the Centerline of NW Hill Road, which Centerline is described as follows:

Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

thence North 06°39'48" East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 59°11'44", a distance of 516.58 feet (chord bears North 36°15'40" East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of 63°35'41", a distance of 554.97 feet (chord bears North 34°03'42" East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

thence North 02°15'51" East, a distance of 3,383.41 feet to Centerline Station 77+69.10, said Station being the Centerline intersection of said Northwest Hill Road and Baker Creek Road, from which a 5/8" iron rod with yellow plastic cap, marked "Barker PLS 636" bears North 02°15'51" East, a distance of 30.22 feet.

**EXCEPT therefrom**

Existing public right of way.

Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 10,008 square feet, more or less, outside the existing right of way.

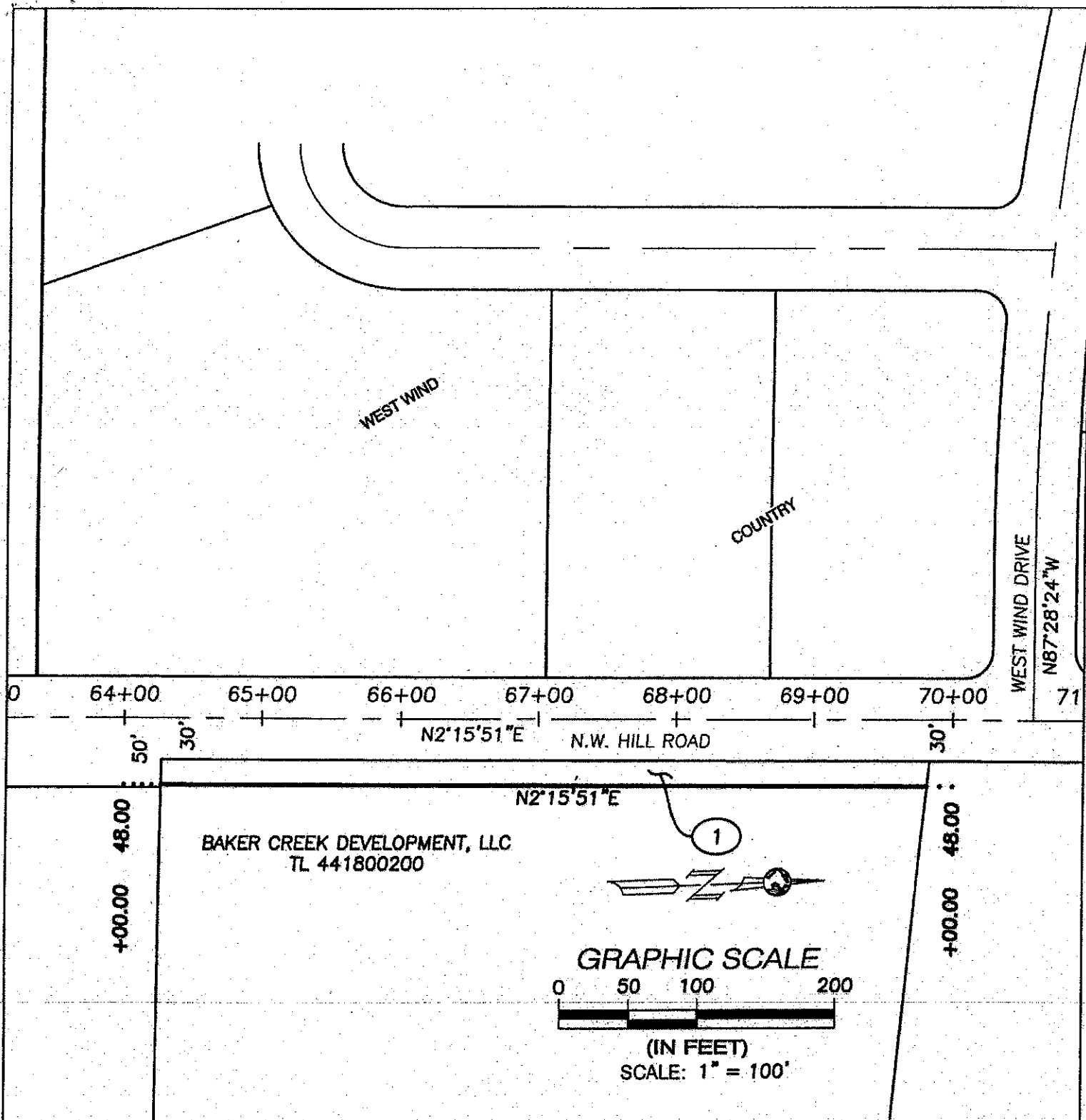
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

December 1, 2016

RENEWAL: 12-31-16



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 011  
NE 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

DATE

DECEMBER 1, 2016

JOB NO.

2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or. 97223  
v. 503.624.0108  
f. 503.624.9058



GRANTOR: Baker Creek Development  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$0.00  
TL 441800203  
File 12

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

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### DEDICATION DEED

BAKER CREEK DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$0.00 and other valuable consideration.

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

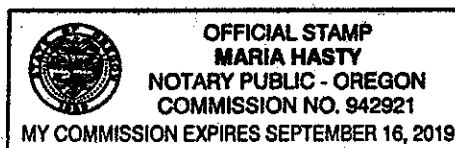
TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

Dated this 16<sup>TH</sup> day of JUNE, 2017.

[Signature]  
Name: GORDON C. ROOT  
Title: MANAGER

\_\_\_\_\_  
Name:  
Title:



State of Oregon                    )  
  ) ss.  
County of Clackamas)

This record was acknowledged before me on June 16, 2017 by Gordon C Root UC  
as Manager of Baker Creek Development  
Maria Hasty  
Notary Public for Oregon  
My Commission Expires: 9/16/19

APPROVAL OF CONVEYANCE (ORS 93.808)

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

\_\_\_\_\_  
Name:  
Title:

State of Oregon                    )  
  ) ss.  
County of Yamhill )

This record was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of the City of McMinnville.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A - Page 1 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441800203

File 012

**Parcel 1 – Fee**

A parcel of land lying in the NE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of "Parcel 6" as described in that Statutory Bargain and Sale Deed to Baker Creek Development, LLC, an Oregon limited liability company, recorded January 15, 2016 as Document No. 201600557, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land variable in width, lying on the East side of the Centerline of NW Hill Road, which Centerline is described as follows:

Beginning at Centerline Station 10+00.00, said Station being the Centerline intersection of Northwest Hill Road and West Second Street, monumented by a 5/8" iron bar, with aluminum disc, marked "City of McMinnville", in a monument case;

thence North 02°14'49" West, a distance of 1,195.53 feet, to a Point of Intersection at Centerline Station 21+95.54, monumented by a 3/4" inside diameter iron pipe;

thence North 06°39'48" East, a distance of 1,118.61 feet, to a Point of Curve at Centerline Station 33+14.14, of a 500.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 59°11'44", a distance of 516.58 feet (chord bears North 36°15'40" East, a distance of 493.91 feet), to a Point of Reverse Curve at Centerline Station 38+30.72, of a 500.00 foot radius, tangent curve to the left;

thence along last said curve, through a central angle of 63°35'41", a distance of 554.97 feet (chord bears North 34°03'42" East, a distance of 526.92 feet), to a Point of Tangency at Centerline Station 43+85.69;

thence North 02°15'51" East, a distance of 3,383.41 feet to Centerline Station 77+69.10, said Station being the Centerline intersection of said Northwest Hill Road and Baker Creek Road, from which a 5/8" iron rod with yellow plastic cap, marked "Barker PLS 636" bears North 02°15'51" East, a distance of 30.22 feet.

**EXHIBIT A - Page 2 of 2**

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441800203

File 012

The width in feet of said strip of land is as follows:

Station	to	Station	Width on East Side of Center Line
69+66.71		70+23.99	48.00
70+23.99		70+29.92	48.00 in a straight line to 55.76
70+29.92		70+32.70	55.76 in a straight line to 65.11
70+32.70		70+83.03	65.11 in a straight line to 64.89
70+83.03		70+85.84	64.89 in a straight line to 55.66
70+85.84		70+91.72	55.66 in a straight line to 48.00
70+91.72		76+80.90	48.00
76+80.90		76+94.21	48.00 in a straight line to 56.30
76+94.21		77+05.11	56.30 in a straight line to 67.58
77+05.11		77+12.96	67.58 in a straight line to 81.16
77+12.96		76+90.10	81.16 in a straight line to 315.68
76+90.10		77+23.84	315.68 in a straight line to 318.97

**EXCEPT therefrom**

Existing public right of way.

Bearings are based on County Survey No. 13244 Yamhill County Survey Records, Yamhill County, Oregon.

This parcel of land contains 19,841 square feet, more or less, outside the existing right of way.

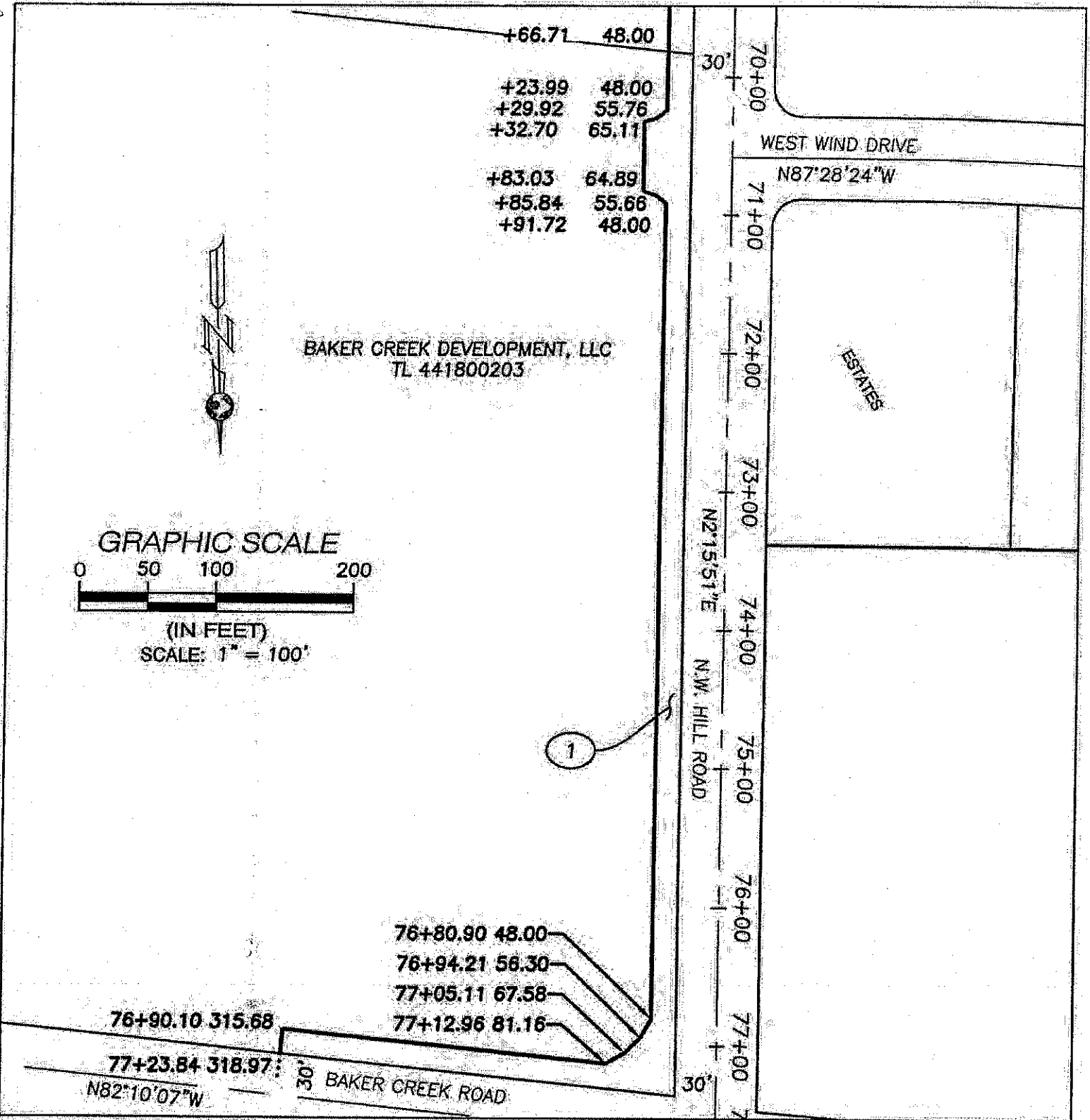
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

December 1, 2016



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 012  
NE 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

DATE

DECEMBER 1, 2016

JOB NO.

2015018

**bluedot**  
group

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

GRANTOR: Baker Creek Development  
GRANTEE: City of McMinnville, Oregon  
CONSIDERATION: \$0.00  
TL 441800100  
File 15

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

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### **DEDICATION DEED**

BAKER CREEK DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTOR(S), conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$0.00 and other valuable consideration.

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



**EXHIBIT A - Page 1 of 2**

**NW Hill Road**

**NW Hill Road Right of Way Acquisition**

**TL 441800100**

**File 015**

**Fee**

A parcel of land lying in the NE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Bargain and Sale Deed to Baker Creek Development LLC, an Oregon Limited Liability Company, recorded January 15, 2016 as Document No. 201600557, Deed Records of Yamhill County, said parcel being that portion of said property described as Parcel 2, Tract 1 of said deed, included in a strip of land variable in width, lying Southerly of the following described line:

Beginning at Centerline Station 6+51.20 on the herein described center line of Baker Creek Road;

thence North 07°48'42" East, a distance of 48.00 feet;

thence North 82°10'07" West, a distance of 240.43 feet to the Point of Curve of a 46.00 foot radius curve to the right, opposite 48.00 feet Northerly of Centerline Station 8+91.63 on said Centerline;

thence along said curve, through a central angle of 21°10'29", a distance of 17.00 feet (chord bears North 40°18'33" West, a distance of 16.90 feet), to a point of Reverse Curve of a 91.00 foot radius curve to the left, opposite and 59.28 feet Northerly of Centerline Station 9+04.22 on said Centerline;

thence along said curve, through a central angle of 61°47'59", a distance of 98.15 feet (chord bears North 60°37'18" West, a distance of 93.46 feet), opposite 84.81 feet Northerly of Centerline Station 10+10.00.



**EXHIBIT A - Page 2 of 2**

NW Hill Road  
NW Hill Road Right of Way Acquisition  
TL 441800100  
File 015

The centerline of Baker Creek Road is described as follows:

Beginning at centerline station 0+00.00, from which the centerline intersection of Baker Creek Road and NW Meadows Drive bears South  $82^{\circ}10'07''$  East, a distance of 115.50 feet, monumented by a  $5/8''$  iron rod, with a yellow plastic cap inscribed "BARKER PLS 636";

thence North  $82^{\circ}10'07''$  West, a distance of 982.02 feet, to the centerline intersection of Baker Creek Road and NW Hill Road, from which a  $5/8''$  iron rod, with a yellow plastic cap inscribed "BARKER PLS 636" bears North  $02^{\circ}15'10''$  East, a distance of 30.22 feet;

thence continuing North  $82^{\circ}10'07''$  West, a distance of 12.80 feet at Centerline Station 9+94.84;

thence North  $07^{\circ}49'53''$  East, a distance of 5.19 feet at Centerline Station 10+00.00;

thence North  $83^{\circ}00'12''$  West, a distance of 334.21 feet to the Point of Curve at Centerline Station 13+34.20, of a 280.00 foot radius tangent curve to the right;

thence along said curve, through a central angle of  $58^{\circ}45'54''$ , a distance of 287.17 feet (chord bears North  $53^{\circ}37'15''$  West, a distance of 274.76 feet) at Centerline Station 16+21.38;

thence North  $24^{\circ}14'18''$  West, a distance of 78.62 feet at Centerline Station 17+00.00, from which a  $5/8''$  iron rod with an aluminum cap inscribed, "MARIS," bears South  $23^{\circ}47'41''$  East a distance of 232.82 feet.

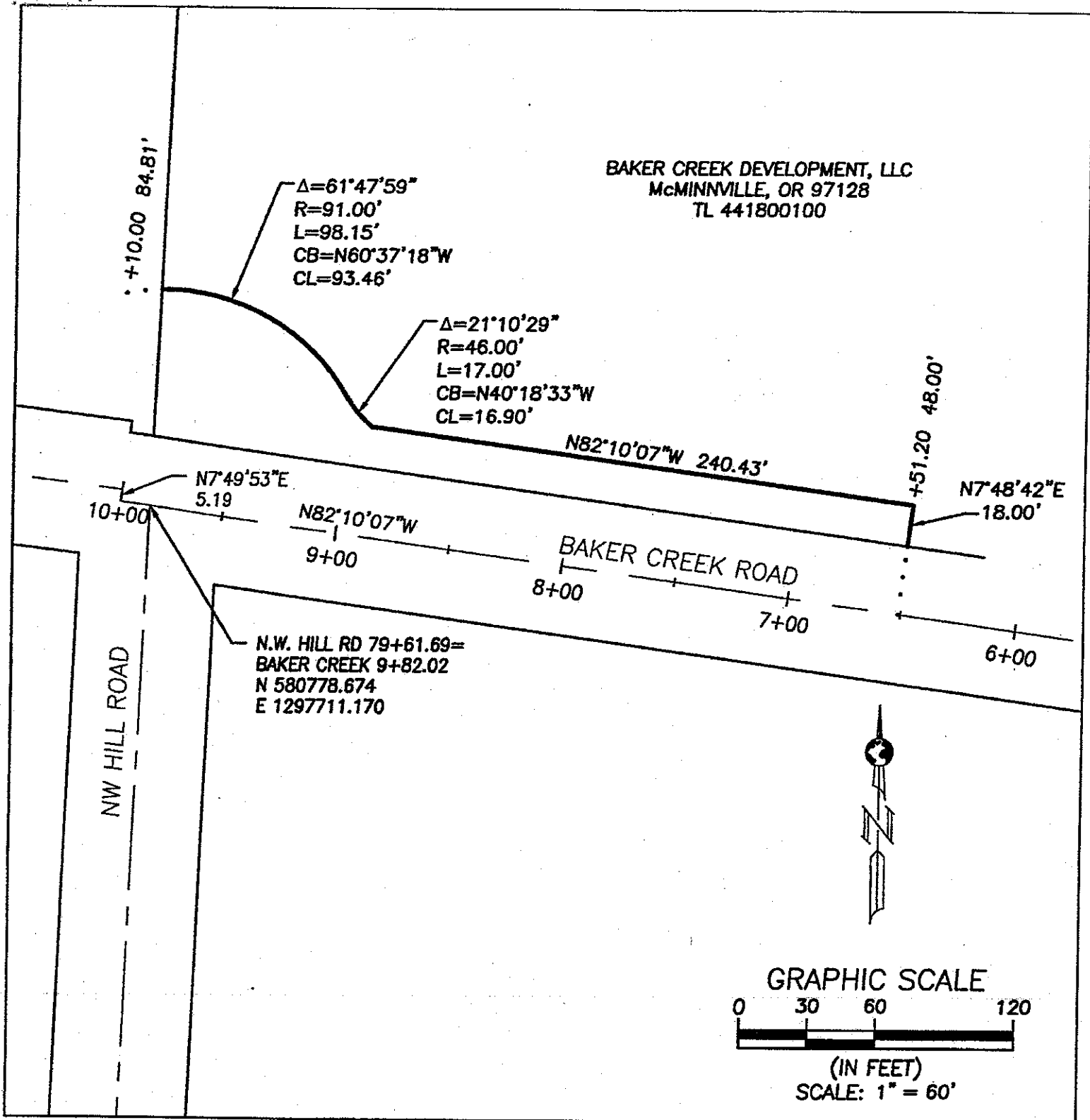
Bearings are based on County Survey No. 13244,  
Yamhill County Survey Records.

This parcel of land contains 9,274 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*  
OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert C. Lennox*

OREGON  
JULY 14, 1998  
ROBERT C. LENNOX  
2886

RENEWAL: 12-31-16

### EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 015  
VACANT LOT, MCMINNVILLE, OR  
NE 1/4 SECTION 18, T4S, R4W, W.M.,  
YAMHILL COUNTY, OREGON

DATE DECEMBER 2, 2016

JOB NO. 2015018

**bluedot  
group**

land surveying & mapping  
11700 sw 67th ave  
portland, or 97223  
v. 503.624.0108  
f. 503.624.9058

## RESOLUTION NO. 2016-88

A Resolution authorizing the acquisition of property for the NW Hill Road transportation bond project, and exercising the power of eminent domain.

### RECITALS:

The City of McMinnville may exercise the power of eminent domain under ORS 223.105(2) and ORS Chapter 35 when deemed necessary by the City Council to accomplish public purposes for which the City has responsibility.

The City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

The City is acting to improve NW Hill Road, from NW 2<sup>nd</sup> Street to Baker Creek Road. The project includes the widening of Hill Road and the installation of turn lanes, bike lanes, sidewalks, landscaping, storm water facilities and the installation of roundabouts at the Hill Road/Wallace Road and Hill Road/Baker Creek Road intersections. The project is consistent with the City's adopted 2010 Transportation System Plan, and funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded.

To accomplish the Project, it is necessary to acquire the fee title interest in eleven (11) parcels, sight line easements over two (2) parcels and temporary construction easements over five (5) parcels of property located along the existing City right-of-way, as described and shown in the attached Exhibit A.

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

1. The foregoing statements of authority and need are true and the Project is in the public interest.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in the attached Exhibit A subject to payment of just compensation and to procedural requirements of Oregon law.
3. The City's staff and the City's agents are authorized to negotiate an agreement with the owner and other persons in interest as to the compensation to be paid for each acquisition and, in the event that no satisfactory agreement can be reached, the City's staff and the City's agents are authorized to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition.
4. The City of McMinnville expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: Jeffries, Menke, Ruden, Yoder

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

Approved this 13th day of December, 2016.

  
\_\_\_\_\_

MAYOR

Approved as to form:

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



## RESOLUTION NO. 2017-24

A Resolution amending Resolution 2016-88, authorizing the acquisition of property for the NW Hill Road transportation bond project, Project 2015-16, and exercising the power of imminent domain.

### RECITALS:

At their December 13, 2016 meeting, the City Council approved Resolution 2016-88 authorizing the acquisition of property for the NW Hill Road transportation bond project, Project 2015-16, and exercising the power of imminent domain under ORS 223.105(2) and ORS Chapter 35.

Resolution 2016-88 authorized the acquisition of the fee title interest in eleven (11) parcels, site distance easements over two (2) parcels and temporary construction easements over five (5) parcels of property located along the existing City right-of-way.

Subsequent to the adoption of Resolution 2016-88, the City's agents determined that the acquisition files did not accurately reflect the ownership of two parcels along the corridor. The acquisition documents did not reflect the transfer of property from the McMinnville School District (taxlot R4418 00701) to Fox Ridge Developers (taxlot R4418 00700) via warranty deed, recorded on February 9, 1996 as document 199601998.

As a result, the acquisition files approved via Resolution 2016-88 need to be amended to reflect a reduction in the amount of property need from the McMinnville School District parcel (taxlot R4418 00701), and the addition of a file to acquire property from Fox Ridge Developers (taxlot R4418 00700). The amendments to Resolution 2016-88 are as described and shown in the attached Exhibit A.

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

1. Resolution 2016-88 is hereby amended to reflect the reduction in the amount of property need from the McMinnville School District parcel (taxlot R4418 00701), and the addition of a file to acquire property from Fox Ridge Developers (taxlot R4418 00700), as described and shown in the attached Exhibit A.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in the attached Exhibit A subject to payment of just compensation and to procedural requirements of Oregon law.
3. The City's staff and the City's agents are authorized to negotiate an agreement with the owner and other persons in interest as to the compensation to be paid for each acquisition and, in the event that no satisfactory agreement can be reached, the City's staff and the City's agents are authorized to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition.
4. The City of McMinnville expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

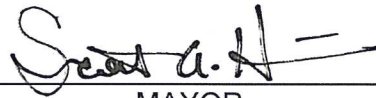
Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28<sup>th</sup> day of March 2017 by the following votes:

Ayes: Drabkin, Jeffries, Stassens

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

Abstention: Ruden

Approved this 28<sup>th</sup> day of March, 2017.



MAYOR

Approved as to form:



CITY ATTORNEY



**City of McMinnville  
City Attorney's Office**  
230 NE Second Street  
McMinnville, OR 97128  
(503) 434-7303

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

## **MEMORANDUM**

**DATE:** July 25, 2017  
**TO:** Jeff Towery, City Manager  
**FROM:** David Koch, City Attorney  
**SUBJECT:** Recology – Solid Waste Collection Franchise Amendment

---

### **Council Goal:**

Plan For and Manage Financial Resources

### **Report in Brief:**

The City's exclusive Solid Waste Collection Franchise Agreement with Recology Western Oregon provides for the payment of a Franchise Administration Fee equal to 3% of Recology's gross income from services provided under the authority of the Franchise Agreement. The proposed action would phase in a fee increase to 5%, by July 1, 2018.

### **Background:**

On January 27, 2009, the City adopted Ordinance 4904, granting an exclusive franchise to Western Oregon Waste (WOW) for the collection of all Solid Waste generated within the city limits of the City of McMinnville (Franchise Agreement). On October 12, 2010, the City Council approved the transfer of the rights granted under the Franchise Agreement from WOW to Recology, Inc. (Recology).

Article IV of the Franchise Agreement provides that Recology shall pay the City a Franchise Administration Fee equal to 3% of Recology's gross income from services provided under the authority of the Franchise Agreement, and authorizes the City Council to amend the amount of the Franchise Fee at any time, at its sole discretion.

### **Discussion:**

City staff is undertaking a review of all franchise agreements awarded by the City to determine whether the agreements are current, reflect best practices for such agreements and establish an appropriate fee assessment in consideration for the franchise. Following a review of the Recology Franchise Agreement and a discussion with Recology staff, City staff has been informed that, based on the typical range for Solid Waste Collection Franchise Fees, an increase in the City's fee to 5% would not be inconsistent with regional practices.

City staff also discussed the potential timing of a fee increase and the impact that such action would have on Recology's operations. Based on this discussion, it is staff's recommendation that a phased implementation of a fee increase would meet the City's objective of updating the fee rate, while minimizing the disruption to Recology's operation.

Staff recommends that the Council approve a Franchise Fee increase as follows:

- Change from 3% to 4%, effective October 1, 2017, and
- Change from 4% to 5%, effective July 1, 2018.

The potential fiscal impact of increasing the Franchise Fee is approximately \$60,700 of additional annual revenue per 1% increase, based on Recology's projected gross income of \$6,069,875 for Calendar Year 2017. This would result in approximately \$30,000 of new revenue for Fiscal Year 2017-18, and \$121,000 of additional projected revenue starting Fiscal year 2018-19.

**Attachments:**

Ordinance \_\_\_\_\_

**Recommendation:**

Approve Ordinance \_\_\_\_\_, amending Ordinance 4904, relating to the Solid Waste Collection Franchise.



ORDINANCE NO. 5033

An Ordinance amending Ordinance 4904, relating to the Solid Waste Collection Franchise.

RECITALS:

On January 27, 2009, the City adopted Ordinance 4904, granting an exclusive franchise to Western Oregon Waste (WOW) for the collection of all Solid Waste generated within the city limits of the City of McMinnville (Franchise Agreement). On October 12, 2010, the City Council approved the transfer of the rights granted under the Franchise Agreement from WOW to Recology, Inc. (Recology).

Article IV of the Franchise Agreement provides that Recology shall pay the City a Franchise Administration Fee equal to 3% of Recology's gross income from services provided under the authority of the Franchise Agreement, and authorizes the City Council to amend the amount of the Franchise Fee at any time, at its sole discretion.

Following discussions with Recology regarding the potential impact of an increase to the Franchise Fee, City staff has recommended an increase in the Franchise Fee to 4%, effective October 1, 2017, and to 5%, effective July 1, 2018.

Now, therefore, THE COMMON COUNCIL FOR THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

1. Ordinance 4904 is amended as provided in the attached Exhibit 1.
2. This Ordinance shall take 30 days after approval.

Passed by the Council on July 25, 2017, by the following votes:

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

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

Approved on July 25, 2017.

\_\_\_\_\_  
MAYOR

Attest:

Approved as to form:

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

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

## **EXHIBIT 1**

Article IV of the Franchise Agreement adopted by the City through Ordinance 4904, is amended as follows:

### **ARTICLE IV – Franchise Administration Fee**

As consideration for the granting of this Franchise and to reimburse the City for the administration thereof, **effective October 1, 2017**, Franchisee shall collect and pay to the City quarterly a fee equal to ~~four~~three percent (~~4%~~ 3%) of Cash Receipts, and **effective July 1, 2018, Franchisee shall collect and pay to the City quarterly a fee equal to five percent (5%) of Cash Receipts.** **The Franchise Fee** may be amended from time to time at the sole option of the City Council.

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
May 2017

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$423,136.61	\$8,336,274.08	\$8,759,410.69
05	Special Assessment	294.33	150,618.82	150,913.15
07	Transient Lodging Tax	64.33	22,000.00	22,064.33
10	Telecommunications	793.51	1,030.00	1,823.51
15	Emergency Communications	279.81	71,094.81	71,374.62
20	Street (State Tax)	789.45	1,896,415.58	1,897,205.03
25	Airport Maintenance	995.08	780,749.03	781,744.11
40	Public Safety Facility Construction	72.35	2,805.24	2,877.59
45	Transportation	659.23	13,378,613.56	13,379,272.79
50	Park Development	633.12	1,235,997.97	1,236,631.09
58	Urban Renewal	517.82	1,600,653.31	1,601,171.13
59	Urban Renewal Debt Service	59.23	306,607.01	306,666.24
60	Debt Service	214.19	1,124,738.83	1,124,953.02
70	Building	585.64	951,000.00	951,585.64
75	Sewer	738.78	1,090,844.64	1,091,583.42
77	Sewer Capital	481.87	19,449,103.65	19,449,585.52
79	Ambulance	4.09	(147,164.72)	(147,160.63)
80	Information Systems & Services	403.14	192,713.61	193,116.75
85	Insurance Reserve	865.19	1,526,290.54	1,527,155.73
CITY TOTALS		431,587.77	51,970,385.96	52,401,973.73

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 431,587.77
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	7,004,183.51
N/A	State of Oregon	Local Government Investment Pool (LGIP)	1.30%	30,578,518.73
N/A	State of Oregon	Park Improvement Bonds (LGIP)	1.30%	749,903.12
N/A	State of Oregon	Transportation Bond (LGIP)	1.30%	11,066,802.19
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	1.30%	1,944,258.89
N/A	MassMutual Financial Group	Group Annuity	3.00%	626,719.52
				<u>\$ 52,401,973.73</u>