



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

City Council Meeting Agenda *(Amended as of January 22, 2018)*
Tuesday, January 23, 2018
6:00 p.m. – Work Session
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 – WORK SESSION – CONFERENCE ROOM

1. Call to Order
2. Discuss possible time change/format for Work Sessions/ City Council Meetings.
3. Adjournment

7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. POSSIBLE APPOINTMENT: Consider a motion to appoint the most qualified candidate to fill the City Council Ward One vacant position for a term expiring December 31, 2018.
4. OATH OF OFFICE – Ward One Councilor
5. 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 comments to 3 minutes per person for a total of 30 minutes. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.*
6. PUBLIC HEARING
 - a. To take testimony and evidence on the following matter: Zoning Ordinance Text Amendment: Chapter 17.55, Wireless Communications Facilities
DOCKET NUMBER: G 4-17
The City of McMinnville is proposing to amend Chapter 17.55 (Wireless Communications Facilities) of the McMinnville Zoning Ordinance to update provisions related to wireless telecommunications facilities to bring it into compliance with current Federal Communications Commission (FCC) regulations and to protect livability in McMinnville.

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. Second reading of **Ordinance No. 5043**: An Ordinance amending Title 17 of the McMinnville City Code Specific to Chapter 17.06, Definitions, and 17.55 Wireless Communications Facilities to help achieve a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations.

8. PRESENTATIONS

- a. Downtown Safety Task Force Update
- b. Mid-Year Budget Report

9. RESOLUTIONS

- a. **Resolution No. 2018-02**: A resolution appointing _____ and _____ as representatives of the City of McMinnville Budget Committee.
- b. **Resolution No. 2018-03**: A Resolution of the City of McMinnville accepting the Annual Financial Report for the McMinnville Urban Renewal Agency for Fiscal Year Ended June 30th, 2017, per Oregon Revised Statute 457.460.
- c. **Resolution No. 2018- 04**: A Resolution awarding the contract for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12.
- d. **Resolution No. 2018- 05**: A Resolution awarding a Contract Amendment 1 for Professional Services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2.
- e. **Resolution No. 2018- 06**: A Resolution Approving an Option and Tower Lease Agreement with Verizon Wireless, LLC.
- f. **Resolution No. 2018- 07**: A Resolution of the City of McMinnville amending a Deed that was recorded on August 18, 1971, in Film Volume 85, Page 1250, Deed and Mortgage Records of Yamhill County.

10. CONSENT AGENDA

- a. Consider the Minutes of January 9, 2018 Regular City Council Meeting.
- b. Consider request from Les Brebis, LLC for an OLCC Winery License located at 2803 NE Orchard Avenue.

11. ADVICE/ INFORMATION ITEMS

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

12. ADJOURNMENT

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NOTICE

City Council

NOTICE IS HEREBY GIVEN that the McMinnville City Council will hold a public hearing on the 23rd day of January, 2018, at the hour of 7:00 p.m. at the McMinnville Civic Hall Building at 200 NE Second Street in the City of McMinnville, Oregon, to take testimony and evidence on the following matter:

ZONING ORDINANCE TEXT AMENDMENT: Chapter 17.55, Wireless Communications Facilities

DOCKET NUMBER: G 4-17

The City of McMinnville is proposing to amend Chapter 17.55 (Wireless Communications Facilities) of the McMinnville Zoning Ordinance to update provisions related to wireless telecommunications facilities to bring it into compliance with current Federal Communications Commission (FCC) regulations and to protect livability in McMinnville.

Persons are hereby invited to attend the McMinnville City Council hearing to observe the proceedings, to register any statements in person, by attorney, or by mail to assist the McMinnville City Council in making a decision.

The decision-making criteria, application, and records concerning this matter are available in the McMinnville Planning Department office at 231 NE Fifth Street, McMinnville, Oregon, during working hours, and on the City of McMinnville website at www.mcminnvilleoregon.gov.

For additional information please contact Chuck Darnell, Associate Planner, at the above address, or by phone at (503) 434-7330.

The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.

Heather Richards
Planning Director

Publish in the Tuesday, January 16, 2018, *News Register*



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 23, 2018
TO: Mayor and City Councilors
FROM: Chuck Darnell, Associate Planner
SUBJECT: **Public Hearing on Ordinance No. 5043** - G 4-17 Zoning Text Amendments to amend Chapter 17.06 (Definitions), and Chapter 17.55 (Wireless Communications Facilities)

Council Goal:

Promote Sustainable Growth and Development

Report in Brief:

This action is a public hearing to consider Ordinance No. 5043, an ordinance amending Chapter 17.06 (Definitions), and Chapter 17.55 (Wireless Communications Facilities) of the McMinnville Zoning Ordinance to update provisions related to wireless telecommunications facilities with a purpose of achieving a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations.

Background:

McMinnville's first Wireless Communications Facilities ordinance (Ordinance 4732) was adopted in June, 2000 as Chapter 17.55 of the McMinnville Zoning Ordinance. This is the first proposed amendment to that Chapter in the 17 years since its original adoption.

Since that time there have been several federal laws governing local regulations of wireless communications facilities.

This zoning text amendment was identified as a priority project in the 2017 Planning Commission work plan.

The Planning Department presented the proposed amendments to the Wireless Communications Facilities chapter to the City Council at the November 28, 2017 meeting. On the day of that meeting, the Planning Department had been contacted by representatives of Verizon Wireless regarding concerns that they had with the proposed amendments. The Planning Department recommended that the City Council schedule a public hearing on Ordinance No. 5043 to allow for additional testimony from the representatives of Verizon Wireless to be considered. The City Council scheduled a public hearing for January 23, 2018, which was noticed in the local newspaper, the News Register, on Tuesday, January 16, 2018.

Discussion:

Since the November 28, 2017 City Council meeting, staff has met with representatives from Verizon Wireless and discussed their concerns. The primary concern from Verizon Wireless was that the proposed wireless communications facilities regulations would not allow for wireless providers to provide coverage throughout the city, particularly in residential areas where regulations would be more restrictive. Verizon also provided additional comments and concerns with the regulation of small cell technology and a proposed requirement to provide analysis of alternative technologies.

These concerns were highlighted in a letter provided to the City Council on November 28, 2017. After the City Council scheduled a public hearing on the proposed wireless communications facilities, Verizon Wireless provided staff with suggested revisions to the proposed ordinance language to better address their concerns. Staff has reviewed the suggested revisions in detail, and based on the suggestions from Verizon Wireless and consultation with legal counsel, staff is recommending some additional amendments to address the concerns raised by Verizon Wireless.

The additional amendments being proposed are listed in detail below. Text that is proposed to be added to the existing regulations is shown in **bold underlined** font while text that is removed is shown in ~~strikeout~~ font. New changes as a result of the consultation with Verizon Wireless since the City Council review on November 28, 2017 are shown in **bold underlined red text**.

Chapter 17.06 – Definitions

Alternative Antenna Support Structures – Roofs of buildings, provided they are 30 feet or more in height above the street grade upon which such buildings front, church steeples, existing and replacement utility poles, flagpoles, street light standards, traffic light and traffic sign structures, billboards and commercial signs, and other similar man-made structures and devices that extend vertically from the ground to a sufficient height or elevation to accommodate the attachment of antennas at an altitude or elevation that is commercially desirable for wireless communications signal transmission and reception. **Antennas cannot serve as an alternative antenna support structure.**

Reasoning for Amendment: The addition of this language will ensure that antennas are not continually added to other antennas to continue adding height onto the principle structure that is serving as the alternative antenna support structure.

Antenna Support Structure – A structure or device **driven into the ground or mounted upon or attached to a foundation** specifically designed, constructed and/or erected for the purpose of attaching, mounting or otherwise affixing antennas at a height, altitude, or elevation which is above the base of such structure. Antenna support structures include, but are not limited to, the following:

- A. Lattice tower: A vertical support structure consisting of a network of crossed metal braces, forming a tower which may be three, four, or more sided.
- B. Monopole tower; a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, pipe, tube or cylindrical structure, typically round or square, ~~and driven into the ground or mounted upon or attached to a foundation.~~

Reasoning for Amendment: Consistency with required construction of lattice and monopole towers.

Distributed Antenna Systems (DAS) – A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a

geographic area or structure. For purposes of this code, Distributed Antenna Systems (DAS) are regulated as Small Cells.

Reasoning for Amendment: Consistency with typical definition of distributed antenna systems.

Small Cells – A small cell facility is a WCF that includes an antenna that is no more than three (3) cubic feet in volume and its associated equipment. Also referred to as Distributed Antenna Systems (or “DAS”). ~~A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure. Small Cell Networks are also commonly referred to as DAS.~~

Reasoning for Amendment: Consistency with typical definition of distributed antenna systems.

Chapter 17.55 – Wireless Communications Facilities

17.55.010 Purpose. Wireless Communications Facilities (WCF) play an important role in meeting the communication needs of the citizens of McMinnville. The purpose of this chapter is to establish appropriate locations, site development standards, and permit requirements to allow for the provision of ~~WCF-wireless communications service~~ while helping McMinnville remain a livable and attractive city.

In accordance with the guidelines and intent of Federal law and the Telecommunications Act of 1996, these regulations are intended to: 1) protect and promote the public health, safety, and welfare of McMinnville citizens; 2) preserve neighborhood character and overall City-wide aesthetic quality; 3) encourage siting of WCF in locations and by means that minimize visible impact through careful site selection, design, configuration, screening, and camouflaging techniques.

As used in this chapter, reference to WCF is broadly construed to mean any facility, along with all of its ancillary equipment, used to transmit and/or receive electromagnetic waves, radio and/or television signals, including telecommunication lattice and monopole towers, and alternative ~~antenna supporting structures, equipment enclosures-cabinets or buildings,~~ parking and storage areas, an all other associated facilities accessory development.

Reasoning for Amendment: Clarification of language and ensuring consistency of language with definitions of wireless communications facilities.

17.55.030 Exemptions. The provisions of this chapter do not apply to:

- E. Modifications to Certain Existing Facilities that Qualify as “Eligible Facilities Requests” Under Federal Law. Any “Eligible Facilities Request” that does not “substantially change” the physical dimensions of a WCF, as those terms are used and defined under 47 U.S.C. 1455(a) and implemented by 47 CFR Section Part 1.40001. Applicants shall submit applications consistent with Section 17.72.020 demonstrating that the proposed modification qualifies as an “eligible facilities request” under applicable federal law, and compliance with all applicable building and structural codes. Filing fees shall be paid by applicants pursuant to Section 17.72.030. All such requests shall be reviewed by the City pursuant to 17.72.100**

Reasoning for Amendment: Consistency with Title 47 of the Code of Federal Regulations (CFR).

17.55.040 Permitted and conditional use locations of antennas, small cells, DAS, antenna support structures and alternative antenna support structures to be used for wireless communications service. All non-exempt (17.55.030) WCF (antennas, antenna support structures, alternative antenna support structures, and small cells and DAS (also known as DAS (Distributed Antenna Systems)) are permitted, conditionally permitted, or prohibited to be located in zones as provided in this Chapter and as listed below:

A. Permitted Uses.

1. Antennas (inclusive of small cells), antenna support structures and alternative antenna support structures are permitted in the M-L (Limited Light Industrial Zone), M-1 (Light Industrial Zone), and M-2 (General Industrial Zone) zones. Antenna support structures are not permitted within the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines).
2. Antennas (inclusive of small cells) mounted to alternative antenna support structures in the O-R, C-1, C-2, and C-3 zones located outside of the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines). However, Unless a conditional use permit is obtained under 17.55.040 (B), such antennas and small cells shall add not more than ten (10) feet to the total height of such structure. Except for small cells installed in the public right-of-way, aAssociated facilities so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building or structure. Such screening materials shall be reviewed and approved by the Planning Director. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1).
3. Antennas (inclusive of small cells) may be mounted to alternative antenna support structures in the R-1, R-2, R-3 and R-4 zones. However, Unless a conditional use permit is obtained under 17.55.040 (B), such antennas and small cells shall not exceed the height of the alternative antenna support structure. Except for small cells installed in the public right-of-way, aAssociated facilities so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building or structure. Such screening materials shall be reviewed and approved by the Planning Director. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1).

- B. Conditional Uses.** In the A-H and F-P all zones other than industrial zones, antenna(s) may be mounted to existing alternative antenna support structures limited to an additional 20-feet in total height added subject to conditional use approval by the Planning Commission. Except for small cells installed in the public right-of-way, sSuch antennas so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the existing building or structure. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1). For properties located within the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines), antennas proposed for mounting on alternative antenna support structures, in addition to all requirements of this Chapter, are subject to conditional use permit approval by the Planning Commission.

- C. Prohibited Uses.** Construction or placement of new antenna support structures in all zones except as permitted by 17.55.040 (A)(1) and in the matrix in 17.55.040 (D).

D. Wireless Communications Facilities Matrix:

<u>WIRELESS FACILITIES</u>		
<u>ZONE</u>	<u>ANTENNA SUPPORT STRUCTURES</u>	<u>ANTENNAS (INCLUSIVE OF SMALL CELLS) MOUNTED TO ALTERNATIVE ANTENNA SUPPORT STRUCTURES*</u>
<u>Residential</u>	<u>Prohibited</u>	<u>Permitted - No additional height added</u>
		<u>Conditional Use – Less than or equal to 20 feet height added</u>
-	-	-
<u>Commercial</u>	<u>Prohibited</u>	<u>Permitted - Less than or equal to 10 feet height added</u>
-	-	<u>Conditional Use - Within Downtown Design District</u>
		<u>Conditional Use – Less than or equal to 20 feet height added</u>
-	-	-
<u>Industrial</u>	<u>Permitted outside of the Downtown Design District</u>	<u>Permitted (100-foot maximum finished height)</u>
-	-	-
<u>Agricultural Holding</u>	<u>Prohibited</u>	<u>Conditional – Less than or equal to 20 feet height added</u>
-	-	-
<u>Floodplain</u>	<u>Prohibited</u>	<u>Conditional – Less than or equal to 20 feet height added</u>

Reasoning for Amendment: The additional amendments would allow for antennas to add height to alternative antenna support structures (roofs of buildings, flagpoles, utility poles, etc.). This was the primary concern provided by Verizon Wireless, which believed that the regulation that did not allow any additional height would limit wireless companies from providing adequate coverage in many areas of the city. Their concerns with providing adequate coverage were focused primarily in residential areas where no additional height would have been allowed. In order to function properly, antennas need to be at an elevation above the built environment. Also, many of the residential areas of the city are located in the west, while new antenna support structures (towers) are only allowed in industrial areas that are primarily in the eastern portion of the city.

The additional amendments proposed would allow for an additional height of up to 20 feet for antennas that are mounted to alternative antenna support structures in residential and commercial zones. These antennas that add height to alternative antenna support structures would be subject to the new stealth and design standards being recommended as part of the amendments to the wireless communications facilities chapter. However, antennas that add additional height would also be subject to a conditional use review process, which would allow for an additional level of review against the conditional use review criteria to ensure that the new antenna is compatible with the surrounding area, has a minimal impact, and will cause no adverse impacts on surrounding properties.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as

being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses).

A. Visual Impact.

1. Antennas. Façade-mounted antennas (inclusive of small cells) shall be architecturally integrated into the building/structural improvement design and otherwise made as unobtrusive as possible. As appropriate, antennas shall be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted antennas shall not extend more than two (2) feet out from the building face. Roof-mounted antennas shall be constructed at the minimum height possible to serve the operator's service area and shall be set back as far from the building edge as possible or otherwise screened to minimize visibility from the public right-of-way and adjacent properties.
 - a. Small Cells on ~~existing or replacement~~ utility poles, ~~street light standards~~, signal poles, etc. shall also conform to the following standards.
 - 1) The antennas ~~and/or replacement utility pole~~ do not project more than 24 inches above the existing utility pole support structure.
 - a. The Planning Director may allow for additional height, up to no more than ten (10) feet above the existing utility pole support structure, if the additional height is required to meet separation requirements from electrical lines. The applicant must also show that there are no alternative sites available that would not require more than an additional 24 inches of height through the alternative site analysis required in 17.55.070(G).
 - 2) No more than a total of two antennas ~~or antenna arrays~~ are located on a single pole.
 - 3) ~~The Any ground-mounted equipment cabinet is no larger than six cubic feet and is~~ concealed from public view by burying or screening by means other than walls or fences.
 - 4) ~~Any pole-mounted equipment or equipment cabinet is painted or finished to match and mounted as close to the pole as is feasible, unless it is incorporated into some other stealth or architectural feature.~~

Reasoning for Amendment: The additional amendments provide more clarification and requirements for small cells installed on utility poles in the public right-of-way. Also, a provision is recommended to be added to allow for the Planning Director to allow additional height from existing utility poles if necessary to meet required setbacks from existing electrical lines. This additional height was suggested by Verizon Wireless. While staff believes that this could be an issue and agrees with allowing additional height, staff is proposing to still require that the applicant provide an alternative site analysis to show that there is no alternative sites available that would not require any additional height.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

2. Height. Freestanding antenna support structures and alternative antenna support structures shall be exempted from the height limitations of the zone in which they are located, but shall not exceed one-hundred (100) feet in Industrial zones unless it is demonstrated that ~~it additional height~~ is necessary. Antennas (inclusive of small cells) shall not exceed fifty (50) feet in height in residential zones, ~~except where such facility is sited on an alternative antenna support structure~~. This exemption notwithstanding, the height and mass of the ~~transmission tower antenna support structure~~ shall be the

minimum which is necessary for its intended use, as demonstrated in a report prepared by a ~~licensed professional RF~~ engineer. A ~~wireless or broadcast communication facility WCF~~ that is attached to an alternative antenna support structure shall not exceed the height indicated in the matrix in 17.55.040 (D). ~~of the alternative antenna support structure by more than ten (10) feet in commercial zones, and for location or collocation on alternative tower structures in residential zones, no increase in height shall be allowed.~~

Reasoning for Amendment: The additional amendments limit the overall height of antennas in residential zones to 50 feet in height. The maximum building height in most residential zones is 35 feet, so the limitation to 50 feet will ensure that antennas are not constructed that are substantially larger than the surrounding built environment. Other additional amendments provide for consistency with the wireless communications facilities definitions and the matrix of permitted wireless communications facilities.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

4. Screening. ~~Except in the public right-of-way, t~~The area around the base of antenna support structures (including any equipment enclosure) is to be fenced, with a sight-obscuring fence a minimum of six feet in height. The fenced area is to be surrounded by evergreen shrubs (or a similar type of evergreen landscaping), placed within a landscaped strip a minimum of ten feet in width. In the event that placement of a proposed antenna support structure and/or equipment enclosure is located in a unique area within a subject site that would not benefit from the addition of landscaped screening, the Planning Director may require that the applicant submit a landscape plan illustrating the addition of a proportional landscape area that will enhance the subject site either at a building perimeter, parking lot, or street frontage, adjacent to or within the subject site.

Reasoning for Amendment: The screening requirement for antenna support structures in the public right-of-way would not be required, as those facilities are already subject to undergrounding and design requirements in Section 17.55.050 (A)(8).

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

5. Color.
 - a. A camouflage or stealth design that blends with the surrounding area shall be utilized for all wireless and broadcast communication facilities unless an alternative design is approved during the land use review process. If an alternative design is approved, all towers, antenna~~se~~ and associated equipment shall be painted a non-reflective, neutral color as approved through the review process. Attached communication facilities shall be painted so as to be identical to or compatible with the existing structure.
 - b. ~~Towers~~Antenna support structures more than 100 feet in height shall be painted in accordance with the Oregon Department of Aviation (ODA) and Federal Aviation Administration (FAA) rules.
 - c. Where ancillary facilities are allowed under this code to be visible, they shall be colored or surfaced so as to blend the facilities with the surrounding natural and built environment, and where mounted on the ground shall be otherwise screened from public view, or placed underground.

Reasoning for Amendment: Consistency with wireless communications facilities definitions.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

6. **Signage. ~~Except when included as part of a camouflage or stealth design, t~~There shall be no signs, symbols, flags, banners, or other such elements attached to or painted or inscribed upon any WCF except for warning and safety signage with a surface area of no more than three (3) square feet. Except as required by law, all signs are prohibited on WCF except for one non-illuminated sign, not to exceed two (2) square feet, which shall be provided at the main entrance to the WCF, stating the owner's name, the wireless operator(s) if different from the owner, and address and a contact name and phone number for emergency purposes.**

Reasoning for Amendment: Allows for signs to be considered as part of a camouflage or stealth design.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

7. **Historic Buildings and Structures. If the application involves the placement of an antenna on a building that is listed in the ~~National Register of Historic Places or the McMinnville Historic Resources Inventory~~~~McMinnville register of historic structures~~, no such permit shall be issued without the prior approval of the McMinnville Historic Landmarks Committee.**

Reasoning for Amendment: Consistency with other language in the Zoning Ordinance.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

8. **Accessory Building Size. Within the public right-of-way, no above-ground accessory buildings shall be permitted. Outside of the public right-of-way, all accessory buildings and structures permitted to contain equipment accessory to a WCF shall not exceed twelve (12) feet in height unless a greater height is necessary and required by a condition of approval to maximize architectural integration. Each accessory building or structure is limited to two hundred (200) square feet, unless approved through a Conditional Use Permit. If approved in a Residential zone or the Downtown ~~Overlay Design~~ District, all equipment and ancillary facilities necessary for the operation of and constructed as part of a ~~WCF wireless or broadcast communication facility~~ shall be placed within an ~~existing structure, incorporated into the WCF's design, or placed within an~~ underground vault specific to the purpose. ~~If it is infeasible to locate the facilities within an existing structure or incorporate them into the WCF's design, and it can be sufficiently demonstrated to the Planning Director that undergrounding a vault would be impractical and/or infeasible (due to high water table, shallow bedrock, etc.) the Planning Director may waive this requirement in place of stealthing and/or screening sufficient to buffer the~~ ~~otherwise undergrounded~~ equipment. For facilities required to be approved as stealth facilities, no fencing around the wireless or broadcast communication facilities shall be allowed.**

Unenclosed storage of materials is prohibited. Other building facilities, including offices, vehicle storage areas or other similar uses not necessary for transmission or relay functions are prohibited unless a separate land use application for such is submitted and approved. Such other facilities shall not be allowed in Residential zones.

Reasoning for Amendment: Consistency with wireless communications facilities definitions, as well as adding the ability for WCF to be placed in existing structures or incorporated into the WCF's design, instead of only allowing for undergrounding of WCF.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

9. **Utility Vaults and Equipment Pedestals. Within the public right-of-way, utility vaults and equipment pedestals associated with WCF must be underground to the maximum extent possible, unless they are incorporated into the design of the WCF as otherwise allowed by this chapter.**

Reasoning for Amendment: Adding the ability for WCF to be incorporated into the WCF's design, instead of only allowing for undergrounding of WCF.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses). [...]

B. Setbacks and Separation.

1. **Setbacks. Except when located in the public right-of-way, aAll WCF antenna support structures shall be set back from any other property line by a distance at least equal to the maximum height of the facility including any antennas or other appurtenances attached thereto, unless this requirement is specifically waived by the Planning Director or the Planning Commission for purposes of mitigating visual impacts or improving compatibility with other uses on the property.**
All WCF are prohibited in a required front yard, rear yard, side yard, or exterior side yard setback of any lot in any zone, and no portion of any antenna shall extend into such setback. For guyed towers or monopoles, all guy anchors shall be located outside of the required site setbacks.

Reasoning for Amendment: Removes setback requirement from WCF located in the public right-of-way, as they would have no property line to be setback from.

17.55.060 Co-location of antennas and antenna support structures.

- A. **For co-locations not exempt under 17.55.030 (E), iIn order to encourage shared use of towers, monopoles, or other facilities for the attachment of WCF, no conditional use permit shall be required for the co-location and addition of equipment, provided that:**
 1. **There is no change to the type of tower or pole.**
 2. **All co-located WCF shall be designed in such a way as to be visually compatible with the structures on which they are placed.**
 3. **All co-located WCF must comply with the conditions and concealment elements of the original tower, pole, or other facility upon which it is co-locating.**
 4. **All accessory equipment shall be located within the existing enclosure, shall not**

result in any exterior changes to the enclosure and, in Residential zones and the Downtown ~~Overlay Design~~ District, shall not include any additional above grade equipment structures.

5. Co-~~location~~ on an alternative ~~tower support~~ structure in a Residential zone or the Downtown ~~Overlay Design~~ District shall require a stealth design.

Reasoning for Amendment: Consistency with wireless communications facilities definitions, Zoning Ordinance language, and wireless communications facilities exemptions.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following:

- A. Payment of all permit fees, plans check fees and inspection fees;
- B. Proof of ownership of the land and/or alternative antenna support structure upon which the requested antenna, enclosure, and/or structure is proposed, or copy of an appropriate easement, lease, ~~or~~ rental agreement, or other owner authorization;

Reasoning for Amendment: Allows for more flexibility for applicants in providing other forms of owner authorization.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- C. Public Meeting. ~~Except when the applicant proposes small cells in the public right-of-way, p~~Prior to submitting an application for a new antenna support structure (as defined in Chapter 17.06), the applicant shall schedule and conduct a ~~public neighborhood~~ meeting to inform the property owners and residents of the surrounding area of the proposal. ~~The neighborhood meeting shall be held in accordance with the requirements for neighborhood meetings in Section 17.72.095 (B) – (G) of the McMinnville Zoning Ordinance. In place of the notification distance described in 17.72.095 (D)(1), the notification distance to be used for new antenna support structures shall be 1,000 feet of the boundaries of the subject property. It is the responsibility of the applicant to schedule the meeting/presentation and provide adequate notification to the residents of the affected area (the affected area being all properties within 1000 feet of the proposed site). Such meeting shall be held no less than 15 days and no more than 45 days from the date that the applicant sends notice to the surrounding property owners. The following provisions shall be applicable to the applicant's obligation to notify the residents of the area affected by the new development application:~~
 - 1. ~~The applicant shall send mailed notice of the public meeting to all property owners within 1,000 feet of the boundaries of the subject property (the subject property includes the boundary of the entire property on which the lease area for the facility lies). The property owner list shall be compiled from the Yamhill County Tax Assessor's property owner list from the most recent property tax assessment roll. The notice shall be sent a minimum of 15 days prior to the public meeting, and shall include at a minimum:~~
 - a. ~~Date, time and location of the public meeting.~~
 - b. ~~A brief written description of the proposal and proposed use, but with enough specificity so that the project is easily discernable.~~
 - c. ~~The location of the subject property, including address (if applicable), nearest cross streets and any other easily understood geographical reference, and a map (such as a tax assessors map) which depicts the~~

subject property.

- ~~2. Evidence showing that the above requirements have been satisfied shall be submitted with the land use application. This shall include: copies of all required notification materials; surrounding property owners list; and, an affidavit from the property owner stating that the above listed requirements were satisfied.~~

Reasoning for Amendment: Refers to recently adopted and now effective neighborhood meeting requirements in Section 17.72.095 (B) – (G) of the McMinnville Zoning Ordinance, rather than creating an additional process. However, the notification distance is specifically set at 1,000 feet, which was the recommended distance from the Planning Commission based on the potential size and impact of WCF.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- D. **Residential Siting Analysis. If a wireless or broadcast communications facility WCF is proposed within a Residential zone, the applicant must demonstrate the need for the new facility and compliance with stealth design requirements for alternative support structure as specified in this Chapter.**

Reasoning for Amendment: Consistency with wireless communications facilities definitions.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- E. **Geographical Survey. The applicant shall identify the geographic service area for the proposed WCF, including a map showing all of the applicant's existing sites in the local service network associated with the gap that the proposed WCF is proposed to close. The applicant shall describe how this service area fits into and is necessary for the service provider's service network. Prior to the issuance of any building permits, applicants for WCF shall provide a copy of the corresponding FCC authorization or license for the facility being built or relocated, if required. This Section is not applicable to applications submitted subject to the provisions of 47 U.S.C. 1455(a) as implemented by 47 CFR Part 1.40001(a) noted in Section 17.55.030(E) above**

Reasoning for Amendment: Relocation of this language from Section 17.55.070 (F), which was revised and updated as described below.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- F. **Visual Impact Analysis. The applicant shall provide a visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette, and proposed screening for all components of the facility. The visual impact analysis shall include photo simulations, the maximum silhouette of the facility, color and finish palette, proposed screening, and other information as necessary to determine visual impact of the facility as seen from multiple directions. The applicant shall include a vicinity map clearly depicting where, within a one-half (1/2) mile radius, any portion of the proposed WCF could be visible., and a graphic simulation showing The photo simulations must show the appearance of**

the proposed WCF and all accessory and ancillary structures from two separate points within the impacted vicinity, accompanied by an assessment of potential mitigation and screening measures. Such points are to be mutually agreed upon by the Planning Director, or the Planning Director's designee, and the applicant. ~~The applicant shall include the locations of the two points on the vicinity map required above. a map showing where the photos were taken. This Section is not applicable to applications submitted subject to the provisions of 47 U.S.C. 1455(a) as implemented by 47 CFR Part 1.40001(a) noted in Section 17.55.030(E) above.~~

Reasoning for Amendment: Relocation of the visual impact analysis requirements from Section 17.55.070 (G) due to duplicative language in the alternative site analysis requirements. The proposed amendments now separate the photo simulations and visual impact analysis into a specific section referring to only this type of analysis.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- G. ~~Visual Impact, Technological~~ Design Options, and Alternative Site Analysis. The applicant shall provide a visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette, and proposed screening for all components of the facility. The analysis shall include photo simulations and other information as necessary to determine visual impact of the facility as seen from multiple directions. The applicant shall include a map showing where the photos were taken. The applicant shall include an analysis of alternative sites and ~~technological~~ design options for the WCF within and outside of the City that are capable of meeting the same service objectives as the preferred site with an equivalent or lesser visual impact. If a new tower or pole is proposed as a part of the proposed WCF, the applicant must demonstrate the need for a new tower or pole and why existing locations or ~~design~~ alternatives, such as the use of microcell technology, cannot be used to meet the identified service objectives. Documentation and depiction of all steps that will be taken to screen or camouflage the WCF to minimize the visual impact of the proposed facility must be submitted.**

Reasoning for Amendment: Relocation of the visual impact analysis requirements to Section 17.55.070 (F) as described above. Also, the requirement to provide an alternative analysis was modified to not specifically reference technology as a focus of the alternatives analysis. Verizon Wireless had provided a comment and concern that the previously recommended language violated the Federal Telecommunications Act of 1996 (FTA) by exhibiting a preference for alternative technologies.

Verizon's argument is, in essence, that requiring applicants to provide information regarding why other "technological design options" (including the specific reference to microcell technology) are not feasible amounts to "discrimination among providers of functionally equivalent services" in violation of the TCA. In support of that position, Verizon cites *New York SMSA Ltd. Partnership v. Town of Clarkstown*, 612 F.3d 97 (2d Cir. 2010). In that case, the Second Circuit Court of Appeals held that the Town of Clarkstown's adoption of a wireless facility review process that explicitly preferenced "preferred alternate technology" including microcell technology. The review process was based on a point system, assigning less points to "macrocell" applications, which in turn subjected the non-microcell applications to a more onerous application process. In invalidating Clarkstown's permitting scheme, the Second Circuit found that the ordinance overreached into the regulation of "technical and operational aspects of wireless telecommunications technology." 612 F.3d at 105.

Legal counsel reviewed the argument, and found that McMinnville's proposed language does not come anywhere near to what Clarkstown put into place. McMinnville's provisions simply require an analysis of other potential sites and design options that might minimize the visual impact. The Federal District Court of Oregon has recognized the authority of local governments to regulate wireless facilities on the sole ground that the use is offensive to aesthetic sensibilities. *Voicestream PCS v. City of Hillsboro*, 301 F.Supp.2d 1251, 1257 (2004), quoting *Oregon v. Hartke*, 240 Or. 35, 46 (1965). Given that holding from our home District, local government bodies in Oregon have focused on the aesthetic component in the regulation and zoning of wireless facilities, and the above Code provisions do that.

Nevertheless, legal counsel and staff recommends the removal of the word "technological" from both the ordinance language. Doing so would eliminate any concern that the City is expressly favoring one kind of technology over another, but is rather emphasizing its interest in aesthetic considerations, and in minimizing overall visual impacts.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- K. Height. The Application shall provide an engineer's diagram, drawn to scale, showing the height of the WCF and all of its above-ground components. Applicants must provide sufficient evidence that establishes that the proposed WCF is designed to the minimum height required to meet the carrier's coverage objectives. ~~If a WCF height will exceed the base height restrictions of the applicable zone, its installation will be predicated upon either an Administrative Variance approval by the Planning Director (17.72.110) or a Variance approval (17.72.120) by the Planning Commission.~~**

Reasoning for Amendment: Height is regulated differently by Section 17.55.040 (D) and Section 17.55.050 (A)(2), which allow for heights taller than what is normally allowed in the underlying zoning district.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- Q. Lighting and Marking. The Application shall describe any proposed lighting and marking of the WCF, including any required by the Oregon Department of Aviation (ODA) or Federal Aviation Administration (FAA).**

Reasoning for Amendment: Including both the state and federal agencies that could require additional safety markings.

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following: [...]

- T. Co-Location Feasibility. A feasibility study for the co-location of any WCF as an alternative to new antenna support structures must be presented and certified by an Oregon-licensed Professional Engineer or RF engineer. Co-location will be required when determined to be feasible. The feasibility study shall include:**
- 1. An inventory, including the location, ownership, height, and design of existing WCF within one-half (1/2) mile of the proposed location of a new WCF. The planning director may share such information with other applicants seeking**

- permits for WCF, but shall not, by sharing such information, in any way represent or warrant that such sites are available or suitable.
2. Documentation of the efforts that have been made to co-locate on existing or previously approved towers, monopoles, or structures. The applicant shall make a good faith effort to contact the owner(s) of all existing or approved towers, monopoles, or structures and shall provide a list of all owners contacted in the area, including the date, form, and content of such contact.
 3. Documentation as to why co-location on existing or proposed towers, monopoles, or commercial structures within one thousand (1,000) feet of the proposed site is not practical or feasible. Co-location shall not be precluded simply because a reasonable fee for shared use is charged or because of reasonable costs necessary to adapt the existing and proposed uses to a shared tower. The Planning Director and/or ~~Development Review Board~~ Planning Commission may consider expert testimony to determine whether the fee and costs are reasonable when balanced against the market and the important aesthetic considerations of the community.

Reasoning for Amendment: Consistency with wireless communications facilities definitions and Zoning Ordinance language.

17.055.100 Abandoned Facilities [...]

- F. The applicant shall submit a ~~bond or~~ cash deposit to be held by the City as security for abatement of the facility as specified herein. The ~~bond or~~ cash deposit shall be equal to 120% of the estimated cost for removal of the facility and restoration of the site. Cost estimates for the removal shall be provided by the applicant based on an independent, qualified engineer's analysis and shall be verified by the City. Upon completion of the abandonment of the facility by the applicant as specified by this section, and inspection by the City, ~~any bond will be released and~~ the entirety of ~~the~~ any cash deposit shall be returned to the applicant.

Reasoning for Amendment: Allows for applicants to submit bond or cash deposits.

17.055.110 Review Process and Approval Criteria. The following procedures shall be applicable to all new ~~wireless and broadcast communication facility~~ WCF applications as specified in the Section:

- A. All new ~~wireless and/or broadcast communication facilities~~ WCF shall be reviewed under this chapter. Applications for new ~~wireless and broadcast communication facilities~~ WCF shall be processed in accordance with the provisions of this section.
- B. Approval Criteria. The City shall approve the application for a ~~wireless or broadcast communication facility~~ WCF on the basis that the proposal complies with the General Development Standards listed in this code above, and upon a determination that the following criteria are met:
 1. The location is the least visible of other possible locations and ~~technological~~ design options that achieve approximately the same signal coverage objectives.

Reasoning for Amendment: Consistency with wireless communications facilities definitions and removal of reference to requirement to provide analysis of alternative technology, as described in more detail above in the reasoning for the amendments to Section 17.55.070 (G).

Fiscal Impact:

There is no anticipated fiscal impact to the City of McMinnville with this decision.

Council Options:

1. **ADOPT** Ordinance No. 5043, approving G 4-17 and adopting the Decision, Findings of Fact and Conclusionary Findings.
2. **CONTINUE THE PUBLIC HEARING** date specific to a future City Council meeting.
3. **DO NOT ADOPT** Ordinance No. 5043.

Recommendation/Suggested Motion:

Staff recommends that the Council adopt Ordinance No. 5043 which would approve the zoning text amendments as recommended by the Planning Commission, with the additional amendments recommended by staff in response to testimony provided since the City Council meeting on November 28, 2017.

“THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE CITY OF McMINNVILLE, I MOVE TO ADOPT ORDINANCE NO. 5043.”

ORDINANCE NO. 5043

AN ORDINANCE AMENDING TITLE 17 OF THE MCMINNVILLE CITY CODE SPECIFIC TO CHAPTER 17.06, DEFINITIONS, AND 17.55 WIRELESS COMMUNICATIONS FACILITIES TO HELP ACHIEVE A MORE DESIRABLE COMMUNITY AESTHETIC WHILE ENSURING CODE COMPLIANCE WITH CURRENT FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS.

RECITALS:

In June, 2000, the City of McMinnville adopted Ordinance No. 4732, amending Title 17 of the McMinnville City Code, including adding Chapter 17.55 to address zoning and development standards for Wireless Communications Facilities. This is the first amendment to that Chapter since its original adoption; and

Since 2000 there have been many federal laws regarding regulating wireless communications facilities; and

The City of McMinnville adopted a FY 2017-2018 Goal to Promote Sustainable Growth and Development. This ordinance helps to achieving a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations; and

The recommended text amendments were reviewed by the McMinnville Planning Commission at a work session held on July 20, 2017 and at public hearings held on August 17, October 19 and November 16, 2017, where the Commission then unanimously recommended that the Council approve the proposed amendments to Chapter 17.06 and to Chapter 17.55 of the McMinnville City Code.

The City Council considered the Planning Commission's recommended text amendments at their meeting on November 28, 2017, but scheduled a public hearing for a future date to allow for additional public testimony to be provided and considered.

The City Council held a public hearing on January 23, 2018, allowed for additional testimony, and considered additional text amendments recommended by staff to address comments and concerns provided in public testimony provided.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That Section 17.06 and 17.55 of the McMinnville City Code is amended as provided in Exhibit A. Text that is added is shown in **bold underlined** font while text that is removed is shown in ~~strikeout~~ font.; and
2. That the Council adopts the Findings of Fact, Conclusionary Findings, and Decision as documented in Exhibit B for G 4-17; and
3. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the Council this 23rd day of January, 2018, by the following votes:

Ayes:

Nays:

SIGNATURE PAGE:

MAYOR

Approved as to form:

Attest:


CITY ATTORNEY

CITY RECORDER



CITY OF MCM MINNVILLE
PLANNING DEPARTMENT
 231 NE FIFTH STREET
 MCMINNVILLE, OR 97128
 503-434-7311
www.mcminnvilleoregon.gov

PROPOSED AMENDMENTS TO THE MCMINNVILLE MUNICIPAL CITY CODE

New proposed language is represented by **bold underline font**, deleted language is represented by ~~strikethrough font~~.

Chapter 17.06 DEFINITIONS

17.06.050 Wireless Communication Facilities Related Definitions. For the purpose of Wireless Communication Facilities (Chapter 17.55), the following definitions shall apply.

Alternative Antenna Support Structures – Roofs of buildings, provided they are 30 feet or more in height above the street grade upon which such buildings front, church steeples, existing and replacement utility poles, flagpoles, street light standards, traffic light and traffic sign structures, billboards and commercial signs, and other similar man-made structures and devices that extend vertically from the ground to a sufficient height or elevation to accommodate the attachment of antennas at an altitude or elevation that is commercially desirable for wireless communications signal transmission and reception. **Antennas cannot serve as an alternative antenna support structure.**

Antenna – A specific device used to receive or capture incoming and/or to transmit outgoing radio-frequency (RF) signals, microwave signals, and/or other communications energy transmitted from, or to be received by, other antennas. Antennas regulated by Chapter 17.55 (Wireless Communications Facilities) include omni-directional (or “whip”) antennas, directional (or “panel”) antennas, parabolic (or “dish”) antennas, **small cell** and any other devices designed for the reception and/or transmission of radio-frequency (RF) signals or other communication technologies.

~~Antenna Array – Two or more antenna as defined above.~~

Antenna Support Structure – A structure or device **driven into the ground or mounted upon or attached to a foundation** specifically designed, constructed and/or erected for the purpose of attaching, mounting or otherwise affixing antennas at a height, altitude, or elevation which is above the base of such structure. Antenna support structures include, but are not limited to, the following:

- A. Lattice tower: A vertical support structure consisting of a network of crossed metal braces, forming a tower which may be three, four, or more sided.
- B. Monopole tower; a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, pipe, tube or cylindrical structure, typically round or square, ~~and driven into the ground or mounted upon or attached to a foundation.~~

Co-location – Utilization of a single antenna support structure, alternative antenna support structure, or an underground conduit or duct, by more than one wireless communications service provider.

Distributed Antenna Systems (DAS) – A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure. For purposes of this code, Distributed Antenna Systems (DAS) are regulated as Small Cells.

Equipment Enclosure – A small structure, shelter, cabinet, box or vault designed for and used to house and protect the electronic equipment necessary and/or desirable for processing wireless communications signals and data, including any provisions for air conditioning, ventilation, or auxiliary electricity generators.

Facilities – All equipment and property associated with the construction of antenna support structures, antenna arrays, and antennas, including but not limited to cables, wires, conduits, ducts, pedestals, antennas of all descriptions, electronic and mechanical equipment and devices, and buildings and similar structures.

Radio Frequency (RF) Engineer – A professional engineer licensed in Oregon, with a degree in electrical engineering, and demonstrated accreditation and experience to perform and certify radio frequency radiation measurements.

Small Cells – A small cell facility is a WCF that includes an antenna that is no more than three (3) cubic feet in volume and its associated equipment. Also referred to as Distributed Antenna Systems (or “DAS”).

Wireless Communications Facility (WCF) – An unstaffed facility for the transmission and/or reception of RF, microwave or other signals for commercial communications purposes, typically consisting of an equipment enclosure, an antenna support structure or an alternative antenna support structure, and one or more antennas.

Wireless Communications Service – The providing or offering for rent, sale, lease, or in exchange for other consideration, of the transmittal and reception of voice, data, image, graphic, and other information by the use of current or future wireless communications.

Chapter 17.55

WIRELESS COMMUNICATIONS FACILITIES

(as amended by Ord. 5043, November 2017, Ord. 4732, June 2000)

Sections:

<u>17.55.010</u>	<u>Purpose.</u>
<u>17.55.020</u>	<u>Definitions.</u>
<u>17.55.030</u>	<u>Exemptions.</u>
<u>17.55.040</u>	<u>Permitted and conditional use locations of antennas, antenna support structures and alternative antenna support structures to be used for wireless communication service.</u>
<u>17.55.050</u>	<u>Development Review Standards</u>
<u>17.55.060</u>	<u>Co-location of antennas and antenna support structures.</u>
<u>17.55.070</u>	<u>Application for permit for antennas, antenna support structures, and equipment enclosures.</u>
<u>17.55.080</u>	<u>Speculation tower</u>
<u>17.55.090</u>	<u>Owner's responsibility</u>

17.55.100 Abandoned Facilities

17.55.110 Review Process and Approval Criteria

17.55.010 Purpose. Wireless Communications Facilities (WCF) play an important role in meeting the communication needs of the citizens of McMinnville. The purpose of this chapter is to establish appropriate locations, site development standards, and permit requirements to allow for the provision of wireless communications service while helping McMinnville remain a livable and attractive city.

In accordance with the guidelines and intent of Federal law and the Telecommunications Act of 1996, these regulations are intended to: 1) protect and promote the public health, safety, and welfare of McMinnville citizens; 2) preserve neighborhood character and overall City-wide aesthetic quality; 3) encourage siting of WCF in locations and by means that minimize visible impact through careful site selection, design, configuration, screening, and camouflaging techniques.

As used in this chapter, reference to WCF is broadly construed to mean any facility, along with all of its ancillary equipment, used to transmit and/or receive electromagnetic waves, radio and/or television signals, including telecommunication lattice and monopole towers, and alternative antenna support structures, equipment enclosures, parking and storage areas, and all other associated facilities.

17.55.020 Definitions. For the purposes of this section, refer to Section 17.06.050 for Wireless Communications Facility related definitions. (Ord. 4952 §1, 2012).

17.55.030 Exemptions. The provisions of this chapter do not apply to:

- A. Federally licensed amateur radio stations,
- B. Antennas (including direct-to-home satellite dishes, TV antennas, and wireless cable antennas) used by viewers to receive video programming signals from direct broadcast facilities, broadband radio service providers, and TV broadcast stations regardless of the zoning designation of the site outside of the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines).
- C. Public SCADA (supervisory control and data acquisition) and similar systems.
- D. Cell on Wheels which are portable mobile cellular sites that provide temporary network and wireless coverage, are permitted as temporary uses in all zones for a period not to exceed sixty (60) days, except that such time period may be extended by the City during a period of emergency as declared by the City, County, or State; a typical example of Cells on Wheels would be a mobile news van used for broadcasting coverage of an event or other news.
- E. Modifications to Certain Existing Facilities that Qualify as "Eligible Facilities Requests" Under Federal Law. Any "Eligible Facilities Request" that does not "substantially change" the physical dimensions of a WCF, as those terms are used and defined under 47 U.S.C. 1455(a) and implemented by 47 CFR Section 1.40001. Applicants shall submit applications consistent with Section 17.72.020 demonstrating that the proposed modification qualifies as an "eligible facilities request" under applicable federal law, and compliance with all applicable building and structural codes. Filing fees shall be paid by applicants pursuant to Section 17.72.030. All such requests shall be reviewed by the City pursuant to 17.72.100

17.55.040 Permitted and conditional use locations of antennas, small cells,

DAS, antenna support structures and alternative antenna support structures to be used for wireless communications service. All non-exempt (17.55.030) WCF (antennas, antenna support structures, alternative antenna support structures, small cells and DAS) are permitted, conditionally permitted, or prohibited to be located in zones as provided in this Chapter and as listed below:

A. Permitted Uses.

- 1. Antennas (inclusive of small cells), antenna support structures and alternative antenna support structures are permitted in the M-L (Limited Light Industrial Zone), M-1 (Light Industrial Zone), and M-2 (General Industrial Zone) zones. Antenna support structures are not permitted within the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines).**
- 2. Antennas (inclusive of small cells) mounted to alternative antenna support structures in the O-R, C-1, C-2, and C-3 zones located outside of the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines). Unless a conditional use permit is obtained under 17.55.040 (B), such antennas and small cells shall add not more than ten (10) feet to the total height of such structure. Except for small cells installed in the public right-of-way, associated facilities so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building or structure. Such screening materials shall be reviewed and approved by the Planning Director. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1).**
- 3. Antennas (inclusive of small cells) may be mounted to alternative antenna support structures in the R-1, R-2, R-3 and R-4 zones. Unless a conditional use permit is obtained under 17.55.040 (B), such antennas and small cells shall not exceed the height of the alternative antenna support structure. Except for small cells installed in the public right-of-way, associated facilities so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building or structure. Such screening materials shall be reviewed and approved by the Planning Director. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1).**

- B. Conditional Uses. In all zones other than industrial zones, antenna(s) may be mounted to existing alternative antenna support structures limited to an additional 20-feet in total height added subject to conditional use approval by the Planning Commission. Except for small cells installed in the public right-of-way, such antennas so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the existing building or structure. Small cells installed in the public right-of-way are subject to 17.55.050 (A)(1). For properties located within the area identified in Chapter 17.59 (Downtown Design Standards and Guidelines), antennas proposed for mounting on alternative antenna support structures, in addition to all requirements of this Chapter, are subject to conditional use permit approval by the Planning Commission.**

- C. Prohibited Uses. Construction or placement of new antenna support structures in all zones except as permitted by 17.55.040 (A)(1) and in the matrix in 17.55.040 (D).
- D. Wireless Communications Facilities Matrix:

<u>WIRELESS FACILITIES</u>		
<u>ZONE</u>	<u>ANTENNA SUPPORT STRUCTURES</u>	<u>ANTENNAS (INCLUSIVE OF SMALL CELLS) MOUNTED TO ALTERNATIVE ANTENNA SUPPORT STRUCTURES*</u>
<u>Residential</u>	<u>Prohibited</u>	<u>Permitted - No additional height added</u>
		<u>Conditional Use – Less than or equal to 20 feet height added</u>
-	-	-
<u>Commercial</u>	<u>Prohibited</u>	<u>Permitted - Less than or equal to 10 feet height added</u>
-	-	<u>Conditional Use - Within Downtown Design District</u>
		<u>Conditional Use – Less than or equal to 20 feet height added</u>
-	-	-
<u>Industrial</u>	<u>Permitted outside of the Downtown Design District</u>	<u>Permitted (100-foot maximum finished height)</u>
-	-	-
<u>Agricultural Holding</u>	<u>Prohibited</u>	<u>Conditional – Less than or equal to 20 feet height added</u>
-	-	-
<u>Floodplain</u>	<u>Prohibited</u>	<u>Conditional – Less than or equal to 20 feet height added</u>

* Subject to the requirements of Chapter 17.55.

17.55.050 Development review standards.

All WCF shall comply with the following design and review standards, unless identified as being legally non-conforming (grandfathered) as per the requirements of Chapter 17.63 (Nonconforming Uses).

A. Visual Impact.

1. Antennas. Façade-mounted antennas (inclusive of small cells) shall be architecturally integrated into the building/structural improvement design and otherwise made as unobtrusive as possible. As appropriate, antennas shall be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted antennas shall not extend more than two (2) feet out from the building face. Roof-mounted antennas shall be constructed at the minimum height possible to serve the operator's service area and shall be set back as far from the building edge as possible or otherwise

screened to minimize visibility from the public right-of-way and adjacent properties.

a. Small Cells on existing or replacement utility poles, street light standards, signal poles, etc. shall also conform to the following standards.

1) The antennas and/or replacement utility pole do not project more than 24 inches above the existing utility pole support structure.

a. The Planning Director may allow for additional height, up to no more than ten (10) feet above the existing utility pole support structure, if the additional height is required to meet separation requirements from electrical lines. The applicant must also show that there are no alternative sites available that would not require more than an additional 24 inches of height through the alternative site analysis required in 17.55.070(G).

2) No more than a total of two antennas are located on a single pole.

3) Any ground-mounted equipment cabinet is concealed from public view by burying or screening by means other than walls or fences.

4) Any pole-mounted equipment or equipment cabinet is painted or finished to match and mounted as close to the pole as is feasible, unless it is incorporated into some other stealth or architectural feature.

2. Height. Freestanding antenna support structures and alternative antenna support structures shall be exempted from the height limitations of the zone in which they are located, but shall not exceed one-hundred (100) feet in Industrial zones unless it is demonstrated that additional height is necessary. Antennas (inclusive of small cells) shall not exceed fifty (50) feet in height in residential zones. This exemption notwithstanding, the height and mass of the antenna support structure shall be the minimum which is necessary for its intended use, as demonstrated in a report prepared by a RF engineer. A WCF that is attached to an alternative antenna support structure shall not exceed the height indicated in the matrix in 17.55.040 (D).

3. Visual Impact. All WCF shall be designed to minimize the visual impact to the maximum extent possible by means of placement, screening, landscaping and camouflage. All WCF shall also be designed to be compatible with existing architectural elements, building materials, and other site characteristics. All WCF shall be sited in such a manner as to minimize the visual impact to the viewshed from other properties. The use of camouflage technique(s), as found acceptable to the Planning Director to conceal antennas, associated equipment and wiring, and antenna supports is required.

4. Screening. Except in the public right-of-way, the area around the base of antenna support structures (including any equipment enclosure) is to be fenced, with a sight-obscuring fence a minimum of six feet in height. The fenced area is to be surrounded by evergreen shrubs (or a similar type of evergreen landscaping), placed within a landscaped strip a minimum of ten feet in width. In the event that placement of a proposed antenna support structure and/or equipment enclosure is located in a unique area within a subject site that would not benefit from the addition of landscaped screening, the Planning Director may require that the applicant submit a landscape plan illustrating the addition of a

proportional landscape area that will enhance the subject site either at a building perimeter, parking lot, or street frontage, adjacent to or within the subject site.

5. Color.
 - a. A camouflage or stealth design that blends with the surrounding area shall be utilized for all wireless and broadcast communication facilities unless an alternative design is approved during the land use review process. If an alternative design is approved, all towers, antennas and associated equipment shall be painted a non-reflective, neutral color as approved through the review process. Attached communication facilities shall be painted so as to be identical to or compatible with the existing structure.
 - b. Antenna support structures more than 100 feet in height shall be painted in accordance with the Oregon Department of Aviation (ODA) and Federal Aviation Administration (FAA) rules.
 - c. Where ancillary facilities are allowed under this code to be visible, they shall be colored or surfaced so as to blend the facilities with the surrounding natural and built environment, and where mounted on the ground shall be otherwise screened from public view, or placed underground.
6. Signage. Except when included as part of a camouflage or stealth design, there shall be no signs, symbols, flags, banners, or other such elements attached to or painted or inscribed upon any WCF except for warning and safety signage with a surface area of no more than three (3) square feet. Except as required by law, all signs are prohibited on WCF except for one non-illuminated sign, not to exceed two (2) square feet, which shall be provided at the main entrance to the WCF, stating the owner's name, the wireless operator(s) if different from the owner, and address and a contact name and phone number for emergency purposes.
7. Historic Buildings and Structures. If the application involves the placement of an antenna on a building that is listed in the National Register of Historic Places or the McMinnville Historic Resources Inventory, no such permit shall be issued without the prior approval of the McMinnville Historic Landmarks Committee.
8. Accessory Building Size. Within the public right-of-way, no above-ground accessory buildings shall be permitted. Outside of the public right-of-way, all accessory buildings and structures permitted to contain equipment accessory to a WCF shall not exceed twelve (12) feet in height unless a greater height is necessary and required by a condition of approval to maximize architectural integration. Each accessory building or structure is limited to two hundred (200) square feet, unless approved through a Conditional Use Permit. If approved in a Residential zone or the Downtown Design District, all equipment and ancillary facilities necessary for the operation of and constructed as part of a WCF shall be placed within an existing structure, incorporated into the WCF's design, or placed within an underground vault specific to the purpose. If it is infeasible to locate the facilities within an existing structure or incorporate them into the WCF's design, and it can be sufficiently demonstrated to the Planning Director that undergrounding a vault would be impractical and/or infeasible (due to high water table, shallow bedrock, etc.) the Planning Director may waive this requirement in place of stealthing and/or screening sufficient to buffer the equipment. For

facilities required to be approved as stealth facilities, no fencing around the wireless or broadcast communication facilities shall be allowed. Unenclosed storage of materials is prohibited. Other building facilities, including offices, vehicle storage areas or other similar uses not necessary for transmission or relay functions are prohibited unless a separate land use application for such is submitted and approved. Such other facilities shall not be allowed in Residential zones.

9. Utility Vaults and Equipment Pedestals. Within the public right-of-way, utility vaults and equipment pedestals associated with WCF must be underground to the maximum extent possible, unless they are incorporated into the design of the WCF as otherwise allowed by this chapter.
10. Parking. No net loss in minimum required parking spaces shall occur as a result of the installation of any WCF.
11. Sidewalks and Pathways. Cabinets and other equipment shall not impair pedestrian use of sidewalks or other pedestrian paths or bikeways on public or private land.
12. Lighting. No antennas, or antenna support structures shall be artificially lighted except as required by the FAA or other State or Federal governmental agency. All other site lighting for security and maintenance purposes shall be shielded and directed downward, unless otherwise required under Federal law.

B. Setbacks and Separation.

1. Setbacks. Except when located in the public right-of-way, all WCF antenna support structures shall be set back from any other property line by a distance at least equal to the maximum height of the facility including any antennas or other appurtenances attached thereto, unless this requirement is specifically waived by the Planning Director or the Planning Commission for purposes of mitigating visual impacts or improving compatibility with other uses on the property. All WCF are prohibited in a required front yard, rear yard, side yard, or exterior side yard setback of any lot in any zone, and no portion of any antenna shall extend into such setback. For guyed towers or monopoles, all guy anchors shall be located outside of the required site setbacks.
2. Separation. No antenna support structure shall be permitted to be constructed, installed or erected within 1,000 feet of any other antenna support structure that is owned, operated, or occupied by the same wireless communications service. Exceptions to this standard may be permitted by the Planning Director if, after reviewing evidence submitted by the service provider, the Director finds that: 1) a closer spacing is required in order to provide adequate wireless communication service to the subject area; and, 2) the service provider has exhausted all reasonable means of co-locating on other antenna support structures that may be located within the proposed service area. Antennas mounted on rooftops or City-approved alternative support structures shall be exempt from these minimum separation requirements. However, antennas and related equipment may be required to be set back from the edge of the roof line in order to minimize their visual impact on surrounding properties and must be screened in a manner found acceptable to the reviewing authority.

17.55.060 Co-location of antennas and antenna support structures.

- A. For co-locations not exempt under 17.55.030 (E), in order to encourage shared use of towers, monopoles, or other facilities for the attachment of WCF, no conditional use permit shall be required for the co-location and addition of equipment, provided that:**
- 1. There is no change to the type of tower or pole.**
 - 2. All co-located WCF shall be designed in such a way as to be visually compatible with the structures on which they are placed.**
 - 3. All co-located WCF must comply with the conditions and concealment elements of the original tower, pole, or other facility upon which it is co-locating.**
 - 4. All accessory equipment shall be located within the existing enclosure, shall not result in any exterior changes to the enclosure and, in Residential zones and the Downtown Design District, shall not include any additional above grade equipment structures.**
 - 5. Co-location on an alternative support structure in a Residential zone or the Downtown Design District shall require a stealth design.**
 - 6. The equipment shall not disturb, or will mitigate any disturbed, existing landscaping elements according to that required in a landscape plan previously approved by the Landscape Review Committee. If no such plan exists, a new landscape plan for the affected area must be submitted to and reviewed by the Landscape Review Committee prior to installation of the subject facility.**
 - 7. Placement of the equipment does not entail excavation or deployment outside of the site of the current facility where co-location is proposed.**
 - 8. A building permit shall be required for such alterations or additions. Documentation shall be provided by an Oregon-licensed Professional Engineer verifying that changes or additions to the tower structure will not adversely affect the structural integrity of the tower.**
 - 9. Additional Application Requirements for Co-Location.**
 - a. A copy of the site plan approved for the original tower, pole, or other base station facility, to which the co-location is proposed.**
 - b. A detailed Site Plan as part of a set of drawings stamped by a Registered Architect or Professional Engineer delineating development on-the-ground is consistent with the approved site plan.**

17.55.070 Application for permit for antennas, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following:

- A. Payment of all permit fees, plans check fees and inspection fees;**
- B. Proof of ownership of the land and/or alternative antenna support structure upon which the requested antenna, enclosure, and/or structure is proposed, or copy of an appropriate easement, lease, rental agreement, or other owner authorization;**
- C. Public Meeting. Except when the applicant proposes small cells in the public right-of-way, prior to submitting an application for a new antenna support structure (as defined in Chapter 17.06), the applicant shall schedule and conduct a neighborhood meeting to inform the property owners and residents of the surrounding area of the proposal. The neighborhood meeting shall be held in accordance with the requirements for neighborhood meetings in Section 17.72.095 (B) – (G) of the McMinnville Zoning Ordinance. In place of the notification distance described in 17.72.095 (D)(1), the**

- notification distance to be used for new antenna support structures shall be 1,000 feet of the boundaries of the subject property.
- D. Residential Siting Analysis. If a WCF is proposed within a Residential zone, the applicant must demonstrate the need for the new facility and compliance with stealth design requirements for alternative support structure as specified in this Chapter.
- E. Geographical Survey. The applicant shall identify the geographic service area for the proposed WCF, including a map showing all of the applicant's existing sites in the local service network associated with the gap that the proposed WCF is proposed to close. The applicant shall describe how this service area fits into and is necessary for the service provider's service network. Prior to the issuance of any building permits, applicants for WCF shall provide a copy of the corresponding FCC authorization or license for the facility being built or relocated, if required. This Section is not applicable to applications submitted subject to the provisions of 47 U.S.C. 1455(a) as implemented by 47 CFR Part 1.40001(a) noted in Section 17.55.030(E) above.
- F. Visual Impact Analysis. The applicant shall provide a visual impact analysis for all components of the facility. The visual impact analysis shall include photo simulations, the maximum silhouette of the facility, color and finish palette, proposed screening, and other information as necessary to determine visual impact of the facility as seen from multiple directions. The applicant shall include a vicinity map clearly depicting where, within a one-half (1/2) mile radius, any portion of the proposed WCF could be visible. The photo simulations must show the appearance of the proposed WCF and all accessory and ancillary structures from two separate points within the impacted vicinity, accompanied by an assessment of potential mitigation and screening measures. Such points are to be mutually agreed upon by the Planning Director, or the Planning Director's designee, and the applicant. The applicant shall include the locations of the two points on the vicinity map required above.
- G. Design Options and Alternative Site Analysis. The applicant shall include an analysis of alternative sites and design options for the WCF within and outside of the City that are capable of meeting the same service objectives as the preferred site with an equivalent or lesser visual impact. If a new tower or pole is proposed as a part of the proposed WCF, the applicant must demonstrate the need for a new tower or pole and why existing locations or alternatives cannot be used to meet the identified service objectives. Documentation and depiction of all steps that will be taken to screen or camouflage the WCF to minimize the visual impact of the proposed facility must be submitted.
- H. Number of WCF. The Application shall include a detailed narrative of all of the proposed equipment and components to be included with the WCF, including, but not limited to, antennas and arrays; equipment cabinets; back-up generators; air conditioning units; towers; monopoles; lighting; fencing; wiring, housing; and screening. The applicant must provide the number of proposed WCF at each location and include renderings of what the WCF will look like when screened. The Application must contain a list of all equipment and cable systems to be installed, including the maximum and minimum dimensions of all proposed equipment.
- I. Safety Hazards. Any and all known or expected safety hazards for any of the WCF facilities must be identified and the applicant who must demonstrate

- how all such hazards will be addressed and minimized to comply with all applicable safety codes.
- J. Landscaping. When applicable, the Application shall provide a landscape plan, drawn to scale, that is consistent with the need for screening at the site, showing all proposed landscaping, screening and proposed irrigation (if applicable), with a discussion of how proposed landscaping, at maturity, will screen the site. Existing vegetation that is proposed to be removed must be clearly indicated and provisions for mitigation included. All landscape plans shall be reviewed by and approved by the McMinnville Landscape Review Committee prior to installation.
- K. Height. The Application shall provide an engineer's diagram, drawn to scale, showing the height of the WCF and all of its above-ground components. Applicants must provide sufficient evidence that establishes that the proposed WCF is designed to the minimum height required to meet the carrier's coverage objectives.
- L. Timeframe. The Application shall describe the anticipated time frame for installation of the WCF.
- M. Noise/Acoustical Information. The Application shall provide manufacturer's specifications for all noise-generating equipment, such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties. The applicant shall provide equipment decibel ratings as provided by the manufacturer(s) for all noise generating equipment for both maintenance cycling and continual operation modes.
- N. Parking. The Application shall provide a site plan showing the designated parking areas for maintenance vehicles and equipment for review and approval by the Planning Director.
- O. Co-Location. In the case of new antenna support structures (multi-user towers, monopoles, or similar support structures), the applicant shall submit engineering feasibility data and a letter stating the applicant's willingness to allow other carriers to co-locate on the proposed WCF.
- P. Lease. The site plan shall show the lease or easement area of the proposed WCF.
- Q. Lighting and Marking. The Application shall describe any proposed lighting and marking of the WCF, including any required by the Oregon Department of Aviation (ODA) or Federal Aviation Administration (FAA).
- R. Maintenance. The applicant shall provide a description of anticipated maintenance needs, including frequency of service, personnel needs, equipment needs and potential safety impacts of such maintenance.
- S. The Planning Director may request any other information deemed necessary to fully evaluate and review the information provided in the application.
- T. Co-Location Feasibility. A feasibility study for the co-location of any WCF as an alternative to new antenna support structures must be presented and certified by an Oregon-licensed Professional Engineer or RF engineer. Co-location will be required when determined to be feasible. The feasibility study shall include:
1. An inventory, including the location, ownership, height, and design of existing WCF within one-half (1/2) mile of the proposed location of a new WCF. The planning director may share such information with other applicants seeking permits for WCF, but shall not, by sharing such information, in any way represent or warrant that such sites are available or suitable.

2. Documentation of the efforts that have been made to co-locate on existing or previously approved towers, monopoles, or structures. The applicant shall make a good faith effort to contact the owner(s) of all existing or approved towers, monopoles, or structures and shall provide a list of all owners contacted in the area, including the date, form, and content of such contact.
3. Documentation as to why co-location on existing or proposed towers, monopoles, or commercial structures within one thousand (1,000) feet of the proposed site is not practical or feasible. Co-location shall not be precluded simply because a reasonable fee for shared use is charged or because of reasonable costs necessary to adapt the existing and proposed uses to a shared tower. The Planning Director and/or Planning Commission may consider expert testimony to determine whether the fee and costs are reasonable when balanced against the market and the important aesthetic considerations of the community.

17.55.080 Speculation tower. No application shall be accepted or approved from an applicant to construct a tower and lease tower space to service providers when it is not itself a wireless service provider unless the applicant submits a binding written commitment or executed lease from a service provider to utilize or lease space on the tower.

17.55.090 Owner's Responsibility

- A. If the City of McMinnville approves a new tower, the owner of the tower improvement shall, as conditions of approval, be required to:
 1. Record all conditions of approval specified by the City with the Yamhill County Clerk/Recorder;
 2. Respond in a timely, comprehensive manner to a request for information from a potential shared use applicant;
 - a. Negotiate in good faith with any potential user for shared use of space on the tower;
 - b. The above conditions, and any others required by the City, shall run with the land and be binding on subsequent purchasers of the tower site and/or improvement; and
- B. Maintenance. The following maintenance requirements apply to all facilities and shall be required as conditions of approval, where applicable:
 1. All landscaping shall be maintained at all times and shall be promptly replaced if not successful.
 2. If a flagpole is used as a stealth method for camouflaging a facility, flags must be flown and must be properly maintained at all times.
 3. All wireless and broadcast communication facility sites shall be kept clean, free of litter and noxious weeds.
 4. All wireless and broadcast communication facility sites shall maintain compliance with current RF emission standards of the FCC, the National Electric Safety Code, and all state and local regulations.
 5. All equipment cabinets shall display a legible operator's contact number for reporting maintenance problems.

17.055.100 Abandoned Facilities

- A. All owners who intend to abandon or discontinue the use of any wireless or broadcast communication facility shall notify the City of such intentions no less than 60 days prior to the final day of use.
- B. Wireless or broadcast communication facilities shall be considered abandoned 90 days following the final day of use or operation.
- C. All abandoned facilities shall be physically removed by the facility owner no more than 90 days following the final day of use or of determination that the facility has been abandoned, whichever occurs first. Upon written application prior to the expiration of the ninety (90) day period, the Planning Director may grant a six-month extension for reuse of the facility. Additional extensions beyond the first six-month extension may be granted by the City subject to any conditions required to bring the project into compliance with current law(s) and make compatible with surrounding development.
- D. In the event that an owner discontinues use of a wireless communication and broadcast facility for more than ninety (90) days, has not been granted an extension of time by the Planning Director, and has not removed the facility, the City may declare the facility abandoned and require the property owner to remove it. An abandoned facility may be declared a nuisance subject to the abatement procedures of the City of McMinnville Code. If such structure and equipment enclosure are not so removed, the City may seek and obtain a court order directing such removal and imposing a lien upon the real property upon which the structure(s) are situated in an amount equal to the cost of removal. Delay by the City in taking action shall not in any way waive the city's right to take action. .
- E. Any abandoned site shall be restored to its natural or former condition. Grading and landscaping in good condition may remain.
- F. The applicant shall submit a bond or cash deposit to be held by the City as security for abatement of the facility as specified herein. The bond or cash deposit shall be equal to 120% of the estimated cost for removal of the facility and restoration of the site. Cost estimates for the removal shall be provided by the applicant based on an independent, qualified engineer's analysis and shall be verified by the City. Upon completion of the abandonment of the facility by the applicant as specified by this section, and inspection by the City, any bond will be released and the entirety of any cash deposit shall be returned to the applicant.

17.055.110 Review Process and Approval Criteria. The following procedures shall be applicable to all new WCF applications as specified in the Section:

- A. All new WCF shall be reviewed under this chapter. Applications for new wireless and broadcast communication facilities WCF shall be processed in accordance with the provisions of this section.
- B. Approval Criteria. The City shall approve the application for a WCF on the basis that the proposal complies with the General Development Standards listed in this code above, and upon a determination that the following criteria are met:
 - 1. The location is the least visible of other possible locations and design options that achieve approximately the same signal coverage objectives.
 - 2. The location, size, design, and operating characteristics of the proposed facility will be compatible with adjacent uses, residences, buildings, and structures, with consideration given to:
 - a. Scale, bulk, coverage and density;

- b. The detrimental impact, if any, upon neighboring properties; The suitability of the site for the type and intensity of the proposed facility; and
 - c. Any other relevant impact of the proposed use in the setting where it is proposed (i.e. noise, glare, traffic, etc).
- 3. All required public facilities and services have adequate capacity as determined by the City, to serve the proposed wireless or broadcast communication facility; and
 - a. The City may impose any other reasonable condition(s) deemed necessary to achieve compliance with the approval standards, including designation of an alternate location, or if compliance with all of the applicable approval criteria cannot be achieved through the imposition of reasonable conditions, the application shall be denied.
 - b. Notwithstanding any other provisions of this Code, the McMinnville City Council may establish fees in amounts sufficient to recover all of the City's costs in reviewing applications filed pursuant to this Chapter, including retaining independent telecommunication or other professional consultants as may be necessary to review and evaluate any evidence offered as part of an application. Such fee may be imposed during the review of an application as deemed appropriate by the City Planning Department.

Chapter 17.55

WIRELESS COMMUNICATIONS FACILITIES

(as amended by Ord. 4732, June 2000)

Sections:

- ~~17.55.010 — Purpose.~~
- ~~17.55.020 — Definitions.~~
- ~~17.55.030 — Antennas to which this chapter has no application.~~
- ~~17.55.040 — Permitted and conditional use locations of antenna, antenna support structures, and antenna arrays to be used for wireless communication service.~~
- ~~17.55.050 — Design standards.~~
- ~~17.55.060 — Co-location of antennas and antenna support structures.~~
- ~~17.55.070 — Interference with reception.~~
- ~~17.55.080 — Antenna support structures — removal when no longer used~~
- ~~17.55.090 — Application for permit for antennas, antenna arrays, antenna support structures, and equipment enclosures.~~

~~17.55.010 — Purpose.~~ The purpose of this chapter is to establish appropriate locations, site development standards, and permit requirements to allow for the provision of wireless communications services to the residents of the City. Such siting is intended to occur in a manner that will facilitate the location of various types of wireless communication facilities in permitted locations consistent with the residential character of the City, and consistent with land uses in commercial and industrial areas.

The prevention of the undue proliferation and associated adverse visual impacts of wireless communications facilities within the City is one of the primary objectives of this chapter. This chapter, together with the provisions of the Uniform Building Code, is also intended to assist in protecting the health, safety, and welfare of the citizens of McMinnville. (Ord. 4732, 2000)

~~17.55.020 — Definitions.~~ For the purposes of this section, refer to Section 17.06.050 for Wireless Communications Facility related definitions. (Ord. 4952 §1, 2012).

~~17.55.030 — Antennas to which this chapter has no application.~~ The provisions of this chapter do not apply to radio or television reception antennas, satellite or microwave parabolic antennas not used by wireless communications service providers, antennas under 70 feet in height and owned and operated by a federally-licensed amateur radio station operators, to any antenna support structure or antenna lawfully in existence within the city on the effective date of this chapter, or to the facilities of any cable television company holding a valid and current franchise, or commercial radio or television broadcasting facilities. (Ord. 4732, 2000)

~~17.55.040 — Permitted and conditional use locations of antenna, antenna support structures, and antenna arrays to be used for wireless communications service.~~ Wireless communication antenna, antenna arrays, and antenna support structures are permitted, conditionally permitted, or prohibited to be located in the zones as provided in this Chapter and as listed below:

- E. Antenna support structures are permitted in the M-L (Limited Light Industrial Zone), M-1 (Light Industrial Zone), and M-2 (General Industrial Zone) zones only.

- F. ~~In the R-1, R-2, R-3, and R-4 zones, with Planning Commission approval of a conditional use permit, subject to the requirements of Chapters 17.72 and 17.74, antennas and antenna arrays may be mounted to existing alternative antenna support structures. However, such antennas and antenna arrays shall not add more than twenty feet to the total height or elevation of such structure from the street grade. Facilities associated with antennas or antenna arrays so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building.~~
- G. ~~In the O-R, C-1, C-2, and C-3 zones located outside of the Historic Downtown Core (for purposes of this ordinance, defined as the area between First and Fifth Streets, and Adams and Galloway Streets), antennas and antenna arrays may be mounted to existing alternative antenna support structures. However, such antennas and antenna arrays shall add not more than twenty feet to the total height or elevation of such structure from the street grade. Facilities associated with antennas or antenna arrays so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building.~~
- H. ~~In the Historic Downtown Core, the placement of antennas and antenna arrays may be permitted subject to the requirements of Chapters 17.72 and 17.74 of the McMinnville Zoning Ordinance, and the requirements of this ordinance.~~
- I. ~~In the M-L, M-1, and M-2 zones located outside of the Historic Downtown Core, antennas and antenna arrays may be mounted to existing alternative antenna support structures.~~
- J. ~~In the A-H and F-P zones, with Planning Commission approval of a conditional use permit, subject to the requirements of Chapters 17.72 and 17.74, antennas and antenna arrays may be mounted to existing alternative antenna support structures. However, such antennas and antenna arrays shall not add more than twenty feet to the total height or elevation of such structure from the street grade. Facilities associated with antennas or antenna arrays so mounted shall be obscured from view from all streets and immediately adjacent properties by the use of screening materials designed, painted and maintained in a manner that will blend with the appearance of the building.~~
- K. ~~Wireless Facilities matrix.~~

<u>ZONE</u>	WIRELESS FACILITIES	
	TOWERS	ANTENNA ARRAY MOUNTS TO EXISTING STRUCTURES*
Residential	Prohibited	Less than or equal to 20 feet height added- (Conditional Use)
Commercial	Prohibited	Less than or equal to 20 feet height added (Permitted)
		Within Historic Downtown (Conditional Use)
Industrial	<u>Permitted</u>	Permitted (without regard to height added)
		Within Historic Downtown (Conditional Use)

Agricultural-Holding	Prohibited	Less than or equal to 20 feet height added- (Conditional Use)
Floodplain	Prohibited	Less than or equal to 20 feet height added- (Conditional Use)

*— Subject to the requirements of Chapter 17.55. (Ord. 4732, 2000)

17.55.050 — Design standards.

- ~~B. Where permitted, antenna support structures shall be constructed and installed as far away from existing buildings on adjoining land as is reasonably possible, and in no event within any required yard or set-back area or nearer than 25 feet to any publicly held land, residential structure or accessory building on adjoining land, or railroad right-of-way.~~
- ~~C. The area around the base of antenna support structures (including any equipment enclosure) is to be fenced, with a sight-obscuring fence a minimum of six feet in height. The fenced area is to be surrounded by evergreen shrubs (or a similar type of evergreen landscaping), placed within a landscaped strip a minimum of ten feet in width. In the event that placement of a proposed antenna support structure and/or equipment enclosure is located in a unique area within a subject site that would not benefit from the addition of landscaped screening, the Planning Director may require that the applicant submit a landscape plan illustrating the addition of a proportional landscape area that will enhance the subject site either at a building perimeter, parking lot, or street frontage, adjacent to or within the subject site.~~
- ~~C. All antenna support structures, antennas, and antenna arrays, and associated facilities shall be finished in a non-reflective neutral color.~~
- ~~D. No antenna support structure shall be permitted to be constructed, installed or erected within 1,000 feet of any other antenna support structure that is owned, operated, or occupied by the same wireless communications service. Exceptions to this standard may be permitted by the Planning Director if, after reviewing evidence submitted by the service provider, he finds: 1) that a closer spacing is required in order to provide adequate wireless communication service to the subject area; and 2) the service provider has exhausted all reasonable means of co-locating on other antenna support structures that may be located within the proposed service area. An appeal of the Planning Director's decision may be made to the Planning Commission provided such appeal is filed with the Planning Department within fifteen days of the Director's decision. Appropriate fees, as set by City Council resolution, shall accompany the appeal.~~
- ~~E. The construction and installation of antenna support structures, antennas, antenna arrays, and the placement of antennas or antenna arrays on alternative antenna support structures, shall be subject to the requirements of the city's Building Code (UBC), and Electrical Code (NEC).~~
- ~~F. No antennas or antenna arrays, or antenna support structures shall be artificially lighted except as required by the Federal Aviation Administration or other governmental agency.~~
- ~~G. There shall be no signs, symbols, flags, banners, or other such devices or things attached to or painted or inscribed upon any antennas, antenna arrays, or antenna support structures.~~
- ~~H. If the application involves the placement of an antenna or an antenna array on a building that is listed in the McMinville register of historic structures, no permit to~~

construct, install or erect antenna support structures or equipment enclosures, or to install, mount or erect antennas or antenna arrays on existing buildings or on other alternative antenna support structures, shall be issued without the prior approval of the McMinnville Historic Landmarks Committee. (Ord. 4732, 2000)

~~17.55.060 Co-location of antennas and antenna support structures.~~

- ~~B. Co-location shall be required unless demonstrated to be infeasible to the satisfaction of the Planning Director or Planning Commission. Evidence submitted to demonstrate such shall consist of the following:~~
- ~~1. That no existing antenna support structures or alternative antenna support structures are located within the geographic area which meet the applicant's engineering requirements; or~~
 - ~~2. That existing antenna support structures and alternative antenna support structures are not of sufficient height to meet applicant's engineering requirements; or~~
 - ~~3. That existing antenna support structures and alternative antenna support structures do not have sufficient structural strength to support applicant's proposed antennas or antenna arrays and related equipment; or~~
 - ~~4. That an applicant's proposed antennas or antenna arrays would cause detrimental electromagnetic interference with nearby antennas or antenna arrays, or vice-versa; or~~
 - ~~5. That there are other limiting factors, such as inadequate space for a second equipment shelter, that render existing antenna support structures or alternative antenna support structures unsuitable.~~
- ~~B. All wireless communications service providers shall cooperate with other wireless communications service providers in co-locating additional antennas or antenna arrays on antenna support structures and/or alternative antenna support structures. The following co-location requirements shall apply:~~
- ~~1. All antenna support structures shall be designed so as to not preclude co-location.~~
 - ~~2. In the event co-location is represented to be infeasible, the City may retain a technical expert in the field of telecommunications engineering to verify if co-location at the site is not feasible, or is feasible given the design configuration most accommodating to co-location. The cost for such a technical expert will be at the expense of the applicant.~~
 - ~~3. A wireless communications service provider shall exercise good faith in co-locating with other providers and sharing antenna sites, provided that such shared use does not technically impair their ability to provide wireless communications service. Such good faith shall include sharing of technical information to evaluate the feasibility of co-location. In the event that a dispute arises as to whether a provider has exercised good faith in accommodating other providers, the city may require a third party technical study at the expense of either or both of such providers.~~
 - ~~4. The City of McMinnville may deny a building or conditional use permit to the applicant for a wireless facility who has not demonstrated a good faith effort to co-locate on an existing wireless communication facility. Determination of "good faith effort" shall be the responsibility of the Planning Director. (Ord. 4732, 2000)~~

~~17.55.070 Interference with reception. No antenna or antenna array shall be permitted to be placed in a location where it will interfere with existing transmittal or reception~~

of radio, television, audio, video, electronic, microwave or other signals, especially as regard police and emergency services operating frequencies. (Ord. 4732, 2000)

~~17.55.080 — Antenna support structures—removal when no longer used. Any antenna support structure that has had no antenna or antenna array mounted upon it for a period of 180 successive days, or if the antenna or antenna array mounted thereon are not operated for a period of 180 successive days, shall be considered abandoned, and the owner thereof shall remove such structure and any accompanying equipment enclosure within 90 days from the date of written notice from the City. During such 90 days, the owner may apply, and, for good reason, be granted an extension of time on such terms as the Planning Director or Building Official shall determine. If such structure and equipment enclosure are not so removed, the city may seek and obtain a court order directing such removal and imposing a lien upon the real property upon which the structure(s) are situated in an amount equal to the cost of removal. (Ord. 4732, 2000)~~

~~17.55.090 — Application for permit for antennas, antenna arrays, antenna support structures, and equipment enclosures. All applications for permits for the placement and construction of wireless facilities shall be accompanied by the following:~~

- ~~D. Payment of all permit fees, plans check fees and inspection fees;~~
- ~~E. Proof of ownership of the land and/or alternative antenna support structure upon which the requested antenna, antenna array, enclosure, and/or structure is proposed, or copy of an appropriate easement, lease, or rental agreement;~~
- ~~F. A map, drawing or aerial photo showing all existing and proposed antenna support structures within one mile of the McMinnville Urban Growth Boundary (UGB). Information provided shall include the number of existing antenna and antenna arrays per antenna support structure, as well as the number of arrays planned for use upon a proposed new antenna support structure, with sufficient detail (if available) to be added to the City's GIS data system. Any wireless communications service provider may utilize existing mapping information possessed by the City in order to create an updated map.~~
- ~~G. A scaled plan and a scaled elevation view and other supporting drawings, illustrating the location and dimensions of the relevant antenna support structure, alternative antenna support structure, antenna array, antennas, equipment enclosures and any and all other major devices and attachments. (Ord. 4732, 2000)~~



**CITY OF MCMINNVILLE
PLANNING DEPARTMENT**
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DECISION, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF LEGISLATIVE AMENDMENTS TO CHAPTER 17.55 (WIRELESS COMMUNICATIONS FACILITIES) OF THE MCMINNVILLE ZONING ORDINANCE (ORDINANCE 3380).

DOCKET: G 4-17

REQUEST: The City of McMinnville is proposing to amend Chapter 17.06 (Definitions) and Chapter 17.55 (Wireless Communications Ordinance) of the McMinnville City Code to update zoning and development standards related to wireless telecommunications facilities to achieving a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations.

LOCATION: N/A

ZONING: N/A

APPLICANT: City of McMinnville

STAFF: Ron Pomeroy, Principal Planner and Chuck Darnell, Associate Planner

DATE DEEMED COMPLETE: N/A

HEARINGS BODY: McMinnville Planning Commission

DATE & TIME: August 17, 2017, October 19, 2017 and November 16, 2017. Meetings held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon.

DECISION MAKING BODY: McMinnville City Council

DATE & TIME: November 28, 2017 and January 23, 2018. Meetings held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon.

COMMENTS: This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Building Department, Parks Department, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Public Works; Yamhill County Planning Department; Frontier Communications; Recology Western Oregon; Comcast; Northwest Natural Gas; and the Oregon Department of Land Conservation and Development. No comments in opposition have been received.

DECISION

Based on the findings and conclusions, the Planning Commission recommends **APPROVAL** of the legislative zoning text amendments (G 4-17) to the McMinnville City Council.

////////////////////////////////////
DECISION: APPROVAL
////////////////////////////////////

City Council: _____
Scott Hill, Mayor of McMinnville

Date: _____

Planning Commission: _____
Roger Hall, Chair of the McMinnville Planning Commission

Date: _____

Planning Department: _____
Heather Richards, Planning Director

Date: _____

Application Summary:

The City of McMinnville is proposing a zoning text amendment to Chapter 17.06 (Definitions) and Chapter 17.55 (Wireless Communications Facilities) of the McMinnville Zoning Ordinance. The proposed zoning text amendment is related to achieving a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations.

CONDITIONS OF APPROVAL

None.

ATTACHMENTS

- Attachment 1: Memo - Mike Bisset, Community Development Director, dated August 11, 2017, received August 11, 2017 (on file with the Planning Department)
- Attachment 2: Letter - Patrick Evans, Crown Castle, dated August 16, 2017, received August 16, 2017 (on file with the Planning Department)
- Attachment 3: Email – Patrick Evans, Crown Castle, dated October 30, 2017, received October 30, 2017 (on file with the Planning Department)
- Attachment 4: Letter – Meridee Pabst, on behalf of Verizon Wireless, dated November 28, 2017, received November 28, 2017 (on file with the Planning Department)
- Attachment 5: Suggested Revisions to Ordinance 5043 – Meridee Pabst, on behalf of Verizon Wireless, received via email on January 5, 2018, (on file with the Planning Department)

COMMENTS

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Building Department, Wastewater Services, Parks Department, McMinnville Public Works, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Frontier Communications; Recology Western Oregon; Comcast; Northwest Natural Gas; and the Oregon Department of Land Conservation and Development. The only public agency comment received was from the Community Development Director and is attached to this Decision Document as Attachment 1.

Additional comments were provided on August 16, 2017 and October 30, 2017 by Patrick Evans (Attachments 2 and 3, respectively). Additional comments were also provided on November 28, 2017 and January 5, 2018 by Meridee Pabst (Attachments 4 and 5, respectively).

FINDINGS OF FACT

- A. McMinnville's first Wireless Communications Facilities ordinance was adopted in June, 2000, as Chapter 17.55 of the McMinnville Zoning Ordinance.
- B. The City of McMinnville is proposing to amend Chapter 17.06 (Definitions) and Chapter 17.55 (Wireless Communications Ordinance) of the McMinnville Zoning Ordinance to update provisions related to wireless telecommunications facilities to achieving a more desirable community aesthetic while ensuring code compliance with current Federal Communications Commission (FCC) regulations.

- C. In concert with legal counsel, staff has drafted the following proposed amendments to McMinnville Zoning Ordinance (Ordinance 3380) specific to Section 17.55 (Wireless Communications Facilities) for consideration by the McMinnville Planning Commission and the McMinnville City Council.
- D. This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Building Department, Wastewater Services, Parks Department, McMinnville Public Works, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Frontier Communications; Recology Western Oregon; Comcast; Northwest Natural Gas; and the Oregon Department of Land Conservation and Development. No comments in opposition have been received.
- E. Public notification of the public hearing held by the Planning Commission was published in the August 8, 2017 edition of the News Register. No comments in opposition were provided by the public prior to the public hearing.

CONCLUSIONARY FINDINGS

The following Goals and policies from Volume II of the McMinnville Comprehensive Plan of 1981 are applicable to this request:

Economy of McMinnville

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

Commercial Development

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

Industrial Development

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

General Policies:

- 48.00 The City of McMinnville shall encourage the development of new industries and expansion of existing industries that provide jobs for the local (McMinnville and Yamhill County) labor pools.

Economic Development

- 132.34.00 Supportive of the mobility needs of business and industry, the McMinnville transportation system shall consist of the infrastructure necessary for the safe and efficient movement of goods, services, and people throughout the McMinnville planning area, and between other centers within Yamhill County and the Willamette Valley. [..]

Finding: Goals IV 1, IV 2 and IV 6, and Policies 48.00 and 132.34.00 are satisfied by this proposal in that the proposed modifications would support the continued opportunity for the provision of wireless communications facilities in McMinnville. While requiring wireless communications facilities to physically blend in more cohesively with our local urban environment, this proposal will also lend support to job creation and retention, and aid in enhancing business and industry communications options. While not actual employment or manufacturing centers, wireless communications facilities will continue to provide for the digital transfer of information which is directly supportive of and enabling to the commercial and industrial sectors.

Community Facilities and Services

- GOAL VII 1 TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT [..]

Police and Fire Protection

- 153.00 The City of McMinnville shall continue coordination between the planning and fire departments in evaluating major land use decisions.
- 155.00 The ability of existing police and fire facilities and services to meet the needs of new service areas and populations shall be a criterion used in evaluating annexations, subdivision proposals, and other major land use decisions.

Finding: Policies 153.00, and 155.00 are satisfied by this proposal in that in that the proposed modifications would continue to support the efficient operation of a wireless communications network that would, in some part, enable the rapid movement of fire, medical, and police vehicles throughout McMinnville's urban area. These amendments were provided to the McMinnville Police and Fire Departments for review and comment and no concerns or objections were provided.

- GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE.

Policies:

- 188.00 The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.

Finding: Goal X 1 and Policy 188.00 are satisfied in that McMinnville continues to provide opportunities for the public to review and obtain copies of the application materials and completed

Staff Report and Decision Document prior to the holding of advertised public hearing(s). All members of the public have access to provide testimony and ask questions during the public review and hearing process.

- F. The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) are applicable to the request:

General Provisions:

17.03.020 Purpose. The purpose of this ordinance is to encourage appropriate and orderly physical development in the City through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, and adequate community facilities; to provide assurance of opportunities for effective utilization of the land resource; and to promote in other ways public health, safety, convenience, and general welfare.

Finding: Section 17.03.020 is satisfied by the request for the reasons enumerated in Conclusionary Finding for Approval No. 1.

RP:sjs



City of McMinnville
Police Department
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STAFF REPORT

DATE: January 11, 2018
TO: Jeff Towery, City Manager
FROM: Matt Scales, Chief of Police; Susan Muir, Parks and Recreation Director
SUBJECT: Downtown Safety Task Force Update #2

Report in Brief:

This is the second of three City Council updates from the Downtown Safety Task Force which was set up under Resolution Number 2017-63. The Downtown Safety Task Force has met three times since our first update, and we have made significant progress in taking on the “charge” from the City Council. During our meetings we continue to share ideas and information surrounding the real and perceived problems within the downtown core area. The information below will allow you to see the progress of this task force, and the direction we are headed.

Background:

In recognition of a growing concern for safety in the City of McMinnville, a temporary Task Force will be formed. Over the next six months, this inclusive group will meet on a frequent basis to share information and provide feedback on proposed solutions to problems in and around the downtown area, to include the residential areas of the economic improvement district (EID). These problems were identified through public testimony during the City Council meetings taking place on July 11th and 25th. The charge of this downtown safety task force is to collect data and interview those affected by negative behaviors taking place in the EID. Once the data has been analyzed and interviews conducted with stakeholders, the task force *may* recommend short term and long term solutions to the City Council.

Proposals made to City Council will be done in a thorough and thoughtful process, ensuring constitutional rights are protected for all. This task force *may* recommend additions or changes to our Municipal Code. Changes made to the Municipal Code would be to specifically address the nuisance or criminal behaviors. Information moved forward to the City Council will identify the **pros and cons** of possible solutions, and success stories if the task force recommends implementation of code changes.

Reports and updates of the Committee work will be made to the City Council during the 2nd, 4th months of work, and at the conclusion of the task force’s work in the 6th month.

It is expected that this inclusive task for will:

- Collect data and analyze it
- Review data and define the problem(s)
- Develop a recommended plan of action

The City Council will then consider the recommended plan of action and move forward with potential implementation actions after the committee's work is presented. After solutions have been implemented data will be collected and measured to see if behavioral issues have been reduced and the desired outcomes have been achieved.

Discussion:

As you recall from our last update, the task force agreed that the most meaningful way to measure the issues brought forward during the summer City Council session was to send out surveys. These surveys were sent out to those who live, work, and frequent in the downtown core area through the MDA, door hangers, as well as a portal through our downtown safety task force webpage.

The task force was looking for specific quantifiable information on how the identified issues brought up at City Council have impacted those surveyed. During our meetings we have heard from a number of people who have experience working in the downtown area. We heard from the head of the Mac City Pastors, who routinely will work Friday and Saturday nights, a representative of the Champion Team, which is a local nonprofit run and operated by peers that are committed to fostering recovery by providing service for adults on a journey toward mental wellness. Lastly, we heard Officer Tim Heidt who had been assigned to the downtown area for dedicated foot patrol and outreach about what he is seeing downtown both past and present.

During our December 5th meeting our group met to review and discuss the ranked behaviors categories. We had already begun to identify potential behavioral issues due to the comments from the July City Council sessions, however the survey had not been completed. The task force began to brainstorm potential solutions to problems we anticipated being identified. These brainstorming sessions gave us an opportunity to review what other cities had done when faced with similar issues, and talk about resources our community had to offer.

On December 19th the survey closed and the results were compiled and provided at the afternoon meeting. During this time we reviewed the data from the survey to get an overall sense of what was being felt downtown over the summer of 2017. Over 200 people took the online survey. We will provide an overview of the survey results at the City Council meeting. A few highlights include:

- Almost half of the survey respondents were employees of a McMinnville downtown business.
- 41% of respondents reported that they or their employees felt unsafe in our downtown 'sometimes' with 21% feeling unsafe 'often' or 'always'.
- There was a clear lack of communication about what efforts were underway to help improve downtown with almost 60% of respondents feeling that there was 'some but too little' communication about those efforts.
- A majority of respondents (72%) said they had to deal with people who were visibly or noticeably high or drunk less than 5 times over the summer.

The process of finding solutions came from both research of what other communities had experienced, as well as talking about creative (nontraditional) solutions through discussions with our diverse workgroup. After looking at issues identified the task force participated in a "ranking" exercise. The ranking exercise provided everyone with an equal say in what they felt may be the best way to solve behavioral issues. The scores were tabulated and solutions were ranked with respect to what the task force felt was the most appropriate way to handle a problem.

At our most recent meeting, preliminary rankings of possible solutions were provided to the task force members. We provided the group with the list and identified potential pros and cons of the solution. We began the process of vetting each solution, and will continue to do so at our next meeting set for February 6th.

Lastly, in order to start making progress on improving communication, we continued to update the City webpage with information about what our task force is doing, as well as updating what the Police Department is seeing through our directed patrol efforts. In addition, the webpage has been updated with names and photos of who is currently excluded from the downtown area under Downtown Exclusion Zone ordinance. This information has been shared with the MDA for dissemination to their members. The webpage can be viewed at www.mcminnvilleoregon.gov/DSTF

Recommendation:

No specific action or motion is recommended at this time.

Report to City Manager and McMinnville City Council
General Fund Mid-Year Financial Review for Fiscal Year 2017-2018
January 23, 2018

The following report provides an overview of the 2017-18 General Fund budget at the midpoint of the fiscal year. The review provides management with an opportunity to adjust spending in the current fiscal year, if appropriate, and to begin planning for the next fiscal year's budget. The General Fund forecast is also reviewed and updated to reflect information that was not available when the budget was adopted, including updating the 2017-18 beginning fund balance to reflect the actual reserve carried forward from 2016-17, revising property taxes and other revenues, and adjusting expenditures to reflect unanticipated events or changes in staffing levels.

General Fund Reserves – The beginning fund balance for 2017-18 (i.e., the reserve carried forward from 2016-17) was \$1.1 million more than estimated due to higher than anticipated property tax revenue and personnel services savings in police, fire and parks maintenance. This savings was due to a number of vacant positions in the Police and Fire Departments and Parks Maintenance positions that were budgeted but not filled.

Revenues – For fiscal year 2017-18, revenues are projected to be higher than budgeted. State and local marijuana taxes, increases in the NW Natural and Recology franchise fee rates, and the increase in transient lodging tax rates from 8% to 10% had not been approved by the City Council at the time the budget was adopted and so were not included in the 2017-18 budget, although estimated amounts were included in forecasted revenues.

Assessed property values and property tax revenues were projected to increase by 4% in 2017-18 compared to the prior year. The actual assessed value increase for 2017-18 is slightly less than 4% and the collection rate of taxes year-to-date is consistent with prior years.

Expenditures – Estimates for General Fund expenditures in 2017-18 have been updated to reflect staffing level changes that were made after the 2017-18 budget was adopted, primarily the addition of a patrol officer and a code enforcement officer positions. The forecast has also been revised to reflect newly released PERS advisory rates for employer contributions in the next two biennia.

General Fund Reserve – The table below shows the General Fund reserve as a percentage of annual expenditures, comparing the reserve percentages based on the 2017-18 adopted budget forecast to the updated percentages based on the adjusted mid-year estimates.

Fiscal Year	Based on 2017-18 Adopted Budget	Based on Mid-Year Estimates
2017-18	22%	25% to 28%
2018-19	23%	24% to 26%
2019-20	17%	16% to 19%
2020-21	12%	10% to 12%
2021-22	6%	2% to 5%

Reserve percentages for the mid-year estimates are higher in 2017-18 and 2018-19 due to the additional revenues for marijuana tax, franchise fees, and transient lodging tax rates that have been incorporated into the updated mid-year estimate.

However, in 2020-21 and 2021-22, reserve percentages for the mid-year estimates are slightly less than the adopted budget forecast, primarily due to higher than anticipated PERS employer contribution rates in future years.

The fund balance policy that was adopted by the Council in 2011 established a recommended target for General Fund reserve levels that would be appropriate for cash flow needs, bond credit ratings, and unforeseen emergencies. The policy reflects that a reserve of approximately 25% of annual operating expenditures will meet these needs. The table on the previous page projects that the reserve could reach the 25% threshold by the end of the 2018-19 fiscal year. However, the Government Finance Officers Association (GFOA) best practice recommends that the general fund reserve should be based on several factors and should, at a minimum, be sufficient to meet cash flow requirements. That threshold is approximately 17% for the City's General Fund.

In addition to our already implemented revenue sources, the City's strategic planning initiative will explore other revenue options which can have a significant favorable impact on the General Fund reserve. Revenue options could include specialty licenses, additional franchise fees, and full cost recovery models for fees and charges.

Challenges in 2017-18 and beyond

PERS employer contribution rates – Unless substantial legislative changes occur, escalating PERS employer rates will continue to impact City services for many years into the future. The table below shows PERS employer contribution rates as a percentage of employee covered payroll. Note that these rates do *not* include the 6% IAP employee contribution that is picked up by the City. For context, in 2016-17, General Fund covered payroll was approximately \$12.0 million and the City's contribution to PERS, including the 6% pickup, was \$2.1 million.

	Actual rates for 7/1/2017 through 6/30/2019	Advisory rates 7/1/2019 through 6/30/2021	Projected rates for 7/1/2021 through 6/30/2023
PERS Tier 1/Tier 2	25.98%	31.35%	37.62%
OPSRP General Services	17.01%	22.45%	26.94%
OPSRP Police & Fire	21.78%	27.18%	32.62%

To address the PERS unfunded actuarial liability and corresponding increase in employer costs, Governor Kate Brown has established a PERS Unfunded Actuarial Liability (UAL) Task Force. A number of options have been identified by the Task Force, including creating a pooled longer-maturity, higher return investment fund for non-state employers, and establishing an Employer Incentive Fund. To encourage participation in the Employer Incentive Fund, the State could provide a partial match (for example, 25%) of qualifying side account contributions made by PERS employers. A side account is a "savings" account funded by the employer which PERS uses to offset future employer rate increases. The employer could fund a side account with cash on hand or with loan/bond proceeds. The prospect of the PERS Task Force recommendations being implemented and PERS investments outperforming estimates for 2017 are factors that may mitigate what is close to a PERS worse-case scenario.

Health insurance – The cost of employee health insurance continues to increase, although not at the same pace as PERS. The 2017-18 budget includes \$1.9 million for employee health insurance, compared to actual costs of \$1.6 million in 2016-17. Over the past five years, health insurance costs have increased by an average of 7.8%. The City will continue to consider options which will maintain equitable employees' health insurance benefits at a reasonable cost to the City and the employee.

Opportunities in 2017-18 and beyond

State and local marijuana tax – To date, the amount of state and local marijuana taxes distributed by the State have not shown a consistent trend. However, based on early distributions, it is estimated that local marijuana tax will be approximately \$40,000 annually and the state shared tax will be approximately \$150,000 annually. This is consistent with amounts that were included in the forecast.

Property tax revenue – Assessed values and property taxes have increased by an average of 3.2% over the last 5 years, with increases being fairly consistent over the last two years. During fiscal year 2016-17, commercial building permits demonstrated a returning industrial market and the results of a local school bond to rehabilitate and expand local school facilities. Major commercial projects included an industrial wine processing facility, a large commercial expansion project, and a new four-story boutique hotel. In addition, several housing projects were approved in the planning phases, including two new subdivisions totaling 280 units, and several multi-family developments.

Strategic planning – As the Council is aware, the City is initiating a strategic planning process that will help guide policies, project and service priorities, and budget allocations in the years ahead. The plan will include long-range financial planning and will explore additional revenue sources and options for funding General Fund services and much needed building maintenance,

The 2018-19 Proposed Budget will be presented to the Budget Committee on May 16, 2018. A long-term forecast based on the 2018-19 Proposed Budget and the four subsequent years will also be presented. As in the past, City staff will work collaboratively to bring a strategic, forward-looking 2018-19 Budget to the Committee for their consideration.

Respectfully submitted,

Marcia Baragary
Finance Director



CITY OF MCMINNVILLE
FINANCE DEPARTMENT
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STAFF REPORT

DATE: January 23, 2018
TO: Mayor and City Councilors
FROM: Marcia Baragary, Finance Director
SUBJECT: Resolution No. 2018-02: Appointments for vacant positions on the City's Budget Committee.

Background:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee. The committee is comprised of the elected members of the governing body and an equal number of electors of the municipal corporation (i.e., qualified voters). The governing body appoints electors to the budget committee for three year terms.

There are currently two vacancies on the City's Budget Committee. The vacancies were advertised in the News Register on December 8 and December 12, 2017, as well as on the City website. We received two applications for the vacant positions.

Applications were received from Mr. John Mead and Ms. Sherry Markwood. Because Mr. Mead has several years of experience serving on the Committee, it was determined that he would not need to be interviewed. Ms. Markwood was interviewed by members of the Audit Committee (Mayor Hill, Council President Menke, and Mr. Peter Hofstetter) on January 10, 2018.

Recommendation:

Staff recommends that City Council appoint candidates to the Budget Committee, as recommended by the Audit Committee.

RESOLUTION NO. 2018-02

A Resolution appointing _____ and _____ as representatives of the City of McMinnville Budget Committee

RECITALS:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee.

The Budget Committee is comprised of the elected governing body and an equal number of volunteer electors who are appointed by the governing body for three year terms.

There are currently two vacancies on the City of McMinnville Budget Committee. Two candidates have applied for the vacant positions. Both candidates are qualified voters and are eligible to serve as electors on the Committee.

The City has advertised the vacancies in the local newspaper and posted the advertisement on the City's website.

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

1. The City Council appoints the following volunteers to the Budget Committee:

BUDGET COMMITTEE
(3-year term)

2. This Resolution and these appointments will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of January 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of January 2018.

MAYOR

Approved as to form:



CITY ATTORNEY

Resolution No. 2018-03



STAFF REPORT

DATE: January 23, 2018
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2018-03: Accepting the McMinnville Urban Renewal Agency Annual Report

Council Goal

Plan and Construct Capital Projects: Support implementation of the Urban Renewal Plan.

Report in Brief:

This is the consideration of Resolution No. 2018-03, accepting the Annual Financial Report for the McMinnville Urban Renewal Agency for Fiscal Year Ended June 30, 2017, per Oregon Revised Statute 457.460.

Background:

Oregon Revised Statute 457.060 requires that the McMinnville Urban Renewal Agency prepare an Annual Financial Report reporting resources, expenditures, activities and impact to taxing districts for the previous fiscal year and file it with the governing municipality prior to January 31 of each year, and notice provided in the newspaper of the annual financial report being available for review.

Fiscal Impact:

There is no anticipated fiscal impact associated with this action.

Alternative Courses of Action:

1. **APPROVE** Resolution No. 2108-03, accepting the McMinnville Urban Renewal Agency Annual Report..
2. **REQUEST** more information.
3. **DO NOT APPROVE** Resolution No. 2018-03.

Recommendation/Suggested Motion:

Staff recommends approving Resolution No. 2018-03.

“I MOVE TO APPROVE RESOLUTION NO. 2018-03, ACCEPTING THE MCMINNVILLE URBAN RENEWAL AGENCY ANNUAL REPORT FISCAL YEAR ENDED JUNE 30, 2017.”

ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30TH, 2017



McMinnville Urban Renewal Agency 2016 - 2017

This report fulfills the requirements, prescribed in ORS.457.460, for the filing of an annual report detailing the financial activity of an urban renewal area established in Oregon.

Annual Report for Fiscal Year Ended June 30th, 2017

MCMINNVILLE URBAN RENEWAL AGENCY

MCMINNVILLE URBAN RENEWAL AREA HISTORY

The City of McMinnville created an Urban Renewal Area (URA) in its downtown core and NE Gateway area in 2013. The purpose of this plan was to assist in implementing the goals of the McMinnville Comprehensive Plan, the Third Street Streetscape Plan, and other planning documents, to help stimulate the economy, create a unique identity and sense of place, and to support local downtown businesses and the development of the NE Gateway area. Urban renewal provides a method to fund projects and tools to help achieve these recommendations and goals.

Goals

To effectively support the McMinnville Comprehensive Plan and other planning documents, the City of McMinnville formulated a series of Goals and Objectives to guide activities funded by, or related to the URA. The Goals and Objectives are listed in the Plan, and the goals are reiterated here:

Goal 1. Maintain a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the urban renewal implementation process.

Goal 2. Encourage the economic growth of the Area as the commercial, cultural, civic, and craft industry center for McMinnville.

Goal 3. Enhance the physical appearance of the district, create a pedestrian environment that encourages the development and redevelopment of active uses such as shopping and entertainment, and support commercial, civic, and craft industrial business activity.

DOWNTOWN COMMERCIAL CORE

The downtown commercial core should be a regional destination as well as the commercial center for the citizens of McMinnville. Its identity should enhance and preserve the qualities of the downtown, including its historic heritage, that make it an economically healthy, attractive, and unique environment for people to live, work, shop, and socialize.

NORTHEAST GATEWAY

The Northeast Gateway area should be a unique destination that reflects the authenticity of historic and current uses within the area – a place where things are crafted, experienced, and enjoyed, and a place for people to live, work, and play.

Goal 4. Encourage development of a transportation network that provides for safe and efficient multi-modal transportation for vehicles, pedestrians, and bicyclists, and encourages the redevelopment and development of parcels within the Area.

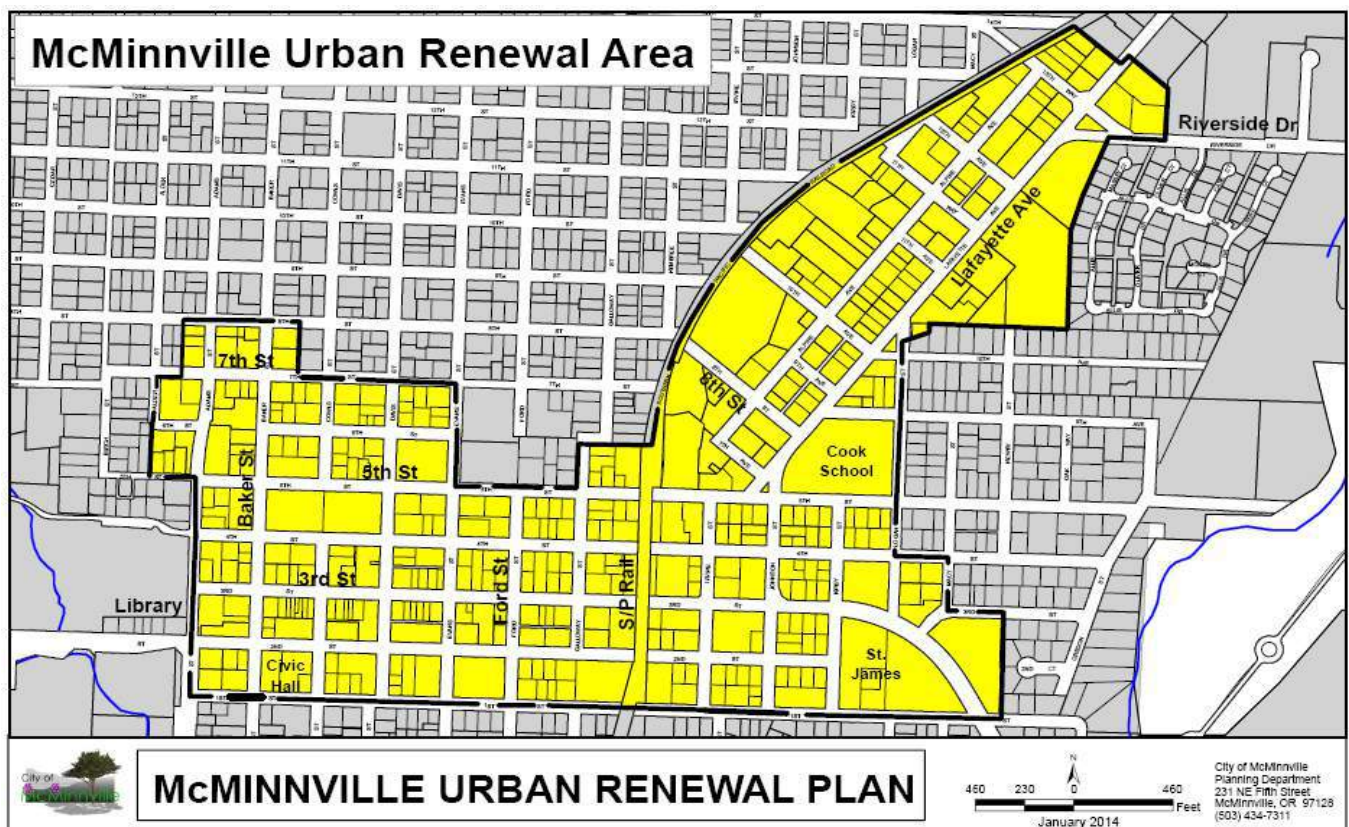
Goal 5. Provide necessary public and private facilities and utilities at levels commensurate with urban development. Public utilities should be extended in a phased manner, and planned and provided in advance of, or concurrent with, development.

Goal 6. Promote development of affordable, quality housing in the Area. Promote a residential development pattern that is compact and energy efficient, provides for an urban level of public and private services, and allows unique and innovative development techniques to be employed in residential designs.

Goal 7. Enhance sites and structures of historical, cultural, and/or architectural significance.

Goal 8. Pursue development and redevelopment opportunities that will add economic, civic, educational, craft industry, and cultural opportunities for the citizens of McMinnville, economically strengthen the Area, and attract visitors to the Area.

A full copy of the McMinnville Urban Renewal Plan and Report can be found on the City of McMinnville website at www.ci.mcminnville.or.us



FINANCIAL REPORTING

Money Received

ORS 457.460 (a)

	Urban Renewal Fund	Debt Service Fund	Total
Resources			
Property taxes	--	\$176,326	\$176,326
Bond/loan proceeds	\$2,220,084	--	\$2,220,084
Interest income	\$16,752	\$2,000	\$18,752
Miscellaneous	\$150		\$150
Total resources	\$2,236,986	\$178,326	\$2,415,312

Money Expended

ORS 457.460 (b)

	Urban Renewal Fund	Debt Service Fund	Total
Expenditures			
Alpine Avenue Improvements	\$646,302	--	\$646,302
Parking Study	\$13,446	--	\$13,446
Façade Improvement Grant	\$2,500	--	\$2,500
Administration	\$7,418	--	\$7,418
Financing Costs	\$29,300	--	\$29,300
Debt Service	--	\$199,107	\$199,107
Reimbursement of UR Planning	--	\$5,000	\$5,000
Total Expenditures	\$698,966	\$204,107	\$903,073

Long-term obligations

The Agency and the City entered into an intergovernmental agreement for the City to loan \$2,192,300 to the Agency for construction of the Alpine Avenue project. The Agency and City also have an intergovernmental agreement for the Agency to reimburse the City for Urban Renewal planning expenditures and accounts payable. The balance is being repaid over fifteen years as follows:

Fiscal year ending June 30	Principal	Interest	Total
2018	\$63,878	\$56,028	\$119,906
2019	\$110,000	\$43,499	\$153,499
2020	\$146,060	\$41,228	\$187,288
2021	\$149,060	\$38,233	\$187,293
2022	\$152,120	\$35,177	\$187,297
2023 – 2027	\$808,600	\$127,800	\$936,460
2028 – 2032	\$801,400	\$41,426	\$842,826
Total	\$2,231,178	\$383,391	\$2,614,569

FISCAL YEAR 2017-2018

Estimated Revenues

ORS 457.460 (c)

The estimated revenues for fiscal year 2017-2018 are \$ 399,886.

Proposed Budget for Current Fiscal Year 2017-2018

ORS 457.460 (d)

	Urban Renewal Fund	Debt Service Fund	Total
Resources			
Beginning Fund Balance	\$1,225,022	\$300,732	\$1,525,754
Property Taxes - Current	--	\$175,510	\$175,510
Property Taxes – Prior	--	\$1,200	\$1,200
Bond/loan proceeds	\$212,876	--	\$212,876
Interest income	\$7,900	\$2,400	\$10,300
Miscellaneous	--	--	--
Total resources	\$1,445,798	\$479,842	\$1,925,640
Expenditures			
Alpine Avenue Improvements	\$1,181,291	--	\$1,181,291
3 rd Street Improvements	\$25,000	--	\$25,000
Parking Study	\$30,000		\$30,000
Development Assistance Program	\$120,000	--	\$120,000
Reimbursement of UR Planning	\$10,000	--	\$10,000
Administration	\$27,786	--	\$27,786
Financing Costs	--	--	--
Debt Services	--	\$313,905	\$313,905
Contingency	\$51,631	--	\$51,631
Total Expenditures	\$1,445,798	\$313,905	\$1,759,703
Ending Fund Balance	--	\$165,937	\$165,937

Impact on Taxing Districts

ORS 457.460 (e)

Taxing District	Revenue Foregone Permanent Rate
Yamhill County	\$33,378
Yamhill County Extension Service	\$5,819
Yamhill County Soil & Water	\$4,584
McMinnville School District 40	\$45,140
Willamette Regional ESD	\$3,844
City of McMinnville	\$65,029
Chemeteka Library	\$10,597
Chemeteka Community College Before Bonds	\$7,935
TOTAL	\$176,326

Impacts on school districts

When considering the impact on taxes imposed by overlapping taxing districts, it should be noted that school districts are affected differently than other types of taxing districts. Property taxes were once the primary funding source for K-12 schools, and tax rates varied by district. Today, the State “equalizes” school funding, using a formula that takes into account property tax revenue generated at the school district level and revenue from the State’s coffers generated by the statewide income tax, Oregon Lottery, and intergovernmental revenues. Allocation of State revenues to local school districts comes in the form of “general purpose grants.” The primary driver of the State allocation is the number of students in each district. This means that local property taxes generated by a school district have no direct impact on school funding in that district. Thus, any impacts that an URA might have on local school district property tax revenues would have no direct impact on school funding in that district.

(Source: *Best Practices for Urban Renewal Agencies in Oregon*)

RESOLUTION NO. 2018-03

A Resolution of the City of McMinnville accepting the Annual Financial Report for the McMinnville Urban Renewal Agency for Fiscal Year Ended June 30th, 2017, per Oregon Revised Statute 457.460.

RECITALS:

The City of McMinnville created an Urban Renewal Area in its downtown core and NE Gateway Area in 2013; and

The Purpose of this plan was to assist in implementing the goals of the McMinnville Comprehensive Plan, the Third Street Streetscape Plan, and other planning documents, to help stimulate the economy, create a unique identify and sense of place, and to support local downtown businesses and development of the downtown and the NE Gateway area; and

Per Oregon Revised Statute 457.460, the McMinnville Urban Renewal Agency must prepare and file an annual financial report with the governing body of the municipality no later than January 31 of each year.

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

1. That the attached (Exhibit A) Annual Financial Report for the McMinnville Urban Renewal Agency for Fiscal Year Ended June 30th, 2017 is hereby accepted and filed with the City of McMinnville.
2. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of January, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of January, 2018.

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

STAFF REPORT

DATE: January 23, 2018
TO: Jeff Towery, City Manager
FROM: Larry Sherwood, Project Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Shadden Drive Sanitary Sewer Pipe Bursting Project Contract Award

Council Goal:

Plan and Construct Capital Projects

Report in Brief:

This action is the consideration of a resolution to award a public improvement contract in the amount of \$68,919 to Canby Excavating, Inc. for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12.

Background:

During the review of the proposed construction plans for Phase 1 of the Baker Creek East Subdivision, the existing sanitary sewer main serving this development was identified as having leaks and infiltration. To remedy this unwanted infiltration, three contractors were solicited to provide pricing through a Request for Quotes (RFQ) process to pipe burst this existing sanitary sewer main prior to the development connecting to, and constructing streets over, this existing sanitary sewer main.

The attached vicinity map reflects the work area covered by the contract. The project is expected to start in February and be completed by March 1, 2018.

Discussion:

On Thursday, January 4, 2018, two quotes were received, opened, and publicly read for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12. The results of the RFQ are as follows:

- | | |
|-----------------------------------|--------------------|
| • Canby Excavating, Inc. | \$ 68,919.00 |
| • Emery & Sons Construction Group | \$ 79,310.00 |
| • Landis & Landis Construction | No Quote Submitted |

The construction estimate for this work was \$ 71,886.00

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

- Was the quote submitted, on time, in a properly sealed and labeled envelope?
- Was the quote form properly filled out and executed?

Both quotes were complete and met the City's requirements. A detailed breakdown of the received quotes are on file in the Engineering Department.

The quote from Canby Excavating, Inc., in the amount of \$ 68,919.00, was deemed to be the lowest responsible and responsive quote.

Attachments:

1. Resolution
2. Project Vicinity Map

Fiscal Impact:

Funds for the work is included in the adopted FY18 Wastewater Services Fund (75) budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution to award a public improvement contract in the amount of \$ 68,919.00 to Canby Excavating, Inc. for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12.

RESOLUTION NO. 2018-04

A Resolution awarding the contract for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12.

RECITALS:

On Thursday, January 4, 2018, two quotes were received, opened, and publicly read for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12. Both quotes received met the City's requirements.

The quote from Canby Excavating, Inc. in the amount of \$ 68,919.00, was deemed to be the lowest responsible and responsive quote.

Funds for the work is included in the adopted FY18 Wastewater Services Fund (75) Budget.

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

1. That entry into a contract between the City of McMinnville and Canby Excavating, Inc. for the construction of the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12, in the amount of \$ 68,919.00 is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract for the Shadden Drive Sanitary Sewer Pipe Bursting Project, Project 2017-12.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 23rd day of January 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of January 2018.

MAYOR

Approved as to form:

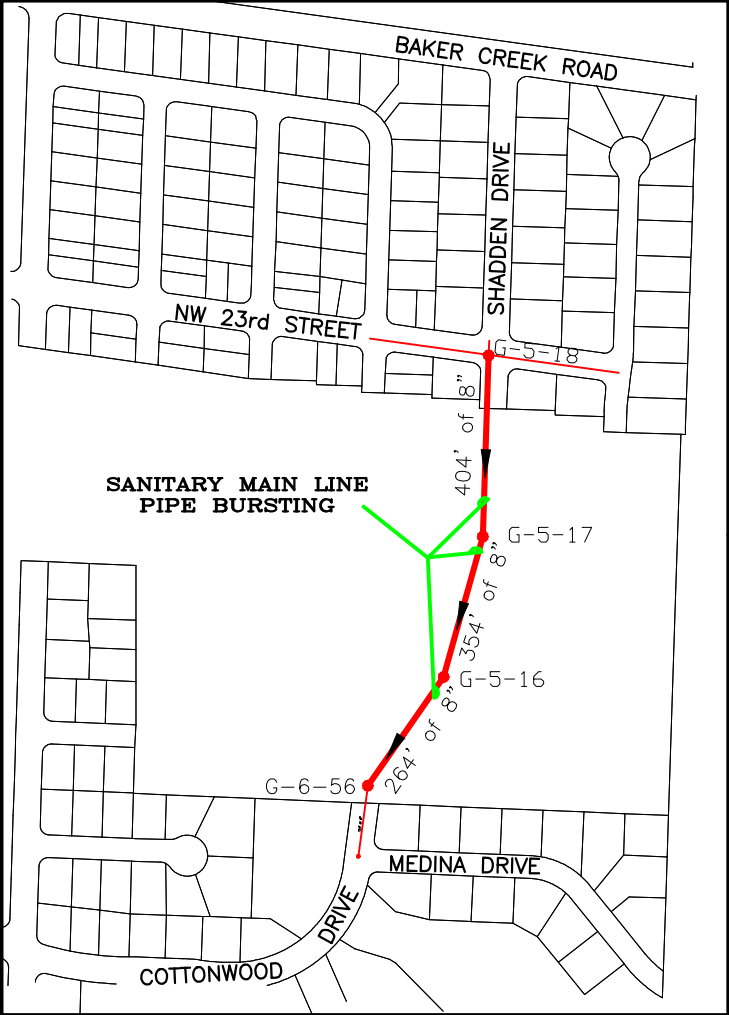


CITY ATTORNEY

Shadden Drive Sanitary Sewer Pipe Bursting Project

NW 23rd Street to Medina Drive

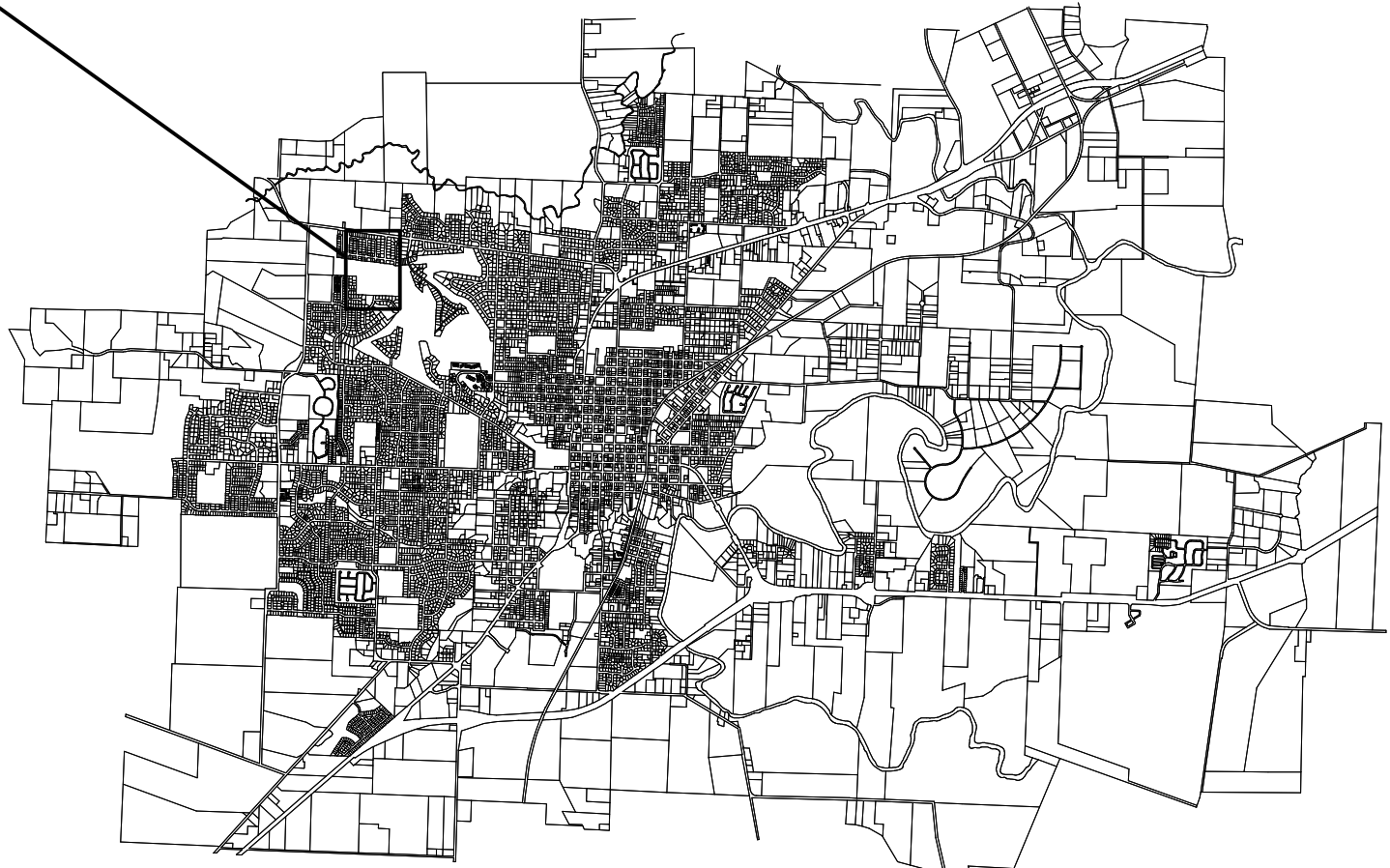
Project No. 2017-12



CONTACTS:

MCMINNVILLE COMMUNITY DEVELOPMENT CENTER
LARRY SHERWOOD PROJECT MANAGER
YCOM
MCMINNVILLE WATER AND LIGHT
MCMINNVILLE POLICE DEPARTMENT
MCMINNVILLE FIRE DEPARTMENT
MCMINNVILLE SCHOOL DISTRICT
RECOLOGY/WESTERN OREGON WASTE
MCMINNVILLE POST OFFICE
FIRST STUDENT
FRONTIER
COMCAST
NW NATURAL GAS

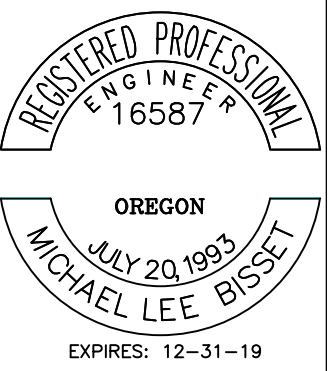
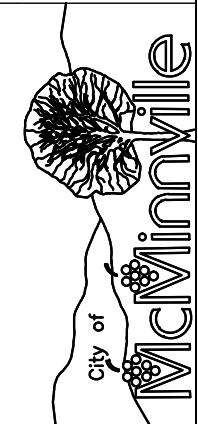
PHONE	FAX
503-434-7312	503-474-4955
503-434-7312	503-474-4955
503-434-6500	503-472-5314
503-472-6158	503-472-5211
503-434-7307	503-434-2335
503-434-5800	503-435-5815
503-565-4000	503-565-4030
503-472-3176	503-472-6775
503-472-1877	503-472-5479
503-434-5631	503-472-8437
503-434-6503	
541-230-0079	
503-220-2415	



Know what's below.
Call before you dig.

SCALE: None
Drawn: LS
Checked: RS/RU/MB
Date: Dec 10, 2017
Project No. 2017-12
SHEET 1 of 3

CITY OF MCMINNVILLE, OREGON
ENGINEERING DEPARTMENT
Shadden Drive Sanitary Pipe Bursting
NW 23rd Street to Medina Drive



VICINITY MAP



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 16, 2018
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Contract Amendment – Design/Bidding – WRF Tertiary Treatment and Disinfection Project

Council Goal:

Plan and Construct Capital Projects

Report in Brief:

This action is the consideration of a resolution to award a Contract Amendment 1 to the Personal Services Contract to CH2M, Inc. for Phase 2 of the WRF Tertiary Treatment and Disinfection Project.

Background:

In May 2010, the City adopted both an updated Conveyance System Master Plan and an updated Water Reclamation Facilities Plan that strike a balance between wastewater conveyance and treatment to reach a cost-effective comprehensive plan for wastewater management for a 20-year planning period through 2029. Additionally, the City Council adopted an associated Wastewater System Financial Plan. The adopted financial plan indicated that the City can rely on a “pay as you go” approach to funding the significant operations, maintenance, and capital needs contained in the wastewater master plans.

In 2016, the City completed a project to construct additional secondary treatment facilities, including a third oxidation ditch, third secondary clarifier, and the expansion of the return activated sludge pumping facilities. The adopted Water Reclamation Facilities Plan indicates the next needed treatment related capital project includes a need to expand tertiary treatment capacity and replace the UV equipment.

On February 24, 2017, Staff received 3 Request for Proposals from area consultants. After a review of the submitted proposals, CH2M was ranked as the highest scored proposer. At the May 9, 2017 Council Meeting, CH2M was awarded the first phase of the WRF Tertiary Treatment and Disinfection Project (Resolution 2017-34).

Discussion:

Staff and CH2M have been working on and have almost completed Phase 1 - Process Selection, Geotechnical Assessment, a Project Definition Report, and Cost Estimate for the Water Reclamation Facility Tertiary Treatment and Disinfection Project. With these items nearly complete, we are ready to start Phase 2 of the project. The scope of work for Phase 2 includes Project Management, Schematic Design, Design Development, Contract Documents, Bid Period Services, and Quality Management. This is a similar approach that was taken with the secondary treatment expansion completed in 2016.

The estimate for the Phase 2 scope of work is \$393,289.01 (see attached scope of work).

Attachments:

1. Resolution
2. Scope of work with final design estimate
3. Vicinity Map

Fiscal Impact:

Funds for the design work are included in the adopted FY18 and proposed FY19 Wastewater Services Fund (75) and Wastewater Capital Fund (77).

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the Contract Amendment 1 to the Personal Services Contract with CH2M Inc. for the second phase of the WRF Tertiary Treatment and Disinfection Project.

RESOLUTION NO. 2018-05

A Resolution awarding a Contract Amendment 1 for Professional Services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2.

RECITALS:

Staff and CH2M have been working on and have almost completed Phase 1 - Process Selection, Geotechnical Assessment, a Project Definition Report, and Cost Estimate for the Water Reclamation Facility Tertiary Treatment and Disinfection Project. With these items nearly complete, we are ready to start Phase 2 of the project.

The scope of work for Phase 2 includes Project Management, Schematic Design, Design Development, Contract Documents, Bid Period Services, and Quality Management. This is a similar approach that was taken with the secondary treatment expansion completed in 2016. The estimate for the Phase 2 scope of work is \$393,289.01 (see attached scope of work). Funds for the design work are included in the adopted FY18 and proposed FY19 Wastewater Services Fund (75) and Wastewater Capital Fund (77).

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

1. That entry into Contract Amendment 1 with CH2M for Phase 1 design services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2, in the amount of \$393,289.01, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Contract Amendment 1 with CH2M.
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 23rd day of January 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of January 2018.

MAYOR

Approved as to form:



CITY ATTORNEY

Amendment 1
To
Agreement for Professional Services for the
City of McMinnville
Water Reclamation Facility (WRF) Tertiary Treatment and
Disinfection Project
Project 2017-2

The following is a scope of services for professional engineering services during the phased final design and bid and award services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project.

BACKGROUND

In 2009, the City completed a Facilities Plan Update for the Water Reclamation Facility (WRF). The Facilities Plan identified a need to expand tertiary treatment capacity and replace the UV equipment. The Consultant completed the Project Definition phase of the project and recommended upgrades to the existing filtration system, replacement of the existing UV equipment, and upgrades to the tertiary chemical systems. This scope describes the scope of services for the remaining phases of the design and for bid and award services for the project.

BASIS OF SCOPE AND FEE DEVELOPMENT

The following key assumptions were used when determining the scope, level of effort, and compensation to the Consultant. These assumptions are in addition to those included in the Scope of Services.

Design Phase Services

1. The final design will be based on standards in effect on the effective date of the authorization to proceed. Meetings will be held with the building department or other pertinent agencies and will be documented to capture code and standard requirements.
2. The schedule assumes a design phase duration not to exceed 9-months from Notice to Proceed, and that the City's review comments will be received by the Consultant within 5 working days from any corresponding design review workshop. Written responses to the comments will be provided by the Consultant.
3. The Consultant will use the 49 Division format master specifications. Supplementary Conditions will be amended as required for this specific project.
4. The Consultant will provide Divisions 0 and 1 specifications to edit.
5. Where deliverable documents are identified, hereinafter, five (5) hard copies of the deliverable shall be provided in addition to electronic version in original .DOC format.
6. Drawings (11-inch by 17-inch) in .PDF format will be provided for each City internal review.

7. The Consultant's standard CAD software (Microstation) will be used to produce the drawings, in conformance with National CAD and City drafting standards. Final electronic deliverables to City will be in AutoCAD format.
8. The conformed drawings can be provided to the City in Microstation format. Once record drawings are completed under separate contract, record drawings will be provided to the City in AutoCAD format.
9. All meetings and workshops will be held at the WRF unless noted otherwise.
10. Design (standard) details will be prepared on 8-1/2-inch by 11-inch paper stock and will be bound in a volume separate from the drawings and specifications or combined with the specifications.
11. The design contract documents will be prepared for one design-bid-build construction contract.
12. The site is free of any hazardous wastes, asbestos, lead paint or other types of contamination that might require remediation.
13. Services During the Bid and Award Phase:
 - General Contractor selections will be by a conventional bidding process
 - The contract for construction will be bid only once.

CITY-PROVIDED SERVICES

1. City will provide to Consultant all data in City's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. City will make its facilities accessible to Consultant as required for Consultant's performance of its services.
3. City will give prompt notice to Consultant whenever City observes or becomes aware of any development that affects the scope or timing of Consultant's services, or of any defect in the work of Consultant.
4. The City will examine information submitted by Consultant and render in writing or otherwise provide decisions in a timely manner.
5. The City will furnish required information and approvals in a timely manner.
6. Reproduction, distribution and mailing costs for the bidding of the contracts for construction will be by the City.

SCOPE OF SERVICES

The Consultant will provide the City with the engineering design and bid and award services described herein.

The Consultant's scope of services consists of the following major tasks:

- Task 1: Project Management
- Task 2: Schematic Design
- Task 3: Design Development
- Task 4: Contract Documents
- Task 5: Bid Period Services
- Task 6: Quality Management

Task 1 - Project Management

The purpose the Project Management task is to establish and monitor compliance with project budget and schedule.

Task 1.1: Progress Meetings and Updates

The Consultant's project manager will meet with the City's project manager as required to review project progress and discuss upcoming work activities.

The Consultant's project manager will provide weekly email summaries of work completed, upcoming activities and unresolved issues.

Task 1.2: Project Management Plan

The purpose of this task is to prepare the detailed project management plan that will be used during the execution of this project work. Specific elements of the plan will include:

- Update Project Instructions: Define City and Consultant project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
- CAD/CAE Standards: Define CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
- Update Project Health and Safety Plan: Consultant will update a health and safety plan to apply to all employees working on this project. It will address safety in the office and during site visits.

Task 1.3: Decision Log

The Consultant's project manager will prepare and keep current a decision log documenting key project decisions.

Task 1.4: Invoicing, Cost and Schedule Control

The Consultant's project manager will prepare, implement, monitor, and update the project management plan as required throughout the project. The Consultant's project manager will manage, administer, coordinate, and integrate work of the Consultant's team as required to deliver the project within budget and on schedule.

Consultant's project manager will prepare and submit to the City's project manager on a monthly basis, an invoice, a brief cost and schedule status report and updated summary project schedule showing actual versus projected. The report shall include a narrative

description of progress to-date, actual costs for each major task, estimates of percent complete, and potential cost variances.

***Deliverables:** Project Management Plan; Email progress reports; Decision Log; Monthly status reports and invoices.*

Task 2 – Schematic Design (25 Percent Complete Level of Design)

The purpose of this task is to use the evaluation and recommendations developed in the Project Definition Report to further develop design concepts for the various project components. The end products from this task will include technical memorandums and preliminary drawings, which will provide sufficient information for City and agency review and design team coordination and review.

The cost savings resulting from a simplified Project Definition phase allowed the Schematic Design to be completed with remaining Project Definition funds.

The contents of the Schematic Design Report are anticipated to be as follows:

1. Executive Summary
2. Tertiary Evaluation
3. UV Evaluation
4. Instrumentation and Control
5. Tertiary Clarifier Coating

The Schematic Design will include the following major work elements:

- PDF markups of existing WRF drawings.
- If existing buildings require modifications, conduct a brief assessment to ensure the proposed modifications can be cost-effectively implemented
- Review constructability and sequencing
- Update and finalize design criteria
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions
- Update Construction Cost Estimate

The Consultant will conduct a 3-hour workshop with the City's personnel prior to the conclusion of the Schematic Design to review the deliverable work products. Consultant's project manager, design manager, and process lead engineers will attend.

***Deliverables:** Schematic Design Technical Memorandums, preliminary drawings, and workshop agenda and minutes*

Task 3 – Design Development (60% Complete Level of Design)

The purpose of this task is to utilize the conceptual decisions of the project that were made in the schematic design phase and develop the design in sufficient detail to convey the

design intent to City staff. The 60 percent design level construction drawings and specifications depict the final location and size of major components and systems.

Design development will include the following major work elements:

- Update and finalize process flow diagrams
- Finalize equipment selection and develop equipment data sheets
- Update and finalize P&ID's
- Prepare electrical one-line and typical control diagrams
- Prepare preliminary calculations
- Develop detailed drawings
- Prepare design details for each required discipline
- Develop draft specifications
- Update construction cost estimate
- Develop preliminary construction schedule

Consultant will conduct one 3-hour workshop to conduct a review of the work products with the City staff. Consultant's project manager, design manager and lead process engineers will attend.

***Deliverables:** 60% Design Development Drawings & Technical Specifications, and workshop agenda and minutes.*

Task 4 – Contract Documents (95% and 100% Complete Level of Design)

Task 4.1: Prepare 95% Contract Documents

The purpose of this task is to develop the final review contract drawings, specifications, design details, and schedules for competitive bidding. The following activities will be completed under this subtask:

- Finalize specification Divisions 0 and 1 documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders.
- Prepare construction drawings and design details.
- Prepare technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.
- Coordinate with City on plan reviews by outside agencies.
- Coordinate with City on advertising and bidding process.

Consultant will conduct one 3-hour workshop to conduct a review of the work products with the City staff. Consultant's project manager, design manager and lead process engineers will attend.

***Deliverables:** 95% review construction documents, workshop agenda and minutes*

Task 4.2: Incorporate Final Review Comments & Prepare Bid Set (100% Complete)

Consultant will modify the contract documents to reflect all agreed upon final review comments from the City, DEQ and Consultant's quality control review team. Reproducible final documents will then be submitted to the City.

***Deliverables:** Record of comments and responses, final 100% construction documents.*

Task 4.3 Construction Cost Estimate and Schedule

Based upon the information presented in the 95 percent draft plans and specifications and bid set, the Consultant will update the 60 percent design development construction cost estimate. The Consultant will update the construction schedule prepared during the 60 percent draft construction plans and specifications based on the 95 percent design package.

***Deliverables:** 60% Construction Cost Estimate & Schedule. 95% Construction Cost Estimate & Schedule.*

Task 5 Bid Period Services

The Consultant shall provide technical assistance as needed to interpret the contract documents during the construction contract bid phase. Correspondence with prospective bidders shall be documented in writing. Consultant team members shall attend the prebid conference and will assist in preparing technical addenda to the contract documents (if needed).

***Deliverables:** Written documentation of correspondence with bidders. Technical addenda to the contract documents (if needed).*

Task 6 – Quality Management

As part of each design phase, the Consultant will carry out a quality assurance program (QAP). The purpose of this QAP is to monitor the quality of the Project through the use of internal quality assurance/quality control (QA/QC) reviews as described herein. The Consultant will manage multidiscipline internal QA/QC review activities with senior review team. A QC review will be performed on process and cost calculations. Formal internal QA/QC reviews will be performed concurrent with the City's review of the 25%, 60%, and 95% deliverables.

A Quality Management Plan (QMP) will be prepared for the project to serve as a guide for all phases of the project. Key features of the QMP will include:

- A single point of contact responsible for all quality management.
- Independent quality review performed by discipline-specific quality reviewers to provide critical analysis without bias.
- Procedures for engineers; detailed checks of reports, calculations, drawings and specifications.

Audits by QA personnel will be conducted to verify conformance with the approved QMP and confirm that required checking and review functions are completed.

Design quality review documentation will demonstrate that quality review process is complete and review comments are acceptably addressed as a component of the overall records management system. The following documentation will be prepared, collected and properly stored in the project records system:

- Quality review forms used during internal quality reviews and issue tracking forms used to document those issues.
- Design review forms used by the City to document review comments
- Project checklists or milestone checklists, signed by the reviewer and the appropriate project staff
- Review-related correspondence with City staff and other external agencies or entities
- Audit correspondence, including results and corrective action documentation

The level of effort for this task includes preparation of the QMP and QC reviews for each of the design phases.

Task 6 Deliverables: *Quality Management Plan; Written documentation of QC reviews.*

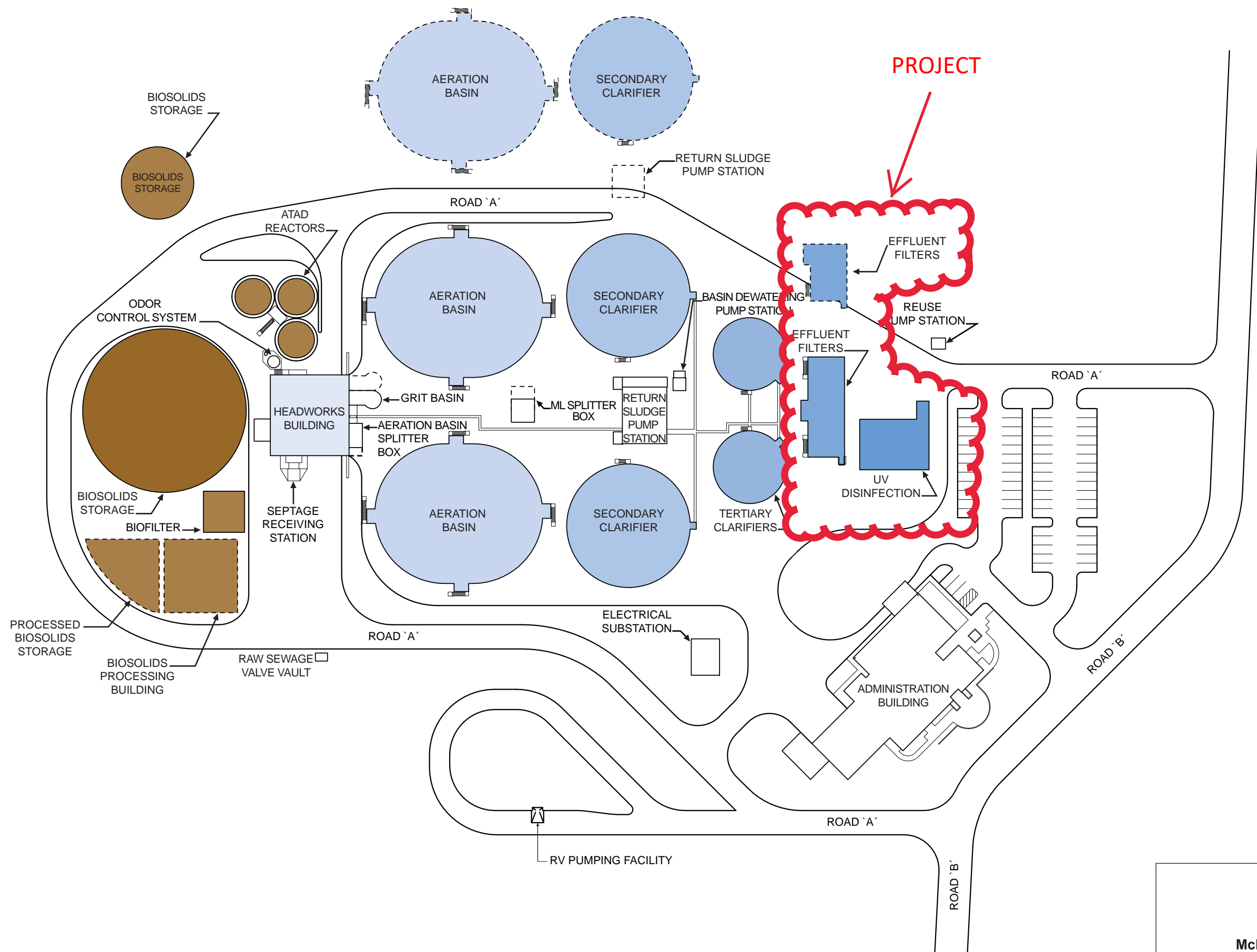
McMinnville WRF Tertiary and Disinfection

Price by Element



Task	Hours	Labor Subtotal	Expense	Subs	Travel	Subtotal
Top Task 03 - McMinnville WRF						
03.35.15.15 - DD Civil	26.00	2,641.74	0.00	0.00	0.00	2,641.74
03.35.15.20 - DD Electrical	142.00	12,821.76	0.00	0.00	0.00	12,821.76
03.35.15.25 - DD Inst and Controls	76.00	7,643.04	0.00	20,000.00	0.00	27,643.04
03.35.15.31 - DD Mechanical	320.00	53,835.20	0.00	0.00	0.00	53,835.20
03.35.15.35 - DD Structural	110.00	11,831.80	0.00	0.00	0.00	11,831.80
03.35.15.36 - DD Geo Engineering	4.00	894.28	0.00	0.00	0.00	894.28
03.35.15.40 - Cost Estimating	45.00	9,744.30	0.00	0.00	0.00	9,744.30
03.35.15.45 - DD Design Mgmt	114.00	18,491.94	0.00	0.00	0.00	18,491.94
03.35.15.50 - DDSpecs Processing	40.00	3,350.40	0.00	0.00	0.00	3,350.40
03.35.15.55 - DD Automation lead	75.00	7,628.25	0.00	0.00	0.00	7,628.25
03.35.15.80 - DDProject/Client Management	100.00	13,831.60	0.00	0.00	0.00	13,831.60
03.35.15.85 - DD QA/QC	31.00	6,929.74	0.00	0.00	0.00	6,929.74
03.35.20.15 - CD Civil	32.00	3,217.04	0.00	0.00	0.00	3,217.04
03.35.20.20 - CD Electrical	142.00	13,013.68	0.00	0.00	0.00	13,013.68
03.35.20.25 - CD Inst and Ctrl	96.00	9,270.72	0.00	0.00	0.00	9,270.72
03.35.20.31 - CD Mechanical	320.00	54,644.00	0.00	0.00	0.00	54,644.00
03.35.20.35 - CD Structural	120.00	13,508.40	0.00	0.00	0.00	13,508.40
03.35.20.36 - CD Geotech Eng	4.00	907.68	0.00	0.00	0.00	907.68
03.35.20.40 - CD Cost Estimating	45.00	9,887.30	0.00	0.00	0.00	9,887.30
03.35.20.45 - CD Design Mgmt	144.00	25,687.52	0.00	0.00	0.00	25,687.52
03.35.20.50 - CD Specs Processing	40.00	3,400.60	0.00	0.00	0.00	3,400.60
03.35.20.55 - CD Automation Lead	90.00	9,290.70	0.00	0.00	0.00	9,290.70
03.35.20.80 - CD Project/Client Mgmt	140.00	21,073.90	0.00	0.00	0.00	21,073.90
03.35.20.85 - CD QA/QC Review	47.00	10,667.18	0.00	0.00	0.00	10,667.18
03.36 - Bid Services	66.00	12,350.02	0.00	0.00	5,200.00	17,550.02
03.97 - Contingency	222.00	31,526.22	0.00	0.00	0.00	31,526.22
Subtotal for 03	2,591.00	368,089.01	0.00	20,000.00	5,200.00	393,289.01
Grand Total	2,591.00	368,089.01	0.00	20,000.00	5,200.00	393,289.01

Maintenance	57%	\$225,026.19
CIP	43%	\$168,262.82
Total Fee		\$393,289.01



LEGEND

- Existing
- - - - New

Figure ES-8

McMinnville Water Reclamation Facility
RECOMMENDED SITE PLAN AND PLANT LAYOUT



**City of McMinnville
City Attorney's Office**
230 NE Second Street
McMinnville, OR 97128
(503) 434-7303

www.mcminnvilleoregon.gov

MEMORANDUM

DATE: January 23, 2018
TO: Jeff Towery, City Manager
FROM: David Koch, City Attorney
SUBJECT: Option and Tower Lease Agreement with Verizon Wireless, LLC

Council Goal:

Plan for and Manage Financial Resources

Report in Brief:

The proposed Option and Tower Lease Agreement would grant Verizon Wireless, LLC, an option to lease space on the City of McMinnville's emergency communications tower and ground space adjacent to the tower for equipment. The value of the Option is \$6,750 for six months, or \$14,250 for the full year. If Verizon exercises the option, the lease would be for a term 15 years at a starting annual lease rate of \$27,000, increasing 2% each year.

Background:

In October of 2015 representatives for Verizon Wireless, LLC, approached the City with a proposal to lease a portion of the City's emergency communications tower located in the Fire Department parking lot, along with a portion of the ground space adjacent to the tower, for the installation and operation of cellular communications equipment.

Negotiations between the City and Verizon have resulted in several changes to Verizon's proposed lease which has resulted in:

- Reduction of the requested ground lease space from 230 sq. ft. to 171 sq. ft. (reducing impacts to Fire Department parking lot);
- Reduction in the total term of the lease from 25 years to 15 years;
- Payment to the City during the option period of up to \$14,250;
- An increase in the proposed starting annual lease rate from \$21,000 to \$27,000; and,
- Inclusion of significant protections for the City related to any possible interference with City operations caused by Verizon's activities or future public need for the tower and ground space

The City Attorney, City Manager and Fire Chief have reviewed the final proposed lease terms and recommend approval of the lease by the City Council.

Discussion:

The proposed option and tower lease agreement with Verizon would grant Verizon Wireless, LLC, a 6-month option to lease space on the City of McMinnville's emergency communications tower and ground space adjacent to the tower for equipment. During the initial Option period, Verizon will pay the City \$6,750, for exclusive rights to lease the tower and adjacent ground space, while they complete all

required permitting for the improvements. The agreement allows Verizon to extend the option for one additional six-month period in exchange for an additional payment of \$7,500.

If Verizon elects to exercise the Option, then they will receive a tower and ground lease for a term of up to 15 years, at a starting annual rent of \$27,000. The lease area includes approximately 12 feet of vertical space on the City's Tower, 171 sq. ft. of land space adjacent to the tower for equipment, and a 6 ft. wide utility easement for the installation and maintenance of underground wires, cables and conduits. Starting with the seventh year of the lease, the City has the option to terminate the lease upon finding that termination is in the public interest. In addition, the lease includes a strict prohibition against any measureable harmful interference with the City's use of the communications tower, and the City may terminate the lease if Verizon takes all necessary steps to prevent such interference. Verizon may terminate the lease with three months' notice and the payment to the City of a lease termination fee equal to one-year's rent.

During the course of negotiations, Verizon agreed to shorten the term of the lease from 25 years to 15 years, to decrease the ground space from 230 to 171 sq. ft. and to increase the starting rental rate from \$21,000 to \$27,000, in exchange for a two-percent cap on annual rent increases. In addition, Verizon agreed to a one-year limit on its rights to start the lease term and to make immediate option payments to the City, in exchange for exclusive rights to the tower space during the one-year option period.

Attachments:

Proposed Option and Tower Lease Agreement

Recommendation:

Approve Resolution 2018-06, approving the Option and Tower Lease Agreement with Verizon Wireless, LLC.

RESOLUTION NO. 2018-06

A Resolution Approving an Option and Tower Lease Agreement with Verizon Wireless, LLC.

RECITALS:

Representatives from Verizon Wireless, LLC (Verizon), approached the City of McMinnville in October of 2015 with a proposal to lease space on the City's emergency communications tower located at the City's Fire Station.

The City has engaged in discussions and negotiations with Verizon to ensure that any use of the Tower would not interfere with the City's use of the facility for emergency communications purposes, and to ensure a fair lease rate and terms for the use of the facility.

Representatives for City and Verizon have reached tentative agreement on the terms of an option and tower lease agreement, and agreed to recommend approval of the agreement to their respective decision makers.

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

1. The Option and Tower Lease Agreement with Verizon is approved, subject to the receipt of an executed Agreement from Verizon in the form set forth in Exhibit 'A' by not later than February 23, 2018.
2. The City Manager is authorized to execute the Agreement.
3. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the ____ day of _____ 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this ____ day of _____ 2018.

MAYOR

Approved as to form:



CITY ATTORNEY

OPTION AND TOWER LEASE AGREEMENT

This Option and Tower Lease Agreement ("Agreement") is made as of the date of the latter signature below, between City of McMinnville, an Oregon municipal corporation, with its mailing address located at 230 NE 2nd Street, McMinnville, OR 97128, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at 175 NE 1st Street McMinnville, OR 97128, as substantially described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as space (the "Tower Space") on an existing 140 foot tower (the "Tower"); together with an approximately 11' by 15'6" parcel of ground space (the "Land Space") containing approximately 171 square feet for the installation of LESSEE's equipment; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks to the Land Space and Tower Space; together with a non-exclusive 6' wide right-of-way ("Utility Right of Way") for the installation and maintenance of underground utility wires, cables, conduits, and pipes under a right-of-way extending from the nearest public right-of-way, South East First Street, to the Land Space; and together with a 6' wide right of way ("Cabling Space") for the installation and maintenance of underground utility wires, cables, conduits, and pipes running between the Land Space and Tower Space. The Tower Space, Land Space, Right of Way, Utility Right of Way, and Cabling Space are substantially described in Exhibit "B," attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises."

NOW THEREFORE, in consideration of the sum of Six Thousand-Seven Hundred-Fifty and 00/100 Dollars (\$6,750.00), to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within sixty (60) days after the full execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to six (6) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of six (6) months, unless LESSEE gives written notice to LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Seven-Thousand Five-Hundred and 00/100 Dollars (\$7,500.00) to LESSOR within thirty (30) days after the option being extended, provided LESSOR has supplied to LESSEE

the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE must give LESSOR at least twenty-four (24) hour's notice prior to accessing the Tower, or as soon as practical in an emergency at the following phone number: (503) 435-5827.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option ("Notice") shall be given by LESSEE to LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option and the following agreement shall take effect on the date specified in writing by LESSEE in the Notice.

TOWER LEASE AGREEMENT

This Tower Lease Agreement ("Agreement") is made as of the date of the latter signature below, between City of McMinnville, an Oregon municipal corporation, with its mailing address located at 230 NE 2nd Street, McMinnville, OR 97128, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

a. LESSOR hereby leases to LESSEE space (the "Tower Space") on an existing 140 foot tower (the "Tower"), at a RAD center of _____ as depicted in Exhibit "B" attached hereto and made a part hereof, located at 175 NE 1st Street McMinnville, OR 97128, as substantially described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"); together with an approximately 11' by 15'6" parcel of ground space (the "Land Space") containing approximately 171 square feet for the installation of LESSEE's equipment; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, subject to Paragraph 12, on foot or motor vehicle, including trucks to the Land Space and Tower Space.

b. In addition, LESSEE shall have a non-exclusive 6' wide right of way for the installation and maintenance of underground utility wires, cables, conduits, and pipes under a right-of-way extending from the nearest public right-of-way, South East First Street, to the Land Space ("Utility Right of Way"); and a non-exclusive 6' wide right of way for the installation and maintenance of underground utility wires, cables, conduits, and pipes between the Land Space and Tower Space ("Cabling Space"). All installation and maintenance activities in the Utility Right of Way or Cabling Space shall be coordinated and approved in advance by the City of McMinnville Fire Chief ("Fire Chief"), at the Fire Chief's sole but reasonable discretion, for the purpose of ensuring that all negative impacts to Fire Department operations caused by LESSEE'S activities are fully mitigated. In the event the Fire Chief does not either (i) provide LESSEE with notice of its disapproval of the plans and specifications in writing, with a reasonably detailed reason for such disapproval, or (ii) furnish LESSEE with written approval, within fifteen (15) days of the date of submission of the plans, LESSOR will be deemed to have approved them. LESSEE shall provide the Fire Chief with a minimum of thirty (30) days' written notice prior to the commencement of any staging or construction activity at the Property. Such notice shall include a description of the work, the dates and estimated duration of the work, a complete set of constructions plans and drawings, and a plan for restoration of the Premises (defined below) to its original condition,

reasonable wear and tear excepted. The LESSEE shall repair any damage to the Property caused by LESSEE's activities at the Property, reasonable wear and tear and casualty excepted, and LESSEE'S obligations for restoration shall not be deemed complete until approved in writing by the Fire Chief, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event the Fire Chief does not either (i) provide LESSEE with notice of its disapproval of the restoration in writing, with a reasonably detailed reason for such disapproval, or (ii) furnish LESSEE with written approval, within fifteen (15) days of the date of LESSEE's notice to LESSOR that the restoration is complete, LESSOR will be deemed to have approved the restoration.

c. The Tower Space, Land Space, Right of Way, Utility Right of Way and Cabling Space are substantially described in Exhibit "B," attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises." In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE, subject to LESSOR's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Subject to Paragraph 14 below, LESSOR may use at LESSOR's discretion the remaining portions of the Property outside the Premises, including those portions of the Tower outside of LESSEE's Tower Space.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL

a. This Agreement shall be effective as of the date of execution by both Parties ("Execution Date"), provided, however, the term shall be for fifteen (15) years ("Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a recorded vesting deed evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) in the event LESSEE is unable to verify LESSOR's federal tax information with the Internal Revenue Service, LESSOR shall provide LESSEE with such additional documentation as is reasonably required to verify such federal tax information. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

c. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. INTENTIONALLY OMITTED.

5. ANNUAL RENT INCREASES. Commencing on the first anniversary of the Commencement Date and on each annual anniversary of the Commencement Date thereafter, LESSEE's rent shall be increased by an amount equal to two-percent (2%) of the annual rental paid during the immediately preceding year.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of

LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS; LESSOR TERMINATION

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. Before commencing subsequent alterations to the Tower Space, LESSEE shall submit plans and specifications to LESSOR for LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notification to LESSOR, but not LESSOR's consent, is required for any modifications or alterations to the Land Space. In the event that the modifications or alterations require the relocation of the Utility Rights of Way or Cabling Space, such relocation would be subject to LESSOR's approval, which shall not be unreasonably withheld, conditioned, or delayed. In the event the LESSOR does not either (i) provide LESSEE notice of its disapproval of the plans and specifications in writing, with a reasonably detailed reason for such disapproval,

or (ii) furnish LESSEE with written approval, within fifteen (15) days of the date of submission of the plans, LESSOR will be deemed to have approved them. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSOR's consent shall not be required for equipment repairs or replacements with equipment that is of a "like kind" or substantially similar in nature (such replacement equipment to be substantially the same size and weight as the equipment being replaced), but LESSEE shall provide LESSOR with at least ten (10) days' notice before commencing any equipment replacements.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. LESSOR will have the right to terminate this Agreement if, in its sole but good faith discretion, it determines that it is in the public's best interest, provided that LESSOR gives LESSEE at least one (1) year's written notice prior to terminating the Agreement and the termination date established by the LESSOR is not less than seven (7) years after the Commencement Date. If the Tower is to be relocated, LESSOR will accommodate LESSEE on the relocated tower. If LESSEE cannot be accommodated on a replacement tower, a replacement tower is not built, or LESSOR otherwise terminates this Agreement for any reason other than pursuant to Paragraphs 14 or 27 below, LESSOR will pay LESSEE a termination fee equal to one (1) year's of the then-current rent ("Termination Fee"). The Termination Fee shall be paid to LESSEE within sixty (60) days after the later of (i) the termination date established by the LESSOR, or (ii) the date that LESSEE completes all removal obligations set forth in Paragraph 15, below.

d. LESSOR will have the right to lease or license any portion of the Tower or Property that is not leased to LESSEE pursuant to this Agreement, provided that such lease or license does not interfere with LESSEE's rights under this Agreement or LESSEE's equipment.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The liability of the LESSOR shall be subject in all cases to the immunities and limitations found in the Oregon Constitution and Torts Claim Act, if any.

9. INSURANCE.

a. During the term of this Agreement, LESSEE will maintain in force at its own expense, each insurance noted below:

- i. Workers Compensation insurance in compliance with Oregon workers' compensation statutory requirements for all of its subject workers. In addition to the statutory benefits, LESSEE will provide employers' liability insurance with limits of \$500,000 each accident for bodily injury, \$500,000 per employee for bodily injury, \$500,000 policy limit for bodily injury by disease.
- ii. General Liability insurance, on an occurrence basis, with a limit of \$2,000,000 per occurrence for Bodily Injury and Property Damage. It will include contractual liability coverage, product and completed operations coverage, and personal and advertising injury coverage.
- iii. Automobile Liability insurance with a combined single limit of \$2,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

LESSEE will include LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

b. Notice of cancellation or change. Upon receipt of notice from its insurer, LESSEE will use its best effort(s) to provide thirty (30) days prior written notice of cancellation.

c. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, the LESSEE will furnish ACORD insurance certificates to the LESSOR at the time the LESSEE returns the signed Agreement. For general liability insurance and automobile liability insurance, the certificate will state that the LESSOR, and its officers and employees, are included as additional insureds as their interest may appear under this Agreement and only with respect

to the LESSEE's activities undertaken in relation to this Agreement. The LESSEE will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that LESSEE pays a termination fee equal to twelve (12) months of the then-current rent and three (3) months prior notice is given to LESSOR.

12. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment provided that LESSEE gives LESSOR at least twenty-four (24) hour's notice prior to accessing the Tower, or as soon as practical in an emergency at the following phone number: (503 435-5827. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 33 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSOR represents and warrants that as of the date of this Agreement, LESSOR has provided to LESSEE (i) all structural analysis reports that have been prepared with respect to the

Tower; and (ii) a complete list of the equipment on the Tower as of the date of this Agreement. Throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are prepared with respect to the Tower promptly after the completion of the same. LESSEE acknowledges and agrees that it will be solely responsible for conducting any structural analysis of the Tower associated with LESSEE's equipment or improvements.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

14. INTERFERENCE. LESSEE represents and warrants that it will install equipment of the type and frequency that will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. Notwithstanding the provisions of Paragraphs 27(a) and 28 below, in the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps, and make a good faith effort, to correct and eliminate the interference within five (5) days of receipt of such notice, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR shall have right to terminate this Agreement with thirty (30) days written notice if LESSEE's equipment has not been powered down during the five (5) day interference cure period and remained powered down (except during intermittent testing) until a cure for eliminating the interference has been successfully implemented. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install

only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. Notwithstanding the foregoing, in the event LESSEE's existing equipment interferes with or is interfered by LESSOR's after-installed emergency services equipment, LESSEE and LESSOR shall cooperate to cure the interference and will agree to take all commercially reasonable steps, and make a good faith effort, to correct and eliminate the interference. If LESSEE determines that the interference between LESSEE's existing equipment and LESSOR's after installed emergency services equipment cannot be remedied, LESSEE, in its sole discretion, may terminate this Agreement without the payment of any termination fee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement (either, the "Removal Period"), remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR will retain the option, upon notice to LESSEE, to remove LESSEE's equipment after the expiration of the Removal Period.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that Removal Period set forth in Paragraph 15 above, unless the LESSOR grants revocable permission in writing to allow such holdover while the Parties are negotiating a new lease or lease extension in good faith. In the event that LESSOR does not grant or revokes permission for the holdover, the Removal Period period has expired, and LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier Removal Period set forth in Paragraph 15 shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the

same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. QUIET ENJOYMENT. Subject to the rights reserved by LESSOR in this Agreement, LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and

such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Oregon.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City Manager
City Of McMinnville – Oregon Municipal Corporation
230 NE 2nd Street
McMinnville, OR 97128

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: OR1 Ramona

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. Except as provided Paragraph 14 (Interference) above, in the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Except as provided Paragraph 14 (Interference) above, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party. If the non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable

and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum.

29. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

30. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss

of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/ PARTIAL INVALIDITY/ AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

City of McMinnville,
an Oregon municipal corporation

LESSEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

Jeff Towery, City Manager

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

(Legal Description of Property)

Lots 7 and 8, Block 4, of the original Town of McMinnville, Yamhill County, State of Oregon

Tax Lot No.: R4420AD09700

EXHIBIT "B"

(Description of Premises)

See attached.

EXHIBIT "C"

(Survey)

See attached.



OR1 RAMONA, ALT. 1

175 SE FIRST STREET
MCMINNVILLE, OR 97128
E911 ADDRESS: 175 SE FIRST STREET
MCMINNVILLE, OR 97128



ENGINEERING, INC.
"Engineering Integrated Solutions"
9615 S.W. Allen Blvd., Suite 107
Beaverton, Oregon 97005
Phone: (503) 726-3325
Fax: (503) 726-3326
E-mail: vfugate@rweng.com
Project No.: 708.695.001
Contact: VANESSA FUGATE

COORDINATES

LATITUDE: 45.208803° N
LONGITUDE: -123.198478° W

SITE ACCESS INFORMATION

24/7 ACCESS IS AVAILABLE.

DRIVING DIRECTIONS

TAKE I-84 W/US-30 W TOWARD PORTLAND. MERGE ONTO I-5 S/PACIFIC HWY 1 S VIA THE EXIT ON THE LEFT TOWARD SALEM/BEAVERTON. MERGE ONTO OR-99W VIA EXIT 294 TOWARD TIGARD/NEWBERG. FOLLOW OR-99W FOR 24.7 MILES INTO MCMINNVILLE. TAKE A LEFT ON FIRST STREET. SITE WILL BE IMMEDIATELY ON LEFT.

SITE NOTES

- SARZAR DATED 07/15/15 RECEIVED 10/21/15.
- PZDS DATES 01/08/16 RECEIVED 01/20/16.

EASEMENTS:

POWER:

- MWL WILL REQUIRE AN EASEMENT FROM EXISTING TRANSFORMER #2905 TO THE METERBASE. SITE ACQ WILL NEED TO PROVIDE MWL WITH LEGAL DESCRIPTION AND EXHIBIT FOR MWL TO WRITE THE EASEMENT. MWL WILL EXECUTE, NOTARIZE AND RECORD THE EASEMENT AND PROVIDE VZW A COPY FOR THEIR RECORDS.

TELCO:

- NO EASEMENT REQUIRED.

PROJECT CONTACTS

APPLICANT
VERIZON WIRELESS
5430 NE 122ND AVE
PORTLAND, OR 97230

PROJECT CONSULTANT
R&W ENGINEERING, INC
9615 SW ALLEN BLVD, STE 107
BEAVERTON, OR 97005
VANESSA FUGATE
PH: 503.726.3325
VFUGATE@RWENG.COM

REAL ESTATE CONSULTANT
MD7
SEAN LUSBY
SLUSBY@MD7.COM

CONSTRUCTION MANAGER
VERIZON WIRELESS
JASON FALLAU
PH: 541.981.3542
JASON.FALLAU@VERIZONWIRELESS.COM

LAND OWNER
MCMINNVILLE FIRE DEPARTMENT
CONTACT: CHIEF RICH LEIPPERT
PH: 503.435.5800

STRUCTURE OWNER
MCMINNVILLE FIRE DEPARTMENT
CONTACT: CHIEF RICH LEIPPERT
PH: 503.435.5800

POWER PROVIDER
MCMINNVILLE WATER & LIGHT
PO BOX 638
MCMINNVILLE, OR 97128
CONTACT: RYAN TIMM
PH: 503.472.6919
RYANT@MC-POWER.COM

FIBER/TELCO PROVIDER
WAVE BROADBAND
401 PARKPLACE CENTER, STE 500
KIRKLAND, WA 98033
CONTACT: JEFF MCCONVILLE
PH: 503.318.9804
JMCCONVILLE@WAVEBROADBAND.COM

DRAWING INDEX

SHEET	DESCRIPTION
T-1.0	TITLE SHEET
A-1.0	OVERALL SITE PLAN
A-2.0	PHOTOS
PG. 4	POWER EMAIL
PG. 5	FIBER EMAIL

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS SERVICES IS STRICTLY PROHIBITED.

R&W PROJECT NO.: 708.695.001

WALK DATES

NO.	DATE	BY:	DESCRIPTION
1	11/03/15	HDH	LOCKDOWN
2	03/02/16	VAF	POWER WALK
3	12/14/17	VAF	FIBER WALK

SUBMITTAL

NO.	DATE	BY:	DESCRIPTION
1	03/15/16	VAF	GENERIC FIBER
2	12/15/17	VAF	FINAL UCR
3	01/11/18	VAF	FINAL UCR - REV 1

SITE NAME

OR1 RAMONA

SITE ADDRESS

175 SE FIRST ST.
MCMINNVILLE, OR 97128

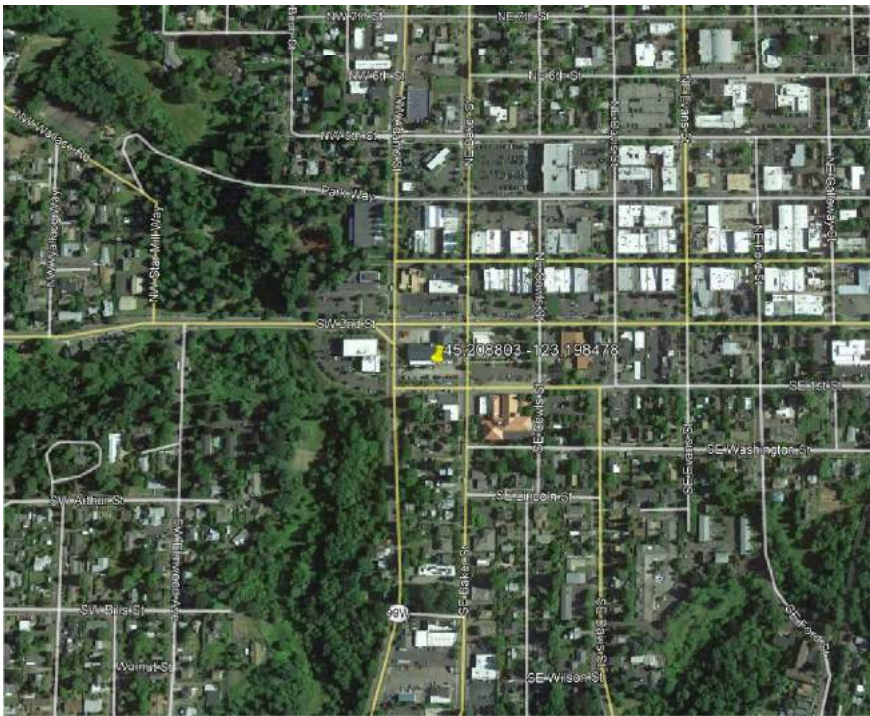
SHEET TITLE

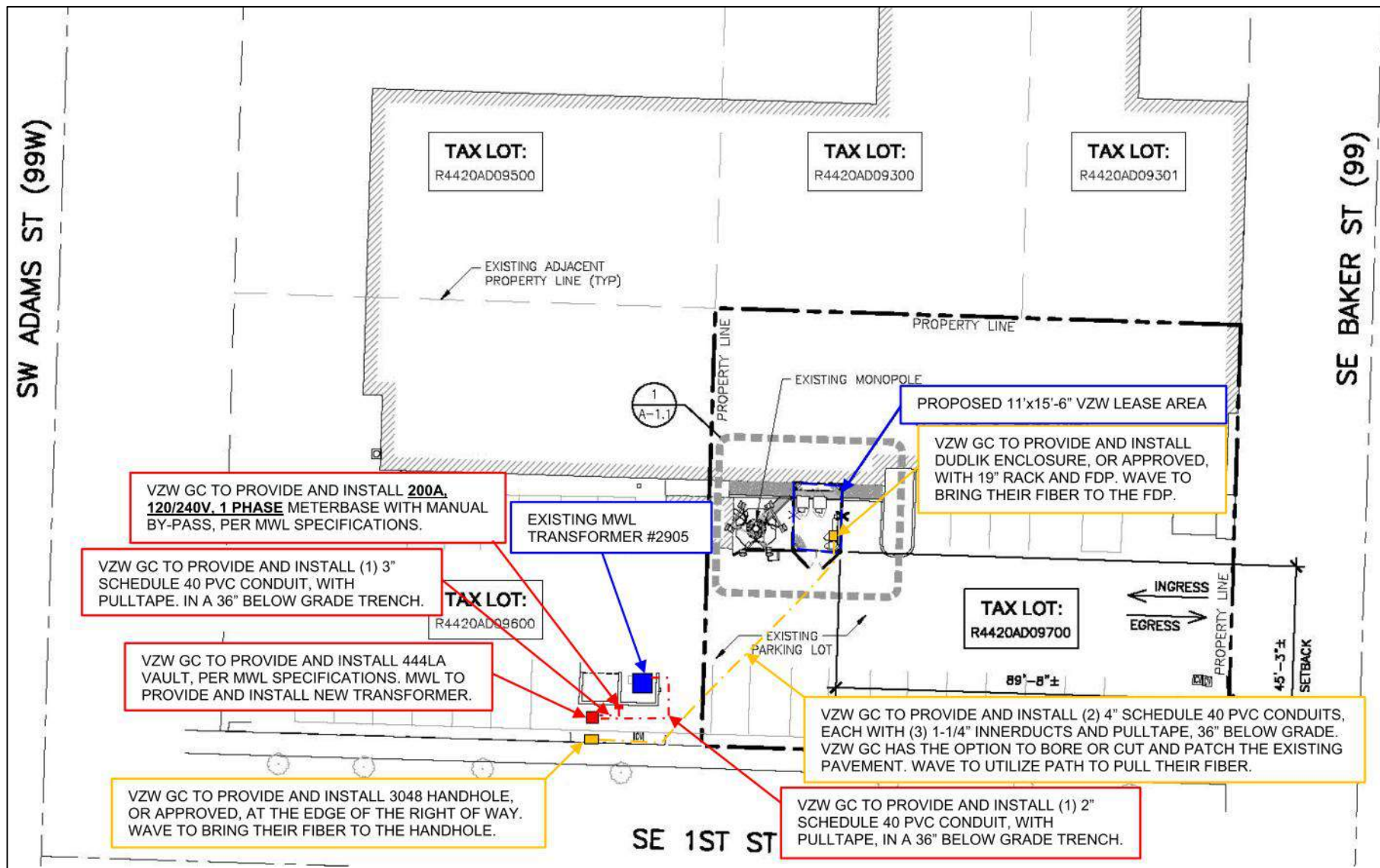
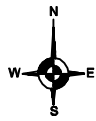
TITLE
SHEET

SHEET NO.

T-1.0

PROJECT VICINITY & AREA MAPS





CONSTRUCTION NOTES

GENERAL REQUIREMENTS

- **THIS UCR IS NOT A CONSTRUCTION, OR BID DOCUMENT.**
- **VZW GC TO REQUEST LOCATES BE PERFORMED PRIOR TO ANY EXCAVATION.**
- MAINTAIN PROPER CLEARANCES FROM ALL EXISTING AND NEW PIPING, DRAINAGE AND CONDUITS ON THE PROPERTY.
- ALL SWEEPS TO HAVE A MINIMUM 36" RADIUS.
- MWL WILL REQUIRE 24 HOUR ACCESS TO THEIR FACILITIES.
- **MWL WILL REQUIRE A MINIMUM 2 WEEKS NOTICE PRIOR TO CONSTRUCTION.**

POWER

AN OUTAGE WILL BE REQUIRED WHEN CONDUIT IS BEING ROUTED INTO THE EXISTING TRANSFORMER. VZW GC TO CAREFULLY COORDINATE OUTAGE WITH MWL AND OWNER REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK

- VZW GC TO STUB (1) 2" SCHEDULE 40 PVC CONDUIT WITH PULLTAPE AT BASE OF THE TRANSFORMER/TRASH RECEPTACLE WALL NEXT TO EXISTING MWL TRANSFORMER # 2905. COORDINATE EXACT STUB LOCATION WITH MWL REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK. **NOTE: VZW GC WILL NEED TO HAVE A "VAC" UNIT ONSITE TO ASSIST MWL WITH TUNNELING UNDER THE WALL/PAD.**
- VZW GC TO PLACE CONDUIT 36" BELOW GRADE AND EXTEND TO THE LOCATION OF THE NEW TRANSFORMER. COORDINATE EXACT ROUTING WITH MWL REPRESENTATIVE AND VZW FCM PRIOR TO COMMENCEMENT OF WORK. VZW GC HAS THE OPTION TO BORE OR CUT AND PATCH EXISTING PAVEMENT.
- VZW GC TO PROVIDE AND INSTALL 444LA TRANSFORMER VAULT WITH LID, PER MWL SPECIFICATIONS, BEHIND THE EXISTING TRANSFORMER. MWL TO PROVIDE AND INSTALL TRANSFORMER. COORDINATE EXACT LOCATION WITH MWL REPRESENTATIVE AND VZW FCM PRIOR TO INSTALLATION.
- VZW GC TO STUB (1) 3" SCHEDULE 40 PVC CONDUIT WITH PULLTAPE INTO THE NEW VAULT. COORDINATE EXACT STUB LOCATION WITH MWL REPRESENTATIVE PRIOR TO INSTALLATION.
- VZW GC TO PLACE CONDUIT IN A 36" BELOW GRADE TRENCH AND EXTEND TO THE LOCATION OF THE NEW METERBASE. COORDINATE EXACT ROUTING WITH MWL REPRESENTATIVE AND VZW FCM PRIOR TO COMMENCEMENT OF WORK.
- VZW GC TO SURFACE MOUNT NEW **200A, 120/240V, 1-PHASE** METERBASE WITH MANUAL BY-PASS, PER MWL SPECIFICATIONS, ON THE BACKSIDE OF THE TRANSFORMER/TRASH RECEPTACLE WALL. COORDINATE EXACT LOCATION WITH MWL REPRESENTATIVE AND VZW FCM PRIOR TO INSTALLATION.
- MWL WILL REQUIRE ALL INSPECTIONS BE COMPLETED PRIOR TO INSTALLING WIRING AND ENERGIZING THE SERVICE.

FIBER

- VZW GC TO PROVIDE AND INSTALL NEW 3048 HANDHOLE, OR APPROVED, AT THE EDGE OF THE RIGHT OF WAY ON SE 1ST STREET. COORDINATE EXACT LOCATION WITH WAVE BROADBAND REPRESENTATIVE AND VZW FCM PRIOR TO INSTALLATION. WAVE WILL MEET VZW WITH THEIR FIBER AT THE HANDHOLE.
- VZW GC TO STUB (2) 4" SCHEDULE 40 PVC CONDUITS, EACH WITH (3) 1-1/4" INNERDUCTS WITH PULLTAPE, INTO THE NEW HANDHOLE.
- VZW GC TO PLACE THE CONDUITS 36" BELOW GRADE AND EXTEND TO THE LOCATION OF VZW'S FIBER CABINET. VZW GC HAS THE OPTION TO BORE OR CUT AND PATCH THE EXISTING PAVEMENT. VERIFY EXACT ROUTING WITH VZW FCM PRIOR TO INSTALLATION.
- VZW GC TO PROVIDE AND INSTALL NEW DUDLIK ENCLOSURE, OR APPROVED, WITH 19" RACK AND FDP INSIDE THE FENCED LEASE AREA. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH WAVE BROADBAND REPRESENTATIVE AND VZW FCM PRIOR TO PURCHASE AND INSTALLATION.
- WAVE BROADBAND WILL BE THEIR FIBER FROM THE HANDHOLE AT THE EDGE OF THE RIGHT OF WAY TO THE FDP.



ENGINEERING, INC.
"Engineering Integrated Solutions"
9615 S.W. Allen Blvd., Suite 107
Beaverton, Oregon 97005
Phone: (503) 726-3325
Fax: (503) 726-3326
E-mail: vfugate@rweng.com
Project No.: 708.695.001
Contact: VANESSA FUGATE

DRAWING INDEX

SHEET	DESCRIPTION
T-1.0	TITLE SHEET
A-1.0	OVERALL SITE PLAN
A-2.0	PHOTOS
PG. 4	POWER EMAIL
PG. 5	FIBER EMAIL

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS SERVICES IS STRICTLY PROHIBITED.

R&W PROJECT NO.: 708.695.001

WALK DATES

NO.	DATE	BY:	DESCRIPTION
1	11/03/15	HDH	LOCKDOWN
2	03/02/16	VAF	POWER WALK
3	12/14/17	VAF	FIBER WALK

SUBMITTAL

NO.	DATE	BY:	DESCRIPTION
1	03/15/16	VAF	GENERIC FIBER
2	12/15/17	VAF	FINAL UCR
3	01/11/18	VAF	FINAL UCR - REV 1

SITE NAME

OR1 RAMONA

SITE ADDRESS

175 SE FIRST ST.
MCMINNVILLE, OR 97128

SHEET TITLE

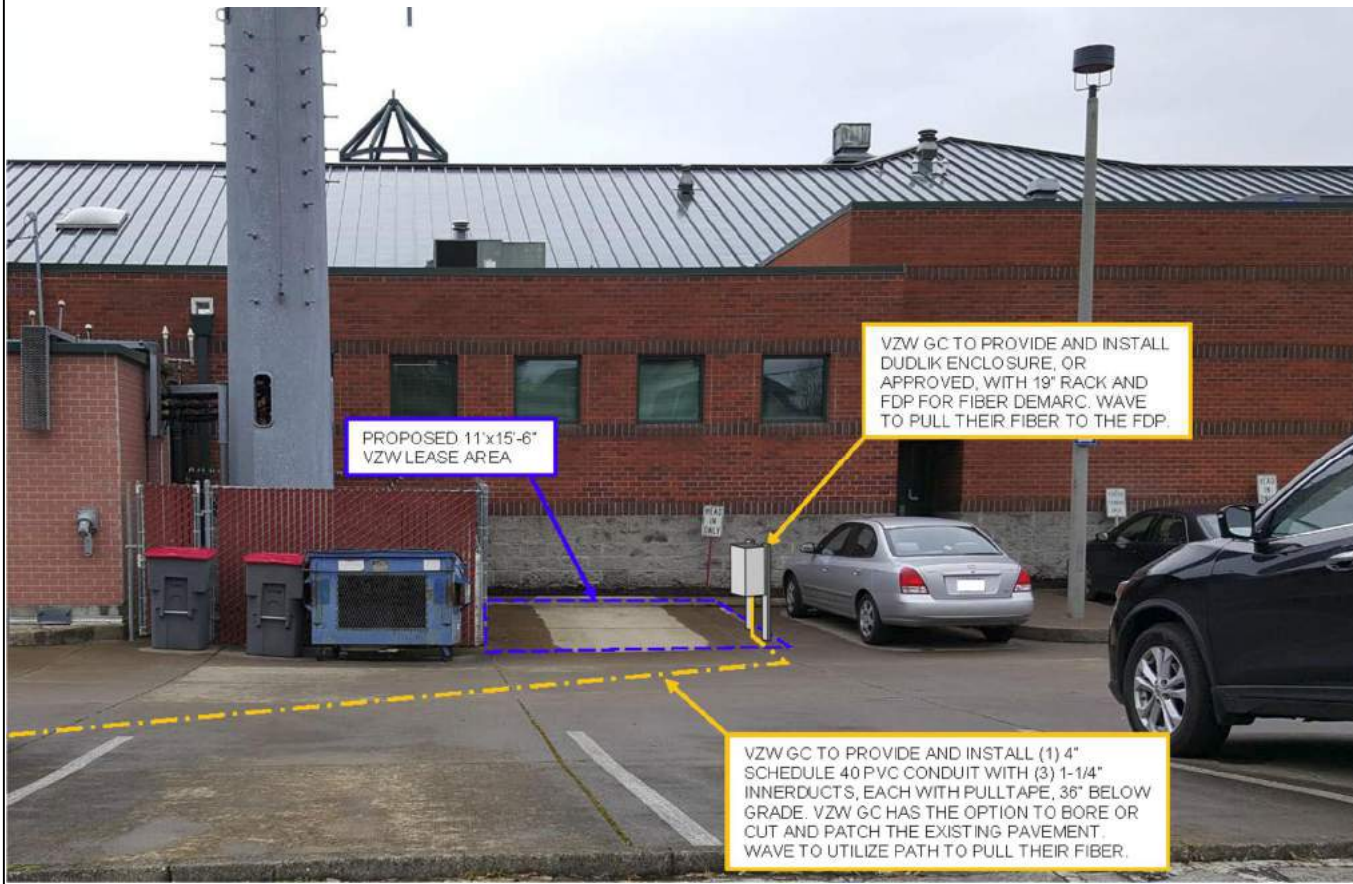
OVERALL
SITE PLAN

SHEET NO.

A-1.0



1	POWER PHOTO 1	SCALE: NTS
		SCALE: NTS



3	FIBER PHOTO 1	SCALE: NTS
		SCALE: NTS



2	POWER/FIBER PHOTO 1	SCALE: NTS
		SCALE: NTS



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"Engineering Integrated Solutions"
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Beaverton, Oregon 97005
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DRAWING INDEX

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SITE NAME

OR1 RAMONA

SITE ADDRESS

175 SE FIRST ST.
MCMINNVILLE, OR 97128

SHEET TITLE

PHOTOS

SHEET NO.

A-2.0

From: [Ryan Timm](#)
To: [Vanessa Fugate](#)
Cc: [Heather Harris](#); [Heidi Speer](#)
Subject: RE: VZW OR1 Ramona Generic Fiber UCR
Date: Tuesday, March 15, 2016 1:09:16 PM

Looks good.

Thank you,

Ryan Timm
McMinnville Water & Light
PO Box 638
503-472-6919

From: Vanessa Fugate [mailto:vfugate@rweng.com]
Sent: Tuesday, March 15, 2016 12:55 PM
To: Ryan Timm
Cc: Heather Harris; Heidi Speer
Subject: RE: VZW OR1 Ramona Generic Fiber UCR

Ryan,

Attached is the UCR with the requested changes made. Please let me know if any further changes are required.

Thanks!
[Vanessa Fugate](#)
R&W Engineering, Inc.
9615 SW Allen Blvd, Suite 107
Beaverton, OR 97005

(503) 726-3325 (direct)
(503) 747-8016 (mobile)
(503) 292-6000 (mainline)
(503) 726-3326 (fax)

Visit our NEW website: www.rweng.com

Please consider the environment before printing this email

From: Ryan Timm [mailto:RT@mc-power.com]
Sent: Tuesday, March 15, 2016 8:22 AM
To: Vanessa Fugate <vfugate@rweng.com>
Subject: RE: VZW OR1 Ramona Generic Fiber UCR

Vanessa,

A few things to clarify:

Vanessa Fugate

From: Elvina Spoon <espoon@wavebroadband.com>
Sent: Wednesday, January 3, 2018 10:19 AM
To: Jeff McConville; Vanessa Fugate
Subject: FW: OR1 Ramona Final UCR_FOR REVIEW
Attachments: OR1-Ramona-121917-FinalUCR-v1.pdf

I'm good with the UCR, please proceed.

Elvina Spoon

425.229.4595 (m)

Wavebusiness

From: Jeff McConville
Sent: Friday, December 22, 2017 1:28 PM
To: Vanessa Fugate <vfugate@rweng.com>; Elvina Spoon <espoon@wavebroadband.com>
Subject: RE: OR1 Ramona Final UCR_FOR REVIEW

This UCR is what we have agreed on looks good to me

Elvina do you have anything you see that you might want changed .

From: Vanessa Fugate [mailto:vfugate@rweng.com]
Sent: Friday, December 22, 2017 1:24 PM
To: Elvina Spoon <espoon@wavebroadband.com>; Jeff McConville <jmccconville@wavebroadband.com>
Subject: RE: OR1 Ramona Final UCR_FOR REVIEW

My apologies, with the attachment this time.

Thank you,
Vanessa Fugate
R&W Engineering, Inc.
9615 SW Allen Blvd, Suite 107
Beaverton, OR 97005

(503) 726-3325 (direct)
(503) 747-8016 (mobile)
(503) 292-6000 (mainline)
(503) 726-3326 (fax)

Longview, WA (360) 425-7750
Bend, OR (541) 322-8940

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Please consider the environment before printing this email

From: Elvina Spoon [<mailto:espoon@wavebroadband.com>]
Sent: Friday, December 22, 2017 12:44 PM
To: Vanessa Fugate <vfugate@rweng.com>; Jeff McConville <jmconville@wavebroadband.com>
Subject: RE: OR1 Ramona Final UCR_FOR REVIEW

Vanessa, please provide the revised UCR reflecting the change requested by Jeff McConville.

Elvina Spoon
425.229.4595 (m)
wavebusiness

From: Vanessa Fugate [<mailto:vfugate@rweng.com>]
Sent: Thursday, December 21, 2017 9:41 AM
To: Jeff McConville <jmconville@wavebroadband.com>
Cc: Elvina Spoon <espoon@wavebroadband.com>
Subject: RE: OR1 Ramona Final UCR_FOR REVIEW

Morning Jeff,

Per your request, I shifted over the handhole closer to the ROW. Please let me know if any other changes are required.

Thanks and Happy Holidays
Vanessa Fugate
R&W Engineering, Inc.
9615 SW Allen Blvd, Suite 107
Beaverton, OR 97005

(503) 726-3325 (direct)
(503) 747-8016 (mobile)
(503) 292-6000 (mainline)
(503) 726-3326 (fax)

Longview, WA (360) 425-7750
Bend, OR (541) 322-8940

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!

From: Vanessa Fugate
Sent: Tuesday, December 19, 2017 10:27 AM
To: Jason Fallau <jason.fallau@verizonwireless.com>; jmconville@wavebroadband.com
Cc: Elvina Spoon <espoon@wavebroadband.com>; Brian VanCleave <bvancleave@rweng.com>; Heidi Speer <hpreece@rweng.com>
Subject: OR1 Ramona Final UCR_FOR REVIEW

Good Morning,

Attached is the Final UCR for OR1 Ramona. Please review and let me know if any changes are required.

Thank you,

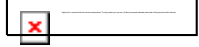
Vanessa Fugate

From: Fallau, Jason <jason.fallau@verizonwireless.com>
Sent: Wednesday, January 3, 2018 8:19 PM
To: Vanessa Fugate
Subject: Re: [E] FW: OR1 Ramona Final UCR_FOR REVIEW
Attachments: OR1-Ramona-121917-FinalUCR-v1 VZW Approved.pdf

Approved.

Thank you,

Jason Fallau
Construction Engineer
541-981-3542
jason.fallau@verizonwireless.com



On Wed, Jan 3, 2018 at 10:31 AM, Vanessa Fugate <vfugate@rweng.com> wrote:

Hey Jason,

Did I miss an email from you on this one, or have you had a chance to review yet?

Thanks!

Vanessa Fugate

R&W Engineering, Inc.

9615 SW Allen Blvd, Suite 107

Beaverton, OR 97005

[\(503\) 726-3325](tel:(503)726-3325) (direct)

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Longview, WA [\(360\) 425-7750](tel:(360)425-7750)

Bend, OR

[\(541\) 322-8940](tel:(541)322-8940)

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Please consider the environment before printing this email

From: Vanessa Fugate

Sent: Tuesday, December 19, 2017 10:27 AM

To: Jason Fallau <jason.fallau@verizonwireless.com>; jmconville@wavebroadband.com

Cc: Elvina Spoon <espoon@wavebroadband.com>; Brian VanCleave <bvancleave@rweng.com>; Heidi Speer <hpreece@rweng.com>

Subject: OR1 Ramona Final UCR_FOR REVIEW

Good Morning,

Attached is the Final UCR for OR1 Ramona. Please review and let me know if any changes are required.

Thank you,

Vanessa Fugate

R&W Engineering, Inc.

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[\(503\) 292-6000](tel:(503)292-6000) (mainline)

[\(503\) 726-3326](tel:(503)726-3326) (fax)



REGISTERED ARCHITECT

ROBERT J. LARA

License # 5897

• PLANTATION, FL •

STATE OF OREGON

ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

3	02/28/17	ISSUED FOR SUBMITTAL
2	02/27/17	ISSUED FOR REVIEW
1	02/02/17	ISSUED FOR REVIEW
0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW
No.	Date	Revision



MORRISON HERSHFIELD
600 STEWART ST, SUITE 200
SEATTLE, WA 98101
Tel: 206.268.7370
www.morrisonhershfield.com

OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

COVER
SHEET

Revision No:	Sheet No:
--------------	-----------

T-1

The map displays McMinnville, Oregon, with a black star indicating the project site at the intersection of NE Baker St and SE 1st St. The map shows a network of streets including NW Wallace Rd, NE 12th St, NE 9th Ave, NE 4th St, NE 3rd St, NE 2nd St, NE 1st St, SE 1st St, SE 2nd St, SE 3rd St, SE 4th St, SE 5th St, SE 6th St, SE 7th St, SE 8th St, SE 9th St, SE 10th St, SE 11th St, SE 12th St, SE 13th St, SE 14th St, SE 15th St, SE 16th St, SE 17th St, SE 18th St, SE 19th St, SE 20th St, SE 21st St, SE 22nd St, SE 23rd St, SE 24th St, SE 25th St, SE 26th St, SE 27th St, SE 28th St, SE 29th St, SE 30th St, SE 31st St, SE 32nd St, SE 33rd St, SE 34th St, SE 35th St, SE 36th St, SE 37th St, SE 38th St, SE 39th St, SE 40th St, SE 41st St, SE 42nd St, SE 43rd St, SE 44th St, SE 45th St, SE 46th St, SE 47th St, SE 48th St, SE 49th St, SE 50th St, SE 51st St, SE 52nd St, SE 53rd St, SE 54th St, SE 55th St, SE 56th St, SE 57th St, SE 58th St, SE 59th St, SE 60th St, SE 61st St, SE 62nd St, SE 63rd St, SE 64th St, SE 65th St, SE 66th St, SE 67th St, SE 68th St, SE 69th St, SE 70th St, SE 71st St, SE 72nd St, SE 73rd St, SE 74th St, SE 75th St, SE 76th St, SE 77th St, SE 78th St, SE 79th St, SE 80th St, SE 81st St, SE 82nd St, SE 83rd St, SE 84th St, SE 85th St, SE 86th St, SE 87th St, SE 88th St, SE 89th St, SE 90th St, SE 91st St, SE 92nd St, SE 93rd St, SE 94th St, SE 95th St, SE 96th St, SE 97th St, SE 98th St, SE 99th St, SE 100th St. The map also shows Linfield College, Joe Dancer Park, and the South Yamhill River. A north arrow is located in the top right corner.

- HEAD SOUTHBOUND ON I-5 TOWARD SALEM
- AT EXIT 294, TAKE RAMP RIGHT FOR OR-99W TOWARD NEWBERG / TIGARD
- KEEP STRAIGHT ONTO OR-99W / SW PACIFIC HWY
- TURN LEFT ONTO OR-18 W / SE DAYTON BYP
- TAKE RAMP RIGHT AND FOLLOW SIGNS FOR SALMON RIVER SPUR
- BEAR RIGHT ONTO OR-18 SPUR / NE THREE MILE LN
- ROAD NAME CHANGES TO SE THREE MILE LN
- BEAR LEFT ONTO SE 1ST ST
- TURN RIGHT ON SE BAKER ST
- LEFT INTO BACK OF FIRE STATION PARKING

JURISDICTION:	CITY OF McMINNVILLE
ZONING CLASS:	C3
OCCUPANCY GROUP:	UTILITY
CONSTRUCTION TYPE:	II-B
TAX PARCEL ID:	R4420AD09700
PARCEL SIZE:	12,000± S.F. (0.25 ACRE)
LATITUDE:	45°12'31.70" N 45.208806°
LONGITUDE:	123°11'54.57" W -123.198492°
GROUND ELEVATION:	150.1' AMSL
STRUCTURE HEIGHT:	±153'-11" (TOP OF EXISTING ANTENNAS) ±140'-5" (TOP OF EXISTING MONOPOLE) 83'-0" (TOP OF PROPOSED ANTENNAS)
LEASE AREA:	170.5 S.F.

SEE SITE SURVEY.

**APPLICANT/CLIENT AND
IMPLEMENTATION CONTACT:**
JASON FALLAU
VERIZON WIRELESS (VAW) LLC
(d/b/a VERIZON WIRELESS)
5430 NE 122ND AVE
PORTLAND, OR 97230
PHONE: (541) 981-3542
jason.fallau@verizonwireless.com

PROPERTY OWNER CONTACT:
CHIEF RICH LEIPFERT
MCMINNVILLE FIRE DEPARTMENT
175 SE FIRST STREET
MCMINNVILLE, OR 97128
PHONE: (503) 435-5800

<u>APPLICANT/CLIENT CONTACT:</u>	<u>A/E CONTACT:</u>
SEAN LUSBY	ROY LORETE
MD7	MORRISON HERSHFELD CORP
110570 SE WASHINGTON STREET, SUITE 203	600 STEWART ST, SUITE 200
PORTLAND, OR 97216	SEATTLE, WA 98101
PHONE: (XXX) XXX-XXXX	PHONE : (206) 268-7370
slusby@md7.com	rlorete@morrisonhershfield.com

SURVEYOR:
DUNCANSON COMPANY, INC.
145 SW 155TH ST, SUITE 102
SEATTLE, WA 98166
PHONE: (206) 244-4141

A&E CONTACT:
ROY LORETE
MORRISON HERSHFIELD CORP
600 STEWART ST, SUITE 200
SEATTLE, WA 98101
PHONE : (206) 268-7370
rlorete@morrisonhershfield.com

PROFESSIONAL OF RECORD:
ROBERT J LARA
MORRISON HERSHFIELD CORP
PHONE: (954) 577-4668
rlara@morrisonhershfield.com

VERIZON WIRELESS PROPOSES TO INSTALL AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE INSTALLATION OF (12) NEW PANEL ANTENNAS WITH A 83'-0" TIP HEIGHT, (13) RRU's, (6) HYBRID CABLES AND (6) RAYCAP SPLITTER/SURGE SUPPRESSORS ON A PROPOSED PLATFORM MOUNT ON AN EXISTING MONOPOLE. ALSO PROPOSED IS THE INSTALLATION OF (2) EQUIPMENT CABINETS AND (6) RAYCAP SURGE SUPPRESSORS MOUNTED IN EQUIPMENT CABINET WITHIN A 11'-0"x15'-6" FENCED LEASE AREA.

SHEET	DESCRIPTION
T-1	COVER SHEET
T-2	GENERAL NOTES AND SYMBOLS
SV1	SITE SURVEY
A-1	SITE PLAN
A-1.1	EXISTING & PROPOSED COMPOUND PLANS
A-1.2	PROPOSED EQUIPMENT PLAN
A-2	EXISTING ELEVATION
A-2.1	PROPOSED ELEVATION
A-3	CONSTRUCTION DETAILS
A-4	CONSTRUCTION DETAILS
A-5	CONSTRUCTION DETAILS
RF-1	PROPOSED ANTENNA CONFIGURATION
S-1	STRUCTURAL NOTES
S-2	STRUCTURAL DETAILS
E-1	ELECTRICAL NOTES AND SYMBOLS
E-2	ELECTRICAL SITE PLAN
E-3	ELECTRICAL PLAN, NOTES AND RISER DIAGRAM
E-4	GROUNDING PLAN AND NOTES
E-5	GROUNDING DETAILS AND PANEL SCHEDULE
E-6	GROUNDING DETAILS
E-7	GROUNDING DETAILS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

OREGON STATE AND LOCAL BUILDING CODES WITH THE FOLLOWING REFERENCE CODE:

2014 OREGON STRUCTURAL SPECIALTY CODE
2014 NATIONAL ELECTRICAL CODE
2014 OREGON MECHANICAL SPECIALTY CODE
2012 NFPA 101 LIFE SAFETY CODE

	SIGNATURE	DATE
REPRESENTATIVE		
SITE OWNER		
RF ENGINEER		

GENERAL NOTES		LINE/ANTENNA NOTES		ABBREVIATIONS		DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.	
<div>1. WORK SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS. ALL NECESSARY LICENSES, CERTIFICATES, ETC., REQUIRED BY AUTHORITY HAVING JURISDICTION SHALL BE PROCURED AND PAID FOR BY THE CONTRACTOR.</div> <div>2. MORRISON HERSHFIELD CORPORATION HAS NOT CONDUCTED, NOR DOES IT INTEND TO CONDUCT ANY INVESTIGATION AS TO THE PRESENCE OF HAZARDOUS MATERIAL, INCLUDING, BUT NOT LIMITED TO, ASBESTOS WITHIN THE CONFINES OF THIS PROJECT. MORRISON HERSHFIELD CORPORATION DOES NOT ACCEPT RESPONSIBILITY FOR THE INDEMNIFICATION, THE REMOVAL, OR ANY EFFECTS FROM THE PRESENCE OF THESE MATERIALS. IF EVIDENCE OF HAZARDOUS MATERIALS IS FOUND, WORK IS TO BE SUSPENDED AND THE OWNER NOTIFIED. THE CONTRACTOR IS NOT TO PROCEED WITH FURTHER WORK UNTIL INSTRUCTED BY THE OWNER IN WRITING.</div> <div>3. ALL MATERIAL FURNISHED UNDER THIS CONTRACT SHALL BE NEW, UNLESS OTHERWISE NOTED. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP. THE CONTRACTOR SHALL REPAIR OR REPLACE AT HIS EXPENSE ALL WORK THAT MAY DEVELOP DEFECTS IN MATERIALS OR WORKMANSHIP WITHIN SAID PERIOD OF TIME OR FOR ONE YEAR AFTER THE FINAL ACCEPTANCE OF THE ENTIRE PROJECT, WHICHEVER IS GREATER.</div> <div>4. THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND UTILITIES AT THE JOB SITE BEFORE WORK IS STARTED. NO CLAIMS FOR EXTRA COMPENSATION FOR WORK WHICH COULD HAVE BEEN FORESEEN BY AN INSPECTION, WHETHER SHOWN ON THE CONTRACT DOCUMENTS OR NOT, WILL BE ACCEPTED OR PAID.</div> <div>5. THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING DIMENSIONS AND CONDITIONS AT THE JOB SITE WHICH COULD AFFECT THE WORK UNDER THIS CONTRACT. ALL MANUFACTURERS RECOMMENDED SPECIFICATIONS, EXCEPT THOSE SPECIFICATIONS HEREIN, WHERE MOST STRINGENT SHALL BE COMPLIED WITH.</div> <div>6. THE CONTRACTOR SHALL VERIFY AND COORDINATE SIZE AND LOCATION OF ALL OPENINGS FOR STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, CIVIL, OR ARCHITECTURAL WORK.</div> <div>7. THE CONTRACTOR SHALL VERIFY THAT NO CONFLICTS EXIST BETWEEN THE LOCATIONS OF ANY AND ALL MECHANICAL, ELECTRICAL, PLUMBING, OR STRUCTURAL ELEMENTS, AND THAT ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE ARE MET. NOTIFY THE CONSULTANT OF ANY CONFLICTS. THE CONSULTANT HAS THE RIGHT TO MAKE MINOR MODIFICATIONS IN THE DESIGN OF THE CONTRACT WITHOUT THE CONTRACTOR GETTING ADDITIONAL COMPENSATION.</div> <div>8. DO NOT SCALE THE DRAWINGS. DIMENSIONS ARE EITHER TO THE FACE OF FINISHED ELEMENTS OR TO THE CENTER LINE OF ELEMENTS, UNLESS NOTED OTHERWISE. CRITICAL DIMENSIONS SHALL BE VERIFIED AND NOTIFY THE CONSULTANT OF ANY DISCREPANCIES.</div> <div>9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEAN UP OF ALL TRADES AND REMOVE ALL DEBRIS FROM THE CONSTRUCTION SITE. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL THOROUGHLY CLEAN THE BUILDING, SITE, AND ANY OTHER SURROUNDING AREAS TO A BETTER THAN EXISTING CONDITION.</div> <div>10. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, ETC. ACCORDING TO APPLICABLE CODES, STANDARDS, AND GOOD CONSTRUCTION PRACTICES.</div> <div>11. THE CONTRACTOR SHALL MEET ALL OSHA REQUIREMENTS FOR ALL INSTALLATIONS.</div> <div>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING CONSTRUCTION AND REPAIR ALL DAMAGES TO BETTER THAN NEW CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DAMAGE TO THE BUILDING SITE OR ANY ADJACENT STRUCTURES AROUND THE PROJECT. THE CONSULTANT SHALL BE SOLE AND FINAL JUDGE AS TO THE QUALITY OF THE REPAIRED CONSTRUCTION. ANY ADDITIONAL MODIFICATIONS WHICH MUST BE MADE SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.</div> <div>13. WHERE ONE DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS OR REFERRED TO IN THE SPECIFICATIONS, UNLESS NOTED OTHERWISE.</div> <div>14. WHERE NEW PAVING, CONCRETE SIDEWALKS OR PATHS MEET EXISTING CONSTRUCTION, THE CONTRACTOR SHALL MATCH THE EXISTING PITCH, GRADE, AND ELEVATION SO THE ENTIRE STRUCTURE SHALL HAVE A SMOOTH TRANSITION.</div> <div>15. THE CONTRACTOR SHALL MODIFY THE EXISTING FLOORS, WALL, CEILING, OR OTHER CONSTRUCTION AS REQUIRED TO GAIN ACCESS TO AREAS FOR ALL MECHANICAL, PLUMBING, ELECTRICAL, OR STRUCTURAL MODIFICATIONS. WHERE THE EXISTING CONSTRUCTION DOORS, PARTITIONS, CEILING, ETC., ARE TO BE REMOVED, MODIFIED, OR REARRANGED OR WHERE THE EXPOSED OR HIDDEN MECHANICAL, ELECTRICAL, SYSTEMS ARE ADDED OR MODIFIED, THE GENERAL CONTRACTOR SHALL REPAIR, PATCH AND MATCH ALL EXISTING CONSTRUCTION AND FINISHES OF ALL FLOORS WALLS AND CEILINGS. WHERE CONCRETE MASONRY CONSTRUCTION IS MODIFIED, THE CONTRACTOR SHALL TOOTH IN ALL NEW CONSTRUCTION TO MATCH THE EXISTING BOND. WHERE CONCRETE CONSTRUCTION IS MODIFIED, THE CONTRACTOR SHALL VERIFY THE EXACT DETAILS TO BE USED FOR CONSTRUCTION. ALL WORK SHALL BE COVERED UNDER THE GENERAL CONTRACT.</div> <div>16. VERIFY ALL EXISTING DIMENSIONS PRIOR TO PERFORMING WORK.</div> <div>17. VERIFY LOCATION OF ALL BURIED UTILITIES PRIOR TO ANY EXCAVATION.</div> <div>18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING FOR COMMERCIAL POWER IMMEDIATELY UPON AWARD OF CONTRACT. THE GENERAL CONTRACTOR IS REQUIRED TO KEEP ALL DOCUMENTATION RECEIVED FROM THE POWER COMPANY, ACKNOWLEDGING APPLICATION FOR POWER, WRITTEN AND VERBAL DISCUSSIONS WITH THE POWER COMPANY, ETC.</div> <div>19. THE GENERAL CONTRACTOR SHALL OBTAIN WRITTEN CONFIRMATION OF THE EXPECTED DATE OF COMPLETION OF THE POWER CONNECTION FROM THE POWER COMPANY.</div> <div>20. IF THE POWER COMPANY IS UNABLE TO PROVIDE THE POWER CONNECTION BY OWNER'S REQUIRED DATE, THE GENERAL CONTRACTOR SHALL PROVIDE AND MAINTAIN A TEMPORARY GENERATOR UNTIL THE POWER COMPANY CONNECTION IS COMPLETED. COSTS ASSOCIATED WITH THE TEMPORARY GENERATOR TO BE APPROVED BY THE OWNER.</div> <div>21. IF THE GENERAL CONTRACTOR FAILS TO TAKE NECESSARY MEASURES AS DESCRIBED IN NOTES 19, 20 AND 21 ABOVE, THE GENERAL CONTRACTOR SHALL PROVIDE A TEMPORARY GENERATOR AT NO COST TO THE OWNER.</div> <div>22. PLANS PART OF THIS SET ARE COMPLEMENTARY. INFORMATION IS NOT LIMITED TO ONE PLAN. DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY THE OWNER ON OTHER PROJECTS OR EXTENSION TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT. THESE PLANS WERE PREPARED TO BE SUBMITTED TO GOVERNMENTAL BUILDING AUTHORITIES FOR REVIEW FOR COMPLIANCE WITH APPLICABLE CODES AND IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO BUILD ACCORDING TO APPLICABLE BUILDING CODES.</div> <div>23. IF CONTRACTOR OR SUB-CONTRACTOR FIND IT NECESSARY TO DEVIATE FROM ORIGINAL APPROVED PLANS, THEN IT IS THE CONTRACTOR'S AND THE SUB-CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE ARCHITECT WITH 4 COPIES OF THE PROPOSED CHANGES FOR HIS APPROVAL BEFORE PROCEEDING WITH THE WORK. IN ADDITION THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROCURING ALL NECESSARY APPROVALS FROM THE BUILDING AUTHORITIES FOR THE PROPOSED CHANGES BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROCURING ALL NECESSARY INSPECTIONS AND APPROVALS FROM BUILDING AUTHORITIES DURING THE EXECUTION OF THE WORK.</div> <div>24. IN EVERY EVENT, THESE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL BE INTERPRETED TO BE A MINIMUM ACCEPTABLE MEANS OF CONSTRUCTION BUT THIS SHALL NOT RELIEVE THE CONTRACTOR, SUB-CONTRACTOR, AND/OR SUPPLIER/MANUFACTURER FROM PROVIDING A COMPLETE AND CORRECT JOB WHEN ADDITIONAL ITEMS ARE REQUIRED TO THE MINIMUM SPECIFICATION. IF ANY ITEMS NEED TO EXCEED THESE MINIMUM SPECIFICATIONS TO PROVIDE A COMPLETE, ADEQUATE AND SAFE WORKING CONDITION, THEN IT SHALL BE THE DEEMED AND UNDERSTOOD TO BE INCLUDED IN THE DRAWINGS. FOR EXAMPLE, IF AN ITEM AND/OR PIECE OF EQUIPMENT REQUIRES A LARGER WIRE SIZE (I.E. ELECTRICAL WIRE), STRONGER OR LARGER PIPING, INCREASED QUANTITY (I.E. STRUCTURAL ELEMENTS), REDUCED SPACING, AND/OR INCREASED LENGTH (I.E. BOLT LENGTHS, BAR LENGTHS) THEN IT SHALL BE DEEMED AND UNDERSTOOD TO BE INCLUDED IN THE BID/PROPOSAL. THESE DOCUMENTS ARE MEANT AS A GUIDE AND ALL ITEMS REASONABLY INFERRED SHALL BE DEEMED TO BE INCLUDED.</div> <div>25. THESE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL NOT BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP OF ANY KIND BETWEEN THE ARCHITECT AND THE CONTRACTOR.</div> <div>26. CONTRACTOR & ANY SUBCONTRACTORS TO MAINTAIN KEEPING THE ROAD ACCESS GATE LOCKED AT ALL TIMES.</div> <div>27. IN RAWLAND CONDITIONS, TOWER FOUNDATION STRUCTURAL STEEL TO BE GROUNDED PRIOR TO CONCRETE POUR. TOWER FOUNDATION STRUCTURAL STEEL TO BE CONNECTED TO PERMANENT GROUND ROD PRIOR TO TOWER ERECTION. TOWER GROUND MUST BE MAINTAINED AT ALL TIMES.</div>		<div>1. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIA. BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED FROM THE PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED OTHERWISE NOTED. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS OTHER WISED NOTED. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.</div> <div>2. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.</div> <div>3. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND NOTIFY CONSULTANT OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.</div> <div>4. PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.</div> <div>5. THOROUGHLY REMOVE ALL PAINT AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS.</div> <div>6. MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. ALL BENDS TO BE A MIN. OF 8" RADIUS</div> <div>7. FOR GROUNDING TO BUILDING FRAME & HATCH PLATE GROUND BARS. USE A TWO-BOLT HOLE NEMA DRILLED CONNECTOR SUCH AS T&B 32007 OR APPROVED EQUAL</div> <div>8. FOR ALL EXTERNAL GROUND CONNECTIONS, CLAMPS & CADWELDS, APPLY A LIBERAL PROTECTIVE COATING OR AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DEARBORN CHEMICAL COMPANY.</div> <div>9. REPAIR ALL GALVANIZED SURFACES THAT HAVE BEEN DAMAGED BY THERMO-WELDING. USE ERICO T-319 GALVANIZING BAR/COLD GALVANIZING PAINT.</div> <div>10. SEAL ALL CONDUIT PENETRATIONS INTO MODULAR BUILDING WITH A SILICONE SEALANT AND ALL CONDUIT OPENINGS.</div> <div>11. ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE AT DISTANCES NOT TO EXCEED 3' OR THE CABLE MANUFACTURES SPECIFICATIONS WHICHEVER IS LESS, WITH HARDWARE SPECIFIED IN THE COAXIAL CABLE ROUTING DETAILS OF THE SUPPLIED STRUCTURAL REPORT.</div> <div>12. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING THREE (3) TYPEWRITTEN SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED TO THE SPECIFICATIONS AND PARAMETERS OUTLINED BY THE VERIZON WIRELESS RADIO FREQUENCY THRU ENGINEER. THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE. (1) COPY TO BE PLACED IN SHELTER.</div> <div>13. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING VERIZON WIRELESS WITH THREE TYPE WRITTEN TIME DOMAIN REFLECTOMETER TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.</div> <div>14. VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.</div> <div>15. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" DIA, AND SHALL NOT EXCEED 6'-0"</div> <div>16. ALL MAIN TRANSMISSION CABLE WILL BE TERMINATED AT A VERIZON WIRELESS POLYPHASER PROTECTOR LOCATED WITHIN 1'-0" OF THE EQUIPMENT SHELTER.</div> <div>17. ANTENNA CABLE LENGTHS HAVE BEEN DETERMINED BASED ON THESE PLANS. CABLE LENGTHS LISTED ARE APPROXIMATED AND ARE NOT INTENDED TO BE USED FOR FABRICATION DUE TO FIELD CONDITIONS ACTUAL CABLE LENGTHS REQUIRE. CONTRACTOR MUST FIELD VERIFY ANTENNA CABLE LENGTHS PRIOR TO ORDER.</div> <div>18. ALL MAIN CABLES WILL BE COLOR CODED AT FOUR LOCATIONS: A) AT ANTENNA PRIOR TO JUMPER, B) AT THE BOTTOM OF THE TOWER, C) EXTERIOR PART OF THE WAVE GUIDE ENTRY PORT (AT THE SHELTER/CABINET WALL), D) INTERIOR OF THE SHELTER/CABINET.</div> <div>19. ALL MAIN CABLES WILL BE GROUNDED AT: A) AT THE ANTENNA MOUNTING PIPE, B) MIDDLE OF THE CABLE RUN IF OVER 200', C) PRIOR TO ENTERING EQUIPMENT SHELTER/CABINET (WITHIN 1' OF ENTRY).</div> <div>20. PROVIDE AT LEAST 6" OF SLACK IN THE MAIN COAXIAL CABLES AT THE TOWER TOP TO PROVIDE FOR FUTURE CONNECTOR REPLACEMENT.</div> <div>21. PROVIDE A CABLE DRIP LOOP AT THE BOTTOM OF THE TOWER BELOW THE TOWER BOTTOM GROUND CONNECTIONS AND AS THE CABLE TRANSITIONS TO THE SHELTER/CABINET.</div> <div>22. ANTENNAS AND COAX TO BE PROVIDED BY VERIZON WIRELESS. CONTRACTOR TO COORDINATE DELIVERY.</div>	<div><div><div>AGL A/C APPROX AZ</div><div>ABOVE GROUND LEVEL AIR CONDITIONING APPROXIMATELY AZIMUTH</div></div><div><div>BLDG BLK</div><div>BUILDING BLOCKING</div></div><div><div>CLG CLR CLC CONC CONST CONT</div><div>CEILING CENTERLINE CLEAR CONCRETE CONSTRUCTION CONTINUOUS</div></div><div><div>DET DIA DIAG DIM DBL DN DWG</div><div>DETAIL DIAMETER DIAGONAL DIMENSION DOUBLE DOWN DRAWING</div></div><div><div>EA ELEC ELEV EQ EQUIP (E) EXT</div><div>EACH ELECTRICAL ELEVATION EQUAL EQUIPMENT EXISTING EXTERIOR</div></div><div><div>FIN FLR FLUOR FT</div><div>FINISH FLOOR FLUORESCENT FOOT</div></div></div> <div><div>GA GALV GC GRND GYP BD</div><div>GAUGE GALVANIZED GENERAL CONTRACTOR GROUND GYPSUM WALL BOARD</div></div> <div><div>HT HVAC</div><div>HEIGHT HEATING VENTILATION AIR CONDITIONING HORIZONTAL HOUR</div></div> <div><div>IN INFO ID INSUL INT IBC</div><div>INCH INFORMATION INSIDE DIAMETER INSULATION INTERIOR INTERNATIONAL BUILDING CODE</div></div> <div><div>LBS</div><div>POUNDS</div></div> <div><div>MGR MFR MAX MECH MTL MIN MISC</div><div>MANAGER MANUFACTURER MAXIMUM MECHANICAL METAL MINIMUM MISCELLANEOUS</div></div> <div><div>N/A NIC NTS</div><div>NOT APPLICABLE NOT IN CONTRACT NOT TO SCALE</div></div> <div><div>OC OD</div><div>ON CENTER OUTSIDE DIAMETER</div></div>	<div>— — UGP — — UG POWER CONDUIT — — UGT — — UG TELCO CONDUIT</div>			
PROJECT INFORMATION							
<div>1. THIS IS AN UNMANNED FACILITY AND RESTRICTED ACCESS EQUIPMENT AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.</div> <div>2. VERIZON WIRELESS CERTIFIES THAT THIS TELEPHONE EQUIPMENT FACILITY WILL BE SERVICED ONLY BY VERIZON WIRELESS EMPLOYEE SERVICE PERSONNEL FOR REPAIR PURPOSES ONLY. THIS FACILITY IS UNOCCUPIED AND NOT DESIGNED FOR HUMAN OCCUPANCY THUS IT IS NOT OPEN TO THE PUBLIC.</div> <div>3. THIS FACILITY WILL CONSUME NO UNRECOVERABLE ENERGY.</div> <div>4. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.</div> <div>5. NO WASTE WATER WILL BE GENERATED AT THIS LOCATION.</div> <div>6. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.</div> <div>7. VERIZON WIRELESS MAINTENANCE CREW (TYPICALLY ONE PERSON) WILL MAKE AN AVERAGE OF ONE TRIP PER MONTH AT ONE HOUR PER VISIT.</div>							
IMPORTANT NOTICE							
<div>THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. MORRISON HERSHFIELD CORPORATION CANNOT GUARANTEE THE CORRECTNESS NOR COMPLETENESS OF THE EXISTING CONDITIONS SHOWN AND ASSUMES NO RESPONSIBILITY THEREOF. CONTRACTOR AND HIS SUB-CONTRACTORS SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER EXECUTION OF PROJECT. REPORT ANY CONFLICTS OR DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.</div>							
LEGEND							
<div><div><div>BUILDING/WALL/DETAIL SECTION</div><div><div><div><div>▲</div><div>1</div><div>A-1</div></div><div>DETAIL NUMBER</div><div>SHEET NUMBER WHERE DETAILED</div></div></div><div><div>REFERENCE</div><div><div><div>1</div><div>A-1</div></div><div>REFERENCED DRAWING</div></div></div></div><div><div><div>LARGE SCALE DETAIL</div><div><div><div><div>□</div><div>1</div><div>A-1</div></div><div>DETAIL NUMBER</div><div>SHEET NUMBER WHERE DETAILED</div></div></div><div><div>ELEVATION DETAIL BUG</div><div><div><div><div>1</div><div>A-2</div></div><div>DETAIL NUMBER</div><div>SHEET NUMBER WHERE DETAILED</div></div></div></div></div></div></div>							
GENERAL NOTES AND SYMBOLS							
<div>Project Number: 7160008</div>		<div>Start Date: 01/07/16</div>		<div>3</div>			
<div>Drafter: LW</div>		<div>Designer: SV</div>		<div>T-2</div>			
<div>Project Manager: RKL</div>		<div>Professional of Record: RL</div>					
<div>Revision No:</div>		<div>Sheet No:</div>					

PLYWD
PT
PROJ
PROP
(P)

PLYWOOD
PRESSURE TREATED
PROJECT
PROPERTY
PROPOSED

QTY

QUANTITY

REQ
RM
RO
ROW

REQUIRED
ROOM
ROUGH OPENING
RIGHT OF WAY

SHT
SIM
SPEC
SF
SS
STL
STRUCT
STD
SUSP

SHEET
SIMILAR
SPECIFICATION
SQUARE FOOT
STAINLESS STEEL
STEEL
STRUCTURAL
STUD
SUSPENDED

THRU
TNNG
TYP

THROUGH
TINNED
TYPICAL

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UNO

UNDERGROUND
UNLESS NOTED OTHERWISE

VIF
VERT

VERIFY IN FIELD
VERTICAL

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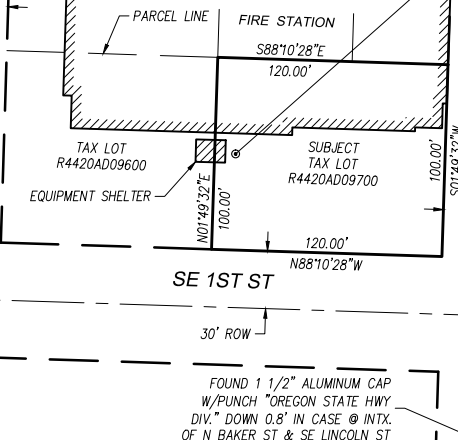
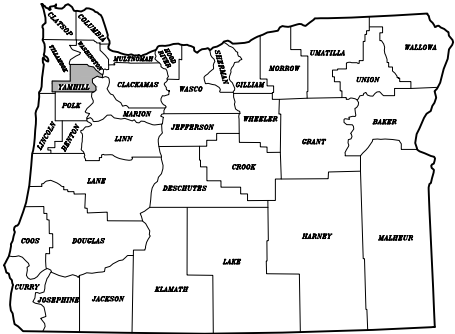
WATER PROOF
WITH
WITHOUT

— — UGP — —





















UG POWER CONDUIT

— — UGT — —

UG TELCO CONDUIT



ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91:003.

	TRANSFORMER		FIRE HYDRANT
	LIGHT STANDARD		GATE VALVE
	POWER VAULT		WATER METER
	UTILITY BOX		FIRE STAND PIPE
	UTILITY POLE		CATCH BASIN, TYPE
	POLE GUY WIRE		CATCH BASIN, TYPE
	GAS VALVE		SIGN
	GAS METER		BOLLARD
	TELEPHONE VAULT		MAIL BOX
	TELEPHONE RISER		SPOT ELEVATION

- 1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.
- 2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 0.5 FEET OR $\pm 1\%$ OF TOTAL HEIGHT, WHICHEVER IS GREATER.

Diagram illustrating the components of a tree record:

- DECIDUOUS TREE**: Shown with a circular leaf icon.
 - AL12**: Species abbreviation (Alder).
 - TRUNK DIAMETER (IN)**: Measurement of the trunk.
 - TYPE**: General category label.
- EVERGREEN TREE**: Shown with a star-shaped leaf icon.
 - DF18**: Species abbreviation (Douglas Fir).
 - 195.2**: Measurement of the trunk.

Species Abbreviations:

- AL=ALDER
- MP=MAPLE
- DS=DECIDUOUS
- MA=MADRONA
- OK=OAK
- CH=CHERRY
- CE=CEDAR
- DF=DOUGLAS FIR
- HE=HEMLOCK
- PI=PINE
- EVG=EVERGREEN

NOTE: TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

TAX LOT NUMBER	R4420AD09700
SITE ADDRESS	175 SE FIRST STREET MCMINNVILLE, OR 97128
SITE CONTACT	CHIEF RICH LEIPFERT
PHONE NUMBER	503-435-5800
ZONING	C3 (CITY OF MCMINNVILLE)
TOTAL LOT AREA	12,000± S.F. (0.28 AC.)
PROJECT AREA	TO BE DETERMINED

1. SURVEY NO. CSP 8088, RECORDS OF YAMHILL COUNTY.
2. SURVEY NO. CSP 4518, RECORDS OF YAMHILL COUNTY.
3. PLAT OF W.T. NEWBY'S 5 ACRE PLAT OF TOWN OF MCMINNVILLE, FILED FOR RECORD 33, AUGUST 4, 1910, RECORDS OF YAMHILL COUNTY.

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.

FLD. CREW:	CR/CT
FLD. BOOK:	386/68
DRAWN BY:	RLP
JOB #:	99544.1235
DATE:	12/07/15

DATE	DESCRIPTION	BY
2/02/16	ADD TITLE INFORMATION	RLP

OREGON
MAY 10, 2011
JONATHAN MARLO BECKER
84870

RENEWS: 12/31/2017

SV1

CORRESPONDS WITH ITEM NUMBER IN 'SCHEDULE B' OF TITLE REPORT.

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

- | | |
|---|---|
| 2 | THE RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE PREMISES HEREIN DESCRIBED LYING WITHIN THE LIMITS OF STREETS, ROADS AND HIGHWAYS - NOT SHOWN |
| 3 | MATTERS PER MCINNISVILLE URBAN RENEWAL PLAN PER CITY ORDINANCE NO. 4972, RECORDING NO. 201313578, RECORDS OF YAMHILL COUNTY - NOT SHOWN |
| 4 | ANY MATTERS RELATING TO ENCROACHMENTS OF STRUCTURES ONTO OR ABOVE DESCRIBED PREMISE - NOT SHOWN |

NOTE: THIS IS NOT A TITLE REPORT SINCE NO EXAMINATION HAS BEEN MADE OF THE TITLE TO THE ABOVE DESCRIBED PROPERTY. OUR SEARCH FOR APPARENT ENCUMBRANCES WAS LIMITED TO OUR TRACT INDICES, AND THEREFORE ABOVE LISTINGS DO NOT INCLUDE ADDITIONAL MATTERS WHICH MIGHT HAVE BEEN DISCLOSED BY AN EXAMINATION OF THE RECORD TITLE. WE ASSUME NO LIABILITY IN CONNECTION WITH THIS LOT BOOK SERVICE AND WILL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS THEREIN. THE CHARGE FOR THIS SERVICE WILL NOT INCLUDE SUPPLEMENTAL REPORTS, RECHECKS OR OTHER SERVICES.



(IN FEET)

1 inch = 20 ft.

1 inch = 40 ft. (11x17 SHEET)

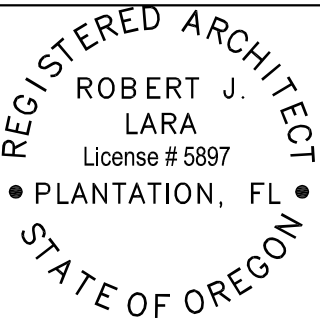
SITE DETAIL



NOT TO SCALE

NOTE:
THIS IS NOT A SURVEY. ALL INFORMATION AND TRUE NORTH
HAVE BEEN OBTAINED FROM EXISTING DRAWINGS AND
JURISDICTIONAL GIS INFORMATION AND ARE APPROXIMATE.

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL
DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR
OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK
SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN
APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE
SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND
SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON
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ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

CONSTRUCTION

No.	Date	Revision
3	02/28/17	ISSUED FOR SUBMITTAL
2	02/27/17	ISSUED FOR REVIEW
1	02/02/17	ISSUED FOR REVIEW
0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW

Client:



Implementation Team:



A&E Team:



Project Info:

OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

Drawing Title:

SITE PLAN

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No:	Sheet No:

3

A-1



SW ADAMS ST (99W)

NE 2ND ST

SE BAKER ST (99)

SE 1ST ST

TAX LOT:
R4420AD09500

TAX LOT:
R4420AD09300

TAX LOT:
R4420AD09301

TAX LOT:
R4420AD09600

TAX LOT:
R4420AD09700

EXISTING ADJACENT
PROPERTY LINE (TYP)

PROPERTY LINE

EXISTING MONOPOLE

PROPOSED VERIZON WIRELESS
11'-0"x15'-6" LEASE AREA

EXISTING
BUILDING (TYP)

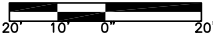
EXISTING
PARKING LOT

INGRESS
EGRESS

89'-8"±
SETBACK

45'-3"±
SETBACK

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

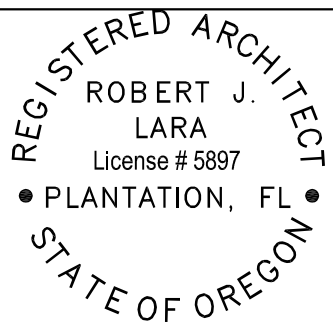


Know what's below.
Call before you dig.

SITE PLAN

1

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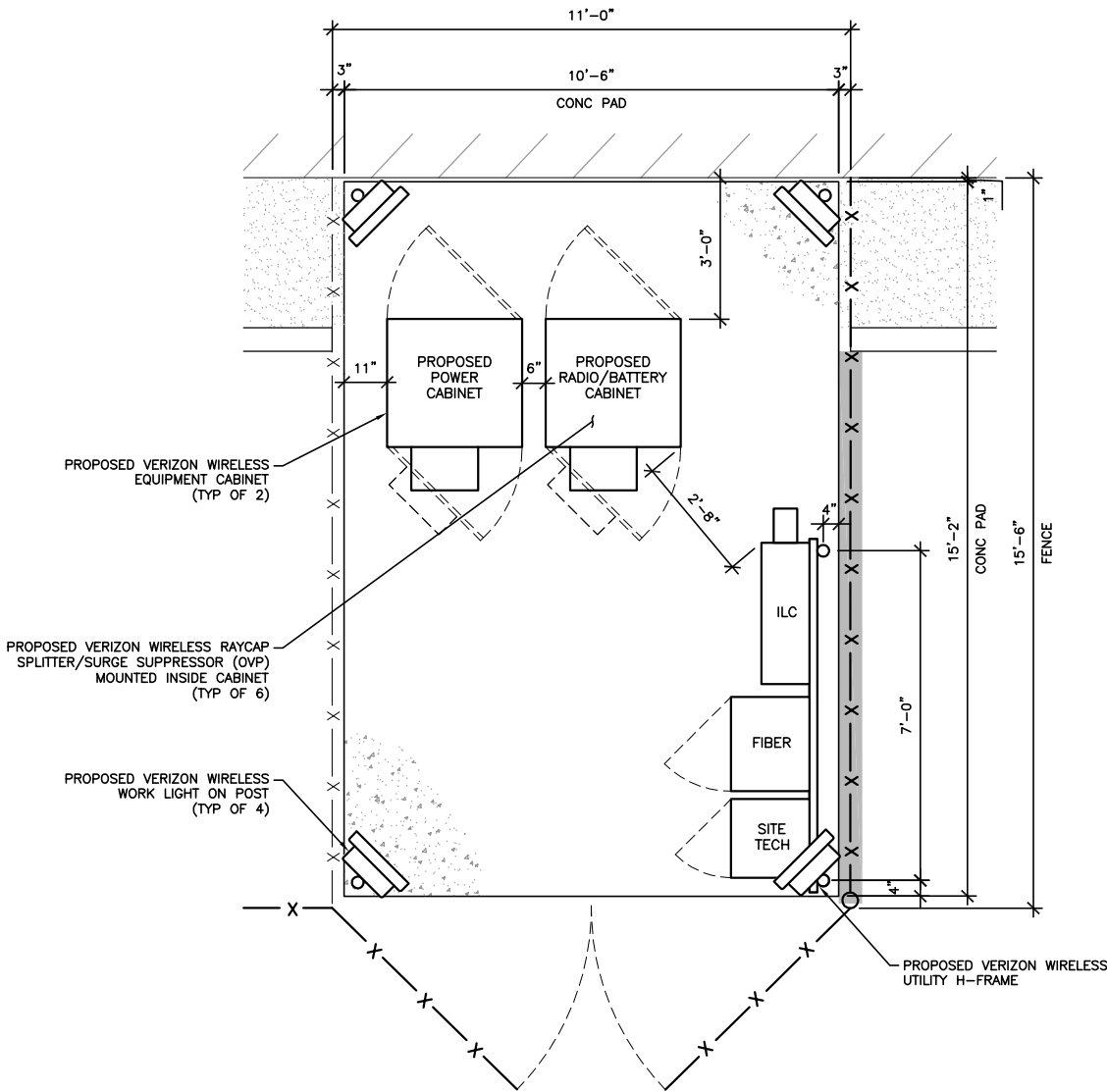
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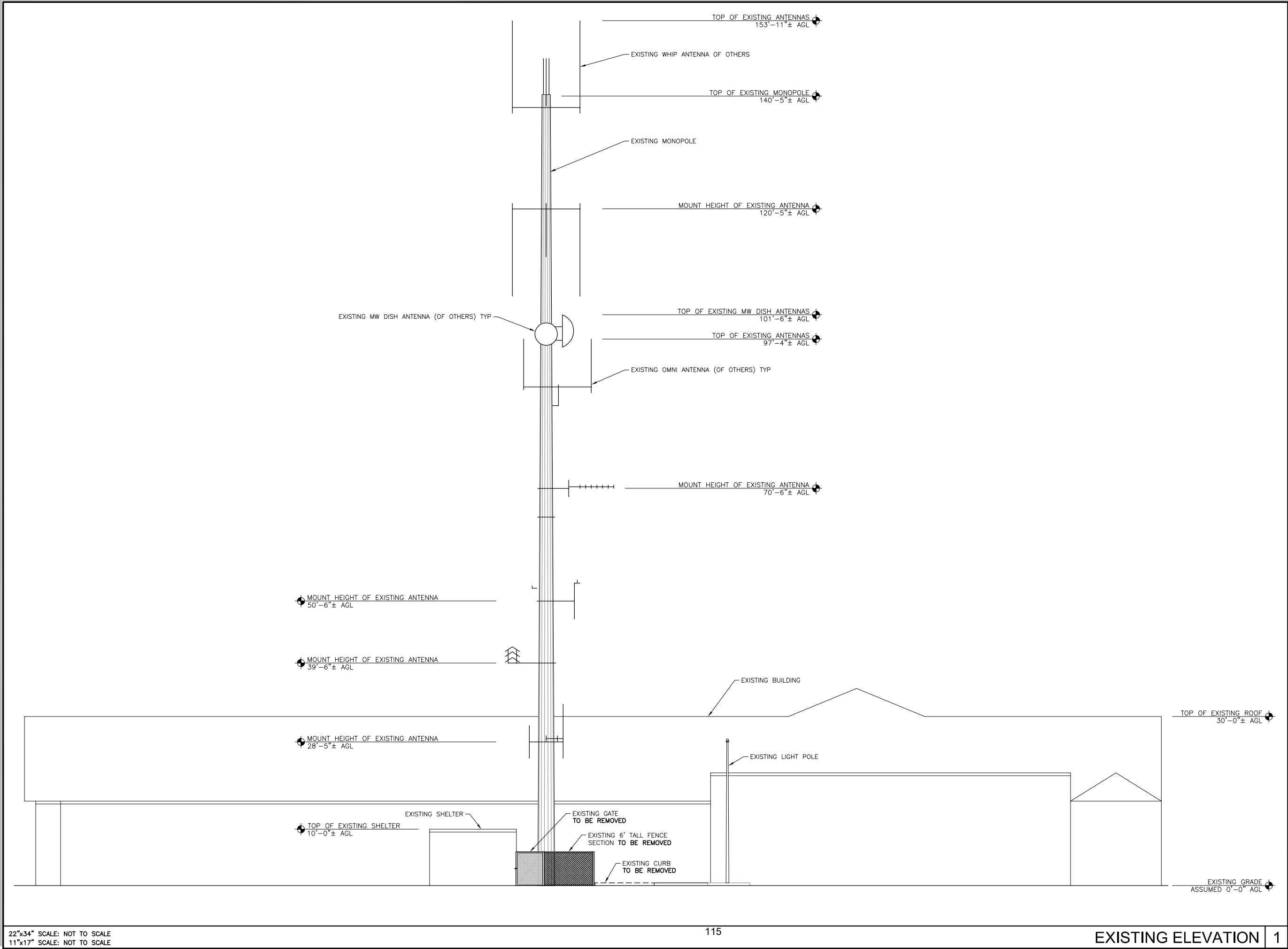
PROPOSED
EQUIPMENT PLAN

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No:	Sheet No:

3

A-1.2





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REGISTERED ARCHITECT

ROBERT J. LARA

License # 5897

PLANTATION, FL

STATE OF OREGON

ROBERT JERRY LARA
REGISTERED ARCHITECT
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Client:

Implementation Team:

A&E Team:

MORRISON HERSHFIELD
600 STEWART ST, SUITE 200
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Tel: 206.268.7370
www.morrisonhershfield.com

Project Info:

OR1
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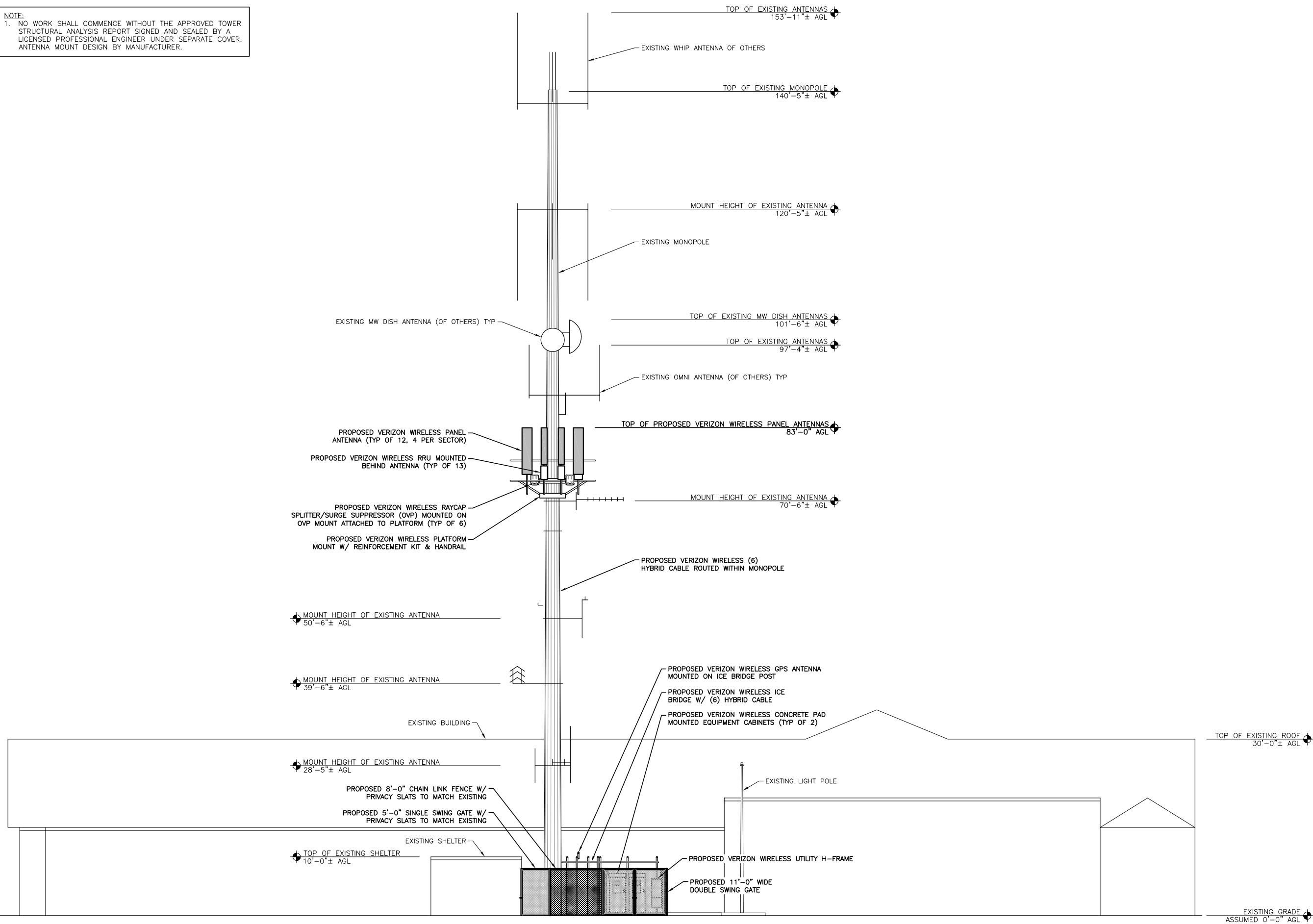
Drawing Title:

EXISTING
ELEVATION

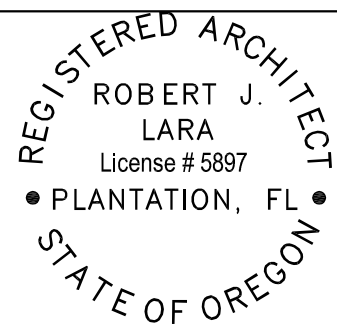
Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: A-2

NOTE:

1. NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER. ANTENNA MOUNT DESIGN BY MANUFACTURER.



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Implementation Team:



A&E Team:



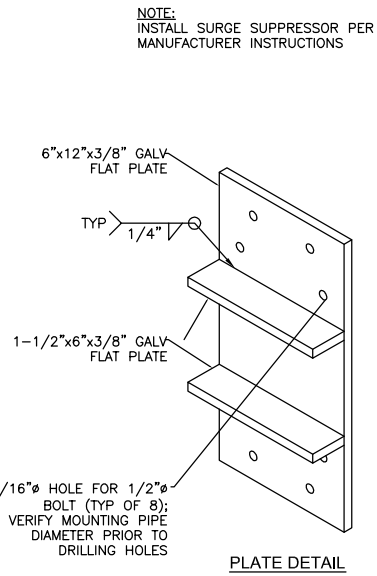
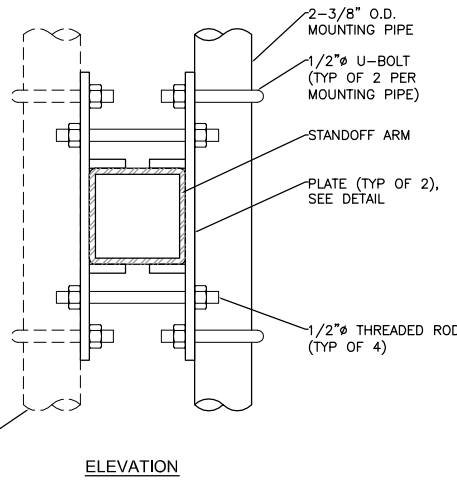
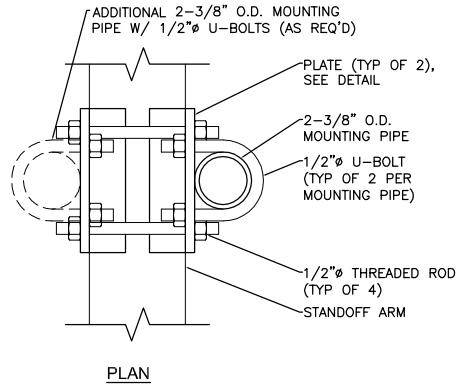
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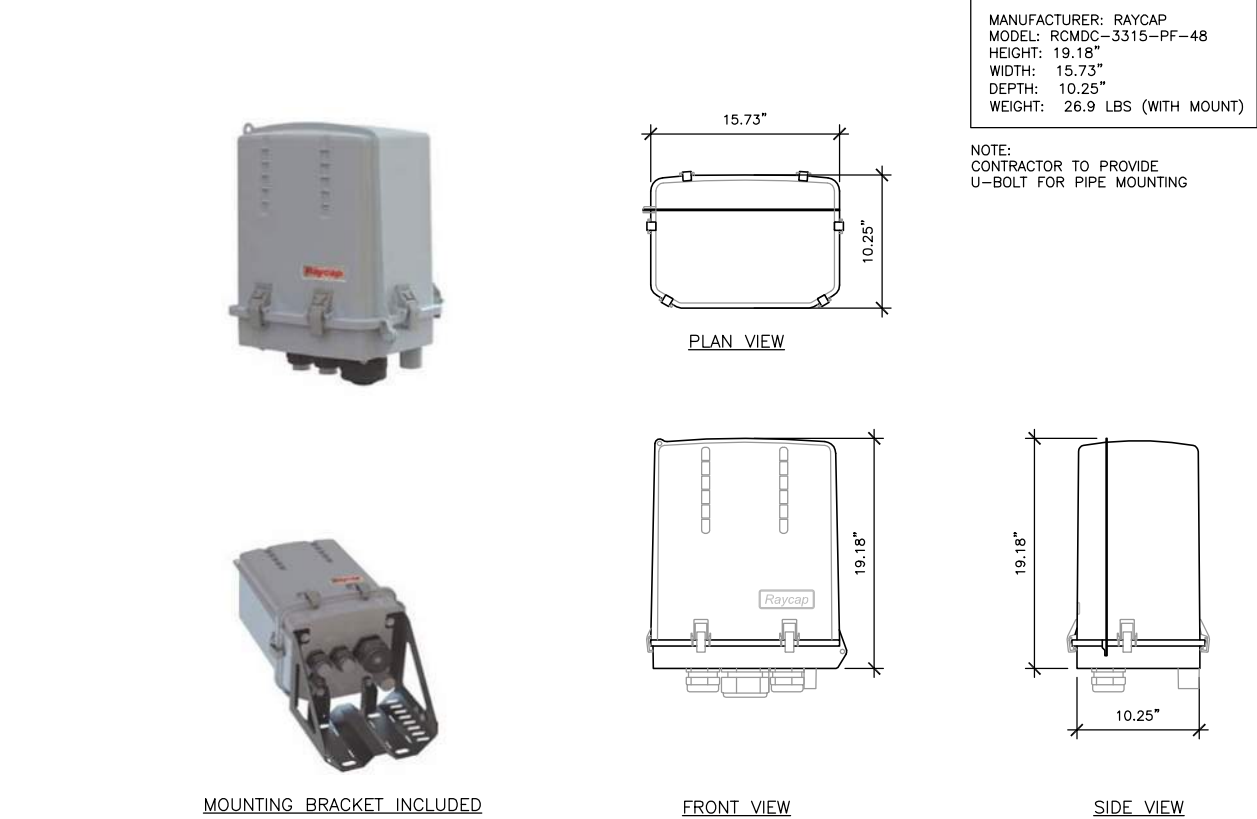
PROPOSED
ELEVATION

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: A-2.1



SURGE SUPPRESSOR MOUNT 5

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE



RAYCAP SPLITTER/SURGE SUPPRESSOR DETAIL 1

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

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PLANTATION, FL
STATE OF OREGON
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Client:
verizon

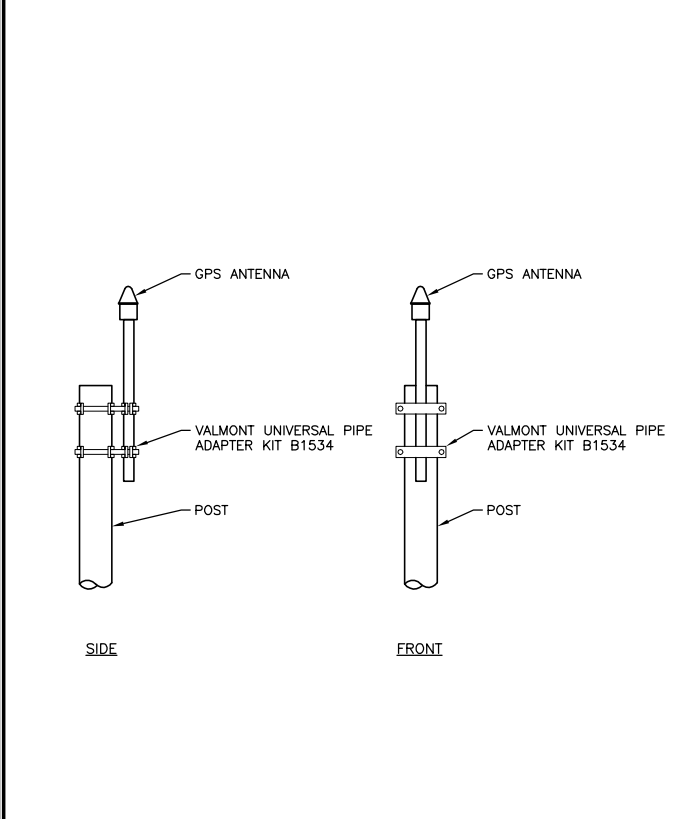
Implementation Team:
mcd7
A&E Team:
MORRISON HERSHFIELD
600 STEWART ST, SUITE 200
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OR1 RAMONA
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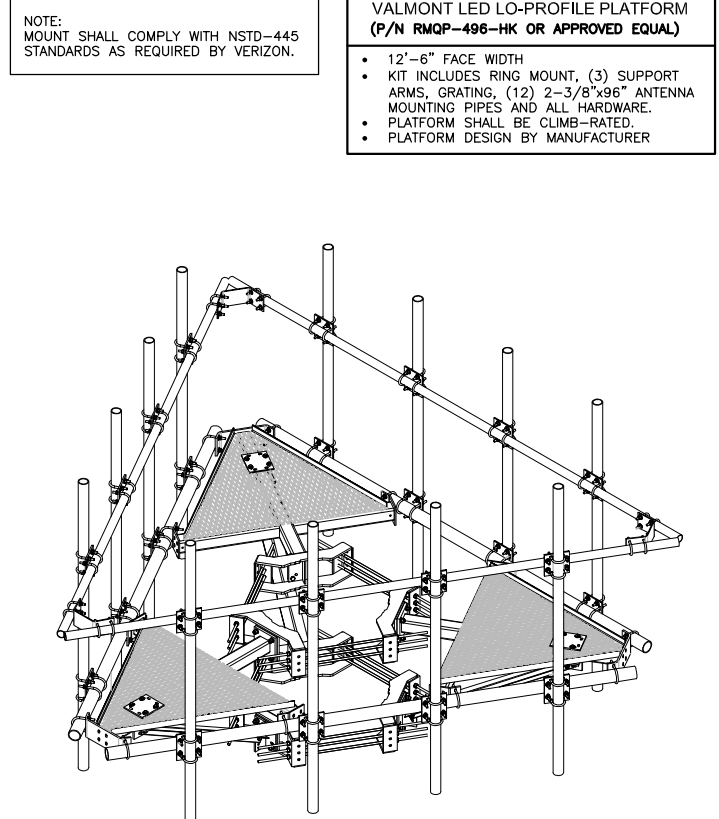
Drawing Title:
CONSTRUCTION DETAILS

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: A-3

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE



GPS ANTENNA MOUNT DETAIL 3



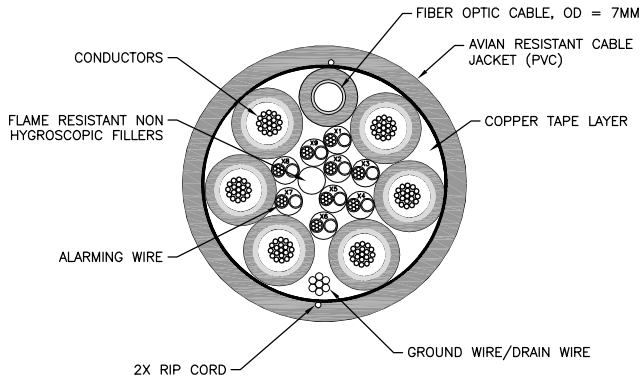
ANTENNA MOUNT DETAIL 2

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

GENERAL SPECIFICATION ASSEMBLY		
CABLE HEAD CONNECTORS	FIBER POWER	12x LC UNIBOOT (SIDE A & B)
		BLUNT CUT (LOW INDUCTION DESIGN)
CABLE DESIGN		FIND TABLE BELOW

JACKET MATERIAL	HEAT, MOISTURE, & SUNLIGHT RESISTANT POLYVINYL CHLORIDE (PVC) JACKET
TEMPERATURE RANGE	-40°F TO +158°F (-40°C TO +75°C)
OPERATING VOLTAGE	48VDC
RATED VOLTAGE	0.6kV/1kV (1.2kV)
CABLE SHIELDING	COPPER FOIL > 100% COVERAGE
FIBER OPTIC	7 mm LOOSE-TUBE CABLE WITH UP TO 24 FIBERS SINGLE MODE
FLAME RETARDANT	IEC 60332-1-2:2004
UV RESISTANT	YES, ACCORDING IEC 68-2-5
UL APPROVED	YES

CROSS SECTION		6 AWG
AMOUNT OF FO-FIBERS		24 FIBERS
OUTER DIAMETER OF CABLE		ø1.47" (ø37.4mm)
MINIMUM BEND RADIUS	DURING INSTALLATION	29.45" (748 mm)
	FIXED INSTALLATION	22.1" (561 mm)
	WITH DRUM	9.84" (250 mm)
CABLE WEIGHT		~1.699lbs/ft (~2.529 kg/m)



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

HYBRID CABLE DETAIL

3

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

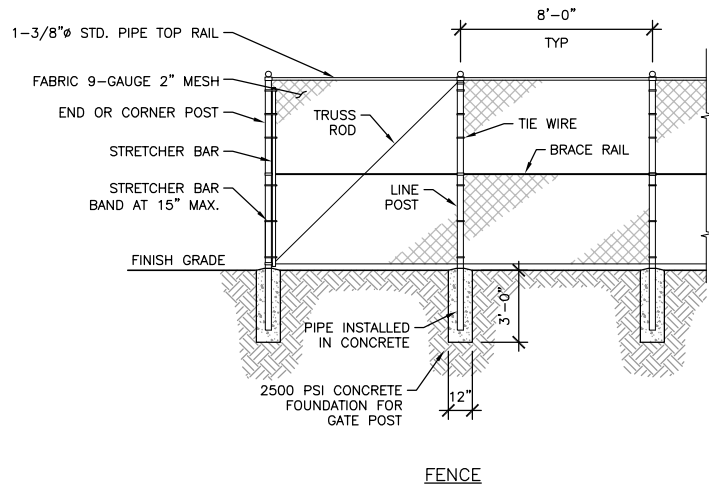
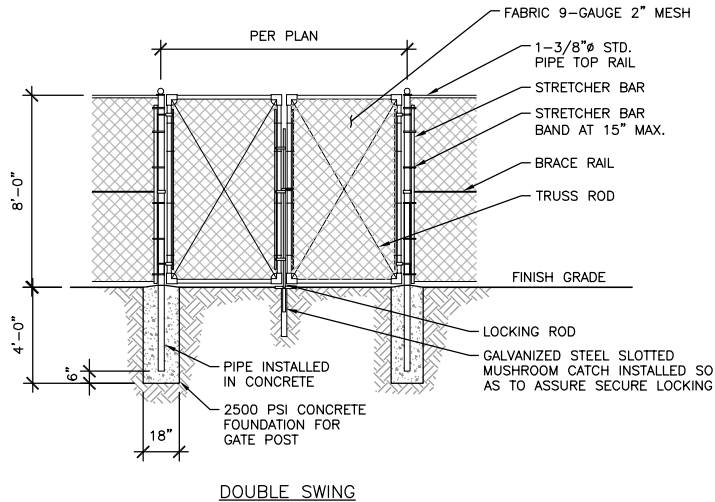
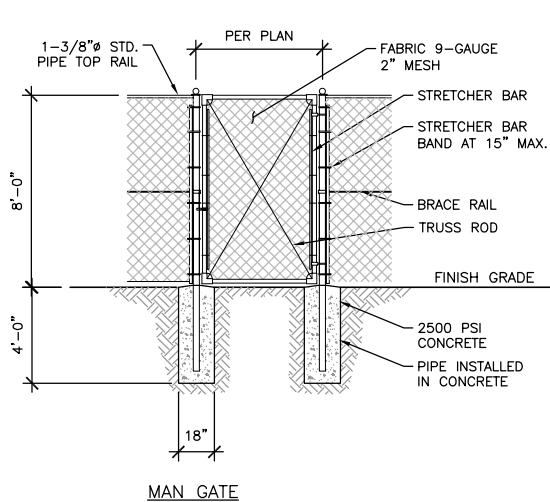
NOT USED

2

FENCE NOTES:

1. INSTALL FENCE PER BUILDING CODE
2. GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 2 7/8"Ø SCHEDULE 40 FOR GATE WIDTHS UP THROUGH 6 FEET OR 12 FEET FOR DOUBLE SWING GATE PER ASTM-F1083
3. LINE POST: 2-3/8"Ø SCHEDULE 40 PIPE PER ASTM-F1083
4. GATE FRAME: 1-1/2"Ø SCHEDULE 40 PIPE PER ASTM-F1083. & ASTM F900
5. TOP RAIL & BRACE RAIL: 1-3/8"Ø SCHEDULE 40 PIPE PER ASTM-F1083
6. FABRIC: 2" MESH NO. 9 GAGE GALVANIZED WIRE SECURELY FASTENED TO TENSION WIRE, LINEPOST, BARS CONFORMING TO ASTM-A392, & AASHTO M 181
7. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 12" INTERVALS VERT AND 20" HORIZ. INSTALL HOG RINGS ON TENSION WIRE AT 20" INTERVALS
8. TENSION WIRE: 7 GA. GALVANIZED STEEL
9. PROVIDE FENCE SLATS AS REQUIRED

8' HIGH GATE / FENCE		FOOTINGS	NOTES
LINE POST 8'-0" O.C. MAX	2-3/8"	12"x36"	1. ALL MATERIALS TO BE SCHEDULE 40 GALVANIZED PIPE. 2. CHAIN LINK FABRIC TO BE 9 GAUGE.
CORNER & GATE POST	3"	18"x48"	
TOP RAIL	1-3/8"		

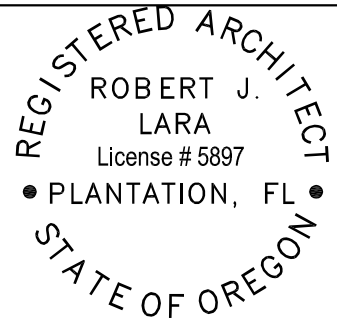


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FENCE/GATE DETAILS

1

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Client:



Implementation Team:



A&E Team:



Project Info:



Drawing Title:



Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: A-4

PROJECT BATTERY SYSTEM DATA					
BATTERY TYPE	VALVE REGULATED LEAD ACID (VRLA)				
NO. OF BATTERIES	20 MAXIMUM (16 PROPOSED)				
BATTERY MANUFACTURER	EXIDE TECHNOLOGIES OR APPROVED EQUAL				
MODEL NUMBER	MARATHON M12V 155FT				
DIMENSIONS	22"Dx11.15"Hx4.9"W				
WEIGHT	119 LBS PER BATTERY/UNIT				
NO OF CELLS PER UNIT	SPECIFIC GRAVITY	LEAD WGT PER CELL (LBS)	ELECTROLYTE WEIGHT PER CELL (LBS)	ELECTROLYTE VOLUME PER CELL (GAL)	ELECTROLYTE VOLUME TOTAL (GAL)
1	1.35	81.0	23.8	2.17	43.4
BATTERY REPLACEMENT NOTE: SHELF MOUNTED WITHIN CSA/UL, TYPE 3R RATED, SELF-CONTAINED ENCLOSURE CABINET WITH ENVIRONMENTAL CONTROLS. CABINETS ARE FITTED WITH THERMAL RUN AWAY SENSORS THAT CUT OFF BATTERY CHARGE IF CELL TEMPERATURE EXCEEDS MANUFACTURES SAFE RECOMMENDED CHARGING TEMPERATURES.					

BATTERY REQUIREMENTS				
REQUIREMENTS	NON-RECOMBANT BATTERIES		RECOMBANT BATTERIES	
	FLOODED LEAD ACID BATTERIES	FLOODED NICK-CAD (NICAD) BATTERIES	VALVE REGULATED LEAD ACID (VRLA) BATTERIES	LITHIUM-ION BATTERIES
SAFETY CAPS	N/A	N/A	YES (606.2.2)	N/A
COMMENTS: PER MANUFACTURER, THE MISENDURE II PRODUCT ATL-35 UTILIZES A COMBINATION FLAME ARRESTOR/VENT CAP.				
THERMAL RUNAWAY MANAGEMENT	N/A	N/A	YES (606.3)	N/A
COMMENTS: BATTERY IS MORE RESILIENT AS A RESULT OF THE LOW SPECIFIC GRAVITY DESIGN. HOWEVER, DC POWER PLANT IS WILL BE FITTED WITH THERMAL RUNAWAY PROTECTION CUTTING OFF CHARGE WHEN SAFE CHARGING TEMPERATURE IS EXCEEDED. THERMAL RUNAWAY PROCEDURE ACTION SIGNAGE SHALL BE POSTED FOR EASY ACCESS IN ALL BATTERY AREAS. COMMSCOPE THERMAL RUNAWAY MONITOR INCLUDING PARTS LIST: - (1) QS873A BATTERY PROBE TO CONTROLLER, 20FT (GE #CC109157434) - (1) PROBE INTERCONNECT CABLE, 10FT (GE #CC84882321) - (2) QS873A THERMAL PROBE (GE #CC109142980)				
SPILL CONTROL	N/A	N/A	YES (N/A)	N/A
COMMENTS: SPILL CONTROL NOT REQUIRED BY IFC FOR THIS TYPE OF BATTERY. ALL BATTERY ENCLOSURE CABINETS SHALL BE EQUIPPED WITH A LIQUID TIGHT INTERIOR TRAY LINER INSTALLED AT THE BOTTOM OF THE ENCLOSURE TO SUIT THE JURISDICTIONAL CODE REQUIREMENTS.				
NEUTRALIZATION	N/A	N/A	YES (608.5.2)	N/A
COMMENTS: NEUTRALIZATION PILLOWS OR SOCKS AS MANUFACTURED FOR SUCH PURPOSES SHALL BE EMPLOYED & PLACED AT THE INTERIOR BASE OR PERIMETER OF ENCLOSURE AS PER NEUTRALIZATION DEVICE MANUFACTURERS RECOMMENDATION.				
VENTILATION	N/A	N/A	YES (608.6.1, 608.6.2)	N/A
COMMENTS: CABINET SHALL HAVE CONTINUOUS VENTILATION SHALL BE PROVIDED AT A RATE OF NOT LESS THAN 1 CUBIC FOOT PER MINUTE PER SQUARE FOOT (1FT/MIN/FT2)				
SIGNAGE	N/A	N/A	YES (608.7)	N/A
COMMENTS: CODE SPECIFIED BATTERY CABINET SAFETY SIGNAGE, HAZARDOUS MATERIALS SIGNAGE (4 DIAMOND) & THERMAL RUNAWAY PROCEDURE SIGNAGE SHALL ALL BE CLEARLY POSTED IN ALL BATTERY AREAS				
SEISMIC PROTECTION	N/A	N/A	YES (608.8)	N/A
COMMENTS: BATTERY STORAGE ENCLOSURE CABINETS & ANCHORAGE ARE DESIGNED TO EXCEED ALL IBC CODE REQUIRED SEISMIC FORCES FOR SITE SPECIFIC INSTALLATIONS.				
SMOKE DETECTION	N/A	N/A	YES (608.9)	N/A
COMMENTS: N/A OUTDOOR APPLICATION				
NOTES: CODE REFERENCES ARE TO 2014 INTERNATIONAL FIRE CODE FOR STATIONARY STORAGE BATTERY SYSTEMS.				

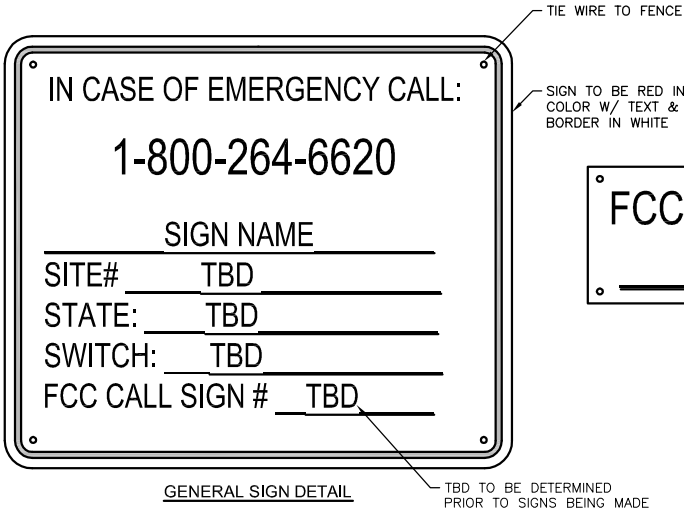
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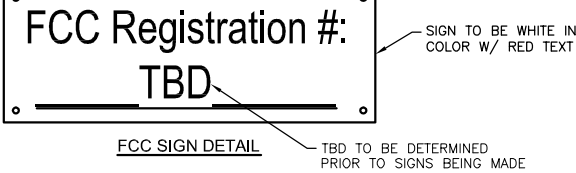
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THERMAL RUNAWAY PROCEDURE

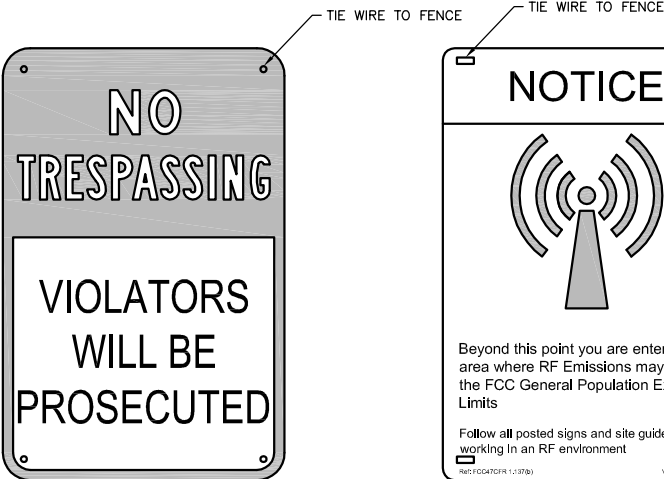
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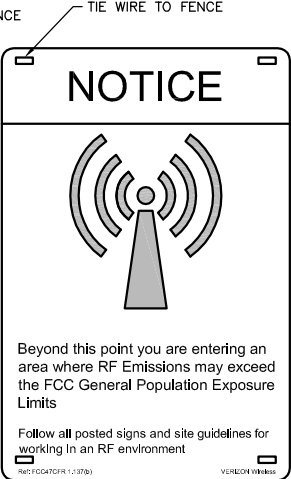
GENERAL SIGN DETAIL



FCC SIGN DETAIL



TRESPASSING SIGN DETAIL



RF SIGN DETAIL

THERMAL RUNAWAY PROCEDURE POSTING
ATTACHMENT A TO THERMAL RUNAWAY PROCEDURE

HANDLING OVERHEATING BATTERIES OR THERMAL RUNAWAY IN VERIZON WIRELESS

(A COPY OF THIS PAGE SHALL BE LAMINATED OR PLACE IN A PLASTIC PROTECTOR AND POSTED IN ALL BATTERY AREA.

IF YOU ENCOUNTER BATTERIES TOO HOT TO TOUCH OR THAT MAKE HISSING OR WHISTLING NOISES FROM THEIR VENTS:

- THERE IS A FIRE OR SMOKE
- IF THE FIRE ALARMS ARE GOING
- IF THERE IS A STRONG ROTTEN EGG A (HYDROGEN SULFIDE) ODOR

IMPORTANT: TAKE NO ACTION THAT COULD PRODUCE A SPARK AND IGNITE AIRBORNE HYDROGEN

IF YOU ENCOUNTER BATTERIES TOO HOT TO TOUCH BUT THERE IS NO SMOKE AND IT IS A SAFE TO REMAIN IN FACILITY:

- CALL FOR HELP
- INCREASE VENTILATION IN BATTERY AREA
- REDUCE CHARGE CURRENT EITHER BY TURNING OFF ENOUGH RECTIFIERS SO THAT THE LOAD BARELY IS COVERED OR BY LOWERING THE FLOAT VOLTAGE
- INCREASE COOLING IN THE BATTERY AREA IF POSSIBLE
- IF THERE IS A SPILL OR OTHER HAZARDOUS SITUATION CALL THE ENVIRONMENTAL HOTLINE AT 1-800-488-7900

DO NOT OVER-REACT TO BATTERY EMERGENCIES. BURNING BATTERIES RELEASE POTENTIALLY LETHAL CONCENTRATIONS OF TOXIC GASSES OR OTHER CHEMICALS AND SHOULD BE HANDLED BY TRAINED FIRST RESPONDERS (FIRE DEPARTMENT) WITH APPROPRIATE PROTECTIVE CLOTHING AND SELF CONTAINED BREATHING APPARATUS (SCBA)

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Client:

verizon

Implementation Team:

mcd7

A&E Team:

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SEATTLE, WA 98101

Tel: 206.268.7370

www.morrisonhershfield.com

Project Info:

OR1

RAMONA

175 SE FIRST STREET

MCMINNVILLE, OR 97128

Drawing Title:

CONSTRUCTION DETAILS

Project Number:	Start Date:
7160008	01/07/16
Drafter:	Designer:
LW	SV
Project Manager:	Professional of Record:
RKL	RL
Revision No:	Sheet No:

3

A-5

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11"x17" SCALE: NOT TO SCALE

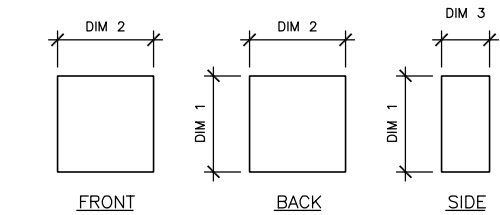
BATTERY INFORMATION

2

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

STANDARD SIGNAGE DETAILS

1



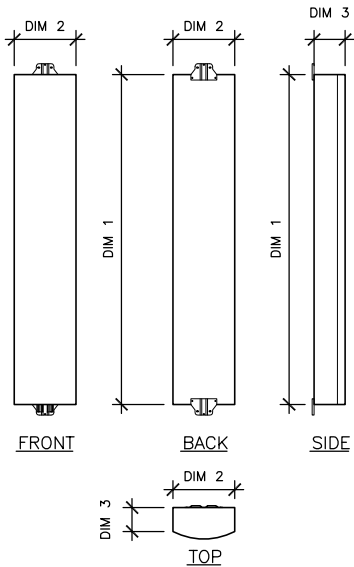
	QTY	DIM 1	DIM 2	DIM 3	WEIGHT
RRU 700	3	19.7"	13.5"	8.5"	74.9 LBS
RRU 850	3	16.5"	13.5"	10.8"	57.3 LBS
RRU AWS1/3	3	27.6"	13.5"	10.8"	75.0 LBS
RRU PCS	4	27.6"	13.5"	10.8"	75.0 LBS

NOTES:
1. INSTALL UNITS PER MANUFACTURER SPECIFICATIONS

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

PROPOSED RRU DIMENSIONS

4



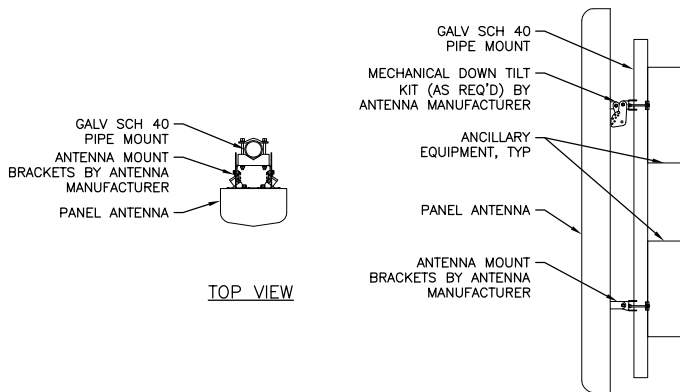
	QTY	DIM 1	DIM 2	DIM 3	WEIGHT
SECTOR ALPHA					
HT4C6318x000	2	94.9"	20.5"	7.1"	68.3 LBS
HBXX-6517DS-A2M	2	74.9"	12.0"	6.5"	43.0 LBS
SECTOR BETA					
HT4C6318x000	2	94.9"	20.5"	7.1"	68.3 LBS
HBXX-6517DS-A2M	2	74.9"	12.0"	6.5"	43.0 LBS
SECTOR GAMMA					
HT4C6318x000	2	94.9"	20.5"	7.1"	68.3 LBS
HBXX-6517DS-A2M	2	74.9"	12.0"	6.5"	43.0 LBS

NOTES:
1. INSTALL ANTENNAS PER MANUFACTURER SPECIFICATIONS
2. CONTRACTOR TO TORQUE ALL MOUNTING HARDWARE PER MANUFACTURER SPECIFICATIONS

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

PROPOSED ANTENNA DIMENSIONS

3

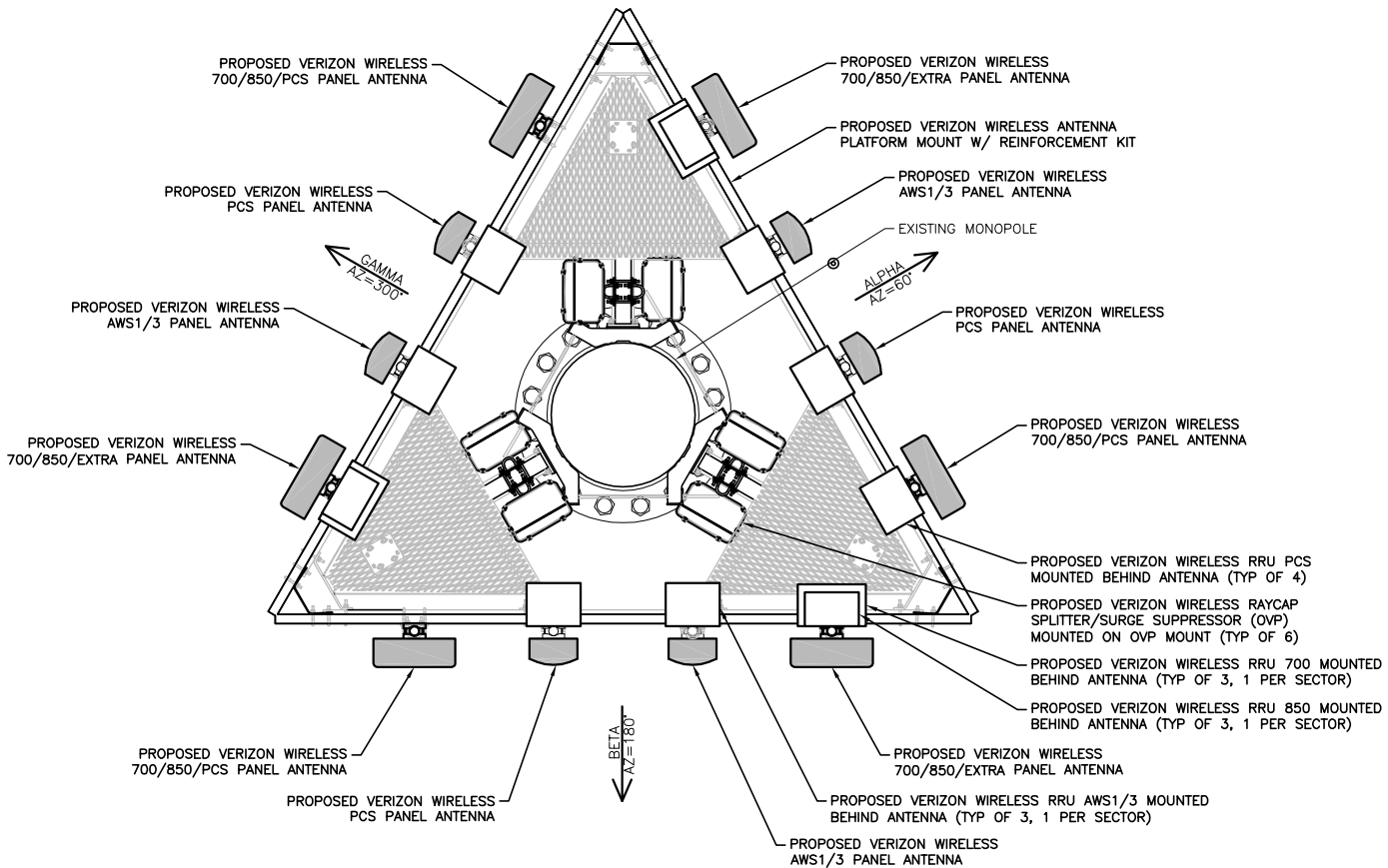


22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

PROPOSED ANTENNA ATTACHMENT

2

PROPOSED ANTENNA AND COAX SCHEDULE											
SECTOR ALPHA	AZIMUTH	TIP HEIGHT	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC TILT	MECH DOWNTILT	ADDITIONAL EQUIPMENT	NUMBER OF FEEDERS	FEEDER TYPE	FEEDER LENGTH
700/850/EXTRA	60°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'	(1) RRU-700 (1) RRU-850 (1) RRU-AWS1/3 (2) RRU-PCS (2) OVP	2	HYBRID	175'-0"
AWS1/3	60°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"				
PCS	60°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"				
700/850/PCS	60°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'	(1) RRU-700 (1) RRU-850 (1) RRU-AWS1/3 (1) RRU-PCS (2) OVP	2	HYBRID	175'-0"
SECTOR BETA	AZIMUTH	TIP HEIGHT	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC TILT	MECH DOWNTILT				
700/850/EXTRA	180°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'				
AWS1/3	180°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"	(1) RRU-700 (1) RRU-850 (1) RRU-AWS1/3 (1) RRU-PCS (2) OVP	2	HYBRID	175'-0"
PCS	180°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"				
700/850/PCS	180°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'				
SECTOR GAMMA	AZIMUTH	TIP HEIGHT	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC TILT	MECH DOWNTILT	(1) RRU-700 (1) RRU-850 (1) RRU-AWS1/3 (1) RRU-PCS (2) OVP	2	HYBRID	175'-0"
700/850/EXTRA	300°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'				
AWS1/3	300°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"				
PCS	300°	83'-0"	1	COMMSCOPE	HBXX-6517DS-A2M	2"	2"	(1) RRU-700 (1) RRU-850 (1) RRU-AWS1/3 (1) RRU-PCS (2) OVP	2	HYBRID	175'-0"
700/850/PCS	300°	83'-0"	1	AMPHENOL	HT4C6318x000	5°/5°/2'	2'				



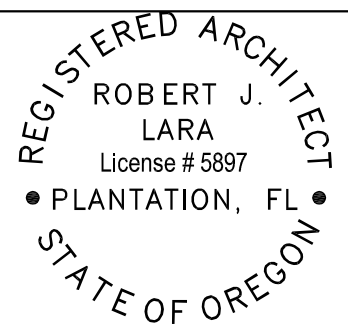
22"x34" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"



PROPOSED ANTENNA CONFIGURATION

1

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ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

CONSTRUCTION

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3	02/28/17	ISSUED FOR SUBMITTAL
2	02/27/17	ISSUED FOR REVIEW
1	02/02/17	ISSUED FOR REVIEW
0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW

Client:



Implementation Team:



A&E Team:



Project Info:

OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

Drawing Title:

PROPOSED
ANTENNA
CONFIGURATION

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No:	Sheet No:

3

RF-1

STRUCTURAL GENERAL NOTES		CONCRETE NOTES		STRUCTURAL STEEL NOTES																									
<div>1. REFER TO T-2 FOR SPECIAL INSPECTION CHECK LIST.</div> <div>2. THE GENERAL NOTES AND TYPICAL DETAILS ARE APPLICABLE TO ALL PARTS OF THE STRUCTURE, AND SHALL BE READ IN CONJUNCTION WITH THE STRUCTURAL DRAWINGS AND PROJECT SPECIFICATIONS.</div> <div>3. USE ONLY THE LATEST ISSUE OF ANY GOVERNING CODES, STANDARDS OR REGULATIONS REQUIRED OR MENTIONED IN THE FOLLOWING NOTES.</div> <div>4. ALL CONSTRUCTION, EXCEPT WHERE NOTED OTHERWISE, SHALL COMPLY WITH THE REQUIREMENTS OF THE NOTED BUILDING CODES AND REFERENCE STANDARDS.</div> <div>5. VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.</div> <div>6. FOR DETAILS AND DIMENSIONS NOT GIVEN ON STRUCTURAL DRAWINGS, REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.</div> <div>7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN TRADES.</div> <div>8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SAFEGUARD ALL EXISTING STRUCTURES AFFECTED BY THIS CONSTRUCTION. ON ANY NEW STRUCTURE OR PORTION THEREOF, DO NOT EXCEED THE DESIGN LOADING INDICATED ON THESE DRAWINGS.</div> <div>9. ALL DESIGN LOADING INDICATED ON THESE DRAWINGS ARE SPECIFIED (UNFACTORED) LOADS, UNLESS OTHERWISE INDICATED.</div> <div>10. ALL CONNECTION FORCES AND BRACING FORCES SHOWN ON THESE DRAWINGS ARE THE CRITICAL UNFACTORED FORCES UNLESS OTHERWISE INDICATED.</div> <div>11. DO NOT SCALE THE DRAWINGS.</div> <div>12. THE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF MORRISON HERSHFIELD CORPORATION AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.</div>		<div>1. THESE NOTES EXCLUDE TOWER FOUNDATION ENGINEERING. CONTRACTOR SHALL REFER TO TOWER FOUNDATION STRUCTURAL ENGINEERING BY OTHERS.</div> <div>2. ALL CONCRETE WORK SHALL CONFORM TO ACI 318, " BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE " AND TO THE PROJECT SPECIFICATIONS.</div> <div>3. PREPARE AND SUBMIT MIX DESIGNS FOR EACH TYPE AND STRENGTH OF CONCRETE IN ACCORDANCE WITH ACI 211, " PROPORTIONING CONCRETE MIXTURES ", AND ACI 301, " SPECIFICATIONS FOR STRUCTURAL CONCRETE.</div> <div>4. READY-MIX CONCRETE SUPPLIERS TO BE NRMCA-CERTIFIED.</div> <div>5. ALL CONCRETE IS TO BE NORMAL DENSITY CONCRETE WITH A MAXIMUM SLUMP OF 4 INCHES. MAXIMUM AGGREGATE SIZE 3/4 INCH.</div> <div>6. NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.</div> <div>7. DO NOT USE CHLORIDE-CONTAINING ADMIXTURES.</div> <div>8. HOT WEATHER CONCRETE: COMPLY WITH ACI 305R.</div> <div>9. REINFORCING OF ALL CONCRETE MEMBERS SHALL HAVE THE FOLLOWING CLEAR CONCRETE COVER:</div> <table><tr><td></td><td>COVER, INCHES</td></tr><tr><td>CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH OR CONCRETE EXPOSED TO EARTH OR WEATHER: #6 THROUGH #18 BARS #5 BAR OR SMALLER</td><td>3 2 1 1/2</td></tr><tr><td>CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: SLABS AND WALLS: #14 AND #18 BARS #11 BAR AND SMALLER</td><td>1 1/2 1</td></tr><tr><td>COLUMNS PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS</td><td>1 1/2</td></tr></table> <div>10. UNLESS OTHERWISE NOTED, PROVIDE A MINIMUM BEARING LENGTH OF 4 INCHES FOR ALL REINFORCED CONCRETE SLABS.</div> <div>11. PROVIDE CHAMFERS, REVEALS, REGLETS, RECESSES AND THE LIKE AS SHOWN ON THE ARCHITECTURAL OR STRUCTURAL DRAWINGS.</div> <div>12. PROVIDE 3/4 INCH CHAMFER AT EXPOSED FORMED EDGES AND CORNERS.</div> <div>13. NO HOLES OR SLEEVES SHALL BE MADE THROUGH CONCRETE WORK OTHER THAN THOSE INDICATED ON THE STRUCTURAL DRAWINGS WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.</div> <div>14. PROVIDE CAST-IN-PLACE CONCRETE FOR MECHANICAL AND ELECTRICAL DIVISIONS INCLUDING BUT NOT LIMITED TO: EQUIPMENT BASES, HOUSEKEEPING PADS, CURBS, PITS, UNDERGROUND DUCTBANKS.</div> <div>15. ALL FORMWORK OFFSET TOLERANCES (PER ACI 117) TO BE CLASS A.</div>			COVER, INCHES	CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH OR CONCRETE EXPOSED TO EARTH OR WEATHER: #6 THROUGH #18 BARS #5 BAR OR SMALLER	3 2 1 1/2	CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: SLABS AND WALLS: #14 AND #18 BARS #11 BAR AND SMALLER	1 1/2 1	COLUMNS PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	1 1/2	<div>1. THESE NOTES EXCLUDE PRE-MANUFACTURED TOWER & ANTENNA PLATFORMS DESIGNED & ENGINEERED BY THE MANUFACTURER.</div> <div>2. FABRICATOR AND WELDERS MUST BE CERTIFIED TO APPLICABLE SECTIONS OF ANSI/AWS D1.1-04 - STRUCTURAL WELDING CODE - STEEL.</div> <div>3. ALL WELDS NOT SHOWN ON DESIGN DRAWINGS SHALL BE SUCH AS TO DEVELOP 100% OF STRENGTH OF THE BASE METAL.</div> <div>4. ALL BOLTED CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS CONFORMING TO "RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".</div> <div>5. IN ALL CASES CONNECTIONS SHALL MEET THE REQUIREMENTS OF ANSI/AISC 360-05.</div> <div>6. FABRICATOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES AND/OR ERRORS ON THE DESIGN DRAWINGS IN TIME TO PREVENT ANY FABRICATION ERRORS.</div> <div>7. CONTRACTOR SHALL SUPPLY SIX PRINTS OF SHOP DRAWINGS FOR REVIEW BY THE ENGINEER PRIOR TO COMMENCING FABRICATION. APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS RESPONSIBILITY FOR ACCURACY AND FIT.</div> <div>8. SURFACE PREPARATION OF ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF STEEL STRUCTURES PAINTING COUNCIL SPECIFICATION FOR COMMERCIAL BLAST CLEANING SPCC-SP6</div> <div>9. ALL STEEL SHALL BE HOT DIP GALVANIZED TO MEET THE REQUIREMENTS OF ASTM STANDARD SPECIFICATION A123 WITH FIELD TOUCH UP WITH ZINC RICH PAINT AFTER CONSTRUCTION.</div>																	
	COVER, INCHES																												
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FOUNDATIONS NOTES		DESIGN CRITERIA NOTES																											
<div>1. CONCRETE PAD FOUNDATION WAS DESIGNED BASED ON ASSUMED 1500 PSF ALLOWABLE BEARING. A LICENSED GEOTECHNICAL ENGINEER SHALL VERIFY THIS ASSUMPTION PRIOR TO FOUNDATION CONSTRUCTION.</div>		<div>DESIGN DATA:</div> <table><tr><td>2014 OREGON STRUCTURAL SPECIALTY CODE</td><td>120 MPH (ULTIMATE 3 SECOND GUST)</td></tr><tr><td>WIND SPEED (ASCE 7-10)</td><td>B</td></tr><tr><td>EXPOSURE</td><td>II</td></tr><tr><td>RISK CATEGORY</td><td></td></tr></table> <div>SEISMIC LOAD:</div> <table><tr><td>S_s = 1.005g</td><td>S_{DS} = 0.736g</td></tr><tr><td>S₁ = 0.475g</td><td>S_{D1} = 0.483g</td></tr></table> <div>SITE CLASS D RISK CATEGORY = II SEISMIC DESIGN CATEGORY D</div> <div>DEAD LOAD:</div> <table><tr><td>(1) RADIO/BATTERY CABINET</td><td>TBD lbs each</td></tr><tr><td>(1) POWER CABINET</td><td>TBD lbs each</td></tr></table> <div>CONCRETE (28 DAYS):</div> <table><tr><td>FOOTINGS</td><td>4000 PSI</td></tr><tr><td>ALL OTHER CONCRETE</td><td>4000 PSI</td></tr><tr><td>REINFORCING STEEL</td><td>A615 GRADE 60</td></tr><tr><td>DEFORMED BAR ANCHOR (DBA)</td><td>A496</td></tr><tr><td>WELDED WIRE FABRIC</td><td>A185</td></tr></table>		2014 OREGON STRUCTURAL SPECIALTY CODE	120 MPH (ULTIMATE 3 SECOND GUST)	WIND SPEED (ASCE 7-10)	B	EXPOSURE	II	RISK CATEGORY		S _s = 1.005g	S _{DS} = 0.736g	S ₁ = 0.475g	S _{D1} = 0.483g	(1) RADIO/BATTERY CABINET	TBD lbs each	(1) POWER CABINET	TBD lbs each	FOOTINGS	4000 PSI	ALL OTHER CONCRETE	4000 PSI	REINFORCING STEEL	A615 GRADE 60	DEFORMED BAR ANCHOR (DBA)	A496	WELDED WIRE FABRIC	A185
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121

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REGISTERED ARCHITECT

ROBERT J. LARA

License # 5897

• PLANTATION, FL •

STATE OF OREGON

ROBERT JERRY LARA

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CONSTRUCTION

3	02/28/17	ISSUED FOR SUBMITTAL
2	02/27/17	ISSUED FOR REVIEW
1	02/02/17	ISSUED FOR REVIEW
0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW
No.	Date	Revision

Client:

verizon

Implementation Team:

mcd7

A&E Team:

mh

MORRISON HERSHFIELD

600 STEWART ST, SUITE 200
SEATTLE, WA 98101
Tel: 206.268.7370
www.morrisonhershfield.com

Project Info:

OR1

RAMONA

175 SE FIRST STREET

MCMINNVILLE, OR 97128

Drawing Title:

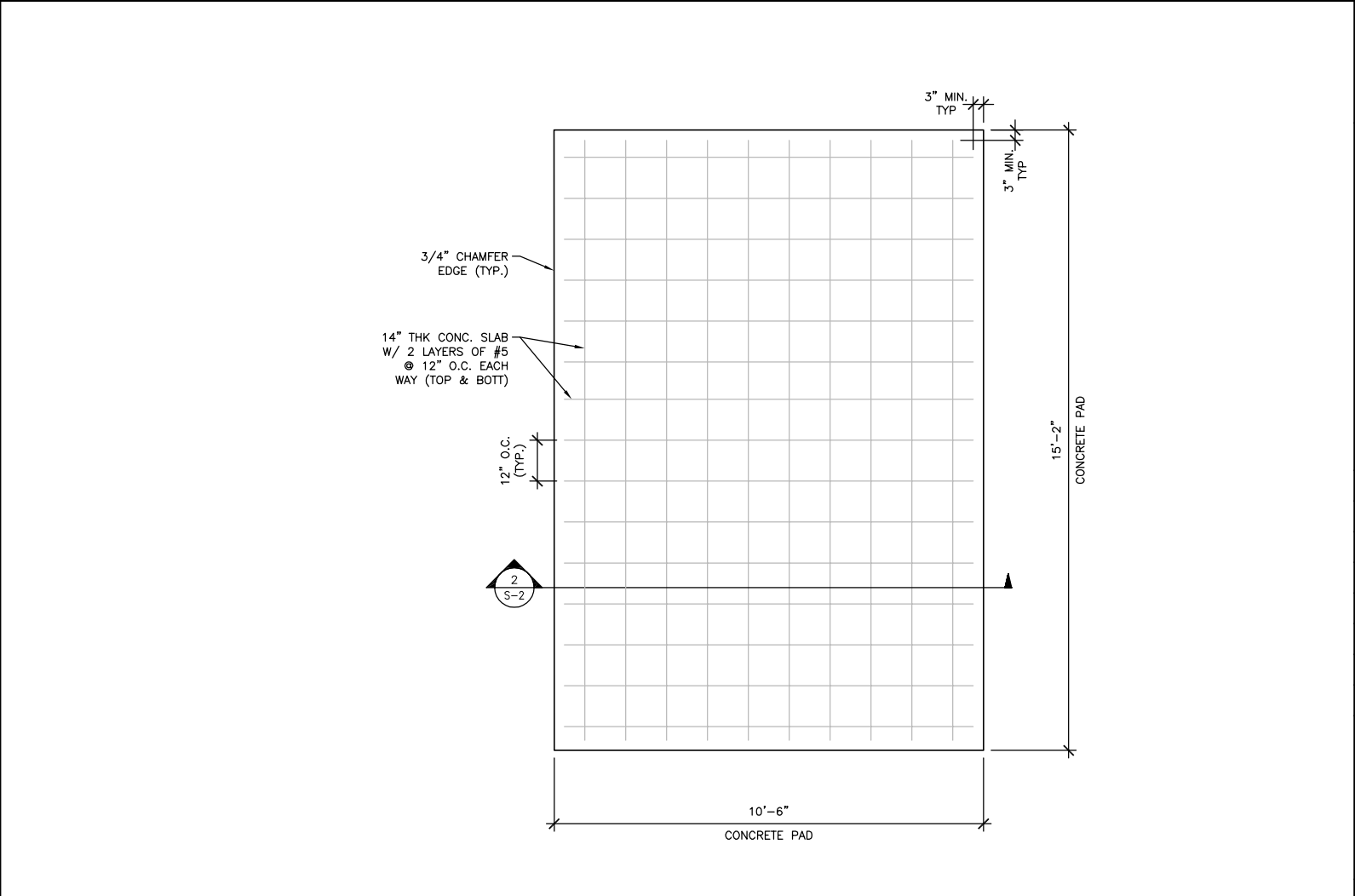
STRUCTURAL
NOTES

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: S-1



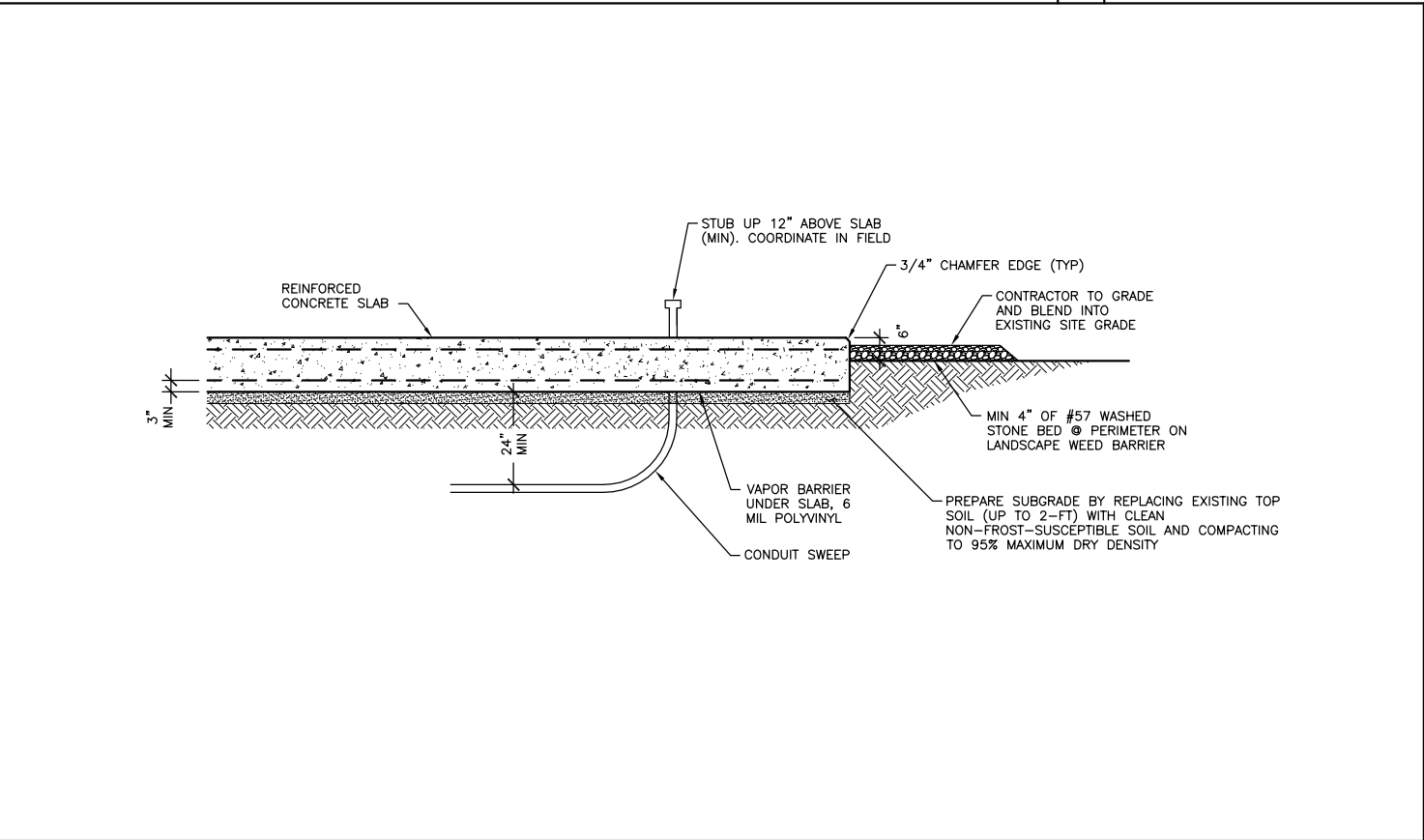
22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 4



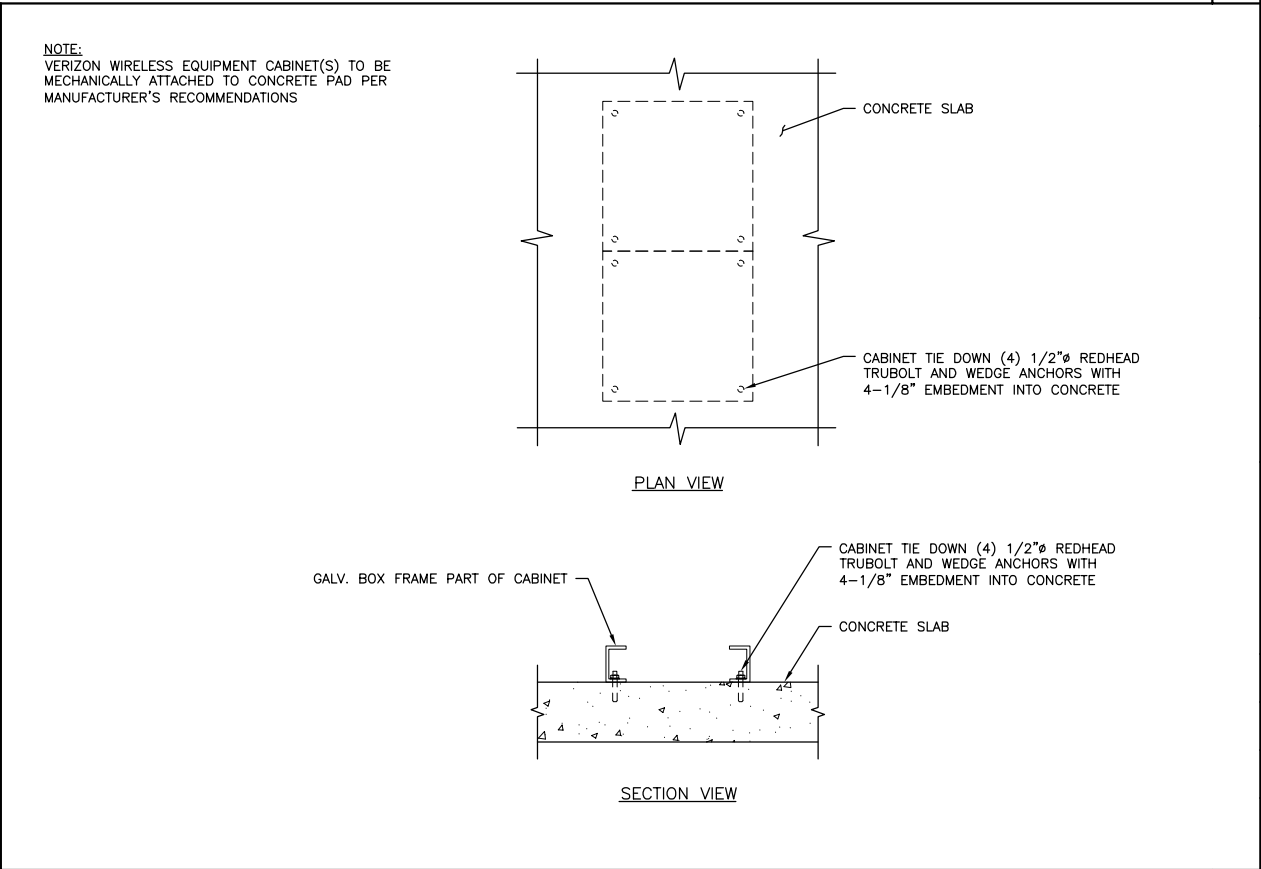
22"x34" SCALE: NOT TO SCALE
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CONCRETE EQUIPMENT PAD DETAIL 3



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

TYPICAL CONCRETE PAD SECTION 2



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

CABINET ATTACHMENT DETAIL 1

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PLANTATION, FL

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verizon

Implementation Team:

mcd7

A&E Team:

MORRISON HERSHFIELD

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STRUCTURAL
DETAILS

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: S-2

GENERAL ELECTRICAL NOTES

GENERAL

1. EXAMINE THE SITE CONDITIONS VERY CAREFULLY AND THE SCOPE OF PROPOSED WORK TOGETHER WITH THE WORK OF ALL OTHER TRADES AND INCLUDE IN THE BID PRICE ALL COSTS FOR WORK SUCH AS EQUIPMENT AND WIRING MADE NECESSARY TO ACCOMMODATE THE ELECTRICAL SYSTEMS SHOWN AND SYSTEMS OF OTHER TRADES.
2. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
3. PERFORM DETAILED VERIFICATION OF WORK PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND COMMENCING CONSTRUCTION. ISSUE A WRITTEN NOTICE TO THE CONSULTANT OF ANY DISCREPANCIES.
4. OBTAIN ALL PERMITS, PAY ASSOCIATED FEES AND SCHEDULE INSPECTIONS.
5. PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, INSURANCE, AND SERVICES TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND PRESENT IT AS FULLY OPERATIONAL TO THE SATISFACTION OF THE OWNER.
6. CARRY OUT WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A. PRIOR TO BEGINNING WORK COORDINATE ALL POWER AND TELCO WORK WITH THE LOCAL UTILITY COMPANY AS IT MAY APPLY TO THIS SITE. ALL WORK TO COMPLY WITH THE RULES AND REGULATIONS OF THE UTILITIES INVOLVED.
7. FABRICATION AND INSTALLATION OF THE COMPLETE ELECTRICAL SYSTEM SHALL BE DONE IN A FIRST CLASS WORKMANSHIP PER NECA STANDARD 1-2000 BY QUALIFIED PERSONNEL EXPERIENCED IN SUCH WORK AND SHALL SCHEDULE THE WORK IN AN ORDERLY MANNER SO AS NOT TO IMPEDE PROGRESS OF THE PROJECT.
9. DURING PROGRESS OF THE WORK, MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF THE ELECTRICAL SYSTEMS, LOCATING EACH CIRCUIT PRECISELY AND DIMENSIONING EQUIPMENT, CONDUIT AND CABLE LOCATIONS. UPON COMPLETION OF THE INSTALLATION, TRANSFER ALL RECORD DATA TO BLACK LINE PRINTS OF THE ORIGINAL DRAWINGS AND SUBMIT THESE DRAWINGS AS RECORD DRAWINGS TO THE CONSULTANT.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL, OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
11. GENERAL CONTRACTOR IS RESPONSIBLE FOR REQUESTING CONNECTION OF COMMERCIAL POWER FROM THE POWER COMPANY. ELECTRICAL CONTRACTOR SHALL COORDINATE THIS WORK WITH THE GENERAL CONTRACTOR.
12. COORDINATE EXACT TELEPHONE REQUIREMENTS AND SERVICE ROUTING WITH LOCAL TELEPHONE COMPANY. APPLY FOR TELEPHONE SERVICE IMMEDIATELY UPON AWARD OF CONTRACT.

BASIC MATERIALS AND METHODS

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE EDITION OF THE NEC AUTHORIZED BY THE LOCAL JURISDICTION AND TO THE APPLICABLE LOCAL CODES AND REGULATIONS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW. MATERIALS AND EQUIPMENT SHALL BE THE STANDARD PRODUCTS OF MANUFACTURER'S CURRENT DESIGN. ANY FIRST-CLASS PRODUCT MADE BY A REPUTABLE MANUFACTURER MAY BE USED PROVIDING IT CONFORMS TO THE CONTRACT REQUIREMENTS AND MEETS THE APPROVAL OF THE CONSULTANT AND THE OWNER.
3. ADVANCE CHECK, WIRING, EQUIPMENT, AND OTHER WORK GENERALLY AS SHOWN, PROVIDING PROPER CLEARANCES AND ACCESS. CAREFULLY EXAMINE ALL CONTRACT DRAWINGS AND FIT THE WORK IN EACH LOCATION WITHOUT SUBSTANTIAL ALTERATION. WHERE DEPARTURES ARE PROPOSED BECAUSE OF FIELD CONDITIONS OR OTHER CAUSES, PREPARE AND SUBMIT DETAILED DRAWINGS FOR ACCEPTANCE.
4. THE CONTRACT DRAWINGS ARE GENERALLY DIAGRAMMATIC AND ALL OFFSETS, BENDS, FITTINGS AND ACCESSORIES ARE NOT NECESSARILY SHOWN. PROVIDE ALL SUCH ITEMS AS MAY BE REQUIRED TO FIT THE WORK TO THE CONDITIONS.
5. MAINTAIN ALL CLEARANCES AS REQUIRED BY NEC.
6. GROUND CONDUITS AND AROUND CONDUCTORS WITHIN CONDUITS ENTERING THE PREFABRICATED SHELTER/CABINETS WHERE PENETRATION OCCURS WITH A SILICONE SEALANT TO PREVENT MOISTURE PENETRATION INTO BUILDING/SHELTER.
7. SILICONE SEAL AROUND ALL BOLTS AND SCREWS USED TO SECURE EQUIPMENT TO EXTERIOR OF BUILDING. 8. MAKE NECESSARY CONNECTIONS FOR BATTERY IN EMERGENCY LIGHT FIXTURE. CONNECT EXTERIOR LIGHT FIXTURE (PROVIDED BY SHELTER MANUFACTURER) TO EXTERNAL JUNCTION BOX.

CONDUCTORS AND CONNECTORS

1. UNLESS NOTED OTHERWISE, ALL CONDUCTORS SHALL BE COPPER, MINIMUM SIZE #12 AWG, WITH THERMOPLASTIC INSULATION CONFORMING TO NEMA WC5 OR CROSS-LINKED POLYETHYLENE INSULATION CONFORMING TO NEMA WC7. (TYPES THHN OR THWN-2). INSULATION SHALL BE RATED FOR 90°C CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC.
2. ALL CONDUCTORS USED FOR GROUNDING SHALL BE COPPER AND SHALL HAVE GREEN INSULATION EXCEPT WHERE NOTED.
3. FOR COPPER CONDUCTORS #6 AWG AND SMALLER USE 3M SCOTCH-LOK OR T&B STA-KON COMPRESSION TYPE CONNECTORS WITH INTEGRAL OR SEPARATE INSULATION CAPS. FOR COPPER CONDUCTORS LARGER THAN #6 AWG USE SOLDERLESS, IDENT HEX SCREW OR BOLT TYPE PRESSURE CONNECTORS OR DOUBLE COMPRESSION C-CLAMP CONNECTORS, UNLESS SPECIFIED OTHERWISE ON DRAWINGS.
4. UNLESS NOTED OTHERWISE ALL LUGS SHALL BE TIN PLATED COPPER, TWO-HOLE, LONG BARREL, COMPRESSION TYPE.
5. CONDUCTOR LENGTHS SHALL BE CONTINUOUS FROM TERMINATION TO TERMINATION WITHOUT SPLICES. SPLICES ARE NOT ACCEPTABLE. IF SPLICES ARE UNAVOIDABLE PRIOR APPROVAL FROM THE ENGINEER MUST BE OBTAINED.

RACEWAYS AND BOXES

1. ALL CONDUIT SHALL BE UL LABELED.
2. ALL EMPTY CONDUITS INSTALLED FOR FUTURE USE SHALL HAVE A PULL CORD.
3. SHEET METAL BOXES SHALL CONFORM TO NEMA OS1; CAST-METAL BOXES SHALL CONFORM TO NEMA 81 AND SHALL BE SIZED IN ACCORDANCE WITH NEC UNLESS NOTED OTHERWISE.

GROUNDING

1. ALL LIGHTNING PROTECTION AND SAFETY GROUNDING OF THE ELECTRICAL EQUIPMENT SHALL BE CARRIED OUT IN ACCORDANCE WITH THE CURRENT NFPA AND VERIZON WIRELESS STANDARDS.
2. GROUND LUGS ARE SPECIFIED UNDER SECTION 3 "CONDUCTORS AND CONNECTORS".
3. ALL GROUND LUG AND COMPRESSION CONNECTIONS SHALL BE COATED WITH ANTI-OXIDANT AGENT, SUCH AS NO-OX, NOALOX, PENETROX OR KOPRSHIELD.
4. GROUND ALL EXPOSED METALLIC OBJECTS ON BUILDING EXTERIOR INCLUDING BUILDING TIE DOWN BRACKETS.
5. PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.
6. DO NOT INSTALL GROUND RING OUTSIDE OF PROPERTY LINE.
7. REMOVE ALL PAINT AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS, REPAINT TO MATCH AFTER CONNECTION IS MADE TO MAINTAIN CORROSION RESISTANCE.
8. ALL EXTERIOR GROUNDING CONDUCTORS INCLUDING EXTERIOR GROUND RING SHALL BE #2 AWG SOLID BARE TINNED COPPER UNLESS NOTED OTHERWISE. MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. THE RADIUS OF ANY BEND SHALL NOT BE LESS THAN 8" AND THE ANGLE OF ANY BEND SHALL NOT EXCEED 90°. GROUNDING CONDUCTORS SHALL BE ROUTED DOWNWARD TOWARD THE BURIED GROUND RING.
9. BOND ALL EXTERIOR CONDUITS, PIPES AND CYLINDRICAL METALLIC OBJECTS WITH A PENN-UNION GT SERIES CLAMP, BLACKBURN GUV SERIES CLAMP OR A BURNDY GAR 3900BU SERIES CLAMP ONLY, NO SUBSTITUTES ACCEPTED.
10. ALL GROUND CONNECTIONS SHALL BE APPROVED FOR THE METALS BEING CONNECTED.
11. ALL EXTERNAL GROUND CONNECTIONS SHALL BE EXOTHERMICALLY WELDED. ALL EXOTHERMIC WELDS TO EXTERIOR GROUND RING SHALL BE THE PARALLEL TYPE, EXCEPT FOR THE GROUND RODS WHICH ARE TEE EXOTHERMIC WELDS. REPAIR ALL GALVANIZED SURFACES THAT HAVE BEEN DAMAGED BY EXOTHERMIC WELDING. USE SPRAY GALVANIZER SUCH AS HULOB LECTROSOL #15-501.
12. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER WHEN THE BURIED GROUND RING IS INSTALLED SO THE REPRESENTATIVE CAN INSPECT THE GROUND RING BEFORE IT IS BACKFILLED WITH SOIL.
13. FOR METAL FENCE POST GROUNDING, USE A HEAVY DUTY TYPE GROUNDING CLAMP OR EXOTHERMIC WELD CONNECTION TO POST. GROUND ALL FENCE POSTS WITHIN 6' OF EQUIPMENT.
14. WHERE MECHANICAL CONNECTORS (TWO-HOLE OR CLAMP) ARE USED, APPLY A LIBERAL PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO OXIDE A" BY DEARBORN CHEMICAL COMPANY ON ALL CONNECTORS.

OVERCURRENT & SHORT-CIRCUIT/GND FAULT PROTECTION (IF APPLICABLE)

1. CONTRACTOR SHALL RECORD LOAD READINGS WHEN SITE POWER ORIGINATES FROM A 3Ø SERVICE TO MONITOR & ASSURE A BALANCED LOAD AT THE PRIMARY SUPPLY. RECORDS SHALL BE PROVIDED TO THE SITE/FACILITY OWNER. CONTRACTOR SHALL CONSULT MANUFACTURER'S PLANS, SHOP DRAWINGS AND SPECS FOR INDOOR/OUTDOOR EQUIPMENT LOCATION & INSTALLATION. ELECTRIC SERVICE SHALL BE IN COMPLIANCE WITH ALL RULES & REGULATIONS OF THE UTILITY CO. ELECT. CONTRACTOR SHALL PROVIDE EQUIPMENT WITH HIGHER SHORT-CIRCUIT FAULT CURRENT RATINGS (KA.I.C.) AS REQUIRED TO MATCH & EXCEED UTILITY CO. AVAILABLE SYMMETRICAL & ASYMMETRICAL FAULT CURRENT LEVELS. FUSES IN SERVICE SWITCHES SHALL BE CLASS "RK1", CURRENT LIMITING TYPE, 200 KA.I.C., NON-TIME DELAY, DISCONNECT SWITCHES TO HAVE REJECTION CLIPS, UNLESS INDICATED OTHERWISE. ELECTRICAL EQUIPMENTS & PROTECTIONS SHALL BE STANDARD KAIC RATED HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY CO. KAIC RATE AND CONSIDERING ELECTRIC MOTORS FAULT CONTRIBUTION. CONTRACTOR SHALL NOT BEGIN CONSTRUCTION UNTIL THIS MANDATORY REQUIREMENT IS MET. IF NEW LOAD IS ADDED CONTRACTOR SHALL VERIFY & CONFIRM BEFORE CONSTRUCTION THAT TOTAL UTILITY SERVICE LOAD SHALL KEEP EQUAL TO (125% MAX. DEMAND+ NEW LOAD)< 80% SERVICE ENTRANCE CONDUCTORS/MAIN OVER CURRENT PROTECTION AMPACITY, WHICHEVER RATING IS LOWER. LIGHTING SHALL MEET NEC, IESNA AND/OR FAA STANDARDS IF APPLICABLE. PHOTOMETRIC LEVELS SHALL COMPLY WITH LOCAL, STATE & FEDERAL RULES. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN ACCESSIBLE AREAS ONLY. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELE- PHONE UTILITY COMPANIES.

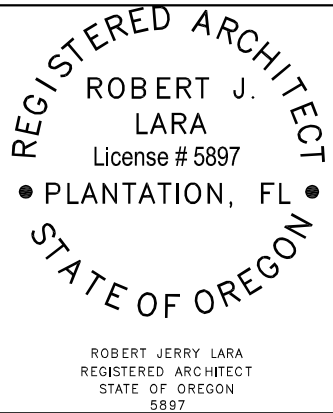
LEGEND

SYMBOL	DESCRIPTION
	CIRCUIT BREAKER
	NON-FUSIBLE DISCONNECT SWITCH
	FUSIBLE DISCONNECT SWITCH
	SURFACE MOUNTED PANEL BOARD
	TRANSFORMER
	KILOWATT HOUR METER
	DENOTES CABLE OR CONDUIT TURNING UP IN PLAN VIEW
	DENOTES CABLE OR CONDUIT TURNING DOWN IN PLAN VIEW
	JUNCTION BOX
	PULL BOX TO NEC/TELCO STANDARDS
	OVERHEAD UTILITIES
	UNDERGROUND TELCO
	UNDERGROUND POWER
	DENOTES REFERENCE NOTE
	EXOTHERMIC WELD CONNECTION
	MECHANICAL CONNECTION (eg LUG, C-TAP)
	GROUND ROD
	GROUND ROD WITH INSPECTION SLEEVES
	GROUND BAR
	PIN AND SLEEVE RECEPTACLE
	GROUND CONDUCTOR

ABBREVIATIONS

AFG	ABOVE FINISHED GRADE
AIC	AMPERE INTERRUPTING CAPACITY
BFG	BELOW FINISHED GRADE
C	CONDUIT
CRGB	CELL REFERENCE GROUND BAR
CU	COPPER
C/W	COMPLETE WITH
D.T.T.	DRY TYPE TRANSFORMER
EC	EMPTY CONDUIT
G	GROUND
GE	GROUNDING ELECTRODE
GEC	GROUNDING ELECTRODE CONDUCTOR
GRC	GALVANIZED RIGID CONDUIT
MTS	MANUAL TRANSFER SWITCH
NEC	NATIONAL ELECTRICAL CODE
O/H	OVERHEAD
RNC	RIGID NON-METALLIC CONDUIT (SCHEDULE 80 PVC)
SD	SERVICE DISCONNECT SWITCH
SE	SERVICE ENTRANCE
SN	SOLID NEUTRAL
TGB	TELCO GROUND BAR
TEGB	TOWER EXIT GROUND BAR
TR	TRANSFORMER
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TPY	TYPICAL
WP	WEATHERPROOF - NEMA 3R
U/G	UNDERGROUND
PPC	POWER PROTECTION SHELTER

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CONSTRUCTION

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2	02/27/17	ISSUED FOR REVIEW
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0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW
No.	Date	Revision

Client:



M&E Team:



Project Info:

OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

Drawing Title:

ELECTRICAL NOTES AND SYMBOLS

Project Number:	Start Date:
160008	01/07/16
Drafter:	Designer:
W	SV
Project Manager:	Professional of Record:
RKL	RL
Revision No:	Sheet No:

- 1

CONTRACTOR TO PROVIDE & INSTALL A NEW 444LA VAULT, PER MW&L SPECIFICATIONS. MW&L TO PROVIDE AND INSTALL NEW TRANSFORMER. COORDINATE WITH MW&L FOR NEW 200A, 120/240V-1Ø-3W SERVICE FOR VERIZON WIRELESS.
- 2

CONTRACTOR TO PROVIDE & INSTALL NEW 3Ø48 TRAFFIC RATED HANDHOLE OR APPROVED EQUAL AT THE EDGE OF RIGHT OF WAY. CONFIRM EXACT REQUIREMENTS WITH FIBER PROVIDER.
- 3

NEW (3) #3/0 AWG CU. IN 3" PVC SCH 40 CONDUIT.
- 4

NEW 240V, 1Ø, 3W, 200A RATED, NEMA-3R METER/MAIN CIRCUIT BREAKER COMBO METER BASE WITH MANUAL BYPASS PER MW&L SPECIFICATIONS.
- 5

NEW GLASS 200A, 240V, 3W METER SOCKET PER POWER CO. SPECIFICATIONS.
- 6

PROVIDE 200A-2P MAIN CIRCUIT BREAKER.
- 7

CONTRACTOR TO ARRANGE TO PAY FOR UNDERGROUND UTILITY LOCATION SURVEYS FOR ALL TRENCHING. REUSE NATIVE BACKFILL AND REINSTATE TO ORIGINAL CONDITION. INSTALL 6" WIDE METALLIC LINE RED PLASTIC MARKER TAPE 8" ABOVE ALL BURIED CONDUIT.
- 8

CONTRACTOR TO PROVIDE NEW 2" SCH. 40 PVC WITH PULL TAPE FOR PRIMARY POWER. COORDINATE ALL REQUIREMENTS WITH MW&L PRIOR TO INSTALLATION.
- 9

CONTRACTOR TO STUB CONDUIT AT THE BASE OF THE WALL. CONTRACTOR WILL NEED TO HAVE A "VAC" ONSITE TO ASSIST MW&L WITH TUNNELING UNDER THE WALL/PAD.
- 10

3-3/0, + 1#6 GROUND, 2" PVC SCH 40 CONDUIT. PROVIDE RNC B.F.G. AND RGS A.F.G.
- 11

NEW 4" PVC SCH 40 CONDUIT WITH (3) 1-1/4" INNERDUCT & TRACEABLE MULE TAPE FROM FIBER ENCLOSURE TO HANDHOLE AT RIGHT OF WAY.
- 12

NEW 4" PVC SCH 40 CONDUIT WITH (3) 1-1/4" INNERDUCT & TRACEABLE MULE TAPE FROM NEW FIBER ENCLOSURE TO HANDHOLE AT RIGHT OF WAY FOR FUTURE DARK FIBER.
- 13

PROPOSED VERIZON H-FRAME.
- 14

PROPOSED (ILC) INTEGRATED LOAD CENTER, NEMA-3R PPC LOAD CENTER (PANEL "PP1") COMPLETE WITH AN INTEGRATED AUTOMATIC TRANSFER SWITCH, A 200A-2P UTILITY MAIN CIRCUIT BREAKER & A 200A-2P EMERGENCY MAIN CIRCUIT BREAKER.
- 15

BOND TO GROUND RING W/#2 AWG SOLID TINNED COPPER.
- 16

NEW #4 AWG GROUND ELECTRODE CONDUCTOR TO (2) 5/8"x10' COPPER CLAD RODS SPACED A MINIMUM OF 6' APART.
- 17

CONTRACTOR TO PROVIDE & INSTALL NEW INTERSECT FIBER BOX OR APPROVED EQUAL FOR FIBER DEMARC.
- 18

PROPOSED INTERSECT SITE TECH CABINET.
- 19

PROPOSED WORK LIGHT (LITHONIA CAT #HFL1-LED-P1-40K-WFL-MVOLT OR EQUIVALENT) (TYP OF 4)
- 20

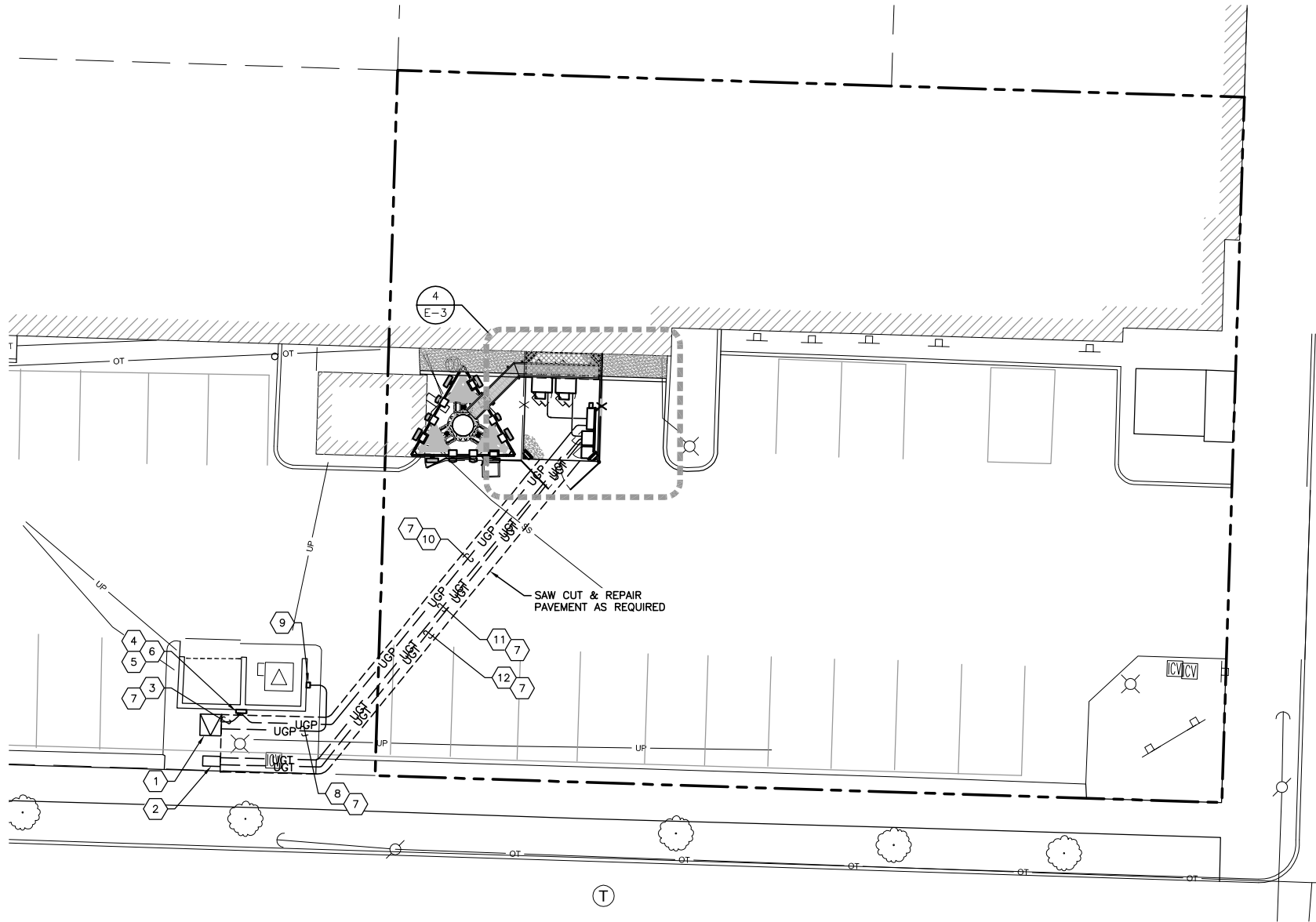
NEW 4 TO 6 HOURS CRANK TIMER LIGHT SWITCH IN WEATHERPROOF ENCLOSURE.
- 21

NEW 2" CONDUIT FOR EQUIPMENT CABINET REFER TO LOAD CENTER DIAG. SHEET E-5.
- 22

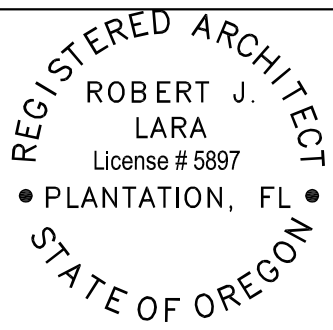
PROPOSED CHARLES (POWER) CABINET.
- 23

PROPOSED CHARLES (RADIO/BATTERY) CABINET.
- 24

NEW 4" PVC CONDUIT WITH (3) 1-1/4" INNERDUCTS AND TRACEABLE MULE TAPE FROM NEMA-3R FIBER ENCLOSURE TO RADIO CABINET.



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ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

CONSTRUCTION

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3	02/28/17	ISSUED FOR SUBMITTAL
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0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW

Client:



Implementation Team:



A&E Team:



Project Info:

OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

Drawing Title:

ELECTRICAL
SITE PLAN

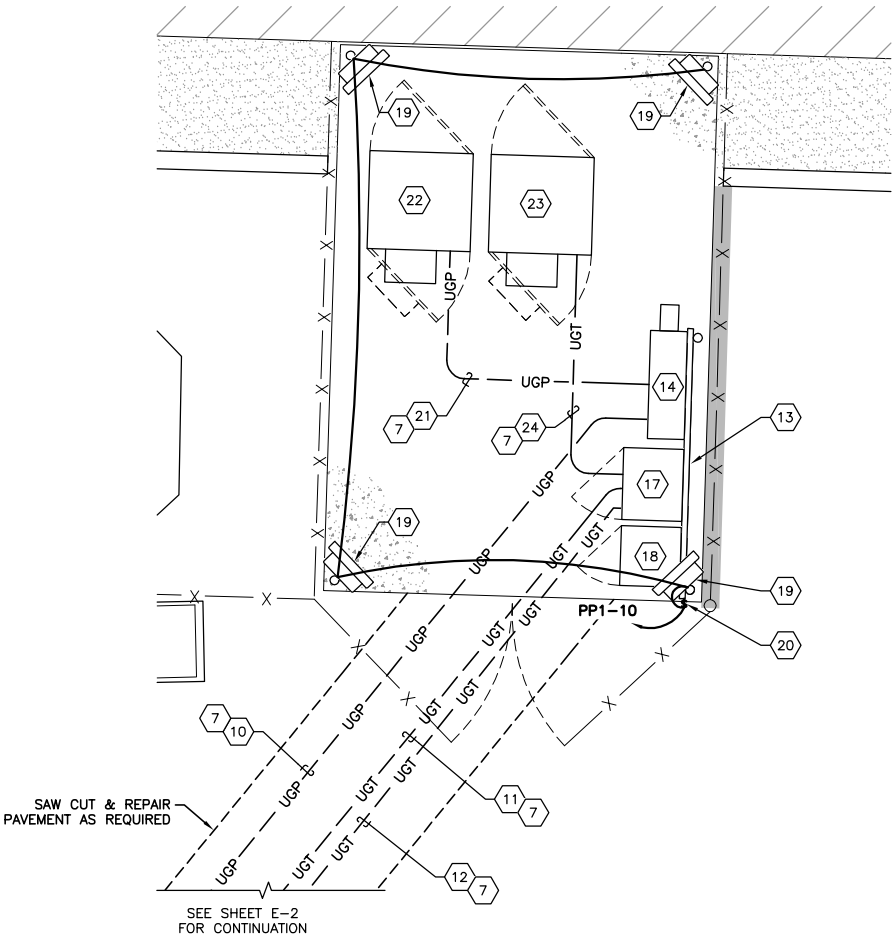
Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No:	Sheet No:

3

E-2



- 1 CONTRACTOR TO PROVIDE & INSTALL A NEW 444LA VAULT, PER MW&L SPECIFICATIONS. MW&L TO PROVIDE AND INSTALL NEW TRANSFORMER. COORDINATE WITH MW&L FOR NEW 200A, 120/240V-1Ø-3W SERVICE FOR VERIZON WIRELESS.
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- 9 CONTRACTOR TO STUB CONDUIT AT THE BASE OF THE WALL. CONTRACTOR WILL NEED TO HAVE A "VAC" ONSITE TO ASSIST MW&L WITH TUNNELING UNDER THE WALL/PAD.
- 10 3-3/0, + 1#6 GROUND, 2" PVC SCH 40 CONDUIT. PROVIDE RNC B.F.G. AND RGS A.F.G.
- 11 NEW 4" PVC SCH 40 CONDUIT WITH (3) 1-1/4" INNERDUCT & TRACEABLE MULE TAPE FROM FIBER ENCLOSURE TO HANDHOLE AT RIGHT OF WAY.
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- 13 PROPOSED VERIZON H-FRAME.
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- 16 NEW #4 AWG GROUND ELECTRODE CONDUCTOR TO (2) 5/8"x10' COPPER CLAD RODS SPACED A MINIMUM OF 6' APART.
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- 18 PROPOSED INTERSECT SITE TECH CABINET.
- 19 PROPOSED WORK LIGHT (LITHONIA CAT #HFL1-LED-P1-40K-WFL-MVOLT OR EQUIVALENT) (TYP OF 4)
- 20 NEW 4 TO 6 HOURS CRANK TIMER LIGHT SWITCH IN WEATHERPROOF ENCLOSURE.
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22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

ELECTRICAL PLAN 4

TELEPHONE RISER DIAGRAM 3

MAIN SWITCH INTERRUPT CAPACITY = 100K AIC

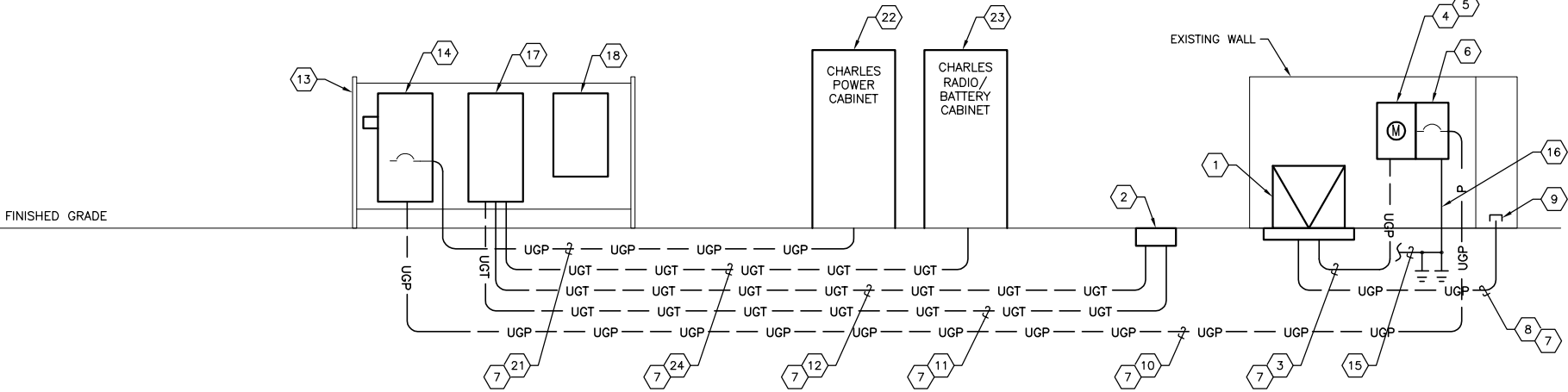
LOAD CALCULATIONS:

MAXIMUM CONNECTED LOAD: 48 KVA @ 120/240 VOLT, 1Ø - 200 AMPS

(PER CURRENT DESIGN)

INITIAL DEMAND LOAD: 26.1 KVA @ 120/240 VOLT, 1Ø - 109 AMPS

NOTE:
ALL OVERCURRENT DEVICES SHALL BE RATED TO INTERRUPT A SHORT
CIRCUIT CURRENT OF A MINIMUM 42,000 AMPS SYMMETRICAL



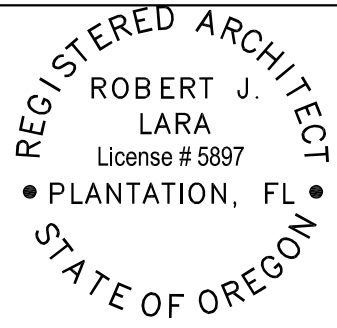
UTILITY ROUTING NOTE:
CONDUIT ROUTES AND SPECIFICATIONS FROM VERIZON
WIRELESS COMPOUND TO UTILITY MEET POINT ARE PER THE
REQUIREMENTS PROVIDED IN THE UTILITY COORDINATION
REPORT BY R&W ENGINEERING, DATED 03/15/16.

ELECTRICAL REFERENCE NOTES 2

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

ELECTRICAL RISER DIAGRAM 1

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HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD
NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION
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ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

CONSTRUCTION

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Client:



Implementation Team:



A&E Team:



Project Info:

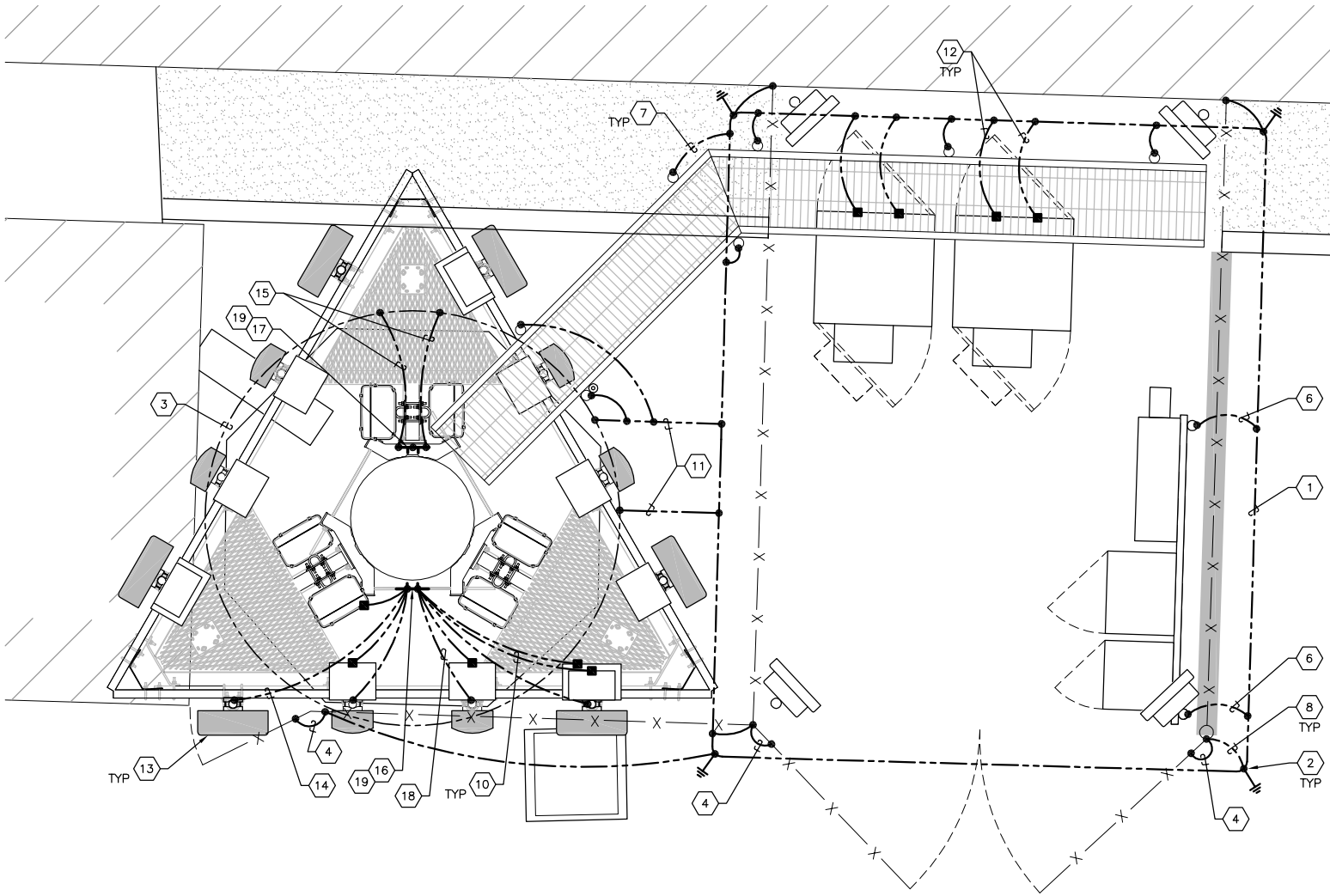
OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128

Drawing Title:

ELECTRICAL PLAN,
NOTES AND
RISER DIAGRAM

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: E-3

- 1 APPROXIMATE LOCATION OF #2 AWG SOLID BARE TINNED GROUND RING. GROUND RING SHALL BE BURIED 30" BELOW THE FROST LINE OR 30" BELOW GRADE, WHICHEVER IS GREATER. EXACT LOCATION AND NUMBER OF GROUND RODS TO BE DETERMINED ON SITE AND BASED ON "FALL OF POTENTIAL GROUND RESISTANCE METHOD" FOR RESISTANCE < 5 OHMS. UNLESS OTHERWISE NOTED, DRIVEN GROUND RODS ARE TO BE BURIED AT 16 FEET INTERVALS.
- 2 PROVIDE 3/4"x10'-0" LONG COPPER CLAD STEEL (COPPER WELD) GROUND ROD AS SHOWN. PROVIDE INSPECTION SLEEVE AT GROUND ROD TO SHOW BOND TO EXTERIOR BURIED GROUND RING (MINIMUM OF 4 INSPECTION SLEEVES/ SEE DETAIL 8/E-7). INSTALL GROUND ROD TWO (2) FEET MINIMUM AWAY FROM ANY SLAB. INSTALL SO THAT TOP OF GROUND ROD IS 30" BELOW GRADE OR FROST LINE, WHICHEVER IS DEEPER. EXACT LOCATION AND NUMBER OF GROUND RODS TO BE ESTABLISHED ON SITE AND BASED ON "FALL OF POTENTIAL GROUND RESISTANCE METHOD" FOR RESISTANCE < 5 OHMS. UNLESS OTHERWISE NOTED, DRIVEN GROUND RODS ARE BONDED TO THE BURIED GROUND RING AT 16 FEET INTERVALS.
- 3 EXISTING TOWER GROUND RING, VERIFY IN FIELD.
- 4 #2 AWG WELDING CABLE OF FLEXIBLE CABLE, GATE JUMPER.
- 5 NOT USED.
- 6 #2 AWG FROM H-FRAME TO EXTERNAL GROUND RING (TYP OF (2) PLACES).
- 7 #2 AWG GROUND FROM ICE BRIDGE VERTICAL POSTS TO EXTERNAL GROUND RING (TYP).
- 8 #2 AWG GROUND FROM VERTICAL FENCE POST TO EXTERNAL GROUND RING.
- 9 NOT USED.
- 10 BOND RRU TO ANTENNA GROUND BAR WITH A #2 AWG STRANDED JACKETED COPPER CONDUCTOR.
- 11 EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER IN AT LEAST TWO (2) POINTS USING A #2 AWG SOLID BARE TINNED COPPER CONDUCTOR.
- 12 BOND TO EQUIPMENT CABINET ENCLOSURE USING A MANUF. APPROVED CONNECTION WITH (2) # 2 AWG SOLID BARE TINNED COPPER CONDUCTORS AND EXOTHERMICALLY WELD TO GROUND RING.
- 13 REFER TO STRUCTURAL AND ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ANTENNA(S) AND ANTENNA SUPPORTS FRAME.
- 14 EXTEND GROUNDING CONDUCTOR TO ANTENNA LOCATIONS AND BOND TO ANTENNA PIPE MOUNT. USE AN EXOTHERMIC WELD AT ANTENNA PIPE MOUNT. SUPPORT CONDUCTOR AS REQUIRED EVERY TWO (2) FEET MINIMUM.
- 15 PROVIDE #2 SOLID BARE TINNED COPPER CONDUCTOR FROM TEGB TO TOWER GROUND RING. TYPICAL OF TWO (2).
- 16 PROVIDE ANTENNA CABLE GROUND BAR. BOND ANTENNA CABLE GROUNDING KITS TO GROUND BAR. CONNECTION SHALL BE THE RESPONSIBILITY OF THE ANTENNA CABLE INSTALLER. BOND GROUND BAR TO TOWER USING ONE(1) #2 AWG SOLID TINNED COPPER CONDUCTOR. PROVIDE A U.L. LISTED CONNECTOR SUITABLE FOR THE MATERIALS BEING CONNECTED. PROVIDE EXOTHERMIC WELDS FOR BONDS TO STEEL BEAM OR FRAME.
- 17 THE TOWER EXIT GROUND BUS BAR (TEGB) SHALL BE INSTALLED BELOW THE TRANSMISSION LINE GROUND KITS, NEAR THE AREA OF THE TOWER AT THE POINT WHERE THE ANTENNA TRANSMISSION LINES TRANSITION FROM THE TOWER TO THE CABINETS. VERIFY EXACT LOCATION OF GROUNDING BAR FOR PROPER CONDUCTOR LENGTH. GROUNDING BAR PROVIDED BY THE ANTENNA CABLE INSTALLER. FINAL EXOTHERMIC WELD FROM THE BURIED GROUNDING RING TO GROUND BAR SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. COORDINATE WITH ANTENNA CABLE INSTALLER FOR SCHEDULE TO MAKE CONNECTION. PROVIDE 3/4" PVC SLEEVE WITH SWEEP BEND IN NEW ANTENNA BASE INSTALLATIONS FOR CONNECTION OF TEGB TO TOWER GROUND RING.
- 18 EXTEND GROUNDING CONDUCTORS TO REMAINING SECTOR ANTENNA PIPE MOUNT LOCATIONS AND BOND WITH EXOTHERMIC WELDS TO ANTENNA PIPE MOUNT. SUPPORT CONDUCTOR AS REQUIRED EVERY TWO FEET MINIMUM.
- 19 THE TOWER STRUCTURE STEEL SHALL BE UTILIZED FOR DISSIPATING THE LIGHTNING ENERGY. THE TOWER GROUND BARS FOR ANTENNA GROUNDING SHALL BE DIRECTLY FASTENED TO THE STEEL STRUCTURE WITH STAINLESS STEEL HARDWARE &/OR ANGLE ADAPTORS (E.G. PIROD/VALMONT PART #167105 OR EQUIV. - W/O "CHERRY" INSULATORS. THIS TYPE OF INSTALLATION SPECIFICALLY PRECLUDES THE USE OF INSULATORS BETWEEN THE TOWER STRUCTURE & THE GROUND BARS & DOES NOT ALLOW ANY DRILLING OF WELDING TO THE TOWER.



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

REGISTERED ARCHITECT
ROBERT J. LARA
License # 5897
• PLANTATION, FL •
STATE OF OREGON

ROBERT JERRY LARA
REGISTERED ARCHITECT
STATE OF OREGON
5897

CONSTRUCTION		
3	02/28/17	ISSUED FOR SUBMITTAL
2	02/27/17	ISSUED FOR REVIEW
1	02/02/17	ISSUED FOR REVIEW
0	03/22/16	ISSUED FOR PERMIT
A	03/17/16	ISSUED FOR REVIEW
No.	Date	Revision

Client:

verizon

Implementation Team:

md7

A&E Team:

MORRISON HERSHFIELD
600 STEWART ST, SUITE 200
SEATTLE, WA 98101
Tel: 206.268.7370
www.morrisonhershfield.com

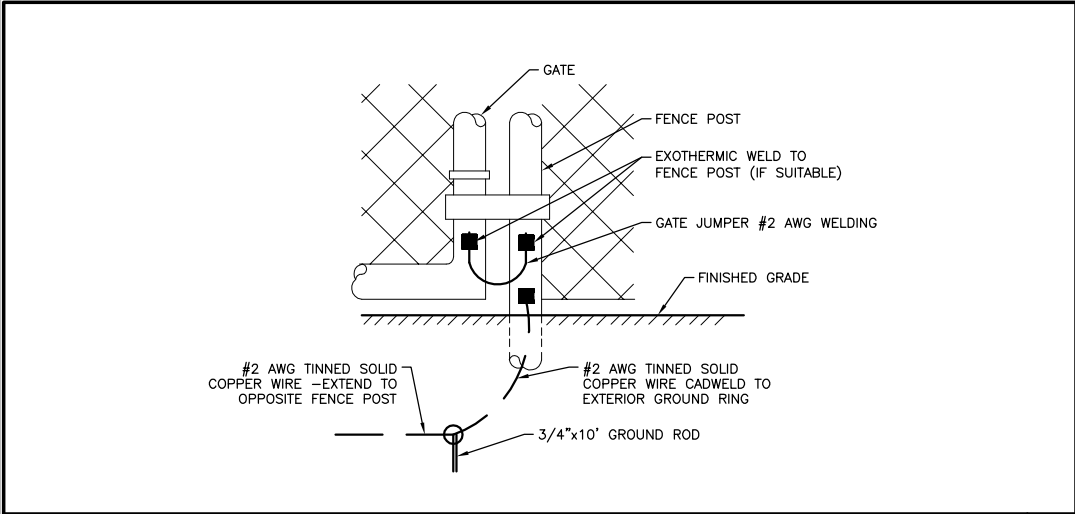
Project Info:

**OR1
RAMONA
175 SE FIRST STREET
MCMINNVILLE, OR 97128**

Drawing Title:

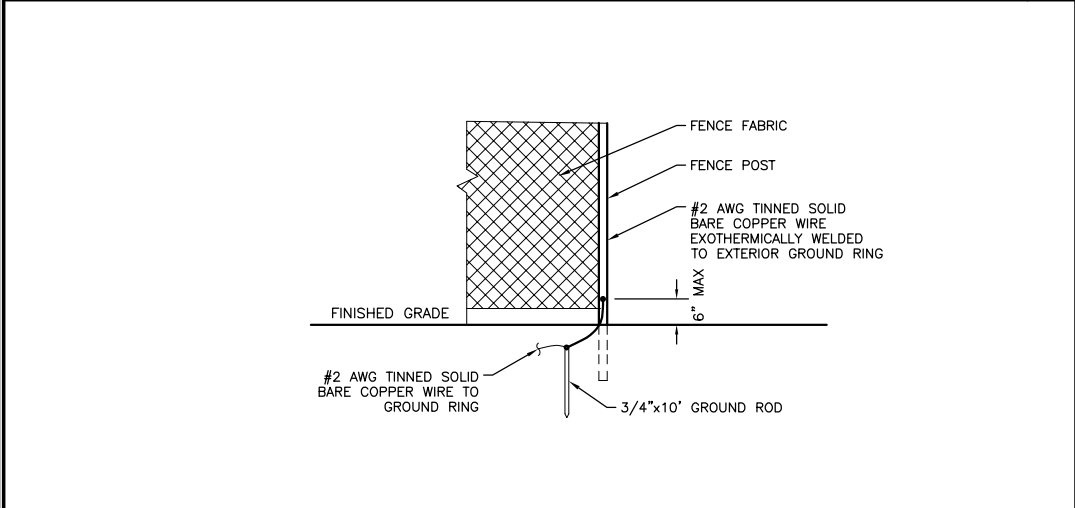
**GROUNDING PLAN
AND NOTES**

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: E-4



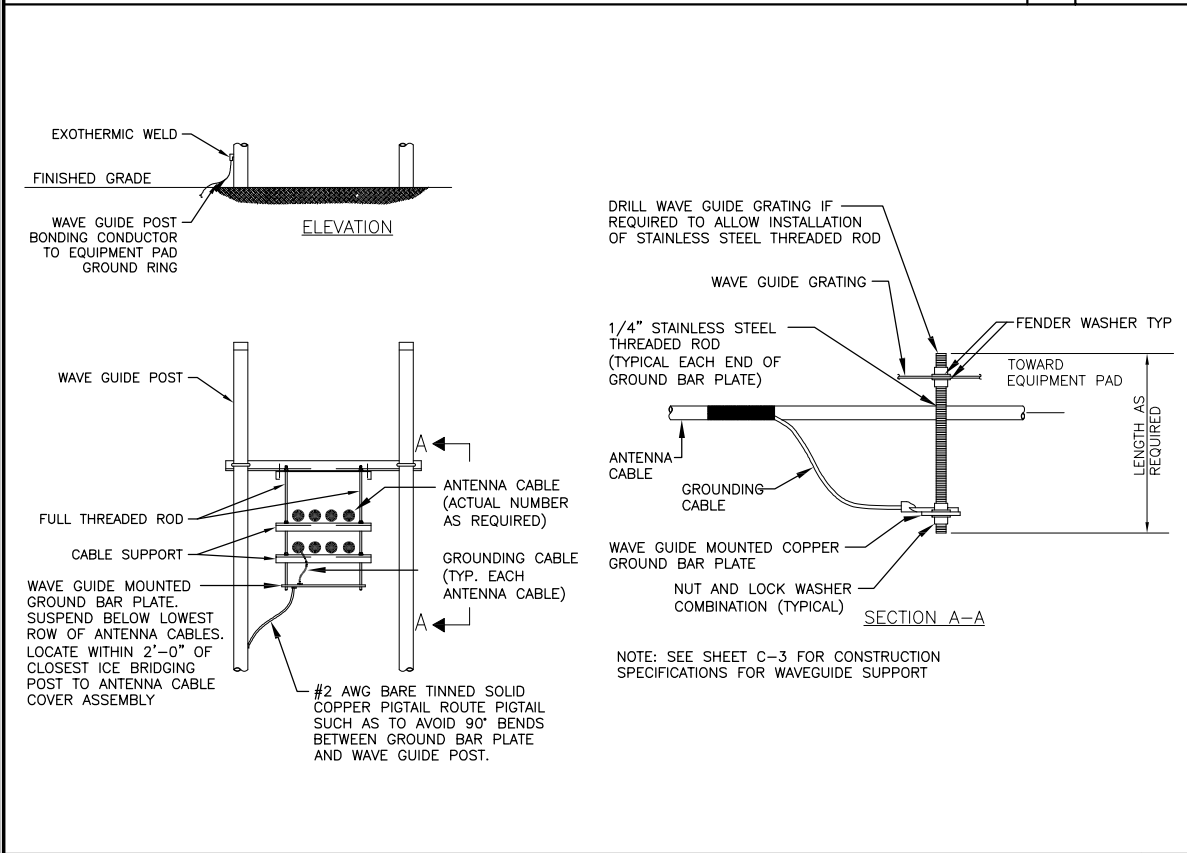
22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

TYPICAL FENCE GROUNDING DETAIL 6



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

TYPICAL FENCE GROUNDING DETAIL 5

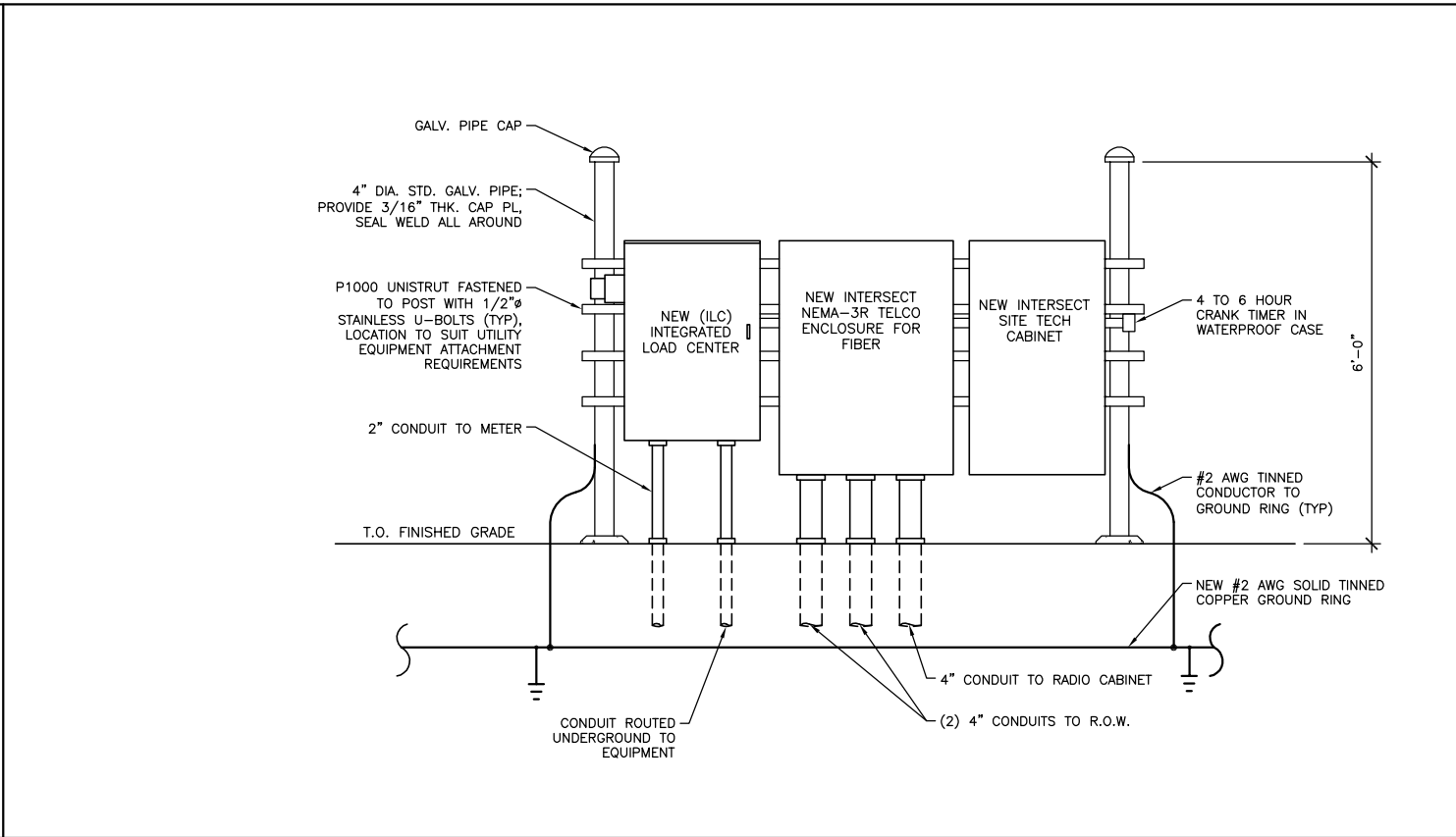


WAVEGUIDE MOUNTED GROUND BAR PLATE INSTALLATION 3

POWER CABINET PANEL SCHEDULE (PANEL PP-1)																			
BUS VA		LOAD	WIRE	GND	COND	AMPS	BUS A B		AMPS	COND	GND	WIRE	LOAD	BUS VA					
A	B						A	B											
		POWER CABINET	#6	#8	2"	40	1		2	60	1"	#10	#6	SURGE ARRESTOR	0				
	2792	RECTIFIERS **					3		4							0			
		POWER CABINET	#6	#8	2"	40	5		6	20	1/2"	#12	#12	TELCO GFI RECEPTACLE	180				
	2792	RECTIFIERS **					7		8	20	1/2"	#12	#12	TELCO CABINET FAN		180			
		POWER CABINET	#6	#8	2"	40	9		10	20	1/2"	#12	#12	EXTERIOR LIGHT	664				
	2792	RECTIFIERS **					11		12	-	-	-	-	SPACE		-			
		POWER CABINET	#6	#8	2"	40	13		14	-	-	-	-	SPACE	-				
	2792	RECTIFIERS **					15		16	-	-	-	-	SPACE		-			
		CHARLES INDUSTRIES PM63912JN1	#3	#8	1-1/2"	100	17		18	-	-	-	-	SPACE	-				
	1210	CABINET AC PANEL					19		20	-	-	-	-	SPACE		-			
		RECEPTACLE INSIDE PDU CABINET **	#10	#10	2"	20	21		22	-	-	-	-	SPACE	-				
	180	RECEPTACLE INSIDE BATTERY CABINET **	#10	#10	2"	20	23		24	-	-	-	-	SPACE		-			
		SPACE	-	-	-	-	25		26	-	-	-	-	SPACE	-				
	-	SPACE	-	-	-	-	27		28	-	-	-	-	SPACE		-			
		SPACE	-	-	-	-	29		30	-	-	-	-	SPACE	-				
	-	SPACE	-	-	-	-	31		32	-	-	-	-	SPACE		-			
		SPACE	-	-	-	-	33		34	-	-	-	-	SPACE	-				
	-	SPACE	-	-	-	-	35		36	-	-	-	-	SPACE		-			
		SPACE	-	-	-	-	37		38	-	-	-	-	SPACE	-				
	-	SPACE	-	-	-	-	39		40	-	-	-	-	SPACE		-			
		SPACE	-	-	-	-	41		42	-	-	-	-	SPACE	-				
A: BUS A		12738	BUS B		13402	CONNECTED VA:		26140		AMPERES: BUS A		112	BUS B		106	TOTAL	109		
VOLTAGE:		<input type="checkbox"/> 120/208		<input checked="" type="checkbox"/> 120/240		<input type="checkbox"/> 277/480		1 PHASE, 3 WIRE		BRANCH POLES		<input type="checkbox"/> 12		<input type="checkbox"/> 18	<input type="checkbox"/> 20	<input type="checkbox"/> 24	<input type="checkbox"/> 30	<input type="checkbox"/> 36	<input checked="" type="checkbox"/> 42
AMPS:		<input type="checkbox"/> 100		<input checked="" type="checkbox"/> 200		<input type="checkbox"/> 400		CABINET:		<input checked="" type="checkbox"/> SURFACE		<input type="checkbox"/> FLUSH							
NEUTRAL BUS		<input checked="" type="checkbox"/> GROUND BUS		<input checked="" type="checkbox"/> HINGED DOOR		<input checked="" type="checkbox"/> KEYED DOOR LATCH		ENCLOSURE TYPE		NEMA-3R									
DEVICES		<input type="checkbox"/> FUSED		<input checked="" type="checkbox"/> CIRCUIT BREAKER															
LUGS ONLY		MAIN		200A		<input checked="" type="checkbox"/> BREAKER		<input type="checkbox"/> FUSED SWITCH											
BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT CURRENT OF MINIMUM 42,000 AMPS SYMMETRICAL.																			
ABLE MANUFACTURER/MODEL: INTERSECT MODEL: D300L																			
P-1 IS INCORPORATED INTO THE INTEGRATED LOAD CENTER (ILC).																			
BREAKER POSITIONS TO BE POPULATED AS SHOWN ABOVE INCLUSIVE CIRCUIT BREAKERS INTENDED FOR OPTIONAL EQUIPMENT. ALL UNUSED BREAKERS TO BE LABELED "SPARE"																			
CIRCUITS ROUTED INSIDE SAME CONDUIT																			

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

PANEL SCHEDULE 4



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

ELECTRICAL EQUIPMENT ELEVATION 1

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFELD CORPORATION. NEITHER MORRISON HERSHFELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

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ROBERT J. LARA
License # 5897
• PLANTATION, FL •
STATE OF OREGON

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REGISTERED ARCHITECT
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No.	Date	Revision

Client:

verizon

Implementation Team:

mcd7

A&E Team:

MORRISON HERSHFELD
600 STEWART ST, SUITE 200
SEATTLE, WA 98101
Tel: 206.268.7370
www.morrisonhershfield.com

Project Info:

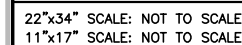
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Drawing Title:

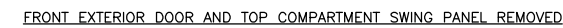
GROUNDING DETAILS AND PANEL SCHEDULE

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No: 3	Sheet No: E-5

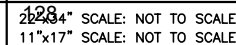
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WAVEGUIDE BRIDGE	2
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POWER TRANSFER INTEGRATED LOAD CENTER DETAIL	3
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GROUND BAR DETAIL	1
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REGISTERED ARCHITECT

ROBERT J.
LARA

License # 5897

• PLANTATION, FL •

STATE OF OREGON

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GROUNDING DETAILS

Project Number: 7160008	Start Date: 01/07/16
Drafter: LW	Designer: SV
Project Manager: RKL	Professional of Record: RL
Revision No:	Sheet No:

3

E-6



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 23, 2018
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: **Resolution No. 2018-07**

Council Goal:

Promote Sustainable Growth and Development

Report in Brief:

This action is the consideration of Resolution No. 2018-07, a resolution authorizing the recording of an amendment to a Deed, recorded on August 18, 1971 in Film Volume 85, Page 1250, Deed and Mortgage Records of Yamhill County.

Background:

In 1971, the City of McMinnville conveyed real property by Deed to Evergreen Helicopters, Inc. The Deed had several deed restrictions that travel with the property, including one that limits the use of the property to the storing, servicing, operating and repairing of helicopters and related equipment.

Discussion:

The Amendment to the Deed amends this restriction to read, "No aircraft (rotor and/or fixed wing) storing, repair, servicing, operating and repairing, or flight instruction is allowed without a through-the-fence agreement approved by the City."

Fiscal Impact:

There is no anticipated fiscal impact with this action.

1. **APPROVE** Resolution No. 2108-07, accepting the McMinnville Urban Renewal Agency Annual Report..
2. **REQUEST** more information.
3. **DO NOT APPROVE** Resolution No. 2018-07.

Recommendation/Suggested Motion:

Staff recommends approving Resolution No. 2018-07.

"I MOVE TO APPROVE RESOLUTION NO. 2018-07."

Attachments:

Resolution No. 2018-07

RESOLUTION NO. 2018 - 07

A Resolution of the City of McMinnville amending a Deed that was recorded on August 18, 1971, in Film Volume 85, Page 1250, Deed and Mortgage Records of Yamhill County.

RECITALS:

In 1971, the City of McMinnville conveyed real property by Deed to Evergreen Helicopters, Inc. that was recorded on August 18, 1971, in Film Volume 85, Page 1250, Deed and Mortgage Records of Yamhill County (Exhibit6 A); and

The Deed had several deed restrictions that travel with the property, including one that limits the use of the property to the storing, servicing, operating and repairing of helicopters and related equipment; and

The City of McMinnville would like to amend the Deed and this restriction to read, "No aircraft (rotor and/or fixed wing) storing, repair, servicing, operating and repairing, or flight instruction is allowed without a through-the-fence agreement approved by the City."

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

1. That the attached (Exhibit B) Amendment of Deed is authorized to be recorded with Yamhill County.
2. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of January, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of January, 2018.

MAYOR

Approved as to form:

CITY ATTORNEY

VOL 85 PAGE 1250

DEED

WHEREAS, the CITY OF McMinnville, a municipal corporation, is the owner of McMinnville Airport and desires to convey to EVERGREEN HELICOPTERS, INC. the tract of land hereinafter described which is a part of said McMinnville Airport; and

WHEREAS, EVERGREEN HELICOPTERS, INC. desires to purchase said real premises and to construct thereon a hanger and office facility for the purpose of storing, servicing, operating and repairing helicopters, (and other aircraft owned by Evergreen Helicopters, Inc.), and related parts and accessories and in which to conduct the business of helicopter service; and

WHEREAS, the CITY OF McMinnville, a municipal corporation and EVERGREEN HELICOPTERS, INC. acknowledge that the conduct of its business by EVERGREEN HELICOPTERS, INC. should be compatible with other use of the McMinnville Airport and in conformity with the rules, regulations and restrictions of the Federal Aviation Administration; now, therefore,

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF McMinnville, a municipal corporation of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto EVERGREEN HELICOPTERS, INC., an Oregon corporation, hereinafter called Grantee, and grantee's successors and assigns, that certain real property situated in the County of Yamhill and State of Oregon, described as follows, to-wit:


Being a part of the John White Donation Land Claim No. 82, Notification No. 1227 in Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; said part being more particularly described as follows:

Beginning at a point on the North line of the John White Donation Land Claim, said line also being the center line of State Highway No. 152 (Three Mile Lane), 3,165 feet Westerly as measured along the centerline from the North East corner of said White D.L.C.; thence Westerly 600 feet along said centerline; thence South parallel to the West line of the City of McMinnville (Airport) tract 756 feet; thence Easterly parallel to the centerline of said Highway 600 feet; thence North parallel to the West line of said City of McMinnville tract 756 feet to the place of beginning, containing 10 acres, more or less.

SAVE AND EXCEPT that portion lying within the boundaries of public roads and/or highways.

To have and to hold the same unto said grantee and its successors and assigns forever, but subject to the following covenants, conditions, restrictions and reservations, namely:

- (1) The grantee covenants and agrees to confine its business operations to the storing, servicing, operating and repairing of helicopters and related equipment, (and other grantee owned aircraft), and to comply with all rules, regulations, limitations and restrictions established by the Federal Aviation Administration in the operation of the McMinnville Airport. The grantee shall

Recorded By
 National Lender Company

not engage in the repairing, servicing and fueling of fixed-wing aircraft and shall not conduct flight training by fixed-wing aircraft except by written permission of the city manager under instruction of the Airport Commission.

- (2) Grantee further covenants and agrees not to construct any building or other structure upon said premises to a height exceeding 100 feet above ground level.
- (3) The grantee covenants and agrees that it shall not install any equipment upon said real premises which would interfere with radio and radar facilities operated by or in connection with the McMinnville Airport, nor install or operate any light, or create any restrictions to visibility which would interfere with the operation of aircraft at the airport.
- (4) In the event of the future sale by the grantee of said real premises, or any part thereof, such sale shall be subject to the grantor's approval and the grantor shall have the first right of refusal to purchase said real premises from the grantee at and for the price fixed by the grantee.
- (5) There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operating on the McMinnville Municipal Airport.

||| The above covenants, conditions, limitations and restrictions shall extend to and include the successors and assigns of the grantee and shall be held to run with and bind the real premises hereby conveyed and all subsequent owners and occupants thereof.

The grantor shall have the right to prevent or stop violation of any of the above covenants, conditions, limitations and restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

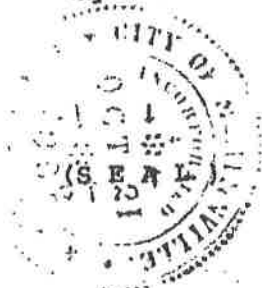
The grantor hereby covenants to and with said grantee and its successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises free from all encumbrances, and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, but subject to the above covenants, conditions, limitations and restrictions.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$25,000.00.

Grantee intends to build and construct upon said real premises an office and hangar building at an estimated cost of \$200,000.00 in accordance with preliminary plans submitted to and approved by the McMinnville Airport Commission, and the grantee agrees to build and construct said facility within three years from the date of this deed. Grantee covenants that the final plans for said facility will generally

conform with the preliminary plans approved by the Airport Commission. The real premises above described are hereby conveyed subject to the condition that if the grantee shall not, within three years from the date of this deed, construct and erect on said land said facilities to cost not less than \$200,000.00, the title to said real premises shall, on the expiration of said period, revert to and become revested in the grantor; provided, the time period in which to construct said facility may be extended by the council of the city after consideration of all circumstances then existing.

IN WITNESS WHEREOF, the City of McMinnville has caused these presents to be executed, and its name to be signed and its corporate seal to be affixed by Norman R. Scott, Mayor and John M. Teague, Recorder, this 18th day of August, 1971, pursuant to Ordinance No. 3584 of said City, passed and approved by the Council and the Mayor on the 3rd day of August, 1971.



CITY OF McMINNVILLE, a municipal corporation of the State of Oregon

By Norman R. Scott, mayor

By John M. Teague, Recorder

STATE OF OREGON)
) ss.
County of Yamhill)

On this 18th day of August, 1971, before me appeared NORMAN R. SCOTT and JOHN M. TEAGUE, both to me personally known, who being first duly sworn, did say that he, the said Norman R. Scott is the Mayor, and he, the said John M. Teague, is the Recorder of the City of McMinnville, the within named municipal corporation, and that the seal affixed to said instrument is the seal of said city, and that said instrument was signed and sealed by authority of Ordinance No. 3584 of said City, and that the same Norman R. Scott and John M. acknowledged to me that said deed was the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.



STATE OF OREGON,
County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1252 of Volume 15 of the Records of Yamhill for said County, on this 18 day of August, A. D. 1971, at 4:16 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
JACK BEELER, County Clerk

By John Beeler Deputy

Joe M. Diner
Notary Public for Oregon
My commission expires: 8-4-72
10458

EXHIBIT B to Resolution No. 2018-07

After recording, return to:
Bendich, Stobaugh & Strong, P.C.
701 Fifth Avenue, Suite 4850
Seattle, WA 98104

AMENDMENT OF DEED

This AMENDMENT OF DEED is made and executed this _____ day of January, 2018 by the City of McMinnville, a municipal corporation (“the City”).

WHEREAS, the City conveyed certain real property situated in the County of Yamhill, State of Oregon, by Deed to Evergreen Helicopters, Inc. recorded on August 18, 1971 in Film Volume 85, Page 1250, Deed and Mortgage Records of Yamhill County.

WHEREAS, the Deed contains a restriction in Paragraph (1) confining the business operations on the property conveyed to the storing, servicing, operating and repairing of helicopters and related equipment (“Deed Restriction”).

WHEREAS, the property described at attached Exhibit A (“the Property”) is now owned by EH Holdings, LLC and the business operations conducted on the property is software publishing. The Deed Restriction applied to The Property.

WHEREAS, the City wishes to amend Paragraph (1) of the said Deed to remove the Deed Restriction to read, “No aircraft (rotor and/or fixed wing) storing, repair, servicing, operating and repairing, or flight instruction is allowed without a through-the-fence agreement approved by the City.”

NOW THEREFORE, for and good valuable consideration, the City agrees as follows:

The Deed is hereby amended to delete the Deed Restriction confining business operations on the Property described at attached Exhibit B to the storing, servicing, operating and repairing of helicopters and related equipment and amend it to not allow any aircraft (rotor and/or fixed wing) storing, repair, servicing, operating and repairing, or flight instruction is allowed without a through-the-fence agreement approved by the City. All other covenants, conditions, restrictions and reservations in the Deed remain in effect.

Dated this _____ day of _____, 2018.

CITY OF MCMINNVILLE, a municipal corporation of the
State of Oregon

By: _____

Its: _____ -

State of Oregon)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2018, by
_____ as _____ on behalf of the City of
McMinnville, an Oregon Municipal Corporation.

Notary Public in and for the State of Oregon
My commission expires: _____

Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

BEGINNING ON THE SOUTH MARGIN OF THREE MILE LANE (STATE HIGHWAY 18 WEST) AT A POINT THAT IS SOUTH 89°45'00" WEST 3169.66 FEET (PREVIOUS DEEDS NORTH 89°45'00" WEST 3165 FEET) AND SOUTH 00°31'00" EAST 101.00' FEET FROM THE NORTHEAST CORNER OF THE JOHN WHITE DONATION LAND CLAIM #52; THENCE SOUTH 89°45'00" WEST 302.54 FEET ALONG THE SOUTH MARGIN OF THREE MILE LANE (STATE HIGHWAY 18 WEST) TO AN IRON ROD AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°04'20" EAST 341.23 FEET TO AN IRON ROD; THENCE SOUTH 40°50'03" WEST 23.44 FEET TO AN IRON ROD; THENCE SOUTH 00°08'29" EAST 237.80 FEET TO AN IRON ROD; THENCE SOUTH 89°37'50" WEST 273.30 FEET TO AN IRON ROD ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED FROM KIT PATRICK JOHNSTON TO KIT P. JOHNSTON AND CARALEE JOHNSTON AND RECORDED IN INSTRUMENT NO. 201519476; THENCE NORTH 00°30'00" WEST 597.27 FEET ALONG SAID WEST LINE TO AN IRON ROD ON THE SOUTH MARGIN OF THREE MILE LANE (STATE HIGHWAY 18 WEST); THENCE NORTH 89°45'00" EAST 292.82 FEET ALONG SOUTH MARGIN TO THE POINT OF BEGINNING, CONTAINING 3.89 ACRES OF LAND, MORE OR LESS, AS SHOWN BY CS-13172.

TOGETHER WITH A 25' WIDE ACCESS AND UTILITIES EASEMENT THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH MARGIN OF THREE MILE LANE (STATE HIGHWAY 18 WEST) AT A POINT THAT IS NORTH 89°45'00" EAST 12.50' FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED 3.89 ACRE TRACT OF LAND; THENCE SOUTH 00°04'20" EAST 307.75 FEET; THENCE SOUTH 40°50'03" WEST 19.09 FEET; THENCE CONTINUING SOUTH 40°50'03" WEST 42.53 FEET; THENCE SOUTH 00°08'29" EAST 242.52 FEET TO THE SOUTH LINE OF SAID ABOVE DESCRIBED TRACT OF LAND AS SHOWN BY CS-13172.

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CITY OF McMinnville
MINUTES OF REGULAR MEETING
of the McMinnville City Council
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, January 9, 2018 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Melissa Grace

Councilors:	<u>Present</u> Remy Drabkin Adam Garvin Kellie Menke, Council President Wendy Stassens (via Phone)	<u>Excused Absence</u> Alan Ruden Ward One Councilor – Vacancy
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Also present were City Attorney David Koch, Planning Director Heather Richards, Parks and Recreation Director Susan Muir, Information Systems Director Scott Burke, Police Chief Matt Scales, and members of the News Media – Dave Adams, KLYC Radio, and Tom Henderson, *News Register*.

AGENDA ITEM

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:09 p.m. and welcomed all in attendance.
2. CONSENT AGENDA
 - a. Consider the Minutes of December 12th, 2017 Dinner and Regular City Council Meetings.

Council President Menke MOVED to adopt the consent agenda as amended – removing Resolution No. 2018-01; SECONDED by Councilor Garvin. Motion PASSED unanimously.

Resolution No. **2018-01**: A Resolution authorizing an extension of the City Janitorial Service Contract.

City Attorney Koch explained that the City contracted with Qualified Rehabilitation Facilities (QRF) vendor Garten Services to provide Janitorial Services at the City's facilities, for an initial term of July 1, 2016 through June 30, 2017. The contract allowed for up to two additional one-year extensions by agreement of the parties. He noted that there are four different Qualified Rehabilitation Facilities Program vendors that provide janitorial services in Yamhill County. Mr. Koch explained that the City has been working with the contractor to improve performance and a City Staff member has been acting as a liaison for the City facilities. He also stated that the City initially agreed on a three month extension with no rate increase. He

explained that the City negotiated a 3.5% increase rather than the contractor's proposed 6.85% rate increase. Mr. Koch added that the City will continue to monitor service levels and address concerns with the contractor.

Councilor Drabkin stated that the summary provided in the Council Packet reflects that the contractor has been underperforming and that they are continuing to underperform. She stated that her concern is with giving a raise with an entity that is failing.

Mr. Koch explained that the 3.5% increase is to cover the increase in the contractor's material and supply costs as well as their costs associated with the minimum wage increase. He stated that the City has been in discussion with Garten over the past year about their service levels. He shared that some departments are happy with the service and others are not.

Discussion ensued regarding what would happen if the resolution to approve the contract was not approved. There was continued discussion regarding costs, a timeline and pathway for improved service as well as the Qualified Rehabilitation Facilities Program.

Councilor Stassens MOVED to adopt Resolution No. 2018-01; authorizing an extension to the City Facilities Janitorial Service Contract; SECONDED by Council President Menke. Motion PASSED 3-1: Councilor Garvin, Yea; Council President Menke, Yea; Councilor Stassens, Yea; Councilor Drabkin, Nay.

3. **ORDINANCE**

3.a. **Second reading of Ordinance No. 5046: An Ordinance amending 3.10.060, Systems Development Charges, Exemptions, of the McMinnville Municipal Code.**

No Councilor present requested that the Ordinance be read in full.

City Attorney Koch read by title only for a second time Ordinance No. 5046.

Councilor Drabkin noted that Staff continues to evaluate changes made in response to looking at affordable housing and they continue to refine recommendations to the Council that not only encourage increased affordable housing but also work for the City while not putting anyone in jeopardy.

Council President Menke MOVED to adopt Ordinance No. 5046 amending 3.10.060, Systems Development Charges, Exemptions, of the McMinnville Municipal Code; SECONDED by Councilor Drabkin. Ordinance No. 5046 PASSED by a unanimous roll-call vote.

Councilor Stassens left the meeting at 7:29 p.m.

4.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Hill invited the public to comment.

Josh Lovett, 3157 Hidden Meadow Drive, shared that there are problems with people living in RVs along Doran Drive. He stated that it is near a school bus stop. Mr. Lovett referred to a Yamhill County Ordinance that speaks to a 72 hour limit and asked if it could be enforced on Doran Drive. He also stated that there are serious parking issues as well and suggested that perhaps parking not be allowed on that side of the street.

Police Chief Scales shared the current laws that may be enforced and noted that Code Enforcement is looking into the concerns.

Margaret Cross, 1102 Russ Lane, shared that people are putting out corn for deer and explained that this is attracting rats to the area.

City Attorney Koch stated that there are nuisance ordinances that may address her concerns.

Nick Robinson, 3190 Lily Lane, spoke about concerns on Doran Drive. He said that semis have been parking on the street causing a safety issue. He noted that it is forcing cars into the middle of the street on the corner. Mr. Robinson stated that the RVs are also parking there. He noted that there are many young children in the area. He also stated that there have been dogs coming into his yard and creating messes. He shared that he has placed no trespassing signs on his property. Mr. Robinson asked to not allow vehicles over eight feet tall to park near the corner and for a no parking zone near the fire hydrant.

Mayor Hill stated that the City will be looking into the concerns and suggested that Mr. Robinson call the Police Department if laws are being broken.

Phil Doran, 3142 NE Doran Drive, stated that he is a business owner on Doran Drive stated that it is difficult for customers to pull in with the semi trucks being parked on the street. He reiterated the squatter issues. He asked why semis were allowed to park on Doran Drive and asked if it was a safety issue. Mr. Doran asked if an ordinance could be passed that would restrict vehicles over eight feet from parking on Doran Drive. Mr. Doran requested that there be a no parking area on Doran Drive.

Police Chief Scales noted that he will look into whether or not the semi-trucks are permitted and address the concerns. He stated that the City will try and identify the owners of the semis.

Councilor Garvin noted that the issue has been discussed and stated that the Municipal Code needs to be revisited and more properly defined to address the concerns presented. He also stated that homelessness is an issue effecting the entire nation. Councilor Garvin shared that the subcommittee of the

Affordable Housing Task Force is also looking at homelessness. He noted that he will not let the issue of the bad actors be ignored.

Discussion ensued regarding parking areas in the City for semis and permitted parking.

City Attorney Koch stated that the City will look into the concerns.

Marshall Crites, 3487 Lily Lane, stated that he hasn't heard any Staff or Council give a time frame for action or a plan. He stated that he would like to hear a time frame of when they can hear an update. Mr. Crites asked for direct steps.

Mayor Hill stated that there will be a report back at the next Council meeting regarding the semi-trucks. He explained that the process takes time.

Councilor Drabkin shared the approach that the Homeless subcommittee has taken is to focus on micro populations of the homeless community. She explained that there are complexities to the issues. She shared that the Committee is doing their homework on solutions. Councilor Drabkin noted the variety of ways that the City is working on the issues.

5. PRESENTATION: Strategic Planning Update

City Manager Jeff Towery stated that the strategic planning consultant team will be in McMinnville next week. There will be a City Council Work Session on February 13th to discuss organizational values. Mr. Towery reviewed the timeline for the strategic planning process.

6. ADVICE/ INFORMATION ITEMS

7.a. Reports from Councilors on Committee and Board Assignments

Councilor Garvin stated that the Downtown Safety Task Force is going well and that they will be checking in at the next City Council Meeting.

Council President Menke stated that she attended a meeting with Jeff Sargent from Yamhill Community Action Partnership and County Commissioner Starrett to discuss how everyone can work together as a team. She noted that although they have facilities, publicity is an issue.

Councilor Drabkin stated that a housing needs analysis will be conducted as a result of a grant received. She mentioned that this will be useful information to the Affordable Housing Task Force. She shared that construction excise taxes be looked at again. Councilor Drabkin stated that the smaller subcommittees of vehicular homeless, sheltering youth, sheltering women, and sheltering veterans have recently met and actions have come out of those subcommittees.

Councilor Drabkin stated she would like to discuss the timing, structures, and efficiencies of the City Council meetings. She proposed that the structure of the meetings become a Work Session followed by a Regular Session. She stated that she sees a negative effect from the dinner meeting because questions that were asked during the dinner meeting do not often get asked again during the regular meetings. She noted that the dinner meetings are irregularly attended by the press and there are often very few citizens present. She stated that there may be transportation and accessibility issues getting to meetings at a later start time. She stated that the timing of the meetings may be difficult for parents of school age children. She suggested there may be some of the same issues for Council and Staff. Councilor Drabkin stated that the Council goals included process improvement and that this is a good time to look at how these meetings look including how they look with public participation. She recommended that the Work Session begins at 5 p.m. and that the Council Session begins at 6 p.m. and include a two-hour limit to the meeting. She felt with the suggested changes, there would not be a need for an additional meeting night per month.

Discussion ensued regarding changing the City Council meeting time.

Councilor Garvin expressed concerns with being able to make a 5 p.m. start time. There was agreement among the Council to use the dinner meetings more efficiently.

Mayor Hill stated that the format of the meetings could be changed. He proposed that the dinner meetings be changed to work sessions where there are opportunities to hear reports from committees. He felt there is a benefit to having the dinner together. Mayor Hill suggested that the Council discuss the changes at the next meeting. Mayor Hill felt that it is important to have special time in work sessions set aside as the City goes through the strategic planning process.

Mayor Hill stated Charles Hillestad dropped off a letter and a Council calendar that contains pictures of McMinnville.

Mayor Hill noted that the Inaugural Mayor's Awards Reception will be taking place on January 30th, 2018 at 4:30 p.m. in Civic Hall.

7.b. Department Head Reports

No reports were presented.

8. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 8:36 p.m.

Melissa Grace, City Recorder



City Recorder Use

Final Action:

☒ Approved ☐ Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: _Les Brebis LLC_

BUSINESS LOCATION ADDRESS: _2803 NE Orchard Ave McMinnville, OR_

LIQUOR LICENSE TYPE: _Winery, 2nd Location_

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: ___9AM to 5PM Monday-Friday___

Entertainment: ___No___

Hours of Music: ___No___

Seating Count: ___No___

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee

City of McMinnville

C404 - Privately Owned

Between 12/01/2017 and 12/31/2017

	Class Code	Permits	Bldgs	Houses	Valuation
		73	33	33	\$558,534
Sub-Totals:		73	33	33	\$558,534
<u>Section I - Residential HouseKeeping Buildings</u>					
One-Family Houses Detached	101	7	7	7	\$1,525,740
Sub-Totals:		7	7	7	\$1,525,740
<u>Section II - New Residential Non-Housekeeping Buildings</u>					
Other Non-HouseKeeping Shelter	214	1	1	0	\$27,054
Sub-Totals:		1	1	0	\$27,054
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	1	0	0	\$8,850
Add or Alter All Other Buildings and Structures	437	2	0	0	\$658,533
Sub-Totals:		3	0	0	\$667,383
<u>Section V - Demolitions</u>					
Demolish One-Family Buildings	645	1	1	1	\$4,500
Sub-Totals:		1	1	1	\$4,500
Grand-Totals:		85	42	41	\$2,783,211

C404 - Publicly Owned

Between 12/01/2017 and 12/31/2017

	Class Code	Bldgs	Houses	Valuation
<u>Section III - New Non-Residential Buildings</u>				
Schools & Other Educational Buildings	326	0	0	\$43,000,000.00
Sub-Totals:		0	0	\$43,000,000.00
<u>Section IV - Additions & Alterations</u>				
Add or Alter All Other Buildings and Structures	437	0	0	\$21,000.00
Sub-Totals:		0	0	\$21,000.00
Grand-Totals:		0	0	\$43,021,000.00

Activity Summary Totals Report

Category: BLDG

Issued: 12/01/2017 - 12/31/2017

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	2	\$20,578.61	\$658,532.80
APUB	2	\$319,079.25	\$43,021,000.00
ASFR	1	\$265.16	\$8,850.00
NOTH	1	\$730.15	\$27,054.00
NSFR	7	\$49,450.10	\$1,525,740.20
BLDMINOR			
FOUN	1	\$3,109.34	\$418,500.00
OTHR	1	\$450.07	\$25,000.00
PATI	1	\$385.65	\$21,000.00
PUB	1	\$289.00	\$15,000.00
WALL	1	\$51.58	\$1,200.00
DEMO			
RES	1	\$1,000.00	\$4,500.00
FLS			
ALRM	4	\$854.42	\$53,844.00
MECH			
COM	2	\$248.64	\$0.00
PUB	2	\$369.60	\$0.00
RES	24	\$1,031.05	\$0.00
MISC			
	9	\$34,195.75	\$0.00
PLUM			
IND	1	\$201.60	\$0.00
PUB	1	\$44.80	\$0.00
RES	23	\$1,397.76	\$0.00
SIGN			
POLE	2	\$497.48	\$23,990.00
Total:	87	\$434,230.01	\$45,804,211.00

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2017 - 12/31/2017

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	4	\$24,251.41	\$857,532.80
AIND	1	\$23,482.18	\$1,819,418.00
APUB	3	\$333,681.49	\$45,321,000.00
ASFR	13	\$10,412.49	\$641,647.17
NAPT	1	\$111,512.01	\$1,251,757.43
NCOM	2	\$29,613.58	\$1,582,782.97
NGAR	2	\$719.46	\$34,989.84
NIND	4	\$92,719.88	\$2,904,680.00
NOTH	1	\$730.15	\$27,054.00
NPUB	1	\$9,260.19	\$200,000.00
NSFR	44	\$396,732.04	\$10,493,333.94
BLDMAJOR			
ACOM	1	\$305.12	\$15,500.00
ASFR	2	\$501.76	\$21,176.10
IND	1	\$490.34	\$30,000.00
NIND	1	\$530.61	\$35,000.00
OTHR	1	\$474.23	\$27,635.00
BLDMINOR			
DECK	2	\$352.52	\$15,500.00
FOUN	3	\$3,687.35	\$448,000.00
OTHR	10	\$1,300.91	\$55,680.00
PATI	4	\$1,011.06	\$50,415.80
PUB	1	\$289.00	\$15,000.00
ROOF	13	\$6,480.93	\$900,603.00
WALL	2	\$147.30	\$4,200.00
DEMO			
COM	3	\$3,574.10	\$55,000.00
IND	1	\$1,310.27	\$30,000.00
RES	3	\$1,172.10	\$15,000.00
FLS			
ALRM	15	\$5,202.78	\$411,808.00
SPRK	8	\$3,349.32	\$288,205.00
SUPP	2	\$178.23	\$6,200.00
MECH			
COM	11	\$1,754.61	\$0.00
PUB	8	\$3,070.90	\$0.00
RES	129	\$5,521.85	\$0.00

Type	# of Permits	Total Fees	Total Valuation
MH			
RES	2	\$7,164.77	\$25,971.84
MISC			
	118	\$163,533.46	\$0.00
PLUM			
COM	8	\$1,138.12	\$4,500.00
IND	3	\$814.50	\$0.00
INS	1	\$44.80	\$0.00
PUB	6	\$985.60	\$0.00
RES	114	\$7,426.72	\$0.00
SIGN			
OTHR	1	\$79.62	\$2,000.00
POLE	6	\$1,556.85	\$77,045.00
Total:	556	\$1,256,564.61	\$67,668,635.89

City of McMinnville - Account Summary Report

For Post Dates 12/01/2017 - 12/31/2017

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$18,387.30
		<hr/>
		\$18,387.30
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$116,301.01
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$6,252.28
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$42,562.87
		<hr/>
		\$165,116.16
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$35,626.35
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$6,718.00
		<hr/>
		\$42,344.35
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$8,996.25
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$978.25
		<hr/>
		\$9,974.50
Total Posted Amount:		\$235,822.31

City of McMinnville - Account Summary Report

For Post Dates **07/01/2017 - 12/31/2017**

For Category: **BLDG**

Fee Items: **1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,**

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$35,354.88
		<hr/>
		\$35,354.88
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$212,668.61
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$120,377.91
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$53,155.95
		<hr/>
		\$386,202.47
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$54,151.45
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$8,964.88
		<hr/>
		\$63,116.33
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$35,055.50
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$2,705.00
		<hr/>
		\$37,760.50
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$430.00
		<hr/>
		\$430.00
	Total Posted Amount:	\$522,864.18

City of McMinnville

Permit Activity Report (List Version)

People Relationship: APPLICANT ,

User Date (DATE_B): 12/01/2017 - 12/31/2017

Activities Included

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
17B0881	FLS	ALRM	12/15/2017	A & E SAFE & ALARM CO	700 NE HIGHWAY 99W	MCMN	(503) 472-6439
17B0858	PLUM	RES	12/12/2017	AARON BAKER CONSTRUCTION LLC	2530 NE JOHNSON ST	MCMN	(503) 550-4692
17B0859	BLDCOMBO	ASFR	12/12/2017	AARON BAKER CONSTRUCTION LLC	1864 NW REGINA CT	MCMN	(503) 550-4692
17B0727	BLDCOMBO	ACOM	10/20/2017	ABUNDANT LIFE UNITED PENTECOSTAL CHURCH	1145 NW WALLACE RD	MCMN	
17B0880	MECH	COM	12/15/2017	ADAMS REFRIGERATED TRAILERS INC	1911 NE BAKER ST	MCMN	(503) 885-0823
17B0726	BLDCOMBO	NSFR	10/19/2017	ALAN RUDEN INC	3818 NE HEMBREE ST	MCMN	(503) 435-2412
17B0767	BLDCOMBO	NSFR	11/03/2017	ALAN RUDEN INC	3658 NE JOEL ST	MCMN	(503) 435-2412
17B0903	PLUM	PUB	12/19/2017	ALLIANT SYSTEMS LLC	575 NW MICHELBOOK LN	MCMN	(503) 619-4000
17B0860	BLDMINOR	FOUN	12/13/2017	ANDISHEH AFGHAN	1240 SW BOOTH BEND RD	MCMN	503-620-3030
17B0894	PLUM	RES	12/18/2017	BLACK ROCK UNDERGROUND LLC	1216 NE 10TH AVE	MCMN	(503) 747-9312
17B0927	PLUM	RES	12/28/2017	BLACKHAWK PLUMBING LLC	1306 NE 4TH ST	MCMN	(503) 538-7900
17B0913	PLUM	RES	12/20/2017	C C MEISEL CO INC			(503) 472-4919
17B0912	PLUM	RES	12/20/2017	C C MEISEL CO INC			(503) 472-4919
17B0911	PLUM	RES	12/20/2017	C C MEISEL CO INC			(503) 472-4919
17B0910	PLUM	RES	12/20/2017	C C MEISEL CO INC			(503) 472-4919
17B0841	BLDMINOR	PUB	12/06/2017	C L ROSE CONSTRUCTION LLC	2045 SW HIGHWAY 18	MCMN	(503) 873-4864
17B0922	MECH	RES	12/22/2017	CCRI INC	4155 NE THREE MILE LN	MCMN	(503) 655-9440
17B0755	BLDCOMBO	NOTH	10/31/2017	CELLAR RIDGE CUSTOM HOMES LLC	1025 NE IRVINE ST	MCMN	(503) 560-2263
17B0867	PLUM	RES	12/13/2017	CITY OF MCMINNVILLE	835 SW FLEISHAUER LN	MCMN	
17B0868	PLUM	RES	12/13/2017	CITY OF MCMINNVILLE	926 SE VILLARD ST	MCMN	
17B0915	MECH	COM	12/20/2017	COMMERCIAL PIPING CO	331 NE BAKER ST	MCMN	(503) 472-4101
17M0249	MISC		12/11/2017	CONSTRUCTION MONITOR			
17M0252	MISC		12/18/2017	CONSTRUCTION MONITOR			
17M0248	MISC		12/04/2017	CONSTRUCTION MONITOR			
17M0253	MISC		12/20/2017	DAN O'BRIEN	1301 NW MICHELBOOK LN	MCMN	
17B0638	BLDCOMBO	APUB	09/19/2017	DOWA-IBI GROUP ARCHITECTS	615 NE 15TH ST	MCMN	503-226-6950
17B0851	MECH	RES	12/07/2017	DR HVAC INC	1512 SW WRIGHT ST	MCMN	(503) 474-9891
17B0836	MECH	RES	12/04/2017	DR HVAC INC	522 NE OSBORNE CT	MCMN	(503) 474-9891
17B0921	MECH	RES	12/22/2017	DRUSE STEPHEN E	639 NW BIRCH ST	MCMN	
17B0901	PLUM	RES	12/18/2017	EMMONS GENERAL CONTRACTING INC	308 NW 19TH ST	MCMN	(503) 648-1242
17B0857	PLUM	RES	12/11/2017	ENCORE HOLDING INC	1630 SE QUEENBOROUGH CT	MCMN	
17B0925	PLUM	RES	12/27/2017	EVERGREEN PLUMBING & MECHANICAL LLC	733 NW MICHELBOOK CT	MCMN	(503) 409-3567

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
17B0838	PLUM	RES	12/05/2017	EVERGREEN PLUMBING & MECHANICAL LLC	1016 NE 2ND ST	MCMN	(503) 409-3567
17B0920	MECH	RES	12/22/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	143 NW 5TH ST	MCMN	(503) 538-1950
17B0879	MECH	RES	12/15/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	4155 NE THREE MILE LN	MCMN	(503) 538-1950
17B0917	MECH	RES	12/21/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	2168 NW WILLAMETTE DR	MCMN	(503) 538-1950
17B0839	MECH	RES	12/06/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	350 NE OREGON ST	MCMN	(503) 538-1950
17B0837	MECH	RES	12/05/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	3213 NE MCDONALD LN	MCMN	(503) 538-1950
17B0834	MECH	RES	12/04/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	233 SE DAVIS ST	MCMN	(503) 538-1950
17B0832	MECH	RES	12/01/2017	FOUR SEASONS HEATING & AIR CONDITIONING INC	2068 NW WILLAMETTE DR	MCMN	(503) 538-1950
17B0843	MECH	PUB	12/06/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	535 NE 5TH ST	MCMN	(503) 472-6597
17B0844	MECH	RES	12/06/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	115 NW 25TH ST	MCMN	(503) 472-6597
17B0845	MECH	RES	12/06/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1797 SW SONGBIRD ST	MCMN	(503) 472-6597
17B0853	MECH	RES	12/08/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1509 NE 10TH AVE	MCMN	(503) 472-6597
17B0856	MECH	RES	12/11/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	975 SW ORIOLE ST	MCMN	(503) 472-6597
17B0842	MECH	PUB	12/06/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	2060 NE LAFAYETTE AVE	MCMN	(503) 472-6597
17B0888	MECH	RES	12/18/2017	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1116 NW SPRINGWOOD LN	MCMN	(503) 472-6597
17B0871	MECH	RES	12/13/2017	GENERAL FURNACE & AIR CONDITIONING LLC	1396 NW MEADOWS DR	MCMN	(503) 557-2220
17B0918	MECH	RES	12/21/2017	GENERAL FURNACE & AIR CONDITIONING LLC	1035 NW CRESTBROOK CT	MCMN	(503) 557-2220
17B0870	MECH	RES	12/13/2017	GENERAL FURNACE & AIR CONDITIONING LLC	1821 SW SONGBIRD ST	MCMN	(503) 557-2220
17B0919	PLUM	RES	12/21/2017	GREEN POINT LANDSCAPING INC	1480 SW WRIGHT ST	MCMN	503-538-1985
17B0791	SIGN	POLE	11/09/2017	HANNAH SIGN SYSTEMS INC	1701 NE HIGHWAY 99W	MCMN	(503) 946-8373
17B0926	MECH	RES	12/28/2017	HOME ENERGY SCIENCES INC	208 SW ECKMAN ST	MCMN	(503) 253-4084
17B0914	PLUM	RES	12/20/2017	HORTON & COMPANY LLC	449 NE LOGAN ST	MCMN	(502) 434-2985
17B0882	PLUM	RES	12/18/2017	HUFF, DARRELL	1255 SW RUSS LN	MCMN	(971) 241-0027
17B0849	BLDCOMBO	APUB	12/07/2017	INTEGRITY BUILDERS INC	621 NE DAVIS ST	MCMN	(503) 472-8013
17B0855	PLUM	RES	12/11/2017	JEREMIAH INC	400 NE KIRBY ST	MCMN	(503) 829-7600
17B0835	MECH	RES	12/04/2017	LUNGER IVAN L (WROS)	1485 NE KERRY CT	MCMN	
17B0905	PLUM	RES	12/19/2017	MANFRIN CONOR J &	616 NW BIRCH ST	MCMN	
17B0874	BLDMINOR	WALL	12/14/2017	MASTERMIND DEVELOPMENTS LLC	2235 NE EVANS ST	MCMN	(503) 625-8686
17B0558	BLDCOMBO	NSFR	08/21/2017	MCMINVILLE AREA HABITAT FOR HUMANITY	158 NE TURNER WAY	MCMN	(503) 472-9637
17B0559	BLDCOMBO	NSFR	08/21/2017	MCMINVILLE AREA HABITAT FOR HUMANITY	154 NE TURNER WAY	MCMN	(503) 472-9637
17B0822	BLDMINOR	PATI	11/28/2017	MICHAEL CHURCH HOMES LLC	1405 SW GOUCHER ST	MCMN	(503) 758-7147
17B0875	FLS	ALRM	12/14/2017	NICE ELECTRIC CO	1384 NE HIGHWAY 99W	MCMN	(503) 434-5802
17B0854	FLS	ALRM	12/08/2017	NORTHWEST SECURITY & AUTOMATION LLC	1270 NE ALPHA DR	MCMN	(503) 472-6306
17B0737	FLS	ALRM	10/26/2017	POINT MONITOR CORP	1330 NE COWLS ST	MCMN	(503) 627-0100
17B0740	BLDCOMBO	NSFR	10/27/2017	PREMIER HOME BUILDERS INC	424 SW MT ST HELENS ST	MCMN	(503) 472-7514
17B0595	BLDCOMBO	NSFR	08/31/2017	PREMIER HOME BUILDERS INC	452 SW MT ST HELENS ST	MCMN	(503) 472-7514
17B0594	BLDCOMBO	NSFR	08/31/2017	PREMIER HOME BUILDERS INC	441 SW MT ST HELENS ST	MCMN	(503) 472-7514
17B0818	DEMO	RES	11/22/2017	R B & R CONTRACTORS INC	1730 SW 2ND ST	MCMN	(503) 434-4399
17B0850	PLUM	IND	12/07/2017	RHODIUM LOAN SERVICING INC	3330 SE THREE MILE LN	MCMN	214-682-1728
17B0930	MECH	RES	12/29/2017	ROTH ZACHRY HEATING INC	2775 NE DAVIS CT	MCMN	(503) 266-1249
17B0679	SIGN	POLE	10/04/2017	RUDNICK ELECTRIC SIGNS LLC	2035 SW HIGHWAY 99W	MCMN	503-263-3600

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
17M0256	MISC		12/21/2017	SHERMAN BENJAMIN	1304 NE 4TH ST	MCMN	
17M0250	MISC		12/13/2017	STAFFORD DEVELOPMENT COMPANY LLC			
17B0605	BLDCOMBO	ACOM	09/06/2017	SULLY, JOHN	1500 SW BAKER ST	MCMN	(971) 241-5321
17M0255	MISC		12/21/2017	ULVANG JAMES	622 NW 10TH ST	MCMN	
17B0840	BLDMINOR	OTHR	12/06/2017	VELOCITEL INC	1065 NE ALPINE AVE	MCMN	(224) 757-0001
17M0251	MISC		12/15/2017	WEST HILLS PROPERTIES, LLC			
17B0864	PLUM	RES	12/13/2017	WEST VALLEY LANDSCAPES INC	3695 NE JOEL ST	MCMN	(503) 991-7078
17B0863	PLUM	RES	12/13/2017	WEST VALLEY LANDSCAPES INC	3623 NE JACOB ST	MCMN	(503) 991-7078
17B0865	PLUM	RES	12/13/2017	WEST VALLEY LANDSCAPES INC	3753 NE JOEL ST	MCMN	(503) 991-7078
17B0866	PLUM	RES	12/13/2017	WEST VALLEY LANDSCAPES INC	3798 NE JOEL ST	MCMN	(503) 991-7078
17B0862	PLUM	RES	12/13/2017	WEST VALLEY LANDSCAPES INC	3609 NE JACOB ST	MCMN	(503) 991-7078
17M0254	MISC		12/21/2017	WHITE CHRISTOPHER A &	303 SW MT RAINIER ST	MCMN	
17B0847	MECH	RES	12/07/2017	WILLAMETTE WOODSTOVES INC	1440 NW SPYGLASS CT	MCMN	(503) 364-6339
17B0924	MECH	RES	12/27/2017	WOLFERS INC	212 SE FORD ST	MCMN	(503) 981-4511

Summary

Number of Permits:	87
Total Valuation:	\$45,804,211.00
Total SQ. Ft:	205764.00
Total Fees:	\$434,230.01
Total Due:	\$0.00