

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**June 28, 2016
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 Board Room. 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."

NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m. This will be a Work Session to hear the presentation from the Police Department's Investigation Team.

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum
- b. Work Session Informational Materials

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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:*

- 1) a topic already on the agenda;*
- 2) a matter in litigation,*
- 3) a quasi judicial land use matter; or,*
- 4) a matter scheduled for public hearing at some future date.*

The Mayor may limit the duration of these comments.

1. CONSENT AGENDA

- a. Consider the Minutes of the March 22, 2016 Joint McMinnville City Council / Water & Light and Regular City Council Meetings
- b. **Resolution No. 2016 - 32:** Declaring the City's election to receive state revenues
- c. **Resolution No. 2016 - 33:** Certifying provision of municipal services by the City of McMinnville as required by ORS 221.760

- d. **Resolution No. 2016 - 34:** Extending the City of McMinnville's workers compensation coverage to volunteers of the City of McMinnville and repealing Resolution No. 2015-30
 - e. **Resolution No. 2016 - 35:** Adopting a new fee schedule for ambulance services provided by the City of McMinnville and repealing Resolution No. 2015-32
 - f. **Resolution No. 2016 - 36:** Providing for and approving a form of contract by and between the City of McMinnville, Oregon and the McMinnville Rural Fire Protection District
 - g. **Resolution No. 2016 - 37:** Appointing McMinnville's Principal Planner as the successor to the current Project Certifying Officer and Environmental Review Certifying Officer for the 2014 City of McMinnville's Housing Rehabilitation Community Development Block Grant (CDBG) project
 - h. **Resolution No. 2016 - 38:** Appointing the Principal Planner as the successor to the current board member Planning Director Doug Montgomery to the Yamhill County Affordable Housing Corporation's (YCAHC) regional Housing Rehabilitation Collaborative and board of directors
 - i. **Resolution No. 2016 - 39:** Renewal of Contract for Medical Director Services with John Heiser, M.D.
 - j. **Resolution No. 2016 - 40:** A Resolution awarding the contract for the NE 5th Street Improvements Project, Project 2015-10.
 - k. **Resolution No. 2016 - 41:** A Resolution approving Task Order No. 3 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.
 - l. **Resolution No. 2016 - 42:** A Resolution approving the acquisition of property from Ninety Degrees, LLC for the 5th Street transportation bond project.
 - m. **Resolution No. 2016 - 43:** Authorizing and Directing the entry into a contract for the provision of janitorial services at various City facilities
 - n. **Resolution No. 2016 - 44:** Adopting a supplemental budget for fiscal year 2015-16 and making supplemental appropriations
 - o. **Resolution No. 2016 - 45:** Making Budgetary transfers for Fiscal year 2015-16
2. PUBLIC HEARING
- a. **7:00 p.m. Public Hearing:** Appeal of Planning Commission decision regarding proposed residential tentative subdivision plan.
3. NEW BUSINESS
- a. Report and Recommendation by Gary Eastlund of Hagan-Hamilton to approve the 2016 - 2017 Property, Liability, Workers Compensation, and Auto Insurance Coverages

4. RESOLUTIONS

- a. **Resolution No. 2016 - 46:** Adopting the budget for the fiscal year beginning July 1, 2016; to make the appropriations; to impose the property taxes; and to categorize the property taxes
- b. **Resolution No. 2016 - 47:** Approving a Personal Services Agreement Between the City of McMinnville and Doug Montgomery
- c. **Resolution No. 2016 - 48:** Authorizing the City Manager to execute the forthcoming grant offer from the FAA relative to the Airport Improvement Project contingent upon the City Attorney's review

5. ADVICE / INFORMATION ITEMS

- a. Reports from Councilors on Committee and Board Assignments
- b. Department Head Reports

6. ADJOURNMENT



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City Manager's Summary Memorandum

BACKGROUND:

Attachments

Summary Memo



DATE: June 22nd, 2016

TO: Mayor and City Council

FROM: Martha Meeker, City Manager

SUBJECT: Agendas for the June 28th McMinnville City Council Work, Regular Sessions and Urban Renewal Agency Meeting

Work Session

Detective Scott Fessler and the Police Investigation Team will present a historical look back at the structure of the Detective Section and provide a snapshot of the trends he and his team are seeing today. Overall, the workload presented is representative of the increased demands on the Police Department as a whole and warrants a closer look into how the City balances workload with appropriate manning as we look to make our police force a more proactive force for our Citizens. As such, the staff recommends a follow on work session in November to discuss required manning levels, funding options to support those manpower levels and any proposed changes to services provided within both the Police Department and within the City.

CONSENT AGENDA

The following items are considered routine and will be enacted by one motion without separate discussion on each item. If a Council member (or a citizen through a Council member) wishes additional time on a particular topic, it will be removed from the Consent Agenda and considered separately.

MINUTES OF THE MARCH 22nd, 2016 DINNER AND REGULAR MEETINGS RESOLUTION

RESOLUTION 2016 – 32 DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

State revenues are apportioned based on a per captia amount and only distributed after a municipality elects to receive them for any given fiscal year through adoption of an ordinance or resolution. These funds include proceeds from cigarette, gas and liquor taxes

RESOLUTION 2016 – 33 CERTIFYING PROVISION OF MUNICIPAL SERVICES BY THE CITY OF MCMINNVILLE AS REQUIRED BY ORS 221.760

Oregon state statute requires cities located within a county that has more than 100,000 inhabitants to certify they provide four or more municipal services in order to qualify to receive revenues from cigarette, gas and liquor taxes.

RESOLUTION 2016 – 34 EXTENDING THE CITY OF MCMINNVILLE'S WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF MCMINNVILLE AND REPEALING RESOLUTION NO. 2015-30

City County Insurance Services requires members pass a resolution to extend workers' compensation insurance coverage to volunteers. There is a modest cost to providing this insurance coverage for volunteers, but it provides protection for the City against liability claims stemming from accidents or injuries arising out of volunteer service.

RESOLUTION 2016 – 35 ADOPTING A NEW FEE SCHEDULE FOR AMBULANCE SERVICES PROVIDED BY THE CITY OF MCMINNVILLE AND REPEALING RESOLUTION NO. 2015-32

The rates below reflect the requested increases over the 2015/16 levels for ambulance service and include a 0.3% increase in the Consumer Price Index for the Portland/Salem Metro Area.

		2015/16	2016/17
Within City	Advanced Life Support	\$1,680	\$1,685
	Basic Life Support	\$1,680	\$1,685
Outside City	Advanced Life Support	\$1,890	\$1,896
	Basic Life Support	\$1,890	\$1,896
	Transfers	\$2,250	\$2,257
	Medical Aid	\$475	\$476
	Mileage	\$23	\$23
	Time Pay Contract Monthly Fee	\$5	\$5
	Waiting Time	\$100	\$100
Within City	Fire Med	\$70	\$70
Outside City	Fire Med	\$90	\$90

RESOLUTION 2016 – 36 PROVIDING FOR AND APPROVING A FORM OF CONTRACT BY AND BETWEEN THE CITY OF MCMINNVILLE, OREGON AND THE MCMINNVILLE RURAL FIRE PROTECTION DISTRICT

The City of McMinnville has historically provided fire services for the McMinnville Rural Fire Protection District and this contract continues that arrangement with the standard, agreed upon 3% annual increase. The contract total is for \$347,316.

RESOLUTION 2016 – 37 APPOINTING MCMINNVILLE'S PRINCIPAL PLANNER AS THE SUCCESSOR TO THE CURRENT PROJECT CERTIFYING OFFICER AND ENVIRONMENTAL REVIEW CERTIFYING OFFICER FOR THE 2014 CITY OF MCMINNVILLE'S HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

The City currently has an open Housing Rehabilitation CDBG project that was awarded in December of 2014, and, as such, the City is required to designate both a Project Certifying Officer and an Environmental Certifying Officer. The designated Project Certifying Officer is responsible for signing required contracts and other documents associated with the grant. The Environmental Certifying Officer is responsible for signing all environmental documents associated with the grant.

RESOLUTION 2016 – 38 APPOINTING THE PRINCIPAL PLANNER AS THE SUCCESSOR TO THE CURRENT BOARD MEMBER PLANNING DIRECTOR DOUGT MONTGOMERY TO THE YAMHILL COUNTY AFFORDABLE HOUSING CORPORATION'S (YCAHC) REGIONAL HOUSING REHABILITATION COLLABORATIVE AND BOARD OF DIRECTORS

The Yamhill County Affordable Housing Corporation (YCAHC) promotes homeownership for low and moderate income citizens by developing, purchasing, selling, conserving and rehabilitating housing located in Yamhill County. YCAHC contracts with the Housing Authority of Yamhill County to operate a revolving loan fund of over \$3 million to provide Housing Rehabilitation loans to low and moderate income homeowners. YCAHC also provides Affordable Housing opportunities by obtaining real estate through a variety of ways and then offering them initially to low to moderate-income families at a discounted affordable price.

RESOLUTION 2016 – 39 RENEWING THE CONTRACT FOR THE FIRE DEPARTMENT PHYSICIAN SPONSOR TO DR. JOHN HEISER

Oregon Revised Statutes Chapter 682 and Oregon Administrative Rules, Chapter 847, Division 35 requires agencies providing Emergency Medical Services to receive professional medical oversight with regard to the clinical operation of emergency medical services. John Heiser MD has successfully been providing these since 2006.

RESOLUTION 2016 – 40 AWARDING THE CONTRACT FOR THE NE 5th STREET IMPROVEMENTS PROJECT

The City opened a request for bids for improvements to NE 5th Street earlier this year with three applicants responding (Haworth Inc, Kodiak Pacific Construction and Westech Construction). The bid from Haworth Inc, in the amount of \$1,927,025, was deemed to be the lowest responsible and responsive bid.

RESOLUTION 2016 – 41 APPROVING TASK ORDER NO. 3 TO THE PERSONAL SERVICES CONTRACT FOR THE DESIGN OF THE 5th STREET AND ALPINE AVE TRANSPORTATION BOND PROJECTS

The City Council awarded the Personal Services Contract for preliminary design services for the 5th Street and Alpine Ave transportation bond measure projects to HDR Engineering, Inc in June 2015. Since that time, the contract has been amended twice and this third task order will complete the final project design as well as provide for construction inspection and engineering services for the 5th Street improvements.

RESOLUTION 2016 – 42 APPROVING THE ACQUISITION OF PROPERTY FROM NINETY DEGREES LLC FOR THE 5TH STREET IMPROVEMENTS TRANSPORTATION BOND PROJECT

In February, 2016 the Council authorized the acquisition of property supporting the 5th Street Transportation Bond Project. Since that time, the City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property from Ninety Degrees, LLC for a sum total of \$700.

RESOLUTION 2016 – 43 AUTHORIZING AND DIRECTING THE ENTRY INTO A CONTRACT FOR THE PROVISION OF JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

Oregon State Statutes mandate public agencies procure certain products and services from a Qualified Rehabilitation Facility employing individuals with qualifying disabilities. Janitorial service is one of these services. While contracts with QRFs are exempt from competitive bidding, the City engaged each company listed on the State of Oregon's website and decided Garten Services out of Salem best fit the City's needs. Note: Mid Valley Rehabilitation was contacted but the scope of the required services was beyond their capacity.

RESOLUTION 2016 – 44 ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2015-2016 AND MAKING SUPPLEMENTAL APPROPRIATIONS

Oregon Local Budget Law allows a local government to prepare a supplemental budget when an unforeseen occurrence or condition occurs. Changes requested are for the Transient Lodging Tax Fund to increase appropriations to allow disbursement of higher than anticipated transient lodging tax revenues, the Telecommunications Fund to allow disbursement of higher than anticipated telecommunication fee revenues and the Airport Maintenance Fund for an unanticipated increase in costs of the rehabilitation of the main Runway 4-22 at the McMinnville Municipal Airport.

RESOLUTION 2016 – 45 MAKING BUDGETARY TRANSFERS FOR FISCAL YEAR 2015 – 2016

The City's July 15th payroll includes hours worked during the last week of the current fiscal year and first week of the next fiscal year (i.e., June 23rd through July 8th). The City's policy has been to record personnel services expenditures for June 23rd through June 30th in the July of the following fiscal year. This resolution looks to pull those expenditures back into the year they were incurred to increase the accuracy of our budget reporting.

In previous years, the City had considered these expenditures to be immaterial and did not record a liability. However, as payroll costs are increasing, the City has now determined that it is appropriate to accrue personnel services costs incurred through June 30th. As a result of the accrual, in several General Fund departments and the Ambulance Fund, actual personnel services expenditures may exceed appropriations for fiscal year 2015-2016. Appropriation transfers are not required in some General Fund departments, the Street Fund, Building Fund, Wastewater Services Fund, and Information Systems & Services Fund, as it appears that savings will be sufficient to offset the accrued personnel services costs in those departments. This resolution transfers appropriations from contingency to Salaries & Wages and Fringe Benefits accounts, as indicated in this resolution, to ensure the City's compliance with Local Budget Law.

REGULAR AGENDA

PUBLIC HEARINGS

Appeal of the Planning Commission's Approval of a Tentative Subdivision Plan

In April, the Planning Commission conducted a public hearing on, and subsequently approved, a twenty lot residential subdivision plan located on SW Redmond Hill Road. The Planning Department has since received an appeal of this decision. The appeal raises a number of issues, including concerns regarding drainage, potential impacts on the appellant's proposed marijuana grow operation adjacent to the subdivision but residing within the County, need for pedestrian improvements, request that adjacent residents be restricted in their use of certain pesticides, request that street dedication occur and the need for wall to prevent view and access to the appellant's property. The applicant also suggests the tentative subdivision plan be modified to move one of the proposed streets such that it parallels and is immediately adjacent to a western property line, thereby creating an increased buffer between the marijuana grow operation and future residents of this subdivision.

PRESENTATIONS

Gary Eastlund: Gary Eastlund of Hagan-Hamilton Insurance has reviewed the market and recommends the City renew its coverages with City-County Insurance Services for property/liability, auto, mechanical breakdown and workers compensation. Rates saw a 16% increase over the prior year for the first three types of coverage while workers compensation saw a 9% increase. He also recommends renewing the City's insurance with Ace Property and Casualty Insurance for our airport liability insurance (no increase).

RESOLUTIONS

Resolution 2016 – 47 Adopting the Budget for the Fiscal Year Beginning July 1, 2016; to make Appropriations; to Impose Property Taxes; and to Categorize Property Taxes

This resolution adopts the budget for the fiscal year beginning July 1, 2016, makes appropriations, imposes property taxes, and categorizes property taxes. The proposed budget totals \$108,664,100 and imposes a tax rate of \$5.02 per \$1,000 of assessed value for general operations and \$1.0879 per \$1,000 for debt servicing of \$2,715,000.

Resolution 2016 – 32 Approving an Employment Agreement between the City of McMinnville and Doug Montgomery

The City's Planning Director, Mr Doug Montgomery, is retiring at the end of June 2016. Since his successor will not be onboard until August 1st, the staff is requesting approval of a contract for his services on behalf of the City's Planning Department during this gap period. The contract period is continued through the end of the calendar year to ensure additional capability during the changeover if needed.

Resolution 2016 – 48 Authorizing the City Manager to Execute a Grant Offer from the FAA Relative to the Airport Improvement Project

As part of the City's upcoming FAA Airport Improvement Program grant application process for the Runway 4-22 Rehabilitation Project, the FAA has asked the City to be able to accept and sign the offer within a week of presentation. In order to meet this timeline, the staff is requesting

the Council provide authorization allowing the City Manager to execute the forthcoming FAA Grant Offer contingent up upon the City Attorney's review of the terms and conditions.

The Grant Application is expected to be in the amount of \$7,725,408 contingent upon FAA approval of an Independent Fee Evaluation of the Construction Services scope of work which is currently in process. This will be the third and final grant for this project using FAA Grants that will cover consulting and construction costs.

URBAN RENEWAL AGENCY

RESOLUTIONS

Resolution 2016 – 4 Adopting the Budget for the Fiscal Year Beginning July 1, 2016

The proposed budget for the Urban Renewal District is \$2,346.72. The District was established in July 2013 to carry out the objectives of the McMinnville Urban Renewal Plan to foster economic growth and revitalization within a 175 acre area including historic downtown and neighboring property to the northeast of the downtown area.

Resolution 2016 – 5 Approving a Personal Services Agreement between the McMinnville Urban Renewal Agency and Doug Montgomery

The City's Planning Director, Mr. Doug Montgomery, is retiring at the end of June 2016. Since his successor will not be onboard until August 1st, the staff is requesting approval to contract his services on behalf of the Urban Renewal Agency during this gap period. The contract period is continued through the end of the calendar year to ensure additional capability during the changeover if needed.



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Work Session Informational Materials

BACKGROUND:

Attachments

Memo from Chief Scales
Memo from Captain Marks
PowerPoint Presentation



McMinnville

Police Department

Matt Scales, Chief of Police • 121 SW Adams St. • McMinnville, Oregon 97128-4997 • (503)434-7307 • Fax (503)434-2335

To: Martha Meeker, City Manager

From: Matt Scales, Chief of Police

Date: June 20, 2016

Reference: Staffing at the Police Department

This staff report is intended to provide the City Manager and City Council some necessary background prior to the June 28th, Investigation Section Presentation during a City Council work session. On June 15th the City Manager requested a read ahead packet for the Council outlining issues with manning of the Police Department over the last decade. Captain Marks has put together a comprehensive comparison of manning numbers, crime stats, case load stats per officer when comparing cities between 20,000 and 40,000 populations.

A historical look back at the police department from 2002 up until present day indicates that while the City has grown by roughly 21%, the police department staffing levels have increased 2%. The overall increase of sworn officers during this same time period (which includes myself and two captains who do not work the road) has increased from 34 sworn to 37 sworn, an increase of 8% over the 14 years.

I know that the sworn officers per thousand can seem somewhat arbitrary in staffing levels. Regardless of how you view it, the numbers are telling. First and foremost it is an accurate reflection of staffing by comparison with cities of like size. You will note in the 2014 FBI charts the City of McMinnville is staffed at rate if 1.10 sworn officers per thousand, while the mean of cities between 20,000 and 40,000 populations is 1.33. This seems like a small number, however when you flesh it out you will see it will take the hiring of roughly 7 sworn officers to simply get us to an average of our comparators.

How has the police department reacted to growing population with resources below our comparators? I have taken a look at back over the last few years to see what the police department has stopped doing in order to keep officers on the road at a safe level. In 2010-11 we mothballed our dedicated traffic safety team, taking the two (2) officers off the motors and placing them on patrol teams. In addition, we pulled one (1) School Resource Officer (SRO) from the middle schools to try and add capacity to our detective section. In February 2015, after promoting a sergeant to captain, I elected to not promote a sergeant position so we did not pull

capacity from the patrol ranks, in short we needed the body. In 2016 we pulled from the backbone of the police department (the patrol section) and moved an officer into the detective ranks causing a reduction in patrol staff capacity. While this provided assistance to the detective section, we lost a front line responder, essentially “robbing Peter to pay Paul”.

We continue to shuffle the deck, with a limited amount of cards. We need our police department to stop being reactionary and start being proactive with regards to programs and trends. Having the ability to have dedicated staff to fill traffic safety positions are crucial to having safe streets for our citizens to drive. Adding back an SRO, would allow the current SRO to focus on the High School, instead of having to deal with the middle schools and elementary schools. The McMinnville High School is one of the largest high schools in the state and needs to have someone who can be there all the time. As you all know, school safety is in the minds and hearts of everyone, and we must provide adequate safety measures in our schools.

We would add capacity to our patrol staff so we would not have to rely on overtime to backfill when officers are injured or unavailable for a multitude of reasons (FMLA, Work Comp, and Light Duty). Being a police officer is dangerous work, and injuries will occur regardless of how safe we are. The police department must be able to maintain flexibility when officers are injured, and we are not. Instead we are in a corner trying to make the best of a tough situation.

Here are some historical averages of officers on FMLA and Workers Comp from 2011 through 2015. On average over this five year period there has been 1,783.5 hours used per year. That is the equivalent of being down roughly one (1) officer per year. In addition, light duty assignments account for missed duty time as well. An officer is on light duty assignment when they have been cleared to return to work, but are not medically stationary to return to full duty. From October 2014 to present, employees have worked 3,470 light duty hours. On average during this 21 month period that is 165 hours a month, or over (1) officer per year. Add the two together and at any given time two (2) officers would be on FMLA, Workers Comp, and/or working a light duty assignment.

In addition, hiring and retention of officers has been difficult. We continue to have high expectations of our employees, and will not sacrifice these expectations in order to fill the uniform. For instance, currently we have two officers in training at the police academy for 16 weeks. When they return from the academy they will be in training a minimum of 19 weeks, with an average number of 21 training weeks. In essence, we’re not realizing a soloed officer for the first 9 months of their employment, and that is *if* they pass the training.

As you go through the material provided by Captain Marks recognize that this information was compiled from the FBI, and that it is an apples to apples look at where MPD compares with others. The end goal for our citizens is that MPD become a proactive police department that is ahead of the curve in terms of services offered, and allows the officers to do exceptional work for the citizens we serve.



McMinnville

Police Department

Matt Scales, Chief of Police • 121 SW Adams St. • McMinnville, OR 97128 • (503)434-7307 • Fax (503)434-2335

Chief Matt Scales
City Manager Martha Meeker

Staff Report – Staffing issues with the McMinnville Police Department

June 20th, 2016

The City Manager asked for data to be collected and organized regarding police department staffing and how it compares to similar sized cities, as well as how it compared historically with the rest of the City of McMinnville (from 2002 to present).

Executive Summary:

We looked at data from several sources including the FBI, the US Census Bureau, and League of Oregon Cities. We also included internal information from budget and annual reports created by department and city personnel.

Historical comparison: The city of McMinnville has increased in population from 27,861 to 33,892 from 2002 to 2015, an increase of 21 percent. During that same time period the staffing for the department has increased from 44.69 to 45.93, an increase of 2%, and sworn officers from 34 to 37, an increase of 8%.

Other Agencies population Comparison: Checking all Oregon Cities between 20,000 and 40,000 populations that also field a police department (excludes Wilsonville); the average number of officers per 1,000 populations is 1.33. Our department is the third lowest with only Keizer and West Linn lower. We currently field 1.10 officers per thousand. Note it will take the hiring of an additional 7 officers to get to the average of our comparators.

Other Agencies Workload Comparison: The average case load of each officer at most similar departments is 93 cases a year. McMinnville's officers handle on average 165 cases a year. This is a uniquely heavy work load and significantly detracts from the ability of our staff to be proactive or even effective in handle the follow-up duties of the department (investigations, extra patrol, traffic, etc). The UCR data for similar cities does not show we are top of the chain, but we are 4th in overall reporting and 5th in violent crime out of the 15 comparative cities. Not overwhelming, but it shows we are busier than average and among the top third or higher. The departments with higher reporting than us are all above or at the average for officers per thousand (Redmond 1.33, Roseburg 1.59, Ashland 1.39, and Klamath Falls 1.69).

Internal Work Product Information:

Detectives - Over the last few years investigations has nearly doubled in cases taken and investigative work. In order to manage the workload we have stopped providing assistance to patrol except on an exceptional basis, we have utilized our annual detective overtime budget in less than half a year even though the detectives have stopped taking patrol coverage shifts, and we are not investigating cases without a clear disclosure or evidence. This last item means that we are not investigating cases involving sexualized children even though this is a common clue that they have may have been sexually abused themselves. This provides two problems as it allows offenders to continue to exploit children until a disclosure is made and it often negates the opportunity to intervene in that child's life before they risk becoming a sexual predator themselves.

Patrol – Over the last few years, patrol officers have seen a large increase in mental health complaints and procedures, are generally running at minimums with overtime staffing used to fill in the coverage gaps, and have recently expressed frustration that they are unable to complete investigations on their cases in a timely manner, leading to less than acceptable service being provided to our citizens. This frustration was expressed in a meeting between the Chief and the association earlier this month. Proactive enforcement (traffic, foot patrols, area checks, FI's etc) have seen a decline over the last few years as our officers are spending a larger percentage of time going from call to call and trying to get their investigations completed in any gaps between calls.

SRO – We currently have only one School resource officer to cover all of McMinnville School District. His time is primarily focused on McMinnville High School. He also assists as he is available with complaints and concerns at the two middle schools. There are enough complaints and issues that this position is unable to spend much time teaching and getting to know the student population (one of the primary goals of the program). Direct law enforcement activity and threat assessment issues are taking the majority of his time and resources. We also lack the police staffing of most comparable school districts making it that much less safe for dealing with and attempting to prevent any active shooter situation. We desperately need to increase this program and the school district has asked in previous years, but we have been so strapped in patrol and detectives, that this has not been an option.

YCINT – About six years ago we had one detective from each major department and OSP and a MPD supervisor for a total of 5 personnel as well as a fairly active crime analyst. Currently we fund one detective as does OSP, YCSO provides a supervisor. In the last few years, the lack of staffing has hurt their ability to actively investigate narcotics tips and complaints and they have mainly focused on potential targets that they could use informants for. This has caused a local and countywide frustration with “neighborhood drug houses” and the crime and issues that become involved in these situations. The complaint at City Council last week about Queenborough drug house and Thompson Park are a fine example.

FMLA and Workers Comp losses:

We compiled information on losses of employee time for Worker's Compensation and FMLA from 2011 to present. They average out to more than 1,783.5 hours per year or the equivalent of almost one (1) full officer a year.

Type in hours	2011	2012	2013	2014	2015
FMLA	661.5	595.0	1,745.5	660.0	1564.5
Worker's Comp	166.0	436.0	2,226.0	147.0	822.0
Total	821.5	1,031.0	3,971.5	707.0	2386.5

Average: **1,783.5 hours a year**

Light Duty Assignment Hours:

From October 2014 to present, our documentation shows employees have been assigned to light duty a total of 3,470 hours. Recognizing this means an officer is not working the road, we have lost on average 165 hours per month in employees assigned to light duty, or the equivalent of *more* than one (1) full officer a year.

Statistical Information:

OREGON

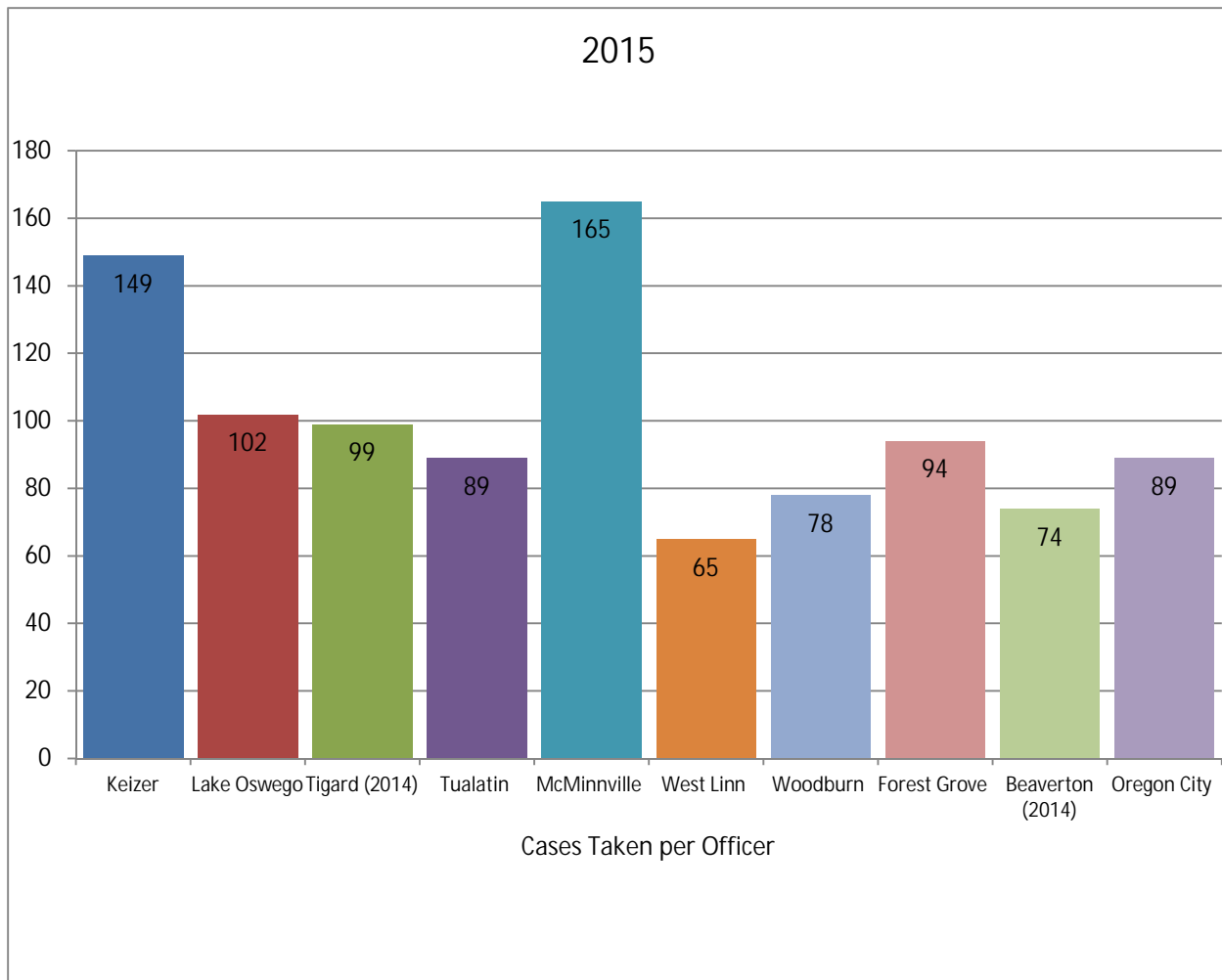
Full-time Law Enforcement Employees

by City, 2014

City	Population	Total agency employees	Total officers	Total civilians	Officers Per thousand of population	UCR - Violent Crime	UCR - Property Crime	UCR - Total
Lake Oswego	37,836	77	43	34	1.14	19	516	535
Keizer	37,189	45	37	8	0.99	65	785	850
Grants Pass	35,192	78	50	28	1.42			
Oregon City	35,112	49	42	7	1.20	30	814	844
McMinnville	33,370	43	37	7	1.10	54	913	967
Redmond	27,733	46	37	9	1.33	88	965	1053
Tualatin	27,079	45	37	8	1.37	28	759	787
West Linn	26,202	30	26	4	0.99	8	252	260
Newberg-Dundee	25,765	49	35	14	1.36			
Woodburn	24,471	42	34	8	1.39	62	662	724
Forest Grove	22,748	34	29	5	1.27	76	651	727

Roseburg	21,986	39	35	4	1.59	53	1250	1303
Klamath Falls	21,290	41	36	5	1.69	69	900	969
Ashland	20,869	37	29	8	1.39	26	1675	1701
Milwaukie	20,562	40	36	4	1.75	51	462	513
Average					1.33	48.38	815.69	864.08

(Source FBI.gov)



Source: agencies contacted within the last month for statistical comparison.

As you will note, McMinnville PD averaged 165 cases taken per sworn officer in 2015, while comparators averaged 93 cases taken per sworn officer in 2015. This is a significant deviation from the average.

Thanks for your consideration and evaluation of this information.

Captain Dennis Marks
McMinnville Police Department

McMinnville Police Department



Detective Section

Current structure of the Detective Section:

(5) Person/Property Crime Detectives

- Det. Bill Christensen
- Det. Hugo Cerda
- Det. Sam Elliott
- Det. Brian McMullen
- Det. Justin James (was added in April, 2016)

(Due to case loads, they primarily work Person Crimes)

(1) Narcotics Detective (assigned to YCINT)

- Det. Adam Dean

(1) Detective Sergeant

Historical Structure/Staffing:

- Up to about mid 2010 – (3) Person/Property Crime Detectives
- In about July 2010 – Added a 4th Detective and the focus became (3) Person Crime Detectives and (1) Property Crime Detective
- Around end of 2012 – Focus shifted away from a dedicated Property Crime Detective and back to (4) Detectives working primarily Person Crimes and occasional significant Property Crimes
- The structure of the Detective Section remained that way up until April of 2016 when a 5th Detective was added
- Over the past two years, the volume of Person Crime cases (in particular, cases involving children) has increased to the point that Detectives are rarely if ever able to take on Property Crimes

Significant Trend Affecting the
Detective Section:

Substantial Increases in Total
Number of Cases Over the
Past 2+ Years

Historical Case Load Information:

- 2010 – Approx. 145 total cases – added a 4th Det. in July
- 2011 – Approx. 191 total cases – Property Crime Detective was able to address several significant Property Crime sprees
- 2012 – Approx. 159 total cases
- 2013 – Approx. 167 total cases - * Only (3) Det's for ~4 months
- 2014 – Approx. 232 total cases - * Only (3) Det's for ~5 months
- 2015 – Approx. 300 total cases - * Only (3) Det's for ~7 months

* Staffing issues on Patrol required reassigning a Detective and/or being unable to fill a vacancy in the Detective Section for an extended period of time

Breakdown of 2015 Detective Cases:

- Two-thirds of cases involved children (<18) – Approx. 200 cases (Child “Victim”, Child “Suspect”, or Other involved)

Cases Involved: Physical Abuse; Sexual Abuse; Drug Exposure; “Sexting”/Exploitation; Child Pornography; Assist Other Agencies (AOA’s); Info Reports; etc.

- Lead Agency for Homicide in the Jail (MCRT) – May
- Lead Agency for YCSO Officer Involved Shooting (MCRT) – July
- Attempted Homicide – Gang related shooting – August

What about the other ~95 cases in 2015?

Breakdown of 2015 Detective Cases (cont):

- Death Investigations (Unattended; Suicide): 17
- Major Assaults / Stabbings / Weapons Offenses: 8
- Adult Sexual Assaults: 8
- Missing Persons: 6
- Robbery (assisted on two YCSO bank robberies): 5
- Arson / Suspicious Fires: 5
- Aggravated Thefts / Felony Thefts: 5
- Elder Abuse (physical, financial, etc): 4
- Prostitution stings: 2
- School Threats: 2
- Fraud: 1

- Other (AOA's, S/W's, Assist Patrol on calls; Drug Offenses, DRE, Info Reports; Community Presentations; etc): ~30

Significant Trend Affecting the Detective Section:

Significant Trend Affecting the Detective Section:

Substantial Increases in Average
Case Load per Detective Over the
Past 2+ Years

Historical Monthly Case Loads per Detective:

- 2010 – (~145) Approx. 3.5 new cases per Detective, per month
- 2011 – (~191) Approx. 4.0 new cases per Detective, per month
- 2012 – (~159) Approx. 3.3 new cases per Detective, per month
- 2013 – (~167) Approx. 3.8 new cases per Detective, per month

Average for 2010-2013 = 3.7 new cases per Detective, per month

- 2014 – (~232) Approx. 5.5 new cases per Detective, per month
(**49% increase** compared to the 2010-2013 average of **3.7**)
- 2015 – (~300) Approx. 7.4 new cases per Detective, per month
(About a **35% increase** compared to 2014 average; and a **100% increase** compared to the 2010-2013 average of **3.7**)

So, what if we would have had . . . ?

(remember 2010-2013 average of 3.7 new cases per Det., per month)

(4) Det's for all of 2014? – Avg new cases per Det., per mo. = 4.8

(5) Det's for all of 2014? – Avg new cases per Det., per mo. = 3.9

(4) Det's for all of 2015? – Avg new cases per Det., per mo. = 6.3

(5) Det's for all of 2015? – Avg new cases per Det., per mo. = 5.0

(6) Det's for all of 2015? – Avg new cases per Det., per mo. = 4.2

(7) Det's for all of 2015? – Avg new cases per Det., per mo. = 3.6

We had only (3) Detectives for 7 months in 2015

Significant Trend Affecting the Detective Section:



Social media usage is so prevalent now that on almost every case in which a Detective collects social media content, they will likely find some sort of corroborating information about the crime they are investigating...

... And in the process, they will likely find information about other criminal acts.

These additional cases have become known as "Spin-Off" cases.

Some Recent Examples of “Spin-Off” cases:

Sep, 2015 – Case: 31 yr old male (S) and a teenage female (V).
Obtained social media content for several subjects = ~70,000 pages.
It took months and hundreds of hours to review the information.
Information points towards ~10 new sex crime cases.

Oct, 2015 – Case: 17 yr old male (S) and 14 yr old female (V).
Obtained social media content for several subjects = ~60,000 pages.
Information points towards at least 2 new sex crime cases.

Feb, 2016 – Case: 15 yr old female sending nude photos online.
Information points towards ~16 new online exploitation cases.

March, 2016 – Case: 12 yr old female sending nude photos online.
Information points towards ~7 new sex crime / exploitation cases.

So What Does All This Mean for the Detective Section Going Forward?

Very simply... It means we can not continue at the pace we have been going with the resources we currently have.

“Personnel resources are at capacity” ... “We’re just tapped out”

Martha Meeker, City Manager; News-Register article, February 2016

In December of 2015, we had to start seriously evaluating and leveraging our available resources to try and start bringing down the on-going monthly case loads to what the historical average has been (~3.7).

That meant some cases would not be able to be investigated (“INACTIVATED” – Unable to Investigate).

Case Stats for December, 2015:

There were about (38) new cases during the month and there were (4) Detectives. That would have equated to an average of ~9.5 new cases per Detective for the month.

To reduce the number of new cases per Detective, about (7) cases had to be "INACTIVATED" and were not assigned for investigation.

That left about (31) cases, which equated to an average of ~7.75 new cases per Detective for the month;

That was still an increase of about 110% when compared to the historical monthly average of 3.7.

What does 2016 look like so far?

January thru April, 2016

Approx. 139 total cases (average of ~35 per month)

10 cases were "INACTIVATED" (not assigned for investigation), and 5 cases were referred back to Patrol for investigation. That left approx. 124 total cases.

Based on the number of Detectives each month, that has equaled an average of 7.0 new cases, per Det., per month for January thru April (~90% above historical avg of 3.7).

We could possibly reach approx. 370 total cases for 2016.

And if all that is not enough to indicate
there is a serious crisis...

Significant Trend Affecting the
Detective Section:

Monthly "Carry-Over"

“Carry-Over” is the difference between the number of cases that come in during a given month, versus the number of cases that are cleared or closed out during that given month.

During a brief review of monthly “Carry-Over” rates for the past year and half (going back to January of 2015), in all but one month we have had more open cases at the end of each month than we started with at the beginning of the month.

This is a NON-WIN-ABLE situation.
At this pace, we will never catch up.

And lastly...

McMinnville Police Department
Strategic Plan
June, 2014

(specifically information collected from the
"Citizen Group" that helped to draft the plan)

With regards to “**Planning Priorities**”:

Members of the citizen group ranked “**Compassion / Empathy / Customer Service**” higher, more times, than any of the other listed planning considerations.

With regards to “**Service Priorities**”:

Members of the citizen group ranked “**Crimes Against Persons**” as their highest service priority (followed immediately by Crimes Against Property and then Behavioral Crimes)

McMinnville PD, 2014 Strategic Plan (cont)

With regards to “**Staffing**”:

79% of the citizen group believed the police department was understaffed.

With regards to “**Customer Concerns**”:

The highest ranked concern of the citizen group was, “**Ensure adequate staffing to meet the needs of the community**”.

On behalf of the
McMinnville Police Department
Detective Section,

Thank you for your time.

(Questions?)



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Consider the Minutes of the March 22, 2016 Joint McMinnville City Council / Water & Light and Regular City Council Meetings

BACKGROUND:

Please see attached minutes

Attachments

March 22, 2016 Minutes

CITY OF McMinnville
MINUTES OF JOINT MEETING of the McMinnville City Council
And the McMinnville Water and Light Commission
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, March 22, 2016 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present

Remy Drabkin Kellie Menke
Scott Hill Alan Ruden
Kevin Jeffries Larry Yoder

Commissioners Present Absent

Mike Keyes Tom Tankersley Patrick Fuchs
 Edward J. Gormley

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Community Development Director Mike Bisset, Finance Director Marcia Baragary, Information Systems Director Scott Burke, Water and Light General Manager Kem Carr, Water and Light Finance Director Mark Carlton, Clerk of the Commission Mary Ann Nolan, Engineering and Operations Manager John Dietz, McMinnville Water & Light Attorney Dave Haugeberg, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 6:08 p.m. and welcomed all in attendance.

POLLING COMMISSION MEMBERS: Clerk of the Commission Nolan polled the members of the Water and Light Commission. It was noted that Commissioner Gormley had been excused from the meeting; it was also noted that Commissioner Fuchs absence was unexcused.

PLEDGE OF ALLEGIANCE: Councilor Drabkin led in the recitation of the Pledge of Allegiance.

AMERESCO PRESENTATION: City Manager Meeker introduced Ameresco Project Development Engineer Michael Pacella. She noted that in November 2015 the City asked Ameresco to complete an energy savings audit of the City's buildings and street lights.

Mr. Pacella explained that Ameresco is one of six energy service companies approved by the State of Oregon. The company performs energy audits to identify available energy

conservation measures. Following the audit, the City has the opportunity to contract with Ameresco to complete any or all of the identified energy upgrades.

Mr. Pacella stated that Ameresco estimates energy usage, cost savings, and maintenance savings. They then evaluate the cost benefits of upgrading the systems, and identify rebates and incentives. He noted that there is a savings potential at the Community Center, Public Works, and the streets and parks lighting. He pointed out that he had also spoken with representatives from McMinnville Water and Light. He said that although he had found general support, the sticking point seemed to be the lack of an LED rate schedule identifying the maintenance and depreciation costs. He encouraged the City and Water and Light to consider an energy savings performance contract (ESPC) because it is an established public procurement process. It has advantages in picking subcontractors and products; shows commitment to sustainability; and mitigates technical and financial risks for the City. He advised that Ameresco is a responsible energy service company (ESCO).

Following Mr. Pacella's presentation the members of both the City Council and the Water and Light Commission thanked him.

Water and Light General Manager Carr led the discussion regarding the costs associated with street lighting. He pointed out that Water and Light's change out policy currently calls for replacing standard street lighting with LED lighting as burned out 100 watt high pressure sodium bulbs are replaced. Following extensive discussion on this topic, City Manager Meeker stated that City staff wanted to let Water and Light know that discussions were taking place regarding an upgrade to LED street lighting. She suggested that this topic be revisited in a year or so after discussions with Water and Light and the McMinnville Downtown Association have occurred. Mayor Olson pointed out that he would like to see a "plan of attack" on this topic and other energy saving projects prior to beginning the next year's budget. Councilor Jeffries and Drabkin were in agreement.

Redundant Water Supply: Water and Light General Manager Carr spoke about the recently completed water rights purchase with International Paper in Albany. He noted that water contracts to the cities of Carlton and Lafayette are in place, along with a redundant water supply.

Councilor Menke stated that she felt it would be very beneficial to have a joint work session with Water and Light to hear more about this project. General Manager Carr agreed. Mayor Olson suggested the work session occur sometime in September. The Work Session could concentrate on water supply, capacity, and long-term planning.

Capital Projects: Engineering and Operations Manager Dietz discussed Water and Light's involvement in the City's transportation bond projects - including the Hill Road project and the 5th and Alpine project. He noted that these projects will require Water and Light to relocate the pole in the island between Adams and Baker Streets and to relocate the line from the Walnut City substation to the intersection at Hill Road. Water and Light will install self-supporting steel poles in this area. They will also install conduit along Alpine Street prior to road improvements in that area. He itemized on-going projects Water and Light is working on with the City - including cable replacement, substation projects and expansions, and the addition of a second transformer. He explained that the Ten-Year Plan includes these and other projects.

Water System: Mr. Dietz outlined current and upcoming water system projects, including the relocation of a 16-inch water main on Hill Road; replacement of pipe on Alpine Avenue; and new 24- and 16-inch steel transmission lines coming from the water treatment plant. He cautioned that in Zone Two - toward the west - with the elevation increases, the amount of water pressure in the pipes will not be sufficient to hold pressure and pumps will need to be installed. He pointed out that Water and Light has several large projects coming within the next 10 to 15 years.

Public Employee Retirement System (PERS): Finance Directors Carlton and Baragary briefed the City Council and Water and Light Commission members on what was occurring with PERS as a result of GASB 68. They explained the pros and cons of separating the actuarial liability and rates of the two entities and also with joining the state and local government rate pool. Joining the pool could smooth the rates between the entities; however, there is the potential for higher rates, initially for biennium 2017 - 2019.

A thorough discussion of the PERS issues took place.

Water and Electricity Rates: General Manager Carr gave a brief update on potential rate increases. Natural gas, solar, and wind energy options were discussed. Mr. Carr noted that current carbon emissions are nearly non-existent. There would be an increase in the carbon footprint if natural gas, solar, and/or wind energy were used. Although solar and wind energy is renewable, they are also less efficient than the hydro system currently in place.

Conclusion: Mr. Carr thanked the City Council for the opportunity to present an update on Water and Light's current projects and activities.

ADJOURNMENT: Mayor Olson adjourned the Water and Light Commission at 8:05 p.m.

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

Tuesday, March 22, 2016 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present

Remy Drabkin Kellie Menke
Scott Hill Alan Ruden
Kevin Jeffries Larry Yoder

Also present were City Manager Martha Meeker, City Attorney David Koch, Finance Director Marcia Baragary, Planning Director Doug Montgomery, Community Development Director Mike Bisset, Information Systems Director Scott Burke, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the Regular Meeting of the City Council to order at 8:09 p.m.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Olson asked for comments from citizens on topics not on the evening's agenda. Wesley Edwards, 1056 SE 1st Street, spoke on behalf of the South Downtown Neighborhood Association. He gave a brief update on the Association's activities and requested that the Association be provided notice of Planning and City development activities.

Mark Davis, 652 SE Washington Street, asked the City Council to be cognizant of light pollution when discussing street and building lighting.

CONSIDER MINUTES: Councilor Menke MOVED to approve the minutes of the December 22, 2015 Joint City Council and Planning Commission Meeting minutes; SECONDED by Councilor Ruden. Motion PASSED unanimously.

2 PROCLAMATION: Arbor Week. Mayor Olson read the Arbor Week proclamation into the record. Planning Director Montgomery stated that this is the 19th year in a row that the City has been recognized as a Tree City, having first been recognized in 1997. He applauded the efforts of Public Works Superintendent David Renshaw and his team and the

Landscape Review Committee. Community Development Director Bisset stated that a great deal of the credit for such a successful program lies in the hands of Planning Director Montgomery who has followed this program from its infancy.

3 RESOLUTIONS

3 a APPROVING TASK ORDER NO. 1 TO THE PERSONAL SERVICES CONTRACT FOR THE DESIGN OF THE OREGON ROUTE 99W AT 2ND STREET SIGNAL REPLACEMENT TRANSPORTATION BOND MEASURE PROJECT: Community Development Director Bisset referenced his memorandum in the Council packet. He explained that the Task Order amends the Personal Services Contract to include level 2 environmental site assessment work for the 99W at 2nd Street project. He advised that the work was not anticipated during development of the original scope of work, but is necessary due to site conditions revealed during the level 1 environmental site assessment work.

Councilor Drabkin MOVED to adopt Resolution No. 2016-13 approving Task Order No. 1 to the Personal Services Contract for the design of the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project; SECONDED by Councilor Ruden. Motion PASSED unanimously.

4 ADVICE / INFORMATION ITEMS

4 a and b COUNCIL AND DEPARTMENT HEAD REPORTS: No Council or Department Reports were heard.

5 EXECUTIVE SESSION: Pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, Mayor Olson called the Executive Session to order at 8:41 p.m.

City Attorney Koch briefed the Council regarding the legal nature of the matter. Following thorough discussion of the topic with the Council, Mr. Koch stated that he had a sense of the direction Council would like to move.

Mayor Olson adjourned the Executive Session at 8:57 p.m.

6 ADJOURNMENT: Mayor Olson adjourned the meeting at 9:00 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 32: Declaring the City's election to receive state revenues

BACKGROUND:

Please see attached resolution.

Attachments

Rev Share Resolution

RESOLUTION NO. 2016 - 32

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

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

1. Pursuant to ORS 221.770, the City hereby elects to receive state shared revenues for fiscal year 2016 – 2017.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

I certify that a public hearing before the Budget Committee was held on May 18, 2016 and a public hearing before the City Council was held on June 14 2016, giving citizens an opportunity to comment on use of State Revenue Sharing.

CITY RECORDER



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 33: Certifying provision of municipal services by the City of McMinnville as required by ORS 221.760

BACKGROUND:

Please see attached resolution.

Attachments

Rev Shar Resolution

RESOLUTION NO. 2015 - 33

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

RECITALS:

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

The services to be considered are:

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

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

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

1. The City certifies that it provides the following municipal services as enumerated in ORS 221.760(1):
 - 1) Police protection—Yes
 - 2) Fire protection—Yes
 - 3) Street construction, maintenance, lighting—McMinnville Water and Light provides lighting
 - 4) Sanitary sewer—Yes
 - 5) Storm sewer—Yes
 - 6) Planning, zoning, subdivision control—Yes
2. This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 34: Extending the City of McMinnville's workers compensation coverage to volunteers of the City of McMinnville and repealing Resolution No. 2015-30

BACKGROUND:

Attachments

Vol Work Comp Resolution

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

RECITALS:

The City of McMinnville's insurance provider is CityCounty Insurance Services (CIS). CIS provides coverage to City volunteers under certain circumstances. Adoption of a resolution setting out the information below is a prerequisite to coverage.

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

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

1. Public safety volunteers

An assumed monthly wage of \$1600 per month will be used for public safety volunteers in the following volunteer positions:

Police reserve

Firefighter

Police Citizen Emergency Response Team members

2. Police and Fire non-public safety volunteers

The assumed monthly wage for the following Police and Fire volunteers is as specified for each:

Parking and code enforcement - \$800 per month

Police chaplains – minimum wage

Fire and Life Safety – minimum wage

3. Volunteer boards, commissions and councils for the performance of administrative duties.

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are specified on Attachment A, attached to and incorporated into this Resolution by this reference.

4. Non-public safety volunteers

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed.

- Parks and Recreation, including Kids on the Block (KOB)
- Senior Center
- Public Works
- Library
- Park Watch

5. Public Events

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation:

- Mayor's Charity Ball
- Annual triathlon
- City sponsored community events

6. Community Service Volunteers/Inmates

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by McMinnville Municipal Court.

Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

7. Other volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work:

- a. City provides advance written notice to CIS underwriting requesting the coverage,
- b. CIS approves the coverage and date of coverage, and
- c. CIS provides written confirmation of coverage.

8. Rosters

The City will maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and will make the rosters available at the time of a claim or audit to verify coverage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 35: Adopting a new fee schedule for ambulance services provided by the City of McMinnville and repealing Resolution No. 2015-32

BACKGROUND:

Please see attached resolution and contract

Attachments

Amb Rate Resolution

RESOLUTION NO. 2016 - 35

A Resolution adopting a new fee schedule for ambulance services provided by the City of McMinnville and repealing Resolution No. 2015-32

RECITALS:

Generally, it has been the City's policy to increase ambulance rates each year by the amount of the Consumer Price Index (CPI) increase for the Portland-Salem metro area. This aligns rates with the increase in the cost of providing ambulance services. Also, raising rates each year helps avoid the need to impose significant rate increases to "catch up" for years when ambulance rates were not increased. The CPI increase for ambulance rates which is applicable to the 2016 – 2017 fiscal year is 0.3 percent.

In addition, reimbursements from the state and federal government for ambulance services provided by the City continue to be substantially less than the cost of providing ambulance services.

Therefore, it is appropriate to raise rates for ambulance services to enable the City to meet the requirements for providing emergency ambulance services for the City's Ambulance Service Area (ASA) and to minimize General Fund support of the ambulance service.

The following emergency ambulance service fee schedule is submitted for adoption.

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

1. The fee schedule for ambulance service shall be as follows:

Base rate for each call:

<u>Within City:</u>	Advance life support	\$1,685.00
	Basic life support	\$1,685.00

<u>Outside City:</u>	Advance life support	\$1,896.00
	Basic life support	\$1,896.00

<u>Transfers:</u>	Specialty Care Transport	\$2,257.00
-------------------	--------------------------	------------

<u>Medical Aid:</u>		\$ 476.00
---------------------	--	-----------

<u>Mileage:</u>		\$ 23.00
-----------------	--	----------

<u>Time Pay Contract Monthly Fee:</u>		\$5.00
---------------------------------------	--	--------

Waiting Time: \$100 per hour or fraction thereof.

All medications and nonreusable supplies are included in base rate.

2. The fee schedule for Fire Med subscriptions shall be as follows:

Within City: \$70 per family

Outside City: \$90 per family

3. Resolution No. 2015-32 is hereby repealed in its entirety.

4. This Resolution shall take effect July 1, 2016, 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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 36: Providing for and approving a form of contract by and between the City of McMinnville, Oregon and the McMinnville Rural Fire Protection District

BACKGROUND:

Please see attached resolution and contract

Attachments

MRFPD Resolution
Agreement

RESOLUTION NO. 2016 - 36

A Resolution providing for and approving a form of contract by and between the City of McMinnville, Oregon and the McMinnville Rural Fire Protection District.

RECITALS:

The present contract between the City of McMinnville and the McMinnville Rural Fire Protection District (MRFPD) expires June 30, 2016, and it is necessary that a new contract be executed. The new contract will be in full force and effect for a period up to and including June 30, 2017.

The City of McMinnville and the McMinnville Rural Fire Protection District have mutually agreed to the renewal of the fire protection service contract. The passage of the local option levy has allowed the District to increase the contractual amount by three percent.

The City of McMinnville has the necessary equipment to furnish rural fire protection to the area surrounding and adjacent to the City.

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

1. That a contract prepared by the City Attorney, and submitted to the Council of the City of McMinnville on the 28th day of June 2016, be entered into by and between the City of McMinnville and the McMinnville Rural Fire Protection District for the period July 1, 2016 through June 30, 2017. The contract provides that the City shall furnish fire protection to the District and the inhabitants of the District. The contract, in the amount of \$347,316.00, is hereby approved and accepted as submitted. Payment shall be made as follows:

\$173,658.00 by December 15, 2016

\$ 86,829.00 by March 15, 2017

\$ 86,829.00 by June 15, 2017

2. The Mayor is hereby authorized and directed to execute the contract in duplicate and to deliver one executed copy thereof to the McMinnville Rural Fire Protection District and to retain one executed copy thereof to be kept on file in the office of the City Recorder.
3. This Resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this ___ day of June, 2016, by and between the CITY OF MCMINNVILLE, an Oregon municipal corporation, hereinafter referred to as “CITY”, and the MCMINNVILLE RURAL FIRE PROTECTION DISTRICT (MRFPD), an Oregon municipal corporation, hereinafter referred to as “DISTRICT”, the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

1. **Term:** The term of this Agreement is one (1) year, beginning on the 1st day of July, 2016 and ending on the 30th day of June, 2017.
2. **Scope of Services:**
 - A. The CITY agrees to provide fire protection throughout the DISTRICT, as required. In providing fire protection throughout the DISTRICT, the CITY, through its Fire Department, shall:
 1. Provide fire suppression throughout the DISTRICT.
 2. Provide the use of available pumpers, tenders and ladder equipment, and all other necessary equipment, as well as sufficient personnel to operate said apparatus, subject to the condition that reasonably sufficient apparatus and personnel shall remain within the CITY to assure adequate fire protection to the CITY. If the demands of the DISTRICT exceed the available apparatus and personnel which the CITY can provide, the CITY agrees to invoke then current mutual aid agreements as may be necessary to supplement the CITY’S apparatus and personnel.
 3. Review building and construction plans within the DISTRICT.
 - a. Request that Yamhill County submit all plans for new developments/construction in the DISTRICT requiring a “fire-and-life-safety” plan check to CITY for review. Plans will be reviewed for fire access, fire-flow, built-in-fire protection, road grades, and other fire code issues.
 - b. Perform field inspections to ensure new development and construction is accomplished in accordance with reviewed plans as regards those items listed in (3)(a) above.
 4. Investigate all fires within the DISTRICT to determine cause.
 5. Initiate and sustain a program of study, reasonably calculated to result in the formulation and necessary revision of operating procedures necessary to maintain a high level of fire protection within the DISTRICT.
 6. Review and propose fire codes and ordinances for adoption by the DISTRICT.

7. Investigate all fire code complaints; perform on-site inspection to determine validity of complaint.
8. Perform inspections as required by a priority plan adopted by the DISTRICT and agreed to by the CITY. Conduct home fire-safety inspections upon request.
9. Enforce codes, ordinances, and regulations.
10. Maintain, for the DISTRICT, adequate records of activity as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
11. Participate in mutual aid agreements with the fire protection districts which are contiguous with the MRFPD and establish and maintain an automatic aid agreement in areas in which service might be improved by such an agreement, so long as it is in the best interests of all parties to do so.
12. Subject to the provisions of Section 2A of this agreement, the CITY shall maintain and operate an adequate fire protection service in the DISTRICT. CITY shall use due diligence to maintain continuous and uninterrupted service. Under no circumstances is the CITY liable to the DISTRICT for interruption or failure of service caused by acts of nature, unavoidable accident, or other circumstances beyond the control of the CITY through no fault of its own.
13. The CITY shall operate the fire protection program authorized by this Agreement twenty-four (24) hours per day, seven (7) days per week.
14. The CITY shall take all reasonable steps to maintain all of its trucks, equipment and the entire system in a good state of repair, and shall at all times conduct its operation under this Agreement in a safe and professional manner so as not to present a danger to the public or DISTRICT.
15. The CITY shall consider the needs of the DISTRICT when designing and purchasing fire apparatus, with specific regard to hill climbing ability, maneuverability, foam production and compatibility with rural fire applications.
16. The DISTRICT shall have the right to use the CITY Fire Department conference room for the DISTRICT'S regularly scheduled meetings, as well as specially scheduled meetings, given sufficient advance notice.
17. The CITY shall assist the Board of the DISTRICT in recommending the site for and development of future station needs as may be required in the DISTRICT.
18. The CITY shall provide public education as follows:
 - a. Conduct a Fire Prevention Open House each October, with announcement flyers sent to all students in all schools in the MRFPD area, including private schools.
 - b. Solicit opportunities to give fire safety education programs to all DISTRICT neighborhood associations on an annual basis.
 - c. Mail out one newsletter per year to all rural district residents with pertinent fire safety information.

19. The CITY shall provide fire suppression training and provide for fire suppression preparedness as follows;
 - a. Equip all operations personnel with wild land fire fighting apparel.
 - b. Conduct training for all personnel in wild land fire behavior and urban/forest interface strategy and tactics prior to fire season.
 - c. Identify locations throughout the DISTRICT where water supply might be established or improved.
 - d. Train on rural water supply operations, with surrounding rural districts, to reduce turnaround time and improve water supply procedures in rural area.
 - e. Maintain a supply of forestry type fire suppression foam.
 - f. Develop a countywide major fire event plan to be implemented as a component of the City's and County's disaster plan.
 - g. Maintain nominal staffing (call back) and situation status management plan to ensure adequate fire defense resources in the event of simultaneous responses which may deplete on-duty resources.

 - B. The DISTRICT agrees that the CITY shall not be required to duplicate those efforts or services regularly provided by other governmental agencies; nor shall the CITY be required to provide any services which are, by law, reserved for another government agency.
 - C. The CITY agrees to provide the DISTRICT with regular reports based on the fire protection services provided in Section 2A (see above) of this Agreement. Also, a copy of the annual audit of the City of McMinnville shall be provided to the DISTRICT. The DISTRICT agrees to provide a copy of the annual audit of the DISTRICT to the CITY.
 - D. The CITY shall keep the DISTRICT informed of all new developments, issues or concerns affecting the fire operations of the CITY as they may relate to the DISTRICT. The CITY shall endeavor to notify the DISTRICT in advance of any public announcement concerning this Agreement that is to be made. The DISTRICT shall endeavor to notify the CITY of any developments or uses concerning the Agreement in advance of any public announcement on the subject.
 - E. At all times during the term of this Agreement, the CITY and DISTRICT shall comply with all applicable laws, ordinances, rules and regulations of the United States of America and the State of Oregon, including all agencies and subdivisions thereof.
3. **Compensation:** The DISTRICT agrees to pay the CITY during the term of this Agreement the sum of \$ 347,316 for fire protection during fiscal year 2016-2017.
- A. The CITY and DISTRICT shall retain the right to renegotiate the service level and/or service cost as of the 30th day of June, 2017, by giving 180 days' prior written notice to the other party (see Sections 4 and 5).

B. The DISTRICT agrees to make payments to the CITY according to the following schedule unless these funds are not made available by the county tax collector.

<u>Payment #</u>	<u>Due Date</u>	<u>Amount</u>
1	Dec. 15	\$ 173,658
2	Mar. 15	\$ 86,829
3	June 15	\$ 86,829

- C. The DISTRICT agrees that it will levy taxes during the term of this Agreement sufficient to provide the payments required to be made to the CITY during this Agreement.
- D. It is understood and agreed by the parties that no director, officer or other representative of the DISTRICT shall be individually liable for any payments due to the CITY.
- E. If, as a result of the tax limitation, the CITY is unable to provide the level of service described in Section 2 above, or the DISTRICT is unable to pay for the current level of services, then the parties agree to renegotiate in good faith the amount of compensation to be paid to the CITY for the services provided.

- 4. **Future Fee Increases:** The CITY and DISTRICT agree that the fee for each future year will be increased three percent per annum. The parties agree to enter into negotiations regarding a change in the three percent increase or any other change in the fee when requested by either party so long as said request to negotiate is given not less than 180 days prior to the expiration of the Agreement. In the event negotiations have not been completed by June 30, 2017, the CITY may decline to provide the services described in Section 2 of this Agreement.
- 5. **Renegotiation/Termination/Renewal:** This Agreement shall be renewed unless CITY or DISTRICT gives written notice to the other party 180 days prior to the expiration of this Agreement, informing the other party that the notice-giving party wishes to renegotiate the terms of the Agreement or to terminate the Agreement.
 - A. If notification of the intent to renegotiate this Agreement has been given, the parties agree that, prior to June 30, 2017, they will negotiate in good faith concerning the terms of this Agreement.
 - B. If the DISTRICT has notified the CITY of its intent to renegotiate this Agreement and a successful renegotiation has not been completed before June 30, 2017, this Agreement shall be automatically extended for 90 days to allow continuing negotiations. This Agreement may be extended further by mutual agreement for additional increments of up to 90 days each.
 - C. If notification of the intent to terminate this Agreement has been given, the Agreement shall terminate on the 30th day of June 2017. If both parties

agree in writing, a termination pursuant to this section may be effective at an earlier date.

6. **Rules of Construction/Interpretation:**

- A. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
 2. Time is of the essence of this Agreement. Neither the CITY nor the DISTRICT shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
 3. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
- B. All notices, reports or demands required to be given in writing under this Agreement shall be deemed to be given a) when delivered personally to the person designated below, or b) when three (3) days have elapsed after it is deposited in the United States mail in a sealed envelope, registered or certified mail, postage prepaid, or c) on the next business day when sent by express mail, all addressed to the party to whom the notice is being given:
- Fire Chief Rich Leipfert,
City of McMinnville,
175 NE First St,
McMinnville, Oregon 97128
- Steve Leonard
Chairman, McMinnville Rural Fire Protection District,
175 NE First St,
McMinnville, Oregon 97128
- C. Neither the CITY nor the DISTRICT shall be relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of the other party to enforce prompt compliance.
- D. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- E. For purposes of determining time of performance, time shall be computed so as to exclude the first and include the last day of the prescribed period of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, the next working day shall be construed to be the last day of the prescribed period.

F. None of the provisions of this Agreement shall be construed to create in the DISTRICT any right, interest or ownership in any real or personal property used by the CITY for the performance of this Agreement.

7. **Hold Harmless:** The parties agree that neither the CITY nor any of the CITY'S officers, agents, representatives, employees or volunteers shall be liable to the DISTRICT, or any owner within the DISTRICT, or any other person, for any claim for injury or damage or any loss or expense growing out of or resulting directly or indirectly from the performance of this Agreement, including but not limited to, a claim for alleged failure to provide fire fighting or fire protection apparatus or services, or for court costs and attorneys' fees (including an appeal filed in connection with any legal proceedings arising out of this Agreement).
8. **Discrimination:** The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation or source of income in the performance of this Agreement.
9. **Waiver of Breach:** A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of McMinnville
an Oregon Municipal
Corporation

McMinnville Rural Fire
Protection District, an
Oregon Municipal Corporation

By: _____
Rick Olson, Mayor

By: _____
Steve Leonard, Chairman

Date: _____

Date: _____

Approved as to form:

David Koch, City Attorney



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 37: Appointing McMinnville's Principal Planner as the successor to the current Project Certifying Officer and Environmental Review Certifying Officer for the 2014 City of McMinnville's Housing Rehabilitation Community Development Block Grant (CDBG) project

BACKGROUND:

Please see attached resolution

Attachments

CDBG Officer Resolution

RESOLUTION NO. 2016 - 37

A Resolution appointing McMinnville's Principal Planner as the successor to the current Project Certifying Officer and Environmental Review Certifying Officer for the 2014 City of McMinnville's Housing Rehabilitation Community Development Block Grant (CDBG) project.

RECITALS:

The City of McMinnville currently has an open Housing Rehabilitation CDBG project that was awarded in December of 2014, and the city is required to designate both a Project Certifying Officer and an Environmental Certifying Officer. The designated Project Certifying Officer is responsible for signing required contract and other documents associated with the grant. The Environmental Certifying Officer is responsible for signing all environmental documents associated with the grant.

The current Project and Environmental Certifying Officer for this grant is retiring from service to the City of McMinnville. To fill this vacancy, the City Council wishes to appoint its Principal Planner, Ron Pomeroy, as the successor to these positions.

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

1. The City Council hereby appoints Principal Planner Ron Pomeroy as the Project Certifying Officer and the Environmental Certifying Officer for the 2014 McMinnville Housing Rehabilitation Grant Project.

EFFECTIVE DATE

The effective date of this Resolution shall be July 1, 2016.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 38: Appointing the Principal Planner as the successor to the current board member Planning Director Doug Montgomery to the Yamhill County Affordable Housing Corporation's (YCAHC) regional Housing Rehabilitation Collaborative and board of directors

BACKGROUND:

Please see attached resolution

Attachments

YCAHC Board Resolution

RESOLUTION NO. 2016 - 38

A Resolution supporting the City of McMinnville's ongoing participation as a member of the Yamhill County Affordable Housing Corporation's (YCAHC) regional Housing Rehabilitation Collaborative and board of directors, and to appoint the Principal Planner as the successor to the current board member Planning Director Doug Montgomery.

RECITALS:

The Yamhill County Housing Rehabilitation program and the resulting county wide regional collaborative began in 1980 with its first Housing Rehabilitation Community Development Block Grant (CDBG) award.

The City of McMinnville has participated in the YCAHC Board since 1991 when the city received its first Housing Rehabilitation CDBG award.

The program continues to assist homeowner's county wide with the revolving loan fund that has resulted from past CDBG awards. This revolving fund currently has almost \$4,000,000.00 in receivables that are loaned back out to families for Housing Rehabilitation or other programs specifically focused on sustaining affordable housing in our region.

The YCAHC Board makes all final decisions regarding the expenditures and use of these revolving loan funds.

Formal appointment of the YCAHC board member by the City Council is required.

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

1. The City of McMinnville continues to support efforts to achieve affordable housing solutions for all of its residents.
2. The City of McMinnville supports the efforts of the YCAHC programs and wishes to continue participating in the regional collaborative.
3. The City Council hereby appoints Principal Planner Ron Pomeroy to succeed current board member Planning Director Doug Montgomery as the member of the YCAHC Board representing the City of McMinnville.

EFFECTIVE DATE

The effective date of this Resolution shall be July 1, 2016.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject: Renewal of Medical Director Contract

Submitted For: Rich Leipfert, Fire Chief

From: Rich Leipfert, Fire Chief

AGENDA ITEM:

Resolution No. 2016 - 39: Renewal of Contract for Medical Director Services with John Heiser, M.D.

BACKGROUND:

Oregon State requires agencies that provide Emergency Medical Services to operate under the direction of a Medical Director or Supervising Physician. John Heiser, M.D. had been the Medical Director for the McMinnville Fire Department since 2006. This is a renewal of a contract for his services for FY 2016/17 for the amount of \$10,000.

FISCAL IMPACT:

The amount of the contract has been budgeted for in the FY 2016/17 budget.

RECOMMENDATION:

Approve contract as presented.

Attachments

Medical Dir Resolution

Contract for Medical Director Professional Services

RESOLUTION NO. 2016 - 39

A Resolution awarding the contract for professional services to John Heiser M.D. to serve as the Medical Director or Supervising Physician for the McMinnville Fire Department for fiscal year 2016/17.

RECITALS:

Oregon Revised Statutes Chapter 682 and Oregon Administrative Rules, Chapter 847, Division 35 requires agencies providing Emergency Medical Services to receive professional medical oversight with regard to the clinical operation of emergency medical services and,

John Heiser MD has successfully been providing those services under contract to the City since 2006.

The City of McMinnville and John Heiser M.D. have agreed to the contract amount of \$10,000 annual for services outlined in the contract.

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

1. That renewal of the Professional Services Contract with John Heiser, M.D. for Medical Director/Supervising Physician services, in the amount of \$10,000, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with John Heiser, MD.
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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

CONTRACT FOR PROFESSIONAL SERVICES
MEDICAL DIRECTOR/ SUPERVISING PHYSICIAN

This agreement for Professional Services is entered into between the City of McMinnville, a municipal corporation, acting by and through the McMinnville Fire Department hereinafter referred to as ("Agency") and John Heiser, M.D., practicing at St. Vincent's Hospital hereinafter referred to as ("Supervising Physician").

RECITALS:

1. Agency wishes to engage a Physician to act as the McMinnville Fire Department's Supervising Physician to provide the Agency with professional medical oversight with regard to the clinical operation of emergency medical services.
2. Dr. Heiser, M.D., serves as an emergency physician and has professional skill and expertise which would benefit the City.
3. Supervising Physician agrees to comply with the requirements of Oregon Revised Statutes Chapter 682 and Oregon Administrative Rules, Chapter 847, Division 35. The specific services anticipated by this contract are listed in Attachment A.

NOW, THEREFORE, the parties agree as follows:

1. Supervising Physician's agrees: to perform the following functions as the McMinnville Fire Department's Supervising Physician:
 - a. Establish, maintain and reassess the medical protocol and procedures used and drugs stored for use by Agency's EMS Providers.
 - b. Monitor the quality of care delivered by the Agency's EMS Providers.
 - c. Monitor the continuing education of Agency's EMS Providers.
 - d. Review problems that may arise in the field during the performance of emergency medical care by EMS Providers.
 - e. Review and authorize any forms, applications, etc., that must be sent to the Oregon State Board of Medical Examiners or the Oregon State Health Authority, EMS and Trauma Services.
 - f. Comply with all applicable laws and rules of the Oregon Health Authority, EMS Trauma Services and Oregon Board of Medical Examiners regarding supervising physicians.
 - g. Provide supervising physician duties to Yamhill, Carlton, Lafayette, Dayton and Amity Fire districts under the umbrella of McMinnville ASA 2.
 - h. Perform the other duties as provided in Job Description -Supervising Physician, which is attached to this contract as Attachment A and by this reference, incorporated.
2. Payment by Agency: Agency agrees to pay Supervising Physician the total sum of \$10,000.00 per year to perform the services described in this contract. The annual fee of \$10,000 will be split into \$5,000 payments twice a year at the middle and end of each fiscal year. Any extraordinary expenses, such as related training or conferences, may be shared by mutual contract of the parties and contract as to sharing will be reached prior to incurring expenses.
3. Terms of Contract: Supervising Physician agrees to provide the services described in this contract from July 1, 2016, until termination of the contract in accordance with Paragraph 7, or a successor agreement has been agreed upon by the parties. At any time during the period of this contract, either party may request to negotiate any article of the contract by submitting that request in writing to the other party.

4. Supervising Physician as Agent of the City: The City and Supervising Physician agree that when performing the duties of this contract, the Supervising Physician is acting as an agent of the City. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims, the City agrees to indemnify, defend and hold harmless the Supervising Physician. The purpose of this provision is to make the Supervising Physician, John Heiser, an agent of the City of McMinnville for the purposes of the Oregon Tort Claims Act and as required by the CIS Insurance Services.
5. Sub-Contracts: Supervising Physician shall not employ any other person or assign, subcontract or in any other manner delegate his duties under this contract without prior written approval from Agency.
6. Access to Records: Agency shall have access to the books, documents, papers and records of Supervising Physician which are pertinent to this contract.
7. Termination: Either party may terminate this contract during its term upon sixty (60) day written notice delivered to the other party.
8. Attorney Fees and Court Costs: If any suit, action or other proceeding, or an appeal therefrom, is instituted to establish, obtain enforce or compel any right or resulting from this contract, the parties agree that the prevailing party shall be entitled to recover from the adverse party, in addition to costs and disbursements, such additional sums as the cost, both trial and appellate, may adjudge reasonable as attorney's fees.
9. Notices: The address of the parties to this contract for purposes of notices permitted or required under this contract are as follows:

AGENCY
 Rich Leipfert, Fire Chief
 City of McMinnville
 175 NE First Street
 McMinnville, OR 97128

PHYSICIAN
 John Heiser, M.D.
 20900 Grand Island Loop SE
 Dayton, Oregon 97114

IN WITNESS HEREOF, the parties have affixed their signature.

City of McMinnville

Supervising Physician

 Martha Meeker, City Manager
 Date:

 Dr. John Heiser, M.D.
 Date:

APPROVED AS TO FORM

 David Koch, City Attorney

ATTACHMENT A
JOB DESCRIPTION -SUPERVISING PHYSICIAN

The Supervising Physician is responsible for:

- Developing medical protocols for the MFD EMS system. S/he should ensure that these medical protocols are frequently reviewed, reassessed, and updated as necessary. S/he should also ensure that these protocols are based on accepted facts.
- Establishing, maintaining, and reassessing the medical protocols and procedures related to drugs stored for use by the EMS personnel.
- Monitoring the quality of emergency medical care rendered by the EMS personnel.
- Reporting the status of the MFD EMS system to the Fire Chief.
- Reviewing any problems that may arise in the performance of emergency medical care by EMS personnel.
- Monitoring all aspects of quality control within the MFD EMS system as set forth in the MFD Quality Assurance program, including individual EMS provider knowledge, skills, and performance.
- The Physician Supervisor has no direct supervisory authority to hire or fire personnel.
- Ensuring that EMS dispatching for the MFD EMS system is current, accessible, and efficient. S/he must ensure that there is a system to monitor response times, instructions given over the phone, and the priority dispatch method that is used.
- Monitoring in-service continuing education for the MFD EMS system. S/he must ensure that the in-service program meets all state requirements and provides useful material for all EMS providers.
- Being active in local, state, regional, and national EMS organizations. It is understood that s/he may belong to these professional organizations and participate as time allows.
- Being aware of disaster preparedness programs within the region.
- Overseeing the certification/recertification process for EMS providers in the MFD EMS system.
- Serving as a liaison with the Medical Examiner's Office.
- Complying with all applicable laws and administrative rules of the Oregon Board of Medical Examiners and the Oregon Health Authority EMS and Trauma Services regarding Supervising Physicians' requirements, responsibilities, and EMS providers' scope of practice.



City Council- Regular

Meeting Date: 06/28/2016

Subject: 5th Street construction contract
award resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 – 40: A Resolution awarding the contract for the NE 5th Street Improvements Project, Project 2015-10.

BACKGROUND:

At 2:00pm on June 9, 2016, the bids for the NE 5th Street Improvements Project, Project 2015-10 were publicly opened and read aloud. Three bids were received and the results are tabulated as follows:

Haworth Inc.	\$1,927,025.05
Kodiak Pacific Construction	\$2,266,266.00
Westech Construction, Inc.	\$2,425,408.75

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

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the bid form properly filled out and executed?
- Were addendums acknowledged?
- Did the bid include a 10% Bid Bond?
- Was the 1st tier subcontractor disclosure form submitted as required?

All three of the bids met these requirements. The bid from Haworth Inc. contained mathematical errors, as well as irregularities in the bid form quantities. These errors and irregularities were deemed minor in nature. The City reserves the right to waive any irregularities, and to accept the bid deemed in the best interest of the City. Therefore, the Bid from Haworth Inc. in the amount of \$1,927,025.05 was deemed to be the lowest responsible and responsive bid. Detailed breakdowns of the received bids are on file in the Engineering Department.

The NE 5th Street Improvement Project is one of five Capital Improvement Projects identified in the McMinnville Transportation Bond approved by voters in 2014. This project will include upgrades to NE 5th Street between NE Adams Street and NE Lafayette Avenue to improve downtown traffic flow and pedestrian safety. Improvements include new traffic signals, intersection curb extensions and pavement surfacing. This project also will provide an alternate connection to the west side of town to alleviate congestion on 1st Street, 2nd Street and 3rd Street. Intersection improvements and signal installations

along NE 5th Street are planned at NE Adams Street, NE Baker Street, NE Evans Street and NE Lafayette Avenue. Improved sidewalks and crosswalks will promote bike and pedestrian movements throughout the corridor.

Funding for this project is included in the proposed FY17 Transportation Bond Fund (45), and the work is scheduled to commence in July 2016.

RECOMMENDATION:

Staff recommends that the City Council award the contract for the NE 5th Street Improvements Project, Project 2015-10, to Haworth Inc. at a total cost of \$1,927,025.05.

Attachments

5th St Bid Award Resolution
PROJECT INFORMATION SHEET

RESOLUTION NO. 2016 - 40

A Resolution awarding the contract for the NE 5th Street Improvements Project, Project 2015-10.

RECITALS:

At 2:00pm on June 9, 2016, three bids were received, opened, and publicly read for the construction of the NE 5th Street Improvements Project.

The bid from Haworth Inc, in the amount of \$1,927,025.05, was deemed to be the lowest responsible and responsive bid.

The NE 5th Street Improvement Project is one of five Capital Improvement Projects identified in the McMinnville Transportation Bond approved by voters in 2014. This project includes upgrades to NE 5th Street between NE Adams Street and NE Lafayette Avenue to improve downtown traffic flow and pedestrian safety. Improvements include new traffic signals, intersection curb extensions and pavement surfacing. Intersection improvements and signal installations along NE 5th Street are planned at NE Adams Street, NE Baker Street, NE Evans Street and NE Lafayette Avenue.

Funding for this project is included in the proposed FY17 Transportation Bond Fund (45), and the work is scheduled to commence in July 2016.

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 Haworth Inc. for the construction of the NE 5th Street Improvements Project, in the amount of \$1,927,025.05, and with a substantial completion date of May 31, 2017, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract for the NE 5th Street Improvements Project, Project 2015-10.
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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

NE 5th Street Improvement Project



CONSTRUCTION COMING SOON

Construction along NE 5th Street is anticipated to begin in July 2016. This construction project will provide much needed improvements at multiple intersections along NE 5th Street to improve downtown traffic flow. Construction may cause traffic delays at various times during construction.

ABOUT THIS PROJECT

The NE 5th Street Improvement Project is one of five Capital Improvement Projects identified in the McMinnville Transportation Bond. This project will include upgrades to NE 5th Street between NE Adams Street and NE Lafayette Avenue to improve downtown traffic flow and pedestrian safety. Improvements include new traffic signals, intersection curb extensions and pavement surfacing. This project also will provide an alternate connection to downtown to alleviate congestion on 1st Street, 2nd Street and 3rd Street. Intersection improvements and signal installations along NE 5th Street are planned at NE Adams Street, NE Baker Street, NE Evans Street and NE Lafayette Avenue. Improved sidewalks and crosswalks will promote bike and pedestrian movements throughout the corridor.

WHERE?

Roadway improvements and construction along NE 5th Street will occur at the following intersections:



- 1 NE 5th Street & NE Adams Street:** New traffic signal with signalized cross-walks will improve traffic flow and pedestrian safety. Reconstructed ramps at all four corners will improve pedestrian access and be compliant to the Americans with Disabilities Act (ADA).
- 2 NE 5th Street & NE Baker Street:** New traffic signal with signalized cross-walks will improve traffic flow and pedestrian safety. Reconstructed ADA compliant ramps at all four corners will improve pedestrian access.
- 3 NE 5th Street & NE Davis Street:** Curb extensions, ADA compliant ramps, and drainage improvements at all four corners will reduce the crossing distance and improve pedestrian safety.
- 4 NE 5th Street and NE Evans Street:** New traffic signal with signalized cross-walks will improve traffic flow and pedestrian safety. Reconstructed ADA compliant ramps at all four corners will improve pedestrian access.
- 5 NE 5th Street and NE Ford Street:** Curb extensions, ADA compliant ramps, and drainage improvements at two corners will reduce the crossing distance and improve pedestrian safety.
- 6 NE 5th Street & NE Galloway Street:** ADA ramp upgrades will improve pedestrian access.
- 7 NE 5th Street & NE Irvine Street:** Curb extensions, ADA compliant ramps, and drainage improvements at two corners will reduce the crossing distance and improve pedestrian safety.
- 8 NE 5th Street & NE Lafayette Avenue:** New traffic signal with signalized cross-walks will improve traffic flow and pedestrian safety. Reconstructed ADA compliant ramps at three corners will improve pedestrian access.
- 9 NE 5th Street from NE Evans Street to NE Lafayette Avenue:** Reconstruction of the existing roadway surface to improve smoothness and extend pavement life.

CONSTRUCTION IMPACTS

Construction along NE 5th Street between NE Adams Street and NE Lafayette Avenue will periodically affect road users at various times. Signed detour routes will be in place for motorists during street closures. Anticipated impacts may include:

- Night-time lane closures along 5th Street at NE Adams and NE Baker
- Day-time shoulder closures along 5th Street at NE Adams and NE Baker
- Day-time lane and shoulder closures along NE 5th Street at NE Davis, NE Evans, NE Ford Street, NE Galloway Street, NE Irvine Street, and NE Lafayette Avenue
- Pedestrian detours along NE 5th Street at all eight intersections



PROJECT SCHEDULE

2015	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Design				Bid Award	Construction																		

FOR MORE INFORMATION

Visit the Website at www.McMinnvilleTransportationBond.org

or contact:

Larry Sherwood, Project Manager

E-mail: Larry.Sherwood@ci.mcminnville.or.us

Address: 231 NE 5th Street, McMinnville, OR 97128

Phone: 503.434.7312



City Council- Regular

Meeting Date: 06/28/2016

Subject: 5th Street / Alpine Ave design
services Task Order No. 3

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 41: A Resolution approving Task Order No. 3 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.

BACKGROUND:

On June 24, 2015, the City Council adopted Resolution 2015-34, awarding the Personal Services Contract for preliminary design services for the 5th Street and Alpine Ave transportation bond measure projects to HDR Engineering, Inc. (HDR), in the amount of \$373,898.00. The Contract was amended, via Resolution 2015-58, to include Task Order No. 1 in the amount of \$435,682.00; and via Resolution 2015-61, to include Task Order No. 2 in the amount of \$162,291.00.

The attached Task Order No. 3 amends the Personal Services Contract to include additional work necessary to complete the final project design for 5th Street and Alpine Avenue; as well as construction inspection and engineering services for the 5th Street improvements. The estimated cost for this work is \$407,353.00.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving Task Order No. 3 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.

Attachments

HDR Task Order 3 Resolution
TASK ORDER NO. 3

RESOLUTION NO. 2016 - 41

A Resolution approving Task Order No. 3 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.

RECITALS:

On June 24, 2015, the City Council adopted Resolution 2015-34, awarding the Personal Services Contract for preliminary design services for the 5th Street and Alpine Ave transportation bond measure projects to HDR Engineering, Inc. (HDR), in the amount of \$373,898.00. The Contract was amended, via Resolution 2015-58, to include Task Order No. 1 in the amount of \$435,682.00; and via Resolution 2015-61, to include Task Order No. 2 in the amount of \$162,291.00.

The attached Task Order No. 3 amends the Personal Services Contract to include additional work necessary to complete the final project design for 5th Street and Alpine Avenue; as well as construction inspection and engineering services for the 5th Street improvements. The estimated cost for this work is \$407,353.00.

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

1. That Task Order No. 3 to the Personal Services Contract between the City of McMinnville and HDR Engineering, Inc., in the amount of \$407,353.00, is hereby approved.
2. The City Manager is hereby authorized to execute Task Order No. 3.
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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

TASK ORDER NO. 3
to the
PERSONAL SERVICES CONTRACT
with
HDR ENGINEERING, INC.

This Task Order No. 3 amends the personal services contract, dated June 29, 2015, between the City of McMinnville (City) and HDR Engineering, Inc. (Contractor) for engineering design and construction services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide additional work necessary to complete the final project design for both 5th Street and Alpine Avenue; as well as construction inspection and engineering services for the 5th Street improvements, as outlined in the attached proposal dated June 17, 2016. The cost for these services is estimated to be \$407,353.00.

2. EFFECTIVE DATE

This Task Order No. 3 is effective on the date at which it is fully executed.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 3, with a total sum not to exceed \$407,353.00.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Personal Services Contract remain in full force and effect.

For the Owner:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____

Amendment #3

5th Street: Adams Street – Lafayette Avenue Alpine Avenue: 5th Street – 11th Way City of McMinnville

During the term of this Agreement, the engineering consultant, HDR Engineering, Inc., (Consultant) shall perform professional services for the City of McMinnville (City) in connection with the above referenced project. This scoping document shall be used to plan, conduct and complete the Consultant's work on the project.

PROJECT OBJECTIVES

The purpose of this amendment to increase the scope of the project to include the following:

- Increase the number of curb ramps to design from 18 to 26;
- Additional coordination effort with ODOT for the new pedestrian pole layout standards;
- Redesign 16 curb ramps based on new ODOT pedestrian pole layout standard;
- Include the cost for 5 appraisals;
- Provide turning template exhibits for WB67 and WB40 trucks along Alpine Ave. Develop design alternatives to accommodate WB67 trucks at 8th and 10th and 11th. Analyze off-tracking impacts at each intersection and adjust streetscape layout to avoid conflicts;
- Provide 3 design options each for the parking lots at Ultimate RB and Care for Kids parking lot;
- Re-grade Alpine Ave from 10th Street to 11th Way to ensure cross slopes are less than or equal to 2%.
- Schedule and attend an additional 2 site visits with utilities to review conflicts and potential solutions on 5th Street;
- Preparation and attendance for an additional 9 meetings with property owners along Alpine Ave. Gather input and update design to reflect issues and concerns;
- Preparation and attendance for additional 75% review meeting and respond to City comments – Alpine Ave;
- Update and respond to City comments on 100% plans for 5th and Alpine Ave.
- Add Construction inspection and construction engineering for 5th Street.

TASKS, DELIVERABLES AND SCHEDULE

TASK 1.0 MANAGEMENT AND ADMINISTRATION

This task remains unchanged.

TASK 2.0 PUBLIC OUTREACH

Add the following to Subtask 2.1

Subtask 2.1 Alpine Property Owner Meetings

Consultant shall organize, prepare for and attend six (6) meetings with property owners along Alpine Avenue. The purpose of the meetings is to understand how the property owners access their property, business operations and how to design the streetscape on Alpine Avenue adjacent to their property. The meetings include property owners from the Festival and Craft Districts.

Subtask 2.0 Deliverables:

- Meeting summaries
- Materials and displays for public and stakeholder meetings

TASK 3.0 RIGHT-OF-WAY AND REAL PROPERTY ACQUISITIONS

Add the following to Subtask 3.3, 3.4, 3.5

Subtask 3.3 Appraisals and Appraisal Reviews

Perform two (2) additional appraisals and appraisal reviews. Increase the total of number of appraisals and appraisal reviews to eleven (11). The 2 additional locations include Citizens Bank and the school at Lafayette.

Subtask 3.3 Deliverables:

- Two (2) additional appraisals
- Two (2) appraisal reviews

Subtask 3.4 Acquisitions

Perform two (2) acquisitions for the project. Increase the total of number of acquisitions to eleven (11). The 2 additional locations include Citizens Bank and the school at Lafayette.

Subtask 3.4 Deliverables:

- Two (2) additional acquisition files including all signed documents
- Two (2) additional landowner contact logs
- Administrative Settlement Justifications, if needed
- Updated bi-weekly status spreadsheet including the 2 additional files

Subtask 3.5 Final Reports and Certifications

Complete two (2) additional final reports and certifications for for the project. Increase the total of number of acquisitions to eleven (11). The 2 additional locations include Citizens Bank and the school at Lafayette.

Subtask 3.5 Deliverables:

- Up to nine (9) Final Reports
- Up to nine (9) Closing documents
- Right-of-Way Certification

TASK 4.0 PERMITS AND REPORTS

Add the following to Task 4.0 Permits and Reports

Subtask 4.2 Utility Coordination and Relocation

Subtask 4.2.1 Coordination Meetings

Consultant shall schedule, prepare for and lead one (1) additional individual utility meeting for 5th Street and two (2) additional individual meetings on Alpine Ave to coordinate potential conflicts and design solutions.

Subtask 4.2.1 Deliverables:

- Meeting summaries

Subtask 4.2.2 Notice of Utility Conflict

Consultant shall prepare and send an additional four (4) utility conflict notices with 30%, 75% and 100% plans for 5th Street and three (3) utility conflict notices with 75% plans and 100% plans for Alpine Ave.

Subtask 4.2.2 Deliverables:

- Notice of Utility Conflict to each utility with apparent utility conflicts at 30%, 75% and 100% plans deliverable for 5th Street and 75% and 100% plan submittal for Alpine Ave.
- Copy of Utility Conflict to each utility with apparent utility conflicts to City Project Management.

Subtask 4.2.3 Letters of Approvals of Relocation Plans and Relocation Time Requirements

Consultant shall provide each utility owner with preliminary plans identifying conflicts. Consultant shall review utilities' relocation plans and approve the relocation plan. The Consultant shall provide a letter of approval and the relocation timing requirements for each utility needing relocation.

Assumption:

- An additional seven (7) approval letters will be completed.

Subtask 4.2.3 Deliverables:

- Letter of approval of relocation plans and relocation time requirements to each utility agency with conflicting facilities.
- Copy of Letter of Approval of relocation plans and relocation time requirements to each utility agency with conflicting facilities to City Project Management.

TASK 5.0 TRAFFIC ENGINEERING AND MANAGEMENT

Add the following to Task 5.0 Traffic Engineering and Management

Subtask 5.1 Traffic Signal Design

Consultant shall update the traffic signal designs to meet the new ODOT standard for pedestrian pole placement for new traffic signals and appurtenances at the intersections of 5th Street at Adams Street (OR99 S), Baker Street (OR99 N), Evans Street and Lafayette Avenue. Consultant shall work with ODOT to obtain necessary approvals for installation of new signals on OR99.

Subtask 5.1 Deliverable:

- Revised traffic signal plans, specifications and estimate delivered as part of Task 7.0.

Subtask 5.2 Traffic Signal Interconnect

Consultant shall prepare signal interconnect plans on 5th Street between Baker and Lafayette Ave.

Subtask 5.2 Deliverables:

- Signal interconnect plans, specifications and estimate delivered as part of Task 7.0.

TASK 6.0 APLINE STREETSCAPE DESIGN

Add the following to Task 6.0 Alpine Streetscape Design

Subtask 6.2 Site Furnishings/Features

- Consultant shall prepare 100% plans, specifications and estimate to be included in Task 7.0 deliverables for the trellis specialty feature.

Subtask 6.2 Deliverables:

- 100% plans, specifications and estimate for trellis delivered as part of Task 7.0.

TASK 7.0 PLANS, SPECIFICATIONS AND ESTIMATE

Add the following to Task 7.0 Plans, Specifications and Estimate

Subtask 7.1 Advance Plans, Specifications and Estimate (75%)

Consultant shall increase the number of ramps on 5th Street to be designed and detailed from 40 to 61. The ramps include:

- Adams Street / 5th Street – 4 quadrants – 8 ramp details
- Baker Street / 5th Street – 4 quadrants – 7 ramp details
- Davis Street / 5th Street – 4 quadrants – 8 ramp details
- Evans Street / 5th Street – 4 quadrants – 8 ramp details
- Ford Street / 5th Street – 3 quadrants – 5 ramp details
- Galloway Street / 5th Street – 4 quadrants – 8 ramp details
- Irving Street / 5th Street – 1 quadrants, 1 ramp detail
- Johnson/Lafayette Street / 5th Street – 4 quadrants – 10 ramp details
- Lafayette Street / 7th Street – 2 quadrants – 2 ramp details

Consultant shall develop truck turning templates and perform analysis on turning movements at intersections along Alpine Ave and intersections of cross streets. Show ingress and egress movements at all intersections and streetscape impacts at intersections along with impacts on adjacent side streets. Show truck turning exhibits for at the following intersections with Alpine Ave:

- 7th Street, 8th Street, 9th Street, 10th Street, 11th Street, 11th Way

Consultant shall develop 2 options for parking lot layouts at Care for Kids and Ultimate RB Rubber. In addition to the layout options, Consultant shall develop a cost estimate for construction of the two options for Ultimate RB.

Subtask 7.1 Deliverables:

- 5th Street
 - Consultant shall submit: One (1) complete 11 x 17 electronic set of 75% plans in PDF Format. Sheet list as noted below.
 - One (1) electronic set of Specifications in MS Word Format
 - One (1) electronic copy of detailed 75% Construction Cost Estimate in PDF Format.
 - Notes and response to City 75% review comments.
- Alpine Ave – festival district and craft district as an add alternative
 - Additional 75% review meeting for Alpine Avenue will occur in McMinnville and will be up to two (2) hours in duration.
 - Consultant shall submit: One (1) complete 11 x 17 electronic set of 75% plans in PDF Format. Sheet list as noted below.
 - One (1) electronic set of Specifications in MS Word Format
 - One (1) electronic copy of detailed 75% Construction Cost Estimate in PDF Format.
 - Notes and response to City 75% review comments.

Name of Sheet	Estimated # of Sheets (5 th & Alpine)	Actual # of Sheets (5 th Street)	Actual # of Sheets (Alpine Ave – festival)	Actual # of Sheets (Alpine Ave – craft)
Title sheet	1	1	1	-
Legend, Abbreviation and Notes	-	1	4	-
Typical sections	8	4	6	1

Details	13	11	-	-
Temporary protection and direction of traffic	7	1	4	2
Demolition Plans	-	-	1	1
Roadway plans and profiles	14	8	3	3
Grading Plans	-	-	3	3
Storm Drainage and Utility plan/profiles	14	6	2	2
Utility Plans	-	-	1	1
Erosion control	6	4	1	1
Surfacing Plan	-	-	3	2
Streetscape Plans	-	-	3	2
Streetscape Details	-	-	8	-
Planting Plans and Details	8	-	4	2
Irrigation Plans and Details	-	-	2	1
Sign and striping plans	17	8	3	3
Signal plans	5	24	-	-
Lighting Plans and Details	8	-	5	3
Total	101	68	54	27

Subtask 7.2 Final Plans, Specifications and Estimate (100%)

Consultant shall develop curb ramp detail sheets as per new ODOT requirements for pedestrian pole layout at signals. Consultant shall develop the Final plans, specifications and estimate prepared under Task 7.1 and shall make modifications to the plans and specifications to address 75% review comments received from City.

Consultant shall develop a 90% submittal for the Traffic Signal, Illumination and Interconnect Plan Sheets for ODOT review.

Subtask 7.2 Deliverables:

- 5th Street
 - Consultant shall submit: One (1) complete 11 x 17 paper set of 90% and 100% Traffic Signal, Illumination and Interconnect Plan Sheets to ODOT.
 - Responses to ODOT comments on 90% Traffic Signal, Illumination and Interconnect Plan Sheets.
 - Consultant shall submit: One (1) complete 11 x 17 electronic set of 100% Final plans in PDF Format.
 - One (1) electronic set of Specifications in MS Word Format.
 - One (1) electronic copy of detailed 100% construction cost estimate in PDF Format.
- Alpine Ave
 - Consultant shall submit: One (1) complete 11 x 17 electronic set of 100% Final plans in PDF Format.
 - One (1) electronic set of Specifications in MS Word Format.
 - One (1) electronic copy of detailed 100% construction cost estimate in PDF Format.

TASK 8.0 PRE-BID SERVICES

This task remains unchanged.

TASK 9.0 Construction Engineering and Inspection for 5th Street

Add Task 9.0 Construction Engineering and Inspection for 5th Street.

Subtask 9.1 Construction Project Management and Coordination

Consultant shall establish and maintain the lines of communication and set forth the priorities between the PM, Agency, and CC.

Following the award of the construction contract, and as specified in Standard Specification 00180.42, a preconstruction conference will be held with to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the project. The project coordination task will be ongoing throughout the project.

Assumptions:

- City will schedule and lead the preconstruction conference;
- Preconstruction conference will be held in McMinnville and have a 2 hour duration;
- Up to three (3) Consultants will attend the preconstruction conference.

Subtask 9.1 Deliverables:

- Attend and support Agency led preconstruction conference. Conference may also include utility companies located within the project limits.
- Provide notes of preconstruction conference and progress meetings.
- Provide monthly invoices and progress reports.

Subtask 9.2 Construction Engineering and Inspection (CEI)

Consultant shall perform CEI services on this project as required to document conformance of the construction with the approved plans and specifications for the project. Inspections will be periodic based on the CC's operations and will focus on the signal construction.

Assumptions:

- Duration of construction will be from July 2016 thru May 2017. Periodic onsite inspections will require over a duration of 42 weeks of project work.
- Onsite construction activities are assumed to require 24 hours per week for one inspector.

When periodic inspections are performed, the general order and nature of the inspection will be as follows:

- Inspect signals
- Inspect reconstruction of sidewalks and ADA ramps
- Inspect aggregate base and HMAC materials and placement.
- Document quantity and quality as required by the City Standards as appropriate to confirm CC compliance to the contract.

Subtask 9.2 Deliverables: See Subtask 9.3

Subtask 9.3 General Documentation

Consultant shall perform construction documentation tasks required to document CC activities during periodic inspection visits. Consultant shall prepare all documentation on forms and reports approved by the City.

General documentation includes general daily progress reports, quantity and quality documentation for inspected items, these tasks will be on-going throughout the project.

Acceptance of CC's Quality Control for field-tested materials will be based on the ODOT Quality Assurance (QA) Program as described in the ODOT Manual of Field Test Procedures. Acceptance of non-field tested materials will be according to ODOT's Non-field Tested Materials Acceptance Guide.

Assumption:

- Verification testing will be completed by the City. Costs for any outside materials testing required will be paid directly by the City under separate contract with the independent testing firm.

Subtask 9.3 Deliverables:

- Prepare general daily progress reports and submit to City.

Subtask 9.4 Review of Construction Submittals

Consultant shall perform review of submittals if requested including traffic control, and technical submittals related to the items constructed under the construction contract. Consultant shall review submittal drawings in a timely manner to avoid delay of the CC's operations.

Consultant shall provide project schedule review and analysis throughout the duration of the project.

Assumption:

- Consultant will review up to ten (10) submittals.

Subtask 9.4 Deliverables:

- Provide review comments for submittals and recommend approval.

Subtask 9.5 Consultation During Construction

Consultant shall coordinate with City to provide consultation and technical services regarding design issues raised during construction of the project as requested. Consultant shall clarify construction contract documents, respond to field inquiries (RFI's), and monitor design assumptions.

In conjunction with the above, Consultant shall provide written responses to RFI's as well as support the City in preparing design modifications and issuing plan changes as required to assure conformance of the final product with the intent of the design.

Assumption:

- Consultant shall review up to twenty (20) RFI's.

Subtask 9.5 Deliverables:

- Provide recommended responses to RFI's to the City.
- Design modifications and plan changes.

Subtask 9.6 Contract Change Orders

Consultant shall support the City in developing contract revisions during construction. Time spent dealing with quality or quantity assurance documentation for work completed relating to a change order or extra work is included under this task. Consultant shall provide analysis to assess the merit of any requested additional Contract Time and/or additional compensation.

Assumptions:

- This task does not include claim review efforts.

- Up to four (4) change orders will be prepared.
- Contract Change Orders require approval of the City prior to making the change.

Subtask 9.6 Deliverables:

- Provide supporting documentation to the City to prepare and draft Contract Change Orders as changes arise during construction. This may include minor modifications to the contract plans, specifications, contract time, etc.
- Prepare an email memorandum to the City discussing the change order or revision.

Subtask 9.7 Project Closeout

Consultant shall attend a Final Inspection with the City and CC. This inspection shall follow Second Notification to confirm all work was completed in close conformance with the construction contract and that all of the City's project goals have been met. Consultant shall note any deficiencies and submit a written punchlist to the CC for completion of on-site work.

Consultant shall make corrections to existing plans and prepare final "As-constructed" red line drawings from all periodic inspections and submit to the City for final as-building.

Subtask 9.7 Deliverables:

- General progress reports, quantity and quality documentation from periodic inspections.
- Two (2) copies of complete red lined "As-Constructed" contract drawings on 11x17 (half- size) paper, and one electronic PDF file emailed to the City.



City Council- Regular

Meeting Date: 06/28/2016

Subject: 5th Street property purchase
approval resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 42: A Resolution approving the acquisition of property from Ninety Degrees, LLC for the 5th Street transportation bond project.

BACKGROUND:

At their February 23, 2016 meeting, the City Council adopted Resolution 2016-10 authorizing the acquisition of property for the 5th Street transportation bond project. The City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property for the project from Ninety Degrees, LLC.

The purchase price for the property is \$700.00, plus closing and escrow costs.

The attached resolution approves the acquisition, and authorizes the City Manager to sign the Dedication Deed.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the purchase of property from Ninety Degrees, LLC.

Attachments

Ninety Degrees Resolution
DEDICATION DEED

RESOLUTION NO. 2016 - 42

A Resolution approving the acquisition of property from Ninety Degrees, LLC for the 5th Street transportation bond project.

RECITALS:

At their February 23, 2016 meeting, the City Council adopted Resolution 2016-10 authorizing the acquisition of property for the 5th Street transportation bond project.

The City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property for the project from Ninety Degrees, LLC.

The purchase price for the property is \$700.00, plus closing and escrow costs.

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

1. That the acquisition of property from Ninety Degrees, LLC, for the 5th Street transportation bond project, at the purchase price of \$700.00, is hereby approved, and the City Manager is hereby authorized and directed to execute the Dedication Deed.
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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

GRANTOR: Ninety Degrees, LLC
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$700.00

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

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

DEDICATION DEED

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

The true and actual consideration for this conveyance is \$700.00.

The above described property is conveyed free of encumbrances, except those of record.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

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

APPROVAL OF CONVEYANCE (ORS 93.808)

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

Name:

Title:

State of Oregon)
) ss.

County of Yamhill)

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

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A - Page 1 of 1

5th Street

5th Street Right of Way Acquisition

TL 4420AD01800

File 002

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in Statutory Warranty Deed to Ninety Degrees, LLC, recorded January 17, 2014 as Document No. 201400629, Deed Records of Yamhill County, said parcel being that portion lying Southeasterly of the following described line:

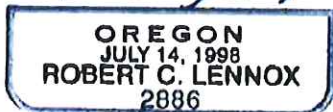
Beginning at the centerline intersection of NE 5th Street and NE Adams Street, monumented by a 3/4" iron bar, with a punch mark, in a case, from which the centerline intersection of NE 5th Street and NE Cows Street, monumented by a 1-1/2 inch inside diameter iron pipe with a 5/8 iron rod, in a case, bears South 88° 09' 49" East, a distance of 300.07 feet and South 88° 11' 09" East, a distance of 300.09 feet; thence North 57° 00' 31" West, a distance of 48.32 feet to the POINT OF BEGINNING of the herein described line; thence North 46° 47' 57" East, a distance of 23.00 feet.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 20 square feet, more or less, outside the existing right of way.

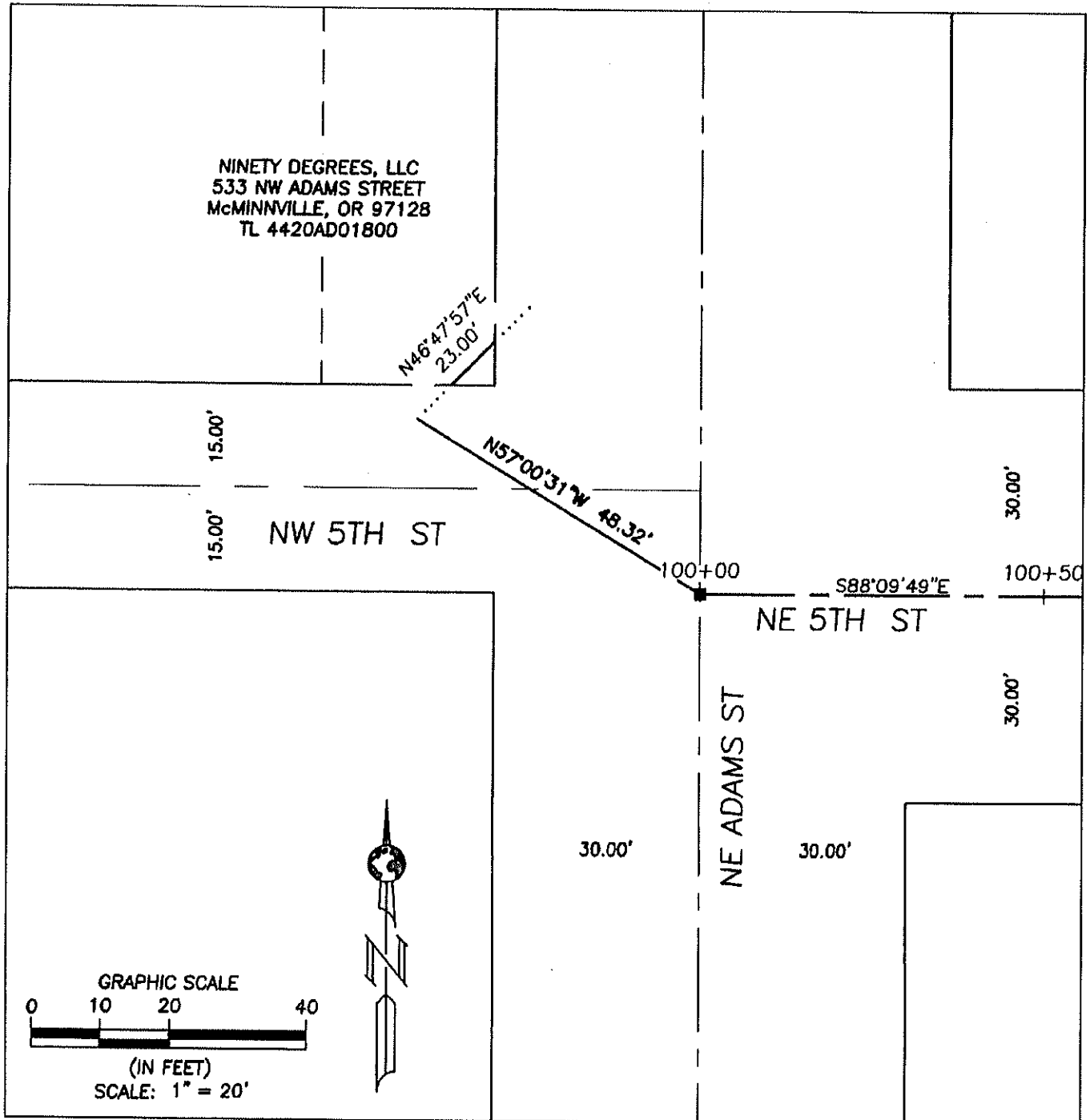


Robert C. Lennox



Feb. 12, 2016

February 12, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

Feb. 12, 2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 002
NINETY DEGREES, LLC PROPERTY
533 NW ADAMS STREET, MCMINNVILLE
NE 1/4 SECTION 20, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE FEBRUARY 12, 2016

JOB NO 2015010

bluedot
group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 43: Authorizing and Directing the entry into a contract for the provision of janitorial services at various City facilities

BACKGROUND:

ORS 279.835 through 279.855 establishes a program within Oregon to support the award of public contracts for certain products and services to qualified nonprofit agencies that provide employment opportunities to persons with disabilities. The Qualified Rehabilitation Facilities (QRF) Program is administered by the Oregon Department of Administrative Services (DAS).

If a particular product or service is identified by DAS as being available within Yamhill County, then the City of McMinnville is required to "procure the product or service at the price [DAS] establishes from a qualified nonprofit agency for individuals with disabilities, provided that the product or service is of the appropriate specifications and is available within the period the public agency requires." ORS 279.850(1). A list of products and services offered in Yamhill County is available on the DAS-QRF website

Janitorial Services is one of the services identified by DAS as being available through the QRF Program in Yamhill County, and four vendors are identified as providing the service: MV Advancements (Amity), Diversified Abilities (Clackamas), Garten Services (Salem) and TVW Inc. (Hillsboro). As a result, the City is required to work in good faith to contract with one of the vendors to provide Janitorial Services at the City's facilities.

Contracts with QRF vendors are exempt from competitive bidding requirements, pursuant to ORS 279A.025(4). Therefore, the City is allowed to approach a single QRF entity for the purpose of negotiating and directly awarding a contract directly to that vendor. We are prohibited from awarding the contract to a private company outside of the QRF program, unless we determine (after a good faith effort) that a QRF vendor is unable to provide the service to the City.

MV Advancements was approached and was unable to meet the staffing needs of the project, and declined to quote the work. TVW Inc. was not currently doing any work in Yamhill County and declined to quote the work. Garten Services is currently providing work for clients in McMinnville, and was interested in the Cities janitorial work. A quote was generated and those prices were 20% more than currently being paid to ABM Janitorial and are as follows:

		Garten Services	ABM Current Pricing	Change
1	CITY HALL	\$531.96	\$365.00	145.74%
2	COMMUNITY DEVELOPMENT CENTER	\$594.12	\$435.00	136.58%
3	FIRE STATION	\$525.82	\$460.00	114.31%
4	LIBRARY	\$1,816.29	\$1,450.00	125.26%
5	COMMUNITY CENTER	\$3,206.87	\$2,590.00	123.82%
6	SENIOR CENTER	\$790.61	\$700.00	112.94%
7	PUBLIC WORKS	\$211.61	\$200.00	105.81%
8	WATER RECLAMATION FACILITY	\$659.29	\$525.00	125.58%
9	AQUATIC CENTER	\$1,982.23	\$1,600.00	123.89%
10	PUBLIC SAFETY BUILDING	\$2,023.95	\$1,950.00	103.79%
11	CIVIC HALL	\$515.26	\$400.00	128.82%
	MONTHLY TOTAL: (All Locations)	\$12,858.01	\$10,675.00	120.45%
	TOTAL ANNUAL CONTRACT AMOUNT: (MONTHLY TOTAL X 12)	\$154,296.12	\$128,100.00	120.45%

The contract work will commence on July 1, 2016, and will end on June 30, 2017. The cost for the 2016 City Facility Janitorial Services will be included in each departments FY 17 Budget.

On April 12, 2016, the Council approved Resolution No. 2016 - 16 awarding the contract for janitorial services to ABM based on the competitive bidding process. After passage of the resolution, but prior to the execution of the contract, staff determined that the solicitation process should be suspended pending an internal review to determine our compliance with the QRF contracting requirements set forth in ORS Chapter 279. Based on that internal review, staff initiated a process of seeking quotes from the WRF vendors. Now that we have determined that a WFR vendor is capable of performing work that meets the City's specifications, the previous solicitation process should be terminated and the prior resolution repealed, pursuant to ORS 279B.100(2).

RECOMMENDATION:

Staff recommends that the City Council award the resolution awarding the contract for the 2016 City Facility Janitorial Services to Garten Services in the amount of \$154,296.12.

Attachments

Janitorial Resolution

RESOLUTION NO. 2016 - 43

A Resolution authorizing and directing the entry into a contract for the provision of janitorial services at various City facilities.

RECITALS:

Pursuant to ORS 279.835 to 279.855, the City is required to give preference in contracting to QRF vendors that are capable of providing services meeting the City's appropriate specifications. Pursuant to ORS 279A.025(4), contracts with QRF vendors are exempt from competitive bidding requirements.

The City received a quote for janitorial services at eleven City facilities. The quote was from Garten Services a Qualified Rehabilitation Facility (QRF) janitorial services provider for Yamhill County. The quote from Garten was per City specifications and Garten Services should be considered a responsive and responsible bid.

Prior to soliciting the quote from Garten, the City had initiated a competitive bidding process to award a janitorial services contract outside of the QRF process. Pursuant to ORS 279B.100(2), the City may terminate that solicitation process if such termination is deemed to be in the best interest of the City. The City's compliance with the QRF contracting procedures required by ORS Chapter 279 is in the best interest of the City.

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 Garten Services for the provision of janitorial services at various city facilities beginning July 1, 2016, for a period of one year in the annual amount of \$154,296.12, being the lowest and best bid, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract containing the specifications for janitorial services to be provided at the following facilities: City Hall, Community Development Center, Fire Station, Library, Community Center, Senior Center, Public Works, Water Reclamation Facility, Aquatic Center, Public Safety Building and the Civic Hall.
3. That Resolution 2016 - 16 is hereby repealed, as the termination of that solicitation process is in the best interest of the City.
4. 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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

Approved as to form:

MAYOR

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject: Supplemental Budget for fiscal year
2015-16

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 44: Adopting a supplemental budget for fiscal year 2015-16 and making supplemental appropriations

BACKGROUND:

This resolution includes a supplemental budget for the Transient Lodging Tax Fund and the Telecommunications Fund, due to higher than anticipated revenues. Adoption of the supplemental budget allows for the additional Transient Lodging Taxes to be disbursed to Visit McMinnville and transferred to the General Fund and also allows disbursement of additional Telecommunications fees to McMinnville Community Media.

This resolution also includes a supplemental budget for the Airport Maintenance Fund, due to higher than anticipated costs for a runway rehabilitation project. FAA and ODOT-Connect Oregon grant funds are available to fund the increased costs.

RECOMMENDATION:

Approval of the resolution adopting the supplemental budget for fiscal year 2015-2016 and making supplemental appropriations

Attachments

Supp Budget Resolution

RESOLUTION NO. 2016 - 44

A Resolution adopting a supplemental budget for fiscal year 2015-2016 and making supplemental appropriations

RECITAL:

Oregon Local Budget Law allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning (ORS 294.471).

A supplemental budget is necessary in the Transient Lodging Tax Fund to allow disbursement of higher than anticipated transient lodging tax revenues. This supplemental budget increases appropriations in the Transient Lodging Tax Fund for disbursement of the additional taxes to Visit McMinnville (VM), as provided for in the City's agreement with VM, and to increase the transfer of a portion of the taxes to the General Fund.

A supplemental budget is necessary in the Telecommunications Fund to allow disbursement of higher than anticipated telecommunication fee revenues. This supplemental budget increases appropriations for disbursement of cable franchise fees and public, education, and governmental (PEG) access fees to McMinnville Community Media (MCM), as provided for in the City's agreement with MCM.

A supplemental budget is necessary in the Airport Maintenance Fund due to the unanticipated increase in costs of the rehabilitation of the main Runway 4-22 at the McMinnville Municipal Airport. Appropriations for fiscal year 2015-2016 were based on a preliminary estimate of the final design and construction of the project. In the last four months, the City has completed the final design and bid the project. Federal Aviation Administration (FAA) grant funds and matching ODOT-Connect Oregon grant funds are available to fund the increased costs. This supplemental budget increases appropriations to reflect actual project costs and scope.

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

1. **Adopt the following Supplemental Budget:** The City Council of the City of McMinnville adopts the following Supplemental Budget for 2015-2016 in the Transient Lodging Tax Fund, Telecommunications Fund, and Airport Maintenance Fund.
2. **Make Supplemental Appropriations:** The additional appropriations for fiscal year 2015-2016 are hereby appropriated as follows:

Transient Lodging Tax Fund resource and requirement increases related to unanticipated receipt of additional transient lodging tax revenues. It is therefore necessary to increase appropriations in the Materials and Services category for Tourism Promotion and Programs to allow the disbursement of the additional taxes to Visit McMinnville and in the Transfers Out to General Fund category to allow transfer of the additional taxes to the General Fund.

<u>Transient Lodging Tax Fund:</u>	<u>Adopted Budget</u>	<u>Budget Adjustment</u>	<u>Amended Budget</u>
Resources:			
Beginning Fund Balance	\$ 401,144	50,186	\$ 451,330
Licenses and Permits	590,000	85,000	675,000
Miscellaneous	<u>2,100</u>	<u>-</u>	<u>2,100</u>
Total Resources	<u>\$ 993,244</u>	135,186	<u>\$ 1,128,430</u>
Requirements:			
Materials and Services	\$ 810,344	117,763	\$ 928,107
Transfers Out General Fund	<u>182,900</u>	<u>17,423</u>	<u>200,323</u>
Total Requirements	<u>\$ 993,244</u>	135,186	<u>\$ 1,128,430</u>

Telecommunications Fund resource and requirement increases related to unanticipated receipt of telecommunications fees for fiscal year 2015-2016. It is therefore necessary to increase appropriations in the Materials and Services category to allow disbursement of the additional franchise and PEG access fees to McMinnville Community Media.

<u>Telecommunications Fund:</u>	<u>Adopted Budget</u>	<u>Budget Adjustment</u>	<u>Amended Budget</u>
Resources:			
Beginning Fund Balance	\$ 1,736		\$ 1,736
Licenses and Permits	232,000	4,000	236,000
Miscellaneous	<u>100</u>	<u>-</u>	<u>100</u>
Total Resources	<u>\$ 233,836</u>	4,000	<u>\$ 237,836</u>
Requirements:			
Materials & Services	\$ 232,000	4,000	236,000
Contingencies	1,450		1,450
Ending Fund Balance	<u>386</u>	<u>-</u>	<u>386</u>
Total Requirements	<u>\$ 233,836</u>	4,000	<u>\$ 237,836</u>

Airport Maintenance Fund resource and requirement increases related to unanticipated increase in costs of rehabilitation of the main Runway 4-22 at the McMinnville Municipal Airport. It is therefore necessary to increase appropriations in the Materials and Services category for Professional Services-Plan/Study Environmental Design and Construction Services for the unanticipated costs.

<u>Airport Maintenance Fund:</u>	<u>Adopted Budget</u>	<u>Budget Adjustment</u>	<u>Amended Budget</u>
Resources:			
Beginning Fund Balance	\$ 811,138		\$ 811,138
Intergovernmental	644,223	74,000	718,223
Charges for Services	247,900		247,900
Miscellaneous	<u>9,100</u>	<u>-</u>	<u>9,100</u>
Total Resources	<u>\$1,712,361</u>	74,000	<u>\$1,786,361</u>
Requirements:			
Materials & Services	810,005	74,000	884,005
Transfers Out to General Fund	73,871		73,871
Contingency	300,000		300,000
Ending Fund Balance	<u>528,485</u>	<u>-</u>	<u>528,485</u>
Total Requirements	<u>\$ 1,712,361</u>	74,000	<u>\$ 1,786,361</u>

This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nayes: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject: Resolution Amending 2015-16
Budget

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 45: Making Budgetary transfers for Fiscal year 2015-16

BACKGROUND:

This resolution transfers appropriation authority from General Fund contingency to Salaries & Wages and Fringe Benefits accounts in the General Fund due to an unanticipated change in accounting for year end payroll expenditures. In addition, the resolution transfers appropriation authority from contingency to the General Fund, Administration Department due to an unanticipated change in accounting for maintenance and lighting costs for City parking structures and lots.

The resolution also transfers appropriation authority from Ambulance Fund contingency to Salaries & Wages and Fringe Benefits accounts in the Ambulance Fund due to the unanticipated change in accounting for year end payroll expenditures.

RECOMMENDATION:

Approval of the resolution making budgetary transfers for fiscal year 2015 - 2016

Attachments

Budget Transfer Resolution

RESOLUTION NO. 2016 - 45

A Resolution making budgetary transfers for fiscal year 2015 - 2016.

RECITAL:

Oregon Local Budget Law allows a governing body to amend an adopted budget by increasing an existing appropriation and decreasing another existing appropriation by a corresponding amount (ORS 294.463).

The City's July 15th payroll includes hours worked during the last week of the current fiscal year and first week of the next fiscal year (i.e., June 23rd through July 8th). The City's policy has been to record personnel services expenditures for June 23rd through June 30th, which is the City's fiscal year end, in July of the next fiscal year.

In previous years, the City had considered these expenditures to be immaterial and did not record a liability. However, as payroll costs are increasing, the City has now determined that it is appropriate to accrue personnel services costs incurred through June 30th. This accounting change was not anticipated when the 2015-2016 budget was prepared. As a result of the accrual, in several General Fund departments and the Ambulance Fund, actual personnel services expenditures may exceed appropriations for fiscal year 2015-2016. Appropriation transfers are not required in some General Fund departments, the Street Fund, Building Fund, Wastewater Services Fund, and Information Systems & Services Fund, as it appears that savings will be sufficient to offset the accrued personnel services costs in those departments. This resolution transfers appropriations from contingency to Salaries & Wages and Fringe Benefits accounts to ensure the City's compliance with Local Budget Law.

The City has determined that maintenance and lighting costs for the City's public parking structures and lots should be recorded in the General Fund instead of the Street Fund. This accounting change was not anticipated when the 2015-2016 budget was prepared. As a result of recording the costs in the General Fund, Administration Department, Materials and Services costs will exceed appropriations in that Department. This resolution transfers appropriation authority from contingency to the materials and services appropriation in the General Fund, Administration Department to ensure the City's compliance with Local Budget Law.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON that the following transfer of appropriation authority under the 2015 - 2016 City of McMinnville Adopted Budget is hereby made, to wit:

1. The following emergency need exists in the **GENERAL FUND, Administration, Finance, Planning, Fire, Parks & Recreation, Park Maintenance, and Library Departments**:

In the **Personnel Services** category due to unanticipated personnel services costs related to accrual of June 30, 2016 payroll expenditures and in the **Materials & Services** category due to the unanticipated transfer of parking lot maintenance and lighting costs to the General Fund.

	2016 Amended <u>Budget</u>	Budget <u>Amendment</u>	2016 Amended <u>Budget</u>
GENERAL FUND:			
Administration	\$ 885,311	20,000	\$ 905,311
Finance	724,344	5,000	729,344
Engineering	906,281		906,281
Planning	470,479	8,500	478,979
Police	7,438,263		7,438,263
Municipal Court	466,731		466,731
Fire	2,860,570	35,000	2,895,570
Parks & Recreation	2,450,159	8,000	2,458,159
Park Maintenance	1,015,615	8,000	1,023,615
Library	1,456,116	12,000	1,468,116
Special Payments	224,100		224,100
Transfers Out to Other Funds	2,126,202		2,126,202
Operating Contingency	<u>542,000</u>	<u>(96,500)</u>	<u>445,500</u>
Total General Fund	<u>\$21,566,171</u>	---	<u>\$21,566,171</u>

2. The following emergency need exists in the **AMBULANCE FUND:**

In the **Personnel Services** category due to unanticipated personnel services costs related to accrual of June 30, 2016 payroll expenses in the Ambulance Fund.

	2016 Amended <u>Budget</u>	Budget <u>Amendment</u>	2016 Amended <u>Budget</u>
AMBULANCE FUND:			
Personnel Services	\$ 3,071,748	90,000	\$ 3,161,748
Materials & Services	854,937		854,937
Capital Outlay	231,903		231,903
Transfers Out	312,834		312,834
Operating Contingency	<u>250,000</u>	<u>(90,000)</u>	<u>160,000</u>
Total Ambulance Fund	<u>\$ 4,721,422</u>	---	<u>\$ 4,721,422</u>

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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject: Appeal of Planning Commission
Decision

From: Doug Montgomery, Planning Director

AGENDA ITEM:

7:00 p.m. Public Hearing: Appeal of Planning Commission decision regarding proposed residential tentative subdivision plan.

BACKGROUND:

An application seeking approval of a twenty lot, single-family residential tentative subdivision plan was submitted to the McMinnville Planning Department on March 17, 2016, by CS Property Investments, LLC for property located at 2946 SW Redmond Hill Road, and more specifically identified as tax lot 1200, Section 24, T.4 S., R. 5 W., W. M. On the evening of April 12, 2016, the Planning Commission conducted a public hearing regarding this request and received testimony from the applicant, and a neighboring property owner, Mr. Roy Thompson. Following the close of the public hearing and deliberation, the Planning Commission voted unanimously to approve the subdivision request subject to the conditions as noted in the staff report. The Commission's approval was subject to a fifteen (15) day appeal period that extended through May 9, 2016. On May 5, 2016, an appeal was filed by Mr. Roy Thompson on behalf of his client, Anne Thompson. Anne Thompson owns land east of and adjacent to the site that is the subject of the subdivision request. On May 9, 2016, supplemental information was provided by Mr. Thompson in support of this appeal. All information related to this appeal is included in the City Council packet for your review and consideration.

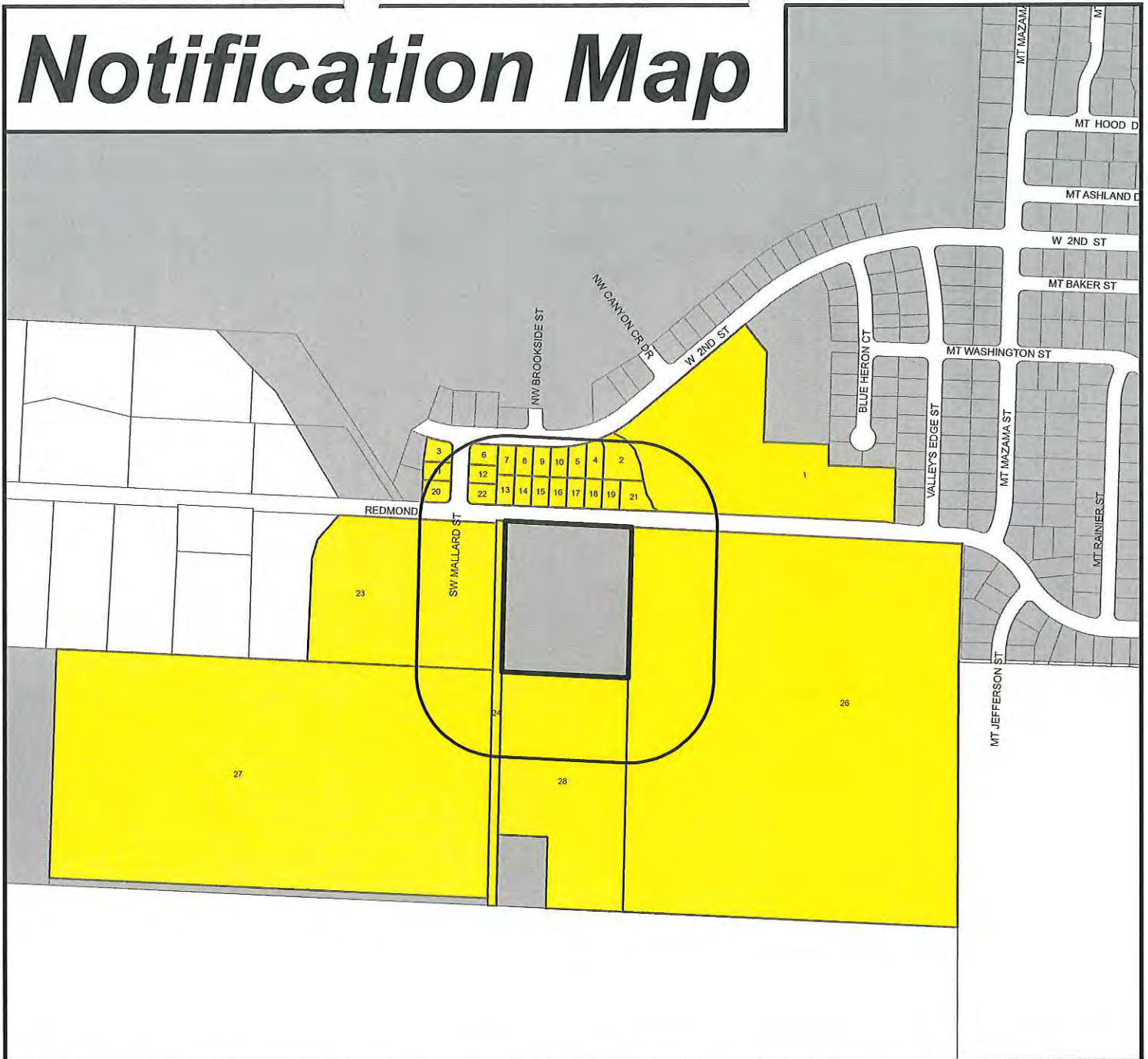
RECOMMENDATION:

The Planning Department recommends the City Council conduct a public hearing on this appeal, and, following the close of the hearing and based upon the testimony received and applicable findings of fact, vote to deny the appeal (thereby upholding the Planning Commission's decision), or reverse the Commission's decision and approve the appeal.

Attachments

Appeal (AP 1-16) Public Record

Notification Map



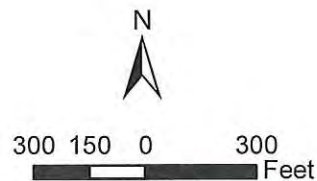
AP 1-16
 Anne Thompson is appealing the April 21, 2016
 decision of the McMinnville Planning Commission
 which approved CS Property Investment, LLC's
 tentative subdivision plan for the platting of
 20 single-family lots on a 5.4-acre parcel of land.

Recorded Owner:
 CS Properties, LLC
 PO Box 237
 McMinnville, OR 97128

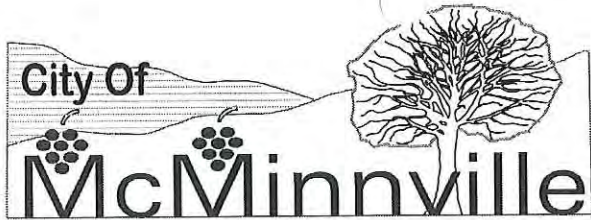


APPROVED BY: PLANNING COMMISSION
 CITY COUNCIL

ATTESTED TO BY: _____



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



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
 (503) 434-7311 Office ◦ (503) 474-4955 Fax
www.ci.mcminnville.or.us

Office Use Only:	
File No.	<u>AP1-16</u>
Date Received	<u>5-6-16</u>
Fee	<u>600.00</u>
Receipt No.	<u>16M0087</u>
Received by	<u>SP</u>

Appeal Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____
 Provided testimony prior to this appeal.

Applicant Name ANNE THOMPSON Phone (503) 381-9816
 Contact Name ROY THOMPSON Phone (503) 381-9945
(If different than above)
 Address 2700 SW REDMOND HILL RD
 City, State, Zip McMinnville, OR 97128
 Contact Email roythompson@comcast.net

Original Application Information

File No.: S1-16 CS Property Inv. LLC Review Body: McMinnville Planning Commission
 Decision: Approval Date of Decision: April 22, 2016
 Date Decision Mailed: April 22, 2016 Appeal Date Deadline: May 7, 2016
 Description of Original Application Request: Request for subdivision
Plan for 20 single-family lots on a
5.4 acre parcel of land at 2846 SW Redmond
Hill Rd. (see attachment)

Appeal of a decision made by the following review body is requested:

- PLANNING DIRECTOR (See Section 17.72.170 (Appeal from Ruling of Planning Director) of the Zoning Ordinance for further information.)
- PLANNING COMMISSION (See Section 17.72.180 (Appeal from Ruling of Planning Commission) of the Zoning Ordinance for further information.)

Please state in detail the basis for and issues raised in this appeal. You must identify the criteria and findings that you are appealing. Attach additional sheets as necessary.


see attached:

- ① Statement of Interest
- ② Basis for and Issues Raised in this Appeal
- ③ Email of Roy Thompson dated April 11, 2016 and email of Ron Pomeroy dated April 11, 2016
- ④ Approval of the tentative subdivision plan identified as S1-16. Approval granted by the McMinnville Planning Commission Thursday April 21, 2016

In addition to this completed application, the applicant must provide the following:

- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.


Appellant's Signature

5/6/16
Date

APPEAL APPLICATION
STATEMENT OF INTEREST

May 4, 2016

This appeal is on behalf of:

ANNE W. THOMPSON

Ms. Thompson is a property owner of land adjacent to the property at issue located at 2946 SW Redmond Hill Rd., McMinnville OR.

Ms. Thompson, through her attorneys, Thompson & Bogan, P.C., was a party to the initial proceedings before the Yamhill County Planning Commission.

BASIS FOR AND ISSUES RAISED IN THIS APPEAL

File No. S1-16

CS Property Investments, LLC

1. Appellant attended with McMinnville Planning Commission hearing on April 22, 2016 with her representative and attorney Roy B. Thompson.

At that hearing Appellant's attorney was giving oral testimony ¹ to the Commission and was cut off after touching on only a few of the points Appellant wanted entered into the record. The Commission, at that time, refused to hear oral testimony relating to Appellant's concerns regarding the proposed subdivision at 2946 SW Redmond Hill Rd (the subject site). Appellant's attorney was 'cut off' by the Chair.

Appellant takes issue with that treatment and requests a forum to adequately present her concerns regarding the proposed subdivision which is the subject of the above-referenced Subdivision application.

2. On April 22, 2016 the McMinnville Planning Commission voted to approve the subdivision plan that provided for the platting of 20 single-family lots on a 5.4 acre parcel of land at 2946 SW Redmond Hill Rd., hereinafter referred to as "The Application".

Appellant appeals that decision.

3. The criteria and findings being appealed are as follows:

A. In the body of the Planning Department Staff report in the description of the "SUBJECT SITE" it is note that the property to the east of the subject site is "**vacant land**". It is a fact that there is no 'vacant land' abutting to the east of the subject site. What is there is a farm which is currently a **working farm**. It is far from vacant and should not be referred to as such, and consideration to the functioning of a working farm should be made when the development of residential land comes to farm land.

B. 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 FOR IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY

¹ Testimony was the term used by the Planning Commission. This was not 'testimony' which is a sworn statement.

CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS TO URBAN LANDS WITHIN THE McMinnville Urban Growth Boundary.

A wall should be erected by the developer to prevent view and access to the farm from the subject property.

The property to the east of the property the subject of the application is 2700 SW Redmond Hill Rd., McMinnville (hereinafter referred to as ‘the farm’) and it is zone EFU-80 and as a farm the cultivators have the right to grow crops without a set-back right to the property line.

That property is currently being cultivated specifically for the purpose of legally growing marijuana. I, as owner of the farm, am responsible for preventing public access and viewing of the cultivation of marijuana.

This (public view) is not an issue at this time. There are very few residents of the subject site. However, by bringing up to 20 homes to the site, that is 20 homes which abut my farm and that creates a new responsibility which should be borne by the developer of the residential property, as that developer is the one bringing the development to the farm land.

Appellant is responsible for preventing access and view of marijuana. However, by bringing many new residents onto property which is adjacent to the farm, the developer is creating problems which cannot be addressed simply by the appellant maintaining the Oregon Liquor Control Commission (OLCC) required fencing. It has been appellant’s experience (specifically with the residents of the houses on the eastern edge of the farm, that residents feel they are entitled to use property which abuts their backyards. Appellant has stressed to neighbors that the farm is a working farm and therefore a dangerous place for adults and children too. However, those warnings are summarily ignored and the neighbors come and go as they please. To the point of tearing down the ‘No Trespassing’ signs and removing physical impediments to their access to the farm.

Were the developer to erect a wall between the subject property and the farm, many of these concerns would be alleviated and the conversion of the current rural nature of the subject property would be promoted and more orderly by maintaining the rural/urban divide.

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

The road in front of 2700 SW Redmond Hill Rd should be dedicated to the

City of McMinnville.

The City Planning Department's Staff Report does not address the issues created by the development of the subdivision without dedicating the road in from of 2700 SW Redmond Hill Rd. It is Appellant's understanding that half of the road (The northerly half) is a City road and the other half (the southerly half) is a county road. This discrepancy in the responsibility for management and maintenance of the road itself is integral to achieving compliance with GOAL VI, and the road should be dedicated to the City of McMinnville.

Water flowing over the City side of the road repeatedly washes out and renders unusable an access road to the farm which has cost me thousands of dollars to repair. The City and the County each point their fingers at the other, denying responsibility for the damage caused by the road. Now, this new development will add more water to that problem.

The dedication of the road from the county to the City would not require the commitment of new lands to the road system. That dedication would clarify who is responsible for the maintenance of the road, and issue which is cloudy, at best, at this time.

D. GOAL VI: transportation (see above C)

The sidewalk along Redmond Hill Rd should be completed.

This is a simple question of safety for pedestrians. As more people move into the subject site, there will be more automobile traffic and foot traffic along Redmond Hill Rd. If the sidewalk is not completed along the northerly boundary of 2700 SW Redmond Hill Rd pedestrians will increasingly come into contact with the increasing automobile traffic, possibly with deadly results. Additionally, as is common with new subdivisions, a fairly high percentage of the new residents will be children, again increasing the possibility of fatal collisions with automobiles.

E. Goal VII 1 (See B above) and Policies 99.00(1)-(5) et al in Conclusionary Findings for Approval in the Staff Report and Policy 142.00 providing for adequate storm water drainage.

There has been insufficient drainage planning relating to the proposed subdivision at the subject site.

Drainage. The City Planning Staff Report indicates that the Engineering Department has provided recommended conditions of approval for the increased drainage caused by the development of the subject site. However, the Appellant has heard this arguments before, specifically when the housing subdivision to the North and Northwest of the farm were allowed to go forward.

The result of those subdivisions has been washed out driveways (twice in the past few years the water flowing over the road has washed out the access driveway to the farms primary fields) and the north west portion of the farm's fields are now subject to regular flooding over the road from the subdivision to the northwest of the farm.

The appellant was told numerous times that the developer of those areas would not allow flooding to occur, however it is now a regular event.

The Staff Report points out in the description of the subject site, 'The site slopes generally to the south and east'. The farm is located on both the eastern boundary of the subject site and is to the south east of the subject property. The farm will bear the increased drainage from the subdivision. Developed property results in more water running to the street and adjacent property due to the increased hard scape and reduced vegetation of the developed property.

F. Goal VII 1 (See B above)

There should be a covenant not in the deeds to the subject site to ban the growth of marijuana.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

Mine is a working marijuana farm. Although there are no regulations prohibiting landowners from growing marijuana, there are also no regulations prohibiting covenants in deeds which restrict the usage of property. In fact, there is a long history of covenants in deeds prohibiting activities or uses of property for which there are no state-created regulations.

As the development is coming to my farm, there should be accommodation made for the continued economic usage of my farm, despite the change in usage of the adjacent property.

G. Goal VII 1 (See B above)

There should be setbacks from the property line for the residential property.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

Setbacks would create a buffer between the residential uses of the subject property and the current use of the farm. This is in the interest of safety (farms often use pesticides which might harm persons who come into contact with the pesticide without being forewarned) and in the interest of enjoyment of the property for the residents (farms are often noisy places using equipment, personnel, and farm practices which create noises and smells which residents could find objectionable).

H. Goal VII 1 (See B above)

Height restrictions.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

There should be height restrictions on the homes/building lots that can see over any wall and/or fence which is erected. Although the staff report summarily rejects this request based upon there not being a state requirement for height restrictions, height restrictions are routine in housing developments when the subject of 'view' of something comes into play. Appellant contends that the marijuana farm is not unlike the view of the ocean. When homeowners desire a view of the ocean it is routine to restrict the height of homes which others can build which would restrict the 'view' of current homeowners. This is the reverse. To require height restrictions for the new homes to be built on the subject property would maintain the enjoyment and use of the farm, which the loss of use which would result from the building of new homes in the subdivision.

I. Goal VII 1 (See B above)

Non-organic pesticide restrictions.

Goal VII provides for an orderly conversion of Urbanizable and Future Urbanizable Lands to Urban Lands.

It is in the interests of all involved to maintain a healthy environment. The Appellant has gone to great lengths to maintain the organic nature of the farm. Homeowners are notorious for not using pesticides and herbicides in accord with label instructions and the risk of those uses impacting the farm is great. It would not be unreasonable to restrict the use of non-organic pesticides by the future home-owners.

SUPPLEMENT TO
BASIS FOR AND ISSUES RAISED IN THIS APPEAL
AP1-16

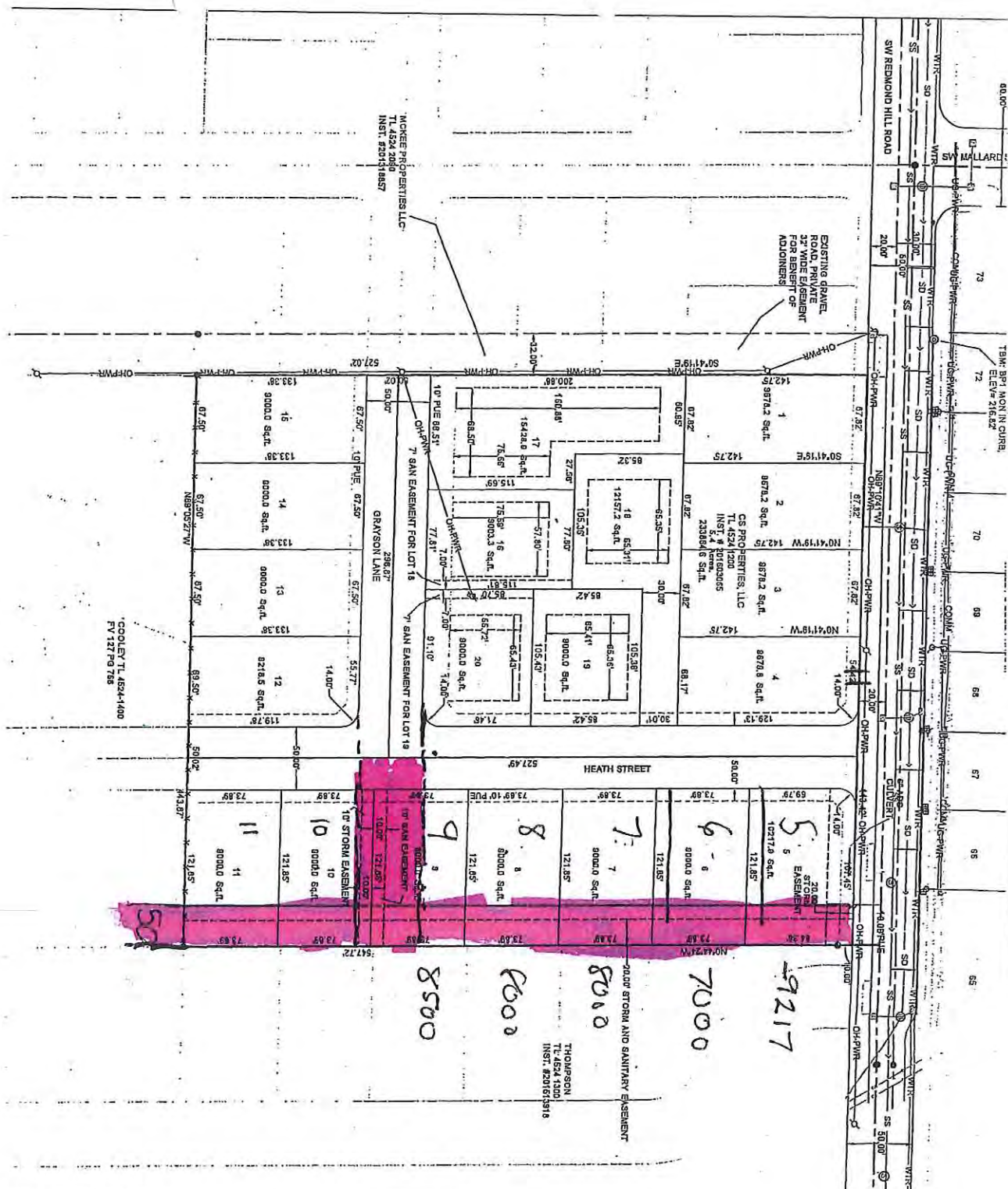
Permit Number : 16M0087
File No. S1-16
CS Property Investments, LLC

To supplement the Appeal, filed by Anne Thompson, owner of 2700 SW Redmond Hill Road, Appellant first directs the McMinnville Planning Commission to the attached map, dated March 17, 2016 and titled "Tentative Subdivision of Heiser Addition for: CS Property Investments, LLC, Proposed Lots, SE 1/4 Section 24, T.4 S., R. 5 W., WM., Yamhill County, Oregon" ("Map").

Appellant's property is located directly adjacent to the Eastern boundary of the proposed subdivision. A review of the Map indicates that the owner's proposed street addition, "Heath Street," could be easily moved to Eastern edge of the property, which would provide a buffer zone for the agricultural activities present and planned for on the Thompson Property. Moving Heath Street to the Eastern edge of the property would also comply with Goal VII as it would provide a setback/buffer zone between the proposed residential uses and the current agricultural use of the Thompson Property.

Additionally, moving Heath Street to the Eastern edge of the property would provide for and allow road access for future development of residential properties, and would continue to provide a setback/buffer zone between any future residential development and the agricultural use of the Thompson Property.

Finally, moving Heath Street to the Eastern edge of the property would not impact the available area nor the amount of lots for the proposed development.



**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED LOTS**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

SHEET 3 OF 4
JOB #1407

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John G. Newberg

OREGON
June 30, 1997
JOHN G. NEWBERG
2835
Renewable 12-31-2016

Newberg Surveying, Inc.
1205 NE Evans
McMinnville, OR 97128
(503)-474-4742 (971)-287-1956 Cell
(503)-474-3752 Fax newberg@vclink.com

Scale: 1" = 50' 1" contour interval
100'
50'

HORIZONTAL DATUM: LOCAL DATUM
VERTICAL DATUM: NAVD83
INTERNATIONAL FEET

Newberg Surveying

NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville City Council will hold a public hearing on the 28th day of June, 2016, 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:

DOCKET
NUMBER

AP 1-16 Anne Thompson is appealing the April 21, 2016 decision of the McMinnville Planning Commission which approved CS Property Investment, LLC's tentative subdivision plan for the platting of 20 single-family lots on a 5.4-acre parcel of land. The subject site is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

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 City Council in making a decision.

The City Council's decision on the above public hearing item must be based on findings that a specific set of criteria have been or have not been met. Testimony and evidence at the public hearing must be directed toward those criteria, which are generally as follows:

1. The goals and policies of the McMinnville Comprehensive Plan.
2. The requirements of McMinnville Ordinance No. 3380 (the Zoning Ordinance) with particular emphasis on Section 17.03.020 (Purpose), Chapter 17.53 (Land Division Standards), Chapter 17.72 (Applications and Review Process), and Chapter 17.74 (Review Criteria).

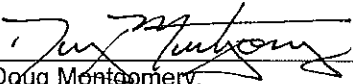
Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity to provide the City Council opportunity to respond to the issue, precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

The failure of the applicant to raise constitutional or other issues relating to denial or to proposed conditions of approval with sufficient specificity to allow this Council to respond to the issue precludes an action for damages in circuit court.

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.

For additional information contact Ron Pomeroy, Principal Planner, at the above address, or phone (503) 434-7311.

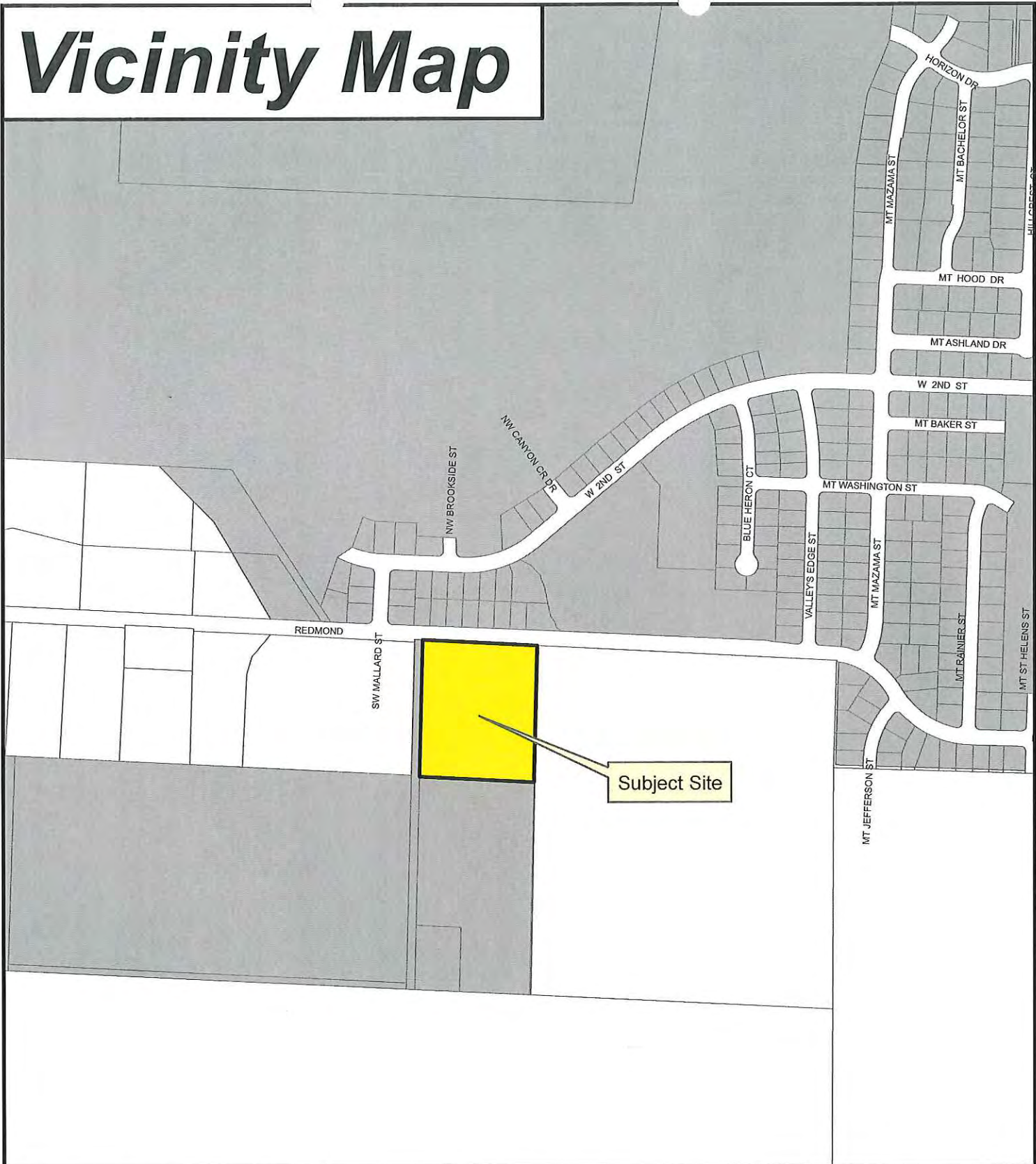
The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.



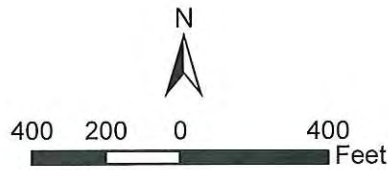
Doug Montgomery,
Planning Director

(Map of area on back)

Vicinity Map



Subject Site



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

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City	State	Zip
1	R4524 00803	2924 SW 2ND ST	MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE OR	OR	97128
2	R4524DB02800	2942 SW 2ND ST	TEAL CREEK	TEAL CREEK DEVELOPMENT LLC	PO BOX 137	ST PAUL OR	OR	97137
3	R4524DB01600	3008 SW 2ND ST	LYONS LORA	LYONS LORA MAE TRUST	3008 SW 2ND ST	MCMINNVILLE OR	OR	97128
4	R4524DB02700	2946 SW 2ND ST	GOLDEN STEVEN	GOLDEN CHRISTIE A	2946 SW 2ND ST	MCMINNVILLE OR	OR	97128
5	R4524DB02600	2950 SW 2ND ST	LIMESAND PIYAMART	LIMESAND DARRIN M	2950 SW 2ND ST	MCMINNVILLE OR	OR	97128
6	R4524DB02100	100 SW MALLARD ST	DAVIS JESSE	DAVIS JESSE W	100 SW MALLARD ST	MCMINNVILLE OR	OR	97128
7	R4524DB02200	2984 SW 2ND ST	CARNES WILLIAM	CARNES LYNN S	2984 SW 2ND ST	MCMINNVILLE OR	OR	97128
8	R4524DB02300	2970 SW 2ND ST	GAMBLE MICHAEL	GAMBLE MICHAEL S	2017 SE RHODODENDRON AVE	DALLAS OR	OR	97338
9	R4524DB02400	2962 SW 2ND ST	MILNE MELINDA	MILNE GEORGE M	2962 SW 2ND ST	MCMINNVILLE OR	OR	97128
10	R4524DB02500	2958 SW 2ND ST	PRIMROSE JAMES	PRIMROSE AUDREE L	2958 SW 2ND ST	MCMINNVILLE OR	OR	97128
11	R4524DB01700	137 SW MALLARD ST	SHAW KENNETH	SHAW GAIL C	137 SW MALLARD ST	MCMINNVILLE OR	OR	97128
12	R4524DB02000	118 SW MALLARD ST	FEASEL ANDREW	FEASEL LAVERNE A	118 SW MALLARD ST	MCMINNVILLE OR	OR	97128
13	R4524DB03600	2981 SW REDMOND HILL RD	VILAK ESTHER	VILAK-DIXON REVOCABLE LIVING TRUST 50%	PO BOX 190	SHERIDAN OR	OR	97378
14	R4524DB03500	2973 SW REDMOND HILL RD	HARLOW JORDAN	FULLER BRYNNA (WROS)	2973 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
15	R4524DB03400	2967 SW REDMOND HILL RD	EATON SHERMAN	EATON FAMILY TRUST	690 HERMOSA WAY	MENLO PARK CA	CA	94025
16	R4524DB03300	2961 SW REDMOND HILL RD	EDIE DAVID	EDIE JUDY T	2961 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
17	R4524DB03200	2955 SW REDMOND HILL RD	GUIDRY DANIEL	GUIDRY SHAWNA L	2955 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
18	R4524DB03100	2951 SW REDMOND HILL RD	BILBREY LORI	BILBREY MICHAEL K	2951 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
19	R4524DB03000	2947 SW REDMOND HILL RD	BARDESSONO BRUCE	WOFFORD DAWN (WROS)	2947 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
20	R4524DB01800	191 SW MALLARD ST	CARVER TOBY	CARVER DAWN R	191 SW MALLARD ST	MCMINNVILLE OR	OR	97128
21	R4524DB02900	2943 SW REDMOND HILL RD	MACPHERSON WILLIAM	MACPHERSON SANDRA	2943 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
22	R4524DB01900	164 SW MALLARD ST	BEGGS MILDRED	BEGGS REVOCABLE LIVING TRUST	164 SW MALLARD RD	MCMINNVILLE OR	OR	97128
23	R4524 01001	3120 SW REDMOND HILL RD	ROOT DAVID	ROOT DAVID P SR & DONNA M	3120 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
24	R4524 02090		MCKEE PROPERTIES LLC	ATTN MCKEE BRUCE	23350 SW MCKEE RD	AMITY OR	OR	97101
26	R4524 01300	2700 SW REDMOND HILL RD	THOMPSON ANNE	THOMPSON ANNE W	15938 SW QUARRY RD SUITE B6	LAKE OSWEGO OR	OR	97035
27	R4524 01600		SQUIRREL HILL	SQUIRREL HILL LLC	38 COUNTRY CLUB DR SW	LAKEWOOD WA	WA	98498
28	R4524 01400		COOLEY JAMES	COOLEY JAMES E & DEBORAH J	3030 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128
Owner	R4524 01200	2946 SW REDMOND HILL RD	CS PROPERTY	CS PROPERTY INVESTMENT LLC	310 OREGON ST	MCMINNVILLE OR	OR	97128
Applicant			ANNE THOMPSON	ROY THOMPSON	2700 SW REDMOND HILL RD	MCMINNVILLE OR	OR	97128

Date Sent 8/10/16

Sent By

[Signature]



230 NE Second Street • McMinnville, Oregon 97128 • www.ci.mcminnville.or.us

April 22, 2016

Denny Elmer
CS Property Investments, LLC
PO Box 237
McMinnville, OR 97128

RE: S 1-16, request for approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Dear Mr. Elmer:

This is to advise you that, at a meeting of the McMinnville Planning Commission on Thursday, April 21, 2016, your application for the above proposal was presented and carefully studied.

Based on the material submitted, the testimony received, the findings of fact, and the conclusionary findings for approval, the Planning Commission voted to approve your request (S 1-16), subject to the following conditions:

1. Extension agreements as necessary are required for water and electric services to the site which shall include development fees and engineered/approved drawings. The applicant shall contact McMinnville Water and Light for details. The applicant shall also fill out a Subdivision Design application and pay applicable design fees.
2. The applicant install fire hydrants to serve this development, as may be required by the McMinnville Fire Department. Also, that if fire hydrants are required, they shall be in working order prior to the issuance of building permits.
3. All existing structures shall be demolished (with appropriate permits from the Building Division) prior to recording of the subdivision plat.
4. If the property owner wishes a one-year extension of the Commission's approval of this tentative plan under the provisions of Section 17.53.075 (Submission of Final Subdivision Plat) of the McMinnville Zoning Ordinance, a request for such extension must be filed in writing with the Planning Department a minimum of 30 days prior to the expiration date of this approval.
5. The final plat shall include 10-foot utility easements along both sides of all public rights-of-way for the placement and maintenance of required utilities.
6. The final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts.

Planning Department
231 NE Fifth Street, McMinnville, OR 97128
(503) 434-7311 FAX (503) 474-4955

7. The applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
8. The applicant shall submit evidence that all fill placed in the areas where building sites are expected is engineered. Evidence shall meet with the approval of the City Building Division and the City Engineering Department.
9. The required public improvements shall be installed to the satisfaction of the responsible agency prior to the City's approval of the final plat. Prior to the construction of the required public improvements, the applicant shall enter into a Construction Permit Agreement with the City Engineering Department, and pay the associated fees.
10. The applicant shall submit a draft copy of the subdivision plat to the City Engineer for review and comment which shall include any necessary cross easements for access to serve all the proposed parcels, and cross easements for utilities which are not contained within the lot they are serving, including those for water, sanitary sewer, storm sewer, electric, natural gas, cable, and telephone. A current title report for the subject property shall be submitted with the draft plat. Two copies of the final subdivision plat mylars shall be submitted to the City Engineer for the appropriate City signatures. The signed plat mylars will be released to the applicant for delivery to McMinnville Water and Light and the County for appropriate signatures and for recording.
11. Any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.
12. Park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
13. Geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

TRANSPORTATION

14. The final plat shall reflect that direct vehicular access to SW Redmond Hill Road for proposed lots 4 and 5 is not permitted.
15. SW Redmond Hill Road shall be improved to City standards to include installation of a 5' wide sidewalk and 5' wide park strip meeting the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance.
16. The interior streets shall be improved with a 28-foot wide paved section, 5-foot wide curbside planting strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way, as required by the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance for local residential streets.
17. Street grades and profiles shall be designed and constructed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be constructed to meet PROWAG requirements.

Page 3

18. The applicant shall coordinate the location of clustered mailboxes with the Postmaster, and the location of any clustered mailboxes shall meet the accessibility requirements of PROWAG and the State of Oregon Structural Specialty Code.
19. The applicant shall install barricades at the southern terminus of proposed SW Heath Street and the western terminus of proposed SW Grayson Lane, consistent with City standards. The barricades shall include signage with text stating: "This Street is planned for extension to serve future development."
20. On-street parking will not be permitted within a 30-foot distance of street intersections measured from the terminus of the curb returns.
21. The City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.
22. The applicant shall submit cross sections for the public street system to be constructed. Cross sections shall depict utility location, street improvement elevation and grade, park strips, sidewalk location, and sidewalk elevation and grade. Said cross sections shall be submitted to the City Engineer for review and approval prior to submittal of the final plat. All such submittals must comply with the requirements of Section 17.53.070(G)(1) (Submission of Tentative Subdivision Plan) of the McMinnville Zoning Ordinance and must meet with the approval of the City Engineer.
23. The applicant shall obtain all necessary permits from the Yamhill County Public Works Department for the work in Redmond Hill Road, and shall construct any improvements to Redmond Hill Road required by the County Engineer.
24. Upon completion of the subdivision utility work, the applicant shall complete an overlay of SW Redmond Hill Road as directed by the City Engineer and County Engineer.

SANITARY SEWER

25. A detailed, engineered sanitary sewage collection plan, which incorporates the requirements of the City's adopted Conveyance System Master Plan, must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved sanitary sewage plan must be reflected on the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
26. The existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian. \

STORM DRAINAGE

27. A detailed, engineered storm drainage plan, which satisfies the requirements of the City's Storm Drainage Master Plan must be submitted to and approved by the City

Denny Elmer
RE: S 1-16
April 22, 2016

Page 4

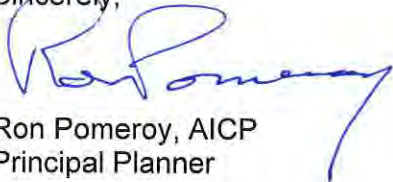
Engineering Department. Any utility easements needed to comply with the approved plan must be reflected on the final plat.

28. If the final storm drainage plan incorporates the use of backyard collection systems and easements, such systems must be private rather than public, and private maintenance agreements for them must be approved by the City prior to the City's approval of the final plat. The maintenance agreements shall include requirements that drainage channels / facilities within the storm drainage easements shall be kept in their designed condition, and that no fill or other construction activities (including the construction of fences) will be allowed within those areas.
29. No additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
30. No additional storm drainage runoff shall be conveyed to the existing drainage facilities along SW Redmond Hill Road unless the existing downstream constrictions are corrected.
31. Prior to the construction of any private storm facilities, the applicant shall obtain the necessary permits from the City's Building Division.

Pursuant to the Zoning Ordinance of the City of McMinnville, an application approved by the Planning Commission may be appealed within 15 (fifteen) days of the date of this letter. If no appeal is filed with the Planning Department on or before May 9, 2016, the decision of the Planning Commission will be final.

If you have any questions regarding this matter, please feel free to contact me at (503) 434-7311.

Sincerely,



Ron Pomeroy, AICP
Principal Planner

RP/msd

c: Lucetta Elmer, CS Property Investments, LLC, PO Box 237, McMinnville, OR 97128
Roy B. Thompson, Thompson Bogran, P.C., 5 Centerpointe Dr., Suite 400A, Lake Oswego, OR 97035

4. Public Hearing (Quasi Judicial)

- **Docket S 1-16**

Request: Approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land.

Location: 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M

Applicant: CS Property Investments, LLC

Chair Stassens called the public hearing to order at 6:40 p.m. and called for abstentions, objections to jurisdiction, and disclosures. There were none. Three Planning Commissioners disclosed that they had visited the subject site. There being no abstentions or objections to jurisdiction, Chair Stassens requested the staff report.

Mr. Pomeroy referred to the staff report and the application and entered a new exhibit (Exhibit 10) into the record; an email received by the Planning Department from Mr. Roy Thompson on April 12, 2016, a copy of which was provided to each Commissioner. Mr. Pomeroy stated that it was a straight forward subdivision proposal and mentioned that the application met, or could meet, all applicable requirements and that staff was recommending approval subject to conditions as noted in the staff report.

Commissioner Morgan asked if the proposed two streets looked like they were located and designed in a fashion that would connect to the adjacent properties in the future.

Mr. Pomeroy replied that they were appropriately sized and located and that the applicant provided a shadow plat reflecting how adjacent properties could be served by the proposed streets.

Chair Stassens asked if there were any other questions for staff, and there were none. She then asked for the applicant's testimony.

Lucetta Elmer, P.O. Box 237, McMinnville, a member of CS Properties, stated that the proposal complied with all requirements and that the applicant concurred with staff's recommendation.

Chair Stassens asked if there were any questions from the Commission and there were none. She then asked if there was anyone else who would like to testify in favor of the request and there were none.

Chair Stassens called for any persons that would like to testify in opposition to the request.

Roy Thompson, 5 Centerpointe Drive, Suite 400A, Lake Oswego, referenced the email that had been provided to the Commission and stated that he found it procedurally problematic that the representative that previously spoke (Lucetta Elmer) was not a member of the LLC listed on the application but that it didn't matter to his client since they were not opposed to the request but were instead concerned about it. Mr. Thompson proceeded to address each of the items in succession as noted in his email. He requested that a condition be applied to this subdivision's approval that the developers create a buffer zone on their site so not to encroach on his client's farmland. He noted that if they did not provide this that his client would need to create a barrier which would be very expensive and, since his client's agricultural use would be utilizing organic

pesticides, there could be a potential danger to the residents and their children without such a buffer. Mr. Thompson also noted that the road in front of 2700 SW Redmond Hill Road (his client's property) was currently a county road and since the proposed development was in the city, they would like the County road dedicated as a City road so there would be easy access to and from the city. Mr. Thompson stated that it would also be the City's responsibility to maintain the road given that the proposed subdivision was within the city limits.

Chair Stassens intervened that the road dedication did not pertain to the application and that the Commission had read his entire email and it had been entered in the record so there was no need to reiterate it.

Mr. Thompson mentioned that he was just making sure that it was in the record but that if the Commission could see that everything in the letter was adequately in the record, than his letter qualified as testimony. He then asked if there were any questions.

City Attorney David Koch reinforced Chair Stassens statement that since Mr. Thompson entered written testimony, that testimony had been entered into the record and did not need to be read in order to enter it.

Mr. Thompson said that he understood and would step down if there were no further questions.

Chair Stassens asked for any questions from the Commissioners.

Commissioner Hall addressed Mr. Thompson's concern about the barrier issue and mentioned that he wasn't persuaded that there was some danger in residents seeing a marijuana field. He then asked if that was the concern or if the safety issue in regard to the use of pesticides, or both, were a concern.

Mr. Thompson stated that it was both in a sense because while the visual issue didn't pose a danger, it was more a matter of the cost of the security at a marijuana facility. Since it was the law that there would be a visual barrier from adjacent properties, it was the grower's responsibility to visually obscure the crop from outside viewers so it would not be an attractive element, given the potential crop value.

Chair Stassens said that it is required by law for the marijuana growers to do that.

Mr. Hall said he understood the law but felt that Mr. Thompson was trying to transfer the grower's responsibility to the applicant.

Mr. Thompson said he was not sure whose responsibility it was when development occurred close to the existing growing operation since the grower already obscured the site, so he felt the responsibility was questionable.

Chair Stassens asked for any other questions.

Commissioner Morgan was curious if the 37 acres were currently under cultivation of marijuana.

Mr. Thompson replied that under law they couldn't really do that. He continued by stating that multiple one-acre growers are allowed on the same site, so the whole 37 acres could become a grow operation.

Commissioner Morgan asked if there was currently marijuana being grown on the property.

Mr. Thompson said there was.

Commissioner Morgan then asked if it was adjacent to the proposed subdivision.

Mr. Thompson said it wasn't adjacent and that it had been moved as far as possible from view from any point around the property and that it will continue to move in that direction as the operation expands.

Chair Stassens thanked the applicant and asked for any more statements in opposition to proposal. There were none.

No person that participated in the hearing requested the record remain open or be continued for further testimony. The applicant waived the seven day time period allowed for submittal of further testimony in support of the application and Chair Stassens closed the public hearing at 6:58 p.m.

Commissioner Morgan mentioned that he liked that the idea that the lots were larger than most, although it may not be the most effective use of land.

Commissioner Hall did not see a problem with the application.

Commissioner Tiedge also did not see a problem and felt that the adjoining farmer was responsible for their own operation and didn't get to impose that burden on anyone else.

Commissioner Geary agreed with what had been mentioned so far and believed it was a great step in the development of a growing city, and the issues raised were not relevant to what was in the staff report.

Commissioner Thomas commented that the application was complete and it would be a nice addition to the city.

Commissioner Morgan MOVED based on the findings of fact, the conclusionary findings for approval, and materials submitted by the applicant to APPROVE S 1-16 subject to the conditions of approval listed in the staff report; SECONDED by Commissioner Hall. The motion passed unanimously.

5. Public Hearing (Quasi Judicial)

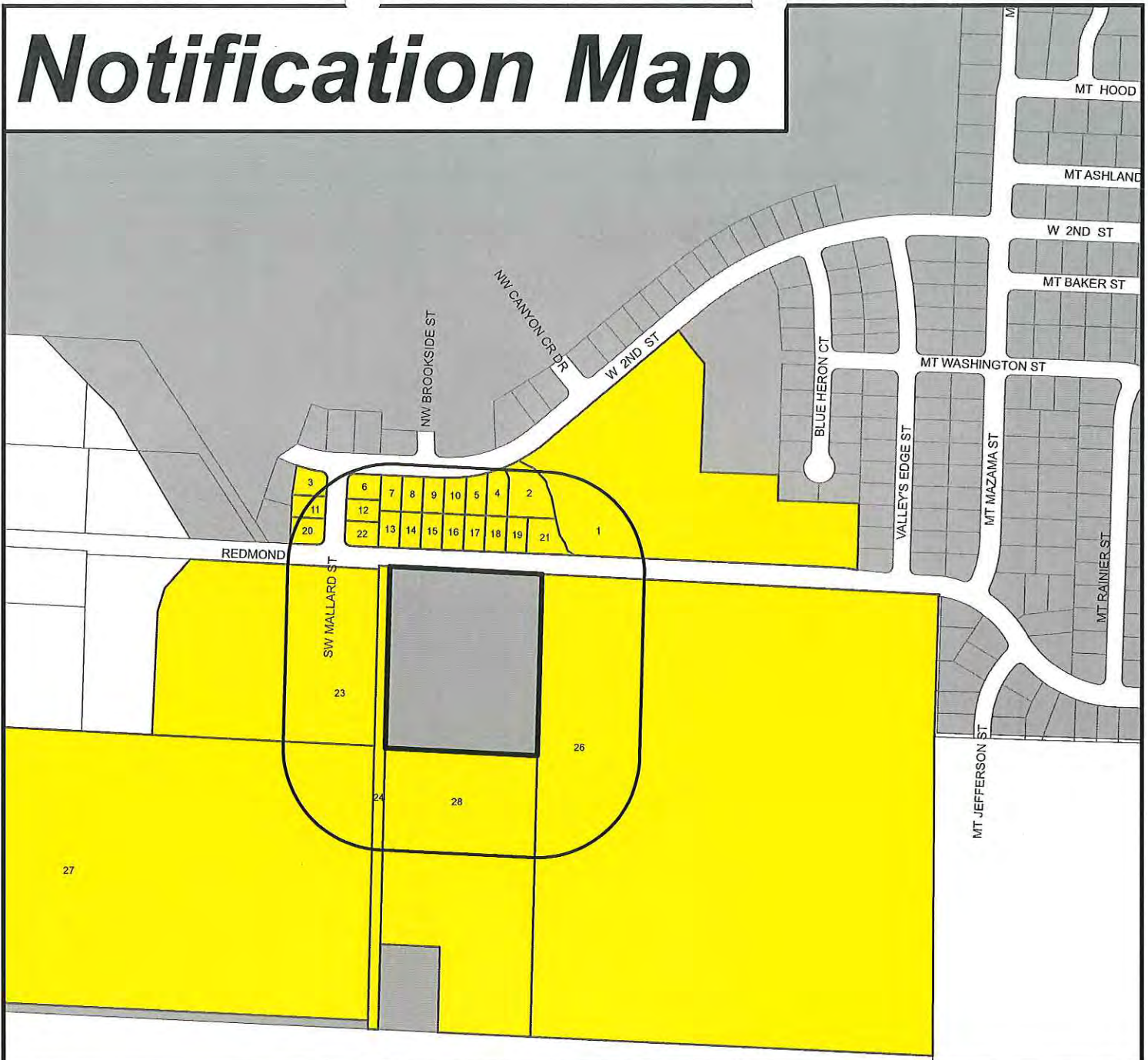
- **Docket VR 1-16**

Request: Approval of a variance to Section 17.60.060 (Spaces-Number Required) of the McMinnville Zoning Ordinance to permit a reduction in the number of required off-street parking spaces for an existing professional office building (from 29 to seven spaces).

Location: 435 NE Evans Street and is more specifically described as Tax Lot 2400, Section 21BC, T. 4 S., R. 4 W., W.M.

Applicant: Bill Gee

Notification Map



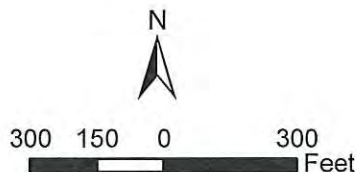
S 1-16
CS Property Investments, LLC is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land.

Recorded Owner:
CS Property Investments, LLC
PO Box 237
McMinnville, OR 97128



APPROVED BY: PLANNING COMMISSION
CITY COUNCIL

ATTESTED TO BY: _____



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

Request: Approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land.

Location: 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

Applicant: CS Property Investments, LLC

EXHIBITS

1. Staff Report and Findings of Fact
2. S 1-16 Application and Fact Sheets
3. Attachments submitted by the applicant:
 - a. Conceptual Plan Cover Sheet
 - b. Conceptual Street Plan
 - c. Conceptual Utility Plan
 - d. Proposed Shadow Plat
 - e. Proposed Shadow Plat with Aerial Photo
 - f. Existing Conditions Map
 - g. Tentative Subdivision Plan ("Heiser Addition")
 - h. Tentative Subdivision Plan with Existing Topography
 - i. Preliminary Title Report including Legal Description
4. Vicinity Sketch
5. Affidavit of Publication
6. Notification Map
7. List of property owners to whom notice was sent
8. Referrals
9. Email from Roy Thompson dated April 11, 2016

SUBJECT SITE

The subject site comprises 5.4 acres and is rectangular in shape and is adjacent to the south side of SW Redmond Hill Road. Situated within the central portion of the property is a single-family dwelling and outbuildings. The site slopes generally to the south and east and gains access to SW Redmond Hill Road by way of a private drive located near the northeast corner of the property.

Single-family residential uses located on large parcels abut the site to the west and south with vacant land located adjacent to the east. To the north, across SW Redmond Hill Road, is the Valley's Edge Phase III single-family residential neighborhood. There are several mature trees surrounding and north of the existing residence.

The subject site and land to the south and west is designated Residential on the comprehensive plan map and zoned R-1 (Single-Family Residential). Land to the north is

also designated Residential on the comprehensive plan map and zoned R-2 PD (Single-Family Residential Planned Development) with land to the east being located outside of the of the McMinnville urban growth boundary (UGB) and designated as EF-80 (Exclusive Farm Use – 80-acre minimum) on the Yamhill County zoning map.

OBSERVATIONS

- The applicant has submitted a subdivision application requesting approval of a tentative subdivision that, if approved, would provide for the platting of 20 single-family residential lots on a 5.4-acre parcel of land. The Planning Commission's role with this application is to approve, approve with conditions, or deny the submitted tentative subdivision application.
- The tentative subdivision plan proposes the creation of 20 residential lots ranging in size from 9,000 square feet to approximately 15,429 square feet. This range of lot sizes and the proposed single-family housing type are both consistent with the requirements of the R-1 (Single-Family Residential) zone. All of the lots are proposed to be rectangular in shape with two exceptions: lots 17 and 18 which are proposed to be "L" shaped as a function of the proposed street layout and the dimensions of the site. The existing house and outbuildings are proposed to be removed prior to final platting of the proposed subdivision.
- Lot numbers 1 through 3 are proposed to be provided access by SW Redmond Hill Road in similar fashion to the existing single-family residential lots located directly north of SW Redmond Hill Road. All other lots within the subdivision are proposed to front local public streets identified as Heath Street and Grayson Lane (Exhibit 3g) and would be designed and built to city standards as articulated below.
- Land to the south and west is located within the existing McMinnville urban growth boundary (UGB) while land to the east is located outside of the UGB and subject to Yamhill County rural zoning requirements. When considering the current subdivision request, it is important for the applicant to demonstrate how its approval would not prevent or otherwise compromise the ability of nearby lands within the UGB to develop to urban densities in the future. Toward this, the applicant has provided a shadow plat (Exhibits 3d) demonstrating how adjacent properties could be served by extensions of the proposed rights-of-way to the south and east. A shadow plat is conceptual only and is a non-binding convention demonstrating the continued opportunity of urban development on nearby lands with approval of this proposal.
- The site slopes downward to the east and south (Exhibit 3f). Comments are provided by the Engineering Department below to address concerns and requirements related to resultant storm water collection and conveyance that may result from the proposed development of this site.

- While the applicant does not identify the type, size, or condition of the trees located on the subject site, they can be clearly seen on the aerial overlay maps provided as part of the applicant's submittal. Where staff would typically address the opportunity of tree retention on a subdivision development site, the locations of these trees are largely within the proposed rights-of-way and building envelopes of the proposed lots. Staff contends that, in this instance, their retention is not practicable.
- The City of McMinnville Engineering, Building, Police and Parks Departments; McMinnville Fire Department and Public Works Department, City Manager; City Attorney; McMinnville School District No. 40; McMinnville Water and Light; Wastewater Services; Yamhill County Planning Department, and County Public Works; Frontier Communications; Comcast Cable; and, Northwest Natural Gas have reviewed this request.

Comments received from public agencies included the following:

McMinnville Water and Light

- An Extension Agreement is required for water and electric services to the site and shall include: development fees, engineering/approved drawings, etc. Contact McMinnville Water and Light for details.
- Applicant must fill out Subdivision Design Application and pay applicable design fees.

Building Department

- Geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

Engineering Department

▪ TRANSPORTATION

The proposed subdivision is located adjacent to and south of SW Redmond Hill Road, across from the recently completed Valley's Edge Phase III subdivision development. As part of the Valley's Edge Phase III improvements, SW Redmond Hill Road was fully improved, including a 36' wide paved section (curb to curb width) and curb and gutter on both sides of the roadway.

Per City records, there is currently 11' between the southern curb line of SW Redmond Hill Road and the existing southern right-of-way line along the proposed Heiser Addition subdivision frontage. That distance will facilitate the installation of a 5' wide sidewalk and 5' wide park strip meeting the City's Land Division Ordinance standards, and no additional right-of-way dedication along Redmond Hill Road will be required.

The proposed subdivision improvement plans indicate that the existing Redmond Hill Road pavement will be cut in a number of locations (8) to facilitate the installation of utilities to serve the proposed lots. Given the location and number of utility trench pavement cuts, an overlay of Redmond Hill Road will be required as part of the subdivision improvements.

As proposed, the interior streets in the subdivision (SW Heath Street and SW Grayson Lane) will be constructed to the Local Residential street standard included in the City's Land Division Ordinance, including a 28-foot-wide paved section with curb and gutter, five-foot-wide curbside park strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way.

The "Street Typical Section" provided on Sheet 2 of the application drawings indicates a proposed street section including 4" thick class "C" asphalt concrete pavement. Staff notes that the plans should be modified to reflect the City's standard section for residential streets, including 3" of Level 2, 1/2" dense warm mix asphalt concrete (WMAC).

Street profiles were not included with the subdivision application materials. Staff would note that the street grades and profiles shall be designed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be designed to meet PROWAG requirements (diagonal ramps are not allowed).

▪ SANITARY SEWER

There is an existing 8" sanitary sewer mainline in SW Redmond Hill Road along the subject property's frontage. The proposed plans indicate that an 8" sanitary mainline will be installed along the subdivision's eastern boundary to serve the proposed subdivision lots. The plans shall be revised so that any public sanitary sewer lines are located within the public right-of-way. The sanitary sewer mainline shall be designed to facilitate the extension of service to adjacent properties within the City's Urban Growth Boundary.

The subdivision application materials indicate that the existing house on the property is served by a septic system. The existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian.

▪ STORM DRAINAGE

The existing topography of the site is such that most of the site area naturally drains to the east or to the southeast.

The proposed plans indicate that site storm drainage will be collected and conveyed to the existing storm drainage ditch and facilities to the north along SW Redmond Hill Road. Staff notes that at times, during heavy rain events, the capacity of the existing facilities along Redmond Hill Road are exceeded, and storm water backs up into SW Redmond Hill Road. The applicant's storm

drainage plans shall be revised to reflect the construction of a storm drainage conveyance system that conveys the storm water to the south / southeast. Alternatively, the known downstream constrictions in the SW Redmond Hill Road system must be corrected by the applicant prior to any discharge to that system. If the SW Redmond Hill Road system is used, flows from the subdivision will be limited to pre-development rates.

- Testimony from Roy Thompson on behalf of Anne Thompson was received by email on April 11, 2016 (Exhibit 9). Anne Thompson owns an approximately 37.4-acre parcel of land located adjacent to and east of the subject site. Staff offers the following responses to each of the numbered items in the email as follows:

1. "ERRECT A WALL: The property at 2700 Redmond Hill Rd. is currently being used for agricultural purposes, specifically growing Marijuana. This growth would be able to be viewed by the residents of the subdivision. OAR 845-025-140 Producer Security Requirements, indicate that a producer must prevent public access and obscure from public view all areas of marijuana production. For this reason, the developers should be require (sic) to put up a wall/fence along the border with our property that would obscure the view of the marijuana growth and prevent access to the property from the new residents, as they are changing the nature of the adjacent property. This proposal unless handled properly will interfere with Mrs. Thompson use and enjoyment of her property."

Response: Staff contends that any such obligation to provide a wall, fence or any other sight obscuring element relative to the growing of marijuana is incumbent on that owner/operator and not upon adjacent or other property owners.

2. "DEDICATE THE ROAD: The road in front of our property must now be a city road and should be so dedicated as there is now dense residential city development, on three sides of the property."

Response: That portion of SW Redmond Hill Road adjacent to the north boundary of the Thompson property is under the jurisdiction of Yamhill County. There are other roads in McMinnville that are also under County jurisdiction and adjacent to "dense" residential development, such as Hill Road. The jurisdiction of Redmond Hill Road has no bearing on the subdivision application before the Commission.

3. "COMPLETE THE SIDEWALK: As a safety measure, the developers should be require (sic) to finish the sidewalk to the property, at their expense, that ends at our northerly boundary. Otherwise there will no sidewalk raising a safety issue for pedestrian walking and biking along the road."

Response: As noted in the recommended conditions of approval for this request, the developer will be required to complete improvements along the site's northern frontage adjacent to SW Redmond Hill Road to include installation of a 5-foot wide sidewalk and a 5-foot wide park strip meeting the City's Land Division Ordinance

standards. Offsite improvements further to the east and along the north side of the Thompson property will not be incumbent on the applicant. Such improvements would occur adjacent to that land at the time of urban development or as directed by Yamhill County (see response above).

4. "DRAINAGE: There is a major drainage problem that was supposed to be attended to when the development across the street was put in and allowed. Once again the road has flooded and our driveway destroyed and rendering the property inaccessible from Redmond Hill road until we can effectuate repairs. As you know, development of roads create water runoff at a greater pace and that has happened here. Now the subdivisions and development are causing much greater runoff in the spring which destroys the road into our property. This new subdivision will only make the problem worse and cause greater expense for us in the future. As it stand (sic) now, we have to repair the road that this runoff destroyed this year."

Response: To address storm water flows that may result from the proposed development, the Engineering Department has provided recommended conditions of approval specific to possible backyard collection systems and easements, prohibition of storm drainage runoff onto adjacent properties without sufficient easements, and additional storm drainage runoff potentially conveyed to the existing drainage facilities along SW Redmond Hill Road (see recommended conditions of approval below). Together these conditions drafted by the City Engineer adequately address matters related to storm water relative to the proposed subdivision.

5. "COVENANT NOT TO GROW: Because we are a working farm, we will come into natural conflict with the urban dwellers. There show (sic) be a covenant in the subdivision that there be no medical or recreational growth of this product and or hemp so as to avoid plants that could ruin the agricultural operation. Any plants that could cross pollinate the farm grow should be banned from the subdivision."

Response: Regulations regarding the legal growing of marijuana in Oregon are administered by the Oregon Liquor Control Commission (OLCC) and the Oregon Health Authority (OHA). There exist no regulations prohibiting landowners from growing marijuana in a situation such as that described by Mr. Thompson and staff does not support creating one.

6. "SETBACKS: There should be reasonable setbacks from any residential property/housing from the farming operation. How much buffer is to be determined, however farming operation use organically approved pesticides. It cannot be that the future residents will complain about legitimate farming operations, or the use of legal products to pursue that."

Response: There is no local land use regulation requiring additional building setbacks from property lines due to adjacent farming uses. Neither is there a

local history of requiring such through Planned Development approvals or other land use mechanisms. Staff does not support the creation of such a standard.

7. "HEIGHT RESTRICTIONS: There may need to be height restrictions on the homes/building lots that can see over the wall and onto the property or we cannot prevent the visual obstruction that may be required for Marijuana production."

Response: Any State requirement regarding provision of a visual barrier from marijuana growing, production and/or processing would be incumbent on that facility's owner, not adjacent land owners.

8. "DEED RESTRICTIONS: Covenants to prevent any such issues should be contained within deeds to the lots and run with the land."

Response: See above comments regarding exactions/restrictions on adjacent land.

9. "NON ORGANIC PESTICIDE RESTRICTIONS: Since the farm is an organic grow fact (sic) the residential development should also be restricted from using any products which might threaten the organic designation of the property. Please consider the water runoff possibilities here."

Response: This concern is a private matter between property owners and not a public land use issue related to the requested subdivision approval.

- Notice of this request was mailed to owners of properties within 300 feet of the subject site. As of the date this report was written, one written comment regarding this application had been received by the Planning Department, that being the email from Mr. Thompson referenced previously in this report and identified as Exhibit 9.
- The findings of fact and conclusionary findings are attached to this report as Exhibit "A" and are, by this reference, incorporated herein.

RECOMMENDATION

Staff supports this request as it meets the applicable requirements of the McMinnville Comprehensive Plan and Zoning Ordinance as discussed above and as detailed in the attached findings of fact. Approval of this project would help to facilitate development of single-family detached housing in an area that is currently experiencing ongoing residential development.

Based on the materials submitted by the applicant, the findings of fact, and the conclusionary findings for approval, staff recommends that S 1-16 be approved subject to the following conditions:

1. That extension agreements as necessary are required for water and electric services to the site which shall include development fees and engineered/approved drawings. The applicant shall contact McMinnville Water and Light for details. The applicant shall also fill out a Subdivision Design application and pay applicable design fees.
2. That the applicant install fire hydrants to serve this development, as may be required by the McMinnville Fire Department. Also, that if fire hydrants are required, they shall be in working order prior to the issuance of building permits.
3. That all existing structures shall be demolished (with appropriate permits from the Building Division) prior to recording of the subdivision plat.
4. That if the property owner wishes a one-year extension of the Commission's approval of this tentative plan under the provisions of Section 17.53.075 (Submission of Final Subdivision Plat) of the McMinnville Zoning Ordinance, a request for such extension must be filed in writing with the Planning Department a minimum of 30 days prior to the expiration date of this approval.
5. That the final plat shall include 10-foot utility easements along both sides of all public rights-of-way for the placement and maintenance of required utilities.
6. That the final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts.
7. That the applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
8. That the applicant shall submit evidence that all fill placed in the areas where building sites are expected is engineered. Evidence shall meet with the approval of the City Building Division and the City Engineering Department.
9. That the required public improvements shall be installed to the satisfaction of the responsible agency prior to the City's approval of the final plat. Prior to the construction of the required public improvements, the applicant shall enter into a Construction Permit Agreement with the City Engineering Department, and pay the associated fees.
10. That the applicant shall submit a draft copy of the subdivision plat to the City Engineer for review and comment which shall include any necessary cross easements for access to serve all the proposed parcels, and cross easements for utilities which are not contained within the lot they are serving, including those for water, sanitary sewer, storm sewer, electric, natural gas, cable, and telephone. A current title report for the subject property shall be submitted with the draft plat. Two copies of the final subdivision plat mylars shall be submitted to the City Engineer for the appropriate City signatures. The signed plat mylars will be released to the applicant for delivery to McMinnville Water and Light and the County for appropriate signatures and for recording.
11. That any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.

12. That park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
13. That geotechnical engineering design foundations shall be required for each lot as part of building permit submittal.

TRANSPORTATION

14. That the final plat shall reflect that direct vehicular access to SW Redmond Hill Road for proposed lots 4 and 5 is not permitted.
15. That SW Redmond Hill Road shall be improved to City standards to include installation of a 5' wide sidewalk and 5' wide park strip meeting the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance.
16. That the interior streets shall be improved with a 28-foot wide paved section, 5-foot wide curbside planting strips, and five-foot-wide sidewalks placed one foot from the property line within a 50-foot right-of-way, as required by the City's land division requirements of Chapter 17.53 (Land Division Standards) of the McMinnville Zoning Ordinance for local residential streets.
17. That street grades and profiles shall be designed and constructed to meet the adopted Land Division Ordinance standards and the requirements contained in the Public Right-of-Way Accessibility Guidelines (PROWAG). Additionally, corner curb ramps shall be constructed to meet PROWAG requirements.
18. That the applicant shall coordinate the location of clustered mailboxes with the Postmaster, and the location of any clustered mailboxes shall meet the accessibility requirements of PROWAG and the State of Oregon Structural Specialty Code.
19. That the applicant shall install barricades at the southern terminus of proposed SW Heath Street and the western terminus of proposed SW Grayson Lane, consistent with City standards. The barricades shall include signage with text stating: "This Street is planned for extension to serve future development."
20. That on-street parking will not be permitted within a 30-foot distance of street intersections measured from the terminus of the curb returns.
21. That the City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.
22. That the applicant shall submit cross sections for the public street system to be constructed. Cross sections shall depict utility location, street improvement elevation and grade, park strips, sidewalk location, and sidewalk elevation and grade. Said cross sections shall be submitted to the City Engineer for review and approval prior to submittal of the final plat. All such submittals must comply with the requirements of

Section 17.53.070(G)(1) (Submission of Tentative Subdivision Plan) of the McMinnville Zoning Ordinance and must meet with the approval of the City Engineer.

23. That the applicant shall obtain all necessary permits from the Yamhill County Public Works Department for the work in Redmond Hill Road, and shall construct any improvements to Redmond Hill Road required by the County Engineer.
24. That upon completion of the subdivision utility work, the applicant shall complete an overlay of SW Redmond Hill Road as directed by the City Engineer and County Engineer.

SANITARY SEWER

25. That a detailed, engineered sanitary sewage collection plan, which incorporates the requirements of the City's adopted Conveyance System Master Plan, must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved sanitary sewage plan must be reflected on the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
26. That the existing septic tank(s) on the site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the Yamhill County Sanitarian. \

STORM DRAINAGE

27. That a detailed, engineered storm drainage plan, which satisfies the requirements of the City's Storm Drainage Master Plan must be submitted to and approved by the City Engineering Department. Any utility easements needed to comply with the approved plan must be reflected on the final plat.
28. That if the final storm drainage plan incorporates the use of backyard collection systems and easements, such systems must be private rather than public, and private maintenance agreements for them must be approved by the City prior to the City's approval of the final plat. The maintenance agreements shall include requirements that drainage channels / facilities within the storm drainage easements shall be kept in their designed condition, and that no fill or other construction activities (including the construction of fences) will be allowed within those areas.
29. That no additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.
30. That no additional storm drainage runoff shall be conveyed to the existing drainage facilities along SW Redmond Hill Road unless the existing downstream constrictions are corrected.

31. That prior to the construction of any private storm facilities, the applicant shall obtain the necessary permits from the City's Building Division.

MOTION

The Planning Department recommends the Commission make the following motion for **approval**:

THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, THE PLANNING COMMISSION APPROVES S 1-16, SUBJECT TO THE CONDITIONS AS NOTED IN THE STAFF REPORT.

EXHIBIT "A"
DOCKET S 1-16
FINDINGS OF FACT AND CONCLUSIONARY FINDINGS

FINDINGS OF FACT

1. CS Property Investments, LLC, is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4 acre parcel of land. The subject property is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.
2. The subject property is designated Residential on the City of McMinnville Comprehensive Plan Map and is zoned R-1 (Single-Family Residential) on the City of McMinnville Zoning Map.
3. Sanitary sewer and municipal water and power are all available or can be made available to the site. The municipal Water Reclamation Facility has sufficient capacity to accommodate expected waste flows resulting from residential development of the property.
4. This matter was referred to the following public agencies for comment: City of McMinnville Engineering, Building, Police and Parks Departments; McMinnville Fire Department and Public Works Department, City Manager; City Attorney; McMinnville School District No. 40; McMinnville Water and Light; Wastewater Services; Yamhill County Planning Department, and County Public Works; Frontier Communications; Comcast Cable; and, Northwest Natural Gas. As of the date of this report, no comments in opposition to this application have been received from these agencies. All other agency comments are as noted in the staff report.
5. Goals and Policies from the McMinnville Comprehensive Plan, which are applicable to the request, are as follows:

Chapter V Housing and Residential Development

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

General Housing Policies:

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

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

Urban Policies:

- 99.00 An adequate level of urban services shall be provided prior to or concurrent with all proposed residential development. Services shall include, but not be limited to:
1. Sanitary sewer collection and disposal lines. Adequate municipal waste treatment plant capacities must be available.
 2. Storm sewer and drainage facilities (as required).
 3. Streets within the development and providing access to the development, improved to city standards (as required).
 4. Municipal water distribution facilities and adequate water supplies (as determined by City Water and Light).
 5. Energy distribution facilities and adequate energy resource supplies.

Chapter VI Transportation System

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

STREETS

Policies:

- 117.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel.
- 119.00 The City of McMinnville shall encourage utilization of existing transportation corridors whenever possible before committing new lands.

PARKING

Policies:

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

SUPPORTIVE OF GENERAL LAND USE PLAN DESIGNATIONS AND DEVELOPMENT PATTERNS

Policies:

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

Chapter VII Community Facilities and Services

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

SANITARY SEWER SYSTEM

Policies:

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

STORM DRAINAGE

Policies:

- 142.00 The City of McMinnville shall insure that adequate storm water drainage is provided in urban developments through review and approval of storm drainage systems, and through requirements for connection to the municipal storm drainage system, or to natural drainage ways, where required.

WATER SYSTEM

Policies:

- 144.00 The City of McMinnville, through the City Water and Light Department, shall provide water services for development at urban densities within the McMinnville Urban Growth Boundary.
- 147.00 The City of McMinnville shall continue to support coordination between City departments, other public and private agencies and utilities, and the City Water and Light Department to insure the coordinated provision of utilities to developing areas. The City shall also continue to coordinate with the City Water and Light Department in making land use decisions.

WATER AND SEWER – LAND DEVELOPMENT CRITERIA

Policies:

- 151.00 The City of McMinnville shall evaluate major land use decisions, including but not limited to urban growth boundary, comprehensive plan amendment, zone changes, and subdivisions using the criteria outlined below:
1. Sufficient municipal water system supply, storage and distribution facilities, as determined by the City Water and Light Department, are available or can

- be made available, to fulfill peak demands and insure fire flow requirements and to meet emergency situation needs.
2. Sufficient municipal sewage system facilities, as determined by the City Public Works Department, are available, or can be made available, to collect, treat, and dispose of maximum flows of effluents.
 3. Sufficient water and sewer system personnel and resources, as determined by the Water and Light Department and City, respectively, are available, or can be made available, for the maintenance and operation of the water and sewer systems.
 4. Federal, state, and local water and wastewater quality standards can be adhered to.
 5. Applicable policies of the Water and Light Department and the City relating to water and sewer systems, respectively, are adhered to.

POLICE AND FIRE PROTECTION

Policies:

- 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 annexation, subdivision proposals, and other major land use decisions.

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

Policies:

- 163.00 The City of McMinnville shall continue to require land, or money in lieu of land, from new residential developments for the acquisition and/or development of parklands, natural areas, and open spaces.

Chapter VIII Energy

GOAL VIII 2: TO CONSERVE ALL FORMS OF ENERGY THROUGH UTILIZATION OF LAND USE PLANNING TOOLS.

Policies:

- 178.00 The City of McMinnville shall encourage a compact urban development pattern to provide for conservation of all forms of energy.

6. The following sections of the McMinnville Zoning Ordinance (No. 3380) are applicable to this report as decision-making criteria:

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."

R-1 Single-Family Residential Zone:

"17.12.010 Permitted Uses. In an R-1 zone, the following uses and their accessory uses are permitted:

A. Site built single-family dwelling [...]"

"17.12.030 Lot Size. In an R-1 zone, the lot area shall not be less than nine thousand square feet [...]"

Off Street Parking and Loading:

"17.60.060 Spaces – Number Required. [...]"

A. Residential land use category.

5. Single-family and two-family dwelling

Two spaces per dwelling with four or fewer bedrooms, and one additional space for every two additional bedrooms. [...]"

CONCLUSIONARY FINDINGS FOR APPROVAL

1. The subject requests comply with the applicable McMinnville Comprehensive Plan Goals and Policies (see Finding of Fact No. 5) as follows:
 - a. Goals V-1, V-2, VIII-2 and Policies 58.00, and 178.00 are satisfied by the request as additional single-family housing opportunities will be provided; the application of the **Uniform Building Code** guarantees the quality of the housing; an urban level of services is available to serve the proposed development; and, the subject site is located in an area that has experienced recent residential development. The property is within the city limits of McMinnville and located adjacent to other single-family residential development thereby promoting a compact urban form and encouraging conservation of all forms of energy.
 - b. Goal VI-1 and Policies 117.00 and 119.00 are satisfied as the subdivision and proposed lots will abut public streets developed to City standards with adequate capacity to accommodate the expected trip generation from the subdivision.
 - c. Goal VII 1 and Policies 99.00(1)-(5), 136.00, 142.00, 144.00, 147.00, and 151.00(1)-(5) are satisfied by the request as adequate levels of sanitary sewer collection, storm sewer and drainage facilities, municipal water distribution systems and supply, and energy distribution facilities, either presently serve or can be made available to serve the site. Additionally, the Water Reclamation Facility has the

capacity to accommodate flow resulting from development of this site. Administration of all municipal water and sanitary sewer systems guarantee adherence to federal, state, and local quality standards. The City of McMinnville shall continue to support coordination between city departments, other public and private agencies and utilities, and McMinnville Water and Light to insure the coordinated provision of utilities to developing areas and in making land-use decisions.

- d. Policy 126.00 is satisfied in that on-street parking shall be minimized to the extent possible through the provision of at least two off-street parking spaces for each single-family residence at the time of building permit review.
 - e. Policy 132.27.00 is satisfied in that the proposed street design reflects and supports the land use designation of the site and urban development patterns within the surrounding area.
 - f. Policy 155.00 is satisfied in that emergency services departments have reviewed this request and raise no concerns with providing police and fire protection to the subject area. If fire hydrants are required, they must be in working order prior to issuance of building permits, as a condition of approval of this application.
 - g. Goal VII-3 and Policy 163.00 are satisfied in that park fees shall be paid for each housing unit at the time of building permit application as required by McMinnville Ordinance 4282, as amended.
2. The subject requests comply with the applicable provisions of the McMinnville Zoning Ordinance (Finding of Fact No. 6) as follows:
- a. Section 17.03.020 is satisfied by the request for the reasons enumerated in Conclusionary Finding for Approval No. 1.
 - b. Section 17.12.010(A) and 17.12.030 are satisfied by the request as single-family dwellings situated on lots at least 9,000 square feet in size are permitted uses on land zoned R-1.
 - c. Section 17.60.060(A)(5) is satisfied by the request as a minimum of two off-street parking stalls shall be required as part of the building permit review for each lot.

RP:sjs



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
 (503) 434-7311 Office ◦ (503) 474-4955 Fax
www.ci.mcminnville.or.us

Office Use Only:	
File No.	<u>S 1-16</u>
Date Received	<u>3/7/16</u>
Fee	<u>\$1895.00</u>
Receipt No.	<u>1600047</u>
Received by	<u>M.D.</u>

Tentative Subdivision Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____

Applicant Name CS Property Investments, LLC Phone _____

Contact Name Denny Elmer Phone 971-237-6752
(If different than above)

Address PO Box 237

City, State, Zip McMinnville, OR 97128

Contact Email dennyelmer@gmail.com

Property Owner Information

Property Owner Name Same As Above Phone _____
(If different than above)

Contact Name _____ Phone _____

Address _____

City, State, Zip _____

Contact Email _____

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address 2946 SW Redmond Hill Rd

Assessor Map No. R4524 - 12DD- Total Site Area 5.37 Acres

Subdivision Instrument # 2011-030105 Block _____ Lot _____

Comprehensive Plan Designation R1 Zoning Designation R1

Subdivision Information

1. What is this application for?

- Subdivision (10 (ten) or fewer lots)
- Subdivision (more than 10 (ten) lots)

2. Briefly describe the project: Subdivide 5 acre parcel of R1 zoned land into 20 buildable single family lots

3. Name of proposed subdivision: Heiser Edition

4. Size of proposed subdivision in acres or square feet: 5.37 acres / 238104.16 sqft

5. Number of lots: 20 Minimum lot size: 9000 sqft

6. Number and type of Residential Units: 20 single family homes

7. Average lot size: 9000 sqft Gross density per acre of entire subdivision: 3.72 lots

8. Total anticipated population: 70-80

9. Size of park(s)/open space in acres or square feet: ∅

10. General description of the subject site and current land use: gently rolling farm land w/ farmhouse, 2 small outbuildings, pasture

11. Describe existing uses and zoning of surrounding properties:

	<u>Zoning</u>	<u>Current Use</u>
North	<u>R2</u>	<u>Residential</u>
South	<u>R1</u>	<u>Undeveloped farm land</u>
East	<u>EF80</u>	<u>Farm land</u>
West	<u>VLDR-2.5</u>	<u>Single Family Residential</u>

12. Describe the topography of the subject site: gently rolling

13. Does the site contain any existing structures, wells, septic tanks? Explain Farmhouse, 2 small outbuildings, 2 wells, 1 septic

14. How will the proposed subdivision be served by utilities? Note the location and size of all service lines (water, sanitary sewer, storm sewer, natural gas, electricity). Serviced by City Utilities all readily available for connection on Redmond Hill Rd adjacent to property

15. What is the anticipated date construction will begin? July 1, 2016

16. What is the anticipated date of completion? Sept 30, 2016

17. If applicable, explain how the subdivision will be phased? N/A

18. Does your tentative subdivision plan delineate the general location of all previously recorded easements and encumbrances presently binding upon the subdivision site? (A current title report or subdivision guarantee for the site would disclose such easements or encumbrances).

Yes No N/A

19. Does your tentative subdivision plan delineate necessary access and utility easements?

Yes No N/A

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), tentative subdivision plan, and supplementary data. Tentative plans should be accompanied by improvement plans so that the general programs and objectives are clear to the reviewer. The information to be included in the tentative subdivision plan as listed in the information sheet and in Section 17.53.070 (Submission of Tentative Subdivision Plan) of the Zoning Ordinance. If of a larger size, provide five (5) copies in addition to **an electronic copy** with the submittal.
- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.

[Signature]
Applicant's Signature

March 11, 2016
Date

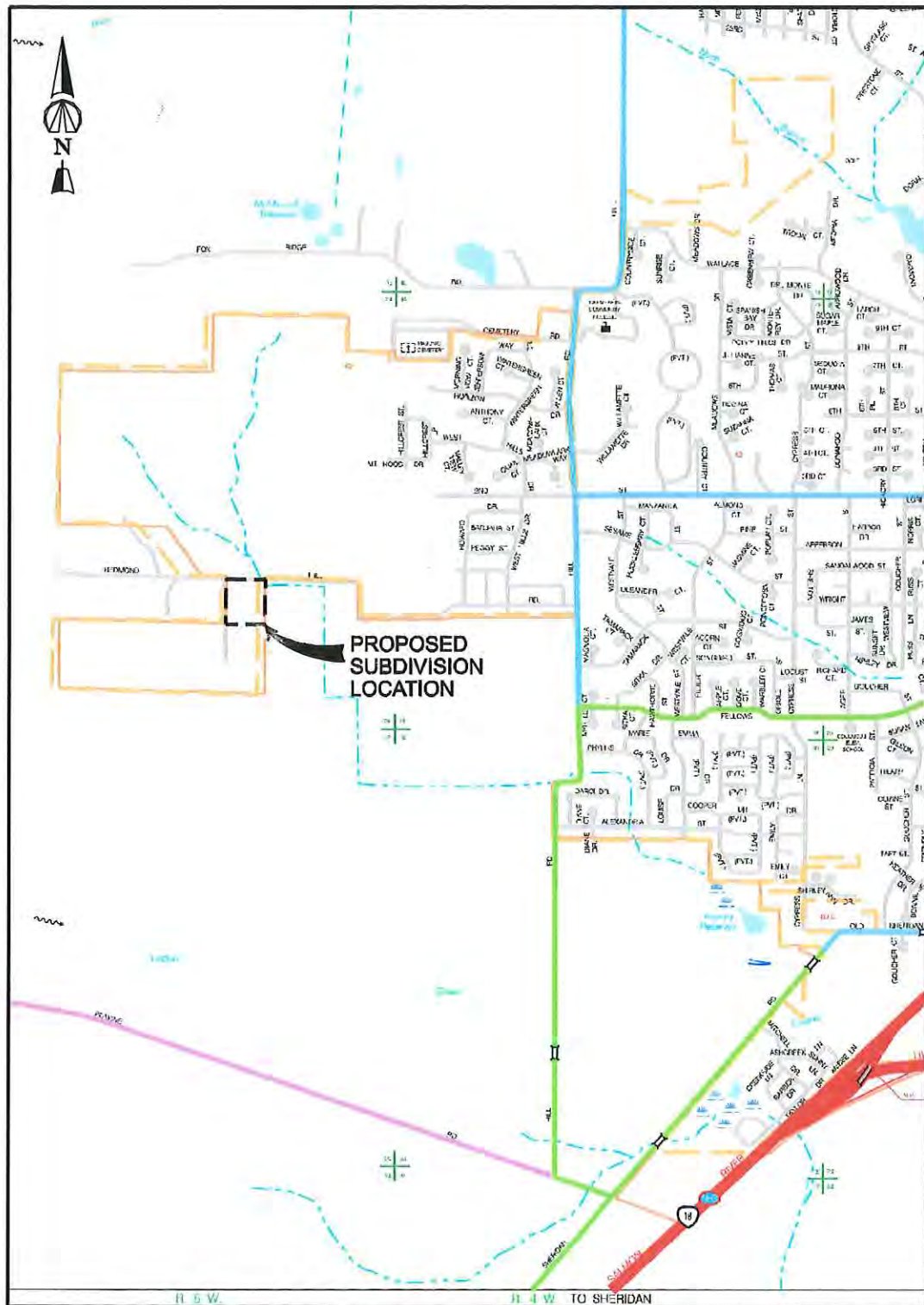
[Signature]
Property Owner's Signature

March 11, 2016
Date

HEISER ADDITION (PROPOSED)

2946 SW REDMOND HILL ROAD, MCMINNVILLE, OR

CONCEPTUAL PLANS (FOR CITY REVIEW)



VICINITY MAP
NTS

OWNER/DEVELOPER:

CS PROPERTY INVESTMENTS, LLC
P.O. BOX 237
MCMINNVILLE, OREGON 97128
CONTACT: DENNY ELMER
PHONE: (971) 237-6752

CIVIL ENGINEER:

ASHLEY ENGINEERING DESIGN, P.C.
14785 SE FOSTER ROAD
DAYTON, OREGON 97114
CONTACT: JOHN ASHLEY, P.E.
PHONE: (503) 864-9404
EMAIL: JASHLEY@ASHLEYENGR.COM

SURVEYOR:

NEWBERG SURVEYING, INC.
1205 NE EVANS STREET
MCMINNVILLE, OREGON 97128
CONTACT: JOHN NEWBERG, PLS
PHONE: (503) 474-4742

SITE INFORMATION:

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM., CITY OF MCMINNVILLE, YAMHILL COUNTY, OR; TAX LOT 4624 - 1200

SURVEY INFORMATION:

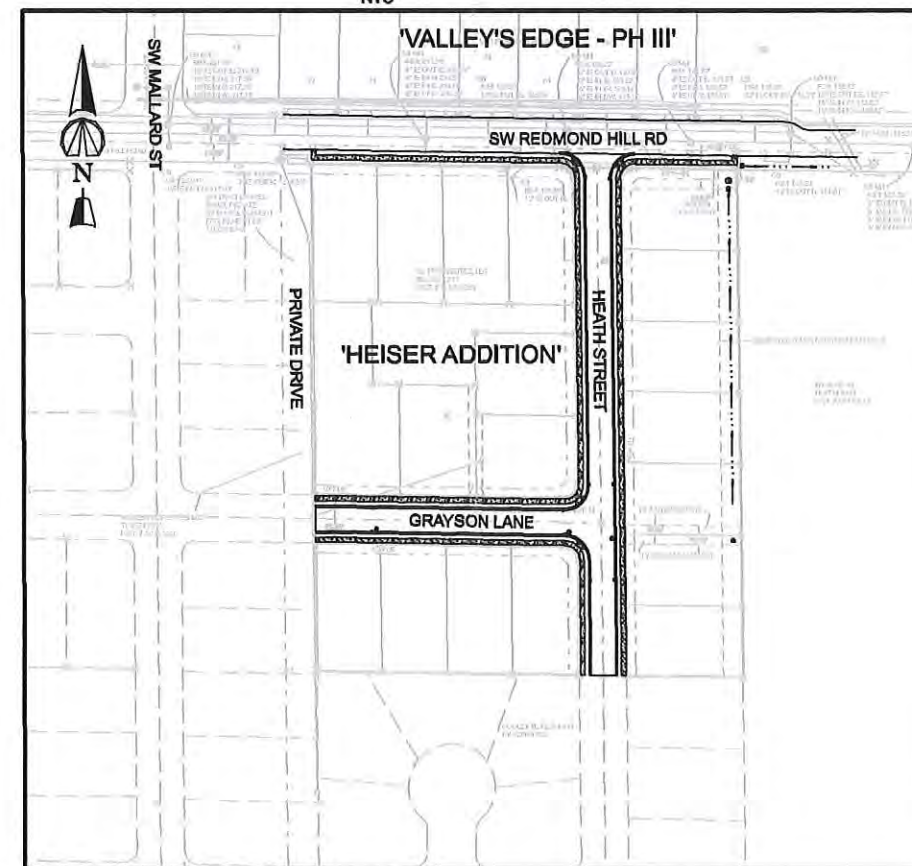
HORIZONTAL CONTROL IS BASED ON A LOCAL COORDINATE SYSTEM. THE BASIS OF BEARING IS SOUTH 89° 10' 41" EAST ALONG THE CENTER OF REDMOND HILL ROAD. THE CONTOURS SHOWN WERE DERIVED BY THE SURVEYOR FROM A COMBINATION OF FIELD WORK AND LIDAR DATA OBTAINED FROM THE OREGON DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES. THE DATA WAS ADJUSTED TO NGVD 29 USING AN ELEVATION OF 164.22 ON THE TOP OF A NGS BRASS DISK REFERENCE MARK STAMPED "CENTER NO 3" AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW HILL ROAD AND NW 2ND STREET.

INDEX TO DRAWINGS:

SHEET NUMBER	DRAWING NUMBER	TITLE
1	G-1	GENERAL CONCEPTUAL PLAN COVER SHEET
2	C-1	CIVIL CONCEPTUAL STREET PLAN
3	C-2	CONCEPTUAL UTILITY PLAN



LOCATION MAP
NTS



PROJECT SITE MAP
1"=100'

PRELIMINARY FOR REVIEW ONLY



No.	Date	Designed By:	Drawn By:	Checked By:	By	Project No.
		JTA	JTA	JTA	JTA	16-001

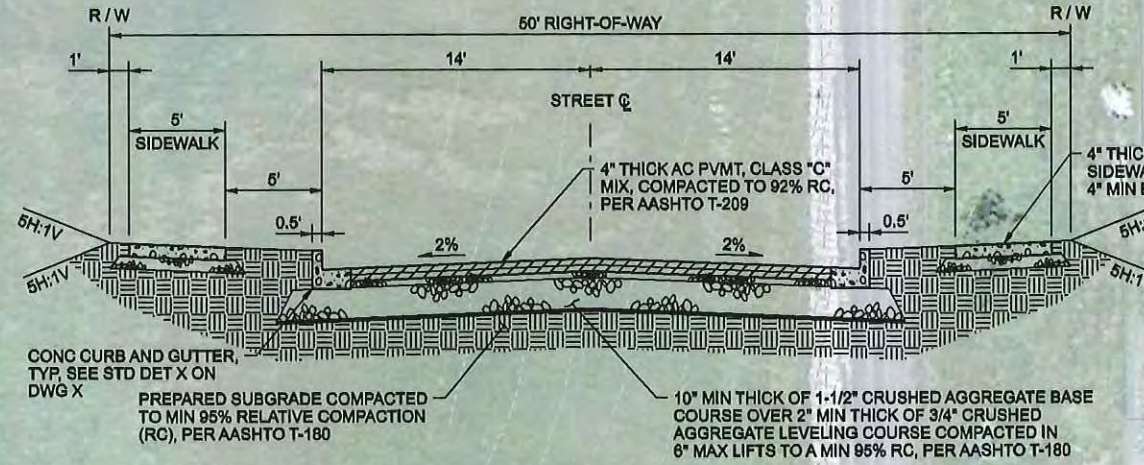
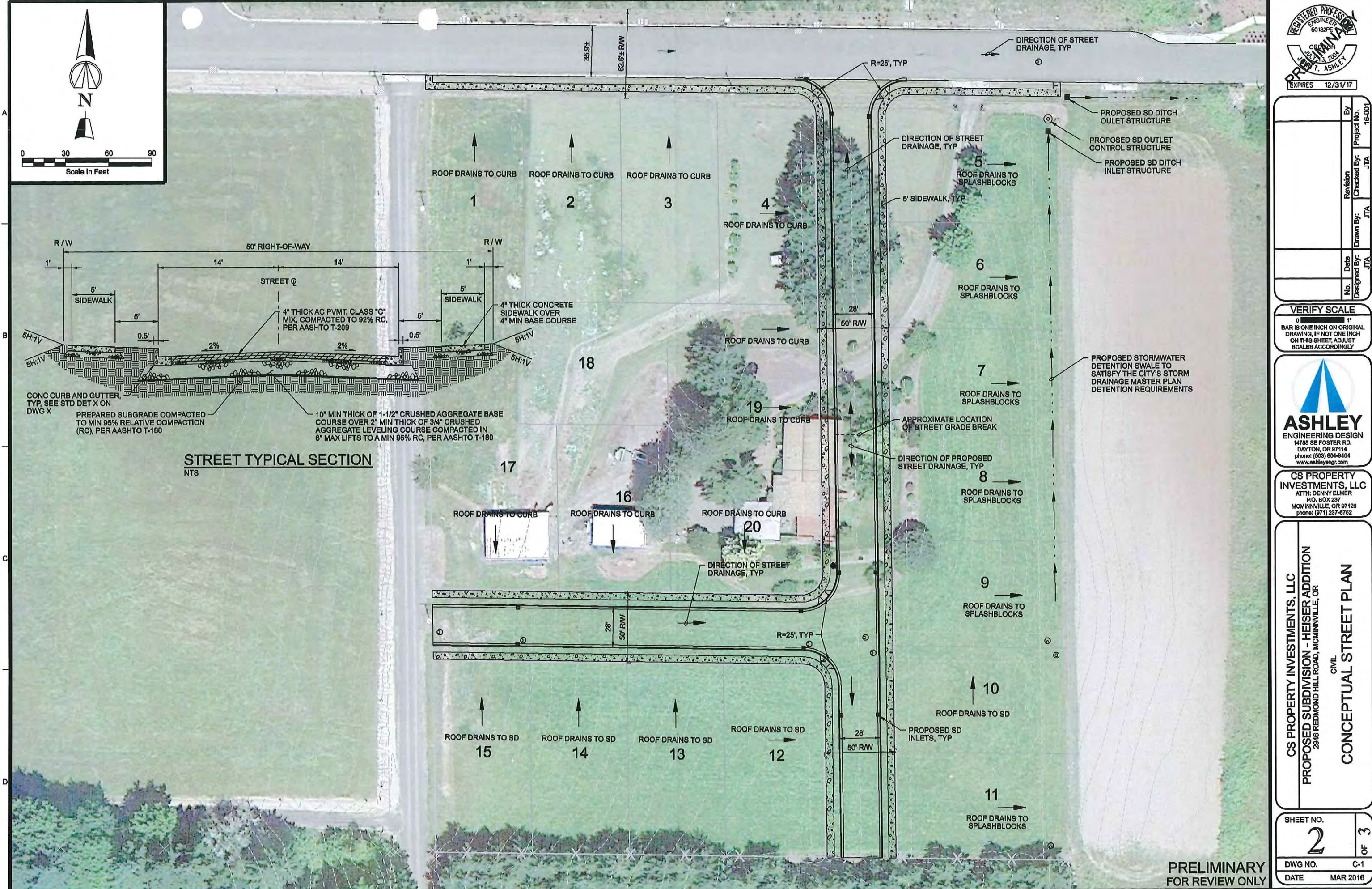
VERIFY SCALE
0 1" BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY ELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6752

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
GENERAL
CONCEPTUAL PLAN COVER SHEET

SHEET NO. **1** OF **3**
DWG NO. G-1
DATE MAR 2016



STREET TYPICAL SECTION
NTS



By	JTA	Project No.	16-001
Checked By	JTA	Drawn By	JTA
Date	JTA	Designed By	JTA
No.			

VERIFY SCALE
1" = 10'
BAR IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

ASHLEY
ENGINEERING DESIGN
14785 SE FOSTER RD.
DAYTON, OR 97114
phone: (503) 864-9404
www.ashleyengr.com

CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY ELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6762

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
CIVIL
CONCEPTUAL STREET PLAN

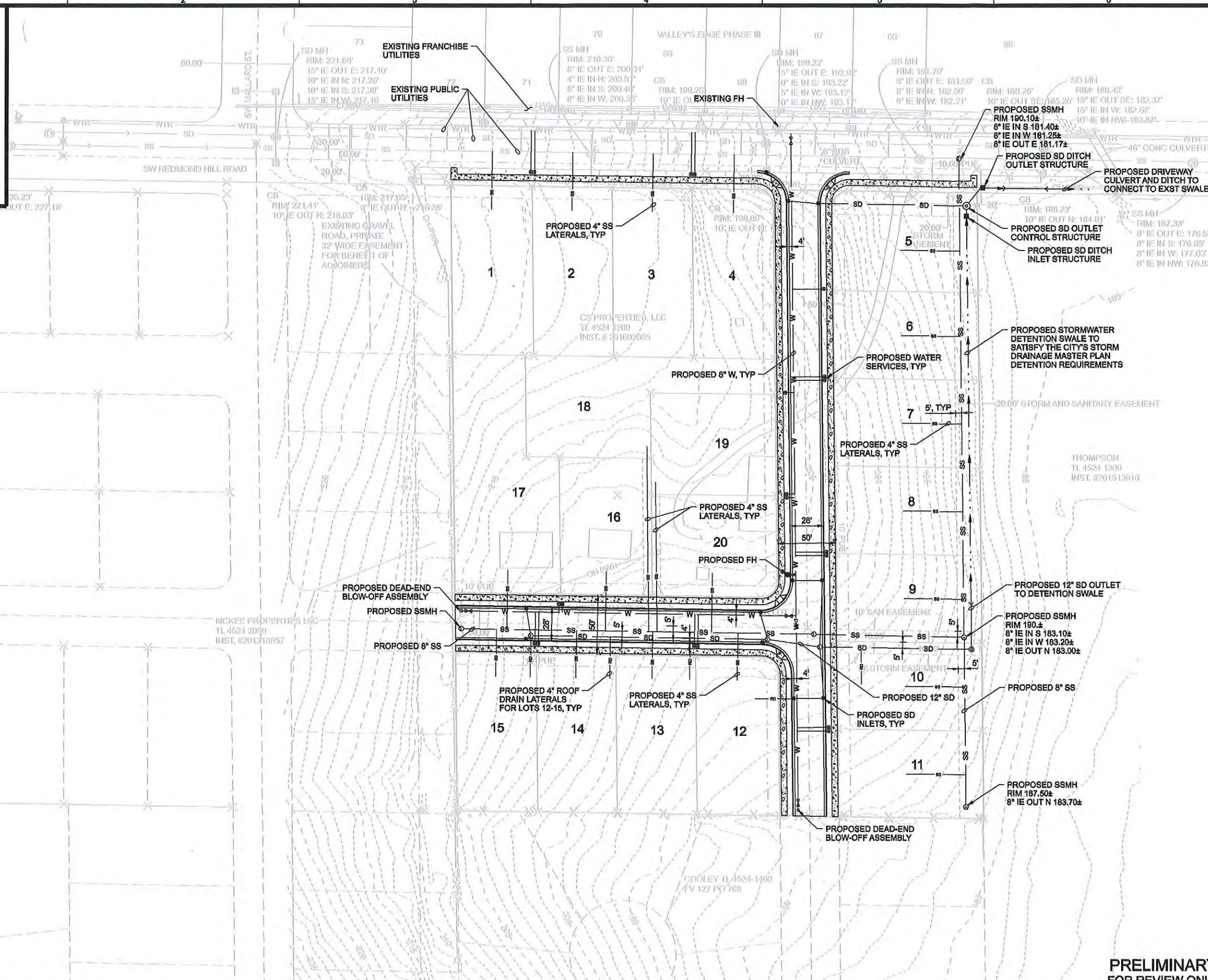
SHEET NO.	2	OF	3
DWG NO.	C-1		
DATE	MAR 2016		

PRELIMINARY
FOR REVIEW ONLY



0 40 80 120
Scale In Feet

A
B
C
D



No.	Date	Designed By:	Drawn By:	Checked By:	Revision	By	Project No.
		JTA	JTA	JTA			16-001

VERIFY SCALE
1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING, IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

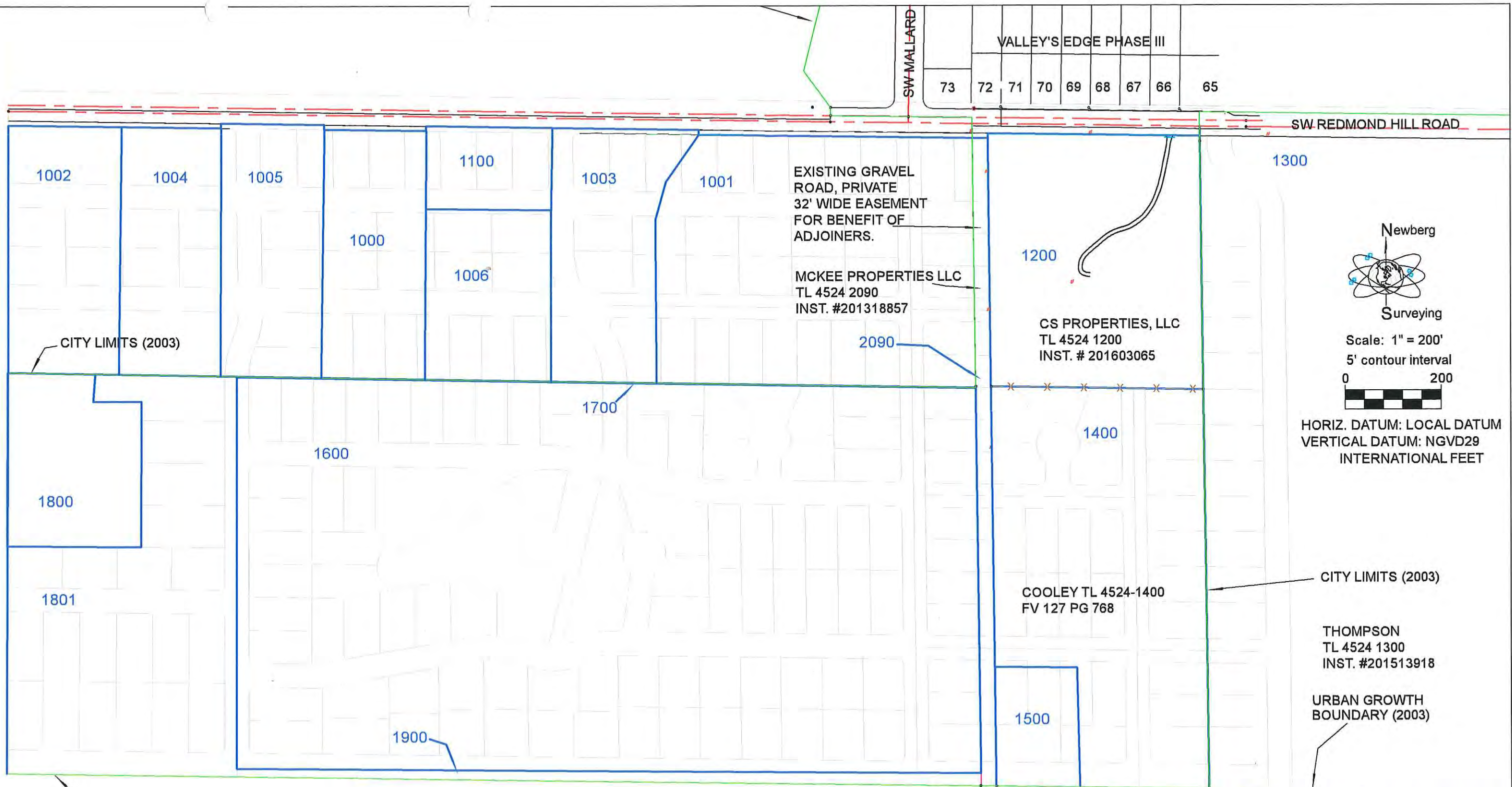


CS PROPERTY INVESTMENTS, LLC
ATTN: DENNY BELMER
P.O. BOX 237
MCMINNVILLE, OR 97128
phone: (971) 237-6762

CS PROPERTY INVESTMENTS, LLC
PROPOSED SUBDIVISION - HEISER ADDITION
2946 REDMOND HILL ROAD, MCMINNVILLE, OR
CONCEPTUAL UTILITY PLAN
CIVIL

SHEET NO. **3** OF **3**
DWG NO. C-2
DATE MAR 2016

PRELIMINARY FOR REVIEW ONLY



**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED SHADOW PLAT**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

OWNER AND SUBDIVIDER: CS PROPERTY INVESTMENTS, LLC
ADDRESS: PO BOX 237, MCMINNVILLE, OR 97128
ENGINEER: JOHN ASHLEY, P.E.
ASHLEY ENGINEERING AND DESIGN
14785 SE FOSTER RD, DAYTON, OR 97114
SURVEYOR: JOHN NEWBERG, PLS
NEWBERG SURVEYING, INC.
1205 NE EVANS, MCMINNVILLE, OR 97128

CITY LIMITS (2003)



VALLEY'S EDGE PHASE III

73 72 71 70 69 68 67 66 65

SW MOLLARD

SW REDMOND HILL ROAD

EXISTING GRAVEL ROAD, PRIVATE
32' WIDE EASEMENT
FOR BENEFIT OF
ADJOINERS.

MCKEE PROPERTIES LLC
TL 4524 2090
INST. #201318857

CS PROPERTIES, LLC
TL 4524 1200
INST. # 201603065



Scale: 1" = 200'
5' contour interval



HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

CITY LIMITS (2003)

CITY LIMITS (2003)

THOMPSON
TL 4524 1300
INST. #201513918

URBAN GROWTH
BOUNDARY (2003)

COOLEY TL 4524-1400
FV 127 PG 768

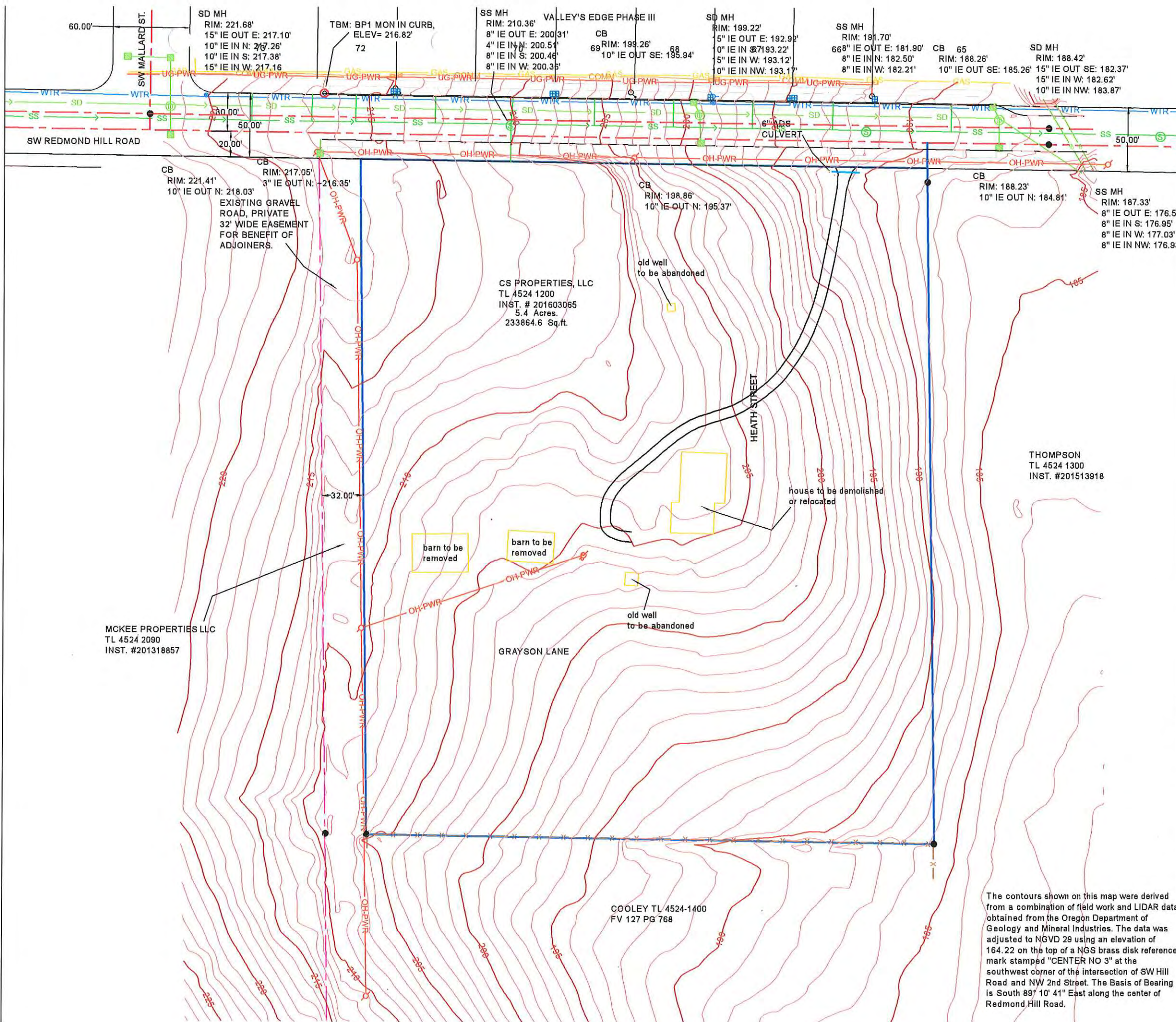
2000 MCKEE PROPERTIES LLC
TL 4524 2000
INST. #201318857

**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
PROPOSED SHADOW PLAT**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

OWNER AND SUBDIVIDER: CS PROPERTY INVESTMENTS, LLC
ADDRESS: PO-BOX 237, MCMINNVILLE, OR 97128
ENGINEER: JOHN ASHLEY, P.E.
ASHLEY ENGINEERING AND DESIGN
14785 SE FOSTER RD, DAYTON, OR 97114

SURVEYOR: JOHN NEWBERG, PLS
NEWBERG SURVEYING, INC.
1205 NE EVANS, MCMINNVILLE, OR 97128



Newberg

Surveying

Scale: 1" = 50' 1' contour interval

HORIZ. DATUM: LOCAL DATUM
 VERTICAL DATUM: NGVD29
 INTERNATIONAL FEET

Newberg Surveying, Inc.
 1205 NE Evans
 McMinnville, OR 97128
 (503)-474-4742 (971)-237-1956 Cell
 (503)-474-3752 Fax newberg@victlink.com

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 June 30, 1997
 JOHN G. NEWBERG
 2838
 Renewable 12-31-2016

**Tentative Subdivision of
 HEISER ADDITION for:
 CS Property Investments, LLC**

EXISTING CONDITIONS

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
 YAMHILL COUNTY, OREGON
 DATE: MARCH 17, 2016

SHEET 2 OF 4

JOB #1407

The contours shown on this map were derived from a combination of field work and LIDAR data obtained from the Oregon Department of Geology and Mineral Industries. The data was adjusted to NGVD 29 using an elevation of 164.22 on the top of a NGS brass disk reference mark stamped "CENTER NO 3" at the southwest corner of the intersection of SW Hill Road and NW 2nd Street. The Basis of Bearing is South 89° 10' 41" East along the center of Redmond Hill Road.

MCKEE PROPERTIES LLC
 TL 4524 2090
 INST. #201318857

GRAYSON LANE

COOLEY TL 4524-1400
 FV 127 PG 768

THOMPSON
 TL 4524 1300
 INST. #201513918

CS PROPERTIES, LLC
 TL 4524 1200
 INST. # 201603065
 5.4 Acres.
 233864.6 Sq.ft.

CB
 RIM: 221.41'
 10" IE OUT N: 218.03'

CB
 RIM: 217.05'
 3" IE OUT N: 216.35'

EXISTING GRAVEL ROAD, PRIVATE 32' WIDE EASEMENT FOR BENEFIT OF ADJOINERS.

old well to be abandoned

house to be demolished or relocated

barn to be removed

barn to be removed

old well to be abandoned

SD MH
 RIM: 221.68'
 15" IE OUT E: 217.10'
 10" IE IN N: 217.26'
 10" IE IN S: 217.38'
 15" IE IN W: 217.16'

TBM: BP1 MON IN CURB, ELEV= 216.82'
 72

SS MH
 RIM: 210.36'
 8" IE OUT E: 200.31'
 4" IE IN N: 200.51'
 8" IE IN S: 200.48'
 8" IE IN W: 200.35'

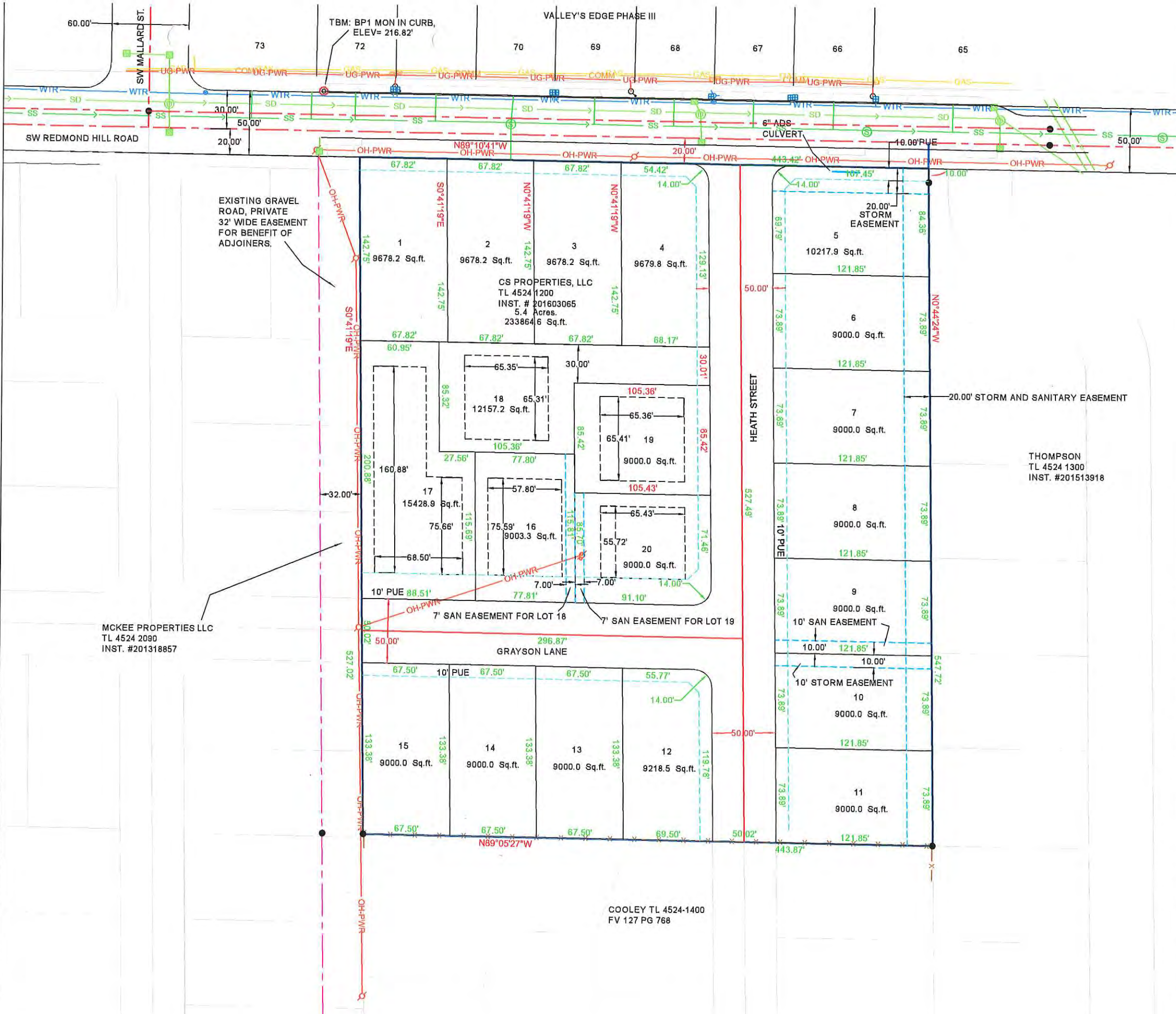
VALLEY'S EDGE PHASE III
 CB
 RIM: 199.26'
 10" IE OUT SE: 195.94'

SD MH
 RIM: 199.22'
 5" IE OUT E: 192.92'
 0" IE IN S: 193.22'
 5" IE IN W: 193.12'
 0" IE IN NW: 193.17'

SS MH
 RIM: 191.70'
 668" IE OUT E: 181.90'
 8" IE IN N: 182.50'
 8" IE IN W: 182.21'

CB 65
 RIM: 188.26'
 10" IE OUT SE: 185.26'

SD MH
 RIM: 188.42'
 15" IE OUT SE: 182.37'
 15" IE IN W: 182.62'
 10" IE IN NW: 183.87'



Newberg

Surveying

Scale: 1" = 50'
 1' contour interval

HORIZ. DATUM: LOCAL DATUM
 VERTICAL DATUM: NGVD29
 INTERNATIONAL FEET

Newberg Surveying, Inc.
 1205 NE Evans
 McMinnville, OR 97128
 (503)-474-4742
 (503)-474-3752 Fax
 newberg@vclink.com

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

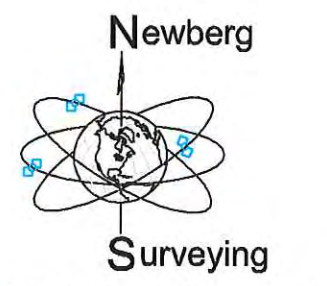
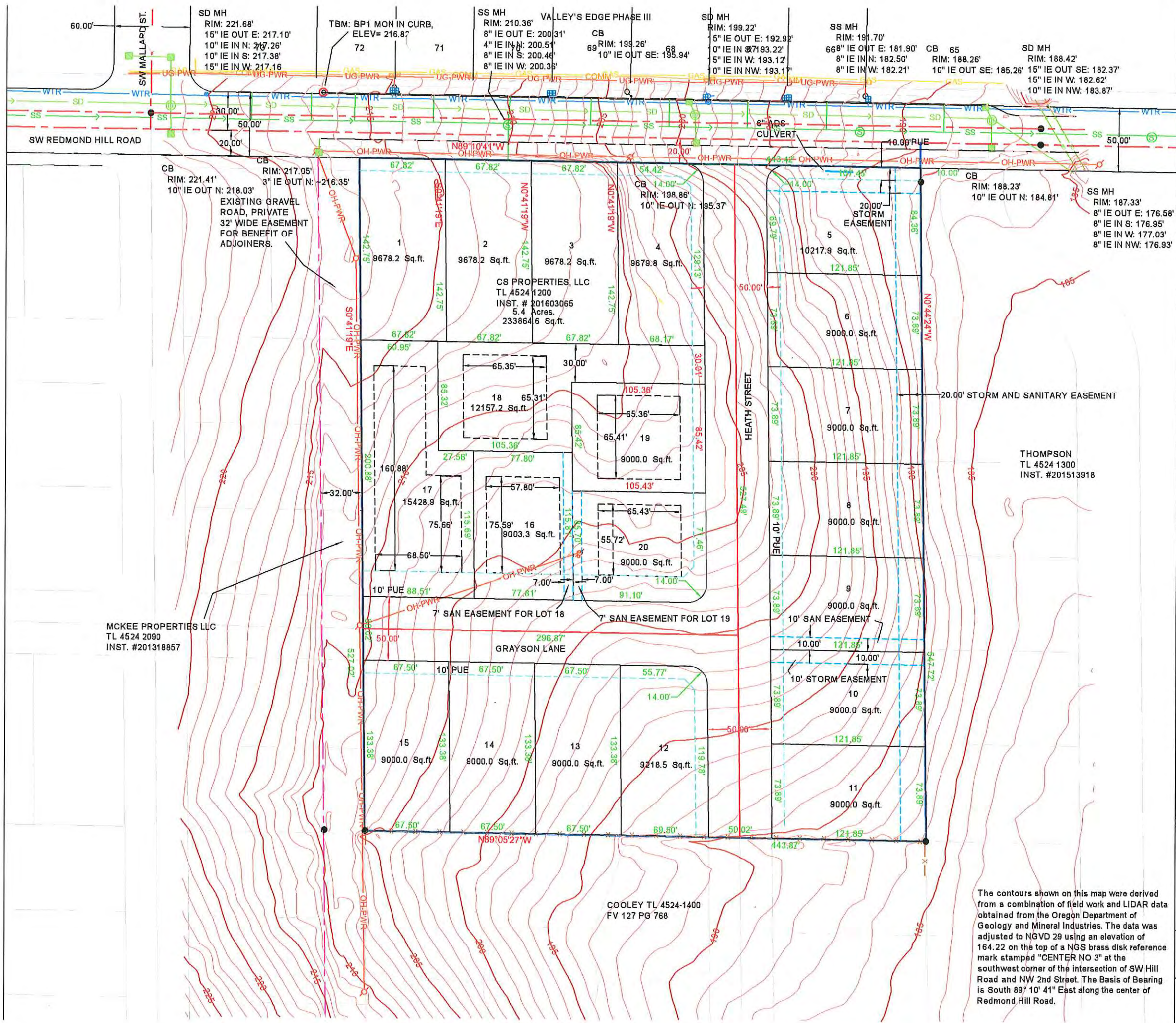
John G. Newberg
 OREGON
 June 30, 1997
 JOHN G. NEWBERG
 2838
 Renewable 12-31-2016

**Tentative Subdivision of
 HEISER ADDITION for:
 CS Property Investments, LLC
 PROPOSED LOTS**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
 YAMHILL COUNTY, OREGON
 DATE: MARCH 17, 2016

SHEET 3 OF 4

JOB #1407



Scale: 1" = 50'
1' contour interval

HORIZ. DATUM: LOCAL DATUM
VERTICAL DATUM: NGVD29
INTERNATIONAL FEET

Newberg Surveying, Inc.

1205 NE Evans
McMinnville, OR 97128
(503)-474-4742 (971)-237-1956 Cell
(503)-474-3752 Fax newberg@vclink.com

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John G. Newberg
OREGON
June 30, 1997
JOHN G. NEWBERG
2838
Renewable 12-31-2016

**Tentative Subdivision of
HEISER ADDITION for:
CS Property Investments, LLC
LOTS with EXISTING TOPO**

SE 1/4 SECTION 24, T. 4 S., R. 5 W., WM.,
YAMHILL COUNTY, OREGON
DATE: MARCH 17, 2016

SHEET 4 OF 4

JOB #1407

The contours shown on this map were derived from a combination of field work and LIDAR data obtained from the Oregon Department of Geology and Mineral Industries. The data was adjusted to NGVD 29 using an elevation of 164.22 on the top of a NGS brass disk reference mark stamped "CENTER NO 3" at the southwest corner of the intersection of SW Hill Road and NW 2nd Street. The Basis of Bearing is South 89° 10' 41" East along the center of Redmond Hill Road.



**Ticor Title Company
PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Ticor Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Nebraska corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Peter Harris



Ticor Title Company

105 NE 4th Street, McMinnville, OR 97128
(503)472-6101 FAX (503)434-5311

PRELIMINARY REPORT

ESCROW OFFICER: LeAnne Cray
TITLE OFFICER: Deborah Clark

ORDER NO.: 471816048384-TTMIDWIL36

TO: Ticor Title Company
Attn: LeAnne Cray
105 NE 4th Street
McMinnville, OR 97128

OWNER/SELLER: CS Property Investments, LLC

BUYER/BORROWER: Chad E Davis Construction, LLC

PROPERTY ADDRESS: 2946 SW Redmond Hill Road
McMinnville, Oregon 97128

EFFECTIVE DATE: March 15, 2016, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard (Short Term Rate)	1,940,000.00	\$ 2,633.00
Lender's Standard	1,920,000.00	\$ 100.00
Governmental Service Fee		\$ 20.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CS Property Investments, LLC, an Oregon limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF MCMINNVILLE IN THE COUNTY OF YAMHILL, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PRELIMINARY REPORT
(Continued)

Order No.: 471816048384-TTMIDWIL36

EXHIBIT "A"

A tract of land in Section 24, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the South line of County Road No. 436, where said road is intersected by the East line of that tract conveyed to R. A. Menefee et ux., by Deed recorded July 9, 1959 in Film Volume 6, Page 144, Deed and Mortgage Records; thence running South 01° 41' East along the East line of said Menefee tract and the West line of tract conveyed to Karl Engstrom et ux., by Deed recorded February 11, 1948 in Book 147, Page 225, Deed Records, a distance of 530 feet; thence West to a point on the East line of roadway described in an instrument recorded February 17, 1928 in Book 98, Page 338, Deed Records of Yamhill County, Oregon; thence North 01° 36' West along the East line of said roadway, a distance of 530 feet to a point on the South line of said County Road No. 436; thence East along the South line of said county road to the Point of Beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. City Liens, if any, in favor of the City of McMinnville. None found as of March 17, 2016.
7. Rights of the public to any portion of the Land lying within the area commonly known as SW Redmond Hill Road.
8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$464,000.00
Dated: February 24, 2016
Trustor/Grantor: CS Property Investments, LLC
Trustee: Matthew M. Chakoian, Attorney at Law
Beneficiary: Veristone Mortgage, LLC, a Washington limited liability company
Loan No.: 2016.0301
Recording Date: March 1, 2016
Recording No: 201603067
Affects: Covers additional property also.

9. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
 - a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Any facts which would be disclosed by an accurate survey of the Land
 - c) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.

END OF EXCEPTIONS.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2015-2016
Amount: \$4,790.02
Levy Code: 40.0 and 40.2
Account No.: 181074
Map No.: R4524 01200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA policy unless removed prior to issuance.
- C. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- D. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: James L. Heiser, Trustee of the James L. Heiser Trust dated January 26, 1968
Grantee: CS Property Investments, LLC, an Oregon limited liability company
Recording Date: March 1, 2016
Recording No: 201603065

- E. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Chad E. Davis Construction, LLC, an Oregon Limited Liability Company

- F. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$46.00	\$5.00
Benton	\$68.00	\$5.00
Polk	\$51.00	\$5.00
Linn	\$65.00	\$5.00
Yamhill	\$41.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

- H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- I. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville Planning Commission will hold a public hearing on the 21st day of April, 2016, at the hour of 6:30 p.m. in 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:

DOCKET
NUMBER

S 1-16 CS Property Investments, LLC is requesting approval of a tentative subdivision plan that, if approved, would provide for the platting of 20 single-family lots on a 5.4-acre parcel of land. The subject site is located at 2946 SW Redmond Hill Road and is more specifically described as Tax Lot 1200, Section 24, T. 4 S., R. 5 W., W.M.

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

The Planning Commission's decision on the above public hearing item must be based on findings that a specific set of criteria have been or have not been met. Testimony and evidence at the public hearing must be directed toward those criteria, which are generally as follows:

1. The goals and policies of the McMinnville Comprehensive Plan.
2. The requirements of McMinnville Ordinance No. 3380 (Zoning Ordinance) with particular emphasis on Section 17.03.020 (Purpose), Chapter 17.53 (Land Division Standards), and Chapter 17.72 (Applications and Review Process).

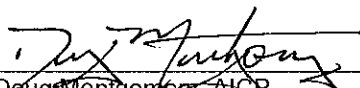
Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity to provide the Planning Commission opportunity to respond to the issue, precludes appeal to the City Council on that issue.

The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow this Commission to respond to the issue precludes an action for damages in circuit court.

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.

For additional information contact Ron Pomeroy, Principal Planner, at the above address, or phone (503) 434-7311.

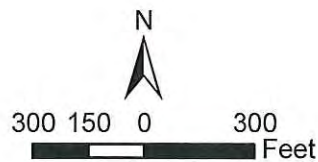
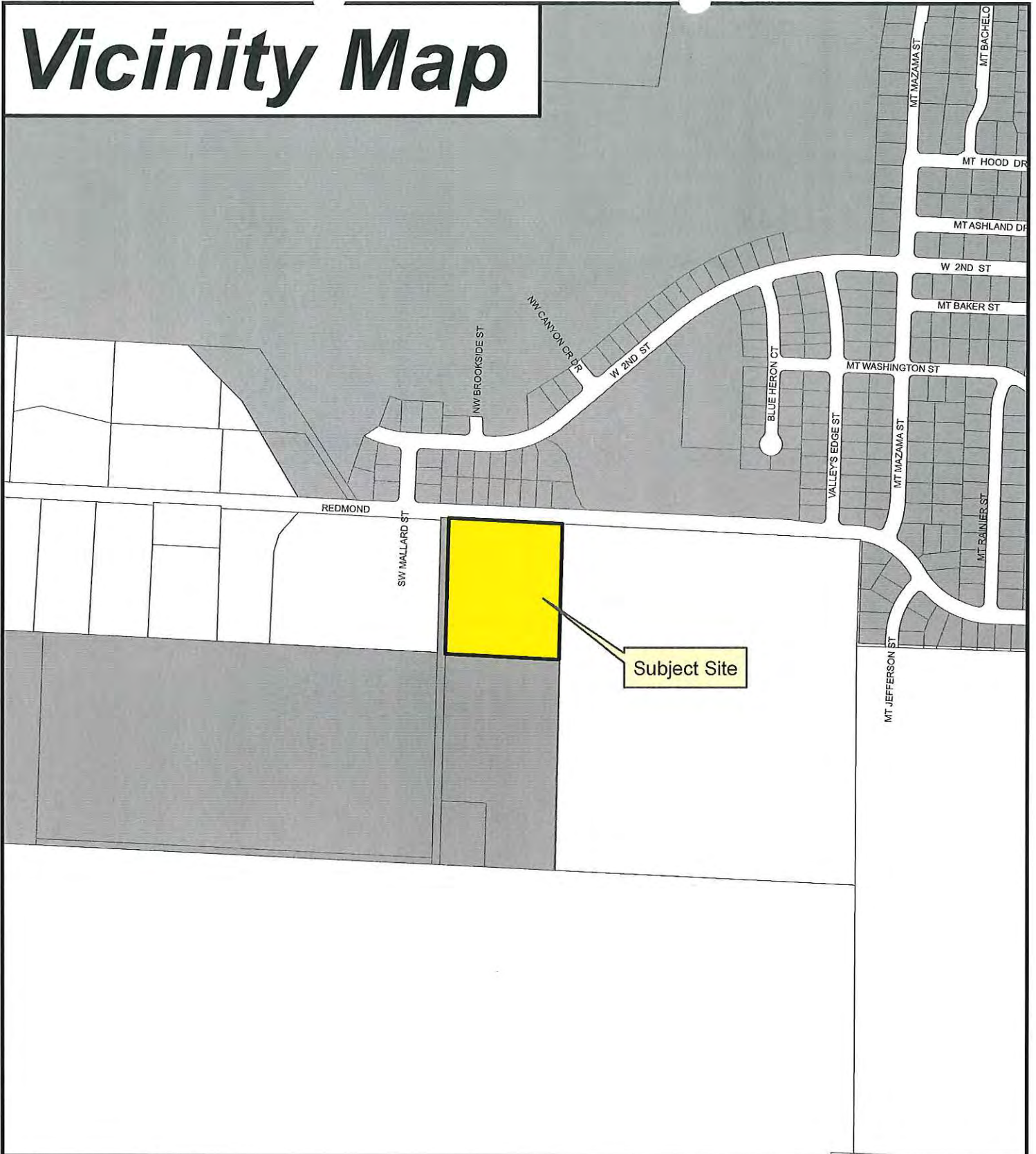
The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.



Doug Montgomery, AICP
Planning Director

(Map of area on back)

Vicinity Map



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

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City	State	Zip
1	R4524 00803	2924 SW 2ND ST	MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE	OR	97128
2	R4524DB02800	2942 SW 2ND ST	TEAL CREEK	TEAL CREEK DEVELOPMENT LLC	PO BOX 137	ST PAUL	OR	97137
3	R4524DB01600	3008 SW 2ND ST	LYONS LORA	LYONS LORA MAE TRUST	3008 SW 2ND ST	MCMINNVILLE	OR	97128
4	R4524DB02700	2946 SW 2ND ST	GOLDEN STEVEN	GOLDEN CHRISTIE A	2946 SW 2ND ST	MCMINNVILLE	OR	97128
5	R4524DB02600	2950 SW 2ND ST	LIMESAND PIYAMART	LIMESAND DARRIN M	2950 SW 2ND ST	MC/CINN/VILLE	OR	97128
6	R4524DB02100	100 SW MALLARD ST	DAVIS JESSE	DAVIS JESSE W	100 SW MALLARD ST	MCMINNVILLE	OR	97128
7	R4524DB02200	2984 SW 2ND ST	TASSY L	TASSY L DAVIS BUILDER INC	PO BOX 160	FOREST GROVE	OR	97116
8	R4524DB02300	2970 SW 2ND ST	GAMBLE MICHAEL	GAMBLE MICHAEL S	2017 SE RHODODENDRON AVE	DALLAS	OR	97338
9	R4524DB02400	2962 SW 2ND ST	MILNE MELINDA	MILNE GEORGE M	2962 SW 2ND ST	MCMINNVILLE	OR	97128
10	R4524DB02500	2958 SW 2ND ST	PRIMROSE JAMES	PRIMROSE AUDREE L	2958 SW 2ND ST	MCMINNVILLE	OR	97128
11	R4524DB01700	137 SW MALLARD ST	SHAW KENNETH	SHAW GAIL C	137 SW MALLARD ST	MCMINNVILLE	OR	97128
12	R4524DB02000	118 SW MALLARD ST	FEASEL ANDREW	FEASEL LAVERNE A	118 SW MALLARD ST	MCMINNVILLE	OR	97128
13	R4524DB03600	2981 SW REDMOND HILL RD	VILAK ESTHER	VILAK-DIXON REVOCABLE LIVING TRUST	PO BOX 190	SHERIDAN	OR	97378
14	R4524DB03500	2973 SW REDMOND HILL RD	HARLOW JORDAN	FULLER BRYNNA (WROS)	2973 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
15	R4524DB03400	2967 SW REDMOND HILL RD	EATON SHERMAN	EATON FAMILY TRUST	690 HERMOSA WAY	MENLO PARK	CA	94025
16	R4524DB03300	2961 SW REDMOND HILL RD	EDIE DAVID	EDIE JUDY T	2961 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
17	R4524DB03200	2955 SW REDMOND HILL RD	GUIDRY DANIEL	GUIDRY SHAWNA L	2955 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
18	R4524DB03100	2951 SW REDMOND HILL RD	BILBREY LORI	BILBREY MICHAEL K	2951 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
19	R4524DB03000	2947 SW REDMOND HILL RD	BARDESSONO BRUCE	WOFORD DAWN (WROS)	2947 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
20	R4524DB01800	191 SW MALLARD ST	CARVER TOBY	CARVER DAWN R	191 SW MALLARD ST	MCMINNVILLE	OR	97128
21	R4524DB02900	2943 SW REDMOND HILL RD	MACPHERSON WILLIAM	MACPHERSON SANDRA	2943 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
22	R4524DB01900	164 SW MALLARD ST	BEGGS MILDRED	BEGGS REVOCABLE LIVING TRUST	164 SW MALLARD RD	MCMINNVILLE	OR	97128
23	R4524 01001	3120 SW REDMOND HILL RD	ROOT DAVID	ROOT DAVID P SR & DONNA M	3120 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
24	R4524 02090		MCKEE PROPERTIES LLC	ATTN MCKEE BRUCE	23350 SW MCKEE RD	AMITY	OR	97101
26	R4524 01300	2700 SW REDMOND HILL RD	THOMPSON ANNE	THOMPSON ANNE W	15938 SW QUARRY RD SUITE B6	LAKE OSWEGO	OR	97035
27	R4524 01600		SQUIRREL HILL	SQUIRREL HILL LLC	38 COUNTRY CLUB DR SW	LAKEWOOD	WA	98498
28	R4524 01400		COOLEY JAMES	COOLEY JAMES E & DEBORAH J	3030 SW REDMOND HILL RD	MCMINNVILLE	OR	97128
Owner	R4524 01200	2946 SW REDMOND HILL RD	ELMER DENNY	CS PROPERTY INVESTMENTS LLC	PO BOX 237	MCMINNVILLE	OR	97128

Date Sent 3/31/16

Sent By 

Ron Pomeroy

From: Roy B. Thompson [roythompson@comcast.net]
Sent: April 11, 2016 3:52 PM
To: Ron Pomeroy
Cc: thompson, anne; Banks, Mick
Subject: S 1-16 CS Property Investments LLC

Dear Ron;

We spoke today regarding the above referenced subdivision and some of the concerns Anne Thompson has regarding the property at 2700 Redmond hill Rd. that she is the owner of, and the proposed subdivision next door.

Please consider the following issues as those that Mrs. Thompson wants dealt with. If there is insufficient specificity please let me know and I will send greater detail.

1. **ERRECT A WALL:** The property at 2700 Redmond Hill Rd. is currently being used for agricultural purposes, specifically growing Marijuana. This growth would be able to be viewed by the residents of the subdivision. OAR 845-025-140 Producer Security Requirements, indicate that a producer must prevent public access and obscure from public view all areas of marijuana production. For this reason, the developers should be require to put up a wall/fence along the border with our property that would obscure the view of the marijuana growth and prevent access to the property from the new residents, as they are changing the nature of the adjacent property. This proposal unless handled properly will interfere with Mrs. Thompson use and enjoyment of her property.
2. **DEDICATE THE ROAD:** The road in front of our property must now be a city road and should be so dedicated as there is now dense residential city development, on three sides of the property.
3. **COMPLETE THE SIDEWALK:** As a safety measure, the developers should be require to finish the sidewalk to the property, at their expense, that ends at our northerly boundary. Otherwise there will no sidewalk raising a safety issue for pedestrian walking and biking along the road.
4. **DRAINAGE:** There is a major drainage problem that was supposed to be attended to when the development across the street was put in and allowed. Once again the road has flooded and our driveway destroyed and rendering the property inaccessible from Redmond Hill road until we can effectuate repairs. As you know , development of roads create water runoff at a greater pace and that has happened here. Now the subdivisions and development are causing much greater runoff in the spring which destroys the road into our property. This new subdivision will only make the problem worse and cause greater expense for us in the future. As it stand now, we have to repair the road that this runoff destroyed this year.

5. COVENANT NOT TO GROW: Because we are a working farm, we will come into natural conflict with the urban dwellers. There should be a covenant in the subdivision that there be no medical or recreational growth of this product and or hemp so as to avoid plants that could ruin the agricultural operation. Any plants that could cross pollinate the farm grow should be banned from the subdivision.

6. SETBACKS: There should be reasonable setbacks from any residential property/housing from the farming operation. How much buffer is to be determined, however farming operation use organically approved pesticides. It cannot be that the future residents will complain about legitimate farming operations, or the use of legal products to pursue that.

7. HEIGHT RESTRICTIONS: There may need to be height restrictions on the homes/building lots that can see over the wall and onto the property or we cannot prevent the visual obstruction that may be required for Marijuana production.

8. DEED RESTRICTIONS: Covenants to prevent any such issues should be contained within deeds to the lots and run with the land.

9. NON ORGANIC PESTICIDE RESTRICTIONS: Since the farm is an organic grow fact the residential development should also be restricted from using any products which might threaten the organic designation of the property. Please consider the water runoff possibilities here.

Regards,

Roy B. Thompson

THOMPSON BOGRAN, P.C.
A PROFESSIONAL CORPORATION

5 Centerpointe Dr., Suite 400A
Lake Oswego, OR 97035
Telephone: 503-635-3400
Cell: 503-381-9945
Facsimile: 503-635-3897

Tax Advice Notice: Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, we would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement would be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

NOTICE: This email transmission may contain information that is protected by the attorney-client or other privileges. If you are not the intended recipient, you are hereby notified that any disclosure, or taking of any action in reliance on the contents, is strictly prohibited. If you have received this transmission in error, please contact Thompson & Bogran, PC immediately at (503) 635-3400, destroy any copies, and delete it from your computer system. This electronic communication is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. There is no intent on the part of the sender to waive any evidentiary or other common law privilege(including the attorney-client privilege) that may attach to this communication.

The Oregon Bar may require all Oregon attorneys to notify e-mail recipients that e-mail is not a secure method of communication; that it may be copied and held by any computer through which it passes; and that persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent. Thank you for your cooperation.

Please consider the environment before printing.

Ron Pomeroy

From: Roy B. Thompson [roythompson@comcast.net]
Sent: April 12, 2016 7:54 AM
To: Ron Pomeroy
Subject: Re: S 1-16 CS Property Investments LLC

Ron;

Thanks for your confirmation receipt. Please also take a look at ORS 215.243 which concerns agricultural land use policy. also please see the Wikipedia Article on the right to farm laws in the USA and Oregon. There really should be some significant buffer zone between a farming operation and a significant residential development. As you know we are currently farming at the property.

Roy B. Thompson

THOMPSON BOGRAN, P.C.
A PROFESSIONAL CORPORATION

5 Centerpointe Dr., Suite 400A
Lake Oswego, OR 97035
Telephone: 503-635-3400
Cell: 503-381-9945
Facsimile: 503-635-3897

Tax Advice Notice: Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, we would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement would be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Report and Recommendation by Gary Eastlund of Hagan-Hamilton to approve the 2016 - 2017 Property, Liability, Workers Compensation, and Auto Insurance Coverages

BACKGROUND:

Attachments

Gary Eastlund Letter

Insurance. It's What We Do.

June 17, 2016

McMinnville City Councilors
Rick Olson, Mayor
Martha Meeker, City Manager

Re: Insurance Programs Stewardship Report
July 1, 2016 – June 30, 2017

life auto home
health business
employee benefits



HAGAN HAMILTON
insurance services

PO Box 847
McMinnville, Oregon 97128

I would like to thank you for your continued support of Hagan Hamilton as your Agent of Record for the City insurance programs. I have reviewed the renewal proposals and my recommendation to the Council is to accept the renewal offers from CIS for:

- PROPERTY/LIABILITY
- AUTO
- MECHANICAL BREAKDOWN
- WORKERS COMPENSATION

The proposed annual contribution for the CIS Package, not including the workers' compensation, is \$432,721. This represents a 16% increase over the prior year contribution of \$365,010. This increase is due to significant claims activity in the years 2011 -2015 in addition property values have increased 17% as a result of the most recent audit.

The CIS workers' compensation renewal deposit has increased from \$86,212 to 94,230. This increase is a direct result of your experience modification factor increase from .86 to .88 and increased payroll projections for 2016.

With regard to the Airport Liability Insurance I recommend acceptance of the renewal proposal from Ace Property and Casualty Insurance Company for:

- AIRPORT OWNERS AND OPERATORS LIABILITY

The renewal premium for the Airport Liability policy is the same as the expiring policy term at \$5,675.

McMINNVILLE
503.472.2165 p

NEUBERG
503.538.4455 p

SHERIDAN
503.843.2384 p

ST. HELENS
503.397.0123 p

In light of these increased premiums for the upcoming year it is important to drill down to the base causes of the increases. Individual member's rates correlate directly with the paid losses for the member. McMinnville suffered large general liability losses in the past 4 years. The fact that CIS is financially strong enough to pay significant claims for the individual members and continue to offer the coverage is a testimonial to the strength and management of the risk pool. This allows each member to spread the cost of risk over the next several years and on a proportionate scale over all the members of the risk pool.

Thank you again for your past, present and future support of me and Hagan Hamilton Insurance.

Respectfully,



Gary E. Eastlund CIC ARM CRM
Risk Management Consultant

McMINNVILLE
503.472.2165 p

NEWBERG
503.538.4455 p

SHERIDAN
503.843.2384 p



City Council- Regular

Meeting Date: 06/28/2016

Subject: Resolution adopting the budget for the fiscal year beginning July 1, 2016, making appropriations, imposing and categorizing property taxes

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016 - 46: Adopting the budget for the fiscal year beginning July 1, 2016; to make the appropriations; to impose the property taxes; and to categorize the property taxes

BACKGROUND:

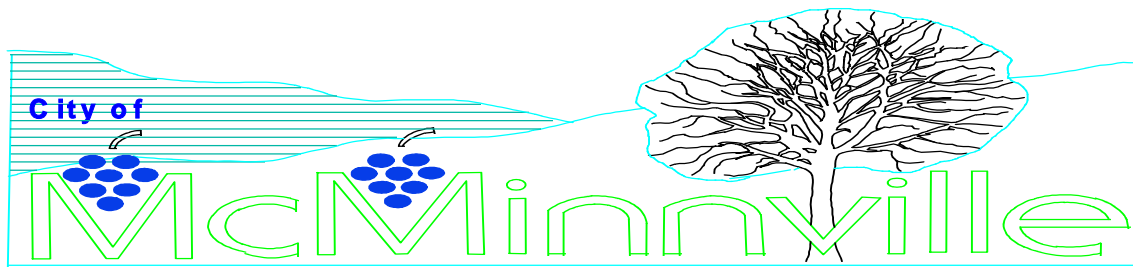
This resolution adopts the City's budget for fiscal year 2016-2017, including changes approved by the Budget Committee, and other changes as allowed by Oregon Local Budget Law. See the attached Memorandum describing these changes.

RECOMMENDATION:

Approval of the resolution adopting the budget, making appropriations, imposing property taxes, and categorizing property taxes for fiscal year 2016-2017

Attachments

Memorandum 2016-17 Budget Adoption
Adopt Budget Resolution



MEMORANDUM

DATE: June 28, 2016
TO: Martha Meeker, City Manager
FROM: Marcia Baragary, Finance Director
SUBJECT: Budget Resolutions

Oregon Local Budget Law requires the governing body to enact a resolution adopting the City's budget for each fiscal year.

Resolution Adopting the 2016-17 Budget – This resolution adopts the budget for the fiscal year beginning July 1, 2016, makes appropriations, imposes property taxes, and categorizes property taxes

- *The resolution includes changes as approved by the Budget Committee*
 - a) **Community contributions** – Increased by \$25,000 for contribution to Union Gospel Rescue Mission
 - b) **Economic Development** – The City's contribution to the McMinnville Economic Development Partnership was decreased from \$60,000 to \$42,000 and an \$18,000 contribution towards lobbying efforts for the Newberg Dundee Bypass project was added
- *Oregon Local Budget Law allows the City Council to make certain changes to the budget that was approved by the budget committee. As presented, the Resolution adopting the 2016-17 Budget includes the following changes:*
 - a) **Planning Department personnel services** – Personnel services appropriations were increased by \$22,000 due to changes related to the Planning Director position and a vacant staff position. Professional consulting services were reduced to offset the increase.
 - b) **YCOM membership dues for emergency communications** – The 2016-17 Budget approved by the Budget Committee reflected a 5 percent increase in YCOM membership dues; the actual increase is 4 percent, resulting in a decrease of \$7,600.
 - c) **Janitorial Services** – After the Budget Committee approved the 2016-17 budget, the City negotiated a janitorial services contract which will increase costs but will also improve services. The increase in the General Fund is \$16,700 and a total of \$1,850 in all other funds.

- d) **Urban Renewal property taxes** – Based on information provided by professional consultants, urban renewal property tax revenues and expenditures were decreased by \$62,990. The corresponding inter-agency transactions in the General Fund were reduced by the same amount.
- e) **Fire Department grants** – The 2016-17 budget presented for adoption includes a \$23,000 FEMA grant in the Fire Department for emergency operations equipment.
- f) **Carryover projects** – Appropriations for projects which will not be completed in 2015-16 and are carried forward to 2016-17, include the following:
 - \$95,000 for projects at the Airport;
 - \$12,000 for stucco repair at the Community Center;
 - \$179,000 in Transportation Fund bond-related street and sidewalk improvements

Recommended Action: City Council approval of the Resolution Adopting the 2016-17 Budget and imposing and categorizing property taxes.

RESOLUTION NO. 2016 - 46

A Resolution adopting the budget for the fiscal year beginning July 1, 2016; to make the appropriations; to impose the property taxes; and to categorize the property taxes.

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

1. Adopting the Budget: The City Council for the City of McMinnville adopts the budget for 2016 - 2017, now on file in City Hall, 230 NE Second Street, McMinnville, Oregon, as approved by the Budget Committee and amended by the City Council, in the sum of **\$ 108,664,100**

2. Making Appropriations: The amounts for the fiscal year beginning July 1, 2016 are for the purposes shown below and are hereby appropriated as follows:

General Fund

Administration	1,107,286
Finance	751,854
Engineering	903,100
Planning	549,251
Police	7,613,385
Municipal Court	466,343
Fire	2,929,453
Parks & Recreation	2,536,131
Park Maintenance	1,181,630
Library	1,464,403
Special Payments	2,064,330
Debt Service	150,125
Transfers Out To Other Funds	1,810,155
Operating Contingencies	900,000
	<hr/>
Total General Fund Appropriation	\$ 24,427,446

Special Assessment Fund

Community Assessments and Grants	232,300
Transfers Out To Other Funds	6,020
Operating Contingencies	80,000
	<hr/>
Total Special Assessment Fund Appropriation	\$ 318,320

Transient Lodging Tax Fund

Tourism Promotion and Programs	484,830
Transfers out to Other Funds	209,270
	<hr/>
Total Transient Lodging Tax Fund Appropriation	\$ 694,100

Telecommunications Fund

Public Education Access	234,500
Operating Contingencies	1,450
Total Telecommunications Fund Appropriation \$	235,950

Emergency Communications Fund

911 Emergency Communications	819,316
Operating Contingencies	75,000
Total Emergency Communications Fund Appropriation \$	894,316

Street (State Gas Tax) Fund

Street Maintenance and Improvements	1,614,858
Transfers Out To Other Funds	807,202
Operating Contingencies	250,000
Total Street (State Gas Tax) Fund Appropriation \$	2,672,060

Airport Maintenance Fund

Airport Maintenance and Operations	3,622,775
Transfers Out To Other Funds	75,721
Operating Contingencies	300,000
Total Airport Maintenance Fund Appropriation \$	3,998,496

Public Safety Facilities Construction Fund

Police and Civic Hall Building	1,100
Transfer Out to Other Funds	2,376
Total Public Safety Fac Construct Fund Appropriation \$	3,476

Transportation Fund

Street Capital Improvements	11,761,794
Debt Service	201,248
Transfers Out To Other Funds	149,480
Project Contingencies	500,000
Total Transportation Fund Appropriation \$	12,612,522

Park Development Fund

Park Acquisition and Improvements	1,869,283
Transfers Out To Other Funds	154,999

Project Contingencies	31,295
Total Park Development Fund Appropriation	\$ 2,055,577

Debt Service Fund

Debt Service	3,358,950
Total Debt Service Fund Appropriation	\$ 3,358,950

Building Fund

Building Plan Review and Inspection	415,211
Transfers Out To Other Funds	42,109
Operating Contingencies	75,000
Total Building Fund Appropriation	\$ 532,320

Wastewater Services Fund

Administration	594,900
Plant	1,714,501
Environmental Services	467,462
Conveyance Systems	784,412
Transfers Out To Other Funds	6,538,984
Operating Contingencies	300,000
Total Wastewater Services Fund Appropriation	\$ 10,400,259

Wastewater Capital Fund

Sewer Capital Improvements	3,509,450
Transfers Out To Other Funds	203,109
Project Contingencies	500,000
Total Wastewater Capital Fund Appropriation	\$ 4,212,559

Ambulance Fund

Emergency Medical Services	4,145,455
Transfers Out To Other Funds	325,326
Operating Contingencies	300,000
Total Ambulance Fund Appropriation	\$ 4,770,781

Information Systems & Services Fund	
Information Technology Services	1,075,884
Operating Contingencies	65,000
Total Information Systems & Services Fund Appropriation	\$ 1,140,884
Insurance Services Fund	
Property, Liability and Workers Compensation Insurance	1,018,295
Transfers Out To Other Funds	69,196
Operating Contingencies	100,000
Total Insurance Services Fund Appropriation	\$ 1,187,491
TOTAL APPROPRIATIONS	\$ 73,515,507
Total Unappropriated and Reserved Amounts, All Funds	35,148,593
Total Adopted Budget	108,664,100

3. Imposing & Categorizing Property Taxes: The City Council for the City of McMinnville hereby imposes the property taxes provided for in the Adopted Budget at the rate of \$5.0200 per \$1,000 of assessed value for general operations and in the amount of \$2,715,000 for debt service; and that these taxes are hereby imposed and categorized for tax year 2016 - 2017 upon the assessed value of all taxable property within the city.

	Subject to the General Government Limitation	Excluded from the General Government Limitation
General Fund	\$5.0200 / \$1,000	
Debt Service Fund		2,715,000
Category Totals	\$5.0200 / \$1,000	2,715,000

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 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 47: Approving a Personal Services Agreement Between the City of McMinnville and Doug Montgomery

BACKGROUND:

Please see attached resolution

Attachments

Pers Services Resolution
Montgomery Contract

RESOLUTION NO. 2016 – 47

A Resolution Approving a Personal Services Agreement between the City of McMinnville and Doug Montgomery.

RECITALS:

City Planning Director Doug Montgomery will retire June 30, 2016. The City's incoming Planning Director will begin her employment with the City no later than August 1, 2016. Mr. Montgomery has offered to work as a contract employee from July 1, 2016 to December 31, 2016, to support the operations of the Planning Department during the transition period.

The attached agreement provides for Mr. Montgomery to work not more than twenty four hours per week between July 1, 2016 and December 31, 2016.

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

1. The attached Personal Services Agreement is approved.
2. The City Manager is authorized to enter into the Agreement.
3. This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

CITY OF McMINNVILLE, OREGON

PERSONAL SERVICES CONTRACT
for
Transition Consulting Services

This Contract is between the CITY OF McMINNVILLE, a municipal corporation of the State of Oregon (City) and Doug Montgomery (Contractor). The City's Project Manager for this Contract is Martha Meeker.

The parties mutually covenant and agree as follows:

1. **Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on December 31, 2016.
2. **Statement of Work.** The work to be performed under this contract consists of professional consulting and project advising associated with the transition of a new Planning Director.
3. **Consideration.**
 - a. City agrees to pay Contractor for actual hours worked at the rate of \$75.00 per hour, and allowable expenses incurred for accomplishing the work required by this contract, but not to exceed 24 hours per week.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
4. **Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print):

Address:

Social Security #: _____

Federal Tax ID #: _____

State Tax ID #: _____

Citizenship: Nonresident alien Yes No

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

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

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

Signed by Contractor:

Signature/Title

Date

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

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee

Date

Reviewed:

City Attorney or Designee

Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.
 - a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
 - b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit C.
 - c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
 - d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.
2. Subcontracts and Assignment. Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
5. Early Termination
 - a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
 - c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

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

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

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

7. Remedies

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

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

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

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

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

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

EXHIBIT A
STATEMENT OF THE WORK

The McMinnville City Manager has requested assistance in providing planning related services to support the existing staff during the month of July (the period of time between my retirement from the City and the arrival of the new Planning Director). Further assistance may also be requested and provided beyond that time, up to December 31, 2016, depending upon the needs of the department, request of the City, and my availability.

Work and services provided during the month of July would include, but are not limited to those items noted in the list below. This work would not exceed 24 hours each week.

- Provide current planning services, to include the preparation of staff reports for the Planning Commission and other review bodies; drafting of public notices and ordinances; assisting the public and other agencies in matters related to land use planning or code enforcement; and reviewing site and/or building plans for compliance with City ordinances.
- Provide economic development services, to include attending the July 14, 2016 meeting of the MEDP Board (if so requested); and responding to inquiries regarding economic development related matters.
- Provide long range planning and special project support services, to include work on the Affordable Housing Task Force's "short term" action plan projects; conducting work associated with proposed amendments to Chapter 17.62 (sign amortization provisions) and Chapter 17.64 (buffers from preschools); and work related to the enforcement of the City's sign amortization clause.
- Provide other technical and administrative services and support for the Planning Department as may be mutually agreed upon by the parties to this contract.

Depending upon the desires of the City and my availability, these (and additional) work tasks and services may be extended beyond the month of July upon mutual agreement of the parties. In any event, the work would not exceed 24 hours per week.

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

A. CONTRACTOR IS A CORPORATION

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

Entity	Signature	Date
--------	-----------	------

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

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

Contractor Signature	Date
----------------------	------

(Project Manager complete C below.)

C. CITY APPROVAL

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

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,

2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date



City Council- Regular

Meeting Date: 06/28/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 48: Authorizing the City Manager to execute the forthcoming grant offer from the FAA relative to the Airport Improvement Project contingent upon the City Attorney's review

BACKGROUND:

The City with the help of its consultant, Century West Engineering, is preparing a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant application for Construction and Construction Services for the Runway 4-22 Rehabilitation Project.

It's expected the FAA will send out a grant offer for the City's acceptance in mid-July to mid-August and has asked the City to accept and sign the offer within one week. In order to meet this timeline, the Council is being asked to authorize the City Manager to execute the forthcoming FAA Grant Offer contingent upon the City Attorney's review of the terms and conditions.

The Grant Application is in the amount of \$7,725,408 which is contingent upon FAA approval of an Independent Fee Evaluation (IFE) of the Construction Services scope of work which is currently in process. The amount could change but is not expected to. This will be the third and final grant for this project using FAA (AIP) Grants (discretionary and non-discretionary funds) that will cover consulting and construction costs. 90% of this project is federally funded with a 10% match with City funds.

The FY16/17 Budget contains a project in the Airport Fund (25) for Construction and Construction Services the rehabilitation of the main Runway 4-22 which is expected to being in May 2017.

RECOMMENDATION:

RECOMMENDATION: I recommend the City Council approve the Resolution authorizing the City Manager to execute the forthcoming grant offer from the FAA relative to the Airport Improvement Project contingent upon the City Attorney's review.

Attachments

FAA Grant Offer Resolution
FAA Form 5100-100

RESOLUTION NO. 2016 - _____

A Resolution authorizing the City Manager to execute the forthcoming grant offer from the FAA relative to the Airport Improvement Project contingent upon the City Attorney's review.

RECITALS:

The City with the help of its consultant, Century West Engineering, is preparing a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant application for Construction and Construction Services for the Runway 4-22 Rehabilitation Project.

It's expected the FAA will send out a grant offer for the City's acceptance in mid-July to mid-August and has asked the City to accept and sign the offer within one week. In order to meet this timeline, the Council is being asked to authorize the City Manager to execute the forthcoming FAA Grant Offer contingent upon the City Attorney's review of the terms and conditions.

The Grant Application is in the amount of \$7,725,408 which is contingent upon FAA approval of an Independent Fee Evaluation (IFE) of the Construction Services scope of work which is currently in process. The amount could change but is not expected to. This will be the third and final grant for this project using FAA (AIP) Grants (discretionary and non-discretionary funds) that will cover consulting and construction costs. 90% of this project is federally funded with a 10% match with City funds.

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

1. The City Manager is hereby authorized and directed to execute the forthcoming agreement with the Federal Aviation Administration for the City of McMinnville Airport Improvement Project in the amount of \$7,725,408.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of June 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 28th day of June 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land** (49 U.S.C. § 47106(b)) –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of McMinnville and Yamhill County has established zoning and an airport overlay to assure compatible land use in the vicinity of the airport. The proposed improvements are permitted outright by current zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The airport is owned by the City of McMinnville. The current exhibit A is on file at the ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 7,500		\$ 7,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees	568,088		568,088
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	6,649,820		6,649,820
12. Equipment			
13. Miscellaneous (Estimated FAA Reimbursable)	500,000		500,000
14. Subtotal (Lines 1 through 13)	\$ 7,725,408		\$ 7,725,408
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 7,725,408		\$ 7,725,408
19. Federal Share requested of Line 18	6,952,867		6,952,867
20. Grantee share	772,541		772,541
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 7,725,408		\$ 7,725,408

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	772,541
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 772,541
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 772,541

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway 4-22 Rehabilitation, Phase II-Design

AIRPORT: McMinnville Municipal Airport

1. Objective:

Construct and provide construction management services for the rehabilitation of Runway 4-22, HIRL replacement, and grading of RSA/OFA Grading.

2. Benefits Anticipated:

Restore service life of the runway pavement. Replace antiquated HIRL system. Perform RSA/OFA grading as needed to meet current FAA standards.

3. Approach: (See approved Scope of Work in Final Application)

Construct per design which is in accordance with FAA advisory circulars and design standards.

4. Geographic Location:

City of McMinnville, OR
Yamhill County, OR
State of Oregon

5. If Applicable, Provide Additional Information:

None

6. Sponsor's Representative: (include address & telephone number)

Rich Spofford, Engineering Services Manager, City of McMinnville
231 NE 5th Street, McMinnville, OR 97128
503-434-7312