

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**December 13, 2016
6:00 p.m. – Informal Dinner Meeting
7:00 p.m. – Regular Council Meeting**

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

NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m. The Agenda for the evening will be reviewed during the Dinner Meeting. Staff will be present to answer questions.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

1. APPOINTMENT OF SCOTT HILL TO FILL THE UNEXPIRED TERM OF MAYOR RICK OLSON.
2. OATH OF OFFICE: Mayor Scott Hill
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*
 - 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.
4. PRESENTATION: Block Grant funding update from the Housing Authority of Yamhill County.
5. PUBLIC HEARING
 - a. Public Hearing: 2014 McMinnville Housing Rehabilitation Community Development Block Grant.
6. CONSENT AGENDA
 - a. Request by Project M Production for a new liquor license at 2303 NE Orchard Avenue.
 - b. Consider the Minutes of November 8th Dinner and Regular Meeting.

- c. **Resolution No. 2016-87**: A Resolution authorizing the City Manager or designee to enter into and manage a Personal Services Contract for transcription services with Susan Wood.
 - d. **Resolution No. 2016-88**: A Resolution authorizing the acquisition of property for the NW Hill Road transportation bond project, and exercising the power of eminent domain.
7. INTERVIEWS FOR PLANNING COMMISSION
- a. Interview and **Resolution No. 2016-89**: A Resolution appointing _____ as a representative for Ward 1 of the Planning Commission.
8. RESOLUTIONS
- a. **Resolution No. 2016-90**: A Resolution appointing and re-appointing members to the various Boards, Committees, Commissions, and Task Force.
 - b. **Resolution No. 2016-91**: A Resolution approving Task Order No. 4 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.
 - c. **Resolution No. 2016-92**: A Resolution authorizing the City Manager or designee to enter into and manage a contract with _____ for ADA doors at the Library.
 - d. **Resolution No. 2016-93**: A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 8, 2016, in regard to Measure 36-181 "Imposing city tax on marijuana retailer's sale of marijuana items" and the election of three City Councilors and the Mayor.
9. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments.
 - b. Reports from Department Heads.
 - c. City of McMinnville Building Division Report for the period ending November 30, 2016.
 - d. Visit McMinnville - Audited Financial Statements & Audit Letters.
10. ADJOURNMENT



City Council- Regular

Meeting Date: 12/13/2016

Subject: Appointment

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

APPOINTMENT OF SCOTT HILL TO FILL THE UNEXPIRED TERM OF MAYOR RICK OLSON.

BACKGROUND:

Rick Olson resigned as Mayor effective October 1, 2016. The City Charter allows for the appointment of a temporary replacement as follows "Section 34. FILLING OF VACANCIES. When a vacancy in an elective city office occurs, a temporary replacement shall be appointed by a majority vote of the council. The term of office of the temporary replacement shall begin immediately upon his appointment and continue until a permanent replacement is elected at the next general election, but said election shall not occur less than 60 days after the office has been declared vacant or an individual appointed by the council. The newly elected council person shall take office at the first regular meeting of the council occurring subsequent to the election. The term of office of the elected replacement shall be the unexpired term of the elected predecessor. (Res. No. 1978-47 §6(a))".



City Council- Regular

Meeting Date: 12/13/2016

Subject: Public Hearing - Community
Development Block Grant

Submitted For: Heather Richards, Planning Director

From: Heather Richards, Planning Director

AGENDA ITEM:

Public Hearing: 2014 McMinnville Housing Rehabilitation Community Development Block Grant.

BACKGROUND:

The City of McMinnville partnered with the Housing Authority of Yamhill County (HAYC) and Yamhill County Affordable Housing Corporation (YCAHC) on the management of a 2014 Community Development Block Grant for housing rehabilitation. The City of McMinnville applied for and received the grant from the State's Community Development Block Grant program through the Oregon Business Development Department and then contracted with HAYC and YCAHC to administer the program.

This is the final public hearing to solicit public testimony on how the program was managed and administered.

The project assisted 52 households, serving 120 low- and moderate-income people by providing grants to complete health and safety repairs to their manufactured homes in the cities of McMinnville, Newberg and Dayton. Darcy Reynolds, Housing Rehabilitation Specialist has provided a memorandum which is attached to this staff report and will provide a more in-depth report at the public hearing.

The hearing was noticed in the News Register on December 2, 2016.

FISCAL IMPACT:

There is no anticipated fiscal impact for this agenda item.

RECOMMENDATION:

Staff recommends that the City Council open the public hearing, invite a staff report from Darcy Reynolds, Housing Rehabilitation Specialist and then invite public testimony.

Attachments

Memo from Darcy Reynolds, Housing Rehabilitation Specialist

To: City of McMinnville Mayor and City Council Members

From: Darcy Reynolds - Housing Rehabilitation Specialist, representing the Housing Authority of Yamhill County (HAYC), and Yamhill County Affordable Housing Corporation (YCAHC) a non-profit agency.

Date: December 6, 2016

Subject: Final Public Hearing for the 2014 McMinnville Housing Rehabilitation Community Development Block Grant.

PUBLIC HEARING

The purpose of this Public Hearing is for the City Council of McMinnville to obtain citizens views about the 2014 Community Development (CDBG) Housing Rehabilitation Grant project, and to take comments about the local government's performance.

PROJECT SUMMARY

This project assisted 52 households, 120 people total, 100% of which were low income, by providing grants to complete immediate health and safety repairs to their manufactured homes (more project details will be provided by HAYC during the public hearing comment section).

CITY PERFORMANCE

My experience working with the City of McMinnville during this project was outstanding. The city's staff met the multitude of project requirements timely and accurately, and were very pleasant to work with.

The city also performed very well during the state audit, with no performance findings.

I'd like to give special recognition and appreciation to the following city officials for their roles in making this project a success:

- Former Mayor Rick Olsen, and the Council for supporting the application for the CDBG funding.
- Former Planning Director Doug Montgomery and Principal Planner Ron Pomeroy, for assuming the role of certifying officer. This involved acting as the central point of contact for the grant, reviewing and signing off on all the site specific environmental reviews as well as various policies and contractual documents, working directly with the state during the course of the project, and also for their participation on the YCAHC Board of Directors.
- Candice Haines for all of her work as the City Attorney reviewing and updating the contract documents.

- Marcia Baragary for reviewing and signing draw requests, turning reimbursement checks over timely, as well as participating in the audit.
- Rose Lorenzen for her assistance with the initial public hearing and various other administrative requirements required to submit the grant, and for providing city employment policies and information for the audit.
- Finally, I'd like to thank Sarah Sullivan and Katie Land who helped transfer phone calls, loan files, and other documents between HAYC and the Certifying Officers throughout the project.



City Council- Regular

Meeting Date: 12/13/2016

Subject: Request for Liquor License

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Request by Project M Production for a new liquor license at 2303 NE Orchard Avenue.

BACKGROUND:

Attachments

Liquor License



City Recorder Use	
<hr/>	
Final Action:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: PROJECT M PRODUCTIONS
 BUSINESS LOCATION ADDRESS: 2303 NE ORCHARD AVE
 LIQUOR LICENSE TYPE: WINERY - NEW OUTLET

Is the business at this location currently licensed by OLCC

Yes No ✓

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

Hours of operation: NOT OPEN TO THE PUBLIC

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

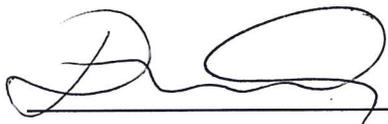
EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: Yes No ✓

Criminal Records Check: Yes No ✓

Recommended Action: Approve Disapprove ✓



Chief of Police / Designee



City Manager / Designee



City Council- Regular

Meeting Date: 12/13/2016

Subject: Minutes

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Consider the Minutes of November 8th Dinner and Regular Meeting.

BACKGROUND:

Attachments

November 8 Minutes

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

Tuesday, November 8, 2016, at 6:00 p.m.

Presiding: Kevin Jeffries, Council President

Recording: Melissa Grace, City Recorder

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	
	Scott Hill	
	Kevin Jeffries	
	Kellie Menke	
	Alan Ruden	
	Larry Yoder	

Also present were Community Development Director Mike Bisset, City Attorney David Koch, Planning Director Heather Richards, Finance Director Marcia Baragary, Associate Planner Chuck Darnell and a member of the news media, Tom Henderson of the *News Register*.

DINNER

CALL TO ORDER: Council President Jeffries called the Dinner Meeting to order at 6:23 p.m.

DISCUSSION REGARDING AGENDA ITEMS: Council President Jeffries asked for a volunteer to lead the Pledge of Allegiance and Councilor Ruden volunteered.

Council President Jeffries reviewed the agenda for the evening.

City Recorder Grace provided revised copies of the minutes of the September 27, 2016 Regular meeting which were corrected to include Mike Bisset in attendance.

A handout from Visit McMinnville was provided to the Council.

1ST QUARTER BUDGET REVIEW: Finance Director Baragary provided an overview of the General Fund for the 1st Quarter. She stated that the actual beginning fund balance for fiscal year 2016-2017 is included and that it exceeded the estimated amount by \$170,000. She commented that she was happy to inform Council that the actual increase in assessed values and property tax revenues are on track with the four percent increase that was budgeted. Ms. Baragary continued by reviewing the revisions to the General Fund expenditures. One of the revisions included the

estimated increase in the Public Employee Retirement System (PERS) employer contribution rates in July 2019. Discussion ensued regarding the PERS situation.

Community Development Director Bisset shared that strategic planning discussions are beginning to take place and that appropriate service levels and revenue streams will be discussed. Councilor Hill added that the strategic plan will set standards and priorities.

Finance Director Baragary mentioned that there will be slides displayed during the regular meeting that will provide a visual picture of the PERS deficit. She also stated that the way the budgeting has been done in the past has been very conservative and that current and future projections will be more realistic.

ORDINANCE NO. 5012: AN ORDINANCE AMENDING SECTION 3.10.060, SYSTEMS DEVELOPMENT CHARGES, EXEMPTIONS, OF THE MCMINNVILLE MUNICIPAL CODE TO EXPAND AFFORDABLE HOUSING EXEMPTIONS. (SECOND READING)

Planning Director Richards shared that at Council's direction, the Affordable Housing Task Force reconvened to evaluate the five-year payback provision. After discussion, they voted to recommend a ten-year payback provision.

ORDINANCE NO. 5013: AN ORDINANCE AMENDING CHAPTER 17.62 OF THE MCMINNVILLE ZONING ORDINANCE TO ADD PROVISIONS RELATED TO THE AMORTIZATION PROCESS FOR NONCONFORMING SIGNS AND TO REMOVE CONTENT-BASED SIGN REGULATIONS.

Planning Director Richards mentioned that the proposed Ordinance extends the deadline for property owners to come into compliance to December 31, 2017.

ORDINANCE NO. 5014: AMENDING CHAPTER 17.64.040(A)(6) (MARIJUANA RELATED ACTIVITIES - PERFORMANCE STANDARDS) OF THE MCMINNVILLE ZONING ORDINANCE TO ADD A REFERENCE TO THE OAR DEFINITION OF "SCHOOL", AND TO DELETE THE REFERENCE TO "STATE LICENSED PRESCHOOL".

Planning Director Richards stated that the proposed Ordinance was brought to the Planning Commission for discussion. They discussed how to measure distance, how to define schools, distance between facilities, and reaffirmed how to measure the distance of 1,000 feet (from property line to property line).

She added that the recommendation is to rely on the State's definition of "school."

Discussion ensued related to marijuana facilities.

RESOLUTION NO. 2016-82: A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2016-2017 AND MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE CITY OF MCMINNVILLE LOAN TO MCMINNVILLE URBAN RENEWAL AGENCY.

Finance Director Baragary mentioned that this item is a “housekeeping” resolution as it is adopting a supplemental budget and making supplemental budget appropriations which is allowed within budget law.

ADJOURNMENT: Council President Jeffries adjourned the Dinner Meeting at 6:45 p.m.

Melissa Grace, City Recorder

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

Tuesday, November 8, 2016, at 7:00 p.m.

Presiding: Kevin Jeffries, Council President

Recording: Melissa Grace, City Recorder

Councilors: Present Excused Absence
Remy Drabkin
Scott Hill
Kevin Jeffries
Kellie Menke
Alan Ruden
Larry Yoder

Also present were Community Development Director Mike Bisset, City Attorney David Koch, Planning Director Heather Richards, Finance Director Marcia Baragary, Police Chief Matt Scales, Parks and Recreation Director Jay Pearson, IT Director Scott Burke, Associate Planner Chuck Darnell, and a member of the news media, Tom Henderson of the *News Register*.

AGENDA ITEM

CALL TO ORDER: Council President Kevin Jeffries called the meeting to order at 7:00 p.m. and welcomed all in attendance.

PLEDGE OF ALLEGIANCE: Councilor Ruden led the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Council President Jeffries invited the public to comment.

Zach Dotson, 1138 SW Davis Street, provided a statement regarding the Dakota Access Pipeline. He spoke about the Sioux tribe and stated that the pipeline should be stopped because it is putting clean water at risk. He stated that water is life. Mr. Dotson discussed the act of protest and protecting the environment. He acknowledged that the area has a strong Native American heritage and provided a brief history of local Native Americans. He shared that November is National Native American heritage month. Mr. Dotson urged the elected representatives to stand and use their voices to publicly state their solidarity with the Sioux tribe. He concluded by asking the Council to consider that water is life.

1. CONSENT AGENDA

1. a. Consider Minutes of the July 26, 2016, September 27, 2016 and October 25, 2016 Dinner and Regular Meetings.

1. b. Consider the re-adoption of the Minutes of the October 11, 2016 Dinner and Regular Meeting.

1. c. **Resolution No. 2016-80**: A Resolution authorizing the City Attorney to enter into and manage a Personal Services Contract for on-call legal support services with Beery, Elsner and Hammond, LLP.

Councilor Menke MOVED to adopt the consent agenda as amended; SECONDED by Councilor Ruden. Motion PASSED unanimously.

2. PRESENTATION

2. a. Update on Visit McMinnville from Executive Director Jeff Knapp.

Visit McMinnville Executive Director Knapp stated that last October was the start of his first year with Visit McMinnville. He commended Council and acknowledge the Board of Visit McMinnville for providing a strong foundation for the organization to move quickly towards positive economic impact for tourism.

Mr. Knapp acknowledged that there were Visit McMinnville Board Members in the audience as well as Marketing Manager, Kitri McGuire. He displayed a list of the Board Members and staff of Visit McMinnville and shared that Interim City Manager Haines will be joining the Board.

Mr. Knapp stated that Visit McMinnville is an innovative marketing organization dedicated to enhancing McMinnville's economy by attracting as many visitors as possible to the City, and once they are here, ensuring those visitors spend as much money as possible with local businesses.

He explained how Visit McMinnville measures success which includes transient lodging tax collections blended with citywide lodging occupancy, website traffic to VisitMcMinnville.com, and referral traffic from VisitMcMinnville.com to stakeholder websites.

Mr. Knapp displayed a graph of transient lodging tax collections which reflected growth in all areas for the year. He added that the high months are hitting a ceiling and the focus is on targeting the low and shoulder seasons. He displayed a graph of occupancy from 2010 through the present time and explained that occupancy has generally been on an upward trajectory over the last 12 to 18 months, with growth noted in almost every month. He highlighted that there was particularly strong growth during the winter months, and that the average occupancy for the fiscal year July 2015 through June 2016 averaged 62.3 percent as compared to 56.5 percent the previous fiscal year. He added that the average daily rate (ADR) was up every month from April through September.

Mr. Knapp displayed a chart of the budget rollup for the third quarter ending September 30th. He then discussed the many goals of Visit McMinnville for the FY 2017 as follows:

- Increase transient lodging tax (TLT) by nine percent;
- Execute strategy to attain 250,000 unique visitors to visitmcminnville.com;
- Achieve a minimum advertising reach of 40 percent and a frequency three times for adults between the ages of 35 and 65 through Visit McMinnville's year-round, comprehensive advertising campaign within the state of Oregon;
- Execute strategy to rank in the top five online referrers to local tourism stakeholders' websites;
- Execute shoulder and low season (November – April 2017) promotional campaign to improve healthier seasonality mix in the McMinnville tourism industry;
- Initiate successful Wine Walk promotion to gamify McMinnville tourism targeting 10,000 participants in the first year;
- Build Social Media audience by 100 percent;
- Secure regional and national, non-paid media coverage resulting in one million impressions;

- Continue to enhance user experience on visitmcminnville.com and optimize performance of the website, measured by stakeholder web referrals;
- Enhance investments in visitmcminnville.com increasing organic traffic by 100 percent through maximizing search engine optimization and search engine marketing;
- Design and implement program activating the Visitor Development Fund to attract group visits with focus on low and shoulder season;
- Expand Visit McMinnville’s branding campaign by adding two new radio, one TV, and four print ads;
- Initiate comprehensive visitor data through intercept surveys and online analysis to steer ongoing efforts targeting 1,500 completed visitor surveys;
- Design, produce and print a second McMinnville visitor guide and distribute to state-wide audience;
- Launch a new 90 second marketing video;
- Plan and execute the first Visit McMinnville Board Retreat for long term visioning, planning, and organization strengthening; and
- Work with the City, local interests, and other economic development organizations to contribute to a cohesive, long term vision and connection of the Downtown, Granary, and Alpine districts.

Mr. Knapp displayed a chart of the statistics related to advertising results and a unique winter print and digital ad. He briefed the Council on current projects including:

- McMinnville Wayfinding Committee;
- Oregon Truffle Festival Partnership and hosting;
- Cycling resource creation and promotion;
- Web-based itinerary planner; and
- Wine Walk Winter Promotion and Umbrella Share.

He mentioned that an audit was just completed and it will be provided to Council next month.

Councilor Hill mentioned that there is a tremendous amount of enthusiasm on the Board. They are passionate about clean economic growth within the community.

Councilor Drabkin left the meeting at 7:33 p.m. and returned at 7:35 p.m.

2.b

General Fund 1st Quarter Budget Review

Finance Director Baragary stated that Councilors had asked for a report in November to update the budget and forecast with information that was not

available at the time the budget was adopted. The report provided reflects the budget and forecast with the changes incorporated. She stated that in order to better understand the impact of the changes made, the current fiscal year budget plus four subsequent years has been provided.

She explained that the actual beginning fund balance for fiscal year 2016-2017 is included and that it exceeded the projected amount by \$170,000. Ms. Baragary added that the actual increase in assessed values and property tax revenues are on track with the four percent increase that was budgeted. She also stated that the City will receive some of the marijuana tax from the State. The estimation is \$50,000 which does not include any local marijuana tax that may be received.

Ms. Baragary reviewed the changes incorporated in the forecast which included the addition of three police officers at an annual cost between \$315,000 and \$365,000.

She added that there is the possibility of eliminating two Parks Maintenance positions that were budgeted for the year as well as the increase in library staffing that was included in the 2016-2017 budget. She stated that the Fire Hall remodel and repair design of \$60,000 was eliminated because it is not necessary since the estimated cost of the project is \$350,000 - \$400,000 and it is not in the forecast.

Finance Director Baragary discussed the addition of the 2019-2021 PERS biennium increase in the PERS employer contribution rates in July 2019.

She reminded the Council of the City's reserve policy and displayed a graph of the forecast with revisions that reflect the target reserve of 25 percent versus the projected reserve.

A graph was displayed showing the projected revenues versus expenditures as well as the projected surplus/ deficit.

Ms. Baragary directed the Council to a table which illustrates the best and worst case scenarios.

She reminded Council that projections are now more realistic.

Councilor Drabkin asked about the potential of marijuana tax revenues and how that money may be used to fund public safety. Police Chief Scales responded by stating that the funds may be used for public safety including both police and fire.

Discussion ensued regarding the additional marijuana tax revenue coming into the general fund.

Councilor Menke remarked that all cities and entities that deal with PERS are dealing with the same situation. She mentioned that the City of McMinnville is in good position to deal with these issues in part because of the reserves that have been built up and because the City and Council are being proactive and strategically planning on how to deal with it. Councilor Hill added that it is good that this is being addressed early.

Finance Director Baragary mentioned that the mid-year review will take place in January.

3. ORDINANCES

3.a. **Ordinance No. 5012:** An Ordinance amending Section 3.10.060, Systems Development Charges, Exemptions, of the McMinnville Municipal Code to expand affordable housing exemptions (Second Reading)

Planning Director Richards mentioned that Ordinance No. 5012 was presented and discussed at the October 11th, 2016 City Council meeting and that Council had asked the Affordable Housing Tax Force for further consideration regarding the payback provision. She stated that the Affordable Housing Task Force reconvened to evaluate the five-year payback provision and are recommending a ten-year payback provision which is similar to what Habitat for Humanity offers. It is estimated that the total exemption is approximately \$10,000 per unit. Ms. Richards added that the Ordinance also provides for an annual threshold for allocation of exemptions to not exceed \$75,000. Furthermore, there is a three-year evaluation period written into the Ordinance.

City Attorney Koch read by title only Ordinance No. 5012 amending Section 3.10.060, Systems Development Charges, Exemptions, of the McMinnville Municipal Code to expand affordable housing exemptions. (No Councilor present requested that the Ordinance be read in full.) The

title of the ordinance was read for the second time. Ordinance No. 5012 PASSED by a unanimous roll-call vote.

- 3.b. **Ordinance No. 5013:** An Ordinance amending Chapter 17.62 of the McMinnville Zoning Ordinance to add provisions related to the amortization process for the nonconforming signs and to remove content-based sign regulations.

Planning Director Richards introduced Associate Planner Chuck Darnell. Mr. Darnell stated that the two main components of the amendments to the Ordinance address the amortization program and content neutrality. He provided a background on the Ordinance and stated that the intent is to meet the original intent of the Ordinance which is to meet the deadline.

Mr. Darnell stated that one of the major changes is to extend the deadline to December 31, 2017 which will allow for necessary time for staff to effectively implement the amortization program. This will provide for time to provide notice of noncompliance.

Councilor Hill asked if there was a sense of where those involved are in relation to meeting the deadline. Planning Director Richards stated that there has been no communication to those potentially impacted since the Ordinance was originally adopted in 2008. Ms. Richards explained that the extension of the deadline will provide time for the Planning Department to make contact with those impacted and for the business and property owners to have time to plan for necessary changes or an appeal.

Discussion ensued regarding the notice process and allowing time for adequate notice.

Mr. Darnell explained that the plan is for the City to notify property owners six months prior to amortization deadline. The Planning Department will provide adequate time for property owners to plan for necessary changes for appeal. He mentioned that the change in signage may be expensive for some. Mr. Darnell then detailed a suggested appeal process which includes 60 days for property owner to appeal notice of noncompliance. He added that there would be three appeal options which include: providing evidence of compliance, exception, and a variance.

Changes related to content neutrality and menu board signs were discussed.

Mr. Darnell explained the next steps are to initiate a survey and work towards the goal of property owner notification by June 30, 2017.

Discussion ensued regarding enforcement of the Ordinance.

Council Drabkin suggested reaching out to those who make signs and provide them with the sign specifications from the Ordinance.

Community Development Director Bisset mentioned that all signage placed since the adoption of the Ordinance is in compliance with the Ordinance.

Discussion continued related to compliance. Planning Director Richards mentioned that there is not a sign permit application process. She stated that perhaps the inventory needs to be reviewed.

City Attorney Koch read by title only Ordinance No. 5013 amending Chapter 17.62 of the McMinnville Zoning Ordinance to add provisions related to the amortization process for the nonconforming signs and to remove content-based sign regulations. (No Councilor present requested that the ordinance be read in full.) The title of the ordinance was read for the second time. Ordinance No. 5013 PASSED by a unanimous roll-call vote.

Council President Jeffries ask if any Councilor was opposed to considering Resolution No. 2016-81 next so that Councilor Drabkin could be excused from the meeting due to illness. There was no objection.

4. a. **Resolution No. 2016-81**: A Resolution establishing reduced permit fees (building and planning) for affordable housing projects.

Planning Director Richards stated that Resolution 2016-81 is related to Ordinance 5012 and reduces permit fees by 50 percent.

Councilor Ruden asked that if a review would be conducted in three years. Planning Director responded that it would.

Councilor Drabkin MOVED to adopt Resolution No. 2016-81 establishing reduced permit fees for affordable housing projects; SECONDED by Councilor Ruden. Motion PASSED unanimously.

Councilor Drabkin left the meeting at 8:10 pm.

- 3.c. **Ordinance No. 5014**: An Ordinance amending Chapter 17.64.040 (A) (6) (Marijuana Related Activities – Performance Standards) of the McMinnville Zoning Ordinance to add a reference to the OAR definition of “school,” and to delete the reference to “state licensed preschool.”

Planning Director Richards explained that the recommendations related to the Ordinance are from the Planning Commission. She stated that there were some places that could use clarification. The Planning Commission looked at how to measure the 1,000 foot buffer and are suggesting to continue to measure it from property line to property line. They also discussed the separation of 1,000 feet between like facilities and suggest that the separation requirement is reaffirmed. Lastly the Planning Commission discussed the definition of schools. The McMinnville Ordinance strived to explain what schools are. The recommendation of the Planning Commission is to follow the state’s definition of schools.

City Attorney Koch read by title only Ordinance No. 5014 amending Chapter 17.64.040 (A) (6) (Marijuana Related Activities – Performance Standards) of the McMinnville Zoning Ordinance to add a reference to the OAR definition of “school,” and to delete the reference to “state licensed preschool.” (No Councilor present requested that the ordinance be read in full.) The title of the ordinance was read for the second time. Ordinance No. 5014 PASSED by a unanimous roll-call vote. It was noted that Councilor Drabkin was excused.

4. RESOLUTIONS

Item 4.a. was considered earlier in the meeting.

- 4.b. **Resolution No. 2016-82**: A Resolution adopting a Supplemental Budget for fiscal year 2016-2017 and making supplemental appropriations for the City of McMinnville loan to McMinnville Urban Renewal Agency.

Finance Director Baragary explained that this item is a “housekeeping” item as it is adopting a supplemental budget and making supplemental budget appropriations which is allowed within budget law.

On October 31, 2016, the City executed an agreement with JPMorgan Chase Bank to borrow money for the street construction improvement costs for Alpine Avenue and based on an intergovernmental agreement between the City and the Urban Renewal Agency, the City will loan those proceeds to Urban Renewal Agency. The Urban Renewal Agency will then use those proceeds to fund the project and tax increment revenue from the Urban Renewal Agency will be paid to the City. The City will use the tax increment revenue to pay the debt service on the loan with the Bank.

Ms. Baragary added that when the Budget was adopted in May 2016, the estimation for the Alpine Avenue project was \$2,000,000. As the process progressed, it was determined that the City would need an additional \$163,000. The Ordinance the Council adopted that authorized issuance of the debt stated that the debt should not exceed \$2,200,000. When the loan was executed with the bank, that amount was adjusted to be \$2,163,000. The purpose of the Resolution is to increase the amount of the appropriation in the General Fund to allow \$2,163,000 to be loaned to the Urban Renewal Agency instead of \$2,000,000. Ms. Baragary directed the Council to the second page of the Resolution which shows the adjustment of \$163,000.

Councilor Ruden asked if the closing costs were included in the loan. Finance Director Baragary responded that the closing costs were included in the loan.

Councilor Yoder MOVED to adopt Resolution No. 2016-82 adopting a Supplemental Budget for fiscal year 2016-2017 and making supplemental appropriations for the City of McMinnville loan to McMinnville Urban Renewal Agency; SECONDED by Councilor Ruden. Motion PASSED unanimously.

5. ADVICE/ INFORMATION ITEMS

5. a. Reports from Councilors on Committee and Board Assignments

Councilor Hill stated that Jeff Knapp of Visit McMinnville did a good job with his report. He also stated that there was a robust Urban Renewal Committee Meeting looking at a strategic plan and a five year plan under Planning Director Richards direction. Councilor Hill added that there has been good dialogue and it is a really good committee.

Councilor Menke mentioned that the Affordable Housing Task Force had a good meeting. She shared that the focus will be on talking to contractors about what they would like to see and what would be helpful to them. They also plan on reaching out to the church community to see if there is synergy can be created. She stated that she is excited about what could be done.

5. b. Department Head Reports

Planning Director Richards mentioned that it had been planned for the November Planning Commission meeting to hold a public hearing to look at the Stafford Land Company land use application for amending a planned development and building 200 plus dwelling units. She stated that she received supplemental information from the applicant that needs to be reviewed. The public hearing will be opened and continue until December. A staff report will be provided at the December Planning Commission meeting. Stafford Land Company has asked for a 60 day extension to review the land use decisions.

Councilor Ruden stated that there is a neighborhood meeting with Stafford Land Company on November 10th.

City Attorney Koch advised all Councilors that since this is an item that will ultimately come before them as a body as a land use matter that they try to avoid ex-parte contacts.

Community Development Director Bisset stated that the four bids received for the Alpine Avenue project were beyond the construction budget. They have asked the design team to revisit the areas that were significantly over budget. The intention is to repackage the project and go out for bids again. The target for construction remains next year.

Parks and Recreation Director Pearson commented on the various recreational activities and programs being run.

6. ADJOURNMENT: Council President Kevin Jeffries adjourned the Regular City Council Meeting at 8:35 p.m.

Melissa Grace, City Recorder



City Council- Regular

Meeting Date: 12/13/2016

Subject: Resolutin No. 2016 - 87

Submitted For: Heather Richards, Planning Director

From: Heather Richards, Planning Director

AGENDA ITEM:

Resolution No. 2016-87: A Resolution authorizing the City Manager or designee to enter into and manage a Personal Services Contract for transcription services with Susan Wood.

BACKGROUND:

The Planning Department currently supports five committees/commissions that meet monthly. In order to support these committees and commissions and provide a transparent public process, the Planning Department would like to start providing official minutes for each meeting. It is more effective and efficient for the Planning Department to record the meetings and provide the recording to a transcriptionist for development of the minutes, thus freeing up valuable staff time to continue to provide excellent customer serve and to focus more on the needed strategic planning for the City of McMinnville.

Susan Wood provides similar services to the City of Newberg and Oregon City.

FISCAL IMPACT:

Billable hourly rate is \$16.00 per hour with an estimated transcription time of 2 hours per each hour of recording. The contract extends through June 30, 2018, and is a not-to-exceed contract of \$15,000. Currently there are funds in the Planning Department budget to cover the costs of the contract.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2016-87 authorizing the City Manager or designee to enter into and manage a Personal Services Contract with Susan Wood for transcription services.

Attachments

Resolution 2016-87

Contract

RESOLUTION NO. 2016-87

A Resolution authorizing the City Manager or designee to enter into and manage a Personal Services Contract for transcription services with Susan Wood.

RECITALS:

The City of McMinnville's Planning Department supports five monthly volunteer citizen commissions and committees; and

In order to support those committees and commissions and provide a transparent public process, the City of McMinnville would like to start providing official minutes for each meeting; and

It is more effective and efficient for the City of McMinnville to record the meetings and provide the recording to a transcriptionist for development of the minutes, freeing up staff time to continue to provide excellent customer service and to focus more on the needed strategic planning for the City of McMinnville; and

The Planning Department has budgeted for consultant services to support this effort.

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

1. That the engagement of Susan Wood for transcription support of the City's committees and commissions is approved.
2. The City Manager or designee is authorized to execute the engagement letter and agreement and such other documents as are necessary to carry out this decision.
3. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



CITY ATTORNEY

CITY OF McMinnville, Oregon

PERSONAL SERVICES CONTRACT

For

Committee/Commission Transcription Services

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Susan Wood. (Contractor). The City's Project Manager for this Contract is Heather Richards, Planning Director for the City of McMinnville.

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 June 30, 2018.
2. **Statement of Work.** The work to be performed under this contract consists of the services described in Exhibit A, attached hereto and by this reference incorporated herein. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
3. **Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$15,000.
 - 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, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:

Signature/Title

Date

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

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 D.
 - c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
 - d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.
2. Subcontracts and Assignment. Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
5. Early Termination
 - a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
 - c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

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

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

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

7. Remedies

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

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

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

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

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

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

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

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

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

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

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

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

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

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

EXHIBIT A
STATEMENT OF THE WORK

Contractor will provide electronic equipment necessary to produce and transcribe minutes.

Contractor will process minutes of meetings from audio or disc recordings at \$16.00 per hour, in an aggregate not to exceed \$15,000 per two-year contract period, and not to exceed two-hour transcription per one-hour of meeting.

City staff will provide e-mail notification that the recording is ready for transcription within five days following the meeting.

Contractor will notify the City via e-mail that the minutes are ready for review and revision no later than seven workdays, excluding holidays, after receiving the e-mail notification from City staff.

Contractor is requested to notify City staff as soon as possible should circumstances arise that preclude meeting these timelines.

Contractor will process minutes according to State Statute standards as noted below:

192.650 Recording or written minutes required; content; fees. (1) The governing body of a public body shall provide for the sound, video or digital recording or the taking of written minutes of all its meetings. Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes or recordings shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

(a) All members of the governing body present;

(b) All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;

(c) The results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name;

(d) The substance of any discussion on any matter; and

(e) Subject to ORS 192.410 to 192.505 relating to public records, a reference to any document discussed at the meeting.

Contractor will not charge for any revisions requested to the minutes, unless agreed to by the City in writing.

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
INSURANCE

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

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

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required by City I am exempt. Signed _____

2. Professional Liability insurance with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least one year two years after the contract is completed.

Required by City Not required by City By: _____

3. General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.

Required by City Not required by City By: _____

4. Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by City Not required by City By: _____

5. Notice of cancellation or change. There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

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

A. CONTRACTOR IS A CORPORATION

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

Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

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

Contractor Signature	Date

(Project Manager complete C below.)

C. CITY APPROVAL

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

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

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

Project Manager Signature

Date



City Council- Regular

Meeting Date: 12/13/2016

Subject: Hill Road project property acquisition

From: Mike Bisset, Community Development
Director

AGENDA ITEM:

Resolution No. 2016-88: A Resolution authorizing the acquisition of property for the NW Hill Road transportation bond project, and exercising the power of eminent domain.

BACKGROUND:

The City is currently working on the design to improve NW Hill Road, from NW 2nd Street to Baker Creek Road. The project includes the widening of Hill Road and the installation of turn lanes, bike lanes, sidewalks, landscaping, storm water facilities and the installation of roundabouts at the Hill Road/Wallace Road and Hill Road/Baker Creek Road intersections. Safety improvements, including the re-alignment of the existing s-curves and sight distance improvements at Cemetery Road are also included in the project. The upgrades are consistent with the City's adopted 2010 Transportation System Plan. Funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded. To accomplish the project, it is necessary to acquire the fee title interest in eleven (11) parcels, site distance easements over two (2) parcels and temporary construction easements over five (5) parcels of property located along the existing City right-of-way (see attached descriptions and maps).

The attached resolution provides City staff, and its consultants (CH2MHill), the authorization to acquire the needed right-of-way parcels, site distance easements and temporary construction easements.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution authorizing the acquisition of property for the NW Hill Road transportation bond project.

Attachments

Resolution No. 2016-88

RESOLUTION EXHIBITS

RESOLUTION NO. 2016-88

A Resolution authorizing the acquisition of property for the NW Hill Road transportation bond project, and exercising the power of eminent domain.

RECITALS:

The City of McMinnville may exercise the power of eminent domain under ORS 223.105(2) and ORS Chapter 35 when deemed necessary by the City Council to accomplish public purposes for which the City has responsibility.

The City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

The City is acting to improve NW Hill Road, from NW 2nd Street to Baker Creek Road. The project includes the widening of Hill Road and the installation of turn lanes, bike lanes, sidewalks, landscaping, storm water facilities and the installation of roundabouts at the Hill Road/Wallace Road and Hill Road/Baker Creek Road intersections. The project is consistent with the City's adopted 2010 Transportation System Plan, and funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded.

To accomplish the Project, it is necessary to acquire the fee title interest in eleven (11) parcels, sight line easements over two (2) parcels and temporary construction easements over five (5) parcels of property located along the existing City right-of-way, as described and shown in the attached Exhibit A.

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

1. The foregoing statements of authority and need are true and the Project is in the public interest.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in the attached Exhibit A subject to payment of just compensation and to procedural requirements of Oregon law.
3. The City's staff and the City's agents are authorized to negotiate an agreement with the owner and other persons in interest as to the compensation to be paid for each acquisition and, in the event that no satisfactory agreement can be reached, the City's staff and the City's agents are authorized to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition.
4. The City of McMinnville expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

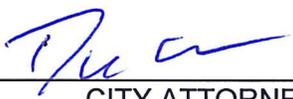
Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



CITY ATTORNEY

R/W Needs								
File Number	Taxlot Number	Property Owner	Property Address	Fee	TCE	Sight	R/W to be Acquired	Comments
007	4.4.19-01200	HCP SH ELP1 PROPERTIES LLC	708 NW Meadowood Circle, McMinnville, OR 97128	86,796 sf	34,822 sf		Yes	In order to widen and realign the Hill Road to meet the design standards and implementation plan as detailed in the City of McMinnville Transportation System Plan.. Roadway is pushed in to the field to provide maximum offset from Hillside Manor. Roadway connection to Hillside Parkway is maintained.
008	4.4.18-00701	McMinnville School District No. 40	N/A	20,455 sf	6,651 sf		Yes	In order to construct the roundabout and sidewalk along the west edge of Wallace Road and Hill Road and roadway widening along Hill Road to meet the design standards and implementation plan as detailed in the City of McMinnville Transportation System Plan.
009	4.4.18DC-01500	Wilgus, Joanne	1385 NW Countryside Court, McMinnville, OR 97128	377 sf		78 sf	Yes	In order to construct the roundabout and sidewalk at the SE corner of Wallace Road and Hill Road. Sight line easement needed to maintain stopping and intersection sight distance
010	4.4.18DC-01400	Warren, Michael	2057 NW Wallace Road, McMinnville, OR 97128	298 sf		323 sf	Yes	In order to construct the roundabout and sidewalk at the NE corner of Wallace Road and Hill Road. Sight line easement needed to maintain stopping and intersection sight distance
011	4.4.18-00200	Baker Creek Development LLC	N/A	10,008 sf			Yes	In order to construct Hill Road to meet the design standards and implementation plan as detailed in the City of McMinnville Transportation System Plan.
012	4.4.18-00203	Baker Creek Development LLC	N/A	19,841 sf			Yes	In order to construct the roundabout and sidewalk at the SE corner of Baker Creek Road and Hill Road and to widen Hill Road to meet the design standards and implementation plan as detailed in the City of McMinnville Transportation System Plan.
013	4.4.18-01200	Draper, Dennis	11105 Baker Creek Road, McMinnville, OR 97128	4,301 sf	1,852 sf		Yes	In order to construct the roundabout and sidewalk at the SW corner of Baker Creek Road and Hill Road
014	4.4.18-01700	George, Larry	N/A	15,285 sf			Yes	In order to construct the roundabout, sidewalk and water quality/detention pond at the NW corner of Baker Creek Road and Hill Road
015	4.4.18-00100	Baker Creek Development LLC	1755 NW Baker Creek Road, McMinnville, OR 97128	9,274 sf			Yes	In order to construct the roundabout and sidewalk at the NE corner of Baker Creek Road and Hill Road

EXHIBIT A - Page 1 of 5

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441901200
File 007

Parcel 1 – Fee

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, said parcel being that portion of said property Westerly of the following described line:

Beginning at a point opposite and 40.00 feet Easterly of Centerline Station 28+70 on the herein described center line of NW Hill Road; thence North 06°39'48" East, parallel with said Centerline, a distance of 237.18 feet to the Point of Curve, of a 475.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 25°34'24", a distance of 212.01 feet (chord bears North 19°27'00" East, a distance of 210.25 feet), to a point opposite and 43.67 feet Easterly of Centerline Station 35+32.59 on said Centerline.

The centerline of NW Hill Road is described as follows:

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

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

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

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

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

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

November 30, 2016

EXHIBIT A - Page 2 of 5

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441901200

File 007

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

This parcel of land contains 3,363 square feet, more or less, outside the existing right of way.

Parcel 2 – Temporary Construction Easement

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, said parcel being that portion of said property Westerly of the following described line:

Beginning at a point opposite and 60.00 feet Easterly of Centerline Station 28+70 on the herein described center line of NW Hill Road; thence North 06°39'48" East, parallel with said Centerline, a distance of 432.19 feet to the Point of Curve, of a 455.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 25°35'49", a distance of 203.27 feet (chord bears North 19°27'43" East, a distance of 201.59 feet), to a point opposite and 63.67 feet Easterly of Centerline Station 35+32.59 on said Centerline.

EXCEPT therefrom Parcel 1.

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

This parcel of land contains 7,910 square feet, more or less, outside the existing right of way.

November 30, 2016

EXHIBIT A - Page 3 of 5

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441901200
File 007

Parcel 3 – Fee

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, therein described as “Parcel 2”;

EXCEPT therefrom:

that portion of said property Southerly of the following described line, which will hereafter be referenced as ‘Line A’:

Beginning at a point opposite and 43.67 feet Easterly of Centerline Station 35+32.59 on the herein described center line of NW Hill Road; thence along a curve to the right, with a 475.00 foot radius, through a central angle of 26°33’52”, a distance of 220.23 feet (chord bears North 45°31’08” East, a distance of 218.26 feet), to a Point of Tangent;

thence North 58°48’04” East, a distance of 43.08 feet, to a Point of Curve, of a 9.00 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 90°00’00”, a distance of 14.14 feet (chord bears South 76°11’56” East, a distance of 12.73 feet), to a Point of Tangent;

thence to a point opposite and 201.17 feet Easterly of Centerline Station 38+44.98 on said Centerline.

ALSO EXCEPTING therefrom:

the existing public rights-of-way.

ALSO EXCEPTING therefrom:

Parcel 5 described herein below.

This parcel of land contains 76,700 square feet, more or less, outside the existing right of way.

Parcel 4 – Temporary Construction Easement

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that

November 30, 2016

EXHIBIT A - Page 4 of 5

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441901200
File 007

Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land 20.00 feet in width, lying Southerly of the line described herein (Parcel 3) as '**Line A**'.

This parcel of land contains 7,131 square feet, more or less, outside the existing right of way.

Parcel 5 – Fee

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, said parcel being that portion of said property Northwesterly of the following described line **AND** Southeasterly of the East right of way line of NW Hill Road:

Beginning at a point opposite and 255.58 feet Easterly of Centerline Station 38+41.64 on the herein described center line of NW Hill Road;

thence South 87°12'45" East, a distance of 15.44, along the south line of "**Parcel 2**" of said Deed;

thence North 31°28'09" East, along the Easterly line of said parcel, a distance of 274.29 feet to an Angle Point in said line Easterly line;

thence North 02°15'51" East, along the said Easterly line, a distance of 29.14 feet;

thence leaving said line, South 87°34'44" East, along the North Line of "**Parcel 1**" of said Deed, a distance of 30.03 feet;

thence leaving said line, North 02°15'05" East, along the westerly line of "Park Meadows", a platted subdivision, Yamhill County Plat Records, a distance of 176.50 feet, to a point opposite and 75.55 feet Easterly of Centerline Station 41+85.44.

This parcel of land contains 6,733 square feet, more or less, outside the existing right of way.

Parcel 6 – Temporary Construction Easement

November 30, 2016

EXHIBIT A - Page 5 of 5

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441901200
File 007

A parcel of land lying in the NW1/4 of Section 19, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Limited Warranty Deed to HCP SH ELP1 Properties, LLC, A Delaware Limited Liability Company, recorded December 06, 2012 as Document No. 201217750, Deed Records of Yamhill County, said parcel being that portion of said property Northwesterly of the following described line **AND** Southeasterly of the East right of way line of NW Hill Road:

Beginning at a point opposite and 255.58 feet Easterly of Centerline Station 38+41.64 on the herein described center line of NW Hill Road;

thence South 02°43'42" West, a distance of 89.99 feet;

thence South 87°16'18" East, a distance of 160.00 feet;

thence North 02°43'42" East, a distance of 53.50 feet;

thence South 87°16'18" East, a distance of 19.58 feet;

thence North 02°15'51" East, a distance of 56.61 feet;

thence North 89°40'06" West, a distance of 59.36 feet;

thence North 60°04'33" West, a distance of 103.67 feet, to a point opposite and 213.36 feet Easterly of Centerline Station 38+80.23.

EXCEPT therefrom Parcel 5.

This parcel of land contains 19,781 square feet, more or less, outside the existing right of way.

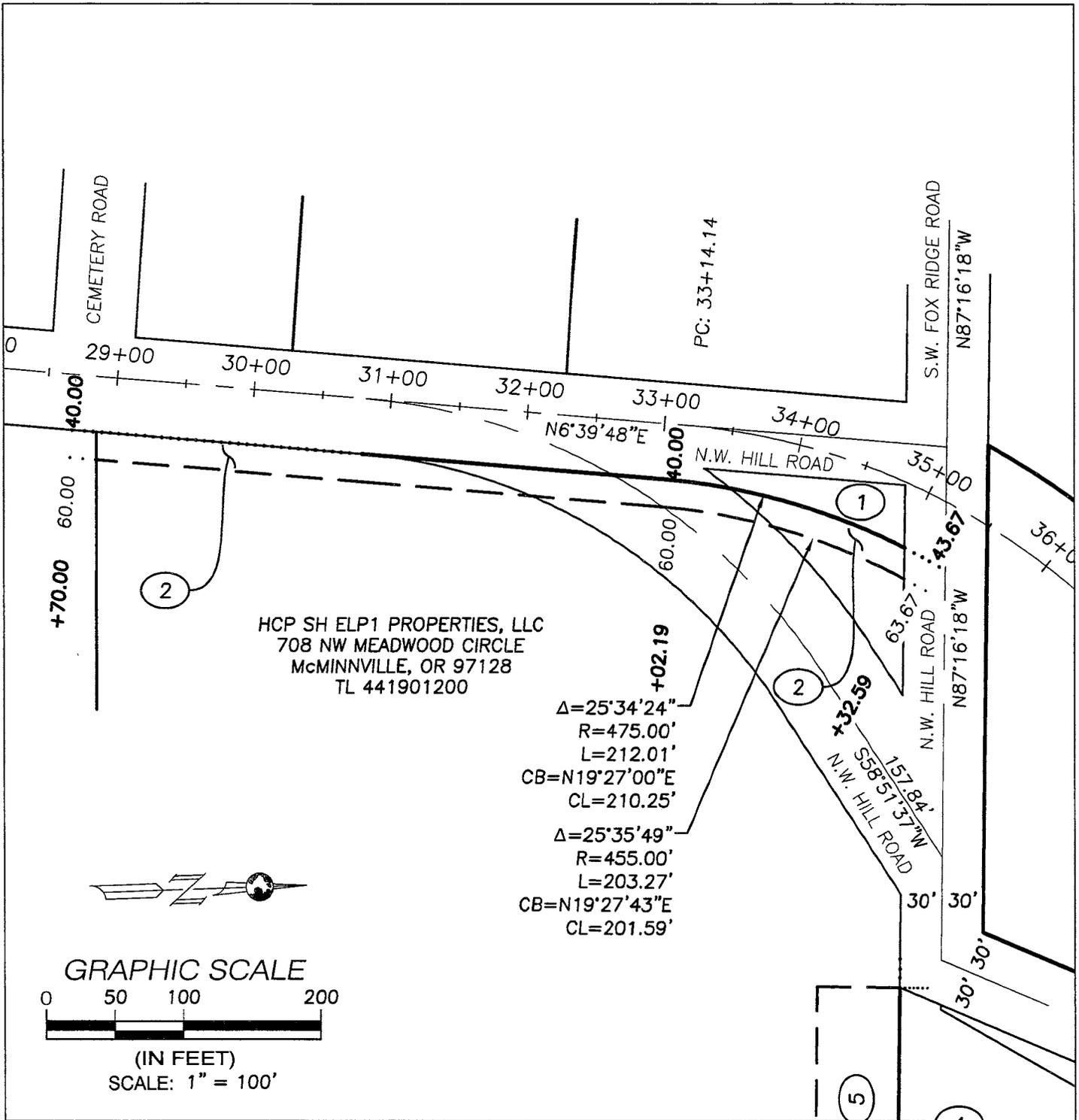
REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

November 30, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

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

EXHIBIT B
NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 007
708 NW MEADWOOD CIRCLE, MCMINNVILLE
NW 1/4 SECTION 19, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON
SHEET 1 OF 2

DATE NOVEMBER 16, 2016
JOB NO. 2015018

**bluedot
group**
land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
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EXHIBIT A - Page 1 of 4
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800701
File 008

Parcel 1 – Fee

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

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

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

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

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

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

thence along said curve through a central angle of 91°12'35", a distance of 128.94 feet (chord bears North 03°50'55" East, a distance of 115.75 feet), to the Point of Reverse Curve, of a 61.00 foot radius curve to the left;

thence along said curve, through a central angle of 47°11'41", a distance of 50.25 feet (chord bears North 25°51'22" East, a distance of 48.84 feet), to a point opposite and 55.46 feet Westerly of Centerline Station 45+61.21;

thence North 02°15'51" East, parallel with said centerline, a distance of 129.75 feet to the Point of Curve of a 685.50 foot radius, tangent curve to the right;

thence along said curve, through a central angle of 07°45'41", a distance of 92.86 feet (chord bears North 06°08'41" East, a distance of 92.79 feet), to a point opposite and 49.18 feet Westerly of Centerline Station 47+83.53;

November 29, 2016

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NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800701
File 008

thence North $10^{\circ}01'31''$ East, a distance of 53.15 feet to the Point of Curve of a 1,364.50 foot radius, tangent curve to the left;

thence along said curve, through a central angle of $01^{\circ}51'04''$, a distance of 44.09 feet (chord bears North $09^{\circ}05'59''$ East, a distance of 44.09 feet to a point opposite and 42.75 feet Westerly of Centerline Station 48+79.96;

thence to a point on said Centerline at Station 48+79.96.

The centerline of NW Hill Road is described as follows:

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

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

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

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

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

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

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

This parcel of land contains 20,455 square feet, more or less, outside the existing right of way.

November 29, 2016

EXHIBIT A - Page 3 of 4
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800701
File 008

Parcel 2 – Temporary Construction Easement

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

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

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

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

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

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

thence along said curve through a central angle of 91°12'35", a distance of 152.82 feet (chord bears North 03°50'55" East, a distance of 137.19 feet), to the Point of Reverse Curve, of a 46.00 foot radius curve to the left;

thence along said curve, through a central angle of 47°11'41", a distance of 37.89 feet (chord bears North 25°51'22" East, a distance of 36.83 feet), to a point opposite and 70.46 feet Westerly of Centerline Station 45+61.20;

thence South 87°44'09" East, a distance of 10.00 feet to a point opposite and 60.46 feet Westerly of Centerline Station 45+61.20;

thence North 02°15'51" East, parallel with said centerline, a distance of 129.75 feet to the Point of Curve of a 690.50 foot radius, tangent curve to the right;

November 29, 2016

EXHIBIT A - Page 4 of 4
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800701
File 008

thence along said curve, through a central angle of $07^{\circ}45'41''$, a distance of 93.53 feet (chord bears North $06^{\circ}08'41''$ East, a distance of 93.46 feet), to a point opposite and 54.13 feet Westerly of Centerline Station 47+84.20;

thence North $10^{\circ}01'31''$ East, a distance of 53.15 feet to the Point of Curve of a 1,359.50 foot radius, tangent curve to the left;

thence along said curve, through a central angle of $01^{\circ}49'46''$, a distance of 43.41 feet (chord bears North $09^{\circ}06'39''$ East, a distance of 43.41 feet to a point opposite and 47.78 feet Westerly of Centerline Station 48+79.96.

thence to a point on said Centerline at Station 48+79.96.

Excepting therefrom Parcel 1

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

This parcel of land contains 6,651 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

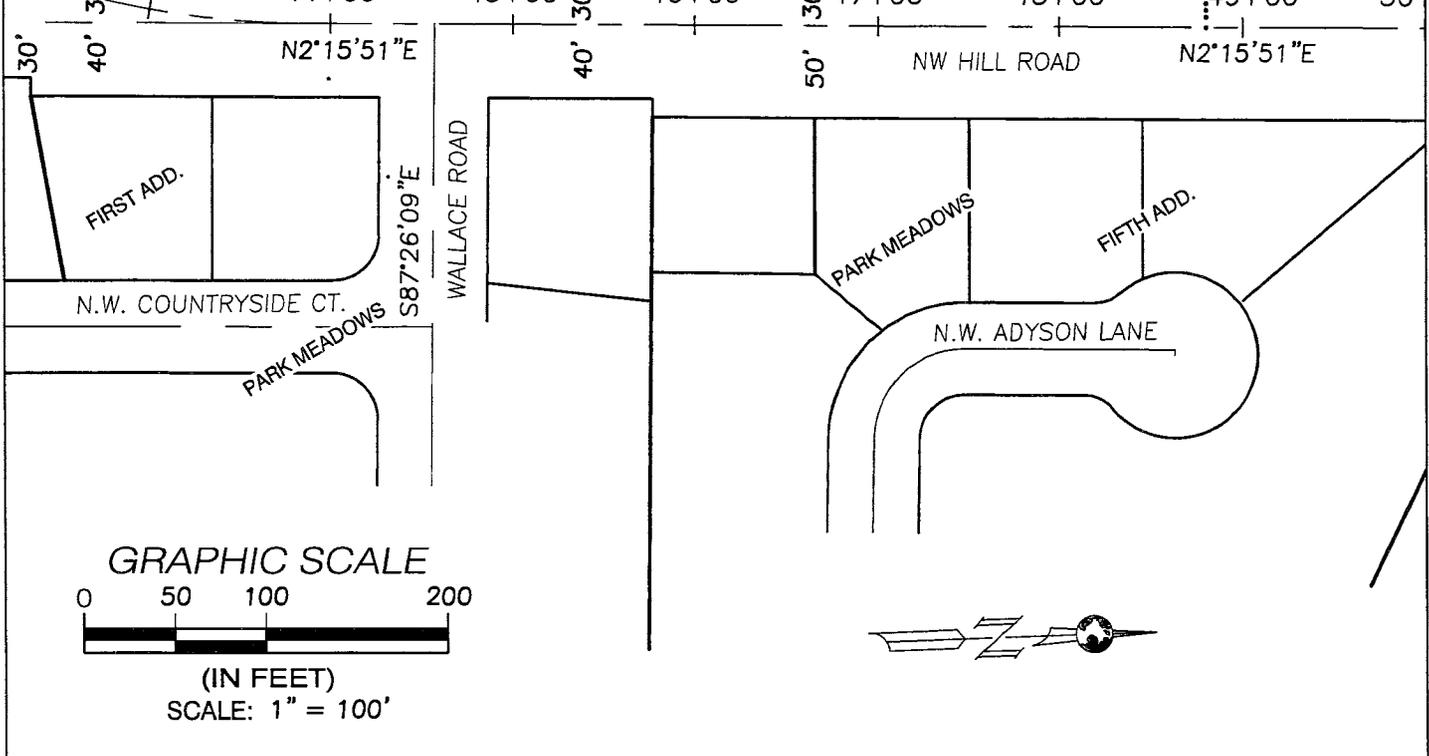
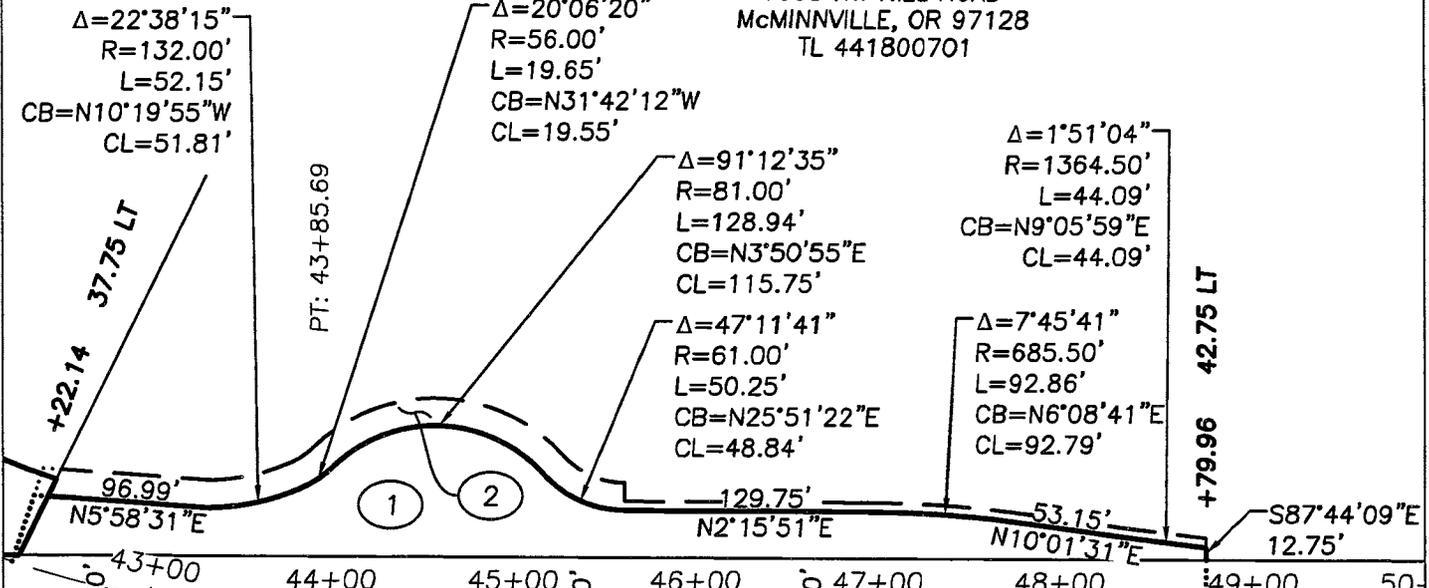


OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

November 29, 2016

McMINNVILLE SCHOOL DISTRICT NO. 40
 1600 NW HILL ROAD
 McMINNVILLE, OR 97128
 TL 441800701



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

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

EXHIBIT B
 NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 008
 1600 NW HILL ROAD, McMINNVILLE
 SW 1/4 SECTION 18, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON
 SHEET 1 OF 2

DATE NOVEMBER 16, 2016
 JOB NO. 2015018

bluedot
 group

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

EXHIBIT A - Page 1 of 2

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 4418DC01500
File 009

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Joanne Wilgus, recorded August 15, 2006 as Document No. 200618768, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 30.00 feet Easterly of Centerline Station 43+98.99 on the herein described center line of NW Hill Road; thence North 60°45'47" East in a straight line to a point opposite and 83.00 feet Easterly of Centerline Station 44+31.47 on said Centerline.

The Centerline of NW Hill Road is described as follows:

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

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

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

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

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

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

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

This parcel of land contains 377 square feet, more or less, outside the existing right of way.

November 10, 2016

EXHIBIT A - Page 2 of 2
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 4418DC01500
File 009

Parcel 2 – Permanent Sight Line Easement

A parcel of land lying in the SE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Joanne Wilgus, recorded August 15, 2006 as Document No. 200618768, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

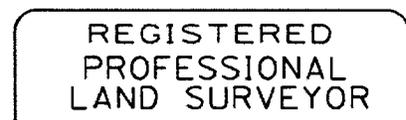
Beginning at a point opposite and 30.00 feet Easterly of Centerline Station 43+80.46 on the herein described center line of NW Hill Road;

thence North 38°00'17" East in a straight line to a point opposite and 74.00 feet Easterly of Centerline Station 44+41.33 on said Centerline.

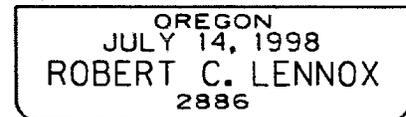
EXCEPT therefrom Parcel 1.

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

This parcel of land contains 78 square feet, more or less, outside the existing right of way.

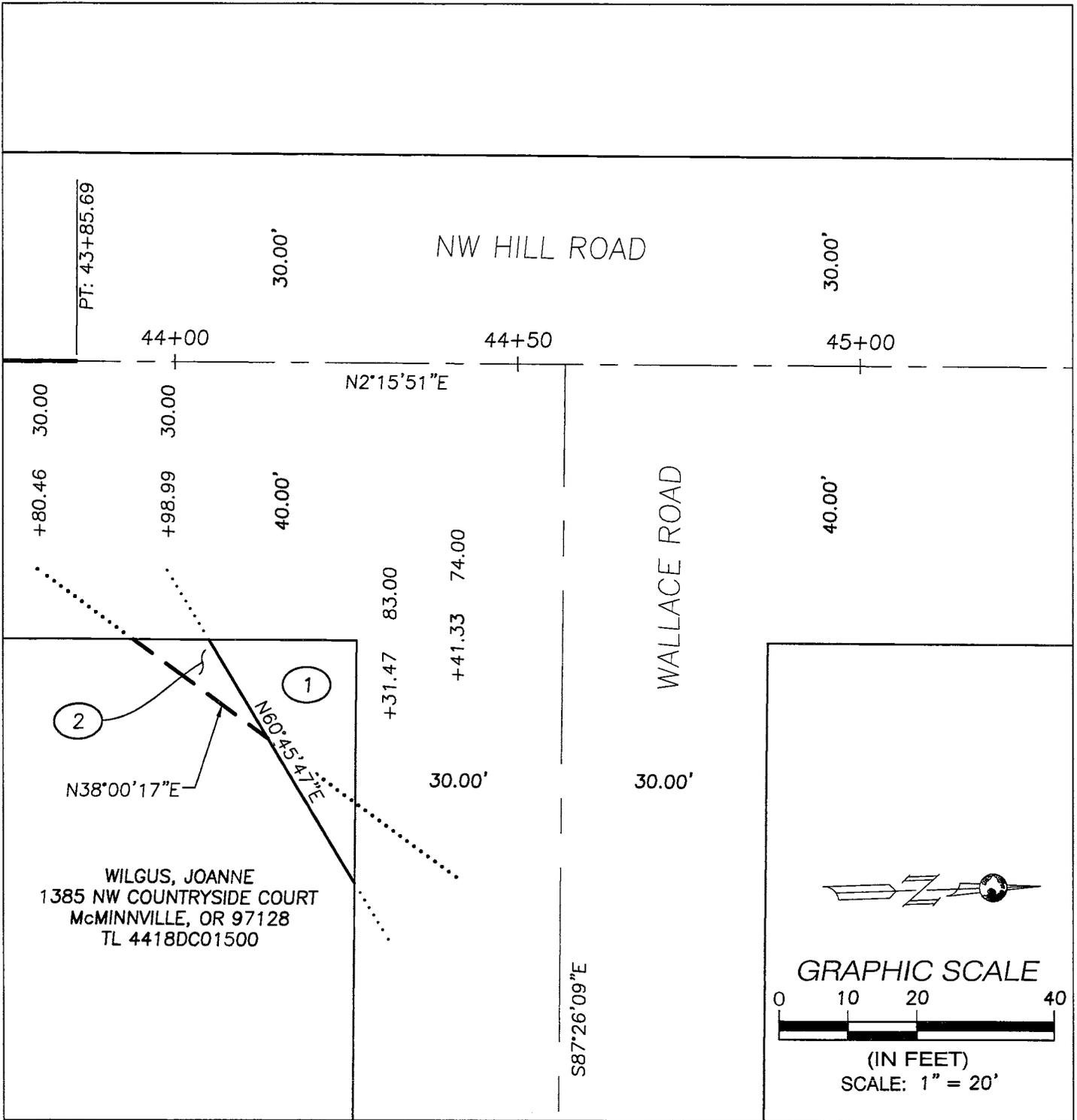


A handwritten signature in black ink that reads "Robert C. Lennox".



RENEWAL: 12-31-16

November 10, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 009
1385 NW COUNTRYSIDE COURT, MCMINNVILLE
SE 1/4 SECTION 18, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE NOVEMBER 24, 2016

JOB NO. 2015018

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11700 sw 67th ave
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f. 503.624.9058

EXHIBIT A - Page 1 of 2

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 4418DC01400

File 010

Parcel 1 – Fee

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

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

The Centerline of NW Hill Road is described as follows:

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

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

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

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

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

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

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

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

November 24, 2016

EXHIBIT A - Page 2 of 2

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 4418DC01400
File 010

Parcel 2 – Permanent Sight Line Easement

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

Beginning at a point opposite and 87.00 feet Easterly of Centerline Station 44+80.08 on the herein described center line of NW Hill Road;

thence North 48°30'02" West in a straight line to a point opposite and 30.00 feet Easterly of Centerline Station 45+26.63 on said Centerline.

EXCEPT therefrom Parcel 1.

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

This parcel of land contains 323 square feet, more or less, outside the existing right of way.

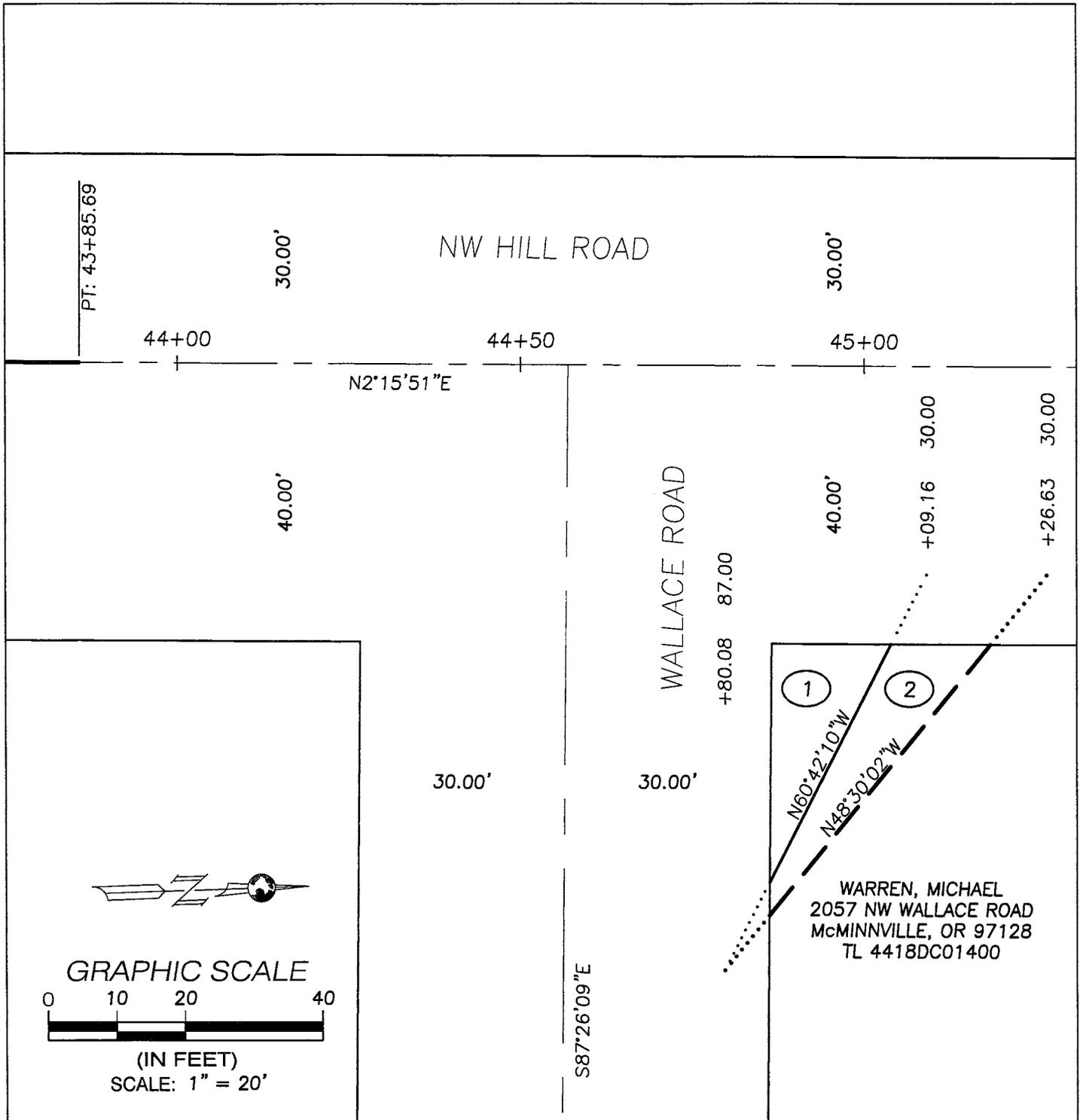
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PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

November 24, 2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

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

EXHIBIT B
NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 010
2057 NW WALLACE ROAD, MCMINNVILLE
SE 1/4 SECTION 18, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE NOVEMBER 26, 2016
JOB NO. 2015018

**bluedot
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land surveying & mapping
11700 sw 67th ave
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f. 503.624.9058

EXHIBIT A - Page 1 of 1

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800200
File 011

Parcel 1 – Fee

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

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

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

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

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

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

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

EXCEPT therefrom

Existing public right of way.

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

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

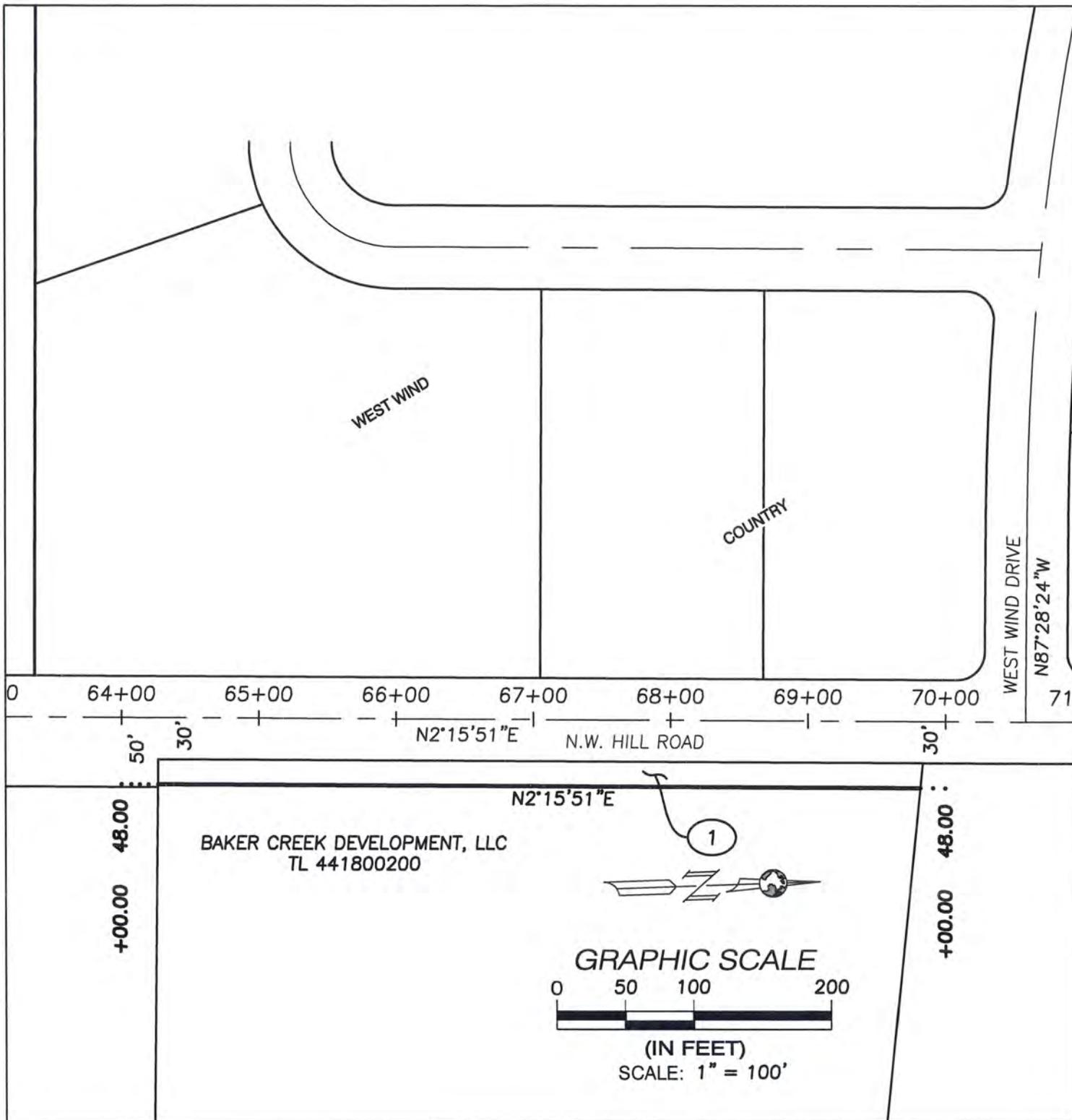
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

December 1, 2016

RENEWAL: 12-31-16



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

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

DATE DECEMBER 1, 2016

JOB NO. 2015018

bluedot
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EXHIBIT A - Page 1 of 2

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800203
File 012

Parcel 1 – Fee

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

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

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

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

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

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

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

December 1, 2016

EXHIBIT A - Page 2 of 2
 NW Hill Road
 NW Hill Road Right of Way Acquisition
 TL 441800203
 File 012

The width in feet of said strip of land is as follows:

Station	to	Station	Width on East Side of Center Line
69+66.71		70+23.99	48.00
70+23.99		70+29.92	48.00 in a straight line to 55.76
70+29.92		70+32.70	55.76 in a straight line to 65.11
70+32.70		70+83.03	65.11 in a straight line to 64.89
70+83.03		70+85.84	64.89 in a straight line to 55.66
70+85.84		70+91.72	55.66 in a straight line to 48.00
70+91.72		76+80.90	48.00
76+80.90		76+94.21	48.00 in a straight line to 56.30
76+94.21		77+05.11	56.30 in a straight line to 67.58
77+05.11		77+12.96	67.58 in a straight line to 81.16
77+12.96		76+90.10	81.16 in a straight line to 315.68
76+90.10		77+23.84	315.68 in a straight line to 318.97

EXCEPT therefrom

Existing public right of way.

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

This parcel of land contains 19,841 square feet, more or less, outside the existing right of way.

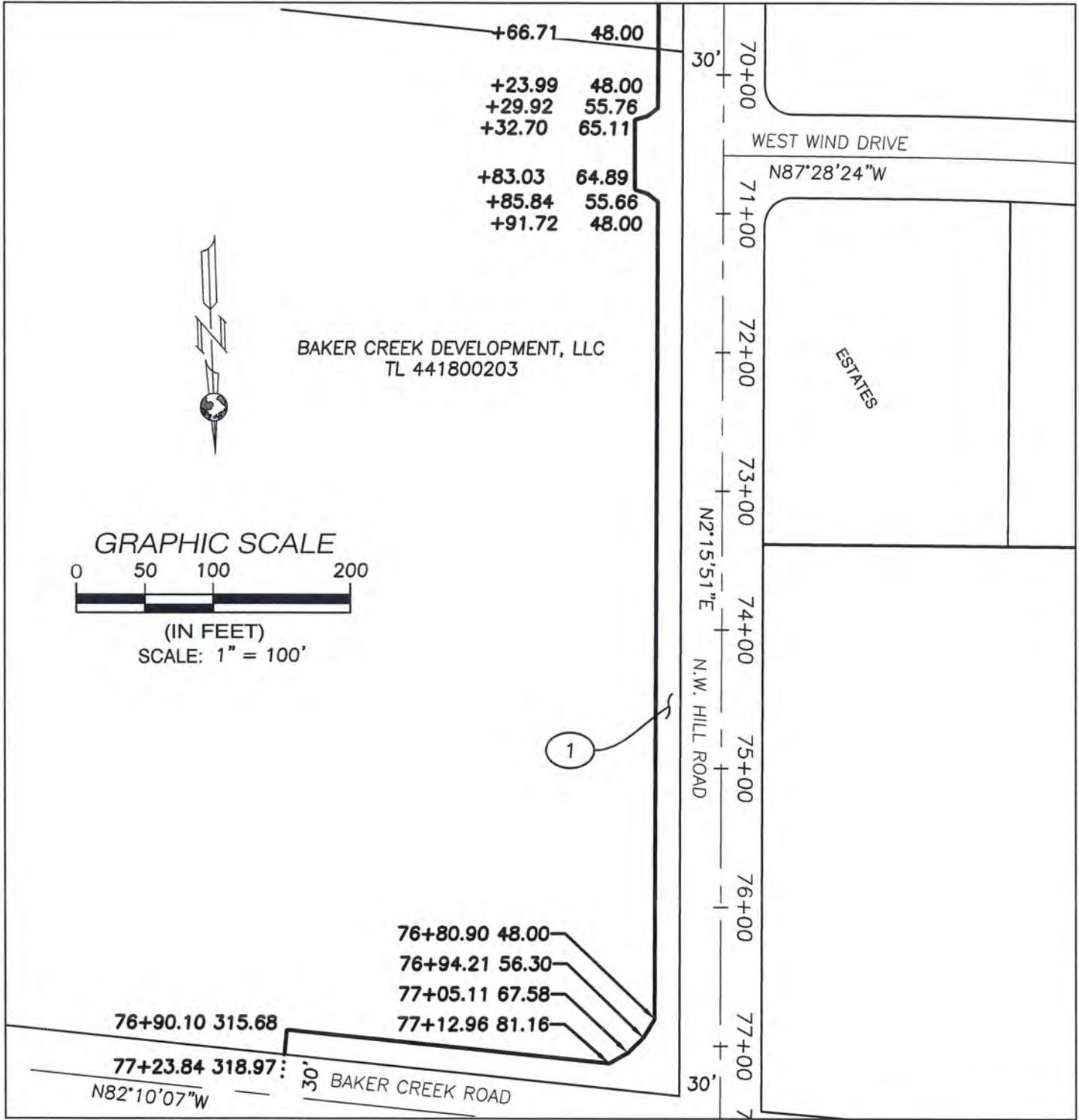
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16

December 1, 2016



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

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

EXHIBIT B
 NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 012
 NE 1/4 SECTION 18, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON

DATE	DECEMBER 1, 2016
JOB NO.	2015018

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EXHIBIT A - Page 1 of 3

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

Parcel 1 – Fee

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

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

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

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

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

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

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

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

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

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

December 2, 2016

EXHIBIT A - Page 2 of 3

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441801200

File 013

The centerline of NW Hill Road is described as follows:

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

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

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

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

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

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

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

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

December 2, 2016

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

Parcel 2 – Temporary Construction Easement

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

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

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

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

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

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

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

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

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

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

EXCEPT therefrom Parcel 1.

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

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LAND SURVEYOR



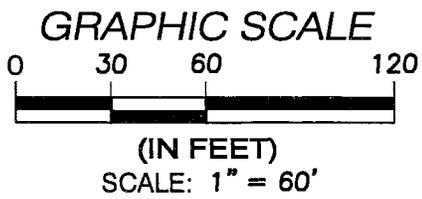
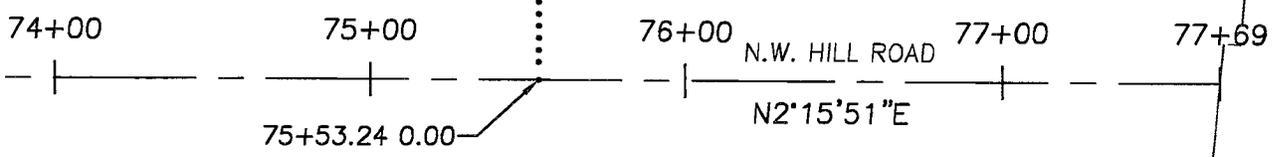
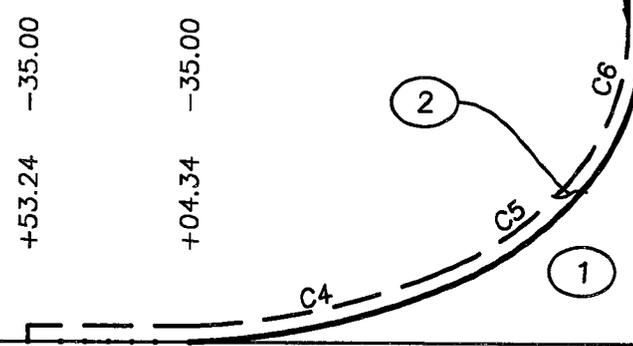
OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

December 2, 2016

RENEWAL: 12-31-16

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

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



REGISTERED
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Robert C. Lennox

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

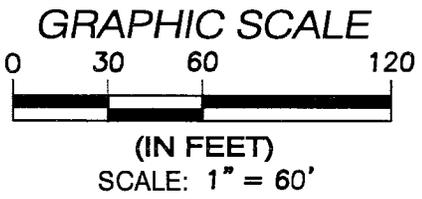
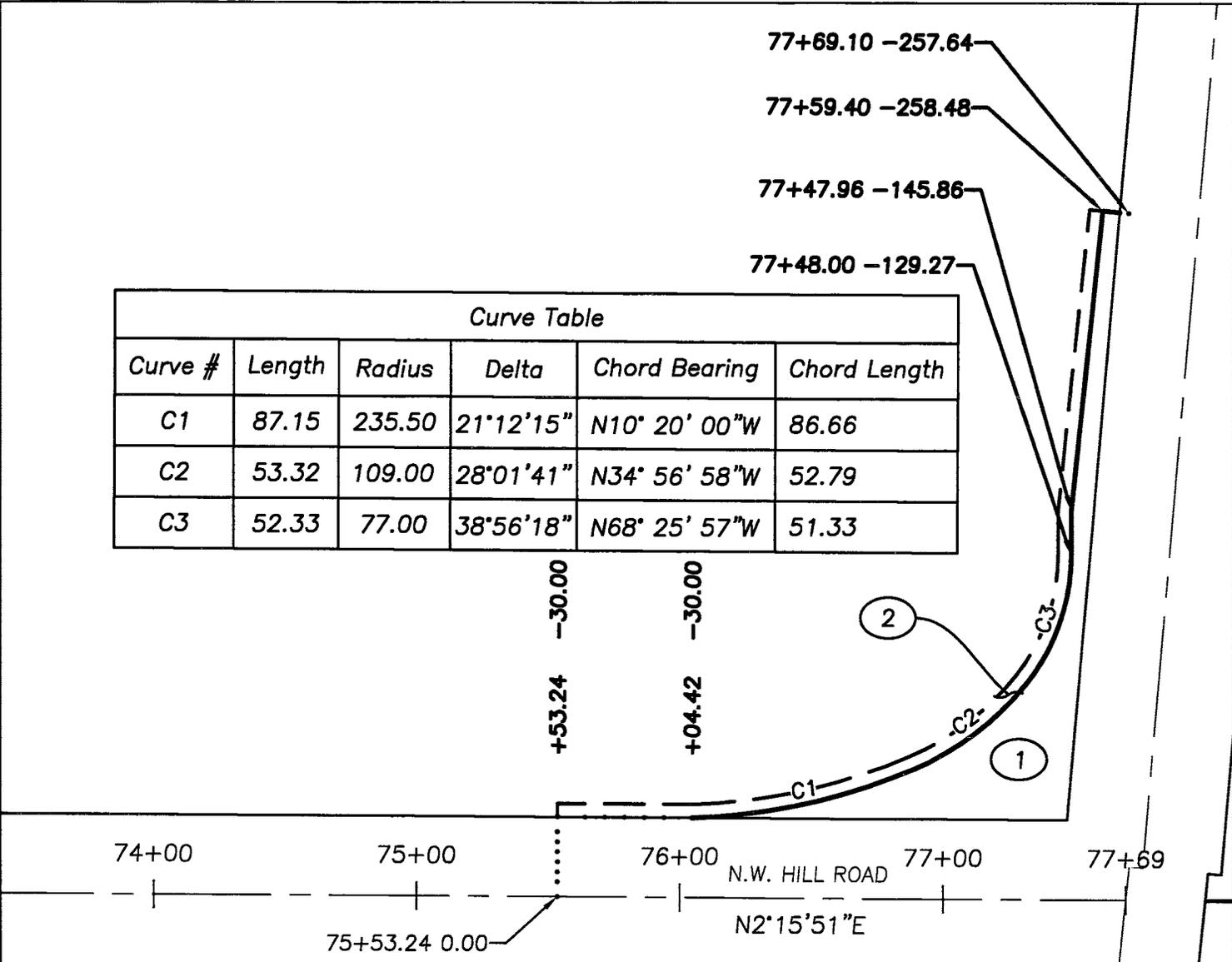
EXHIBIT B
 NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 013
 1105 BAKER CREEK ROAD, MCMINNVILLE
 NW 1/4 SECTION 18, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON
SHEET 2 OF 2

DATE: DECEMBER 2, 2016
 JOB NO.: 2015018

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 f. 503.624.9058

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



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Robert C. Lennox

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

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

DATE: DECEMBER 2, 2016
JOB NO.: 2015018

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EXHIBIT A - Page 1 of 2

NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441801700
File 014

Fee

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

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

thence North 82°10'07" West, a distance of 27.02 feet, to a point opposite and 251.28 feet Northerly of Centerline Station 10+08.54;

thence South 07°40'58" West, a distance of 103.81 feet, to a point opposite and 147.47 feet Northerly of Centerline Station 10+09.78 on said Centerline;

thence North 82°19'02" West, a distance of 5.74 feet, to a point opposite and 147.54 feet Northerly of Centerline Station 10+15.52 on said Centerline;

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

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

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

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

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

December 2, 2016

EXHIBIT A - Page 2 of 2
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441801700
File 014

thence South 06°59'48" West, perpendicular to the centerline of Baker Creek Road, a distance of 70.00 feet, to Centerline Station 12+99.07 on said Centerline.

The centerline of Baker Creek Road is described as follows:

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

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

thence continuing North 82°10'07" West, a distance of 12.80 feet at Centerline Station 9+94.84;

thence North 07°49'53" East, a distance of 5.19 feet at Centerline Station 10+00.00;

thence North 83°00'12" West, a distance of 334.21 feet to the Point of Curve at Centerline Station 13+34.20, of a 280.00 foot radius tangent curve to the right;

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

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

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

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

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LAND SURVEYOR

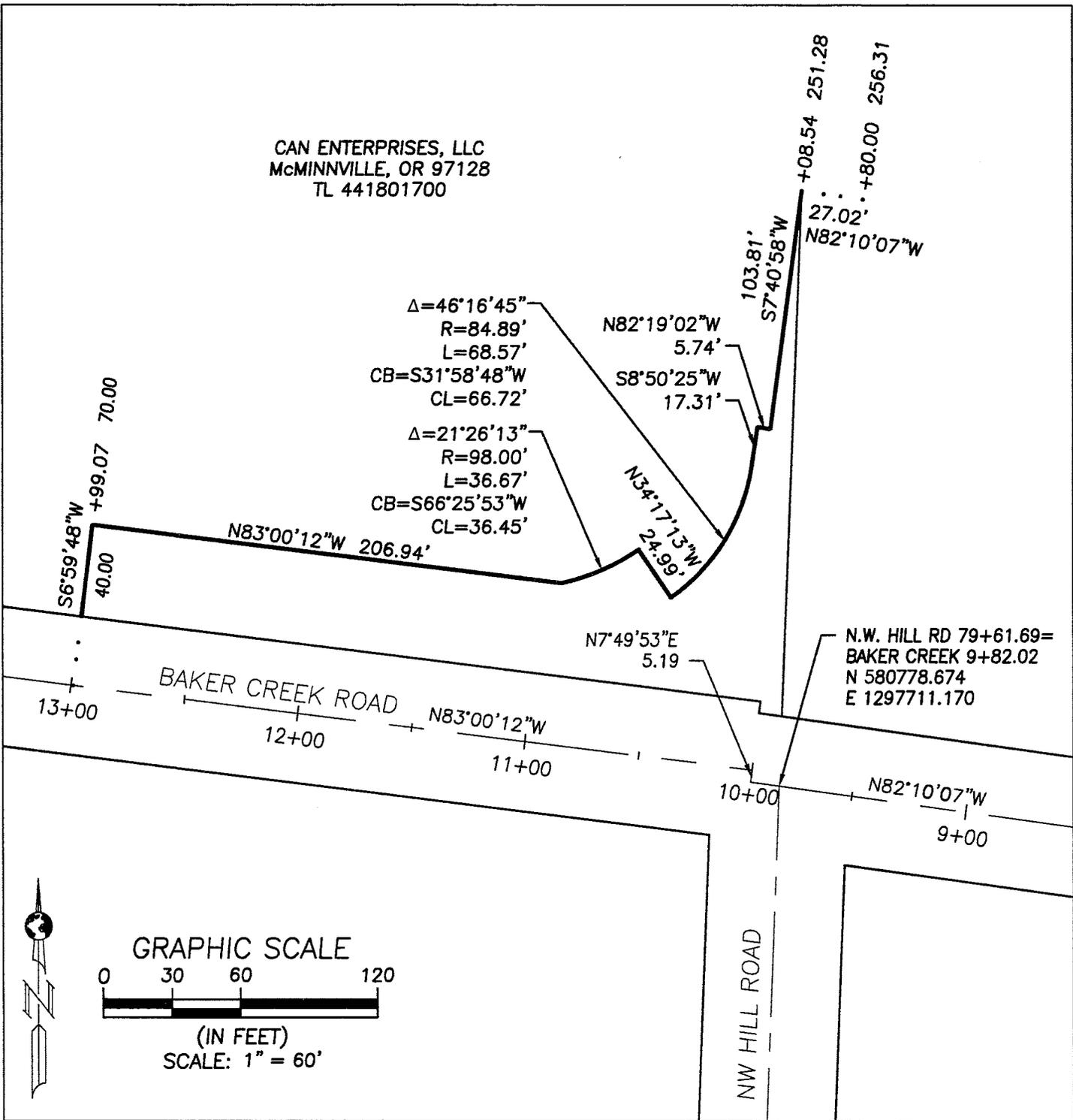
Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

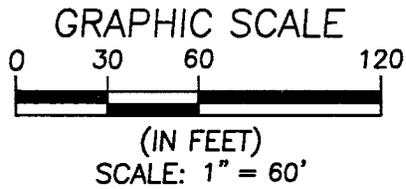
RENEWAL: 12-31-16

December 2, 2016

CAN ENTERPRISES, LLC
 McMinnville, OR 97128
 TL 441801700



N.W. HILL RD 79+61.69=
 BAKER CREEK 9+82.02
 N 580778.674
 E 1297711.170



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

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

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

DATE: DECEMBER 2, 2016
 JOB NO.: 2015018

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EXHIBIT A - Page 1 of 2

NW Hill Road

NW Hill Road Right of Way Acquisition

TL 441800100

File 015

Fee

A parcel of land lying in the NE1/4 of Section 18, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Bargain and Sale Deed to Baker Creek Development LLC, an Oregon Limited Liability Company, recorded January 15, 2016 as Document No. 201600557, Deed Records of Yamhill County, said parcel being that portion of said property described as Parcel 2, Tract 1 of said deed, included in a strip of land variable in width, lying Southerly of the following described line:

Beginning at Centerline Station 6+51.20 on the herein described center line of Baker Creek Road;

thence North $07^{\circ}48'42''$ East, a distance of 48.00 feet;

thence North $82^{\circ}10'07''$ West, a distance of 240.43 feet to the Point of Curve of a 46.00 foot radius curve to the right, opposite 48.00 feet Northerly of Centerline Station 8+91.63 on said Centerline;

thence along said curve, through a central angle of $21^{\circ}10'29''$, a distance of 17.00 feet (chord bears North $40^{\circ}18'33''$ West, a distance of 16.90 feet), to a point of Reverse Curve of a 91.00 foot radius curve to the left, opposite and 59.28 feet Northerly of Centerline Station 9+04.22 on said Centerline;

thence along said curve, through a central angle of $61^{\circ}47'59''$, a distance of 98.15 feet (chord bears North $60^{\circ}37'18''$ West, a distance of 93.46 feet), opposite 84.81 feet Northerly of Centerline Station 10+10.00.

December 2, 2016

EXHIBIT A - Page 2 of 2
NW Hill Road
NW Hill Road Right of Way Acquisition
TL 441800100
File 015

The centerline of Baker Creek Road is described as follows:

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

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

thence continuing North 82°10'07" West, a distance of 12.80 feet at Centerline Station 9+94.84;

thence North 07°49'53" East, a distance of 5.19 feet at Centerline Station 10+00.00;

thence North 83°00'12" West, a distance of 334.21 feet to the Point of Curve at Centerline Station 13+34.20, of a 280.00 foot radius tangent curve to the right;

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

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

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

This parcel of land contains 9,274 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

December 2, 2016

BAKER CREEK DEVELOPMENT, LLC
 McMinnville, OR 97128
 TL 441800100

10+00 84.81'

$\Delta=61^{\circ}47'59''$
 $R=91.00'$
 $L=98.15'$
 $CB=N60^{\circ}37'18''W$
 $CL=93.46'$

$\Delta=21^{\circ}10'29''$
 $R=46.00'$
 $L=17.00'$
 $CB=N40^{\circ}18'33''W$
 $CL=16.90'$

51.20 48.00'

$N82^{\circ}10'07''W$ 240.43'

$N7^{\circ}49'53''E$
 5.19

$N82^{\circ}10'07''W$
 9+00

$N7^{\circ}48'42''E$
 18.00'

10+00

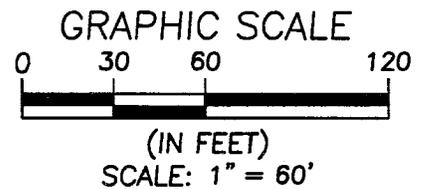
BAKER CREEK ROAD
 8+00

7+00

6+00

N.W. HILL RD 79+61.69=
 BAKER CREEK 9+82.02
 N 580778.674
 E 1297711.170

NW HILL ROAD



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16

EXHIBIT B

NW HILL ROAD RIGHT OF WAY ACQUISITION - FILE 015
 VACANT LOT, MCMINNVILLE, OR
 NE 1/4 SECTION 18, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON

DATE DECEMBER 2, 2016

JOB NO. 2015018

**bluedot
 group**

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



City Council- Regular

Meeting Date: 12/13/2016

Subject: Planning Commission Interviews and Appointments

Submitted For: Heather Richards, Planning Director

From: Heather Richards, Planning Director

AGENDA ITEM:

Interview and **Resolution No. 2016-89:** A Resolution appointing _____ as a representative for Ward 1 of the Planning Commission.

BACKGROUND:

The McMinnville Planning Commission is comprised of nine members who are appointed by the McMinnville City Council and serve for four year terms. There are two members from each ward in the city and three community at-large members. The Planning Commission is charged with the powers and duties as provided by U.S. or Oregon state law, city charter or ordinances as may pertain to planning and subdivision matters.

There is currently one vacancy on the Planning Commission representing Ward 1 that needs to be filled. This term is for four years and will expire on December 31, 2020. All candidates for this position must reside in Ward 1.

The City advertised the vacancy in the local newspaper and solicited applications. Five applications were received. One applicant needed to withdraw their application due to conflicting time commitments. The four applicants for the position are Erin A. Butler, Darrin D. Kazlauskas, Lori Schanche and Aaron Williams. Their applications are included in this meeting packet.

When selecting a Commissioner, the City Council, per Section 2.32.020 of the McMinnville Municipal Code, should strive to appoint members who will provide the Planning Commission with expertise in the area of planning, who possess broad areas of interest, and general concern with the planning process which is required for the functioning of the Planning Commission.

Staff has prepared the following questions to help City Council with the interview process. All candidates received these questions in advance and were advised that they had five - ten minutes for their interview.

INTERVIEW QUESTIONS:

1. What are those qualities that you value most about the McMinnville community?
2. McMinnville prides itself on being a mid-sized Oregon city with a small town feel. What do you see as the top three land use concerns that face McMinnville now and in the future?
3. To follow up on the previous question, what skills or experiences would you bring to the commission that would

be helpful in addressing those possible future concerns?

4. There may be times when, as a planning commissioner, you have land use criteria that legally point you toward one decision, and a hearing room full of concerned citizens that point you in the opposite direction. How would you manage that situation to reach a recommendation or decision?

5. Lastly, why should we appoint you to the Planning Commission at this time?

FISCAL IMPACT:

There is no anticipated fiscal impact.

RECOMMENDATION:

Staff recommends interviewing and appointing one of the applicants for the vacant position on the Planning Commission representing Ward 1, with a term commencing on January 1, 2017 and expiring on December 31, 2020.

Attachments

Ward 1 Planning Commission Applications
Resolution 2016-89



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: Darrin D. Kazlauskas Phone (Home) [REDACTED]
 Address: [REDACTED] Phone (cell) [REDACTED]
McMinnville, OR 97128 Phone (work) _____
 Email: [REDACTED]

Board or commission for which you are an applicant::

<input type="checkbox"/> Advisory Board	<input type="checkbox"/> Historic Landmark Committee
<input checked="" type="checkbox"/> Airport Commission	<input type="checkbox"/> Landscape Review Committee
<input type="checkbox"/> Board of Appeals	<input type="checkbox"/> McMinnville Urban Area Management Commission (MUAMC)
<input type="checkbox"/> Budget Committee	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Citizens' Advisory Committee	

Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? Almost 3 years
 Educational and occupational background: I Grew up in the Gaston, OR area and after receiving a Bachelor of Science Degree (Social Science) from Portland State University, I then Spent 22 years in the United States Marine Corps. Retired as a LtCol, I have have over 2000 flight hours a helicopter and fixed wing pilot. I also spent over 5 years in marketing and advertising for the Marine Corps leaving as the National Director. After the Marine Corps, I spent 2 years as the HR Director of a State Agency and currently retired.

Why are you interested in serving? I have always been interested in serving my country and community. I proactively help my neighbors, routinely mentor and assist veterans in the area and I have served my country. Now that I have finally stopped moving in my career I now want to help the community that I live in. Being a former Marine Corps pilot helps me understand any aviation issues with the airport and my Marketing and Advertising experience may help me bring more aviation related business to McMinnville. I hope I can be of service

Date 31 Oct 2016 Signed Darrin D. Kazlauskas

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: Erin A. Butler Phone (Home) [REDACTED]
 Address: [REDACTED] Phone (cell) [REDACTED]
McMinnville OR 97128 Phone (work) [REDACTED]
 Email: [REDACTED]

Board or commission for which you are an applicant::

- | | |
|---|---|
| <input type="checkbox"/> Advisory Board | <input type="checkbox"/> Historic Landmark Committee |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> McMinnville Urban Area Management Commission (MUAMC) |
| <input type="checkbox"/> Budget Committee | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Citizens' Advisory Committee | |

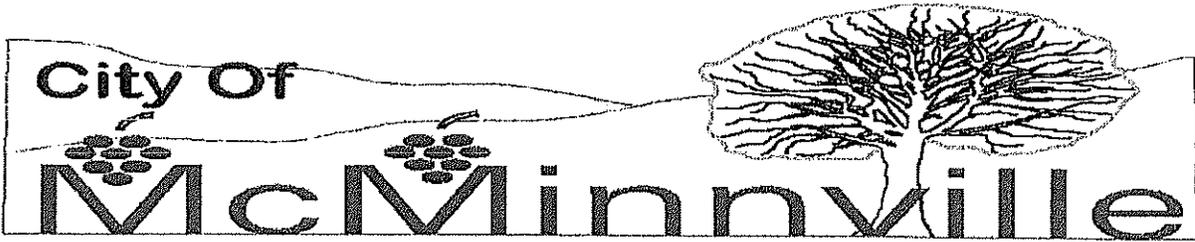
Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? 1 year 2 months

Educational and occupational background: B.A. from Wake Forest University in Winston-Salem NC. in English Lit and Studio Art. Masters in English Education from the University of Georgia. 6th grade teacher for 4 years in Charlotte, NC. 11th/12th grade teacher at a charter school in Portland, OR. for 4 years. Founding teacher. Work in the wine industry since 2012, current employee of Remy Wine.

Why are you interested in serving? I've been wanting to get involved with my community for a while, but wasn't sure the best way. I was on the Board of 'Friends of the Library' in PDX, but not drawn to the one in MAC. (schedule). Remy Drabkin has inspired me to serve my community, and she told me about this vacancy. Post Donald Trump election, I want to do my part where I live. I love McMinnville and I want to help it thrive.

Date 11.10.2016 Signed Erin Butler



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: Aaron Williams
Address: [REDACTED]
Email: [REDACTED]

Phone (Home) _____
Phone (cell) [REDACTED]
Phone (work) _____

Board or commission for which you are an applicant::

<input type="checkbox"/> Advisory Board	<input type="checkbox"/> Historic Landmark Committee
<input type="checkbox"/> Airport Commission	<input type="checkbox"/> Landscape Review Committee
<input type="checkbox"/> Board of Appeals	<input type="checkbox"/> McMinnville Urban Area Management Commission (MUAMC)
<input type="checkbox"/> Budget Committee	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Citizens' Advisory Committee	

Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? 7
Educational and occupational background: Linfield College 2012 Graduate, focuses in Business and Philosophy.
I previously worked for several local wineries, and currently work for Linfield College as Wine Studies Program Coordinator.

Why are you interested in serving? First and foremost I would like to volunteer my time to the city of McMinnville. Additionally, I believe that addressing land use issues, zoning ordinances and economic development would serve to advance my understanding of the inter-workings and development of our city. Serving on the planning commission would provide personal and professional growth. Also, I would bring a unique perspective to the team; I have been a student of Linfield, a wine industry professional and now an employee of the college in a position directly connected with our community.

Date 3/2/16 Signed [Signature]

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128

RESOLUTION NO. 2016-89

A Resolution appointing _____ as representative for Ward 1 of the Planning Commission.

RECITALS:

The City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

The City Council is responsible for making appointments and re-appointments; and

The Planning Commission is comprised of nine members who are appointed by the McMinnville City Council and serve for four terms; and

There is currently one vacancy on the Planning Commission representing Ward 1 that needs to be filled; and

All candidates for this position must reside in Ward 1; and

The City advertised the vacancy, solicited applications, and held interviews on December 13, 2016.

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

1. The City Council appoints the following volunteer to represent Ward 1 on the Planning Commission.

PLANNING COMMISSION

(4-year term)

_____ **new appointment**

2. This Resolution and this appointment will take effect January 1st, 2017.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



City Attorney



City Council- Regular

Meeting Date: 12/13/2016

Subject: Board, Commission, and Committee
Appointments

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Resolution No. 2016-90: A Resolution appointing and re-appointing members to the various Boards, Committees, Commissions, and Task Force.

BACKGROUND:

Attached is a list of names of various board, commission and committee members whose terms expire at the end of the calendar year. They are eligible for re-appointment and have expressed a desire and willingness to continue to serving.

Attachments

Memo

Resolution No. 2016-90



M E M O R A N D U M

DATE: December 7, 2016
TO: Candace Haines, Interim City Manager
FROM: Melissa Grace, City Recorder and Legal Assistant
SUBJECT: Committee and Board Reappointments

The following people are members of the City's Boards and Commissions. Those individuals whose terms end on December 31, 2016 (noted in bold type) have expressed a desire to continue their positions on the respective committees and commissions. Unless otherwise noted, these are appointments made by the City Council.

AFFORDABLE HOUSING TASK FORCE
(3-year term)

<u>NAME</u>	<u>TERM</u>
Remy Drabkin (Councilor)	non-voting
Kellie Menke (Councilor)	non-voting
Heather Richards (Planning)	non-voting
Chris McLaran (Business Community)	2019
Jon Johnson (Banking)	2017
Elise Hui (Non profit)	2017
Jeff Sargent (Non profit)	2018
Darrick Price (Builder)	2018
Alan Ruden (Builder)	2019

Sherl Hill has resigned and Chris McLaran is recommended as her replacement with a new term starting January 1, 2017 and expiring December 31, 2019 per the Resolution.

BUDGET COMMITTEE

(3-year term)

<u>NAME</u>	<u>TERM</u>
Jerry Hart	2018
Brad Lunt	2018
John Mead	2017
Kris Stubberfield	2019
Vacant	2018
Vacant	2019
Vacant	2019

Robert Dodge and Travis Parker have terms which expire on December 31st, 2016. They have both indicated that they do not wish to be reappointed. I have been unable to contact Mr. Stubberfield. Finance Director Baragary is recommending him for reappointment. With the resignation of Fred Stemmler, there are three vacancies on the Budget Committee. A position vacancy was advertised twice in the News Register and no applications were received.

LANDSCAPE REVIEW COMMITTEE

(3-year term)

<u>NAME</u>	<u>TERM</u>
Sharon Gunter	2017
John Hall	2017
Josh Kearns	2018
Rob Stephenson	2019
Alternate: Rose Marie Caughran	2019
Alternate: Tim McDaniel	2018

Rob Stephenson and Rose Marie Caughran have indicated they would like to serve another term on the Landscape Review Committee.

HISTORIC LANDMARKS COMMITTEE

(4-year term)

<u>NAME</u>	<u>TERM</u>
Beth Branch	2019
Joan Drabkin	2017
John Mead	2018
Rebecca Quandt	2019
Cory Schott	2017

Two Historic Landmarks Committee members resigned. Their positions were advertised, applicants were solicited, and interviewed. An interview panel consisting of the Planning Director (Heather Richards), lead staff person for the committee (Chuck Darnell), one existing HLC member (Joan Drabkin), and one City Councilor (Kellie Menke) interviewed four applicants and recommend appointing Beth Branch and Cory Schott.

AIRPORT COMMISSION

(4-year term)

<u>NAME</u>	<u>TERM</u>
Andy Benedict	2018
Jody Christensen	2019
Brad Berry	2018
Doug Hurl	2020
John Lautenbach	2020
Robert Peacock	2017
Alan Ruden	2018

Mr. Hurl and Mr. Lautenbach have indicated they are interested in serving another term on the Airport Commission.

WATER & LIGHT COMMISSION

(4-year term)

Appointments to this Commission are made by the Mayor and confirmed by the City Council.

<u>NAME</u>	<u>TERM</u>
Patrick Fuchs	2018
Ed Gormley	2019
Mike Keyes	2017
Tom Tankersley	2020

Mr. Tankersley's term expires this year.

RESOLUTION NO. 2016-90

A Resolution appointing and re-appointing members to the various Boards, Committees, Commissions, and Task Force.

RECITALS:

The City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

The City Council is responsible for making appointments and re-appointments.

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

1. The City Council appoints the following volunteers the various Boards, Commissions, Committees, and Task Force as detailed below.

AFFORDABLE HOUSING TASK FORCE

(3-year term)

Chris McLaran (Business Community) re-appointment
Alan Ruden (Builder) re-appointment

BUDGET COMMITTEE

(3-year term)

Kris Stubberfield re-appointment

LANDSCAPE REVIEW COMMITTEE

(3-year term)

Rob Stephenson re-appointment
Alternate: Rose Marie Caughran re-appointment

HISTORIC LANDMARKS COMMITTEE

(4-year term)

Beth Branch new appointment
Cory Schott new appointment - filling unexpired term
Term expires December 31, 2017

AIRPORT COMMISSION

(4-year term)

Doug Hurl re-appointment
John Lautenbach re-appointment

WATER & LIGHT COMMISSION
(4-year term)
Tom Tankersley re-appointment

2. This Resolution and these appointments will take effect January 1st, 2017.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



City Attorney



City Council- Regular

Meeting Date: 12/13/2016

Subject: Alpine Avenue Design Task Order No. 4

From: Mike Bisset, Community Development
Director

AGENDA ITEM:

Resolution No. 2016-91: A Resolution approving Task Order No. 4 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 Avenue 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; via Resolution 2015-61, to include Task Order No. 2 in the amount of \$162,291.00; and via Resolution 2016-42, to include Task Order No. 3 in the amount of \$407,353.00.

The attached Task Order No. 4 amends the Personal Services Contract to cover a few final design costs that weren't in the previous approved scope (i.e. trellis foundation design; McM Water & Light design costs; etc); some of the costs associated with the re-bid process (i.e. revised plans/specs; prebid assistance; bid reviews; etc); and construction engineering services for the project. The estimated cost for this work is \$345,077.00.

At this point, the tentative schedule for rebidding the project is as follows:

- Revised plans/specs to the City: Week of December 26th;
- Advertise for bids: Week of January 2nd;
- Prebid meeting: Week of January 23rd;
- Bid opening: Week of January 30th; and
- City Council bid award: February 14th City Council meeting.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving Task Order No. 4 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects.

Attachments

Resolution No. 2016-91
TASK ORDER NO. 4

RESOLUTION NO. 2016-91

A Resolution approving Task Order No. 4 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 Avenue 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; via Resolution 2015-61, to include Task Order No. 2 in the amount of \$162,291.00; and via Resolution 2016-42, to include Task Order No. 3 in the amount of \$407,353.00.

The attached Task Order No. 4 amends the Personal Services Contract to include additional work necessary to complete the final project design, as well as construction inspection and engineering services for the Alpine Avenue improvements. The estimated cost for this work is \$345,077.00.

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

1. That Task Order No. 4 to the Personal Services Contract between the City of McMinnville and HDR Engineering, Inc., in the amount of 345,077.00, is hereby approved.
2. The City Manager is hereby authorized to execute Task Order No. 4.
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 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



CITY ATTORNEY

TASK ORDER NO. 4
to the
PERSONAL SERVICES CONTRACT
with
HDR ENGINEERING, INC.

This Task Order No. 4 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, as well as construction inspection and engineering services for the Alpine Avenue improvements, as outlined in the attached proposal dated November 30, 2016. The cost for these services is estimated to be \$345,077.00.

2. EFFECTIVE DATE AND DURATION

This Task Order No. 4 is effective on the date at which it is fully executed, and the expiration date of the Personal Services Contract is extended to June 20, 2018.

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. 4, with a total sum not to exceed \$345,077.00.

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 #4

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 is to increase the scope of the project to include the following activities:

- Extend the contract expiration date to June 20, 2018.
- Provide structural analysis and design of 6 trellis structures and footings;
- Analysis, coordination and redesign of roadway, illumination and drainage system to accommodate access off of Alpine and 10th Street.
- Development of Final Design Methodology Memorandum.
- Preparation of McMinnville Water and Light water line and electrical contract documents and engineering support during construction.
- Value engineering and re-packaging of bid documents for the Alpine Avenue project.
- Pre-bidding services for Alpine Avenue.
- Construction inspection and construction engineering for Alpine Avenue.

TASKS, DELIVERABLES AND SCHEDULE

Task 1.0 MANAGEMENT AND ADMINISTRATION

This task remains unchanged.

Task 2.0 PUBLIC OUTREACH

Add the following activities to Task 2.0 Public Outreach

Subtask 2.1 Groundbreaking/Ribbon-Cutting Events

Prior to construction start and again at project completion, a public event will be held to celebrate groundbreaking and ribbon-cutting for the projects. The budget assumes events for the entire Alpine Avenue projects: Festival and Craft Districts.

Subtask 2.1 Deliverables:

- Planning, scheduling, set up, and attendance for one (1) project groundbreaking events
- Planning, scheduling, set up, and attendance for one (1) project ribbon-cutting events

TASK 3.0 RIGHT-OF-WAY AND REAL PROPERTY ACQUISITIONS

This task remains unchanged.

TASK 4.0 PERMITS AND REPORTS

This task remains unchanged.

TASK 5.0 TRAFFIC ENGINEERING AND MANAGEMENT

This task remains unchanged.

TASK 6.0 APLINE STREETScape DESIGN

This task remains unchanged.

TASK 7.0 PLANS, SPECIFICATIONS AND ESTIMATE

Add the following activities to Task 7.0 Plans, Specifications and Estimate

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

The proposed NE Alpine Avenue project is a roadway augmentation project with unique characteristics that exemplify place making and promotion of a pedestrian friendly environment. The intent of the roadway is to integrate pedestrians, bicyclists and motor vehicles into a low speed, shared use environment. As such, the roadway is not a “typical or standard” street and many non-standard features have been incorporated to achieve the desired shared-use environment.

Specific activities associated with this task include:

Consultant shall develop a final design methodology memorandum to capture the design criteria, standards and methodology used to develop the different project elements.

Consultant shall develop truck turning templates and perform analysis on turning movements at the intersection of 10th and Alpine Ave and a business driveway on Alpine Avenue. Ingress and egress movements shall be shown at the intersections along with streetscape, illumination and stormwater impacts elements. Consultant shall also respond to property owner questions, meet with property owner to review solutions, prepare notes from meeting documenting decisions and update plans with implementable solutions.

Consultant shall perform structural analysis and design of six trellis structures and foundations. The trellis shall be designed according to AASHTO Signs Specifications, AASHTO Structural Supports, AASHTO Roadway Design Policy, AISC Steel Design Manual, American Concrete Institute, ODOT Standard Specifications for Construction and International Building Code. Structural Calculations for the analysis, design and results for the six (6) trellis structures shall be provided.

Subtask 7.2 Deliverables:

- Final Design Methodology Memorandum
- Structural Calculations for the analysis, design and results for six (6) trellis structures.
- Consultant shall submit: One (1) complete 11 x 17 electronic set of 100% Final plans in PDF Format of the following:
 - Steel Structural Plans – 3 sheets
 - Steel Structural Details – 2 sheets
 - Trellis Structure Key Plan and Notes – 1 sheet
 - Trellis 1 Plan and Elevation – 1 sheet
 - Trellis 2 Plan and Elevation – 1 sheet
 - Trellis 3 Plan and Elevation – 1 sheet
 - Trellis 5 Plan and Elevation – 1 sheet
 - Trellis 6 Plan and Elevation – 1 sheet
 - Framing Details – 2 sheets
 - Trellis Structure Foundation Plan – 3 sheets
 - Trellis Structure Details – 1 sheet
 - One (1) electronic set of structural Specifications in MS Word Format.

- One (1) electronic copy of detailed 100% construction cost estimate in PDF Format for 6 trellis structures.

TASK 8.0 ALPINE AVENUE PRE-BID SERVICES

Add the following to Task 8.0 Pre-bid Services. This task covers one future pre-bid meeting and one that already occurred on October 18th, 2016

Subtask 8.1 Questions During Bidding

Consultant shall respond to questions from Bidders and suppliers regarding revised Alpine Avenue plans and specifications during the bidding process.

Subtask 8.1 Deliverables:

- Summary of responses to be included with the addenda. One (1) electronic summary to be provided with one addenda (1).

Subtask 8.2 Addenda to the Bid Documents

Consultant shall prepare bid addenda to further clarifying the construction documents to prospective bidders. Consultant shall prepare addenda within the City procurement policies and procedures, administrative rules and statutes. Consultant shall prepare and deliver addenda text in a Microsoft Word format and prepare and deliver drawings as stamped 11"x17" electronic plans in PDF Format.

Consultant shall coordinate reviews of addenda with City prior to submittal. Consultant shall prepare all required Contract addenda to provide clarification to the bid documents. Consultant shall submit the addenda to City for distribution to bidders.

Assumptions:

- *Consultant shall prepare up to one (1) addenda.*
- *City shall issue and distribute all addenda.*

Subtask 8.2 Deliverable:

- Bid document addenda; stamped 11x 17 PDF drawings; or special provision revisions in electronic format, a minimum of three (3) working days prior to bid opening, as coordinated with the City.

Subtask 8.3 Pre-Bid Meeting

Consultant shall prepare the agenda and meeting notes and lead a pre-bid meeting for the Alpine Avenue project. The purpose of the pre-bid meeting is to explain the changes that occurred in the contract documents from the first bid package in September and to respond to contractor questions.

Assumptions:

- *Pre-bid meeting will be held in McMinnville and will be 2 hours in duration.*
- *Three (3) consultants shall attend the pre-bid meeting.*

Subtask 8.3 Deliverable:

- Agenda and notes for pre-bid meeting.

TASK 9.0 MCMINNVILLE WATER AND LIGHT ADD ALTERNATE 2 PLANS, SPECIFICATIONS AND ESTIMATE

Add the following Task 9.0 McMinnville Water and Light (MWL) Add Alternate 2 Plans, Specifications and Estimate.

Subtask 9.0 Final Plans, Specifications and Estimate (100%)

Consultant shall develop an Add Alternative Package including final plans, specifications and estimate for new 8" and 10" ductile iron water lines from 7th Avenue to 11th Avenue including service lines, water meters, blow off valves, valve boxes, and fire hydrants. Consultant shall also develop final plans, specifications and estimate for electrical conduit and risers along Alpine Avenue from 7th Avenue to 11th Avenue. The waterline and electrical conduits shall be designed according to MWL standards and specifications.

Subtask 9.1 Engineering Support During Construction

Consultant shall perform review of technical submittals related to the waterline and electrical items built under the construction contract. Consultant shall review submittal drawings in a timely manner to avoid delay of the construction operations.

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.

Assumptions:

- Consultant will review up to five (5) submittals.
- Consultant shall review up to five (5) RFI's.

Task 9.0 Deliverables:

- Consultant shall submit: One (1) complete 11 x 17 electronic set of 100% Final plans in PDF Format of the following:
 - Water Construction Notes – 1 sheet
 - Water Plan and Profile – 4 sheets
 - MWL Electric Plan – 3 sheets
 - One (1) electronic set of structural Specifications in MS Word Format.
 - One (1) electronic copy of detailed 100% construction cost estimate in PDF Format.
- Provide recommended responses to RFI's regarding MWL waterline and electrical conduit layout to the City.
- Provide review comments for submittals regarding MWL waterline and electrical conduit layout and recommend approval.

TASK 10.0 VALUE ENGINEERING, RE-PACKAGED FINAL PLANS, SPECIFICATIONS AND ESTIMATE FOR ALPINE AVENUE BIDDING

Add the following Task 10.0 Value Engineering, Re-packaged Final Plans, Specifications and Estimate activities for Alpine Avenue Bidding.

Consultant shall research, develop cost opinions, and re-design options to value engineer the following elements of the design:

- Pavers located within the vehicle path
- Wearing Surfaces – Paving finish surfaces and specifications
- Planting Soil – Revise Specifications
- Planter Walls - Revise location and specify catalog item
- Site Furnishing – Specify catalog items or minor re-design
- Wood Fences – Re-design detail and revise specifications
- Stormwater Planter Edge – Re-design detail and revise specifications
- Stormwater Planting – Re-design stormwater plant material spacing and raised planter material

Consultant shall:

- Prepare images as needed to convey re-design intent to the City;

- Hold two (2) internal coordination meetings to review drawing revisions, cost opinions and coordination items.
- Hold one meeting with City to review revised cost opinion and design and material assumptions for review and approval.

Consultant shall update Plans, Specifications and Estimate to reflect re-design and prepare documents for a January 4, 2017 re-advertisement and February 2, 2017 bid opening.

Task 10.0 Deliverables:

Consultant shall submit:

- One (1) complete 11 x 17 electronic set of 100% Final plans in PDF Format of the following:
 - Base Bid (Festival District)
 - Add Alternative 1 (Craft District)
 - Add Alternative 2 (Waterline/Electrical)
- One (1) electronic set of structural Specifications in MS Word Format.
- One (1) electronic copy of detailed 100% construction cost estimate in PDF Format for
 - Base Bid (Festival District)
 - Add Alternative 1 (Craft District)
 - Add Alternative 2 (Waterline/Electrical)

TASK 11.0 CONSTRUCTION ENGINEERING AND INSPECTION FOR ALPINE AVENUE

Add the following Task 11.0 Construction Engineering and Inspection for Alpine Avenue.

Subtask 11.1 Construction Project Management and Coordination

Consultant shall establish and maintain the lines of communication and set forth the priorities between the CPM, Agency, and CC. Following awarding of the construction contract, and as specified in Standard Specification 00180.42, a preconstruction conference will be held 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 construction duration.

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 shall attend the preconstruction conference.*

Subtask 11.1 Deliverables:

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

Subtask 11.2 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 shall be periodic based on the contractor's operations.

Assumptions:

- *Duration of construction will be from March 2017 thru April 2018. Periodic onsite inspections will occur over a duration of 48 weeks of project work.*
- *Onsite construction activities are assumed to require 16 hours per week for one inspector.*

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

- Inspect temporary protection and direction of traffic and signing.
- Inspect trellis and foundation construction
- Inspect aggregate base and concrete materials and placement.
- Document quantity and quality as required by the City Standards as appropriate to confirm CC compliance to the contract.

Subtask 11.2 Deliverables: See Subtask 11.3

Subtask 11.3 General Documentation

Consultant shall perform construction documentation tasks required to document Contractor's 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 Contractor's Quality Control for field-tested materials shall 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 11.3 Deliverables:

- Prepare general daily progress reports and submit to City.

Subtask 11.4 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 and shop drawings in a timely manner to avoid delay of the CC's operations.

Consultant shall provide monthly project schedule reviews and analyses throughout the duration of the project.

Consultant shall review and provide comments on Contractor's project schedule at the preconstruction meeting. Review shall check for logic and duration of activities along with completeness of the schedule.

Assumption:

- Consultant will review up to twenty (20) submittals.

Subtask 11.4 Deliverables:

- Provide reviewed shop drawings and submittals with comments and recommendation for approval.

Subtask 11.5 Consultation During Construction

Consultant shall coordinate with City to provide consultation and technical services regarding design issues raised during construction 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 thirty (30) RFI's.

Subtask 11.5 Deliverables:

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

Subtask 11.6 Contract Change Orders

Consultant shall support the City in developing contract revisions during construction. Resources associated with quality or quantity assurance and contractor generated change orders 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 11.6 Deliverables:

- Provide supporting documentation to the City to prepare and draft Contract Change Orders as they 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 11.7 Project Closeout

Consultant shall attend a Final Inspection with the City and Contractor. 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 punch list to the CC for completion of on-site work.

Consultant shall make corrections to existing plans and prepare final "As-constructed" red line drawings based on Contractor's maintained redlined drawings.

Subtask 11.7 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.

Level of Effort -12/2/2016 City of McMinnville - 5th and Alpine - Amendment No. 4		SERA							OBEC					Total Fee (includes sub-consultant mark-up and escalation)	
		PM/Sr. Planner	Designer VII	Job Captain	Project Asst II	Labor	Expenses	Subconsultant Total	Construction Project Manager 1	Construction Engineer 4	Contract Admin	Labor	Expenses		Subconsultant Total
		\$ 160	\$ 160	\$ 95	\$ 85				\$ 154	\$ 116	\$ 116				
Task Description															
Task 2.0	Public Outreach														
2.1	Groundbreaking Celebration					\$ -		\$ -				\$ -		\$ -	\$ 9,548
2.1	Ribbon Cutting Celebration					\$ -		\$ -				\$ -		\$ -	\$ 9,548
	Sub-total	0	0	0	0	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ 19,097
Task 7.0	Final PSE - Alpine Ave - Festival														
7.2	Trellis Structural Analysis and Foundation Design, Specifications and Estimate					\$ -		\$ -				\$ -		\$ -	\$ 61,011
7.2	Final Design Methodology Memorandum					\$ -		\$ -				\$ -		\$ -	\$ 8,974
	Sub-total	0	0	0	0	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ 69,985
Task 7.0	Final PSE - Alpine Ave - Craft														
7.2	Truck turning templates and alternatives, exhibits for access at 10th					\$ -		\$ -				\$ -		\$ -	\$ 5,758
7.2	Illumination, stormwater and streetscape and Alpine at 10th					\$ -		\$ -				\$ -		\$ -	\$ 3,376
7.2	Final Design Methodology Memorandum					\$ -		\$ -				\$ -		\$ -	\$ 8,974
	Sub-total	0	0	0	0	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ 18,107
Task 8.0	Pre-Bid Services														
8.1	Questions During Bidding		2	2		\$ 510		\$ 510				\$ -		\$ -	\$ 5,864
8.2	Addenda to Bid Documents		2	4		\$ 700		\$ 700				\$ -		\$ -	\$ 6,377
8.3	Pre-Bid Meeting		4			\$ 640		\$ 640				\$ -		\$ -	\$ 2,744
	Sub-total	0	8	6	0	\$ 1,850	\$ -	\$ 1,850	0	0	0	\$ -	\$ -	\$ -	\$ 14,986
Task 9.0	McMinnville Water and Light Alt Bid														
9.0	Water Line Design, Plans, Specifications and Estimate											\$ -		\$ -	\$ 16,947
9.0	Electrical Design, Plans, Specifications and Estimate											\$ -		\$ -	\$ 3,810
9.1	Engineering during Construction											\$ -		\$ -	\$ 9,711
	Sub-total	0	0	0	0	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ 30,468
Task 10.0	Re-Package of Alpine Avenue														
10.1	Value Engineering - Coordination		42			\$ 6,720		\$ 6,720				\$ -		\$ -	\$ 9,765
10.2	Construction plans, specifications and estimates	4	40			\$ 7,040		\$ 7,040				\$ -		\$ -	\$ 17,783
10.3	Coordination Meetings	8	8			\$ 2,560		\$ 2,560				\$ -		\$ -	\$ 6,179
	Sub-total	12	90	0	0	\$ 16,320	\$ -	\$ 16,320	0	0	0	\$ -	\$ -	\$ -	\$ 33,728
Task 11.0	Construction Engineering and Inspection														
11.1	Construction Project Management and Coordination	4	12			\$ 2,560		\$ 2,560	40			\$ 6,160		\$ 6,160	\$ 11,038
11.2	Construction Engineering and Inspections	8	24	8		\$ 5,880		\$ 5,880		775		\$ 89,900	\$ 2,970	\$ 92,870	\$ 103,688
11.3	General Documentation					\$ -		\$ -				\$ -		\$ -	\$ -
11.4	Review of Construction Submittals		10	32		\$ 4,640		\$ 4,640				\$ -		\$ -	\$ 19,213
11.5	Consultation During Construction / RFIs	2	8	16		\$ 3,120		\$ 3,120				\$ -		\$ -	\$ 12,987
11.6	Contract Change Orders		4	12		\$ 1,780		\$ 1,780				\$ -		\$ -	\$ 7,994
11.7	Project Closeout	4	4			\$ 1,280		\$ 1,280			10	\$ 1,160		\$ 1,160	\$ 3,787
	Sub-total	18	62	68	0	\$ 19,260	\$ -	\$ 19,260	40	775	10	\$ 97,220	\$ 2,970	\$ 100,190	\$ 158,706
Hours		30	160	74	0				40	775	10				
Fee		\$4,800	\$25,600	\$7,030	\$0	\$ 37,430	\$ -	\$ 37,430	\$6,160	\$89,900	\$1,160	\$ 97,220	\$ 2,970	\$ 100,190	
Escalation for 2017															
Sub-consultant Budget w/ Mark-up								\$ 39,302						\$ 105,200	
														\$ 345,077	



City Council- Regular

Meeting Date: 12/13/2016

Subject: Resolution No. 2016-92 ADA Doors for the Library

From: Melissa Grace, City Recorder / Legal Assistant

AGENDA ITEM:

Resolution No. 2016-92: A Resolution authorizing the City Manager or designee to enter into and manage a contract with _____ for ADA doors at the Library.

BACKGROUND:

The Friends of the McMinnville Public Library are eager to make a gift to the Library, the City, and the community of automatic doors at the front entrance of the Library. This is made possible by a gift from the William F. and Rosadele J. Dickman Trust to the Friends of the Library.

At noon on Dec. 8, 2016, the bids for the Replacement of Front Vestibule Doors at the Library, Project 2016-13, were publicly opened and read aloud.

The bids were checked for completeness and met the following requirements:

- The bids were submitted on time and in a properly sealed and labeled envelope.
- The bid form was properly filled out and executed.

The fee for the entire scope of work will be paid by the Friends of the McMinnville Public Library.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2016-92, authorizing the City Manager or designee to enter into and manage a contract with _____ for replacement of front vestibule doors at the Library.

Attachments

Resolution No. 2016-92

RESOLUTION NO. 2016-92

A Resolution authorizing the City Manager or designee to enter into and manage a contract with _____ for replacement of front vestibule doors at the Library.

RECITALS:

In order to better serve all patrons of the McMinnville Library, including patrons with disabilities, the City desires to replace the existing front doors in the vestibule with automatic sliding glass doors.

The Friends of the McMinnville Public Library have agreed to support the project by pledging to make a gift to the Library, the City, and the community in the amount of the cost of replacing the library doors. This is made possible by a gift from the William F. and Rosadele J. Dickman Trust to the Friends of the Library.

The City solicited written quotes for the project, which was estimated to cost less than \$50,000, and the quotes were evaluated based on a combination of price (70%), visual aesthetics of the design (20%), and time required to complete the project (10%).

Quotes were received by not later than December 8th, 2016, as follows:

[To be added]

The Library Director recommends award of the Contract to _____, based on the ranking of quotes in accordance with the advertised evaluation criteria.

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

1. That the engagement of _____ for replacement of front vestibule doors is approved.
2. The City Manager or designee is authorized to execute the agreement and such other documents as are necessary to carry out this decision.
3. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to form:



CITY ATTORNEY



City Council- Regular

Meeting Date: 12/13/2016

Subject: Resolution No. 2016-93 - November 8th
Canvass

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Resolution No. 2016-93: A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 8, 2016, in regard to Measure 36-181 "Imposing city tax on marijuana retailer's sale of marijuana items" and the election of three City Councilors and the Mayor.

BACKGROUND:

A General Election was held on November 8th, 2016. The City Recorder's office has received the certified canvass report (attached). The resolution reflecting the results is a housekeeping item required by the City Charter.

RECOMMENDATION:

Adopt Resolution No. 2016-93 as presented.

Attachments

Canvass Report
Resolution 2016-93

City of McMinnville Canvass Report — Total Voters — Official
Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016

Total Number of Voters : 49,697 of 62,702 = 79.26%
 Number of District Voters: 14,702 of 18,900 = 77.

Precincts Reporting 21 of 21 = 100.00%
 District Precincts Reporting 6 of 6 = 100.00%

City of McMinnville Mayor

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Scott A Hill	Jared S Miller	Misc. Write-in	Totals
014	0	2204	2204	2890	76.26%	1182	418	24	1624
015	0	2113	2113	2755	76.70%	1161	401	32	1594
016	0	1808	1808	2384	75.84%	921	365	22	1308
017	0	2133	2133	2690	79.29%	1241	371	20	1632
018	0	3683	3683	4421	83.31%	2302	492	33	2827
019	0	2761	2761	3760	73.43%	1441	568	38	2047
Totals	0	14702	14702	18900		8248	2615	169	11032

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

[Signature]
 SIGNATURE OF COUNTY CLERK:

11.25.16
 DATE OF ABSTRACT



**City of McMinnville Canvass Report — Total Voters — Official
 Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016**

Total Number of Voters : 49,697 of 62,702 = 79.26%

Number of District Voters: 14,702 of 18,900 = 77.

Precincts Reporting 21 of 21 = 100.00%
 District Precincts Reporting 6 of 6 = 100.00%

McMinnville City Councilor - Ward 1

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Wendy Stassens	Misc. Write-in	Totals
014	0	2204	2204	2890	76.26%	1313	15	1328
015	0	2113	2113	2755	76.70%	1228	21	1249
Totals	0	4317	4317	5645		2541	36	2577

**City of McMinnville Canvass Report — Total Voters — Official
 Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016**

Total Number of Voters : 49,697 of 62,702 = 79.26%

Number of District Voters: 14,702 of 18,900 = 77.

Precincts Reporting 21 of 21 = 100.00%
 District Precincts Reporting 6 of 6 = 100.00%

McMinnville City Councilor - Ward 2

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Kellie S Menke	Misc. Write-in	Totals
017	0	2133	2133	2690	79.29%	1355	24	1379
018	0	3683	3683	4421	83.31%	2306	43	2349
Totals	0	5816	5816	7111		3661	67	3728

City of McMinnville Canvass Report — Total Voters — Official
Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016

Total Number of Voters : 49,697 of 62,702 = 79.26%

Number of District Voters: 14,702 of 18,900 = 77.

McMinnville City Councilor - Ward 3

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Adam D Garvin	Misc. Write-in	Totals
016	0	1808	1808	2384	75.84%	1019	21	1040
019	0	2761	2761	3760	73.43%	1566	43	1609
Totals	0	4569	4569	6144		2585	64	2649

**City of McMinnville Canvass Report — Total Voters — Official
 Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016**

Total Number of Voters : 49,697 of 62,702 = 79.26%

Number of District Voters: 14,702 of 18,900 = 77.

Precincts Reporting 21 of 21 = 100.00%

District Precincts Reporting 6 of 6 = 100.00%

36-181 City of McMinnville marijuana tax

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	YES	NO	Totals
014	0	2204	2204	2890	76.26%	1523	578	2101
015	0	2113	2113	2755	76.70%	1420	566	1986
016	0	1808	1808	2384	75.84%	1282	446	1728
017	0	2133	2133	2690	79.29%	1571	474	2045
018	0	3683	3683	4421	83.31%	2785	729	3514
019	0	2761	2761	3760	73.43%	1836	801	2637
Totals	0	14702	14702	18900		10417	3594	14011

City of McMinnville Cumulative Report — Official Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016

Total Number of Voters : 49,697 of 62,702 = 79.26%
 Number of District Voters: 14,702 of 18,900 = 77.79%

Precincts Reporting 21 of 21 = 100.00%
 District Precincts Reporting 6 of 6 = 100.00%

Party	Candidate	Early	Election	Total
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City of McMinnville Mayor, Vote For 1

Scott A Hill	0	0.00%	8,248	74.76%	8,248	74.76%
Jared S Miller	0	0.00%	2,615	23.70%	2,615	23.70%
Misc. Write-in (W)	0	0.00%	169	1.53%	169	1.53%

Cast Votes:	0	0.00%	11,032	75.04%	11,032	75.04%
Over Votes:	0	0.00%	1	0.01%	1	0.01%
Under Votes:	0	0.00%	3,669	24.96%	3,669	24.96%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	14,702	18,900	77.79%

McMinnville City Councilor - Ward 1, Vote For 1

Wendy Stassens	0	0.00%	2,541	98.60%	2,541	98.60%
Misc. Write-in (W)	0	0.00%	36	1.40%	36	1.40%

Cast Votes:	0	0.00%	2,577	59.69%	2,577	59.69%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	1,740	40.31%	1,740	40.31%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	4,317	5,645	76.47%

McMinnville City Councilor - Ward 2, Vote For 1

Kellie S Menke	0	0.00%	3,661	98.20%	3,661	98.20%
Misc. Write-in (W)	0	0.00%	67	1.80%	67	1.80%

Cast Votes:	0	0.00%	3,728	64.10%	3,728	64.10%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	2,088	35.90%	2,088	35.90%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	5,816	7,111	81.79%

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

SIGNATURE OF COUNTY CLERK:

DATE OF ABSTRACT



City of McMinnville Cumulative Report — Official
Yamhill County, Oregon — || November 8, 2016 General Election — November 08, 2016

Total Number of Voters : 49,697 of 62,702 = 79.26%
 Number of District Voters: 14,702 of 18,900 = 77.79%

Precincts Reporting 21 of 21 = 100.00%
 District Precincts Reporting 6 of 6 = 100.00%

Party	Candidate	Early	Election	Total
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McMinnville City Councilor - Ward 3, Vote For 1

Adam D Garvin	0	0.00%	2,585	97.58%	2,585	97.58%
Misc. Write-in (W)	0	0.00%	64	2.42%	64	2.42%
Cast Votes:	0	0.00%	2,649	57.98%	2,649	57.98%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	1,920	42.02%	1,920	42.02%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	4,569	6,144	74.37%

36-181 City of McMinnville marijuana tax, Vote For 1

YES	0	0.00%	10,417	74.35%	10,417	74.35%
NO	0	0.00%	3,594	25.65%	3,594	25.65%
Cast Votes:	0	0.00%	14,011	95.30%	14,011	95.30%
Over Votes:	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	691	4.70%	691	4.70%

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	14,702	18,900	77.79%

RESOLUTION NO. 2016-93

A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 8, 2016, in regard to Measure 36-181 "Imposing city tax on marijuana retailer's sale of marijuana items" and the election of three City Councilors and the Mayor.

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

Section 1. That the Common Council in this regular Council meeting on December 13, 2016, in accordance with the Charter of the City of McMinnville, has canvassed the returns of the votes cast in the General Election conducted on November 8, 2016, in regard to Measure 36-181 "Imposing city tax on marijuana retailer's sale of marijuana items", as more fully set forth in the Certificate of Canvass of Votes attached hereto and by this reference incorporated herein.

Section 2. That the Common Council in this regular Council meeting on December 13, 2016, in accordance with the Charter of the City of McMinnville, has canvassed the returns of the votes cast in the General Election conducted on November 8, 2016, in regard to the election of three City Councilors and Mayor, as more fully set forth in the Certificate of Canvass of Votes attached hereto and by this reference incorporated herein.

Section 3. That the Common Council and Recorder are hereby authorized and directed to execute a certificate of the canvass of said votes.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

MAYOR

Approved as to Form:



CITY ATTORNEY

C E R T I F I C A T E

CANVASS OF THE RETURNS OF THE VOTES CAST FOR MEASURE 36 –181 “IMPOSING CITY TAX ON MARIJUANA RETAILER’S SALE OF MARIJUANA ITEMS” AND THE ELECTION OF THREE CITY COUNCILORS AND MAYOR AT THE GENERAL ELECTION HELD IN THE CITY OF McMinnville, OREGON ON NOVEMBER 8, 2016.

We, Remy Drabkin, Scott Hill, Kevin Jeffries, Kellie Menke, Alan Ruden, and Larry Yoder, being duly elected and sworn Council members of the Common Council of the City of McMinnville, Yamhill County, Oregon, and meeting during the regular City Council meeting on December 13, 2016, for the purpose of canvassing the returns of the General Election held on Tuesday, November 8, 2016, in accordance with officials of said election, did proceed to canvass the returns, and it appears from said official returns as filed by the Yamhill County Clerk and now on file in the office of the Recorder of the City of McMinnville that the following summarizes the votes cast:

Votes Cast in Election Regarding Measure 36-181 “Imposing city tax on marijuana retailer’s sale of marijuana items”

Yes	10,417
No	3,594
Over Votes	0
Under Vote	691
Total	14,011

Votes Cast in Election Regarding the Election for City Councilors

Ward 1 (4-year term)

Wendy Stassens	2,541
Write-In (Misc.)	36
Over Votes	0
Under Votes	1,740
Total	2,577

Ward 2 (4-year term)

Kellie Menke	3,661
Write-In (Misc.)	67
Over Votes	0
Under Votes	2,088
Total	3,728

Ward 3 (4-year term)

Adam Garvin	2,585
Write-In (Misc.)	64
Over Votes	0
Under Votes	1,920
Total	2649

Mayor (4-year term)

Scott A. Hill	8,248
Jared S Miller	2,615
Write-In (Misc.)	169
Over Votes	1
Under Votes	3,669
Total	11,032

We certify that the following candidates have been elected to their respective offices:

Councilor Ward 1:	Wendy Stassens
Councilor Ward 2:	Kellie Menke
Councilor Ward 3:	Adam Garvin
Mayor:	Scott Hill

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of December, 2016.

Scott Hill

Kellie Menke

Kevin Jeffries

Alan Ruden

Remy Drabkin

Larry Yoder



City Council- Regular

Meeting Date: 12/13/2016

Subject: Building Division Report

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

City of McMinnville Building Division Report for the period ending November 30, 2016.

BACKGROUND:

Please refer to attached report.

Attachments

Building Division Report

City of McMinnville

C404 - Privately Owned

Between 11/01/2016 and 11/30/2016

	Class Code	Permits	Bldgs	Houses	Valuation
		47	26	26	\$371,918
	Sub-Totals:	47	26	26	\$371,918
<u>Section I - Residential HouseKeeping Buildings</u>					
One-Family Houses Detached	101	2	2	2	\$622,828
	Sub-Totals:	2	2	2	\$622,828
<u>Section III - New Non-Residential Buildings</u>					
Other Nonresidential Building	328	2	2	0	\$355,619
Structures Other than Buildings	329	1	0	0	\$12,100
	Sub-Totals:	3	2	0	\$367,719
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	4	0	0	\$345,000
Add or Alter All Other Buildings and Structures	437	4	0	0	\$321,506
Residential Garages & Carports	438	1	0	0	\$20,000
	Sub-Totals:	9	0	0	\$686,506
	Grand-Totals:	61	30	28	\$2,048,971

Activity Summary Totals Report

Category: BLDG

Issued: 11/01/2016 - 11/30/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	2	\$9,163.76	\$287,006.00
AINS	1	\$730.81	\$27,000.00
ASFR	2	\$3,091.40	\$315,000.00
NGAR	1	\$305.12	\$15,598.80
NIND	1	\$3,240.91	\$340,020.00
NSFR	2	\$19,969.85	\$622,828.15
BLDMAJOR			
AGAR	1	\$369.54	\$20,000.00
ASFR	2	\$713.15	\$30,000.00
COM	1	\$256.79	\$12,100.00
DECK	1	\$176.26	\$7,500.00
BLDMINOR			
OTHR	5	\$846.31	\$38,600.00
PUB	1	\$144.05	\$5,580.00
ROOF	1	\$1,482.35	\$300,000.00
FLS			
ALRM	1	\$165.19	\$8,200.00
SPRK	1	\$275.85	\$16,538.00
MECH			
COM	3	\$1,326.75	\$0.00
RES	16	\$663.50	\$0.00
MISC			
	8	\$17,432.90	\$0.00
PLUM			
COM	1	\$44.80	\$0.00
RES	9	\$779.52	\$0.00
SIGN			
MONU	1	\$95.72	\$3,000.00
Total:	61	\$61,274.53	\$2,048,970.95

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2016 - 11/30/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	11	\$55,678.82	\$2,917,936.00
AINS	2	\$4,555.17	\$267,000.00
ASFR	11	\$9,346.03	\$688,269.20
NCOM	2	\$28,733.50	\$2,726,800.00
NDUP	2	\$23,314.02	\$474,932.40
NGAR	1	\$305.12	\$15,598.80
NIND	2	\$20,262.45	\$693,640.80
NOTH	2	\$2,522.01	\$189,441.30
NSFA	2	\$19,208.14	\$432,996.62
NSFR	33	\$309,946.59	\$9,028,623.21
BLDMAJOR			
ACOM	2	\$562.07	\$25,000.00
AGAR	1	\$369.54	\$20,000.00
APUB	1	\$6,785.34	\$1,100,000.00
ASFR	2	\$713.15	\$30,000.00
COM	1	\$256.79	\$12,100.00
DECK	1	\$176.26	\$7,500.00
NGAR	3	\$1,047.87	\$51,736.02
NOTH	1	\$192.36	\$8,500.00
BLDMINOR			
DECK	8	\$1,748.33	\$83,110.80
FOUN	2	\$428.80	\$21,710.00
OTHR	14	\$3,474.59	\$243,400.00
PATI	3	\$366.29	\$13,895.24
PUB	1	\$144.05	\$5,580.00
ROOF	14	\$5,719.47	\$760,599.00
WALL	2	\$517.38	\$30,500.00
DEMO			
RES	1	\$80.95	\$4,600.00
FLS			
ALRM	5	\$1,254.75	\$82,060.00
SPRK	9	\$1,279.25	\$68,148.00
SUPP	1	\$87.68	\$2,424.00
MECH			
COM	22	\$4,980.96	\$0.00
PUB	2	\$247.52	\$0.00
RES	99	\$4,039.62	\$0.00

Type	# of Permits	Total Fees	Total Valuation
MISC			
	74	\$56,321.90	\$0.00
PLUM			
COM	10	\$13,895.06	\$0.00
IND	1	\$201.60	\$0.00
PUB	3	\$0.00	\$0.00
RES	79	\$4,479.19	\$500.00
SIGN			
MONU	1	\$95.72	\$3,000.00
Total:	431	\$583,338.34	\$20,009,601.39

City of McMinnville - Account Summary Report

For Post Dates 11/01/2016 - 11/30/2016

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$1,715.05
		<hr/>
		\$1,715.05
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$10,185.85
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$4,437.90
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$1,240.77
		<hr/>
		\$15,864.52
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$1,833.35
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$201.00
		<hr/>
		\$2,034.35
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$2,273.00
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$328.75
		<hr/>
		\$2,601.75
		<hr/>
	Total Posted Amount:	\$22,215.67

City of McMinnville - Account Summary Report

For Post Dates 07/01/2016 - 11/30/2016

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$15,726.54
		<hr/>
		\$15,726.54
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$92,624.69
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$66,282.65
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$7,145.11
		<hr/>
		\$166,052.45
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$15,142.25
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$1,222.50
		<hr/>
		\$16,364.75
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$23,244.00
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$1,397.25
		<hr/>
		\$24,641.25

Total Posted Amount: \$222,784.99



City Council- Regular

Meeting Date: 12/13/2016

Subject: Visit McMinnville - Audited Financial
Statements & Audit Letters

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Visit McMinnville - Audited Financial Statements & Audit Letters.

BACKGROUND:

The City of McMinnville has a contract with Visit McMinnville that calls for the financial books of Visit McMinnville to be audited or reviewed annually by an independent certified public accountant. The accountant has prepared the audit for the year fiscal year ended June 30, 2016. Per the agreement, a copy has been received from the Board of Directors and is attached for Council's review.

Attachments

Audited Financial Statements & Letter

VISIT MCMINNVILLE

**AUDITED FINANCIAL STATEMENTS
&
AUDIT LETTERS**

FOR THE YEAR ENDED JUNE 30, 2016

VISIT MCMINNVILLE

FINANCIAL STATEMENTS

For the Year Ended June 30, 2016

(See Independent Auditor's Report)

VISIT MCMINNVILLE

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BERNARDS & ASSOCIATES, CPAs, PC
ACCOUNTING, TAX & BUSINESS CONSULTING



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Independent Auditor's Report

To Board of Directors
Visit McMinnville

We have audited the accompanying financial statements of Visit McMinnville (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visit McMinnville as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Bernards & Associates
Bernards & Associates, CPAs, PC
McMinnville Oregon
October 14, 2016

VISIT MCMINNVILLE
Statement of Financial Position
June 30, 2016

ASSETS

Current Assets

Cash and cash equivalents	\$ 155,597
Accrued revenue	150,587
Marketing materials	14,197
Prepaid expenses	<u>207</u>
Total Current Assets	<u>320,588</u>

Property and Equipment - Net 12,844

Other Assets

Refundable deposits	<u>300</u>
Total Other Assets	<u>13,144</u>

Total Assets **\$ 333,732**

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts payable	\$ 49,490
Accrued payroll	15,668
Credit card	<u>12,951</u>
Total Current Liabilities	<u>78,109</u>

Net Assets

Unrestricted 255,623

Total Net Assets **255,623**

Total Liabilities and Net Assets **\$ 333,732**

See accompanying notes and independent auditor's report

VISIT MCMINNVILLE
Statement of Activites
Year Ended June 30, 2016

Revenue	
Transient Lodging Tax	\$ 886,736
Interest income	18
Total Revenue	<u>886,754</u>
Expenses	
Marketing	382,087
Salaries and wages	108,530
Professional services	96,578
Visit development fund	9,385
Office supplies	6,133
Rent	5,940
Utilities	5,112
Insurance	4,991
Dues and subscriptions	4,207
Meals	4,033
Depreciation	1,418
Repairs and maintenance	1,096
Education and training	776
Travel	736
Bank fees	59
Taxes, licenses, and fees	50
Total Expenses	<u>631,131</u>
Change in net assets	<u>\$ 255,623</u>

See accompanying notes and independent auditor's report

VISIT MCMINNVILLE
Statement of Cash Flows
Year Ended June 30, 2016

Cash flow from operating activities	
Net income	\$ 255,623
Depreciation	1,418
Changes in assets and liabilities:	
Accrued revenue	(150,587)
Marketing materials	(14,197)
Credit card	12,951
Refundable deposit	(300)
Prepaid expenses	(207)
Accounts payable	49,490
Accrued payroll	15,668
Total cash flow from operating activities	<u>169,859</u>
 Cash flow from investing activities	
Purchase of property and equipment	<u>(14,262)</u>
Total cash flow from investing activities	<u>(14,262)</u>
 Net change in cash	
	155,597
Cash at beginning of year	<u>-</u>
Cash at end of year	<u>\$ 155,597</u>

See accompanying notes and independent auditor's report

VISIT MCMINNVILLE
Notes to Financial Statements
June 30, 2016

NOTE 1 – Summary of Significant Accounting Policies

Nature of Activities

Visit McMinnville (Organization) is a non-profit established to enhance the economic vitality of the McMinnville community by promoting McMinnville as a year-round visitor, convention, and event destination by maximizing collaborative partnerships, effectively activating transient lodging tax revenue into effective sales and marketing programs, and cultivating a world – class visitor experience.

Significant Accounting Policies

Basis of Presentation - The accompanying financial statements have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities. The Organization reports information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets represent net assets not subject to donor-imposed stipulations. Temporarily restricted net assets represent net assets subject to donor-imposed stipulations that are met by actions of the Organization and/or the passage of time. Permanently restricted net assets represent net assets subject to donor-imposed stipulations that neither expire with the passage of time, nor can be fulfilled or otherwise removed by actions of the Organization.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The significant estimates in the Organization's financial statements are the accrued revenue and the methods and useful lives for depreciation of property and equipment.

Revenue Recognition – The Organization receives 70% of the revenue from the remittance of Transient Lodging Tax to the City of McMinnville. The City of McMinnville imposes an 8% tax to all Occupants of transient lodging facilities, such as hotels, motels, bed and breakfast establishments, vacation home rentals, etc. The lodging is considered “transient” if the Occupant stays at the lodging facility for less than 30 days. The tax is received by the City monthly, and the portion due to the Organization is remitted quarterly.

Cash and Cash Equivalents - The Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accrued Revenue – Accrued revenue represents the Organization's estimate of the transient taxes collected by the lodging facilities but not yet received by the Organization. The amount is based on occupancy and budget data collected by the City.

Marketing Materials – The Organization has purchased tourist materials for resale throughout the year. The amount shown on the Statement of Financial Position represents the portion of unsold materials at year end valued at the lower of cost or market value.

VISIT MCMINNVILLE
Notes to Financial Statements
June 30, 2016

Note 1 - Significant Accounting Policies - continued

Capital Assets and Depreciation – Property and equipment are recorded at cost. The Organization typically capitalizes items costing \$500 or more. Depreciation is computed using the straight line method over the estimated useful lives of the respective assets, which is generally 3 to 39 years. When equipment is retired, the cost and accumulated depreciation are eliminated from the accounts with any resulting gain or loss included in income for the year, or added to the cost basis in the case of exchanged assets.

Income Taxes - The Organization is exempt from income taxes under Internal Revenue Code Section 501(c) (6). As of June 30, 2016 the Organization had no assessments of income taxes or related interest and penalties for deemed activities outside of its exempt status.

Financial Instruments and Concentrations - Financial instruments which potentially subject the Organization to concentration of credit risk consist primarily of cash, collections from the City of McMinnville.

Accrued Compensated Absences- Qualifying employees can accrue up to three weeks paid time off, which may include up to two weeks paid sick time.

Advertising – Advertising costs are charged to expense as incurred in accordance with FASB ASC 720-35-05-01.

Subsequent Events- Events through October 14, 2016 have been evaluated by management for disclosure in the financial statements. This is the date when the financial statements were available for issuance.

NOTE 2 – Cash and Cash Equivalents

During the year ended June 30, 2016, cash and cash equivalents include bank deposits of \$230,196 in excess of the federally insured limits up to \$250,000 per customer relationship. Deposits held in noninterest-bearing transaction accounts are aggregated with any interest-bearing deposits the owner may hold in the same ownership category, and the combined total insured up to at least \$250,000.

NOTE 3 – Property and Equipment

Property and equipment at June 30 consisted of the following:

Equipment	\$ 14,261
Accumulated Depreciation	<u>(1,417)</u>
Total Property and Equipment	<u>\$ 12,844</u>

VISIT MCMINNVILLE
Notes to Financial Statements
June 30, 2016

NOTE 4 – Operating Lease

In December 2015, the Organization entered into an operating lease for the rental of their office building. The lease commenced in December 2015, ended in June 2016, and required monthly lease payments of \$900. The Organization also leases a copier and postage meter which ends in January 2019, and requires monthly lease payments of \$127. Future minimum lease payments for the next five years are as follows:

Years Ending June 30,	
2017	\$ 1,523
2018	924
2019	<u>700</u>
Total	<u>\$ 3,147</u>

NOTE 5 – Retirement Plan

The Organization has a retirement savings plan qualified under Internal Revenue Code Sec 401(k). The plan covers all employees with six months of service. Employees may elect to contribute up to 15% of their compensation into the plan. The Organization may make matching contributions equal to 100% of the first 6% of the employee's contribution to the plan. For the year ended June 30, 2016, the Organization has contributed \$3,605 to the plan on behalf of all eligible employees.

VISIT MCMINNVILLE

AUDIT LETTERS

Year Ended June 30, 2016

VISIT MCMINNVILLE

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BERNARDS & ASSOCIATES, CPAs, PC
ACCOUNTING, TAX & BUSINESS CONSULTING



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Auditor's Communication to Those Charged with Governance

To the Board of Directors
Visit McMinnville
McMinnville, OR

We have audited the financial statements of Visit McMinnville (the Organization), as of and for the year ended June 30, 2016 and have issued our report thereon dated October 14, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 20, 2016. Professional standards also require that we communicate to you the following information related to the audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended June 30, 2016. We noted no transactions entered into by the Organization during the year for which there was a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were related to the accrued revenue, the methods and useful lives for depreciation of property and equipment, and policies for accrued compensated absences.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has chosen to make all adjusting journal entries and pass on a proposed adjustment due to immateriality.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of the audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 14, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of Visit McMinnville and is not intended to be and should not be used by anyone other than these specified parties.

Bernards & Associates

Bernards & Associates CPAs, PC

October 14, 2016

BERNARDS & ASSOCIATES, CPAS, PC
ACCOUNTING, TAX & BUSINESS CONSULTING



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Communicating Internal Control Related Matters Identified in an Audit

To the Board of Directors
Visit McMinnville
McMinnville, OR

In planning and performing the audit of the financial statements of Visit McMinnville (Organization) as of and for the year ended June 30, 2016, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we considered to be material weaknesses.

This communication is intended solely for the use of the Board of Directors and management of Visit McMinnville and is not intended to be and should not be used by anyone other than these specified parties.

Bernards & Associates

Bernards & Associates CPAs, PC

October 14, 2016