CITY OF AMITY

AGENDA OF THE CITY COUNCIL

June 3, 2020

City Hall
109 Maddox Avenue
Amity, Oregon

REGULAR SESSION

CALL TO ORDER/FLAG SALUTE 7:00 pm

COUNCIL ROLL CALL: Robert Andrade, Ryan Lehman, Jenna Goings, Nickolas Wilkinson, Napua Rich, Sandy McArthur and Mayor Michael Cape

1. CONSENT AGENDA: *In order to make more efficient use of meeting time, resolutions, minutes, bills and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The secretary to the council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the Consent Agenda is then voted on individually by a roll call vote.*

a. Budget Vs. Actual
b. Minutes – Regular 5-6-2020

2. CITIZEN COMMENTS/QUESTIONS An opportunity to present items not on the regular agenda. Please state your name and address and limit your comments to five (5) minutes.

a. DIG Report

3. OLD BUSINESS:

a. 2nd Reading and Vote to Approve Ordinance 663 – Re-Establishing Tourism Committee

4. NEW BUSINESS:

a. Adopt and Sign Yamhill County Sheriff's Office Contract
b. Approval of Planning Applicant for Planning Commission Vacancy
c. Approval of Removal of the Metal Eola Amity Hills Signs
d. Approval to Extend Resolution 2020-02 Declaration of a State of Emergency
e. Approval to Conduct a Lot Line Adjustment with the Property Owner
f. Adopt Resolution 2020-08 – Revised/New Fees and Charges

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ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Administrator's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact Natasha Johnson, City Recorder, at 503-835-3711

g. Adopt Resolution 2020-09 Supporting Online Northwest
h. Adopt Resolution 2020-10 Approving Interim Financing
i. PUBLIC HEARING- Budget FY 2020-2021
j. 2019-2020 Budget Appropriations – Resolution 2020-06
k. Election to Receive State Revenue Sharing- Resolution 2020-05
l. Certifying the City meets all requirements to receive State Shared Revenue- Resolution 2020-04
m. Volunteers' Worker's Compensation Coverage – Resolution 2020-07

5. DEPARTMENT REPORTS

a. City Administrator Report by Michael Thomas
b. City Recorder Report by Natasha Johnson
c. Public Works Report by Gary Mathis
d. Law Enforcement Report by Sheriff's Office
e. Library Report by Marcia Robbins
f. City Engineer Billing Report
g. City Attorney Report
h. City Planner Report

6. BUSINESS FROM THE MAYOR & CITY COUNCILORS

a. Mayor Report by Mayor Michael Cape
b. Councilor Ryan Lehman & Finance Committee
c. Councilor Sandy McArthur & Ordinance Committee
d. Councilor Robert Andrade & Water & Sewer Committee
e. Councilor Jenna Goings & Community Engagement Committee
f. Councilor Napua Ann Rich & Parks Committee
g. Councilor Nickolas Wilkinson & Streets Committee

ADJOURNMENT

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CITY OF AMITY

BUDGET VS. ACTUALS: FY 2019-20 - FY20 P&L

July 2019 - June 2020

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
20 4000 General Fund Revenue	668,783.31	715,100.00	93.52 %
30 4300 Street Fund Revenue	119,337.08	143,000.00	83.45 %
40 4401 Water Fund Revenue	964,008.98	2,368,900.00	40.69 %
50 4500 Sewer Revenue	420,753.80	467,400.00	90.02 %
75 4000 Governmental SDC Revenue	101,645.00	90,352.00	112.50 %
76 4100 Enterprise SDC Revenue	163,998.00	145,776.00	112.50 %
Total Income	$2,438,526.17	$3,930,528.00	62.04 %
GROSS PROFIT	$2,438,526.17	$3,930,528.00	62.04 %
Expenses			
20 5000 General Fund Expense	582,524.76	633,941.00	91.89 %
29 5000 Payroll & Admin Expense	204.31	0.00	
30 5000 Street Expense	202,233.61	132,784.00	152.30 %
40 5000 Water Expense	1,082,053.24	2,212,696.00	48.90 %
50 5000 Sewer Expense	398,945.39	454,085.00	87.86 %
76 5100 Enterprise SDC Expense		70,000.00	
Total Expenses	$2,265,961.31	$3,503,506.00	64.68 %
NET OPERATING INCOME	$172,564.86	$427,022.00	40.41 %
Other Income	$0.00	$816,162.00	0.00%
Other Expenses	$0.00	$1,243,184.00	0.00 %
NET OTHER INCOME	$0.00	$ -427,022.00	0.00 %
NET INCOME	$172,564.86	$0.00	0.00%

REGULAR MEETING OF THE COUNCIL
CITY OF AMITY, OR

Minutes

A Regular Meeting of the City of Amity City Council was held at 7:00 p.m. on Wednesday, May 6, 2020 in the Council Chambers, City Hall, 109 Maddox, Amity, Oregon. Meeting was held predominately over a ZOOM teleconferencing network due to the COVID-19 pandemic.

Councilors Present
Councilor Ryan Lehman, Councilor Robert Andrade, Councilor Napua Rich, Councilor Sandy McArthur and Mayor Michael Cape

Councilors Absent
Councilor Jenna Goings and Nicholas Wilkinson

Staff Present
City Administrator Michael Thomas and City Recorder Natasha Johnson

CONSENT AGENDA: Mayor Cape added items 5 Department Reports and 6 Business from the Mayor and Councilors to Consent Agenda. Councilor Lehman moved to approve the Consent Agenda. Councilor McArthur seconded and with no further discussion motion passed 4-0.

CITIZEN COMMENTS/QUESTIONS:

A. DIG Report: Eve Silverman emailed report in.

B. CITIZEN COMMENTS: Mayor Cape explained the process of the Land Use hearings on the agenda and if any comments not regarding them would be now.

Citizen Eli Cox thanked City Council for their donation to the Juliette's House for Child Abuse Prevention Month. They would like to put the pin wheels up sometime in the summer or have a credit for next year. He mentioned May is Mental Health Month Awareness and he thanked Amity for being safe. Mayor Cape stated he would like to get together regarding the pin wheels when all the stuff going on is done.

There were no more comments.

OLD BUSINESS:

A. **2nd Reading and Vote to Approve Ordinance 661 – Re-Establishing Planning Commission**: Administrator Thomas let Council know there have been no changes since the last reading of Ordinance 661. Councilor Lehman made motion to approve Ordinance 661 as is and to enact in thirty (30) days of this date. Councilor Andrade seconded and with no further discussion motion passed 4-0.

NEW BUSINESS:

A. **Approve Resolution 2020-03 – Accepting the Grant and Loan Contract for the Salt Creek Bridge Water Transmission Line**: The City Administrator went over background of Resolution 2020-03. Councilor Lehman moved to approve Resolution 2020-03, accepting the funding offer and Councilor Rich seconded. Councilor Lehman asked when construction will start. City Engineer Peter Olsen said should start early part of 2021. With no more discussion motion passed 4-0.

B. **1st Reading Ordinance 663 – Re-Establishing Tourism Committee**: Administrator Thomas went over background of Ordinance 663 and gave the 1st reading. The Administrator brought up that a citizen, Mr Kistler, had some comments for revisions. However, Mr Kistler is a nonvoting member of the Tourism

Committee and that it is up to the Council if they would like to move forward as is or make revisions now; although corrections could still be made prior to the 2nd reading. Councilor Lehman moved to approve Ordinance 663 as is with this first reading, then complete a second reading at the June 3, 2020 City Council meeting for vote to enact; Councilor McArthur seconded motion. Councilor Lehman stated that in deliberations the proposed ordinance changes who is on the Tourism Committee. One change is allowing a business representative or owner that is directly related to tourism and does not have to live in city limits. Administrator Thomas asked Citizen Kistler, who was linked in over an audio ZOOM channel, if he had any additional comments to add since he submitted comments. Kistler did not say anything. With no further discussion motion passed 4-0.

C. **Re-Appoint Amity Tourism Committee Members:** Mayor Cape let Council know they have three emails from current members asking to be re-appointed. Councilor Lehman moved to re-appoint Amity Tourism Committee Members Rod Hickerson, Erin Rainey, and Barb Bond to the Amity Tourism Committee to a term to expire December 31, 2022 and Councilor Andrade seconded. Councilor Lehman thanked all the current members for all their hard work getting the branding project started and finished. With no further discussion motion passed 4-0.

D. **Re-Appoint Historic Landmarks Committee Members**: Mayor Cape let Council know they have two emails from current members asking to be re-appointed. Councilor Lehman moved to re-appoint Historic Landmarks Committee Members Eve Silverman and Deb Conrad to the Historic Landmarks Committee to a term to expire December 31, 2023 and Councilor Rich seconded. With no further discussion motion passed 4-0.

E. **Public Hearing: Site Design Review and Partition, 110 4th Street, Gerald Bieze, Bieze Property Investors LLC**: Mayor Cape read public hearing script, opened public hearing and read legal matters. No member of the City Council declared conflict of interest. Mayor Cape asked if anyone from the Council wish to report any site visits. Mayor Cape then stated that he has been by the property while driving on 99 but has not been by the actual site in the last year.

Planner Byram went over staff report. She explained to Council that the planning file was brought to Council for approval because the Planning Commission lacked quorum during the scheduled public hearing for the file. Mayor Cape asked Planner Byram if the sidewalk requirements are only for frontage on this property or along their (Amity Truck & Tractor's) other property. She explained the sidewalk requirement is only for this property.

Mayor Cape asked Council if they had any clarifying questions for Staff. Councilor Lehman asked Planner Byram for clarification on parking spaces. Planner Byram explained with the City's code requires and it's by done by a ratio of use and space determines parking slots. The closest comparison is commercial uses and therefore this property would need around 10 parking spaces. Councilor Lehman asked if entire paved area counts as parking and if all of the parking slots need to be striped. Planner Byram explained if its the striped spaces shown on the design documents they meet the requirement. Mayor Cape asked why round up to 10 spaces and not 9 spaces. Planner Byram explained the Council can determine either parking space requirement.

Councilor Andrade asked about buffering between properties and where new construction on the property be in relation to other properties and how far back from the fence line will the new building(s) be. Planner Byram explained there will be 10 foot rear setback and the current fence may already meet the screening requirement. There were no more questions for staff.

Mayor Cape asked if the applicant had a presentation. The Applicant did have a presentation. Applicant Bieze explained that all the requirements will be met. Mr Bieze did bring up that the number of parking spaces from going from 5 spaces to 10 spaces is a big difference. The property is in LI and the 5 spaces would meet the code for industrial uses. The 10 spaces are required in GC but this property is in LI, he is not certain why the City wants to apply a different Zone's requirements upon his design. Mr Bieze asks the Council to approve with a variation that allows for 5 parking spaces.

Applicant Bieze brought up another staff recommendation to pave the whole parking lot. He wants to do some gravel and it is more environmental friendly. This is a large lot. Adding another building on the property in the future will benefit the community. Paving the whole lot would be hard for future development. He would like Council to approve as drawn with the whole site not needing to be paved.

Mayor Cape asked if any public testimony – There were none.

Mayor Cape asked if any presentation of Proponents - There was testimony from the Applicant's Attorney Ms Baird. She went over how the property is in LI and not GC and should follow the parking ratios for that zone.

Mayor Cape asked if any presentation of Opponents – There were none.

Mayor Cape asked if testimony of any Neutral Parties – There were none.

Mayor Cape asked if any submitted written commentary – There were none.

Mayor Cape asked if there was a rebuttal from the Applicant – Applicant Bieze asked if he may address Council again. Mayor Cape let Applicant know that he can. Applicant Bieze went over again the paving the whole site versus graveling the site. There are reasons unique to the business for maintaining a gravel area in the parking lot, such as working on machinery with tracks, so as not to destroy pavement.

Mayor Cape asked if there is a request for continuance – There were none.

Mayor Cape asked if there were questions for Staff – Mayor Cape asked Planner Byram to address applicants concerns regarding parking spaces and paving. Planner Byram explained the whole lot doesn't need to be paved but just the parking, driving and maneuvering areas would need to be paved. Applicant Bieze asked to speak. At this point our City Attorney Bill Monahan spoke up and stated the Mayor could reopen this portion of the hearing for the Applicant's rebuttal. Mayor Cape reopened that portion, allowing the applicant's further rebuttal. Applicant Bieze thanked Planner Byram for the clarification and the site design shows pavement where it is required.

Mayor Cape asked if any additional questions for staff. Councilor Lehman asked Planner Byram regarding LI, is a repair facility permitted. If so, then why is the City using GC codes when it is in LI. Planner Byram explained it is because GC best aligned as an appropriate comparison of building use and this is why she used the comparison. Councilor Lehman asked out of the 5 parking spaces how many need to be ADA compliant. Planner Byram said it is up to the building official, but likely the one provided is sufficient.

Mayor Cape asked if any more questions for staff. Councilor Andrade thinks that 5 spaces are too many spaces but at least need 2 or 3 spaces. Applicant Bieze explained that they should be held to the LI code and need parking spaces and 5 is what is required in LI zone not 10 like GC, regardless of the intended use of the facility. The Applicant's Attorney clarified again that the property is in LI not GC and the requirement would be 5 not 10 as staff recommended.

Mayor Cape asked if any further questions for staff – There were none.

Mayor Cape closed public hearing and opened up for deliberations by the City Council. Councilor Lehman reviewed the documents in great detail and made a statement. He explained growing up on a farm and have been to facilities like this with complete gravel lots and paved lots. You need gravel areas to work effective on tractors. He wants to make sure applying codes that are for LI zone. He is in support of approving with the gravel portion shown and 5 spaces.

Councilor Andrade agrees that asphalt will be torn up, by tracked vehicles. He asked if there was a risk assessment done on the pavement. There did not appear to be one accomplished. Still, he agrees with Councilor Lehman. Mayor Cape asked applicant Bieze if he would like to comment. Applicant Bieze referenced page 5 of his submitted Site Review documents. Gravel parallels to paved area and allows long gravel area for mechanic to test drive tracked vehicles without damaging the pavement.

Councilor Lehman moved to approve the concurrent Site Design Review and Partition applications, file #2001-01 SDR and 2003-01 P, and adopt the findings and recommended conditions of approval included in the staff report dated April 24, 2020 as amended by City Council. Amend staff report conditions to allow 5 parking spaces as industrial uses require. Amend staff report by allowing the gravel area to remain gravel as suggested in applicants SDR. Councilor McArthur seconded motion. With no further discussion motion passed 4-0.

F. **Public Hearing: Appeals to Planning Commission Decision, Site Design Review for 102 S Trade Street, Steve Powell, Hix Snedeker Development LLC.** Mayor Cape read public hearing script, opened public hearing and read legal matters.

Mayor Cape asked if any member of the Council wished to declare a potential or actual conflict of interest or bias. Councilor Lehman explained he had a potential bias to declare. His wife participated in comments on Facebook regarding Dollar General. She has her right to her opinions. He has kept an open mind and has made no opinions to the Applicant.

Mayor Cape explained his potential bias. He states he did work for the property owner three years ago. He does not work for him now and he does not have any bias on the matter.

Mayor Cape asked if any member of the Council wish to report any site visits or ex-parte contacts. Councilor Lehman stated he knows where the site is. He then stated that he has an ex parte contact – Commissioner Kistler brought up the topic at a Tourism Committee meeting. Commissioner Kistler asked another Tourism Committee member, Erin Rainey, how she felt about Dollar General coming to town. All the Tourism Committee members and Councilor Lehman, stopped Mr Kistler stating his comments were not for the Tourism Committee forum and they're to do tourism activities.

Councilor Andrade then stated that he has driven by the property since it abuts Highway 99 but not visited the site.

Mayor Cape has driven by the property but has not toured the site. Mayor Cape states he has an ex parte contact. He had two phone calls with the property owner Mr Sam Coelho. He tried to end the conversations quickly. The first phone call was about procedures and what to expect as the application moved thru the process. The second phone call was about Mr Coelho's frustrations with Planning Commissioner Kistler and the difficulties with development in the town. He also received an email from Coelho that was sent to the Mayor and senior City staff addressing his concerns. He has also been cc'd in emails directed towards Administrator Thomas regarding the legal procedures of the public hearing.

Mayor Cape asked if any member of the audience wishes to challenge the jurisdiction of the Council to hear the matter – There were none.

Mayor Cape asked if any member of the audience wished to challenge the impartiality or ex parte disclosures of any member of the Council – There was from a Mr David Honig. He isn't challenging but he became aware of a letter sent by Mr Coelho that the Mayor mentioned and it argued that the Council should approve application using the City's emergency powers. He wanted to clarify the nature of the letter for the record. Mayor Cape wanted him to make clear that he is not challenging a Council Member's impartiality. Mr Honig states clearly he is not challenging.

Planner Byram read over the staff report that was provided to Council. She went over the background of

the application and approval by Planning. She explained that due to Oregon land use timelines, we need a decision by July 15th due to the 120-day time clock extended with written permission by the applicant, but not past the 245 day deadline. The City received two appeals within the 12-day appeal window she went over the appellants concerns and summarized what ODOT, Amity Code, the Public Works Street Manual, and Amity's Transportation System Plan (TSP) say in regards to the matter. Planning does not have a recommendation and defers to the City Engineer.

City Engineer Peter Olson explained they approved it as submitted, as it is the best use of the space. Safety has been accounted for with the speed of the arriving trucks. They reviewed and approved the proposed design. His recommendation is to approve the application.

Casey Knecht with ODOT reviewed the SDR plan and attended the pre application meeting. ODOT approved the two driveway permit pending City's Land Use decision. Mayor Cape asked for clarification if they considered pedestrians and their safety when considering the driveways. ODOT looked at the proposal with their traffic staff. They concluded that the applications were acceptable as submitted and ODOT approved them.

Mayor Cape asked Council if they had any clarifying questions for staff. Councilor Lehman asked City Engineer that he exercised his authority granted to him by the Development Code adopted by the Council to change the spacing requirement to approve it as it was proposed. Engineer Olson said, yes they did.

Mayor Cape asked if anymore clarifying questions by Council for staff – There were none.

Mayor Cape read aloud about presentation of the appellants. He clarified the applicants and appellants were all able to come to meeting in person. Everyone will be treated the same and will let them know when the 10 minute time limit is up.

Appellant Hanna Cox makes the first presentation. She is appealing the driveway as it violates the safety requirements in the City's own development code. She explained that the submitted Staff Report discusses all her safety concerns and that the Planning Commission shouldn't have approved the application. Planning Commission thus failed to follow its own driveway standards. Amity Development Code (ADC) requires a 40 ft. driveway spacing. The proposed driveway doesn't meet this driveway standard. Ms. Cox states that no one has authority to overrule the standard. Amity Code must be followed. She continues to state that the applicant misleads the City with their proposal. ODOT delegates to the City and if the City's code is stricter then its code must be applied. The City has to follow its codes. ODOT email states their approval is contingent on the city approving the application. Ms. Cox continues to say that the city is required to follow its code as it is more stringent than ODOT's. The City Engineer doesn't have the authority to overlook or change the codes. She also states that the developer is legally obligated to know the City's rules, which it apparently did not. The Legal standards are put in place to protect City's citizens. Planning Commission approval was unlawful and dangerous the decision and cannot be allowed to stand.

Appellant Susan Karp had a presentation via zoom. She submitted a packet to Council and will be referring to it. Her appeal identified three issues. The first issue is the argument on who has jurisdiction. ODOT refers to the city for their Code. In the staff findings the public health factors were ignored. Amity's code states follow public health. She read what the code says regarding public health and that they are not being followed. Applicant can only say what the current plan is but does not follow with future development. She referred to her diagrams that were given to Council regarding driveway. Her last issue is that what ODOT said is wrong regarding pedestrian safety. She referenced ODOT"s emails that she provided to Council. Safety issue truck entrance only sign protects Dollar General and the Truck Driver. She states that the proposal, as is, is an accident waiting to happen. There are a lot of safety reasons to reject the application.

Applicant Steve Powell had a presentation. The SDR that was presented back in 2017 was denied only based on the zone change. The property owner had the property rezoned and approved and approached

the current applicant. They look for properties that are zoned correctly and meet with city staff and ask questions. They studied the previous SDR plan and reviewed it. They had a pre application meeting. ODOT met them on site and went over safety issues. ODOT was at the pre application meeting, along with all of the critical members of City Staff. All of the recommendations that were addressed were all good.

Applicant's attorney Mike Connor explained that the Planning Commission approved the application with staff recommendations. The only issue is the access standards. The city in the past has always deferred to ODOT when it is their highway. This was never an issue until planning deliberations. He referred to Amity's code regarding how to delegate approval when it's a state hwy. He states that ODOT didn't delegate back to the City. He also stated that the City Engineer is recommending approval. He concluded that that the applicants complied with the standards. If the Council is not comfortable with the proposal, then Mr Connor requests that the decision should be remanded to the Planning Commission.

Mayor Cape asked if there was any public testimony. He explained if someone has legal standing then that individual can testify. There was testimony from the public:

Edward Ferrar stated that the staff conclusion delivery only driveway doesn't meet city's' standards due to the proximity of the intersection. He said City's passes ordinances after deliberations for what's best for the town. He said Planner Byram and ODOT's Knecht both confirmed even though ODOT gave approval that Amity's ordinance must be followed. Amity does not have right to not follow its own standards.

David Honig then commented that the applicant's counsel is misreading what the law says. The City must always be heard from, not just ODOT, and that it doesn't have discretion to not follow its own rules. The City has to enforce their rules. The Applicant's attorney is misleading the Council by stating that all they needed is ODOT approval. They should have reviewed our ADC to see what was needed for approval.

David Beck stated the issue is if the OAR. Is Amity allowed to follow their standards or ODOT standards? Mr Beck says the Planning Commission errored when they approved, using ODOT standards. He said the "town council" must get this right and there are no grounds for the City to approve the project under the current plan.

Eli Cox stated his concern is the public health. There is a potential for an accident with trucks backing up, not seeing someone, and hitting them. Amity not designed for semi-trucks backing-up onto the highway. He asked that for the sake of public health if the City can prevent something from happening then should prevent it from happening.

Mayor Cape asked if any additional comments. There were none.

Mayor Cape read written submission that was submitted by anyone from legal standing. There was one from Bobbi Farquhar. that the Mayor read. Ms. Farquhar's comments were neutral.

Mayor Cape asked if any rebuttal from appellants – There was rebuttal.

Hanna Cox said once you discover or are made aware that it is safety issue then it is not okay to go on with the project as it is. No one should bend or change the original safety standards. The truckers won't know the school schedules or what the changes are. All it takes is fudging one rule and that can cost someone their life.

Susan Karp said that safety issue was not brought up until after hearing was closed; that what the applicant's attorney said regarding meeting standards is not true. She stated she brought up pedestrian safety during the public commentary period at the first public meeting. She didn't hear any comment regarding the 18 inches of spacing and it's not going to change if they do not change the site design. She is adamant that this is a bad site design and should be rejected.

The Applicant's Attorney clarified that the City has always done it this way and they are basing the argument on Code. He referred to the City's code applicable to this project. He went on to state that the City didn't ask for an intergovernmental agreement with ODOT. ODOT approved application as stated previously. The Appellants aren't safety experts; it's just their opinion. Whereas ODOT and the City Engineers are the experts; they considered safety and therefore we should rely on the experts. There will be no trucks backing out and the truckers will limit the deliveries between 9 and 3 once a week. Not sufficient to override the experts. Code says our City Engineer has discretion, which he chose to use. The code and evidence supports approval.

Mayor Cape asked if any Council has questions for staff. Mayor Cape had a question for ODOT. Mayor asked for their opinion after hearing the arguments from appellants. Where does the truth lie? Casey wanted to clarify some points. He said when the City's code is stricter then they apply city's standards. The city's standard is 40 ft. ODOT's is 350 ft. which is stricter. The deviation was granted in this application. The 18 inches is only applied when pedestrian is at crosswalk. The law is that trucks have to stop when a pedestrian is waiting to cross. They didn't believe the 18 inch number was a valid argument. The other issue is if they city has right to apply their code. He can't speak for the city. The city does have the ability to approve or deny. ODOT did already approve the deviation based on their standards. When the deviation was applied, ODOT did look at the safety. There were two accesses so the truck would not have to back-up onto the highway. They looked at crash ratings and pedestrian site. There were several people that looked at this.

Mayor Cape asked for clarification on modes of transportation. Does ODOT looks at all modes of transportation? ODOT says yes that is correct. Mayor Cape asked City Attorney Bill Monahan, having heard both arguments legally what does the city need to follow? Does the city follow ODOT or the ADC? Monahan state it goes to them, the Council, as decision makers. They heard from ODOT, the City Engineer, and now it is up to Council which info submitted provides the greatest weight to Council - consistent with city code. ODOT said the City can modify things. In this case the particular applicant has designed the access to be compliant with ODOT and City standards.

Mayor Cape asked if any questions for staff. There were none.

Mayor Cape asked if questions or comments regarding the application. Mayor Cape asked Ms Cox about siting the amity code regarding our City Engineer. The code does state City Engineer can review and approve plans. She asked who gives him the authority to approve plans. Mayor Cape said the Council gives him that and when enters into the contract.

Mayor Cape asked Ms Karp if her address is outside city limits, as she states she is speaking for the residents of Amity. She said yes it is, but she speaks of the universal safety for all citizens. Mayor Cape stated that he, as an elected official, represents the citizens of Amity. He is offended by some of Ms. Karp's terminology, used throughout the hearing. Every decision made is for the Citizens and every City Councilor does as well. He said it is frustrating when people make statements of the citizens of Amity. She said she respects the Mayor and Council. Her intent was for the pedestrians walking within Amity. She said she hopes he had the same anger when he read the comments that Sam Coelho sent to him in his letter.

Mayor Cape asked if any more questions for staff from Council. Councilor Lehman asked Ms. Karp if she knows what crosswalk school children are supposed to use when crossing Trade St. She said she doesn't know. Councilor Lehman is it is the crosswalk at North end of town with the lights. He asked her if she has ever been a CDL truck driver. She said no, but she has been educated with what she was talking about. Councilor Lehman said the truck entrance is going to have signage. He quoted from material that was submitted by Ms Karp. He said as a CDL driver, getting a CDL is not something he did overnight. The law says to yield and if there is someone at the crosswalk then you have to stop for them. She said there are kids at the crosswalk and there are times when cars don't stop. She said when she talked to the truck driving schools, regarding the truck sign, the truck driving schools were appalled with Dollar General's proposed signage. Councilor Lehman said any reasonable person standard would not

enter the driveway with the signage that says do not enter. She said if everyone uses their common sense, people will still use the driveway. Councilor Lehman said yes but people run stop signs and red lights. Mayor Cape said not to get off track and if any more questions.

Councilor Rich asked for clarification. The truck is not required to backup and that there is a pass thru. Mayor Cape explained the truck would pull forward and back up into loading dock and exit out of dual entrance. There were no more clarification questions or comments.

Councilor Andrade asked applicant if Amity residents would come first for hiring at the store itself. Also, he wants to know if the applicant could install flashing crosswalk lights. Applicant Mr Powell explained they hire local contractors, but it is standard to use local residents. They are not Dollar General and do not hire for the store itself, but they know that policy.

Councilor Andrade asked if they would be willing to fund a blinking crosswalk light. Applicant Mr Powell explained if ODOT has it listed as a condition then they could comply with it. Applicant Attorney said it is an ODOT driven process and would come up in review and it didn't. Councilor Andrade asked for more clarification for hiring up to the owner of the property. Applicant Mr Powell explained own the property but Dollar General is the tenant. Mayor Cape explained further, the applicant will lease to Dollar General and Dollar General will employ.

Appellant Hannah Cox asked to speak. Mayor Cape asked what she had for the record before it closed. She re-read her statement regarding courage and it was nothing personal. Mayor Cape said he recognizes what she was saying but when statements were made that it was easy for someone to take it differently. He just wanted to make sure knows that he does care and has a passion for this and for Amity.

Mayor Cape closed the public hearing and opened up discussion for deliberations by the Council.

Councilor Lehman says that after hearing from ODOT, City Engineer and City Planner that the City has done its due diligence and the issue was addressed and addressed properly.

Councilor Rich wanted to clarify that what she heard from ODOT that they had more stringent rules and they would go with theirs and not the cities. Casey with ODOT said city's is 40 ft. and ODOT's is 350 ft. and more stringent and based on the OAR it would be ODOT's standards that would apply.

Councilor Lehman asked while applying their standards they took in pedestrian and auto traffic in consideration. ODOT says that is correct. Mayor Cape added and bicycles as well.

Councilor Lehman moved the City Council Affirm the decision of the Planning Commission, Approving the Site Design Review, and adopting the recommended findings and conditions of approval included in the Planning Commission decision of February 18, 2020. Councilor Andrade seconded. Applicants Attorney brought to Council attention that if approve adopt findings based on appeal issues and there were no finding with Planning on appeal issues. City Attorney Monahan explained that Council can be stricter. The Planning Commission didn't adopt any additional findings. If Council adopted issues based on appeal issues then would be stricter. Mayor Cape explained that Planner Byram presented different council options and explained to Councilor Lehman said he can keep his motion or add a comment regarding the findings to his motion. Councilor Lehman would like to change his motion. He wants it on the record that he is affirming the decision from the Planning Commission and adopting their findings while addressing the 40 ft. rule. Mayor Cape said he could leave motion as is and add a statement of finding against the appeals argued tonight. Mayor Cape asked if Councilor Andrade agreed to the changes.

Attorney Monahan clarified the findings are based on provided tonight. Council decided in favor of applicant. Findings are relying on staff, ODOT and City Engineer. Applicant's Attorney asked Attorney Monahan that staff would prepare supplemental findings. Mr Monahan explained up to council if they

want to do that.

Mayor Cape went over options with Councilor Lehman regarding motion again. Mayor Cape explained under state of emergency but Governor did not put land use time frame in it and is still in effect. The city is at the end of our timeframe to handle this and the applicant could go straight to LUBA.

Councilor Lehman amended his motion and restated his motion. Councilor Lehman moved the City to Council Affirm the decision of the Planning Commission, Approving the Site Design Review, and adopting the recommended findings and conditions of approval included in the Planning Commission decision on February 18, 2020. Also the City Council is going to approve the City Council decisions and findings provided by the applicant during the appeal hearing. Mayor Cape asked City Attorney B. Monahan if the motion sounds good. He said yes and would cover all the issues raised during the appeal. Councilor Andrade seconded motion. Mayor Cape asked if any discussion. There was from Council. Councilor Rich thanked everyone for staying up and helping. Councilor Lehman wanted to be known on record that it appears that a lot of the comments made were from citizens that do not reside in the City Limits. He is an elected official and looking out for the Citizens of Amity that live in the city limits. Without further discussion motion passed 4-0.

Mayor Cape read the appeal process based on the final decision by the City Council.

DEPARTMENT REPORTS: MOVED TO CONSENT AGENDA

A. City Administrator Report by Mike Thomas: City Administrator Thomas submitted his report.

B. City Recorder Report by Natasha Johnson: City Recorder Johnson submitted her report.

C. Public Works Report by Gary Mathis: Public Works Superintendent Mathis submitted his report.

D. Law Enforcement Report by Sheriff's Office: YCSO submitted crime stats report.

E. Library Report by Marcia Robbins: The Head Librarian, Marcia Robbins, submitted a report.

F. City Engineer Billing Report: See attached billing and nothing to add. There were no comments for the City Engineer.

G. City Attorney Report: See attached billing and nothing to add. There were no comments for the City Attorney.

H. City Planner Report: See attached billing and nothing to add. There were no comments for the City Planner.

BUSINESS FROM THE MAYOR & CITY COUNCILORS: MOVED TO CONSENT AGENDA

A. Mayor Report by Mayor Michael Cape: Mayor Cape Submitted his report.

B. Councilor Jenna Goings Report: Councilor Goings didn't submit a report.

C. Councilor Ryan Lehman Report: Councilor Lehman submitted his report.

D. Councilor Sandy McArthur: Councilor McArthur submitted her report.

E. Councilor Napua Rich Report: Councilor Rich submitted her report. with nothing to add.

F. Councilor Robert Andrade report: Councilor Andrade submitted his report.

G. Councilor Nickolas Wilkinson report: Councilor Wilkinson didn't submit a report.

Mayor Cape declared the meeting adjourned.

Approved by June 3, 2020

_____
Michael Cape, Mayor

Attest:

_____
Natasha Johnson, City Recorder

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject:	New City Ordinance Re-establishing Tourism Committee
Date:	June 3, 2020
Origin:	Michael Thomas, City Administrator & Councilor Jenna Goings, Tourism Committee Chair
Action Requested:	Approve Ordinance and prepare for second reading in June

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Background: Previously, the City of Amity completed a new Tourism Committee and Transient Room Tax ordinance, reestablishing the Committee. The City is ready to conclude the approval process of this ordinance with the second reading. At this time, the Council may debate the changes made and approve them or not.

Exhibits: Ordinance 663

Recommendation:

Move to approve Ordinance 663 as modified , re-establishing the Tourism Committee.

ORDINANCE NO 663
AN ORDINANCE RE-ESTABLISHING A TRANSIENT ROOM TAX & TOURISM COMMITTEE

The City of Amity ordains as follows:

Section 1 Title.

This chapter shall be known as the transient room tax ordinance and be referred to as such.

Section 2 Definitions.

As used in this chapter, the following terms and definitions apply unless the context requires otherwise:

"Administrator" means the person designated as City Administrator (or his or her designate).

"City" means the City of Amity, Oregon.

"Fee" means either the tax payable by the transient or the aggregate amount of tax due from an operator during the period for which collections must be reported. The term includes taxes imposed by Section 3 of this ordinance.

"Hotel" means any structure (or portion thereof) occupied, intended or designed for transient occupancy for 30 consecutive calendar days or less for dwelling, lodging, or sleeping purposes. "Hotel" includes any hotel, inn, tourist home, motel, rooming house, apartment house, club, bed and breakfast, Airbnb, space in mobile home or trailer or similar structure or portions thereof so occupied, provided such occupancy is for 30 consecutive calendar days or less. Note: any "hotel" (as defined) that offers 'extended stay' options is subject to the policies contained herein.

"Occupancy" means the use or possession or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms or space in a hotel.

"Operator" means the person who is the proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent shall be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.

"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

"Rent" means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction. "Rent" excludes, however, the sale of

any goods, services and commodities, other than the furnishing of rooms or room or space in a hotel.

"Transient" means any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

1 The day a transient checks out of the hotel shall not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any such individual so occupying space in a hotel shall be deemed to be a transient until the 30 days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy.
2. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such months, shall not be deemed a transient. [Ord. 418-2003 § 2].

Section 3 Imposition of fee.

A. Transient Room Fee. For the privilege of occupancy in any hotel, on and after the effective date of the ordinance codified in this chapter, each transient shall pay a fee in the amount of seven percent of the rent charged by the operator.

B. Payment of Fee by Transient.

1. The fees imposed by this chapter constitute a debt owed by the transient to the city, which is extinguished only by payment to the operator.
2. The transient shall pay the fees to the operator of the hotel at the time rent is paid.
3. If rent is paid in installments, the transient shall pay a proportionate share of the fee to the operator with each installment.

C. Payment of Fee by Operator. The fee collected or accrued by the operator is to be held by the operator in trust for the city and shall be deemed to be a debt owed by the operator to the city.

Section 4 Exemptions.

The fee imposed by this chapter does not apply to:

A. Any occupant who pays for lodging on a monthly basis, irrespective of the number of days in such months;

B. Any occupant whose rent or cash equivalent thereof is less than $5.00 per day; or

C. Any occupant whose rent is paid for hospital room, medical clinic, convalescent home or similar care facility.

Section 5 Disposition of revenue - Adjustment.

Any adjustment of fees, penalties or interest necessary to correct a mistake or error in collection or distribution may be made by the administrator at a subsequent collection or disbursement or as set out in Section 19 of this ordinance.

Section 6 Collection of revenues - Use of revenues.

A. The seven (7) percent fee shall be remitted to the city consistent with Section 11 of this ordinance, except that the operator may retain five (5) percent of the overall collected transient room tax revenue to help defray costs associated with the administration and collection of the fee. Records must adequately show that the retained portion is accurate.

B. Thirty (30) percent of the collected taxes shall be placed in the general fund to be used to fund city services.

C. Seventy percent of the collected taxes shall be placed in a special revenue fund to be known as the tourism fund. The tourism fund shall be used to fund tourism promotion, tourism activities, or tourism-related facilities as determined and approved by the City Council. The City Council may accept guidance, recommendations, and proposals provided by the Tourism Committee (as described in Section 7) when allocating the tourism fund. "Tourism promotion" means any of the following activities:

1. Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
2. Conducting strategic planning and research necessary to stimulate future tourism development;
3. Operating tourism promotion agencies as defined by ORS 320.300(8); and
4. Marketing special events, activities, and festivals designed to attract tourists.

"Tourism-related facilities" means a conference center, convention center, visitor information center, and other improved real property that has a useful life of ten (10) or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

Tourism activities means supporting or enabling individual or specific projects, events, or festivals specifically designed to improve the City's quality of life or sense of place that may also attract tourists to Amity, as designated and approved solely by the City Council. Activities may include, but are not limited to:

1. City beautification projects;
2. Activities, events, festivals, or functions hosted by the City and provided to the community "free of charge";
3. Activities, events, festivals, or functions hosted by other government entities that benefit the City of Amity and the local community as a whole;
4. Activities, events, festivals, or functions hosted by non-City entities that benefit the City of Amity and the local community as a whole.

Section 7 Creation of tourism committee - Duties.

A. Effective July 1, of the year immediately following the first collection of revenues under Section 6, there shall be appointed by the mayor, with the advice and consent of the council, a tourism committee, which committee shall consist of six (6) positions, the appointees to which shall be as follows: two (2) shall be incumbent city councilors, one (1) designated as Chairperson and other designated as Co-Chair, one (1) shall be a member of the executive board of the Amity

Downtown Improvement Group (DIG), two (2) shall be in tourism related industries, but with the approval of the assigned City Councilors, may be non-City residents, and one (1) shall be an at-large member. The at-large member shall be a City of Amity resident.

Except as described below, for the first appointment round, non-council members of the committee are typically appointed to two-year terms and serve at the pleasure of the City Council. City Council members on the Committee will be appointed by the Mayor and will serve until such a time they choose to step down, or depart the Council, or are reassigned by the Mayor to another Committee. New committee members or those appointed to fill a vacancy will serve to a term expiring December 31, of that year, and thereafter the appointments shall be for two years. Committee members reappointed to the Committee shall serve for two years with the term expiring on December 31 of the second year. The City Council shall appoint new members or reappoint current members as soon as practicable and will attempt to stagger committee members' terms if possible. Although there is no limit upon the consecutive or nonconsecutive terms served by a member, a member must re-apply each time to continue serving; reappointments are not automatic, but members may be requested to continue serving until a replacement is found. The City Council reserves the right to not reappoint a Committee member.

A. The Councilor assigned as Chairperson shall run the meetings and in the Chair's absence the Co-Chair shall run the meetings. . The presence of a majority of the filled positions of the committee shall constitute a quorum for the conduct of business. The Committee shall act by a majority vote of the members present at a meeting, excluding members present but abstaining. The committee shall meet at such times as the Chairperson may determine are appropriate and necessary. Meetings of the committee shall be conducted in conformance with Oregon's Public Meetings Law. Minutes shall be taken of each meeting and filed with the city recorder.

B. The duties of the tourism committee include:

1. Development of a long-range strategic plan aimed at promoting tourism in the city through the use of funds provided to the Committee by the City, which may include revenues gained from the established transient room tax.
2. Recommendations to the City Council on programs for use of the transient room tax and annual budget appropriations for the tourism fund.
3. With the approval of the City Council and through the Committee Chairperson, direct the City Administrator for implementation of tourism promotion programs and development of tourism-related facilities and activities.

Section 8 Administration of chapter.

The City Administrator (or his or her designee) shall administer the provisions of this chapter and may do or cause to be done all things reasonably necessary for its implementation, operation and enforcement.

Section 9 Registration of operator - Form and contents - Execution - Certification of authority- Display.

A. Every person engaging in, or about to engage in, business as a transient lodging provider, or operator of a hotel (as defined herein), in the City shall register with the City Administrator on a form provided by the city.

1. Operators engaged in business at the time the ordinance codified in this chapter is adopted must register not later than thirty (30) calendar days after the effective date of the ordinance codified in this chapter.
2. Operators commencing business after the ordinance codified in this chapter is adopted must register within fifteen (15) calendar days after commencing business.
3. The privilege of registering after the date of commencing business shall not relieve any person from the obligation of payment or collection of the transient room fee from the date of commencing business regardless of the date of registration.

B. On the registration form, the operator shall set forth the name under which he or she transacts or intends to transact business, the location of the hotel(s) and such other information to facilitate collection of the fee as the administrator requires.

C. The City Administrator shall, as soon as reasonably possible after receipt of a properly completed registration form, issue a certificate of transient occupancy registration which shall, at a minimum, contain the following information:

1. The name of the operator;
2. The address of the hotel; and
3. The date upon which the certificate was issued.

D. Each certificate shall be prominently displayed in the hotel (as defined herein) to which it is applicable so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

Section 10 Collection of fee by operator.

A. Unless otherwise exempted by this chapter, every operator shall collect the fee from the transient at the time the transient pays rent.

B. Operators may not advertise or allow that any part of the fee will be assumed or absorbed by the operator, or that the fee will not be added to the rent or, if added, that any part of it will be refunded, except in the manner provided by this chapter.

Section 11 Monthly reporting and payment- Extension.

A. On or before the last day of each month, every operator shall report the rents paid to the operator during the preceding month and pay the appropriate amount of the fee to the city along with a return setting out the amount of the fee collected or otherwise due for the period, show the total rentals upon which the fee was collected or otherwise due, the gross receipts of the operator for the period and an explanation of any discrepancy between those amounts and the exempt rents, if any. The return shall be signed by the operator or an authorized agent thereof.

B. The operator liable for filing the return required under this section shall deliver the return together with the fee due to the city of Amity. Delivery must be in person or by first class mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.

C. The administrator may, upon written request received on or before the due date of the return or fee, for cause satisfactory to the administrator, extend the time for filing the return or paying the fee for a period not to exceed thirty (30) days. Any operator to whom an extension is granted and who pays the fee within the period for which the extension is granted shall pay, in addition to the fee, simple interest at the rate of nine percent per annum from the date on which the fee would otherwise have been due.

D. A report and a fee return are required for each reporting period even though there may be no rents due or payable to the hotel (as defined herein) or operator during the preceding month nor any fees due.

Section 12 Failure to file reports.

If an operator fails to make a report of the information required by Section 11 of this ordinance within the time and manner prescribed, the administrator may examine the books, records, and files of the operator to determine the fee due on the rents, as provided by this chapter.

Section 13 Special determination and collection - Operator delay.

A. The City Administrator may make a special determination of the fee amount and may make that amount due and payable immediately; provided, that:

1. The City Administrator reasonably believes that delay may jeopardize either the collection of any amount of any fee or the determination of that fee amount; and
2. The purpose of the collection is noted on the special determination.

B. The City Administrator shall serve notice of the special determination to the operator in person or, if by first class mail, at the operator's last known address shown in the administrator's records.

C. The operator shall pay the determined amount to the City Administrator immediately upon receiving notice of the special determination.

D. After making the required payment, but within 14 days of receiving notice of the special determination, the operator may appeal the decision by filing a petition for re-determination with the administrator, pursuant to Section 19 of this ordinance.

Section 14 Operator required to keep records.

A. Every operator shall state the fee imposed under this chapter separately on room receipts and shall account for such fees separately in the hotel's records.

B. Every operator liable for the reporting or payment of the fee imposed under this chapter shall keep such records, receipts, and other pertinent documents in such form as the City Administrator may require.

C. Every operator shall keep such records for not less than three years, unless the City Administrator issues written authorization to destroy them sooner.

Section 15 Records exempt from disclosure.

A. Pursuant to ORS 192.502(16) and except as provided by subsection (B) of this section, no city of Amity employee or agent, and no employee or agent of cities participating by ordinance or resolution under this chapter, may disclose the records, reports, and returns required by this chapter to be submitted to or inspected by the city to allow it to determine the amount of any transient fee payable or the amount of such fees paid, to the extent that such information is in a form that would permit identification of the individual concern or enterprise.

B. Nothing in this section shall limit the use that the city may make of such information for regulatory purposes, or the admissibility of such information in any enforcement proceedings.

C. In the event that the payment of fees imposed under this chapter is delinquent by more than 60 days, the City shall disclose, upon a legal request of any person, the following information:

1. The identity of the individual concern or enterprise that is delinquent;
2. The period for which the fees are delinquent; and
3. The actual or estimated amount of the delinquency.

Section 16 Refunds.

A. Whenever an operator has paid the amount of any fee, penalty, or interest more than once, or the City Administrator has erroneously or illegally collected or received it under this chapter, it may be refunded; provided, that the operator first files a petition for re-determination and refund with the administrator, pursuant to Section 19 of this ordinance. In addition to any other requirements imposed by this chapter, the petitioner shall state the

specific reason upon which the claim is founded and file the petition within three years from the date of overpayment. All refunds shall be charged to the transient room fee reserve account.

B. Whenever the fee required by this chapter has been collected by the operator, and deposited by the operator with the City Administrator, and it is later determined that the fee was erroneously or illegally collected or received by the administrator, it may be refunded by the City Administrator to the transient; provided, that the transient, or the City Administrator or other person acting in the transient' s behalf, first files a petition for re-determination and refund with the City Administrator, pursuant to Section 19 of this ordinance. In addition to any other requirements imposed by this chapter, the petitioner shall state the specific reason upon which the claim is founded and file the petition within three years from the date of the overpayment. All refunds shall be charged to the transient room fee reserve account.

Section 17 Delinquency.

Unless an operator obtains an extension pursuant to Section 11 of this ordinance, the operator becomes delinquent with respect to this chapter any time the operator fails:

A. To submit reports completely, accurately, on time or as otherwise required by this chapter; or

B. To remit his or her fee payment fully, on time, or as otherwise required by this chapter.

Section 18 Sanctions.

A. An operator who is delinquent may be subject to one or more of the following sanctions:

1. If an operator is delinquent in submitting reports, the City Administrator may take one or both of the following measures:

    a. Examine the operator's books, records, and files in order to compute the fee due on the rents, as provided for by this chapter.

    b. Assess the fee at no more than twice the amount estimated to be due and add a penalty of ten (10) percent of the amount of the fee assessed. This penalty shall be in addition to all other penalties. The amount of assessment of additional fee and penalty shall depend on the operator's record of past delinquencies.

2. If an operator is delinquent in making fee payments the City Administrator may assess interest payments on the outstanding fee accounts at a rate of **ten (10)** percent per annum from the date due until the date of payment.

B. Once the City Administrator determines that an operator is delinquent and is subject to the sanction or sanctions imposed by subsection (A)(l) or (A)(2) of this section, the City Administrator shall give that operator a written notice of the delinquency.

1. The notice may be served personally or by mail, and if by mail, the notice shall be sent by certified mail and addressed to the operator at the last known address as it appears **in** the records of the City Administrator. In case of service by mail of any notice required by this chapter, the service is complete at the time of postmark by the United States Post Office.
2. Except in the case of fraud, or intent to evade the provisions of this chapter, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires later.
3. The amount stated in the determination shall become due and payable immediately upon

receipt of notice. Such determination shall become final unless the operator files a petition for re-determination pursuant to Section 19 of this ordinance.

C. At any time within three (3) years after any fee or any amount of fee required to be collected becomes due and payable or at any time within three (3) years after any determination becomes final, the City Administrator may bring an action in the courts of this state, or any other state, or of the United States in the name of the city to collect the amount delinquent, together with penalties and interest.

Section 19 Petition for re-determination.

A. Any operator who receives a notice of determination or delinquency may petition the City Administrator, or designated representative, for re-determination. The petitioner may request an oral hearing on the matter by stating this request on the petition.

1. The petition for re-determination allowed under this section must be received by the administrator no more than fourteen (14) days after the City Administrator serves the notice of delinquency or determination. It must be on a form supplied by the administrator or it must state substantially the same information.
2. No petition for re-determination shall be effective for any purpose unless the operator has first paid any and all fees and interest due and payable on the account.
3. In the event of an oral hearing, the administrator shall give petitioner a 10-day written notice of the time and place of the hearing. The administrator may continue the hearing from time to time, as necessary.
4. After reconsidering his or her determination, the administrator shall prepare a decision in writing and shall serve notice of this decision to the petitioner by first class mail. Service shall be complete at the time of postmark by the United States Postal Service.

B. As a result of the re-determination, the administrator may increase or decrease the amount of the delinquency or determination. If an increase is established, it shall be due and payable immediately after the decision is made. If a decrease is established, the administrator shall refund the amount or credit it to the operator or the hotel's assignees or executors.

C. The decision of the administrator upon a petition for re-determination becomes final, unless within fourteen (14) days following the service of such notice the petitioner files an appeal of the re- determination with the city council pursuant to Section 20 of this ordinance.

Section 20 Appeals to city council.

A petitioner affected by the re-determination of the City Administrator, or designated representative, may appeal to the city council by filing a notice of appeal with the administrator within fourteen (14) days of the service of the re- determination. The City Administrator shall transmit the notice of appeal, together with the file of the appealed matter, to the city council which shall fix a time and place for hearing such appeal. The city council shall give the appellant not less than fourteen (14) days' written notice of the time and place of hearing. The city council shall consider the matter de novo and may approve, revise, or remand the administrator's re-determination. The city council's decision shall be by written order and shall be subject to writ of review proceedings pursuant to ORS 34.010.

Section 21 Liens.

A. The tax paid to the operator and owed to the city, and interest, penalty, filing fees, and any advertising costs incurred when the tax becomes delinquent, shall be a lien on all tangible personal property in the operator's hotel from the date of its recording with the County Clerk until the tax is paid. The tax, penalty and interest owed to the city by the operator shall continue to accrue until such time as the lien is satisfied. The lien shall be superior to all subsequently recorded liens on all tangible personal property in the operator's hotel. The lien may be foreclosed and the necessary property may be sold to discharge the lien, as provided by law.

B. Notice of the personal property lien shall be issued by the City Administrator when the operator has defaulted in payment of the tax, interest and penalty. A copy of the notice shall be sent by certified mail to the operator.

C. Personal property subject to the lien may be foreclosed in the same manner as a nonpossessory chattel lien as set forth in ORS Chapter 87.

D. A lien for the tax, interest and penalty shall be immediately released by the City Administrator when the full amount has been paid to the city. The operator or person making the payment shall receive a receipt stating that the full amount of the tax, interest and penalty has been paid, that the lien is released and the record of the lien is satisfied.

E. Lien on Real Property. The tax imposed by this chapter, together with the interest, administrative costs, attorney fees and penalties herein provided and the filing fees paid to the clerk of Yamhill County, Oregon, and advertising costs which may be incurred when same becomes delinquent as determined by the administrator and as set forth in this chapter, shall become a lien on the hotel real property thirty (30) days after notification of payment due. The lien hereby created may be foreclosed in any manner provided by law.

F. Attorney Fees. In the event of litigation to foreclose a lien created by this section, the prevailing party shall be entitled to recover reasonable attorney fees and other costs and disbursements provided by law.

Section 22 Violation - Penalty.

Failure to register pursuant to this chapter is punishable by a fine not to exceed $100.00 per day for each continuing day of violation, in addition to the penalties assessed for nonpayment as set forth herein.

This ordinance will take effect 30 days from the date of its passage.

FIRST READING:
SECOND READING:

SUBMITTED AND APPROVED THIS DAY OF _____, 2020.

Ayes:
Nays:

SIGNED:

_____
Mayor: Michael Cape

ATTEST:

_____
City Recorder: Natasha Johnson

CITY OF AMITY

109 Maddox Avenue
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Amity, OR 97101

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AGENDA ITEM

Subject: Yamhill County Sheriff's Office Contract
Date: June 3, 2020
Origin: Michael D. Thomas, City Administrator
Action Requested: Adopt and Sign Contract

Background: Yamhill County Sheriff's Office provides Law Enforcement in Amity. Their contract expires on June 30, 2020. They presented us a contract for the next two (2) years. However, this contract imposes a significant increase in cost of services upon the City. At Council request, City Staff has explored multiple alternative options for law enforcement, but concludes that signing this contract, for the services offered, is still the best option overall. The City has completed its initial budgeting and can support the cost of this contractual increase.

Exhibits: Yamhill County Sheriff's Contract for 2020-2022

Recommendation: Staff recommends the following:

Move to accept the contract with Yamhill County Sheriff's Office Contract to keep two (2) Deputies on contract to the City of Amity for the period of July 1, 2020 to June 30, 2022.

AGREEMENT FOR POLICE SERVICES
(City of Amity 2020-2022)

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2020 by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon ("the County") and the **CITY OF AMITY**, a municipal corporation of the State of Oregon ("the City").

RECITALS

A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.

B. The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2020 through June 30, 2022.

C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2020. NOW, THEREFORE,

AGREEMENT

In exchange for the mutual promises and obligations as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The County agrees to provide police protection within the corporate limits of the City to the extent and in the manner described in this section. The police services shall encompass duties and enforcement functions of those normally undertaken by Yamhill County Sheriff's Office under the statutes of the State of Oregon. Such services shall include public safety, criminal law enforcement, issuing of citations based on City ordinances, traffic enforcement, preparation of police reports and/or attendance at council meetings, and related services that are within the legal authority of the Sheriff to provide.

SECTION 2. MANAGEMENT BY COUNTY. Subject to applicable bargaining agreements and law, the rendition of such service, standards of performance, discipline of officers, personnel issues, and other matters incident to the performance of such services shall be subject to the control of the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Administrator. In addition, management of deputies by the County will be subject to the following:

a. County to provide monthly schedule. Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City.

b. Scheduling of Deputies. The City shall recommend the schedule to the extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for

deputies assigned to provide police services under this agreement but retains ultimate authority to schedule.

c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The City will communicate desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.

d. **Deputies shall do Paperwork in the City.** The County and deputies assigned to the City will use every reasonable effort to perform report-writing and other office-based functions of law enforcement in the City to maximize the number of hours which the assigned deputies remain within the City.

SECTION 3. COUNTY FURNISHES LABOR AND MATERIALS; CITY FURNISHES OFFICE SPACE. For the purpose of performing these functions, County and City shall provide the following:

a. **County's Requirements.** The County shall furnish and supply all labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.

b. **City's Requirements.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

SECTION 4. PERSONNEL COMMITMENTS.

a. **Full-Time Equivalent (FTE) Assigned to the City.** The County shall provide **TWO (2.0)** patrol deputy full time equivalent positions. All County personnel assigned to provide services under this agreement will be certified by DPSST to perform the services described in Section 1.

b. **Full-Time Equivalent (FTE) Defined**. As used in this section, an FTE means a full-time equivalent position. One (1) FTE constitutes approximately 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law; court time; training time related to maintenance or enhancement of proficiency; and any other function directly related to job performance as an employee of the County.

c. **Extra Personnel to the City; Temporary Absence from the City.** When available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies assigned to the City will not be sent out of the City to surrounding calls, unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy.

d. **City Representatives Authorized to Request Emergency Patrols.** The City Administrator is

authorized to request special or emergency patrols or response by the Sheriff, and the Sheriff will abide by the request if adequate personnel, in the Sheriff's sole determination, is available; provided, however that the City shall reimburse the County at the County's cost for personnel time spent on special or emergency patrols or responses requested and provided under this paragraph.

SECTION 5. PERSONNEL EMPLOYED BY THE COUNTY. All persons employed in the performance of this agreement shall be County employees. The County acts as an independent contractor under this agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services herein for the City. Except as otherwise specified herein, the City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of the employee's employment with the County. The County shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.

SECTION 6. THE CITY'S RECIPROCAL INDEMNIFICATION. The County, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the City, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reason of any act of the City, its officers, agents, and employees.

SECTION 7. THE COUNTY'S RECIPROCAL INDEMNIFICATION. The City, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the County, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees, by reason of any act of the County, its officers, agents, and employees.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

a. **Term**. Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2020 through June 30, 2022.

b. **Termination for Any Reason.** Either party may terminate this agreement on ninety (90) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

SECTION 9. COMPENSATION BY CITY.

a. For the period July 1, 2020 to June 20, 2021, the City will pay to the County, for performance of the duties identified in Section 1, the sum of **$277,824.57**, in monthly installments of **$23,152.05,** due by the 15th day of the month in which services were provided.

b. For the period July 1, 2021 to June 20, 2022, the City will pay to County for performance of the

duties identified in Section 1 the sum of **$299,008.18**, in monthly installments of **$24,917.35**, due by the 15th day of the month in which services were provided.

c. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

SECTION 10. TRANSFER OF ORDINANCE ENFORCEMENT AUTHORITY. Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff's Office. For the limited purpose of compliance with applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

SECTION 11. INCORPORATION. The introductory paragraph and recitals appearing at the beginning of this agreement are hereby incorporated into and made a part of this agreement as if fully set forth herein.

DONE the dates set forth adjacent to the signatures below.

CITY OF AMITY, OREGON	**YAMHILL COUNTY, OREGON**
_____	_____
MICHAEL CAPE, Mayor	TIM SVENSON, Sheriff
Date: _____	Date: _____
ATTEST:	*ATTEST:*
_____	_____
MICHAEL THOMAS, City Administrator	CASEY KULLA, Chair Board of Commissioners
Date: _____	Date: _____

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH, County Counsel

Date: _____

YAMHILL COUNTY SHERIFF'S OFFICE
2020-2021 DEPUTY COSTING

POSITION	RANGE/ STEP	BASE SALARY	MOS.	AMOUNT	CERT /LONG	TOTAL	HEALTH INS	RETIR	FICA	MEDICARE	Disability Ins	ACCID INS	UNEMP INS	W/C ASSES.	Time Loss	TOTAL
Deputy	12/3	5647.03	12	67,764	6,099	73,863	20,197	18,628	4,580	1,071	323	2,652	74	25	74	**121,486**
					9%											
						6,386		1,611	396	93	323	229	6		6	9,050
Deputy	12/3	5647.03	12	67,764	6,099	73,863	20,197	18,628	4,580	1,071	323	2,652	74	25	74	**121,486**
					9%											
						6,386		1,611	396	93	323	229	6		6	9,050
						160,498	40,394	40,478	9,951	2,327	1,292	5,762	160	50	160	**$261,073**
PERSONNEL COSTS (2 Deputies)	242,972.73															
OVERTIME 10hrs/month	18,099.84															
VEHICLE COSTS 50 miles @.57 x 264 days	15,048.00															
Equipment -Radar																
UNIFORMS FTE * $71/mo.)	1,704.00															
TOTAL COST	**$277,824.57**															
Cost per month	**$23,152.05**															

Health & Life Insurance	**20,197.0000**
Retirement	**0.2522**
FICA	0.0620
Medicare	0.0145
Disability Insurance	323.0000
Accident Insurance	**0.0359**
Unemployment Insurance	**0.0010**
Worker's Comp. Assessment	25.0000
Time Loss	0.0010

2019-2020 $250,778.43 9.73%

Exhibit:_____
Created on 2/11/2020

YAMHILL COUNTY SHERIFF'S OFFICE
2021-2022 DEPUTY COSTING

POSITION	RANGE/ STEP	BASE SALARY	MOS.	AMOUNT	CERT /LONG	TOTAL	HEALTH INS	RETIR	FICA	MEDICARE	Disability Ins	ACCID INS	UNEMP INS	W/C ASSES.	Time Loss	TOTAL
Deputy	12/3	6127.03	12	73,524	6,617	80,142	21,467	20,212	4,969	1,162	323	2,877	80	25	80	**131,336**
					9%											
						6,929		1,747	430	100	323	249	7		7	9,792
Deputy	12/3	6127.03	12	73,524	6,617	80,142	21,467	20,212	4,969	1,162	323	2,877	80	25	80	**131,336**
					9%											
						6,929		1,747	430	100	323	249	7		7	9,792
						174,140	42,934	43,918	10,797	2,525	1,292	6,252	174	50	174	**$282,256**
PERSONNEL COSTS	262,672.76															
(2 Deputies)																
OVERTIME 10hrs/month	19,583.41															
VEHICLE COSTS	15,048.00															
50 miles @.57 x 264 days																
Equipment -Radar																
UNIFORMS	1,704.00															
FTE * $71/mo.)																
TOTAL COST	**$299,008.18**															
Cost per month	**$24,917.35**															

Health & Life Insurance	**21,467.0000**
Retirement	**0.2522**
FICA	0.0620
Medicare	0.0145
Disability Insurance	323.0000
Accident Insurance	**0.0359**
Unemployment Insurance	**0.0010**
Worker's Comp. Assessment	25.0000
Time Loss	0.0010

2020 - 2021 $277,824.57 7.08%

Exhibit:_____
Created on 2/11/2020

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject	Planning Commission Vacancy
Date:	June 3, 2020
Origin:	Natasha Johnson, City Recorder/Treasurer
Action Requested:	Appoint Planning Commission Member

Background: There has recently been a resignation on the Planning Commission, and we have advertised the vacancy. We have received one application and have suggested to the applicants that they try to attend the meeting.

Exhibits: Planning Application for: MacKenzie Davis

Recommendation: Move to appoint _____ to the Amity Planning Commission to a term to expire December 31, 2023.

City of Amity
Planning Commission Application

The Amity Planning Commission is looking for a new member.

Please provide the following information and return it to Amity City Hall.

1- You must be a registered voter in Oregon

Name: **MacKenzie Davis** Telephone #: **503-550-1932**

Number of Year(s) Lived in Amity: **N/A** Occupation: **Land Acquisition & Development Manager**

Mailing Address **c/o Del Boca Vista LLC - 500 E. Hancock St. Newberg, OR 97132**

E-Mail Address: **mackenzie@dbvcorp.com**

Please list your previous volunteer positions (If Any):
See attached.

State briefly why you are interested in a position on the Planning Commission:
See attached.

What qualifies you to serve on the Planning Commission?
See attached.

Applications may be mailed to:
City of Amity, P.O. Box 159, Amity, OR 97101
Or may be hand delivered to:
Amity City Hall, 109 Maddox Avenue, Amity, OR 97101

City of Amity
Planning Commission Application (continued)

MacKenzie Davis

Please list your previous volunteer positions (If Any):

Current: Voting Member of HBA (Home Builders Association of Metropolitan Portland) Government Affairs & Political Action Committee. Member of American Planning Association (APA). Member of Oregon Association of Minority Entrepreneurs (OAME).

Prior: President of the Executive Board of Directors, The Social Service League (the oldest non-profit organization in the state of KS). Resided over meetings in accordance with Robert's Rules of Order; oversaw the revision of bylaws; instituted audits; acted as liaison to community, fundraisers, donors, volunteers, guilds and media. Profits from our resale operation doubled under my leadership, which allowed for vastly improved programs to serve the needy.

State briefly why you are interested in a position on the Planning Commission:

I'm interested in seeing the inevitable growth and development of the City of Amity unfold in ways that serve the needs of the community, while preserving as much natural beauty as possible. I am passionate about the planning process as its role is critical to the success of every city. Decisions made today will reverberate decades into the future; thus, it is vital to keep the big picture in mind at all times. The challenge of maintaining both aspects of the process—macro and micro—is something I greatly enjoy. I believe I would bring a balanced voice to the table, and I would like to be part of the decision-making process in Amity.

What qualifies you to serve on the Planning Commission?

I have a Bachelor of Arts in Architectural Studies, a Minor in Business, and a background in land use entitlement, permitting, final platting, and construction administration. In a prior job, I was a Land Use Planning Specialist with experience working in over a dozen local jurisdictions. I am an avid code reader with a comprehensive understanding of the development process. I previously worked for an engineering/survey firm, and a civil contractor. I currently work for a residential development and home building firm, so I have firsthand experience throughout the development process from land acquisition through project build-out.

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject:	Removal of the Metal Eola Amity Hills Signs
Date:	June 3, 2020
Origin:	Michael D. Thomas, City Administrator
Action Requested:	Direct City Administrator and Public Works to Remove the Signs

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Background: The City of Amity was notified in February 2019 that the metal signs posted around Amity were not crashworthy and needed to be pulled. Regardless of the situation that allowed ODOT and the City to install faulty signs, ODOT requires the signs meet compliance. As the City of Amity took ownership of these signs, we also incurred sole liability for them – should a motorist crash into a sign and sustain injuries.

The City worked with the local AVA and Commissioner Rob Kistler to propose a modification to the signs that would make it crashworthy. ODOT rejected our proposal and asked that we start over. This could take multiple months while the City remains liable for any issues.

The City proposed to the AVA and Commissioner Kistler that the City pull the signs and store them while they come up with a new workable solution to make the signs crashworthy. The City will assist the AVA with gaining ODOT's approval on and further modifications. Once approved, the City will work with the AVA to return the signs to their present locations.

Amity Public Works can remove the signs for less than $2,000 in total and will store them in the Public Works compound. Funding would come from the tourism budget. This will alleviate the City's insurance liability if someone hits a sign.

Although I, as City Administrator, could unilaterally direct the removal of the signs, I would prefer Council support for the action. I've sought the tentative approval of at least one (1) possibly (2) Councilors for the removal.

Exhibits: Documentation regarding signs

Recommendation: Move to approve staff to remove the four (4) Eola Amity Hills signs as soon as possible and authorize the use of Tourism Funds to accomplish the task.

Oregon
Kate Brown, Governor

Department of Transportation
District 3 Office
885 Airport Road SE Bldg. P.
Salem, OR 97301
Phone: (503) 986-2900

RECEIVED
FEB 04 2016
BY:

Gary Mathis
Public Works Superintendent
104 E. 3rd Ave
P.O. Box 159
Amity, OR 97101

Sir,

It has been brought to my attention that the City of Amity city entrance signs have been installed without break away posts. This could be a serious issue should a vehicle veer off the road and crash into the sign.

It appears these signs are supported by pile driven I beams sleeved by HSS steel tube. The Southbound sign on 99W is of greatest concern due to volumes. The Northbound sign is behind a guardrail, though not to standard. The OR153 Eastbound sign is on a curve in a known area for crashes. The Westbound sign is beyond a ditch line.

The Region Sign Designer recommends replacement of the support with something crashworthy. We recognize this could be an involved, political and difficult process that could take some amount of time. At a minimum in the interim it is recommend that the city add appropriate object marker signs to the legs of the posts which are within the clear zone and not protected by guardrail.

Tim Swift
ODOT Assistant District 3 Manager

Zimbra **mthomas@ci.amity.or.us**

FW: Update on Breakaway signs - proposed solution

From : BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Thu, Apr 23, 2020 06:05 AM
1 attachment

Subject : FW: Update on Breakaway signs - proposed solution

To : Michael Thomas <mthomas@ci.amity.or.us>

Michael,

Can you take a look at this and forward this information.

Thank you,

Nick

From: STUCKER Matthew <Matthew.STUCKER@odot.state.or.us>
Sent: Wednesday, April 22, 2020 9:36 PM
To: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Subject: RE: Update on Breakaway signs - proposed solution

Nick,

It is my understanding that the District is expecting the City of Amity to appropriately retrofit the subject sign that is within the clear zone of the highway to meet AASHTO's breakaway support criteria as required by Section 12.5.1 - Impact Test Evaluation Criteria of the AASHTO Standard Specifications for Highway Signs, Luminaires, and Traffic Signals. This Standard states that, "*Criteria for testing, documentation, and evaluation of breakaway supports shall be performed in accordance with the guidelines of NCHRP Report 350.*" This language requires that physical crash-testing of the support system must be performed in order for it to be classified as a "*breakaway support*". Please note that the submitted information does not substantiate that the support retrofit satisfies NCHRP Report 350.

Another applicable expectation is that the design of the connection between the sign to the post must ensure that the sign will not break off during the impact from a vehicle. If the sign were to break off during impact from the vehicle, the sign could pierce the vehicle and be of significant harm to the vehicle occupant.

The revised submittal should also be stamped by a Registered Professional Engineer in the State of Oregon.

I recommend that the District reject the proposed fix and ask the City to re-submit their proposal as follows:

- Provide a breakaway support design that satisfies NCHRP 350 testing requirements.
- Provide design calculations that substantiate that the connection between the sign to the post will not break off during impact from a vehicle.
- Submit the proposed design as a document stamped by a Registered Professional Engineer in the State of Oregon.

Please let the City know that the attached ODOT Standard Drawing TM602 reflects an NCHRP Report 350 crash-tested breakaway support system that, when appropriately applied, is one option that could be used to adequately support the subject sign.

Matthew Stucker,P.E.
Senior Structural Design Engineer (RBLE)
ODOT-Bridge Engineering-Regional Bridge Design
(503) 986-2791

From: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Sent: Monday, February 24, 2020 11:11 AM
To: STUCKER Matthew <Matthew.STUCKER@odot.state.or.us>
Subject: RE: Update on Breakaway signs - proposed solution

Matthew,

Will you please look into this proposed solution? I work for District 3 so I would request you look into it.

Thanks,

Nick Bielenberg
Misc./Utility Permit Specialist
Engineering Specialist 2
Oregon Department of Transportation
885 Airport RD. SE Bldg P
Salem, OR 97301
Office: (503)986-2876
Fax: (503)986-2881
Cell: (503)302-4212

From: STUCKER Matthew <Matthew.STUCKER@odot.state.or.us>
Sent: Sunday, February 23, 2020 3:55 PM
To: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Cc: RYAN Weldon J <Weldon.J.RYAN@odot.state.or.us>; MULLIS Cole F <Cole.F.MULLIS@odot.state.or.us>; UPTON Dorothy J <Dorothy.J.UPTON@odot.state.or.us>
Subject: RE: Update on Breakaway signs - proposed solution

Nick et al,

I have not picked up the analysis/review of this sign structure task with the assumption/understanding that I had not received a request from District (i.e., Dorothy said, "*should be* sent to…."). Could you confirm the status of this potential task? Is it still pending?

Always happy to support District but, having not heard anything more, was concerned that there may be an assumption out there that we are/were working on this. Thank you for clarifying.

Matthew Stucker,P.E.
Senior Structural Design Engineer (RBLE)
ODOT-Bridge Engineering-Regional Bridge Design
(503) 986-2791

From: UPTON Dorothy J <Dorothy.J.UPTON@odot.state.or.us>
Sent: Wednesday, February 12, 2020 10:17 AM
To: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>; STUCKER Matthew

<Matthew.STUCKER@odot.state.or.us>
Cc: RYAN Weldon J <Weldon.J.RYAN@odot.state.or.us>; MULLIS Cole F <Cole.F.MULLIS@odot.state.or.us>
Subject: FW: Update on Breakaway signs - proposed solution

Nick,

This type of analysis is something that has to be done by bridge folks, since it is verifying whether the support is actually breakaway. This should be sent to Matthew Stucker, Senior Structural Designer, so it can be analyzed. If it comes back as acceptable then Cole needs to decide whether the placement is acceptable within the ODOT right-of-way since if typically don't have these within the operational right of way. Because these are existing, district needs to determine whether they can remain.

Dorothy

From: RYAN Weldon J <Weldon.J.RYAN@odot.state.or.us>
Sent: Tuesday, February 11, 2020 11:38 AM
To: UPTON Dorothy J <Dorothy.J.UPTON@odot.state.or.us>
Cc: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Subject: FW: Update on Breakaway signs - proposed solution

This will need Dorothy's approval

From: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Sent: Tuesday, February 11, 2020 11:32 AM
To: RYAN Weldon J <Weldon.J.RYAN@odot.state.or.us>
Subject: FW: Update on Breakaway signs - proposed solution

Weldon,

Who do I need to send this to for confirmation it will work?

NIck

From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Tuesday, February 11, 2020 11:29 AM
To: BIELENBERG Nick E <Nick.E.BIELENBERG@odot.state.or.us>
Cc: ODOT Reg 2 Planning Manager <ODOTR2PLANMGR@odot.state.or.us>; SWIFT Timothy E <Timothy.E.SWIFT@odot.state.or.us>; Gary Mathis <gmathis@ci.amity.or.us>; rkissed <rkissed@gmail.com>; gabrielek <gabrielek@amecousa.com>; ryan lehman <rlehman@ci.amity.or.us>
Subject: Update on Breakaway signs - proposed solution

Good morning, Nick

We have developed a proposed fix for the 4 signs surrounding Amity. We'd like to get the process started to get this fix approved by ODOT. What we're looking for from you, please, are two things:

1) A written confirmation that the proposal is an acceptable fix. This way we can start searching for bidders to complete the retrofit work.

2) Initiate and complete the process of approving this proposal through ODOT, so the City of Amity returns to compliance when the work is completed.

I apologize for the delay, but we took our time to make this proposal sufficient to meet ODOT requirements. If our proposal is not workable as is, then I would also request a way ahead on what would be approved by ODOT. Thank you, sir.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

TM602.pdf
533 KB

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Status of the Declaration of a State of Emergency
Date: June 3, 2020
Origin: Michael D. Thomas, City Administrator
Action Requested: Extend Resolution 2020-02 Declaration of a State of Emergency

---

Background:

The City of Amity:

1. Expects to enter Phase II of reopening on June 6th or 7th.
    a. This depends on whether the County sees a spike in cases
    b. A spike may re-engage shutdown orders and stay at home orders
2. Has not received any funding from the Federal or State Government in response to COVID-19
    a. Has not received any FEMA money
3. Intends to resume water shutoffs in the first billing cycle after the City terminates the State of Emergency or enters Phase II, whichever comes first.
    a. Losing water revenue due to non-payment; we may lose ~ $10,000 in total
4. Advocates for the $3 Trillion, 4th US Stimulus Bill; but this is unlikely to pass Congress; this bill will include money to municipalities
5. Is aware that Willamina, Sheridan, and Dayton intend to extend their Declarations into late June or early July
6. Has not taken additional legislative style action in response to the Declaration
    a. Although we may need to do so, if there is a spike in cases and we're required to shut the City down, again. The declaration may give us more authority.
    b. Overall, Staff has been very cautious about exercising any authority given in the declaration.
7. Knows that the local mood to keep COVID-19 responses in place is still strong, but waning

---

Exhibits: Resolution 2020-02

Staff recommends the following: Staff is neutral on this issue. Council may choose:

Move to extend the Emergency Declaration through July 1, 2020

--OR--

Move to end the Emergency Declaration as of today , June 3, 2020, and terminate the additional authorities granted therein.

CITY OF AMITY
ADMINISTRATIVE ORDER NO. 2020-01
STATE OF EMERGENCY DECLARATION
April 8, 2020

WHEREAS, the City of Amity ("City"), an Oregon municipal corporation, under the provisions of ORS 401.305, all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City has the authority to act as an Emergency Management Agency; and

WHEREAS, the coronavirus (COVID-19) is a virus that can cause respiratory disease with the potential to cause serious illness and/or loss of life for individuals, especially individuals with underlying health conditions; and

WHEREAS, on March 8, 2020, Governor Kate Brown declared a state of emergency due to the COVID-19 outbreak in Oregon (Executive Order No. 20-03), finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

WHEREAS, on March 11, 2020, COVID-19 was declared a pandemic by the World Health Organization; and

WHEREAS, the City has the authority to declare an emergency as defined to include, without limitation, a natural event, including disease, that threatens the health, safety, and/or welfare of City and its citizens and/or causes (or may cause) damage, injury, and/or death to persons and/or property in City; and

WHEREAS, the City may adopt procedures and policies to prevent, prepare for, minimize, respond to, and/or recover from an emergency, including, without limitation, adopting such measures and/or actions necessary for the protection of the health, safety, and/or welfare of persons, property, infrastructure, and/or the environment; and

WHEREAS, the City Administrator has already taken action in the City's, City Staff's, and community's best interest, but has done so only in reaction to the demands of the pandemic within the limits of his/her authority; and

WHEREAS, the Mayor and the City Administrator agree that the response necessary to sustain the City and the City's residents through the pandemic, may require further action, policies, and procedures; and

WHEREAS, the unknown nature of the duration of the pandemic may have a significant impact on the City of Amity, its residents, and the community at large; and

WHEREAS, the unknown nature of the pandemic requires a flexible response; and

WHEREAS, State or Federal assistance to municipalities responding to the pandemic may be determined upon the declaration of an emergency being "in-place"; and

RESOLUTION NO. 2020-02

A RESOLUTION OF CITY OF AMITY DECLARING A STATE OF EMERGENCY IN RESPONSE TO THE COVID-19 PANDEMIC; AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ACTIONS NECESSARY AND APPROPRIATE TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE CITY AND CITY'S CITIZENS.

WHEREAS, the City of Amity ("City"), an Oregon municipal corporation, under the provisions of ORS 401.305, all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City has the authority to act as an Emergency Management Agency; and

WHEREAS, the coronavirus (COVID-19) is a virus that can cause respiratory disease with the potential to cause serious illness and/or loss of life for individuals, especially individuals with underlying health conditions; and

WHEREAS, on March 8, 2020, Governor Kate Brown declared a state of emergency due to the COVID-19 outbreak in Oregon (Executive Order No. 20-03), finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

WHEREAS, on March 11, 2020, COVID-19 was declared a pandemic by the World Health Organization; and

WHEREAS, the City has the authority to declare an emergency as defined to include, without limitation, a natural event, including disease, that threatens the health, safety, and/or welfare of City and its citizens and/or causes (or may cause) damage, injury, and/or death to persons and/or property in City; and

WHEREAS, the City may adopt procedures and policies to prevent, prepare for, minimize, respond to, and/or recover from an emergency, including, without limitation, adopting such measures and/or actions necessary for the protection of the health, safety, and/or welfare of persons, property, infrastructure, and/or the environment; and

WHEREAS, the City Administrator has already taken action in the City's, City Staff's, and community's best interest, but has done so only in reaction to the demands of the pandemic within the limits of his/her authority; and

WHEREAS, the Mayor and the City Administrator agree that the response necessary to sustain the City and the City's residents through the pandemic, may require further action, policies, and procedures; and

WHEREAS, the unknown nature of the duration of the pandemic may have a significant impact on the City of Amity, its residents, and the community at large; and

WHEREAS, the unknown nature of the pandemic requires a flexible response; and

WHEREAS, State or Federal assistance to municipalities responding to the pandemic may be determined upon the declaration of an emergency being "in-place"; and

WHEREAS, the Amity City Council (the "Council") will ratify, by resolution, the proposed declaration at the first available opportunity; and

WHEREAS, the Council finds that COVID-19 is a public health crisis that threatens the health, safety, and welfare of City and City's citizens and constitutes an imminent threat of severe damage, injury, illness, human suffering, financial loss, and/or loss of life; and

WHEREAS, the Council finds that COVID-19 necessitates a state of emergency declaration.

NOW, THEREFORE, BE IT RESOLVED that City of Amity resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2020-02 (this "Resolution") are hereby adopted. Without otherwise limiting the generality of the immediately preceding sentence, the Council finds that COVID-19 threatens the health, safety, and/or welfare of City and its citizens and/or causes or may cause damage, injury, and/or death to persons and/or property in City.

2. Emergency Declaration; Notice. In accordance with Authority invested in the City, Council hereby approves, ratifies, and confirms this Emergency Declaration in response to the COVID-19 health crisis, including all actions described herein and all actions taken in furtherance therefor, and further declares a state of emergency commencing April 8, 2020 and ending June 3, 2020; provided, however, if the City Administrator determines that emergency conditions exist as of June 3, 2020, the City Administrator may, with approval of the Mayor, extend the emergency declaration by administrative order for another two (2) weeks at a time. However, the City Administrator may, using Federal and State guidance, recommend to the Mayor and/or Council that a curtailment of this declaration is warranted, and seek approval to do so, prior to June 3, 2020. The emergency declared in this Resolution applies to all areas within City's incorporated limits. City will give notice of the emergency declaration through press releases, public media, and such other means the Council deems reasonable under the circumstances.

3. Temporary Regulations. For purposes of preventing, preparing for, minimizing, responding to, and/or recovering from the emergency, City may, to the fullest extent permitted under applicable law, adopt such procedures, measures, and/or actions necessary for protection of the health, safety, and/or welfare of persons, property, infrastructure, and/or the environment. Without otherwise limiting the generality of the immediately preceding sentence, City is hereby authorized to take such actions necessary to prepare for, prevent, mitigate, and/or respond to the emergency, including, without limitation, the following: (a) transferring and/or redirecting any City funds necessary or appropriate for uses and/or purposes related to the emergency; (b) suspending City's public contracting and/or procurement rules, procedures, and/or requirements for any contract or purchase necessary and/or appropriate to respond to the emergency, including, without limitation, contracts for goods, services, and/or construction services; (c) cancelling non-essential City meetings and/or events, including, without limitation, committee, commission, task force, and other City meetings, and/or modifying the manner and/or method in which essential City meetings are held and conducted; (d) suspending code enforcement actions; (e) approving the continuation of actions currently taken by the City Administrator in response to the COVID-19 pandemic, to include suspension of utility shut-offs and/or utility service terminations; closing and/or limiting access to City property and City buildings, including City Hall, the library, and park facilities; adopting, modifying, and/or suspending City personnel policies, including, without limitation, adjusting work schedules, adopting remote work policies, and/or

modifying leave policies; (f) applying, obtaining or securing, and distributing funding from any appropriate entity (to include, private, County, State, and Federal entities) necessary to provide financial assistance for City functions/projects, residents, and businesses, within the legal jurisdiction of the City of Amity, at the City Administrator's discretion; (g) any actions authorized under ORS chapter 401; and/or (h) adopting and implementing such actions, precautions, policies, Executive Orders, measures, and/or procedures recommended by federal, state, and/or local governments and/or agencies, including, without limitation, the Centers for Disease Control and Prevention, Oregon Health Authority, and/or Yamhill County Health Authority.

4. Authorization. The Council authorizes, approves, and directs the City Administrator acting individually and without further Council approval and/or authorization, to take all actions necessary or appropriate to prevent, prepare for, minimize, respond to, and/or recover from the emergency, including, without limitation, adopting, implementing, administering, and/or effectuating any policy, procedure, measure, and/or action described in Sections 2, 3, and 4 of this Resolution. The approval and authority provided under this Section 4 will remain in full force and effect until the earlier of (a) conclusion of the state of emergency declaration provided under Section 2 of this Resolution, or (b) revocation by a Council vote. The City Administrator is further authorized to coordinate with other federal, state, and/or local agencies concerning City's response to, and recovery from, the emergency, including, without limitation, requesting assistance and reimbursement from the State of Oregon and/or appropriate federal agencies.

5. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council of City of Amity and signed by the Mayor this 8th day of April 2020.

Michael Cape, Mayor

ATTEST:

Amber Lopez, City Clerk (IN LIEU OF: Natasha Johnson, City Recorder)

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject:	Lot Line Adjustment w/ Property Owned By Penny Henchman
Date:	June 3, 2020
Origin:	Michael D. Thomas, City Administrator
Action Requested:	Approval to conduct a lot line adjustment with the property owner

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Background: In early February 2020, Ms. Penny Henchman contacted the City of Amity to propose a Lot Line Adjustment with the City for land that connected to the Southern portion of her property at 10901 SW Bellevue Hwy (OR Hwy 153). City Staff (the City Administrator and Public Works Superintendent) met with Ms. Henchman on the property to see for ourselves what her proposal was.

City Staff has been working for the last four months to determine the feasibility of the proposal and to ensure that the City did its due diligence before agreeing to the lot line adjustment. After consultations with our City Attorney, Public Works, and Ms. Henchman, it is my conclusion that the City could in "good faith" make the adjustment.

I have provided my justification and the recommendation, along with supporting documentation in the Exhibit package.

Exhibits: Exhibit A - Documentation regarding proposed Lot Line Adjustment

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Recommendation: Move to approve the Lot Line Adjustment on the properties identified and authorize the City Administrator to conduct the legal proceedings necessary to complete the transaction with Ms. Hinchman.

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

To: The Mayor and Members of the City Council
Origin: Michael Thomas, City Administrator
Date: June 3, 2020
Subject: Memorandum on a proposed Lot Line Adjustment

In February of 2020, Penny Hinchman approached the City of Amity (hereafter referred to as "the City") requesting a Lot Line Adjustment for property located NE ¼ section 30 T. 5 S., R. 4 W., WM., Yamhill County, OR; Tax Lots: 5430-300 &400 (see attachment) . She intends to build a house on the northeast corner of the lot and desires to acquire the land immediately south of her proposed house site, which the City currently owns.

The City, I and Public Works Superintendent, Gary Mathis, "walked the dirt" with Ms. Hinchman for an initial discussion, in which I stated that the City would seriously consider the option. Working with our City Attorney, Bill Monahan, we've made numerous requests of Ms. Hinchman to facilitate the negotiations; the City being under no obligation or requirement to relinquish the land. Ms. Hinchman, acting in good faith, searched for surveyors and assessors to complete the necessary appraisal of each property. She completed a survey (attachment), but has not been able to obtain an appraisal (attached email).

Initially, Ms. Hinchman offered to pay for tree removal on the City's property located at the site (attached photos). This will cost ~$1,500. This is in addition to all costs she has incurred to this point. However, there is the expectation that once we cede the requested property to Ms. Hinchman in this line adjustment, Ms. Hinchman's property value will increase. By how much is not currently determined; any value increase may not be realized until some point in the future when Ms. Hinchman decides to sell the adjusted property.

The City will cede 6,269.3 square feet (sq. ft.) and regain only 983.9 sq. ft. – a loss of 5,285.4 sq. ft. However, we will gain street frontage, which will better support any City activities at the City's structure currently located there. The 6,269.3 sq. ft. of property, according to Gary Mathis, is not viable land for the City at this time.

Working with Gary and Bill, I have determined the following about Ms. Hinchman's request.

1. The 6,269.3 sq. ft. is of little value to the City. The land, likely intended for a water transmission line, is bypassed by the current and future water transmission line. The property was acquired in 1970 by the City and was valued at approximately $520-600.
2. Future construction of a water transmission line along our existing property is blocked by the properties to the immediate East and South of our property.
3. The cost of full tree removal will likely be $1,500 or more and will be carried by Ms. Hinchman. This is at no cost to the City.
4. Ms. Hinchman tore down the previous structure on her property, which included the cleanup of asbestos, which she provided documentation.

5. Ms. Hinchman would be responsible for all costs associated with the transaction; including permitting, administration, legal, Yamhill County fees/costs, etc., except for the cost to the City for the service of our City Attorney.
6. The City will lose actual square footage, but the land – as is – is of little value to the City for future expansion or construction. Overall, the land is of little value to the City in its current state.
7. The City could sell the property to Ms. Hinchman, with the loss of the full 6,269.3 sq. ft. and no gain. However, to obtain a reasonable selling price the City, at its own expense, would need to appraise the land. Again, the land was appraised between $520 in 1970. At an average 3% rise in inflation that land would be worth approximately $3,500 in today's money at the same equivalent value. It is unlikely that the land has gained value beyond inflation.
8. Ms. Hinchman will inevitably gain in property value with the transaction. The transaction will improve the alignment of Ms. Hinchman's lot, and allow for a better site alignment of any construction. However, such gains will likely only be realized in a future sale of the property.
9. Ms. Hinchman has been in communication with the City and transparent about the transaction with the City (see attached emails); she has acted in good faith.
10. We cannot conclude whether this property was acquired with water or general funds. It is assumed to be general funds.
11. The City is under no obligation to complete the transaction. To do nothing would maintain the status quo.

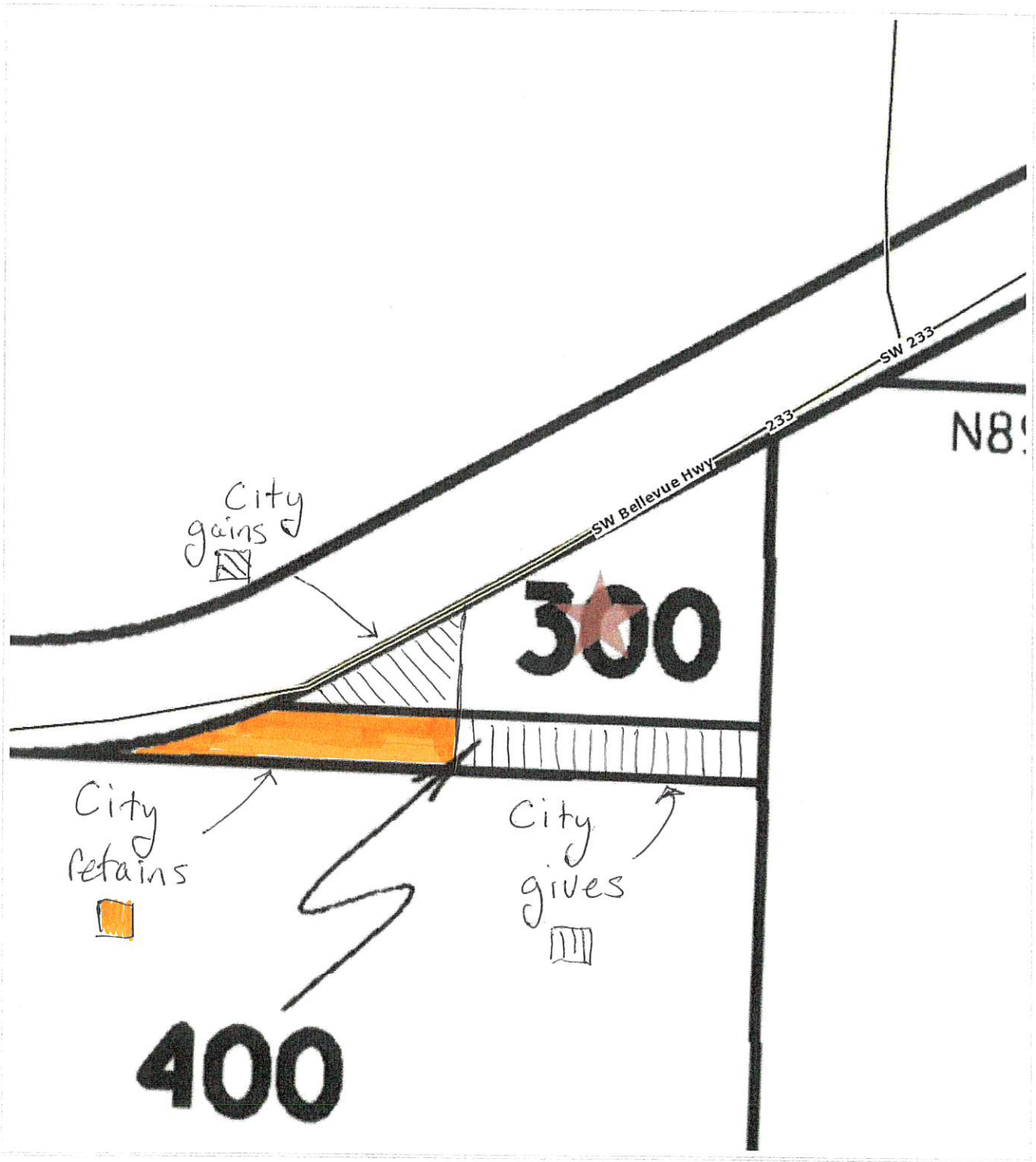
Therefore, it is my conclusion with the concurrence of Gary Mathis, that the City has accomplished its due diligence in this matter and should in good faith make the transaction with Ms. Hinchman, despite the loss in total square footage, and her inevitable gain in future property value. I request that the City Council vote to authorize this legal lot line adjustment.

Sincerely,

Michael D. Thomas
City Administrator

Attachments:
1) Proposed Property Line Adjustment Survey
2) Photos
3) Emails
4) Asbestos Cleanup
5) Deed

Attachment 1) Property Maps



First American Title™

Parcel ID: R543000300

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

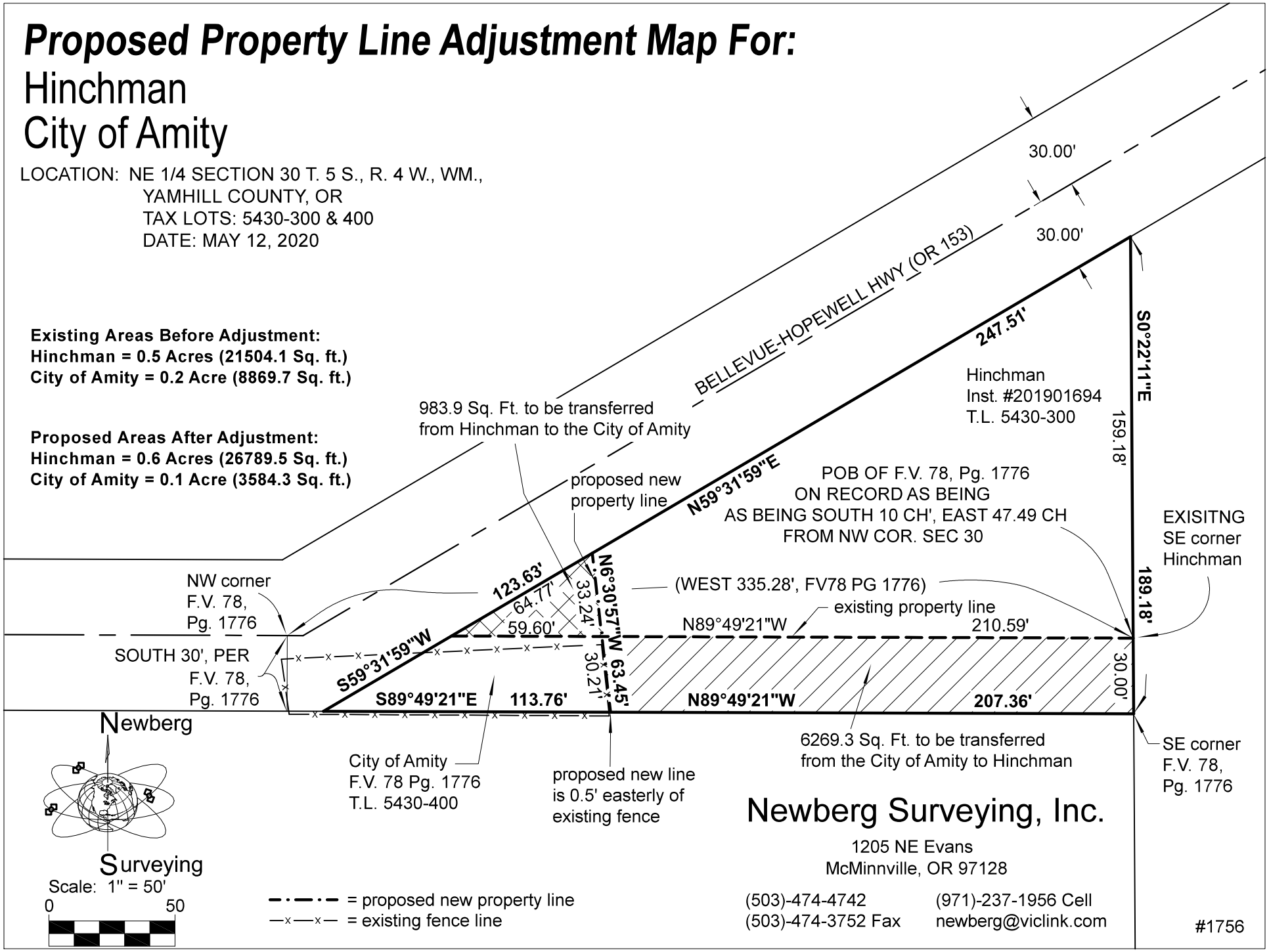
Proposed Property Line Adjustment Map For:

Hinchman
City of Amity

LOCATION: NE 1/4 SECTION 30 T. 5 S., R. 4 W., WM.,
YAMHILL COUNTY, OR
TAX LOTS: 5430-300 & 400
DATE: MAY 12, 2020

Existing Areas Before Adjustment:
Hinchman = 0.5 Acres (21504.1 Sq. ft.)
City of Amity = 0.2 Acre (8869.7 Sq. ft.)

Proposed Areas After Adjustment:
Hinchman = 0.6 Acres (26789.5 Sq. ft.)
City of Amity = 0.1 Acre (3584.3 Sq. ft.)



Newberg Surveying, Inc.

1205 NE Evans
McMinnville, OR 97128

(503)-474-4742 (971)-237-1956 Cell
(503)-474-3752 Fax newberg@viclink.com

#1756

Newberg Surveying, Inc
1205 NE Evans
McMinnville, OR 97128
(503)-474-4742• (503)-474-3752 FAX

February 27, 2020

Legal description for tract conveyed from Hinchman to the City of Amity

A tract of land located in the NE 1/4 of Section 30, Township 5 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, said tract being a portion of that tract of land conveyed to Hinchman in Instrument #201901694, Yamhill County Deed Records, and being more particularly described as follows:

Beginning at a point on the south line of said Hinchman tract that bears North 89° 49’ 21” West 210.59 feet from the southeast corner thereof; thence North 89° 49’ 21” West 59.60 feet along said south line to the intersection with the south margin of State Highway No. 153; thence North 59° 31’ 59” East 64.77 feet along said south margin to a point which bears North 06° 30’ 57” West 33.24 feet from the place of beginning; thence South 06° 30’ 57” East 33.24 feet to the place of beginning, containing 983.9 square feet, more or less.

Newberg Surveying, Inc
1205 NE Evans
McMinnville, OR 97128
(503)-474-4742• (503)-474-3752 FAX

February 27, 2020

Legal description for tract conveyed from the City of Amity to Hinchman

A tract of land located in the NE 1/4 of Section 30, Township 5 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, said tract being a portion of that tract of land conveyed to the City of Amity in Film Volume 78, Page 1776, Yamhill County Deed Records, and being more particularly described as follows:

Beginning at the southeast corner of said City of Amity tract; thence North 00° 22’ 11” West 30.00 feet to the northeast corner of said City of Amity tract; thence North 89° 49’ 21” West 210.59 feet; thence South 06° 30’ 57” East 30.21 feet to a point on the south boundary of said City of Amity tract; thence South 89° 49’ 21” East 207.36 feet to the place of beginning, containing 6269.3 square feet, more or less.

Newberg Surveying, Inc
1205 NE Evans
McMinnville, OR 97128
(503)-474-4742• (503)-474-3752 FAX

February 27, 2020

New legal description for the City of Amity

A tract of land located in the NE 1/4 of Section 30, Township 5 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, being more particularly described as follows:

Beginning at a point on the south line of that tract of land conveyed to the City of Amity in Film Volume 78, Page 1776, Yamhill County Deed Records, that bears North 89° 49’ 21” West 207.36 feet from the southeast corner thereof; thence North 06° 30’ 57” West 63.45 feet to the southerly margin of State Highway No. 153; thence South 59° 31’ 59” West 123.63 feet along said southerly margin to the intersection with the south boundary of said City of Amity tract; thence South 89° 49’ 21” East 113.76 feet to the place of beginning, containing 0.1 Acres, more or less.

Attachment 2) Photos

Bellevue Hopewell H
153
SW Bellevue Hwy
SW Bellevue Hwy
10901 Southwest
Bellevue Highway
2 min drive - home
SW Bellevue Hwy
ewell Hwy

Attachment 3) Emails & Attachments

Zimbra **mthomas@ci.amity.or.us**

Lot at 10109 SW Bellevue Hwy

From : Penny Hinchman <phinchman@bhhsnw.com> Fri, Mar 27, 2020 10:07 AM
Subject : Lot at 10109 SW Bellevue Hwy 2 attachments
To : Michael Thomas <mthomas@ci.amity.or.us>
Cc : ashley a hinchman <ashley.a.hinchman@gmail.com>

Good Morning Michael! Hope all is well with you. I have not had good luck in getting an appraisal. I have attached a letter from Cook Appraisals. Each Appraiser had about the same thing to say. They would not accept the job due to lack of comps. I have tried 5 different appraisers. I hope the letter will be sufficient. I have also attached the bid for the tree removals. We still would like to proceed with the lot line adjustments. We would be ok with taking on the tree removal in exchange for the lot line adjustment. We will also pay for the survey and the application. Please let me know what you would like us to do next.
Penny

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141
Find a Penny, pick it up, all the day you will have good luck!

Berkshire Hathaway HomeServices Northwest Real Estate and Berkshire Hathaway HomeServices Real Estate Professionals will never request you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. **If you receive an email message requesting you wire funds, do not respond and immediately notify fraud@bhhsnw.com or call 503-783-6835.**

Please give me a call if you are interested in Buying or Selling real estate!
What's Your Home Worth?
Get three automated Estimates - Instantly.
No cost, and no obligation.

Scan_0230.pdf
395 KB

Re: PLA with the City of Amity

From : Penny Hinchman <phinchman@bhhsnw.com> Wed, Mar 18, 2020 05:16 PM
Subject : Re: PLA with the City of Amity 1 attachment
To : Michael Thomas <mthomas@ci.amity.or.us>

Still working on getting an appraisal, so far each appraiser has declined to do the appraisal as they don't think they can find comps and with neither lot buildable they aren't willing to do it, I put a new e mail out today for Sandy Harding another Appraiser and I will see what she says, we are still interested and will continue to work through the process. I know things are crazy!

Sent from my iPhone

On Mar 18, 2020, at 3:22 PM, Michael Thomas <mthomas@ci.amity.or.us> wrote:

> HI Penny,
>
> Things have been pretty chaotic these last few weeks. I just wanted to check in with you and see where we are with this request?
>
> Sincerely,
> Mike
>
> Michael D. Thomas
> City Administrator
> City of Amity, OR
>
> ---
>
> **From:** "Penny Hinchman" <phinchman@bhhsnw.com>
> **To:** "ashley a hinchman" <ashley.a.hinchman@gmail.com>
> **Cc:** "mthomas" <mthomas@ci.amity.or.us>
> **Sent:** Friday, February 28, 2020 10:27:26 AM
> **Subject:** FW: PLA with the City of Amity
>
> This is the information I got from the Surveyor. I am currently working on getting an appraisal and a bid for the tree removal. I will get in contact with Michael after I have that information and we can look at the next steps. Penny
>
> Penny Hinchman
> Broker
> **Berkshire Hathaway Homeservices NW Real Estate**
> **<image001.jpg>**
> 224 N. Baker St.
> McMinnville, OR 97128

971-241-3141

Find a Penny, pick it up, all the day you will have good luck!

Berkshire Hathaway HomeServices Northwest Real Estate and Berkshire Hathaway HomeServices Real Estate Professionals will never request you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. **If you receive an email message requesting you wire funds, do not respond and immediately notify fraud@bhhsnw.com or call 503-783-6835.**

Please give me a call if you are interested in Buying or Selling real estate!
What's Your Home Worth?
Get three automated Estimates - Instantly.
No cost, and no obligation.

From: Craig Newton <cinewton007@gmail.com>
Sent: Friday, February 28, 2020 9:48 AM
To: Penny Hinchman <phinchman@bhhsnw.com>
Subject: PLA with the City of Amity

Penny,

Attached is a site map and four legal descriptions for the proposed property line adjustment with the City of Amity. The City would be conveying 6269.3 square feet to you and you would be conveying 983.9 square feet to the City.

If you have any questions don't hesitate to contact John or me.

Thanks,
Craig Newton
Newberg Surveying
503-474-4742

Re: PLA with the City of Amity

From : Michael Thomas <mthomas@ci.amity.or.us> Wed, Mar 18, 2020 03:22 PM
Subject : Re: PLA with the City of Amity 1 attachment
To : Penny Hinchman <phinchman@bhhsnw.com>
Cc : ashley a hinchman <ashley.a.hinchman@gmail.com>

HI Penny,

Please give me a call if you are interested in Buying or Selling real estate!
What's Your Home Worth?
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From: Craig Newton <cinewton007@gmail.com>
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Thanks,
Craig Newton
Newberg Surveying
503-474-4742

1756Hinchman-legals.pdf
20 KB

Hinchman-Map.pdf
165 KB

RE: Land Swap or Lot Line Adjustment City to private entity

From : Penny Hinchman <phinchman@bhhsnw.com> Wed, Feb 12, 2020 02:45 PM
Subject : RE: Land Swap or Lot Line Adjustment City to private entity 1 attachment
To : Michael Thomas <mthomas@ci.amity.or.us>
Cc : ashley a hinchman <ashley.a.hinchman@gmail.com>

That sounds reasonable and I can see the logic of getting an appraisal.

So, first I went to the county planning office and talked with Lance Woods who is one of the planners. He told me that the process is the same for who ever owns the land. He gave me an application for a lot line adjustment and went over pricing with me. Which is something we would pay for. He said it is very do able and they would be legal lots of record after it was completed.

I have also sent your drawing to John Newberg and have a call in to him to talk about a legal description and a survey.
I would propose we get a possible legal description and figure out the to areas of land first. Then we could get an appraisal for the two portions that are possible trades. I would also get bids for the tree removal as it may be in the Cities best interest to do the trade instead of paying for the tree removals. Once we decide that the cost is effective and the City says they are in agreement then we would make formal application to the County for the lot line adjustments. Does this sound reasonable to you? Penny

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141
Find a Penny, pick it up, all the day you will have good luck!

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Please give me a call if you are interested in Buying or Selling real estate!
What's Your Home Worth?
Get three automated Estimates - Instantly.
No cost, and no obligation.

From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Thursday, February 6, 2020 4:53 PM
To: Penny Hinchman <phinchman@bhhsnw.com>; ashley a hinchman <ashley.a.hinchman@gmail.com>
Cc: Gary Mathis <gmathis@ci.amity.or.us>; Bill Monahan <BMonahan@mwvcog.org>
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Hi Penny,

Bill is our City Attorney, please see his comments below. It will be beneficial at some point for us to discuss the appraisal of ground we intend to trade. Having the appraisal will help convince my Councilors to approve this trade of property. It will prove the City is being a good fiscal steward of the public's money, if the value is comparable.

Thanks,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Bill Monahan" <BMonahan@mwvcog.org>
To: "mthomas" <mthomas@ci.amity.or.us>, "Penny Hinchman" <phinchman@bhhsnw.com>
Cc: "ashley a hinchman" <ashley.a.hinchman@gmail.com>, "Gary Mathis" <gmathis@ci.amity.or.us>
Sent: Thursday, February 6, 2020 3:33:02 PM
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Thanks, Mike. I did not see any mention that they are willing to do more than cover costs. To be safe, someone who is independent of this potential transaction should determine what the value is of the land the city would trade and receive. If that is not done, it invites pubic input that the city gave away something of value and did not receive proper compensation, particularly when the other property owner may use the traded land to enhance the development potential and value of their land. So, an appraisal or some independent assessment (paid for by the motivated party - them) should be in order and routine. No good deed goes unpunished in a land transaction where a good record of value is not created.

Bill

CONFIDENTIALITY NOTICE: This message is intended solely for the use of the individual and entity to whom it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable state and federal laws. If you are not the addressee, or are not authorized to receive information for the intended addressee, you are hereby notified that you may not use, copy, distribute, or disclose to anyone this message or the information contained herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you

---

Re: Land Swap or Lot Line Adjustment City to private entity

From : Michael Thomas <mthomas@ci.amity.or.us> Thu, Feb 06, 2020 04:52 PM
Subject : Re: Land Swap or Lot Line Adjustment City to private entity
To : Penny Hinchman <phinchman@bhhsnw.com>, ashley a hinchman <ashley.a.hinchman@gmail.com>
Cc : Gary Mathis <gmathis@ci.amity.or.us>, Bill Monahan <BMonahan@mwvcog.org>

Hi Penny,

Bill is our City Attorney, please see his comments below. It will be beneficial at some point for us to discuss the appraisal of ground we intend to trade. Having the appraisal will help

convince my Councilors to approve this trade of property. It will prove the City is being a good fiscal steward of the public's money, if the value is comparable.

Thanks,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Bill Monahan" <BMonahan@mwvcog.org>
To: "mthomas" <mthomas@ci.amity.or.us>, "Penny Hinchman" <phinchman@bhhsnw.com>
Cc: "ashley a hinchman" <ashley.a.hinchman@gmail.com>, "Gary Mathis" <gmathis@ci.amity.or.us>
Sent: Thursday, February 6, 2020 3:33:02 PM
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Thanks, Mike. I did not see any mention that they are willing to do more than cover costs. To be safe, someone who is independent of this potential transaction should determine what the value is of the land the city would trade and receive. If that is not done, it invites pubic input that the city gave away something of value and did not receive proper compensation, particularly when the other property owner may use the traded land to enhance the development potential and value of their land. So, an appraisal or some independent assessment (paid for by the motivated party - them) should be in order and routine. No good deed goes unpunished in a land transaction where a good record of value is not created.

Bill

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Re: Land Swap or Lot Line Adjustment City to private entity

From : Monahan, Bill <BMonahan@mwvcog.org> Thu, Feb 06, 2020 03:33 PM
Subject : Re: Land Swap or Lot Line Adjustment City to private entity 1 attachment
To : Michael Thomas <mthomas@ci.amity.or.us>, Penny Hinchman <phinchman@bhhsnw.com>
Cc : ashley a hinchman <ashley.a.hinchman@gmail.com>, Gary Mathis <gmathis@ci.amity.or.us>

Thanks, Mike. I did not see any mention that they are willing to do more than cover costs. To be safe, someone who is independent of this potential transaction should determine what the value is of the land the city would trade and receive. If that is not done, it invites pubic input that the city gave away something of value and did not receive proper compensation, particularly when the other property owner may use the traded land to enhance the development potential and value of their land. So, an appraisal or some independent assessment (paid for by the motivated party - them) should be in order and routine. No good deed goes unpunished in a land transaction where a good record of value is not created.

Bill

From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Thursday, February 6, 2020 1:23 PM
To: Penny Hinchman
Cc: ashley a hinchman; Gary Mathis; Monahan, Bill
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Thank you, Penny. Please let me know what information you obtain and then we'll take the next step.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Penny Hinchman" <phinchman@bhhsnw.com>
To: "mthomas" <mthomas@ci.amity.or.us>
Cc: "ashley a hinchman" <ashley.a.hinchman@gmail.com>
Sent: Thursday, February 6, 2020 10:22:40 AM
Subject: RE: Land Swap or Lot Line Adjustment City to private entity

Mike, thank you for the information. I know we would be willing to pay for the new survey and legal descriptions so the city does not incur those expenses. I will go to the County planning office on Monday to see if I can figure out how much it is to do a lot line adjustment and what is needed. I know the Attorney thinks we need to do an appraisal , maybe we could talk about this as the cost for that and the lot line adjustment for such a small parcel maybe more than anticipated. We are of course willing to put in writing that we would be willing to take on the responsibility of the tree removal, which could cost several thousand dollars. And of course we would be willing to put in writing that we would not spill over onto the city property.
Let me check out the lot line adjustment and talk to John Newberg who is a surveyor that I have worked with in real estate and who marked the corners for us on the property. Again thank you for your thoughtfulness and I do look forward to at least trying to make this work.
Penny & Ashley

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141
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From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Wednesday, February 5, 2020 2:16 PM
To: Penny Hinchman <phinchman@bhhsnw.com>
Cc: HByram <HByram@mwvcog.org>; Gary Mathis <gmathis@ci.amity.or.us>; Bill Monahan <BMonahan@mwvcog.org>
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Hi Penny,

I have talked with my Public Works team. We do not have a need for that area of land as marked in the attachment. The City would be willing to make the change. The actual process entails the following we would go to the county would there would be a land use application filed under county rules and fees. If it is approved, a survey, new property description, and deed filings would all follow.

Seems easy enough. Unfortunately, we're a public entity and that complicates things. So, I went to my City Attorney and sought guidance. He brought up the following questions/points, which I will answer where and when I can (works better in html, my answers are in blue text). It will be necessary for both parties (you and us) to work through these items.

1) Does the city have a need for the land? If it does not, does it want to sell or swap and at what price? The City does not have a need for the land, based on our initial conclusions. We have indicated that we will be willing to swap the land. Having walked the property, the land in question does not appear viable for profitable farming; farming being the land use of the properties to the immediate South and East. The land the City may potentially cede also has limited access unless an easement is granted by a surrounding property owner. This could

limit its worth to an independent buyer. Finally, the land - currently - has very limited use to the City as a route for water transmission lines to the East; requiring excessive easement rights. It is also redundant since the City's main water line is to the North - on the ODOT right of way - and is currently accessible to the North through our own property (and/or the land we would be given from Lot 300). The owner of Lot 300 requests our land to the immediate South of Lot 300 so they can meet County development codes and requirements for setbacks tied to the structure they wish to build on the lot.

2) The property research report shows the land was obtained from the Goffena's in 1970. But, the report lists the acquisition date as 1957. Do they have the right warranty deed for the right property? Unknown.

3) A complete deed may show that Lot 400 may have been obtained by using dedicated water funds or grant money. There may be restrictions on swapping it over. Also, since this is in the county, there may be a question whether the new lot as configured after a swap would be a legal lot. The private party may need to expend time getting assurances from county regarding these issues, as they are making the offer. Have they? Unknown

4) Is there a benefit to the city to swap the land to have more frontage on the road rather than have the deeper lot? Trading off the lot may reduce costs to the City in that it will not be obligated to pay for the removal of the 4 dead and rotting trees currently on our property that would pose a danger/liability to the structure the owner of Lot 300 intends to build. The owner of Lot 300 would agree to pay for the cost of the tree removal (this would need to be agreed to in writing).

5) Does the city benefit by having less cost to maintain the land it owns (mowing, fencing, insuring)? Currently, the City does not do much work on the land it currently owns beyond occasional mowing and fence repair. The well building on Lot 400 (the portion that the City will retain) is dormant, so the City would continue to maintain that dormant status. Overall, we (the City) assess that the trade of land would be effectively neutral to the city as far as cost for upkeep and maintenance. We would need to look into insurance costs.

6) Will the city be reimbursed for the need to move and possible enhance the fence? Our Public Works does not intend to expand our fence line out farther than it currently is. We would maintain the land we would be given by the owner of Lot 300. However, we would also need in writing an arrangement that would prohibit/prevent the owner of Lot 300 from "spilling over" into our lot.

7) The City should be cautious about expending resources unless it will either be receiving a good price for the land, end up with equal or more valuable property, or be reimbursed for all costs related to the transfer? Has this been discussed? Unknown. So far, all we have discussed is a willingness to make the swap, and that the owner of Lot 300 would be willing to accept the cost of tree removal.

8) The land value should be determined by an appraisal. Ideally it would be one that identifies what the enhancement of value is to the purchaser's property not just the present value of the city land (so you can see what they should be willing to pay if values are not equal). Has that happened? Have they offered? No appraisal discussion has started; they have not offered. We would need to discuss this with them and their willingness to do so.

9) Typically a city will have a surplus property ordinance that defines how land must be disposed of. Such an ordinance may call for publication and other steps before a decision is

made. A city council action is usually needed. There could be competing bids from others interested in the land. The city surplus property ordinance might define how fairness is insured to prevent a special deal. Does the City have such an ordinance? We are still looking for it. So far, we haven't found one. If we have one, we'll need to follow it. If not, then we'll do the best we can to execute a transfer in good faith and attempt to create an ordinance later.

10) The City should get a commitment from the potential buyer that they will be responsible for any and all costs to the city to research, use planning and legal resources to explore options, appraisal of land, and preparation and recording of legal instruments, from this point going forward. It must be noted that unless their is a public benefit to Amity, our City Council may not even want to look into this. If the council does want to go forward, you may want to get a deposit of funds and an agreement from the property owner that it will cover all costs for a prescribed process that in the end may or may not result in a city decision to execute the transfer. We haven't gotten to that point yet, but we will need to discuss that with the owners of Lot 300.

Finally, I want to reiterate that the City, at this time, is agreeable to moving forward with swapping the land as described in the attachment. We will move forward with you, Penny, to get the process accomplished, but as mentioned in item #10, it may not actually occur at the end. Yes, these are more hurdles than Gary and I initially anticipated; this is due to the fact we're a municipal government land owner not a private owner. We are willing to work with you, within the confines of what is described in this email.

I'm willing to discuss how you would like to proceed. If I can dig up a surplus property ordinance or rule book, I'll let you know.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

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RE: Land Swap or Lot Line Adjustment City to private entity

From : Penny Hinchman <phinchman@bhhsnw.com> Thu, Feb 06, 2020 10:22 AM

Graphic of Land Trade.pdf
155 KB

Re: Land Swap or Lot Line Adjustment City to private entity

From : Monahan, Bill <BMonahan@mwvcog.org> Fri, Jan 31, 2020 01:55 PM
Subject : Re: Land Swap or Lot Line Adjustment City to private entity 1 attachment
To : Michael Thomas <mthomas@ci.amity.or.us>

Sorry, I hope my input was not too much. The actual land use process in the county would be a land use application filed under county rules and fees. If it is approved. a survey, new property description, and deed filings would all follow. Yes, there would be a lot of details and some costs to assess. I just wanted to preview that there are a lot of steps.

Best wishes,

Bill

From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Friday, January 31, 2020 11:25:21 AM
To: Monahan, Bill
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Thank you, Bill. I am both happy I asked an got this information and knowledge, and I'm disappointed that (yet again) what I thought would be an easy process is actually quite complex! :) Overall, though, this is why I asked. I want to make sure we (Amity) do this right and I am not the expert on this. So, I'm happy to know what this may entail going forward.

Right now, Gary still needs to determine if we even need that section of lot 400. If we do, then this is all moot. If we don't have a need for it, then we'll need to work with the property owner and council to go through the process, answering these questions along the way.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Bill Monahan" <BMonahan@mwvcog.org>
To: "HByram" <HByram@mwvcog.org>, "mthomas" <mthomas@ci.amity.or.us>
Cc: "Gary Mathis" <gmathis@ci.amity.or.us>
Sent: Thursday, January 30, 2020 6:23:35 PM
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Mike and Holly,

I looked over the materials sent and, of course, have more questions than helpful advice.

The property research report shows the land was obtained from the Goffena's in 1970. But, the report lists the acquisition date as 1957. Do they have the right warranty deed for the right property?

Obviously, the city needs to know whether it needs the property for a public use and whether retaining some or all of the land is appropriate. Is there a benefit to the city to swap the land to have more frontage on the road rather than have the deeper lot? Does the city benefit by having less cost to maintain the land it pwns (mowing, fencing, insuring)? Will the city be reimbursed for the need to move and possible enhance the fence?

From a strategy standpoint, should the city expend resources unless it will either be receiving a good price for the land, end up with equal or more valuable property, or be reimbursed for all costs related to ta transfer? Has the person who approached you made any offer? The land value would be determined by an appraisal. Ideally it would be one that identifies what the enhancement of value is to the purchaser's property not just the present value of the city land (so you can see what they should be willing to pay if values are not equal). The tax records show a market value of $520 for over 10,000 sf. Counties typically do not expend much time valuing government owned land since they are not taxed so the value in the tax records is not an indicator of true value in the market place. Plus, adding land to the privately owned land could make a significant increase in value, use, options for expansion, etc.

Swapping the land may be an option the city wishes to pursue, but the land values need to be compared between the land to be obtained and swapped. A quick look at the drawing gives me the impression the city land has more future value and development potential if it becomes associated with parcel 300 than the land that could be swapped to the city. That location might be valuable in the future to the county for road expansion, not development so value could be very low.

The deed does not appear to be complete as it lacks information what the consideration was when the city obtained the land. It may have been obtained by using dedicated water funds or grant money. There may be restrictions. Also, since this is in the county, there may be a question whether the new lot as configured after a swap would be a legal lot. The private party may need to expend time getting assurances from county planning so the city does not need to spend resources to figure this out.

Typically a city will have a surplus property ordinance that defines how land must be disposed of. Such an ordinance may call for publication and other steps before a decision is made. A city council action is usually needed. There could be competing bids from others interested in the land. The city surplus property ordinance might define how fairness is insured to prevent a special deal.

But, the first questions are: does the city have a need for the land? If it does not, does it want to sell or swap and at what price. And, should the city get a commitment from the potential buyer that it will be responsible for any and all costs to the city to research, use planning and legal resources to explore options, appraisal of land, and preparation and recording of legal instruments. Unless their is a public benefit the city council may not even want to look into this. If the council does want to go forward, you may want to get a deposit of funds and an agreement from the property owner that it will cover all costs for a prescribed process that in the end may or may not result in a city decision to execute the transfer.

Sorry for all the details, I figured I should raise issues and options. I have dealt with potential swaps in the past that dragged on for months and ended up being costly for a city so it later questioned whether it should have begun the process. There may be more issues.

Best wishes,

Bill

From: Byram, Holly
Sent: Thursday, January 30, 2020 4:18:34 PM
To: Michael Thomas; Monahan, Bill
Cc: Gary Mathis
Subject: RE: Land Swap or Lot Line Adjustment City to private entity

Interesting question. It sounds like you are still verifying that the proposed swap would not add any complexity to any water projects… As this appears to be real property, and not public right-of-way, a vacation would not be necessary. I will defer to Bill on his initial thoughts here… I am not familiar with the City's procedures with land disposal and acquisition. I am happy to help in the process if appropriate.

From: Michael Thomas <mthomas@ci.amity.or.us>
Sent: Thursday, January 30, 2020 2:53 PM
To: Byram, Holly <HByram@mwvcog.org>; Monahan, Bill <BMonahan@mwvcog.org>
Cc: Gary Mathis <gmathis@ci.amity.or.us>
Subject: Land Swap or Lot Line Adjustment City to private entity

Hi Bill and Holly,

Gary Mathis and I met with the woman below, this AM. She owns lot 300 on the attached (Scan 0203). We own lot 400 (R54300); which I was unaware of until today. In the other attachment, you can see in the red circle a Public Works shelter that houses an inactive well site. The light blue rectangle is a PW installed fence. I sketched a diagram of the changes in the attached (land changes) doc. She would like to accomplish this either as a Lot Line Adjustment or a possible land/title swap. Gary is looking to see if we have an need to retain this land. If we do not need to own the strip of land, what would we need to do to changeover the land ownership? As it is city land outside the City's limits, I would assume the County would need to be involved, but I really want to know what we need to accomplish, please.

Thank you.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Penny Hinchman" <phinchman@bhhsnw.com>
To: "mthomas" <mthomas@ci.amity.or.us>
Sent: Thursday, January 30, 2020 9:53:54 AM
Subject: Plat for property city owns as per our discussion

Here is the plat. Lot 400 belongs to the City. I will get a trio and send it to you later today. Thank you so much for meeting with me. I really enjoyed visiting with you. Sincerely, Penny

Penny Kinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141
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---

Re: Land Swap or Lot Line Adjustment City to private entity

From : Michael Thomas <mthomas@ci.amity.or.us> Fri, Jan 31, 2020 11:25 AM

Subject : Re: Land Swap or Lot Line Adjustment City to private entity 1 attachment

To : Bill Monahan <BMonahan@mwvcog.org>

Thank you, Bill. I am both happy I asked an got this information and knowledge, and I'm disappointed that (yet again) what I thought would be an easy process is actually quite complex! :) Overall, though, this is why I asked. I want to make sure we (Amity) do this right and I am not the expert on this. So, I'm happy to know what this may entail going forward.

Right now, Gary still needs to determine if we even need that section of lot 400. If we do, then this is all moot. If we don't have a need for it, then we'll need to work with the property owner and council to go through the process, answering these questions along the way.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Bill Monahan" <BMonahan@mwvcog.org>
To: "HByram" <HByram@mwvcog.org>, "mthomas" <mthomas@ci.amity.or.us>
Cc: "Gary Mathis" <gmathis@ci.amity.or.us>
Sent: Thursday, January 30, 2020 6:23:35 PM
Subject: Re: Land Swap or Lot Line Adjustment City to private entity

Mike and Holly,

I looked over the materials sent and, of course, have more questions than helpful advice.

The property research report shows the land was obtained from the Goffena's in 1970. But, the report lists the acquisition date as 1957. Do they have the right warranty deed for the right property?

Obviously, the city needs to know whether it needs the property for a public use and whether retaining some or all of the land is appropriate. Is there a benefit to the city to swap the land to have more frontage on the road rather than have the deeper lot? Does the city benefit by having less cost to maintain the land it pwns (mowing, fencing, insuring)? Will the city be reimbursed for the need to move and possible enhance the fence?

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---

Re: R54300 00400

From : Penny Hinchman <phinchman@bhhsnw.com> Thu, Jan 30, 2020 03:59 PM
Subject : Re: R54300 00400 2 attachments
To : Michael Thomas <mthomas@ci.amity.or.us>
Cc : Gary Mathis <gmathis@ci.amity.or.us>

Look forward to hearing from you

Sent from my iPhone

On Jan 30, 2020, at 2:55 PM, Michael Thomas <mthomas@ci.amity.or.us> wrote:

Thank you so much for this, Penny. I'v asked our planner and our attorney how to make this happen, IF Gary determines that we do not need that parcel of land. We'll get back to you, hopefully, next week. If you do not hear from me by the 10th or 11th, please ping me!

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Penny Hinchman" <phinchman@bhhsnw.com>
To: "Gary Mathis" <gmathis@ci.amity.or.us>
Cc: "mthomas" <mthomas@ci.amity.or.us>
Sent: Thursday, January 30, 2020 1:51:03 PM
Subject: FW: R54300 00400

Here is the trio on the property we discussed today. Looks like the City purchased it in 1970. Penny

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate
<image002.jpg>
224 N. Baker St.
McMinnville, OR 97128
971-241-3141
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From: Sara Amaya <SAmaya@firstam.com>
Sent: Thursday, January 30, 2020 12:40 PM
To: Penny Hinchman <phinchman@bhhsnw.com>

Cc: Donna Befus <dbefus@firstam.com>
Subject: R54300 00400

Hello,

Attached is the requested information.

Have a great day!

Sara Amaya
Customer Service Representative
First American Title Insurance Company
<image001.jpg>
Office: 503-219-8746
Email: SAmaya@firstam.com
A member of the First American Financial Corporation
family of companies | NYSE: FAF

Contact Customer Service at 503.219.TRIO (8746) or by email cs.oregon@firstam.com

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FAFLD

Re: R54300 00400

From : Michael Thomas <mthomas@ci.amity.or.us> Thu, Jan 30, 2020 02:55 PM
Subject : Re: R54300 00400 2 attachments
To : Penny Hinchman <phinchman@bhhsnw.com>
Cc : Gary Mathis <gmathis@ci.amity.or.us>

Thank you so much for this, Penny. I'v asked our planner and our attorney how to make this happen, IF Gary determines that we do not need that parcel of land.
We'll get back to you, hopefully, next week. If you do not hear from me by the 10th or 11th, please ping me!

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Penny Hinchman" <phinchman@bhhsnw.com>
To: "Gary Mathis" <gmathis@ci.amity.or.us>
Cc: "mthomas" <mthomas@ci.amity.or.us>
Sent: Thursday, January 30, 2020 1:51:03 PM
Subject: FW: R54300 00400

Here is the trio on the property we discussed today. Looks like the City purchased it in 1970. Penny

Penny Hinchman

Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141

Find a Penny, pick it up, all the day you will have good luck!

Berkshire Hathaway HomeServices Northwest Real Estate and Berkshire Hathaway HomeServices Real Estate Professionals will never request you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. **If you receive an email message requesting you wire funds, do not respond and immediately notify fraud@bhhsnw.com or call 503-783-6835.**

Please give me a call if you are interested in Buying or Selling real estate!
What's Your Home Worth?
Get three automated Estimates - Instantly.
No cost, and no obligation.

From: Sara Amaya <SAmaya@firstam.com>
Sent: Thursday, January 30, 2020 12:40 PM
To: Penny Hinchman <phinchman@bhhsnw.com>
Cc: Donna Befus <dbefus@firstam.com>
Subject: R54300 00400

Hello,

Attached is the requested information.

Have a great day!

Sara Amaya
Customer Service Representative
First American Title Insurance Company

First American

Office: 503-219-8746
Email: SAmaya@firstam.com
A member of the First American Financial Corporation family of companies | NYSE: FAF

Contact Customer Service at 503.219.TRIO (8746) or by email cs.oregon@firstam.com

Cc : Gary Mathis <gmathis@ci.amity.or.us>

Hi Bill and Holly,

Gary Mathis and I met with the woman below, this AM. She owns lot 300 on the attached (Scan 0203). We own lot 400 (R54300); which I was unaware of until today. In the other attachment, you can see in the red circle a Public Works shelter that houses an inactive well site. The light blue rectangle is a PW installed fence. I sketched a diagram of the changes in the attached (land changes) doc. She would like to accomplish this either as a Lot Line Adjustment or a possible land/title swap. Gary is looking to see if we have an need to retain this land. If we do not need to own the strip of land, what would we need to do to changeover the land ownership? As it is city land outside the City's limits, I would assume the County would need to be involved, but I really want to know what we need to accomplish, please.

Thank you.

Sincerely,
Mike

Michael D. Thomas
City Administrator
City of Amity, OR

From: "Penny Hinchman" <phinchman@bhhsnw.com>
To: "mthomas" <mthomas@ci.amity.or.us>
Sent: Thursday, January 30, 2020 9:53:54 AM
Subject: Plat for property city owns as per our discussion

Here is the plat. Lot 400 belongs to the City. I will get a trio and send it to you later today. Thank you so much for meeting with me. I really enjoyed visiting with you. Sincerely, Penny

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
McMinnville, OR 97128
971-241-3141
Find a Penny, pick it up, all the day you will have good luck!

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---

land changes.pdf
151 KB

R54300 00400.pdf
526 KB

Public Works area.png
1 MB

Scan_0203.pdf
176 KB

FW: R54300 00400

From : Penny Hinchman <phinchman@bhhsnw.com> Thu, Jan 30, 2020 01:51 PM
Subject : FW: R54300 00400 3 attachments
To : gmathis@ci.amity.or.us
Cc : mthomas@ci.amity.or.us

Here is the trio on the property we discussed today. Looks like the City purchased it in 1970. Penny

Penny Hinchman
Broker
Berkshire Hathaway Homeservices NW Real Estate

224 N. Baker St.
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Cc: Donna Befus <dbefus@firstam.com>
Subject: R54300 00400

Hello,

Attache s the requested information.

Have a at day!

Sara A aya
Customer vice Representative
First Amer Title Insurance Company

First American

Office: 503
Email: SAm
A member
family of c

IO (8746) or by email cs.oregon@firstam.com

REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THE INFORMATION REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE REQUESTOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THE INFORMATION REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE INFORMATION REPORT IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION THEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF AN INFORMATION REPORT, REQUESTOR AGREES THAT FIRST AMERICAN TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THE INFORMATION REPORT SHALL BE LIMITED TO THE GREATOR OF THE FEE

Attachment 4) Asbestos Cleanup

ASN 1
DEQ Project Notification Form
For Abatement of Friable Asbestos-Containing Material

State of Oregon Department of Environmental Quality

For DEQ use only
Date Received _____
Amount Received _____
Check Number _____
Project Number _____

Attention: This notification must be complete, legible and received by DEQ at least 10 days before the start date of any friable asbestos abatement project and accompanied by the appropriate notification fee. Form instructions are online at: www.oregon.gov/deq

Project Category and Notification fee

☐ **Emergency Abatement Project** (Emergency notifications require a 50% fee increase.)
Emergency Approved by (DEQ staff name) Dottie Boyd **Date** 10/25/19
Reason for Emergency _____
(e.g., explanation: fire or water damage, dangerous structure, etc.)

Check one:

A. ☑ $100 Projects with less than 40 linear feet or 80 square feet of asbestos-containing material, or for each residential abatement project.
B. ☐ $200 Projects from 40 to 259 linear feet or 80 to 159 square feet of asbestos-containing material.
C. ☐ $400 Projects from 260 to 1,299 linear feet or 160 to 799 square feet of asbestos-containing material.
D. ☐ $525 Projects from 1,300 to 2,599 linear feet or 800 to 1,599 square feet of asbestos-containing material.
E. ☐ $900 Projects from 2,600 to 4,999 linear feet or 1,600 to 3,499 square feet of asbestos-containing material.
F. ☐ $1,050 Projects from 5,000 to 9,999 linear feet or 3,500 to 5,999 square feet of asbestos-containing material.
G. ☐ $1,700 Projects from 10,000 to 25,999 linear feet or 6,000 to 15,999 square feet of asbestos-containing material.
H. ☐ $2,800 Projects from 26,000 to 259,999 linear feet or 16,000 to 159,999 square feet of asbestos-containing material.
I. ☐ $3,500 Projects 260,000 linear feet or more or 160,000 square feet or more of asbestos-containing material.

Complete the following:

1. If this is a revision to a previous notification, provide the revision number: YES			
List lines that have been revised on this form: 10, 13			
2. Project start date: 11/5/19	3. Completion date: 11/8/19		
4. Days of week abatement to be worked: Tuesday, Wednesday, Thursday and Friday			
5. Hours of abatement work: 9 AM a.m. /p.m. - 4 PM a.m./p.m.			
6. Project site name: Hinchman Project			
7. Project site address: 10901 SW Bellevue Hwy			
Building, floor, room or unit number:			
City: Amity	State: Oregon	County: Yamhill	Zip: 97101
8. Project site contact: Noel McClorey		Phone: 503-991-1316	
9. Abatement contractor name: Abate Right Inc		DEQ license number: FSC 776	
Address: 2248 Judson St SE			Phone: 503-409-9089
City: Salem	State: Oregon		Zip: 97302
10. Quantity of asbestos material to be abated:		Linear feet:	Square feet: 825
11. Asbestos disposal site name: Coffin Butte Land Fill		Address: 28972 Coffin Butte Rd, Corvallis, OR 97330	

12. Type of facility: Residence (No. of units) 1, School ☐, Hospital ☐, Apartments ☐, Commercial ☐, Industrial ☐, Equipment ☐, Ship ☐, Other _____.

13. List the asbestos-containing materials to be abated, the percent asbestos by each material, and where the asbestos-containing materials are located in the facility. Attach separate page if needed:

Window glazing compound containing 5% Chrysotile
Sheet vinyl in the kitchen containing 3% Chrysotile
Black tar under kitchen sink containing 10% Chrysotile

Drywall mud and tape in bedrooms containing 2% Chrysotile & <1% total

14. Oregon Certified Supervisor(s): Adrian Puentes / Cameron Krieger	Phone: 503-409-8890
Oregon Certification number: S15414 / S14980	
15. Is the facility occupied or vacant? Vacant	
16. Present use of facility: None	Future use of facility: None / Approximate construction date: 1940
17. Survey performed or sample(s) collected?	Survey: ☑ Yes ☐ No / Samples: ☑ Yes ☐ No, assumed
18. Survey or samples collected by	Name: Bullseye Environmental Services / Phone: 503-835-7096
19. Is this a demolition? ☑ Yes ☐ No	Complete or Partial demolition? Complete / Is this a renovation? ☐ Yes ☑ No
20. Is the demolition State or local government ordered? ☐ Yes ☑ No	Name of government official who ordered the demolition:
Order date:	Government initiated demolition start date:
21. Facility owner or operator name: Ashley Hinchman	Phone: 503-435-8798
Facility owner or operator address: 10901 SW Bellevue Hwy	
City: Amity / State: Oregon	Zip: 97101

22. Describe methods of asbestos abatement and disposal:

Wet method removal under negative pressure & encapsulation

23. Waste hauler name: Republic Services		Phone: 503-363-8890
Signature: Lacey R. Ballinger	Date: 10/30/19	Phone: 503-409-9089

I certify that the information contained in this notification are true and correct to the best of my knowledge and belief.

Reference: Oregon Administrative Rule 340-248-0260 for applicable notification requirements.

Please sign this form and deliver or mail with the fee payable to DEQ

Oregon Department of Environmental Quality
Financial Services - Revenue Section
700 NE Multnomah St., Suite 600
Portland, OR 97232-4100

Revisions to notifications may be scanned and emailed or faxed to the appropriate DEQ regional office

Northwest Region	Fax: 503-229-6957	Email: deqnwrasbestos@deq.state.or.us
Eastern Region	Fax: 541-388-8283	Email: Messina.Frank@deq.state.or.us
Western Region South, Coos Bay, Medford	Fax: 541-776-6262	Email: Croucher.Steve@deq.state.or.us
Western Region	Fax: 503-378-4196	Email: Boyd.Dottie@deq.state.or.us

Questions: Call DEQ at 1-800-452-4011 for your regional DEQ office contact or visit: www.oregon.gov/deq

Attachment 5) Deed

FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

204497
R543000400
Yamhill

OWNER
Amity City Of

DATE PREPARED
01/30/2020

PREPARED BY
samaya@firstam.com

First American Title

Customer Service 503.219.8746
cs.oregon@firstam.com

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First American Title™

Customer Service Department
Phone: 503.219.TRIO (8746)
Fax: 503.790.7872
Email: cs.oregon@firstam.com
Date: 1/30/2020

OWNERSHIP INFORMATION

Owner:	Amity City Of	Parcel #:	204497
CoOwner:		Ref Parcel #:	R543000400
Site:	OR 97101	TRS:	05S / 04W / 30
Mail:	535 NE 5th St McMinnville OR 97128	County:	Yamhill

PROPERTY DESCRIPTION

Map Grid:	
Census Tract:	031000 Block: 2040
Neighborhood:	Rural South
School Dist:	4J Amity School District
Impr Type:	0
Subdiv/Plat:	
Land Use:	940 - City - Vacant
Std Land Use:	VMSC - Vacant Misc
Zoning:	EF-80 - Exclusive Farm Use
Lat/Lon:	45.113482 / -123.226867
Watershed:	Salt Creek
Legal:	Township 5S Range 4W Section 30 TaxLot 00400

ASSESSMENT AND TAXATION

Market Land:	$520.00
Market Impr:	$0.00
Market Total:	$520.00 (2019)
% Improved:	0.00%
Assessed Total:	$520.00 (2019)
Levy Code:	04.1
Tax:	$0.00 (2019)
Millage Rate:	12.3872
Exemption:	
Exemption Type:	Unknown

PROPERTY CHARACTERISTICS

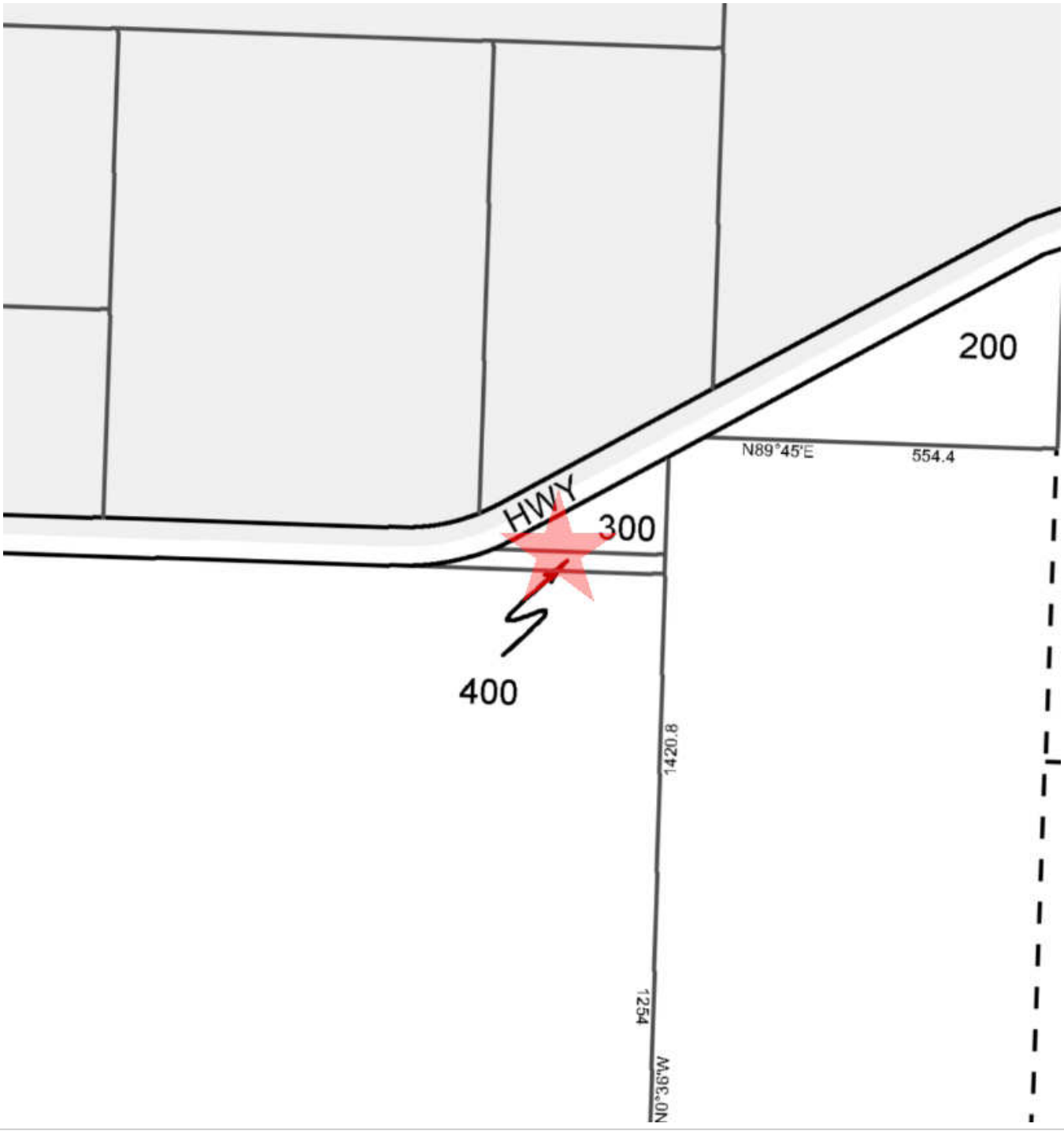
Bedrooms:		Total SqFt:		Year Built:	
Baths, Total:		First Floor:		Eff Year Built:	
Baths, Full:		Second Floor:		Lot Size Ac:	0.23 Acres
Baths, Half:		Basement Fin:		Lot Size SF:	10,019 SqFt
Total Units:		Basement Unfin:		Lot Width:	
# Stories:		Basement Total:		Lot Depth:	
# Fireplaces:		Attic Fin:		Roof Material:	
Cooling:		Attic Unfin:		Roof Shape:	
Heating:		Attic Total:		Ext Walls:	
Building Style:		Garage:		Const Type:	

SALES AND LOAN INFORMATION

Owner	Date	Doc #	Sale Price	Deed Type	Loan Amt	Loan Type
	1/1/1957	2016-CONV-40666				

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Assessor Map



First American Title™

Parcel ID: 204497

Site Address:

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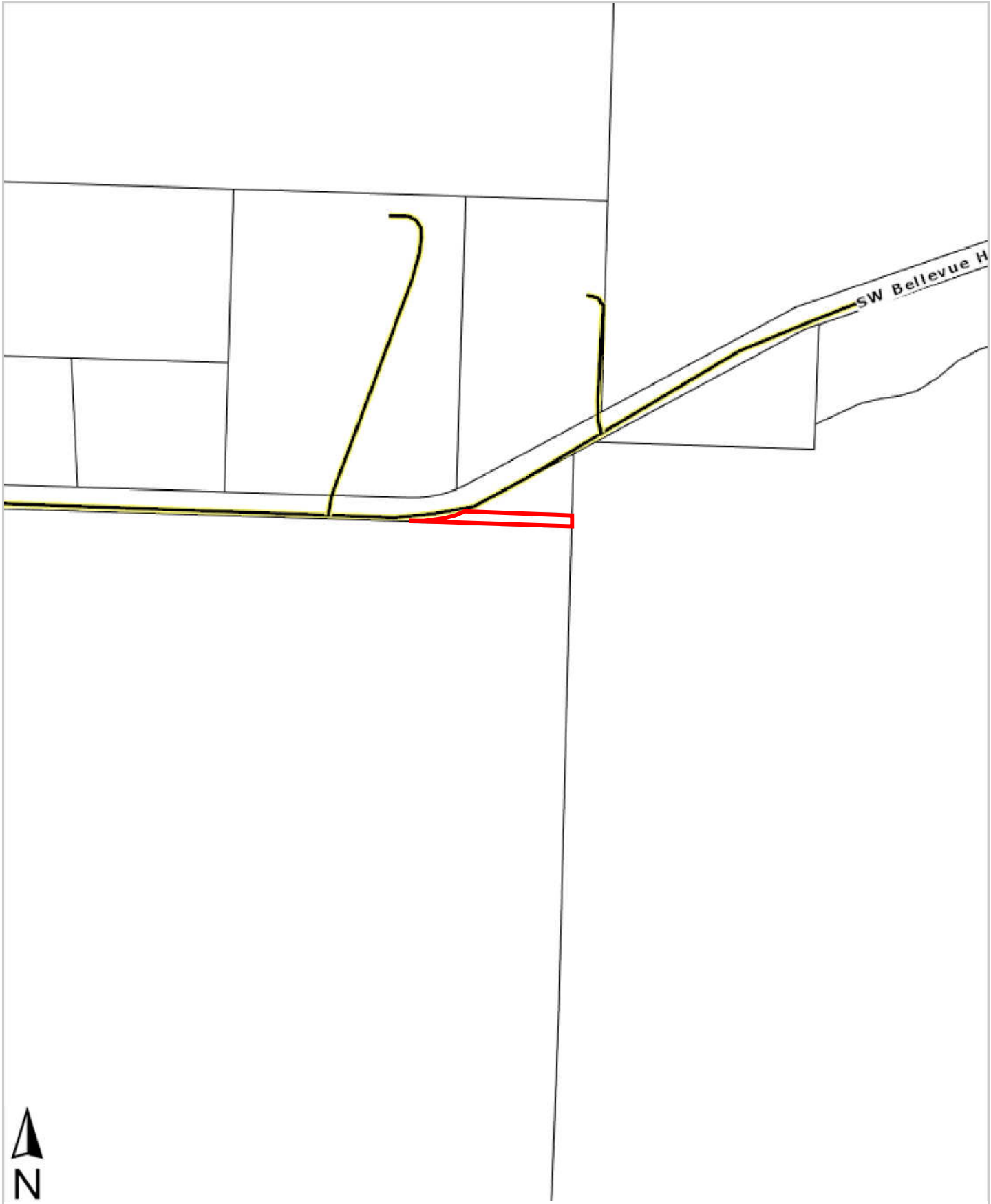

First American Title™

FORM No. 633—WARRANTY DEED.

1967/SO

VOL 78 PAGE 1776

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

KNOW ALL MEN BY THESE PRESENTS, That NORVAL GOFFENA and LILLIAN GOFFENA, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CITY OF AMITY, OREGON, a municipal corporation,

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill *and State of Oregon, described as follows, to-wit:*

Beginning at a point 10.00 chains South and 47.49 chains East of the Northwest corner of Section 30, Township 5 South, Range 4 West of the Willamette Meridian; Ranging thence West 335.28 feet; thence South 30 feet; thence East parallel with said North line and 30 feet Southerly therefrom 335.28 feet to a point 30 feet South of the point of beginning; thence North 30 feet to the point of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 100.00

①*However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole consideration (indicate which).*①

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

WITNESS grantor's hand this ..... *day of* 19 70

Norval Goffena

Lillian Goffena

STATE OF OREGON, County of Yamhill) ss. March 13, 1970

Personally appeared the above named NORVAL GOFFENA and LILLIAN GOFFENA, husband and wife,

and acknowledged the foregoing instrument to be their *voluntary act and deed.*

Before me Robert M Duncan

(OFFICIAL SEAL)

Notary Public for Oregon My Commission Expires April 10, 1970

My commission expires

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

NORVAL GOFFENA, et ux

TO

CITY OF AMITY, ORLGON, a Municipal Corporation

AFTER RECORDING RETURN TO

City of Amity
Amity, Oregon

No. 633

2834

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, } ss.

County of Yamhill

I certify that the within instrument was received for record on the 16 *day of* March, 1970, *at* 9:50 *o'clock* A.M., *and recorded in book* 78 *on page* 1776 *Record of Deeds of said County.*

Witness my hand and seal of County affixed.

Jack Butler

Co. Clerk *Title.*

By Linda Catt *Deputy*

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Revised/New Fees and Charges
Date: June 3, 2020
Origin: Michael D. Thomas, City Administrator
Action Requested: Adopt Resolution 2020-08

Background: At the direction of the Finance and Budget Committees, Staff has reviewed the current fees and charges, as is necessary to ensure fiscal responsibility. It has been a few years since it has been done, but in light of recent increases in expenses and a drop in general revenue due to the pandemic response, there are multiple changes.

Exhibits:

Attachment A – Revised fee and charges schedule
Attachment B – Revised fee acknowledgement relating to land use development
Attachment C – New Business License Application (2020)

Recommendation: Staff recommends the following:

Move to Adopt Resolution 2020-08, declaring an emergency, which repeals Resolution 2018-11 and all previous resolutions of a similar nature and adopts these revised fees and charges as well as the fee acknowledgement as it relates to land use development, effective July 1, 2020.

CITY OF AMITY
RESOLUTION NO. 2020-08

A RESOLUTION REPEALING RESOLUTION 2018-11 AND ADOPTING REVISED FEES AND CHARGES AND DECLARING AN EMERGENCY

WHEREAS, Ordinance No. 568 provides that General Fund fees, charges, water system charges, sewer system charges, and monetary penalties by resolution, excluding real property taxes, may be changed at times by resolution of the City Council and;

WHEREAS, the Amity City Council desires to update the fee schedule to guarantee that the City has sufficient revenues to pay for the operations, maintenance and debt service costs, and;

NOW, THEREFORE, THE CITY OF AMITY RESOLVES AS FOLLOWS:

Section 1: Attachment A is hereby adopted as the fee and charges schedule.

Section 2: Attachment B is hereby adopted as the fee schedule acknowledgement as it relates to land use and development.

Section 3: Resolution 2018-11 and all previous resolutions to the same are repealed in their entirety.

Section 4: The following fees and charges shall become effective July 1, 2020.

ADOPTED BY the City Council of the City of Amity, Oregon this 3rd day of June, 2020, by the following vote.

AYES: _____

NAYS: _____

SIGNED BY THE MAYOR ON THE 3rd DAY OF JUNE 2020.

_____
Michael Cape, Mayor

Attest:

_____
Natasha Johnson, City Recorder/Treasurer

CITY OF AMITY, OREGON
FEE AND CHARGES SCHEDULE

1. FINANCE:

Business

New License……	$150.00
Renewal……	$75.00*
New License (temporary)……	$100.00
Renewal (temporary)……	$50.00

*The City *intends* to establish a program whereby in lieu of payment a business may donate their renewal fee every other year to support a utility bill payment program for Amity residents. Receipt of donation will be required. However *until such a program is initiated*, all renewal fees shall be paid to the City.

Liquor License

Original Application……	$110.00
Change in ownership, location, or Privilege application……	$80.00
Renewal or Temporary……	$50.00
Xerox copies (black/white)……	$0.25 / side
Xerox copies (color)……	$0.50 / side
Fax Charges (send & receiving)……	$1.25 first page, $0.75 additional page
Agenda Packets……	$15.00 per packet or $0.75 per page, whichever is less

Budget Document

Black & White Copy……	$30.00
Color Copy……	$40.00
Audio CD or Flash/ Thumb Drive……	$25.00 (must provide CD / Thumb / Flash drive)
Records Request Research……	$35.00 per hour with a $100 deposit ($50 refundable)
Returned Check Fee……	$50.00
Lien Search……	$20.00
Notary Fee……	$10.00 per signature or the maximum charge allowed by law
Land Use Appeal Fee……	$600.00

2. POLICE:

Police Reports……	Set by Contracted Law Enforcement Agency (CLEA)
Finger Printing……	Set by CLEA
Vehicle Towing……	$350.00
Burglary False Alarm Syst. Fee……	Set by CLEA
Hazardous Vegetation Abatement……	Set by CLEA
Dog Lodging……	Set by Yamhill County Animal Control

Violation Fines

Civil Infractions

Class '1'……	$1,000.00
Class '2'……	$500.00
Class '3'……	$100.00
Class '4'……	$25.00

3. LIBRARY FEES:

Overdue Materials

Overdue Books (children's)…… $0.15 per day/item
Overdue Books (adult)…….. $0.25 per day/item
Overdue DVDs/Videos…….. $0.50 per day/item
Lost or Destroyed items…….. Actual cost of item

Library Cards
City resident…… No Cost
Non-resident within CCRLS district $60.00 per card
Non-resident outside CCRLS district $75.00 per card

4. RENTAL FEES:

Covered Park Pavilion
Deposit…….. $100.00 ($50 refundable)*

Ball Fields, Skate Park, or other Park Facilities
Deposit…….. $100.00 ($50 refundable)*

Cooking Facility & attached covered area
Deposit…….. $120.00 ($60 refundable)**

The City retains the right to hold any deposit in full to cover costs associated with cleaning or repairs necessitated by the rental.

* Fully refundable to nonprofits

** Higher deposit due to kitchen facilities. Fully refundable to nonprofits.

Community Center Deposit…….. $150.00 ($75 refundable)
Private- Resident Day Fees
Day 1…….. $65.00
Day 2…….. $45.00
Day 3…….. $20.00
Private- Non-Resident
Day 1…….. $130.00
Day 2…….. $90.00
Day 3…….. $40.00
City/Public Agency/Non-profit……. No Cost

Un-returned Key…….. $30.00

5. MUNICIPAL COURT FEES:

Appeal…….. $75.00
Failure to Appear at trial…… $80.00
Re-Schedule…….. $25.00
Suspension…….. $40.00
Trial (at defendant's request)…….. $35.00
Fix-It Ticket Admin Fee…….. $55.00
Online Traffic School Admin Fee…… $90.00

Payment Plan
If fine is $150 or less…… $20.00
If fine is $151-$300…… $30.00
If fine is over $300…… $50.00

6. DEVELOPMENT LAND USE:

Pre-application Conference…….. $300.00 + $500.00 Deposit *
Grading Permit…….. $750.00 + $750.00 Deposit *
Traffic Impact Analysis…….. $1,200.00 + $300.00 Deposit **

Outside Water Request…… $500.00

Applications

Annexation……	$250.00 + $1,500.00 Deposit *
Conditional Use……	$100.00 + $250.00 Deposit *
Floodplain……	$300.00
Home Occupation……	$70.00
Lot Line Adjustment……	$500.00
Major Variance……	$100.00 + $250.00 Deposit*
Minor Variance……	$50.00 + $200.00 Deposit*
Non-Conforming Use……	$100.00 + $250.00 Deposit*
Partition……	$300.00 + $500.00 Deposit*
Plan Map Amendment……	$200.00 + $400.00 Deposit*
Planned Unit Development……	$150.00 + $750.00 Deposit*
Sign Permit……	$50.00
Similar/Temp. Use Permit……	$50.00 + $200.00 Deposit*
Site Design……	$750.00 + $750.00 Deposit*
Street Vacation……	$250.00 + $1,500.00 Deposit*
Subdivision……	$750.00 + $750.00 Deposit*
Zone Change……	$200.00 + $400.00 Deposit*

* Deposits are used to defray any additional unplanned costs to the City. Costs beyond the initial deposit will be absorbed by the City. If the City does not use the full deposit amount, then it will refund 75% of the remainder.

City of Amity Construction Specs

Picked up……	$55.00 per copy
Mailed……	$60.00 per copy

Storm, Sewer, Water Master Plans

Picked up……	$55.00 per copy
Mailed……	$60.00 per copy

Public Facilities Plan

Picked up……	$55.00 per copy
Mailed……	$60.00 per copy

Record Drawings…… $10.00 per sheet

7. BUILDING DIVISION:

Compliance Application…… $100.00

System Development Charges

Water SDC

5/8" x 3/4" meter……	$3,333.00
1" meter……	$8,332.00
1 ½ meter……	$16,665.00
2" meter……	$26,664.00
3" meter……	$53,328.00
4" meter……	$83,325.00
6" meter……	$166,650.00

Sewer SDC

5/8" x 3/4" meter……	$5,778.00
1" meter……	$14,445.00
1 ½ meter……	$28,890.00
2" meter……	$46,224.00
3" meter……	$92,448.00

4" meter…… $144,450.00
6" meter…… $288,900.00

Storm SDC
Single-Family…… $1,018.00 (fixed at 2640 sq. ft.)
Multi-Family…….. $16,804 (per Acre of impervious surface area)
Commercial/Industrial…… $16,804 (per Acre of impervious surface area)

Parks SDC
Residential
Single-Family…….. $1,343.00
Multi-Family…… $1,343.00 per dwelling unit

Commercial/Industrial (per 1,000 sq. ft. of gross floor area)
Retail…….. $1,408.00
Industrial…… $957.00
Office…… $1,857.00

Transportation (Streets)
Residential
Single-Family…… $3,286.00
Multi-Family…… $3,286.00 per dwelling unit

Commercial/Industrial (per 1,000 sq. ft. of gross floor area)
Per Vehicle Trip End…… $3,286.00

8. ENGINEERING:

Right-of-Way Encroachment App…….. $45.00
Development Permit…… $150.00 with a value of $5,000 or more
Permit reinstatement……. $15.00

Construction Permits
Sidewalk (New Construction)…….. $45.00/frontage
Sidewalk (Repair/Replace)…… $20.00
Commercial Driveway Approach.. $45.00 per approach
Residential Driveway Approach…. $45.00 per approach
Hard Surface Cuts……. $1.00 per sq. ft.
Curb Cuts (includes replacement). $1.50 per lineal foot

Cutting Moratorium Surcharge (Street identified by PW)
Year 1…… $Base Fee x10
Year 2…… $Base Fee x8
Year 3…… $Base Fee x6
Year 4…… $Base Fee x4
Year 5…… $Base Fee x2
Year 6…… $Base Fee

Utility Sewer Connection (for all private connections to city maintained facilities)
4" & Less……. $50.00 per connection
6"…….. $100.00 per connection
8" & Larger…… $150.00 per connection

Water Connection……. $100 per connection
Meter Fee……. $Actual cost of meter

Development Permit Service
Single Family – Site Review…….. $150.00
Public Improvement Review…… $300.00 + $500.00 Deposit
Inspection Fee…… 3%
(based of the approved public construction cost)

9. SERVICE FEES:

Utility Account Deposits	
Sewer……	$80.00 per unit
Water	
Class I (inside city limits)……..	$70.00 per unit
Class II (outside city limits)…….	$90.00 per unit
Class III (1" & above meter)……	$210.00 (Residential, Schools, Churches, Gov't Bldgs)
Class IV (1" & above meter)…..	$270.00 (All other users)
Utility Late Fee……	$5.00 (if paid after the 15th of each month)
Reconnection for non-payment……	$75.00
Door Hangers……	$10.00
Turn off/Turn on	
First time Request……	No Cost (during working hours)
Additional Requests……..	$25.00 (during working hours)
After Hours/Weekends……	$50.00
Change in Meter Size……..	$200 + cost of meter
Meter Removal/Replace……..	$100 + cost of meter (at landlord/tenant request)
Meter/Service Test……	$100 deposit (at landlord/tenant request)
Utility Rates	
Water Rates……	Established by Resolution No. 2017-05, Exhibit "A"
Sewer Rates……	Established by Resolution No. 2017-05, Exhibit "A"
Water Stand-by	
Class I and II accounts……	$24.56 per month
Class III and IV accounts……..	$49.12 per month
Sewer Stand-by……	Not applicable
Water Truck……	$25.00 for the first 1,000 gallons ($5.00 each add 1,000)
Street Maintenance Fee……	Established by Ordinance No. 624 (based on trips per EDU, per utility account per month)
Waterline Replacement	
Out-of-Town……	$3.00 per utility account per month
Per dwelling unit……..	$1.00 per utility account per month
Public Safety	
Out-of-Town……	No Cost
Per dwelling unit……..	$10.00 (per utility account per month)

CITY OF AMITY, OREGON
DEVELOPMENT AND LAND USE FEE SCHEDULE ACKNOWLEDGMENT

Resolution No. 2020-04, Attachment A requires a fee plus deposit for development and land use applications to be paid at the time of filing.

Costs and time of Consultants and Staff are paid from the fees collected. If it appears the costs exceed the initial fee collected, the City Administrator may require additional fees for costs that may be incurred to complete the projects. Statements will be prepared on a quarterly basis.

The following are types of charges and amounts per hour. The Contracted Service provider fees are subject to change.

PERSONNEL:

City Staff	Actual Cost
Contract City Planner	Actual Cost
Contract Engineer	Actual Cost
Contract Attorney	Actual Cost

MISCELLANEOUS EXPENSE:

Copies	$.25 cents per printed page
Mileage	Current IRS Rate
Legal Publication	At Cost
Postage	At Cost

Hourly rates for professional services will be provided at the applicant's request.

I have read this information and understand that the land use fee may not include all costs and I may be billed further.

_____ _____

Applicant's Signature Date

CITY OF AMITY
109 Maddox Avenue
P.O. Box 159
Amity, OR 97101
Ph: (503) 835-3711
Fax: (503) 835-3780
Website: www.cityofamityoregon.org

RECEIVED:

OFFICIAL USE ONLY

BUSINESS LICENSE APPLICATION

Please choose ONE of the following options:

☐ **NEW Business License (Fee $150.00)**
☐ **Renewal Business License (Fee $75.00)**
☐ **NEW Temporary Business License (Fee $100.00)**
☐ **Renewal Temp Business License (Fee $50.00)**

1. Business Name: _____
Enter the name you will be doing business as. You must operate and advertise in the exact name listed.

Mailing Address: _____
Street Address or PO Box City, State, Zip

Business Phone Number: _____

Email: _____

Physical Address: _____
Street Address or PO Box City, State, Zip

Emergency Number: _____

Property Owner Name & Address: _____

Property Owner Phone Number: _____

Is this a home business: ☐ Yes ☐ No **Contact the Community Development Dept. to ensure your home business is in compliance.*

Type of Business:
☐ Corporation
☐ Partnership
☐ Limited Liability Partnership (LLP)
☐ Limited Liability Company (LLC)
☐ Non-Profit
☐ Sole Proprietor/Individual

Business Category:
☐ Adult/Child Care
☐ Agriculture/Forestry
☐ Antiques/2nd- Hand
☐ Arts/Entertainment/Recreation
☐ Commercial Services
☐ Contractor CCB#_____
☐ Temporary Business (Food Truck)
☐ Door-to-Door Sales
☐ Educational Services
☐ Financial/Insurance Services
☐ Food & Beverage
☐ Health Care & Social Services
☐ Informational Services
☐ Temporary Business (Other)
☐ Manufacturing
☐ Professional/Scientific/Technical Services
☐ Real Estate
☐ Security Services *(DPSST Cert)*
☐ Transport/Warehouse
☐ Wholesale/Trade
☐ Winery
☐ Other_____

Describe nature and type of business at this location:

_____

_____

_____

In accordance with Amity Ordinance 567, any person wishing to conduct business in the City of Amity must possess a valid City Business License. Amity Ordinance 567 is available at City Hall for viewing or for purchase (for a nominal charge). The business license is $150.00 for a new one and $75.00 for renewal and can be obtained from City Hall. The license is to be renewed by July 1st each year and is valid for the fiscal year which ends June 30th of the following year. City Ordinance #567, Section 10 states that, "In the event that any person required to obtain the license fails to obtain the license or pay the required fee before it becomes delinquent, the City [Administrator] or designee shall collect the fee payment with a penalty of ten percent (10%) of the fee payment for each calendar month or fraction of a month, that the fee payment is delinquent."

TEMPORARY BUSINESS LICENSE INFORMATION:

In accordance with Amity Development Code, Sections 3.113.01-.04, a temporary business license is designed for seasonal and short-term businesses to provide local residents and visitors access to new products and markets. These emerging businesses may also benefit from the opportunity to test and promote their products with lower overhead, prior to investing in a permanent location. Examples of temporary uses include: Christmas tree sales, firework stands, farmers markets, food carts, etc. Such temporary businesses must meet the following criteria:

A. The use is authorized by the property owner.
B. The use conforms with the dimensional standards of the underlying zoning district.
C. The use is consistent with all City municipal code policies related to nuisance and noise.
D. The use has secured all applicable State and County permits for operation.
E. The use does not involve in any type of development activities or site alteration which would otherwise require land use review.
F. The use either does not require or has secured Oregon Department of Transportation (ODOT) permits, if located along a right-of-way within ODOT jurisdiction.

The City Administrator is the approval authority for a temporary business, but an appeal may be made to the Planning Commission as a Type II review. Additionally, a temporary use license may be approved for a period of 90 consecutive days, regardless of how many of those days are used. Extensions (renewals) of an approved temporary use may be granted by the City Administrator if requested in writing not less than fifteen (15) days prior to the approval expiration. In no case shall the temporary use exceed 180 consecutive days in a 12-month period of time, as measured from the start of operation.

OFFICIAL USE ONLY

Received by: _____ Date_____ Cash/ Check: _____ Receipt #_____

Department Approvals: City Planner_____ Notes:_____
Police Chief_____ Notes:_____
PW _____ Notes:_____
City Recorder_____ Notes:_____

Temporary business license meets all additional criteria listed in section 3.113.04 of the Amity Development Code? Yes / No Date_____

City Administrator Approved: Yes / No Date_____

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Resolution Supporting Online Northwest
Date: June 3, 2020
Origin: Michael D. Thomas, City Administrator
Action Requested: Adopt Resolution 2020-09

Background: The Mayor and City Administrator have been asked to support Online Northwest as they bring 10-gigabyte fiber optic broadband internet infrastructure to the City of Amity. The Company seeks support of the City to coordinate efforts, facilitating the ease of installation for Online Northwest. This resolution facilitates this request.

Exhibits: Resolution 2020-09

Recommendation: Staff recommends the following:

Move to Adopt Resolution 2020-09, declaring City of Amity support to Online Northwest as they bring broadband internet to the City.

RESOLUTION NUMBER 2020-09

A RESOLUTION OF THE CITY OF AMITY IN SUPPORT OF ONLINE NORTHWEST BRINGING 10-GIGABYTE FIBER OPTIC BROADBAND INTERNET TO THE CITY

Whereas, Online Northwest is installing 10-gigabyte fiber optic broadband internet within the City; and

Whereas, this service is currently being provided for Amity Public Schools, the company is invested in providing the infrastructure for fiber optic broadband internet; and

Whereas, the City of Amity currently has a franchise agreement with Online Northwest as a telecommunications provider; and

Whereas, the Cities of Dayton and Willamina have partnered with Online Northwest to install broadband internet and have reaped economic benefits, that Amity is currently not obtaining; and

Whereas, the COVID-19 pandemic highlighted a greater need for robust technology to ensure connectivity between people, businesses, organizations, and government entities now and into the future; and

Whereas, Online Northwest's offer to expand further the fiber optic infrastructure within Amity is not permanent; and

Whereas, the City is in a position to help facilitate the installation of this service within City Limits:

NOW, THEREFORE, THE CITY OF AMITY RESOLVES:

Section 1. The City of Amity will coordinate road repair work with Online Northwest during their installation of fiber optic cable in City rights-of-way.

Section 2. The City of Amity will assist Online Northwest with the safe storage and disposal of equipment and materials during installation.

Section 3. The City of Amity will help to facilitate and expedite permitting, where appropriate, for Online Northwest, to include bundling city permitting applications together where appropriate.

Section 4. The City of Amity will support Online Northwest's efforts to install its fiber optic cable within City limits, to the best of its ability, until the installation is complete.

Section 5. The City of Amity will consider transferring its own internal internet service to Online Northwest at the completion of installation, so that it may better offer services to the community.

APPROVED BY the City Council of the City of Amity, Oregon, this ____ day of _____, 20___.

_____
Michael Cape, Mayor

ATTEST:

_____
Natasha Johnson, City Recorder

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Resolution Approving Interim Financing
Date: June 3, 2020
Origin: Michael D. Thomas, City Administrator & Holly Halligan, USDA/RD
Action Requested: Adopt Resolution 2020-10

Background: The City Administrator and USDA/RD worked in conjunction to establish interim financing for the City's water infrastructure project. The City and USDA/RD have signed an agreement for a loan of $1.635 million and a grant of $1.793 million. While this money is approved, USDA and the City signed an agreement that requires the City to obtain an interim loan of financing in the amount of $2 million (which will be in bonds). This loan will be used to actually finance the project. At the completion of the project, USDA will essentially buy the bonds from us, paying the interim financing loan off, and becoming the sole debt collector of the City's water infrastructure project. Although this seems incredibly complicated and burdensome, this is how USDA/RD conducts business and to what we've previously agreed.

The City will coordinate the issuance of the interim financing through Piper Sandler and Mersereau Shannon. The actual execution of the project will be handled through Keller Associates (contracted City Engineers), Gary Mathis (Public Works), myself, and USDA/RD. We expect to start executing the funds of this project beginning in late summer 2020. This resolution facilitates our ability to continue the project once we expend the $2.129 million in CDBG funding.

Exhibits: Resolution 2020-10

Recommendation: Staff recommends the following:

Move to approve and adopt Resolution 2020-10, approving interim financing for the USDA / RD water infrastructure project.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY OF AMITY, YAMHILL COUNTY, OREGON AUTHORIZING THE ISSUANCE, NEGOTIATED SALE, EXECUTION AND DELIVERY OF A NOT TO EXCEED $2,000,000 REVENUE BOND ANTICIPATION NOTE, SERIES 2020; AND RELATED MATTERS.

WHEREAS, the City of Amity, Yamhill, County, Oregon (the "City") adopted Resolution No. 2019-06 on June 12, 2019 which authorized the City to issue revenue bonds in an amount not to exceed $3,268,879 pursuant to Oregon Revised Statutes ("ORS") 287A.150 to finance improvements to the City's water system and pay issuance costs (the "Project");

WHEREAS, sixty (60) days has expired since publication of the required notice and no petitions were filed within that 60 day period which would have required an election and the City is therefore authorized to issue its revenue bonds;

WHEREAS, Rural Development of the United States Department of Agriculture ("Rural Development") has agreed to purchase revenue bonds of the City in the maximum principal amount not to exceed $1,635,000 upon completion of the Project and to provide a grant in the amount of 1,793,611;

WHEREAS, the City has also secured a grant from the United States Department of Housing and Urban Development, Community Block Grant Program in the amount of $2,130,000;

WHEREAS, ORS 287A.180(1)(b) and (4) authorizes the issuance of bonds, which must mature within five years after issuance, to provide interim financing for capital projects to be undertaken by the City; and

WHEREAS, the interim financing provided pursuant to this authority will not exceed in the aggregate the amount of the authorized but unissued revenue bonds or the estimated cost of the Project and the maturity date of the interim financing herein authorized will not be later than five years after issuance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMITY, YAMHILL COUNTY, OREGON AS FOLLOWS:

Section 1. Issuance of Bond Anticipation Note. The Council of the City authorizes the issuance and private negotiated sale of a bond anticipation note in a principal amount not to exceed $2,000,000 (the "Note") pursuant to ORS 287A.180(1)(b) and (4) to provide interim financing for the Project. The City authorizes the City Administrator or the City Recorder/Treasurer (the "Authorized Representative"), to determine and designate the principal amount, dated date, interest rate, maturity date, optional redemption date and premium, if any, denominations, interest payment dates, to obtain bond insurance or some other form of guaranty or security for the payment of the Note, to obtain one or more ratings for the Note and such other provisions as are deemed necessary

or desirable for the sale and issuance of the Note. The Note shall be dated with the date specified by the Authorized Representative, shall mature not later than 5 years after the date of issuance and shall bear interest payable at maturity at a rate to be established by the Authorized Representative. The Note may be issued as a single or multiple Notes and shall be in denominations as specified in consultation with the purchaser of the Note.

Section 3. Security and Pledge of Revenues. The Note is payable from the proceeds of bonds to be sold pursuant to the authority obtained under Resolution No. 2019-06. In addition, the Note is secured by a pledge of the unspent proceeds of the Note and any interest earnings thereon and the proceeds of revenue bonds to be sold and delivered to Rural Development upon completion of the Project, pursuant to their Letter of Conditions dated July 31, 2019, or to any other purchaser of the authorized revenue bonds. In addition, the Authorized Representative is authorized to pledge the net water revenues of the City's water system to the payment of the principal of and interest on the Note.

Section 4 Sale of Note. The Note shall be sold at a negotiated sale pursuant to ORS 287A.300. The Authorized Representative is authorized to determine all other terms for the Note, consistent with the provisions of this Resolution, and execute on behalf of the City all documents required in order to issue, sell and deliver the Note.

Section 5. Payment of Note. The principal of the Note shall be payable upon presentation of the Note at maturity. The Note shall be subject to optional prepayment prior to maturity as determined by the Authorized Representative.

Section 6. Form and Denominations. The Note shall be issued in form approved by the Authorized Representative and Note Counsel. The Note shall be executed on behalf of the City with the manual signatures of the Mayor and the City Recorder/Treasurer of the City.

Section 7. Contract with Owners of Note. In consideration of the purchase and acceptance of the Note by the owners thereof, the provisions of this Resolution and the Note shall be deemed to be and shall constitute a contract between the City and the owners.

Section 8. Covenant as to Arbitrage. The proceeds of the Note shall be used and invested in such manner that the Note shall not become an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations issued thereunder. The City covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Note and in the investment and expenditures of the proceeds thereof which would result in the interest on the Note becoming taxable for federal income tax purposes.

Section 9. Designation as Qualified Tax-Exempt Obligation. The Authorized Representative is hereby authorized to designate the Note for purposes of paragraph (3) of Section 265(b) of the Code as a "qualified tax-exempt obligation" so long as the Note does not constitute a private activity bond as defined in Section 141 of the Code, and that not more than the aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income

for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Note, have been or shall be issued by the City, including all subordinate entities of the City, if any, do not exceed the amount permitted under the Code for such designation during the calendar year in which the Note is issued.

Section 10. Exception for Small Governmental Units. The City finds and determines that the Note complies with the statutory requirements of Section 148(f)(4)(C) of the Code in that the City is a governmental unit having general taxing powers, the Note is not being issued for a private activity purpose, more than 95% of the net proceeds of the Note will be used for local governmental activities of the City, and the aggregate face amount of all tax-exempt obligations which will be issued by the City during the calendar year in which the Note is issued is not reasonably expected to exceed $5,000,000.

Section 11. Lien and Net Revenues. Pursuant to ORS 287A.310, if the Authorized Representative pledges the net water revenues of the City's water system to the payment of the Note, such pledge shall be on a parity to any existing pledge of the City's net water revenues and any other parity obligations and shall be valid and binding from the date of such pledge.

Section 12. Appointment of Financial Advisor. The City does appoint Piper Sandler & Co. of Portland, Oregon as financial advisor to the City for the issuance of the Note.

Section 13. Appointment of Note Counsel. The City does appoint the law firm of Mersereau Shannon LLP of Portland, Oregon as Note Counsel for the issuance of the Note.

Section 14. Closing of the Sale and Delivery of the Note. The Authorized Representative is authorized to negotiate and execute a bond purchase agreement for and on behalf of the City and to execute such additional documents, including a tax certificate, and any and all other things or acts necessary for the sale and delivery of the Note as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the City Council of the City.

DATED this 3rd day of June 2020.

CITY OF AMITY
YAMHILL COUNTY, OREGON

By_____
Michael Cape, Mayor

ATTEST:

By_____
Natasha Johnson, City Recorder