



Newberg Public Works Department Engineering Division

December 2, 2011

COLLEGE STREET LOCAL IMPROVEMENT DISTRICT A PRELIMINARY ENGINEER'S REPORT

EXECUTIVE SUMMARY

In 2011, the City receives State funding through the Oregon Department of Transportation (ODOT) to improve N. College Street (also known as Highway 219) from Vermillion to Aldercrest. The City is required to provide a matching fund for the design and construction of sidewalks along the west side and bike lanes on either side of the highway. The design is planned for 2012 and the construction will occur in the summer of 2013.

Many properties along this highway are still encumbered by waiver of remonstrance agreements for street frontage improvements. This preliminary report summarizes the current code and lays out the steps and a time table for a potential Local Improvement District (LID) project along the west side of N. College Street from the Illinois Street to the Columbia Drive intersections that is in sync with the ODOT schedule.

The City Council needs to decide whether they want to pursue the formation of an LID to improve N. College Street and ask homeowners to participate.

A methodology for apportioning the cost among the property owners along N. College Street based on the terms of the waiver of remonstrance agreements is recommended. Other LID limits, assessment methodologies, and funding sources can be directed by City Council.

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- C. Waiver of Remonstrance Agreements

1. Background for a Potential LID

On November 9, 2011, the City Manager requested the Engineering staff to prepare a Local Improvement District (LID) document that summarizes the current code and lays out the steps and a time table for a potential LID project along the west side of N. College Street from the Illinois Street to the Columbia Drive intersections. See Figure 1 below for project vicinity.

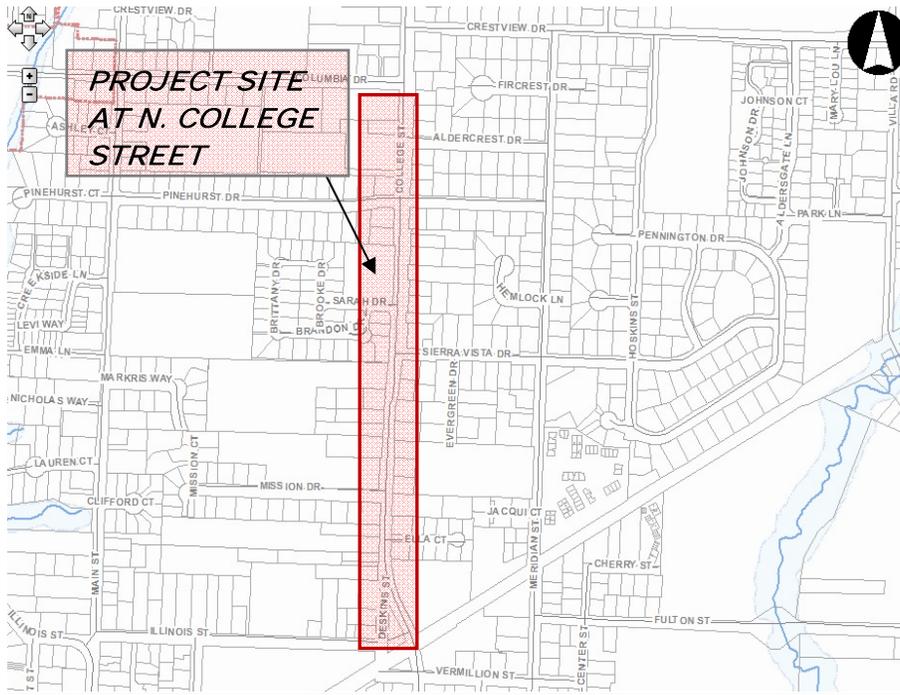


FIGURE 1: VICINITY MAP

There are a total of 25 properties with direct frontages along the west side of N. College Street from the Illinois Street to the Columbia Drive intersections. Of these, seven of them are encumbered by waivers of remonstrance agreements for “construction of improvements”, “public improvements”, or “street improvements” of N. College Street. There are also 43 other properties that have no direct frontages on N. College Street but are encumbered by the same waivers of remonstrance agreements. Figures 2 and 3 on the next two pages show the highlighted properties that are encumbered by waivers of remonstrance.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SE 1/4 NE 1/4 SEC 18 T3S R2W W.M. YAMHILL COUNTY
1" = 100'

SEE MAP 3 2 18AA

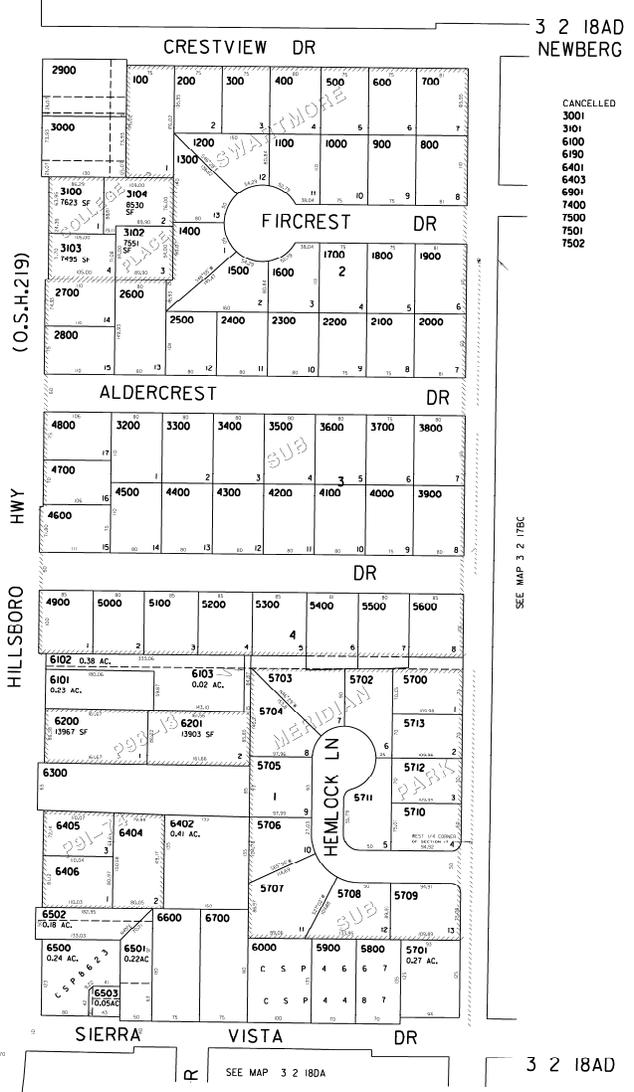
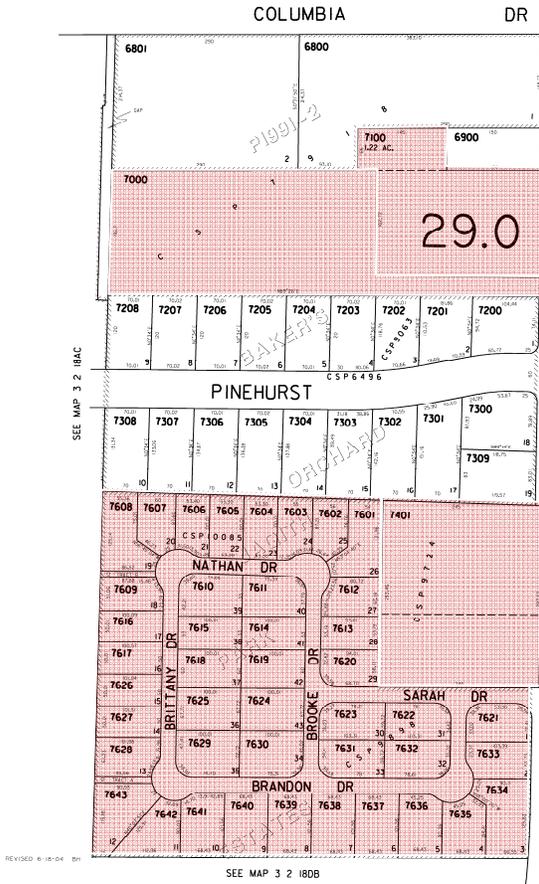


FIGURE 2: WAIVER OF REMONSTRANCE AGREEMENTS MAP A (NORTH)

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

NW 1/4 SE 1/4 SEC 18 T3S R2W W.M.
YAMHILL COUNTY
1" = 100'

3 2 18DB
NEWBERG



CANCELLED NO.
500
603
2400
3000
5202
5301

REVISED 11-4-08 SB

3 2 18DB

FIGURE 3: WAIVER OF REMONSTRANCE AGREEMENTS MAP B (SOUTH)

The City absolutely has an interest in improving N. College Street to enhance the safety of pedestrian and bicycling travel. There is discontinuity in the sidewalk system along N. College Street which forces pedestrians to walk in the travel lane or behind the drainage ditch. Bicyclists need to use the travel lanes for motorized vehicles because there are no bike lanes and the existing shoulders are inadequate. N. College Street is classified as a minor arterial street per the Newberg Transportation System Plan.

On June 8, 2011, the Oregon Department of Transportation (ODOT) and the City entered into an agreement that ODOT provides \$600,000 for funding the pedestrian and bike lane improvements to N. College Street (Highway 219). On August 22, 2011, both parties signed an amendment that ODOT provides an additional funding of \$200,000 for the project along with an additional

match in funding from the City. The total match and contribution from the City may reach approximately \$175,000. This project will be in design in 2012 and in construction in the summer of 2013.

The LID will alleviate the financial encumbrance on the City if it is established. Table 1 shows a listing of properties involved with the proposed LID.

TABLE 1: PROPERTY IDENTIFICATION

Property with Waiver	Tax Lot	Address
Open Bible Church	3218 AD 7100	1605 N COLLEGE ST
Open Bible Church	3218 AD 7000	1605 N COLLEGE ST
Assisted Living Facility	3218 AD 7401	1307 N COLLEGE ST
Jaquith Park Estates		
Lot 1*	3218 AD 7621	606 BRANDON DR
Lot 2*	3218 AD 7633	604 BRANDON DR
Lot 3*	3218 AD 7634	600 BRANDON DR
Lot 4	3218 AD 7635	510 BRANDON DR
Lot 5	3218 AD 7636	508 BRANDON DR
Lot 6	3218 AD 7637	504 BRANDON DR
Lot 7	3218 AD 7638	500 BRANDON DR
Lot 8	3218 AD 7639	412 BRANDON DR
Lot 9	3218 AD 7640	410 BRANDON DR
Lot 10	3218 AD 7641	408 BRANDON DR
Lot 11	3218 AD 7642	404 BRANDON DR
Lot 12	3218 AD 7643	400 BRANDON DR
Lot 13	3218 AD 7628	1301 BRITTANY DR
Lot 14	3218 AD 7627	1307 BRITTANY DR
Lot 15	3218 AD 7626	1309 BRITTANY DR
Lot 16	3218 AD 7617	1311 BRITTANY DR
Lot 17	3218 AD 7616	1315 BRITTANY DR
Lot 18	3218 AD 7609	1317 BRITTANY DR
Lot 19	3218 AD 7608	1321 BRITTANY DR
Lot 20	3218 AD 7607	401 NATHAN DR
Lot 21	3218 AD 7606	405 NATHAN DR
Lot 22	3218 AD 7605	407 NATHAN DR
Lot 23	3218 AD 7604	409 NATHAN DR
Lot 24	3218 AD 7603	411 NATHAN DR
Lot 25	3218 AD 7602	413 NATHAN DR
Lot 26	3218 AD 7601	1320 BROOKE DR
Lot 27	3218 AD 7612	1318 BROOKE DR

<i>Cont'd</i>		
Property with Waiver	Tax Lot	Address
Jaquith Park Estates		
Lot 28	3218 AD 7613	1314 BROOKE DR
Lot 29	3218 AD 7620	1310 BROOKE DR
Lot 30	3218 AD 7623	500 SARAH DR
Lot 31	3218 AD 7622	508 SARAH DR
Lot 32	3218 AD 7632	509 BRANDON DR
Lot 33	3218 AD 7631	503 BRANDON DR
Lot 34	3218 AD 7630	1301 BROOKE DR
Lot 35	3218 AD 7629	407 BRANDON DR
Lot 36	3218 AD 7625	1308 BRITTANY DR
Lot 37	3218 AD 7618	1310 BRITTANY DR
Lot 38	3218 AD 7615	1314 BRITTANY DR
Lot 39	3218 AD 7610	408 NATHAN DR
Lot 40	3218 AD 7611	1317 BROOKE DR
Lot 41	3218 AD 7614	1311 BROOKE DR
Lot 42	3218 AD 7619	1309 BROOKE DR
Lot 43	3218 AD 7624	1307 BROOKE DR
* Note: Lots 1, 2 & 3 have N. College Street frontage.		
Partition Plat P95-89		
Parcel 2	3218 DB 2403	724 N MAIN ST
Parcel 3	3218 DB 2402	726 N MAIN ST
	3218 DB 2600	No Address
	3218 DB 2300	735 N COLLEGE ST
Property without Waiver	Tax Lot	Address
	3218 AD 6900	1701 N COLLEGE ST
	3218 AD 7200	1603 N COLLEGE ST
	3218 AD 7300	1601 N COLLEGE ST
	3218 AD 7309	1519 N COLLEGE ST
	3218 DB 0400	1215 N COLLEGE ST
	3218 DB 0100	1211 N COLLEGE ST
	3218 DB 0101	No Address
	3218 DB 0102	No Address
	3218 DB 0200	1119 N COLLEGE ST
	3218 DB 0201	No Address
	3218 DB 0300	1117 N COLLEGE ST

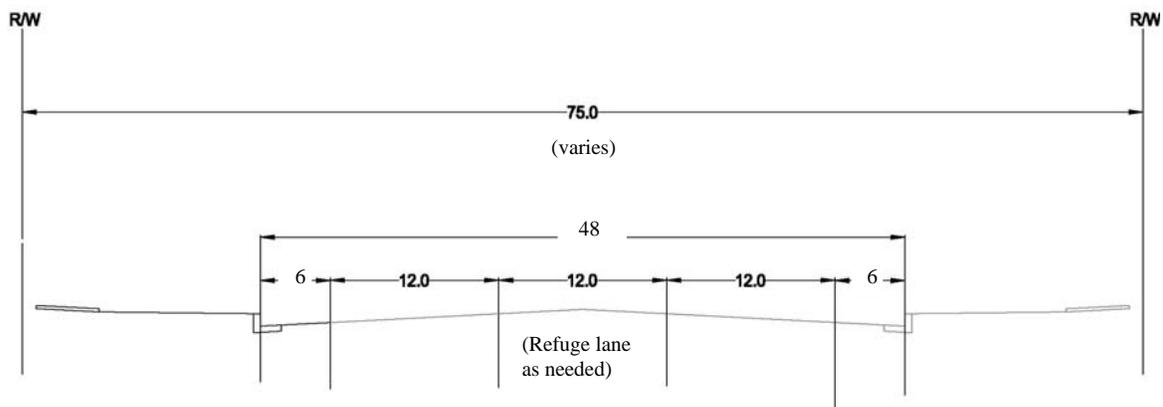
<i>Cont'd</i> Property without Waiver	Tax Lot	Address
	3218 DB 0900	1111 N COLLEGE ST
	3218 DB 0800	501 MISSION DR
	3218 DB 2101	1005 N COLLEGE ST
	3218 DB 2200	1003 N COLLEGE ST
	3218 DB 2900	729 N COLLEGE ST
	3218 DB 2901	No Address
	3218 DB 3100	717 N COLLEGE ST
	3218 DB 3201	711 DESKINS ST

2. Improvement Description and Cost

The proposed improvements to be constructed as part of the College Street LID include improving the roadway, bikeway and walkway on the west side of N. College Street from Illinois Street to Columbia Drive to half-street improvements to minor arterial street standards.

2.1 N. College Street / Highway 219

The total improvement will be an approximately 2,200-foot half-street improvement to City minor arterial street standards. This will include installing curb and gutter, a planter strip, and a sidewalk. The existing pavement in this area is in fair condition and does not require an overlay or full street reconstruction. The pavement width needs to be extended to meet City and State requirements. Neither water nor wastewater improvements are needed or planned for this street segment. However, stormwater improvements are required.



**FIGURE 4: COLLEGE STREET TYPICAL CROSS SECTION
(MINOR ARTERIAL FULL WIDTH STANDARD)**

It is anticipated that an LID will be formed to bring the west side of College Street from Columbia Drive to Illinois Street into compliance with City and ODOT standards. Engineering staff had previously prepared a construction cost estimate for the N. College Street project. That estimate included costs for the east side bike lane and the railroad crossing improvements and those costs have been separated out. The estimated cost for the LID is noted below and the estimated assessments will be based on Schedule 3B portion of the cost.

TABLE 2: CONSTRUCTION COSTS

SCHEDULE 3A CONSTRUCTION - GENERAL					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
3.01	Mobilization	0.5	LS	\$40,000.00	\$20,000.00
3.02	Traffic Control	0.5	LS	\$40,000.00	\$20,000.00
3.03	Sediment & Erosion Control Measure	0.5	LS	\$4,000.00	\$2,000.00
3.04	Site Restoration & Cleanup	0.5	LS	\$2,000.00	\$1,000.00
3.05	Clear & Grub	0.5	LS	\$2,000.00	\$1,000.00
3.06	Construction Staking	0.5	LS	\$4,000.00	\$2,000.00
	SCHEDULE 3A SUBTOTAL =				\$46,000.00

SCHEDULE 3B CONSTRUCTION - ROADWAY, BIKEWAY, WALKWAY IMPROVEMENTS					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
4.01	Sawcut Asphalt Concrete Pavement up to 6" depth	2200	LF	\$1.50	\$3,300.00
4.02	Demolish & Remove Asphalt Pavement to an Approved Site	1	LS	\$7,000.00	\$7,000.00
4.03	Excavate or Provide Embankment, Grade Sidewalk Subgrade & Side Slopes	1	LS	\$15,000.00	\$15,000.00
4.04	Base Rock, 1 1/2" Minus, 12" In-place	1470	SY	\$7.00	\$10,290.00
4.05	Leveling Rock, 3/4" Minus, 3" In-place	1470	SY	\$2.00	\$2,940.00
4.06	Asphalt Concrete, Type 'C' In 3 Lifts, 6" In-place	1470	SY	\$20.00	\$29,400.00
4.07	Install Concrete Curb & Gutter	2200	LF	\$10.00	\$22,000.00
4.08	Install Gravel Shoulder	0	SF	\$1.50	\$0.00

Cont'd

SCHEDULE 3B CONSTRUCTION - ROADWAY, BIKEWAY, WALKWAY IMPROVEMENTS

4.09	Install 6' wide Concrete Sidewalk, 4" Thick On Compacted 2" Of 3/4" Minus on Compacted Subgrade	13200	SF	\$4.00	\$52,800.00
4.10	Install Concrete Sidewalk Ramp With ADA Safety Yellow Truncated Domes	16	EA	\$1,600.00	\$25,600.00
4.11	Install Striping	0.5	LS	\$16,500.00	\$8,250.00
4.12	Pedestrian RR Crossing Pads **	0	EA	\$25,000.00	\$0.00
4.13	Install Gravel between Road and Ped Crossing **	0	SF	\$4.00	\$0.00
	SCHEDULE 3B SUBTOTAL =				\$176,580.00

SCHEDULE 3C CONSTRUCTION - DRAINAGE IMPROVEMENTS

Item No.	Item Description	Quantity	Unit	Unit Price	Item Total
5.01	Install Pelican Style Catch Basins	14	EA	\$2,000.00	\$28,000.00
5.02	Install 12" PVC storm pipe	2200	LF	\$38.00	\$83,600.00
5.03	Extend RR Storm Culvert, Install Short Retaining Wall & Regrade As Needed	0	LS	\$5,000.00	\$0.00
	SCHEDULE 3C SUBTOTAL =				\$111,600.00

	TOTAL CONSTRUCTION COST (3A+3B+3C) =				\$342,430.00
	Cost per foot (if consider total construction cost) =				\$ 151.90
	Cost per foot (if consider Schedule 3B cost only) =				\$ 80.26

3. Local Improvement Districts

Sections 3.15.010-3.15.170 of the Code of Newberg are entitled "Local Improvement Districts" and were passed in November of 2001 (See Appendix B - Code of Newberg, Sections 3.15.010 – 3.15.170). These code sections were created to establish local improvement district policies in compliance with state law and to continue the City's authority to create local improvement

districts as set forth under the charter of the City of Newberg. These sections define a local improvement. They also set out the criteria and process for creating and completing a local improvement.

Local improvement districts provide a means by which the City may undertake capital construction projects which provide a special benefit only to specific properties, or which rectify a problem caused by specific properties, through assessment of those properties for the cost of the improvements. For example, the property west of Crater Lane, which has recently been developed, participated in a local improvement district to construct the pump station that made it possible to receive City wastewater services in the area. This property could not otherwise have been developed to the residential density allowed by City Codes. The LID would not have been formed and assessments levied without the agreement of most of the property owners in the area. The LID Code prescribes that if written objection, or remonstrance, is filed against the proposed improvement from persons representing 60 percent of the proposed assessment, the LID proceedings must be halted, except in the case of sidewalks or an emergency, for at least 6 months.

Another historically common use for the local improvement district has been to provide for future local improvements. This is accomplished by executing an agreement waiving the right to file a written objection to construction of a given public improvement through certain City practices. The waiver is called a waiver of remonstrance agreement and, like an easement, remains as an encumbrance on the property regardless of changes of ownership or land divisions.

If the City Council determines that an LID is to be formed, the Local Improvement District Code directs the City Council to consider the objections or remonstrances made and to adopt or modify the proposed assessments in accordance with the special and peculiar benefits accrued to each lot by the Local Improvement. Council is required by the Code to use a fair and reasonable method for apportioning the cost among the benefited properties. The meaning of "benefit" and the role that benefit plays in the determination of a Local Improvement is illuminated by the following definitions found in the Code:

Local Improvement: means a capital construction project, or part thereof, undertaken by the City pursuant to the procedure to be followed in making local assessments for the benefits from a local improvement upon the lots which have been benefitted by all or part of the improvement:

(1) which provides a special benefit only to specific properties or rectifies a problem caused by specific properties; and

...

(5) for which the status of a capital construction project as a local improvement is not affected by the accrual of a general benefit to property other than the property receiving the specific benefit.

Property benefitted: means all property specially benefitted by the improvement, the relative extent of such benefit to be determined by any just and reasonable method of

apportionment of the actual cost of the improvement between the properties determined to be specially benefitted.

4. College Street Waiver of Remonstrance Agreements

Seven properties with frontages along the west side of N. College Street between Illinois Street and Columbia Drive are encumbered by waiver of remonstrance agreements for the improvement of N. College Street. These lots with waiver of remonstrance agreements span 35% of the highway frontage (or 773 feet) are proposed to be included in the LID. There are 43 other lots that are encumbered by the same waiver of remonstrance agreements (see Figures 2 and 3 on pages 4 and 5). They need to be included in the LID as well. There are 19 other properties that do not have waivers on them. For now, they are included in the LID.

Table 3 shows a listing of properties involved with the proposed LID.

TABLE 3: ESTIMATED ASSESSMENTS FOR EACH PROPERTY

Property with Waiver	Tax Lot	Address	Frontage (in feet)	Cost (in dollars)
Open Bible Church	3218 AD 7100	1605 N COLLEGE ST	162.72	\$13,059.91
Open Bible Church	3218 AD 7000	1605 N COLLEGE ST	30.00	\$2,407.80
Assisted Living Facility	3218 AD 7401	1307 N COLLEGE ST	287.23	\$23,053.08
Jaquith Park Estates				
Lot 1*	3218 AD 7621	606 BRANDON DR	Lot 1 has 32.41' Lot 2 has 57.75' and Lot 3 has 125.62'. Total frontage = 215.78'. All 43 lots shall share the total frontage	Group Total = \$17,318.50 or \$402.76 on a per lot basis for this single family residential group.
Lot 2*	3218 AD 7633	604 BRANDON DR		
Lot 3*	3218 AD 7634	600 BRANDON DR		
Lot 4	3218 AD 7635	510 BRANDON DR		
Lot 5	3218 AD 7636	508 BRANDON DR		
Lot 6	3218 AD 7637	504 BRANDON DR		
Lot 7	3218 AD 7638	500 BRANDON DR		
Lot 8	3218 AD 7639	412 BRANDON DR		
Lot 9	3218 AD 7640	410 BRANDON DR		

Lot 10	3218 AD 7641	408 BRANDON DR	improvement cost equally per Cypress Ventures Waiver of Rights to Remonstrance for Street Improvements based on the number of SF lots.			
Lot 11	3218 AD 7642	404 BRANDON DR				
Lot 12	3218 AD 7643	400 BRANDON DR				
Lot 13	3218 AD 7628	1301 BRITTANY DR				
Lot 14	3218 AD 7627	1307 BRITTANY DR				
Lot 15	3218 AD 7626	1309 BRITTANY DR				
Lot 16	3218 AD 7617	1311 BRITTANY DR				
Lot 17	3218 AD 7616	1315 BRITTANY DR				
Lot 18	3218 AD 7609	1317 BRITTANY DR				
Lot 19	3218 AD 7608	1321 BRITTANY DR				
Lot 20	3218 AD 7607	401 NATHAN DR				
Lot 21	3218 AD 7606	405 NATHAN DR				
Lot 22	3218 AD 7605	407 NATHAN DR				
Lot 23	3218 AD 7604	409 NATHAN DR				
Lot 24	3218 AD 7603	411 NATHAN DR				
Lot 25	3218 AD 7602	413 NATHAN DR				
Lot 26	3218 AD 7601	1320 BROOKE DR				
Lot 27	3218 AD 7612	1318 BROOKE DR				
Lot 28	3218 AD 7613	1314 BROOKE DR				
Lot 29	3218 AD 7620	1310 BROOKE DR				
Lot 30	3218 AD 7623	500 SARAH DR				
Lot 31	3218 AD 7622	508 SARAH DR				
Lot 32	3218 AD 7632	509 BRANDON DR				
Lot 33	3218 AD 7631	503 BRANDON DR				
Lot 34	3218 AD 7630	1301 BROOKE DR				
Lot 35	3218 AD 7629	407 BRANDON DR				
Lot 36	3218 AD 7625	1308 BRITTANY DR				
Lot 37	3218 AD 7618	1310 BRITTANY DR				
Lot 38	3218 AD 7615	1314 BRITTANY DR				
Lot 39	3218 AD 7610	408 NATHAN DR				
Lot 40	3218 AD 7611	1317 BROOKE DR				
Lot 41	3218 AD 7614	1311 BROOKE DR				
Lot 42	3218 AD 7619	1309 BROOKE DR				
Lot 43	3218 AD 7624	1307 BROOKE DR				

Partition Plat P95-89				
Parcel 2	3218 DB 2403	724 N MAIN ST (10,112 SF=1 SF unit)	Tax Lot has 77.30'. All 4 properties shall share the total frontage improvement cost per Roger Grahn Waiver of Rights to Remonstrance for Zoning, Land Use or Construction of improvements based on property area.	Group Total = \$6,204.10
Parcel 3	3218 DB 2402	726 N MAIN ST (8,237 SF=1 SF unit)		Parcel 2 and 3 at \$310.20 each
	3218 DB 2600	No Address (56,773 SF=6 SF units)		TL 2600 at \$1,861.23
	3218 DB 2300	735 N COLLEGE ST (112,430 SF=12 SF units)		TL 2300 at \$3,722.46

Property without Waiver	Tax Lot	Address	Frontage (in feet)	Cost (in dollars)
	3218 AD 6900	1701 N COLLEGE ST	66.00	\$5,297.16
	3218 AD 7200	1603 N COLLEGE ST	74.11	\$5,948.07
	3218 AD 7300	1601 N COLLEGE ST	79.89	\$6,411.97
	3218 AD 7309	1519 N COLLEGE ST	83.01	\$6,662.38
	3218 DB 0400	1215 N COLLEGE ST	124.00	\$9,952.24
	3218 DB 0100	1211 N COLLEGE ST	98.00 (3-way equal split)	\$7,865.48 (Each TL at \$2,621.83)
	3218 DB 0101	No Address		
	3218 DB 0102	No Address		
	3218 DB 0200	1119 N COLLEGE ST (2/3)	62.25 (split per area basis)	\$4,996.19 (TL 200 at \$3,330.79 , TL 201 at \$1,665.40)
	3218 DB 0201	No Address (1/3)		
	3218 DB 0300		62.25	\$4,996.19
	3218 DB 0900		105.00	\$8,427.30
	3218 DB 0800		142.59	\$11,444.27
	3218 DB 2101		105.00	\$8,427.30
	3218 DB 2200		58.00	\$4,655.08
	3218 DB 2900		50.65	\$4,065.17

	3218 DB 2901		17.00	\$1,364.42
	3218 DB 3100		67.65	\$5,429.59
	3218 DB 3201		123.00	\$9,871.98

Because of the low percentage of people with waivers of remonstrance and the emergence of 3 distinct and unconnected groups of properties, namely the Open Bible Group (Tax Lots 7000 and 7100), the Jaquith Park and Assisted Living Group (43 lots in the Jaquith Park Estates subdivision and the adjacent assisted living facility), and the Southern Group (Tax Lots 2300, 2600, 2402 and 2403), we may want to determine if there is any advantage to form three separate LIDs for these groups and gain a greater support for the LIDs.

TABLE 4: PERCENTAGE WITH WAIVER OF REMONSTRANCE AGREEMENTS

TOTAL FRONTAGE =	2,231.40
TOTAL FRONTAGE WITH WAIVER OF REMONSTRANCE =	773.01
TOTAL FRONTAGE WITHOUT WAIVER OF REMONSTRANCE =	1,458.39
PERCENTAGE WITH WAIVER OF REMONSTRANCE =	35%

5. Recommended Assessment Methodology

Properties along the west side of N. College Street that already have frontage improvements will not be required to contribute to the LID. The recommended methodology for apportioning the cost of the improvements is to assess the properties with frontage that is not improved for the cost to improve that frontage based on the lineal feet of frontage. Exception should apply to Jaquith Park subdivision and the Southern Group.

Jaquith Park subdivision created 43 residential lots from a parent property. All lots subsequently created are encumbered by the waiver of remonstrance agreement.

The Southern Group was tied together in a single waiver agreement. As some constituent lots may be sub-dividable, the assessment should be based on the number of equivalent single family lots.

Cost estimates in Schedule 3A and 3C are not included in the assessment. They are considered as City's contributions to the cost of improvements. This translates to about 47% of the general costs. System Development Charge (SDC) funding may be applied to public improvements of

regional benefit. The over-sizing of a street from a local street to a minor arterial qualifies as an improvement of regional benefit.

Any right-of-way acquisition will be fully contributed by the City when it is needed.

6. Estimated Assessments

Please refer to Table 3 for the estimated LID assessment for each participating property.

7. Project Timing, Assessment Timing and Financing

If the Council should decide to recommend the formation of the LID, staff will follow the LID public process as outlined in Appendix A. It would be ideal to establish the LID within 3 to 4 months from now when the design begins in earnest.

Assessments are due and payable in full upon completion of the LID improvements and acceptance by City Council of the final assessments. The City LID Code (see Appendix B) provides that owners of assessed properties may obtain financing through the City if so desired. The loan term is for 10 years and payments are made every 6 months. The City can generally offer interest rates which are lower than average market rates. Table 8 provides a general idea of what the owners of assessed properties of the Columbia Drive LID would pay every six months if they chose to finance their assessments through the City and a 6.25% fixed rate were available. Actual rates will be determined when the properties are assessed. Property owners may also chose to obtain financing through any other institution or pay in cash.

TABLE 5: BI-ANNUAL PAYMENTS ON 10-YEAR LOAN AT 6.25% INTEREST

Principal	Bi-annual Payment
\$10,000	\$812.50
\$15,000	\$1218.75
\$20,000	\$1625.00
\$30,000	\$2437.50
\$40,000	\$3250.00
\$50,000	\$4062.50
\$60,000	\$4875.00
\$70,000	\$5687.50

APPENDICES

- A. The LID Public Process
- B. Code of Newberg Sections 3.15.010-3.15.170: LID's
- C. Waiver of Remonstrance Agreements

APPENDIX A

The LID Public Process

LID Public Process

- A. **Council** decides whether to direct the City Engineer to prepare an Engineer's Report on the proposed LID improvements. The engineer's report will include a project cost estimate, recommended assessment methodology, and estimated individual assessments.
- B. After reviewing the Engineer's Report, **Council** decides whether to propose the formation of an LID at a Public Hearing. If Council decides to propose the LID, a Public Hearing date is set.
- C. **Council** holds a Public Hearing and then decides whether to form the LID.
- D. City Engineering Division completes site survey and construction plans and calls for contractor bids.
- E. Individual assessments are recalculated based on the low bid amount. **Council** holds another meeting to approve the bid. However, if the new assessments are 20% higher, or more, than the assessments estimated in the Engineer's Report, Council will set a date for another Public Hearing.
- F. Improvements are constructed
- G. Final assessments are prepared based on the final total cost of the project. **Council** holds a Public Hearing and sets the final assessments. Within 10 days, the final assessments are published in the newspaper and certified notice is sent to LID participants. If LID participants wish to finance the assessment through the City, they must, within 10 days of notice, make application to the City, or pay assessments within 30 days of notice.

APPENDIX B
Code of Newberg Sections 3.15.010-3.15.170

Chapter 3.15

LOCAL IMPROVEMENT DISTRICTS

Sections:

- [3.15.010](#) Title.
- [3.15.020](#) Definitions.
- [3.15.030](#) Plans and specifications.
- [3.15.040](#) Assessing.
- [3.15.050](#) Resolution.
- [3.15.060](#) Notices to property owners.
- [3.15.070](#) Public hearing and remonstrances.
- [3.15.080](#) Ordinance creating local improvement district.
- [3.15.090](#) Call for bids.
- [3.15.100](#) Assessment ordinance procedures.
- [3.15.110](#) Lien recording – Payments over time or by cash.
- [3.15.120](#) Errors in assessment calculations.
- [3.15.130](#) Authority of city to make reassessment.
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- [3.15.160](#) Abandonment of proceedings.
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3.15.010 Title.

This chapter shall be known as the local improvement district ordinance. [Ord. [2444](#), 6-3-96. Code 2001 § 36.40.]

3.15.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Actual cost” means all direct or indirect costs incurred by the city in order to undertake and complete a capital construction project. “Actual cost” includes, but is not limited to, the costs of labor, materials, supplies, equipment rental, property acquisition, permits, engineering, financing (bond issuance costs), reasonable program delinquencies, return on investment, required fees, insurance, administration, accounting, depreciation, amortization, operation, maintenance, repair or replacement and debt service, including debt service payments or payments into reserve accounts for debt service and payment of amounts necessary to meet debt service coverage requirements.

“Assessment for local improvement” means any fee, charge, or assessment that does not exceed the actual cost of a local improvement incurred by the city.

“Bonded indebtedness” means any formally executed written agreement representing a promise by the city to pay to another specified sum of money, at a specified date(s) at least one year in the future.

“Capital construction” means the construction, modification, replacement, repair, remodeling or renovation of a structure, or addition to a structure, which is expected to have a useful life of more than one year, and includes, but is not limited to:

1. Acquisition of land, or a legal interest in land, in conjunction with a capital construction of a structure.
2. Acquisition, installation of machinery or equipment, furnishings or materials which will become an integral part of a structure.
3. Activities related to the capital construction, such as planning design, acquisition of interim or permanent financing, research, land use and environmental impact studies, acquisition of permits or licenses or services connected with the construction.
4. Acquisition of existing structures, or legal interests in structures, in conjunction with the capital construction.

“Capital improvement” means land, structures, or facilities, as that term is defined in the Oregon Revised Statutes, machinery, equipment or furnishings having a useful life longer than one year.

“City engineer” means the duly appointed official or, if such official does not exist, a designated engineer or firm of engineers, charged with engineering responsibilities.

“Estimated assessment” means:

1. With respect to each property to be assessed in connection with a local improvement, the total assessment that, at the time of giving notice of the assessment and the right to object or remonstrate, the city estimates will be levied against the property following completion of the local improvement. The estimate shall be based on the estimated cost of the local improvement and the proposed formula for apportioning the actual cost to the property.
2. Estimated assessment shall be determined by:
 - a. Excluding the estimated financing costs associated with any bonds issued to accommodate the payment of the assessment in installments; and

b. Including the estimated financing costs associated with interim financing of the local improvement.

“Final assessment” means, with respect to each property to be assessed in connection with a local improvement, the total assessment levied against the property following completion of the local improvement. The total assessment shall be based on the actual cost of the local improvement and the formula for apportioning the actual cost to the property.

“Financing” means all costs necessary or attributable to acquiring and preserving interim or permanent financing of a local improvement.

1. The costs of financing may include the salaries, wages and benefits payable to employees to the extent the same are reasonably allocable to the work or services performed by the employees in connection with the financing of a local improvement or any part of a local improvement. However, as a condition to including of any salaries, wages or benefits payable to employees of the city as financing costs of a local improvement or any part of a local improvement, the city shall establish a record-keeping system to track the actual work done or services performed by each employee on or in connection with such local improvement.

2. Financing costs that are to be incurred after the levy of a final assessment may be included, whether directly in the final assessment or in the interest rate charged on installment payments, based on the city’s reasonable estimate of the financing costs if the city first documents the basis for the estimate and makes the documentation available to interested persons on request.

“Local improvement” means a capital construction project, or part of a capital construction project, undertaken by the city pursuant to the procedure to be followed in making local assessments for the benefits from a local improvement upon the lots which have been benefited by all or part of the improvement:

1. Which provides a special benefit only to specific properties or rectifies a problem caused by specific properties; and
2. The costs of which are assessed against those properties in a single assessment upon the completion of the project; and
3. For which the payment of the assessment plus appropriate interest may be spread over a period of at least 10 years by the property owner; and
4. For which the total of all assessments for the local improvement shall not exceed the actual cost incurred by the city in completing the project; and
5. For which the status of a capital construction project as a local improvement is not affected by the accrual of a general benefit to property other than the property receiving the specific benefit.

“Lot” means lot, block, or parcel of land.

“Manager” means the city manager of the City of Newberg.

“Owner” means the owner of the title to real property or the contract purchaser of real property of record as shown on the last available complete assessment roll in the office of the Yamhill County assessor.

“Property benefited” means all property specially benefited by the improvement, the relative extent of such benefit to be determined by any just and reasonable method of apportionment of the actual cost of the improvement between the properties determined to be specially benefited.

1. Real property may be described by giving the subdivision according to the United States survey when coincident with the boundaries, or by lots, blocks and additional names, or by giving the boundaries of the property by metes and bounds, or by reference to the book and page of any public record of the county where the description may be found, or by designation of a tax lot number, or in any other manner as to cause the description to be capable of being made certain.
2. If the owner of any land is unknown, the land may be assessed to “unknown owner(s).” If the property is correctly described, no final assessment shall be invalidated by a mistake in the name of the owner of the real property assessed or by the omission of the name of the owner or the entry of the name other than that of the true owner. Where the name of the true owner, or the owner of record, of any parcel of real property is given, the final assessment shall not be held invalid on account of any error or irregularity in the description if the description would be sufficient in a deed of conveyance from the owner, or is such that, in a suit to enforce a contract to convey, employing such description, a court of equity would hold it to be good and sufficient.
3. Any description of real property which conforms substantially to the requirements of this section shall be a sufficient description in all proceedings of assessment relating or leading to a final assessment for a local improvement foreclosure and sale of delinquent assessments, and in any other proceedings related to or connected with levying, collecting and enforcing final assessments for special benefits to the property.

“Remonstrance” means a written objection to the formation of a local improvement district.

“Single assessment” means the complete assessment process, including preassessment, assessment or reassessment, for any authorized local improvement which provides the procedure to be followed in making local assessments for benefits from a local improvement upon lots which have been benefited by all or part of the improvement.

“Special benefit only to specific properties” means the same meaning as “special and peculiar benefit” as that term is used in Oregon law.

“Structure” means any temporary or permanent building or improvement to real property of any kind, which is constructed on or attached to real property, whether above, on or beneath the surface. [Ord. [2444](#), 6-3-96. Code 2001 § 36.41.]

Cross-reference: See ORS [223.389](#) as found in ORS [310.140](#)(14).

3.15.030 Plans and specifications.

Whenever the city council shall determine to proceed to make a local improvement to be paid for in full or in part by the property benefited, the city council shall, by motion, direct the city engineer to have a report prepared containing the following information:

- A. A description of the local improvement.
- B. Preliminary plans and outline specifications for the local improvement.
- C. A description of the boundaries of the local improvement.
- D. A just and reasonable method of apportioning the actual cost of the local improvement to the properties benefited.
- E. A list of properties benefited by the local improvement, including the name and address of each owner; the assessed value of each property, adjusted in accordance with Oregon law; and a statement of the amount of outstanding assessments against any property proposed to be assessed by the improvements.
- F. The estimated cost of the improvement, including any legal, administrative and engineering costs attributable to the project.
- G. The estimated share of the estimated cost of the local improvement to be assessed to each property.
- H. The estimated share of the estimated cost of the local improvement to be paid by the city, if any. [Ord. [2444](#), 6-3-96. Code 2001 § 36.42.]

Cross-reference: See ORS [223.389](#) as found in ORS [310.140](#)(14).

3.15.040 Assessing.

The city council shall do the following in assessing the cost of the improvement:

- A. Use a fair and reasonable method for determining the extent of the district boundaries.
- B. Use a fair and reasonable method for apportioning the actual cost or estimated cost of the local improvement among the benefited properties.
- C. Consider payment by the city of all or part of the actual cost or estimated cost of the improvement when, in the opinion of the city council, on account of topographical, physical or other characteristics of the local improvement or expected unusual or excessive use by the general public, payment by the city would be appropriate or when the city council otherwise believes it would be just and reasonable for the city to pay all or part of the cost.
- D. Consider other available means of financing the improvement. In the event other means of financing are used, the city council may, subject to the constraints of the Oregon Constitution and Oregon laws, in its discretion, levy assessments to cover any part of the actual cost of the local

improvement not covered by the alternative means of finance. The use of any available alternative means of financing lies solely within the discretion of the city council.

E. Not give credits for corner lots.

F. Assess unimproved property subject to a maximum depth of 200 feet. [Ord. [2444](#), 6-3-96. Code 2001 § 36.43.]

Cross-reference: See ORS [223.389](#) as found in ORS [310.140](#)(14).

3.15.050 Resolution.

A. After the engineer's report has been filed with the city manager, after the city council has examined the report and found the same to be satisfactory and having found the estimated costs and apportionment to be reasonable and just, and after having found the boundaries of the improvement district to be properly determined, the city council may, by resolution, propose to make the improvement, and to create a local improvement district.

B. The resolution shall state:

1. The boundaries of the local improvement district.
2. The proposed method for apportioning the estimated cost of the local improvement among the benefited properties.
3. The portion of the estimated cost, if any, which the city will pay.
4. That the portion of the estimated cost which is assessed to the properties benefited shall be a charge and lien upon those properties.
5. The time and place for a public hearing before the city council to hear objections and receive remonstrances.
6. Directions to the city engineer to provide a notice of public hearing to the owners of the properties benefited which contains the following:
 - a. A brief and general description of the proposed local improvement and a statement that a more detailed description is set forth in a report on file in the city engineer's office and city manager's office.
 - b. That the city council proposes to create a local improvement district and will be holding a public hearing to hear objectives and receive remonstrances to the local improvement.
 - c. The date, time and place of the public hearing.
 - d. A description of the properties to be benefited, the owners of the properties, the estimated cost of the improvement and the estimated assessment for each property benefited.
 - e. A statement that if, at or before the public hearing, written remonstrances against the local improvement are filed with the city engineer by the owners of at least 60 percent of the property to be

assessed, action on the local improvement shall be suspended for at least six months. [Ord. [2444](#), 6-3-96. Code 2001 § 36.44.]

3.15.060 Notices to property owners.

A. Form of Notice. Any notice required hereunder shall be sent by registered or certified mail or by personal delivery to the owner of each property proposed to be assessed, and shall include the estimated assessment proposed for that property, the date by which time objections shall be filed with the city engineer, and that such objection shall state the grounds for the objection.

B. Delivery of Notice. Whenever a notice is required to be sent to the owner of a lot affected by a proposed assessment, the notice shall be addressed to the owner or the owner's agent. If the address of the owner or the owner's agent is unknown to the city, the notice shall be addressed to the owner or the owner's agent at the city where the property is located. Any mistake, error, omission, or failure with respect to such mailing shall not be jurisdictional or invalidate the assessment proceedings, but there shall be no foreclosure or legal action to collect until notice has been given by personal service upon the property owner, or if personal service cannot be had, then by publication once a week for two successive weeks in a newspaper of general circulation in the city. [Ord. [2444](#), 6-3-96. Code 2001 § 36.45.]

3.15.070 Public hearing and remonstrances.

A public hearing before the city council shall be held at the scheduled date and time and the city council shall hear and consider objections and receive remonstrances to the local improvement. If those persons representing 60 percent or more of the proposed assessment within the district file with the city engineer a written objection or remonstrance against the proposed improvement, the remonstrance shall be a bar to any further proceedings in the making of such improvement for a period of six months, except for a sidewalk or improvement unanimously declared by the city council to be needed at once because of an emergency. [Ord. [2444](#), 6-3-96. Code 2001 § 36.46.]

3.15.080 Ordinance creating local improvement district.

A. Public Hearing. After the public hearing, the city council may create a local improvement district by ordinance. The ordinance shall describe the improvement(s) to be made, the boundary of the district, the estimated assessments against the properties benefited, and shall state that the assessment shall be charges and liens against the properties. The city may enforce collection of the assessments as provided in Oregon law.

B. Adoption Process. In creating the local improvement by ordinance, the city council shall consider the objections or remonstrances made and reasons stated for them. The city council may adopt, correct, modify or revise the proposed assessments or estimated assessments and shall determine the amount or estimated assessment to be charged against each lot within the district, according to the special and peculiar benefits accruing thereto from the improvement and shall by ordinance spread the assessments. The estimated assessment lien shall continue until the time the estimated assessment becomes a final assessment.

C. Plans. The ordinance shall also direct the city engineer to have detailed plans and specifications of the local improvement prepared and that, when appropriate, the city shall invite bids for construction of the local improvement. [Ord. [2444](#), 6-3-96. Code 2001 § 36.47.]

Cross-reference: See ORS [223.866](#).

3.15.090 Call for bids.

A. Work to Be Done. The construction work may be done in whole or in part by the city, by a contractor, or by any other governmental agency, or by any combination of the city, a contractor, or a governmental agency.

B. Low Bids. If all or part of the improvement is to be constructed by a contractor, the city shall call for bids for making the local improvement and award the bid to the lowest responsible bidder.

C. Separate Bids. In the event that more than one local improvement shall be advertised for bids at the same time, all local improvement districts shall be bid separately.

D. Aggregate Bid. The city council shall have the authority to accept the lowest responsible aggregate bid which is in the best interest of the city for all of the local improvement districts bid at the same time, and allocate the proper amount of the total cost to each district separately.

E. City Council Discretion. The city council may reject any or all bids.

F. Rebidding. If no bids are received, or if all bids are rejected, the city council may call for other bids, change the manner in which the local improvement shall be constructed, or abandon the local improvement.

G. Excessive Bids. If the lowest responsible bid exceeds the estimated cost of the local improvement, and if accepted would cause any estimated assessment to increase by more than 20 percent, and if the city council wants to proceed with the local improvement, before proceeding the city council shall revise the estimated assessments, hold another public hearing, after notice to the owners of the benefited properties of the new estimated assessment, and shall proceed as if that was the original public hearing except that new bids need not be solicited.

H. Bond Required. The city council shall require bonding of all contractors for the faithful performance of the contract. All bidders shall be required to submit a certified check or bid bond in an amount equal to five percent of their bid, and the contractor to whom the award is made shall submit a performance bond in the amount of the awarded bid at the time the contract is awarded. All bonds shall be with bonding companies doing business in Oregon and given under Oregon law. Bonds shall incorporate the term of the plans and specifications and must be approved by the city attorney as to form. [Ord. [2444](#), 6-3-96. Code 2001 § 36.48.]

Cross-reference: See ORS [279.380](#).

3.15.100 Assessment ordinance procedures.

A. Initial Assessments. If the city council determines that the local improvement district shall be created, the city council shall provide for the assessment or estimated assessment of the benefited properties, and for the apportionment of the assessment or estimated assessment to the properties benefited by ordinance by one of the following methods:

1. Actual cost of the local improvement; or
2. The estimated cost of the improvement.

B. Notice. The city engineer shall prepare the assessment or estimated assessment for the properties benefited and file it with the appropriate city office. Notice of such assessment or estimated assessment shall be given to each owner of the properties benefited. The notice shall state the amount of the assessment or estimated assessment proposed for that property and set forth the date, time and place for a public hearing before the city council to hear objections to the proposed assessments.

C. Consideration of Proposed Assessment. The city council shall consider objections to the proposed assessments and may correct, modify, or revise the proposed assessments. After determining that the assessments meet the requirements of this chapter, the city council shall by ordinance spread the assessments.

D. Actual Cost. In determining the assessment or estimated assessment for the local improvement the city council shall use the actual cost.

E. Lien. The assessment ordinance shall provide that the assessments or estimated assessments against the benefited properties shall be a lien against the assessed properties and that the city may enforce collection of such assessments as provided by Oregon law.

F. Estimated Cost. If the initial assessment has been made on the basis of estimated assessment, and upon the completion of work the actual cost is found to be greater or less than the estimated cost, the city council shall make an assessment for the actual cost. Proposed revised assessments shall be made; notice to the owners shall be sent; a public hearing for receiving and considering objections shall be held; determination of the assessment against each property benefited shall be made as in the case of the initial assessment; and the revised assessments shall be spread by ordinance. In the event that an estimated assessment which was greater than a revised assessment has been paid, the payor or the payor's assigns or legal representative shall be refunded the difference. [Ord. [2444](#), 6-3-96. Code 2001 § 36.49.]

Cross-reference: See ORS [223.866](#).

3.15.110 Lien recording – Payments over time or by cash.

A. Docket. After the passage of the assessment ordinance, the city manager shall direct to have entered in the docket of city liens a statement of the amount assessed upon each property benefited, together with a description of the improvement, the name of the owner(s) and the date of the assessment ordinance. Upon entry in the lien docket, the amount entered shall become a lien and charge upon the respective lots, parcel of land or portions of the lots or parcels of land which have been assessed. All

assessment liens of the city shall be superior and prior to all other liens or encumbrances on the property insofar as the laws of the State of Oregon permit.

B. Foreclosure. After the expiration of 30 days from the date the assessment ordinance was adopted, the city may proceed to foreclose or enforce collection of the assessment liens in any manner provided for by the laws of the State of Oregon. The city may, at its option, enter a bid for any property being offered at a foreclosure sale, which bid shall be prior to all bids except those made by persons who would be entitled under the laws of the State of Oregon to redeem the property.

C. Final Assessment. After the final assessment has been adopted by the city council, the city shall publish the final assessments once in a newspaper of general circulation within the city and also send a copy by certified mail or deliver it personally to the owners of the properties to be assessed within 10 days after the adoption of the ordinance. The notice shall identify the local improvement for which the assessment is to be made, each lot to be assessed, and the final assessment for each lot. In addition, the notice shall state that the owner shall have the right to apply to the city for payment of the final assessment in installments as provided by this chapter.

D. Time Payments. Within 10 days after notice of final assessment is mailed, the owner of any property to be assessed, at any time, may file a written application at the finance department to pay:

1. The whole of the final assessment in installments; or
2. If part of the final or estimated assessment has been paid, the unpaid balance of the final assessment in installments. Failure to apply for installment payments within 10 days will require full payment of the assessment within 30 days from the date of the entry of the lien in the city docket.

E. Filing Deadline. At the option of the city, an installment application may be filed not more than 10 days after the notice of the final assessment is first published.

F. Waiver. The installment application shall state that the applicant does thereby waive all irregularities or defects, jurisdictional or otherwise, in the proceedings, including the apportionment of the cost of the improvement.

G. Period of Payments. The application shall provide that the applicant agrees to pay the assessment in installments over a period of not less than 10 years nor more than 30 years and according to such terms as the city may provide. The city may provide that the owner of the assessed property may elect to have the final assessment payable over a period of less than 10 years and according to terms determined by the city.

H. Interest. The application shall also provide that the applicant acknowledges and agrees to pay interest at the rate provided by the city. The interest shall be set at an interim rate which shall be applied to the unpaid balance until improvement bonds are sold to finance assessment bonds. Upon sale of bonds, the finance director shall adjust the interest rate to the rate received by the city on the bond issue (expressed as true interest cost). All subsequent payments will be made at the new adjusted rate.

I. Loan Fees. To recover the costs for administering the bond assessment program, applicants will be charged a loan origination fee and billing fee as set by resolution and reviewed periodically by the

finance committee of the city council. Those who initially choose to pay the assessment in full will not be charged these fees.

J. Description of Property. The application shall also contain a description, by lots or blocks, or other convenient description, of the property of the application assessed for the local improvement.

K. Payment Dates. The amount and due date of each installment shall be determined by the city and shall be set forth in the installment application. The first installment, plus accrued interest and fees, shall be due and payable on the date determined by the city and subsequent installments plus accrued interest and fees shall be due and payable on subsequent periodic dates as determined by the city.

L. Delinquent Payments. If the installment payments or the interest or any portion of the interest are not paid within one year of their due date, then the city may pass a resolution:

1. Giving the name of the owner in default;
2. Stating the sum due, both principal and interest, and any unpaid late payment penalties or charges;
3. Containing a description of the property subject to the assessment; and
4. Declaring the whole sum, both principal and interest, immediately due and payable.

M. Collection. The city may then immediately proceed to collect all unpaid amounts owing and enforce collection by any method authorized by law for the collection of delinquent municipal liens. [Ord. [2444](#), 6-3-96. Code 2001 § 36.50.]

Cross-reference: See ORS [311.711](#) for assessment and collection of liens. See also ORS Chapter [319](#) for tax liens in general.

3.15.120 Errors in assessment calculations.

Claimed errors in the calculation of final assessments shall be called to the attention of the city manager prior to any payments on the account. The city manager shall check the calculation and report the findings to the city council. If an error has been made, the city council shall amend the final assessment ordinance to correct the error. Upon the enactment of the amendment, the city manager shall make the necessary correction in the lien docket and shall send by registered or certified mail to the owner a corrected notice of the assessment. [Ord. [2444](#), 6-3-96. Code 2001 § 36.51.]

3.15.130 Authority of city to make reassessment.

Whenever all or part of any assessment for a local improvement was or is declared void or set aside for any reason or its enforcement refused by any court by reason of jurisdictional or other defects in procedure, whether directly or by virtue of any court decision or when the city council is in doubt as to the validity of all or part of any such assessment by reason of such defects in procedure, the city council may by ordinance make a new assessment or reassessment upon the lots which have been benefited by all or part of the improvement to the extent of their respective and proportionate shares of the full value of such benefit. [Ord. [2444](#), 6-3-96. Code 2001 § 36.52.]

3.15.140 Consent or waiving requirement of notice.

The provisions of NMC [3.15.050\(B\)\(6\)](#), insofar as it requires notice to the owners of the properties benefited, shall not apply if the owners of all assessable property within the proposed local improvement district have consented in writing to the local improvement and have waived the requirement for notice in the initial public hearing. [Ord. [2444](#), 6-3-96. Code 2001 § 36.53.]

3.15.150 Assessment of public property benefited by improvements.

A. Whenever all or any part of the cost of a local improvement is to be assessed to the property benefited, benefited property owned by the city, county, school district, park district, state and any other political subdivision shall be assessed in the same manner as private property and the amounts of the assessment shall be paid by the city, school district, county, park district, or state, as the case may be.

B. In the case of property owned by the state, the amount of the assessment shall be certified by the city finance director and filed with the executive department as a claim for reference to the Legislative Assembly in the manner provided by Oregon law unless funds for the payment of the assessment have been otherwise provided by law. [Ord. [2444](#), 6-3-96. Code 2001 § 36.54.]

Cross-reference: See Section 1c of Article IX of the Oregon Constitution pertaining to financing for redevelopment and urban renewal projects.

3.15.160 Abandonment of proceedings.

The city council shall have full authority to abandon and rescind proceedings for a local improvement at any time prior to the final consummation of the proceedings. If liens have been assessed upon any property, they shall be cancelled, and any payments received shall be refunded to the payor, the payor's assigns or legal representatives. [Ord. [2444](#), 6-3-96. Code 2001 § 36.55.]

3.15.170 Curative provision.

No local improvement assessment shall be invalid by reason of a failure to give, in any report, on the proposed assessment ordinance, in the lien docket or elsewhere in the proceedings, the name of the owner of any lot or other parcel of land, or part of any lot or other parcel of land, or the name of any person having a lien upon or interest in such property, or by reason of any error, mistake, delay, omission, irregularity, or other act, jurisdictional or otherwise, in any of the proceedings hereinabove specified, unless it appears that the assessment as made, insofar as it affects the person complaining, is unfair and unjust, and the city council shall have power and authority to remedy and correct all such matters by suitable actions and proceedings. [Ord. [2444](#), 6-3-96. Code 2001 § 36.56.]

APPENDIX C
Waiver of Remonstrance Agreements

3218AD-6800

WAIVER OF RIGHTS TO REMONSTRANCE
STREETS, OR PUBLIC SEWER LINE OR PUBLIC WATER LINE

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Trinity Presbyterian Church of the Orthodox Presbyterian Church, the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

Lots 1+2 of Partition Plat 91-2.

That the said real property is held upon the condition that in the event any streets, or public sewer line or public water line, or any part thereof abutting upon said lots are constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility improvements shall be made and such remonstrance is hereby waived.

The City and Owners agree that the Owners of said real property shall connect to said City public sewer system and pay all construction, connection, and system development charges in accordance with City standards and ordinances at such time as the City's sewer system is constructed to be within 100 feet of the subject property and the City so requests that the owners connect to said system.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, we have executed said document on this 17th day of January, 1991.

OWNERS:

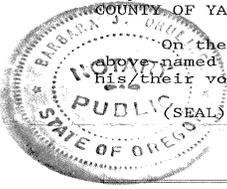
CITY OF NEWBERG:

By: W. Van den Bosch
Trustee

By: David R. Cole
City Manager

By: Lawrence F. Bourland
Trustee

STATE OF OREGON)
City of Newberg) ss.
COUNTY OF YAMHILL)



On the 17 day of January, 1991, personally appeared the above-named individual(s) and acknowledged the foregoing instrument to be his/their voluntary act and deed.

Barbara J. Mulliner
Notary Public for Oregon
My Commission Expires: 6-16-93

Grantor: Trinity Presbyterian Church of the Orthodox Presbyterian Church
1109 N. College
Newberg OR 97132

Grantee: City of Newberg
414 E. First Street
Newberg OR 97132

Return to Grantee after recording
c/o Newberg City Attorney
File No: P-11-90

STATE OF OREGON)
COUNTY OF YAMHILL) ss.

000807

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument # _____
Charles Stern
CHARLES STERN,
COUNTY CLERK

APPENDIX C Waiver of Remonstrance Agreements

3218AD-7000, 7100

E 313 P 0600

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1360

WAIVER OF RIGHTS TO REMONSTRANCE
FOR PUBLIC IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Newberg Open Bible Church, an Oregon Corporation, by James A. Ringseth, President and Garry J. White, Vice-Chair, on behalf of the corporation, the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

See Attached Exhibit A

That the said real property is held upon the condition that in the event N. College Street, future streets, or public utilities, or any part thereof abutting upon said lots are constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility improvements shall be made and such remonstrance is hereby waived.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, we have executed said document on this 18th day of July, 1994.

OWNERS: NEWBERG OPEN BIBLE CHURCH

By: James A. Ringseth
James A. Ringseth
President

By: Garry J. White
Garry J. White
Vice-Chair

STATE OF OREGON)
City of Newberg) ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me this 19th day of July, 1994, by James A. Ringseth, President and Garry J. White, Vice-Chair, of Newberg Open Bible Church, an Oregon corporation, on behalf of the corporation.



Robert H. Murphy
Notary Public for Oregon
My Commission Expires: 10-10-99

CITY OF NEWBERG

ACCEPTED AS TO FORM:

By: Duane R. Cole
Duane R. Cole - City Manager

By: Terrence D. Mahr
Terrence D. Mahr - City Attorney

Grantor: James A. Ringseth/Garry J. White
1605 N. College
Newberg OR 97132
Grantee: City of Newberg
414 E. First Street
Newberg OR 97132

Return to Grantee after recording c/o Newberg City Attorney, File No: V-3-93,DR-13-93

APPENDIX C
Waiver of Remonstrance Agreements

3218AD-7000, 7100

EXHIBIT A
NEWBERG OPEN BIBLE CHURCH

Original 3 Acres

-----The North 192.72 feet of the following described tract of land:
Part of the Oliver J. Walker Donation Land Claim #53, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at an iron pipe set in center of County Road and on the West line of County Survey #2379 at a point 401.34 feet North and 726 feet West of the Quarter post between Sections 17 and 18, said Township and Range; thence North along the center of said County Road 339.40 feet to an iron pipe at Southeast corner of tract conveyed to Peter Hilbert and wife by Deed recorded May 27, 1920 in Book 81, Page 90, Deed Records; thence South 89°28' West along South line of said Peter Hilbert tract 715.35 feet to iron pipe and Southwest corner of said Peter Hilbert tract; thence South 00°31' West 322.90 feet; thence South 89°13' East 718.50 feet to the place of beginning, also being Lot #2 of County Survey NO. 2516½ of County Survey Records of Yamhill County, Oregon.

EXCEPTING therefrom any portion lying within the State Highway.

1 (one) acre Divided from Original 3 acres

Description of 1 acre tract surveyed for Newberg Open Bible Church.

Part of the Oliver J. Walker Donation Land Claim #53 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of Lot #2 of County Survey 2516½ of County Survey Records, being a point in the center of State Highway No. 219, and 740.74 feet North and 726 feet West of the Quarter post between Sections 17 and 18 of said Township and Range; thence S 89°28' W 35 feet to a point on the West margin of said highway, being the true point of beginning, herein; thence S 89°28' W 267.7 feet to an iron rod; thence S 00°19' W 162.72 feet to an iron rod; thence N 89°28' E 267.7 feet to an iron rod on the West margin of said highway; thence N 00°19' E 162.72 feet to said true point of beginning. -----

Addition to 1-acre parcel

THE WEST 145 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Situate, lying and being in Yamhill County, State of Oregon, and being a part of the Donation Land Claim of Oliver J. Walker, Claim No. 53, Notification No. 1706, in Yamhill County, State of Oregon, and the part of said claim herein conveyed being particularly described as follows, to-wit: Beginning at the Southeast corner of that certain tract of land conveyed by True French and Emma C. French, his wife, to Peter Hilbert and Clara Hilbert, his wife, by Deed dated May 25, 1920, and which Deed is now recorded in the Office of the Recorder of Conveyances for Yamhill County, State of Oregon, in Book of Deeds Volume 81, at Page 90; and running thence West along the South line of said tract; so conveyed by True French and wife, to Peter Hilbert and wife, 20 rods; thence North 4 rods; thence East parallel with the South line of the premises herein conveyed, 20 rods; thence South 4 rods to the place of beginning, in Section 18, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon.

APPENDIX C
Waiver of Remonstrance Agreements

3218AD-7000, 7100

RECORD OF SURVEY FOR HEWBERG OPEN BIBLE CHURCH

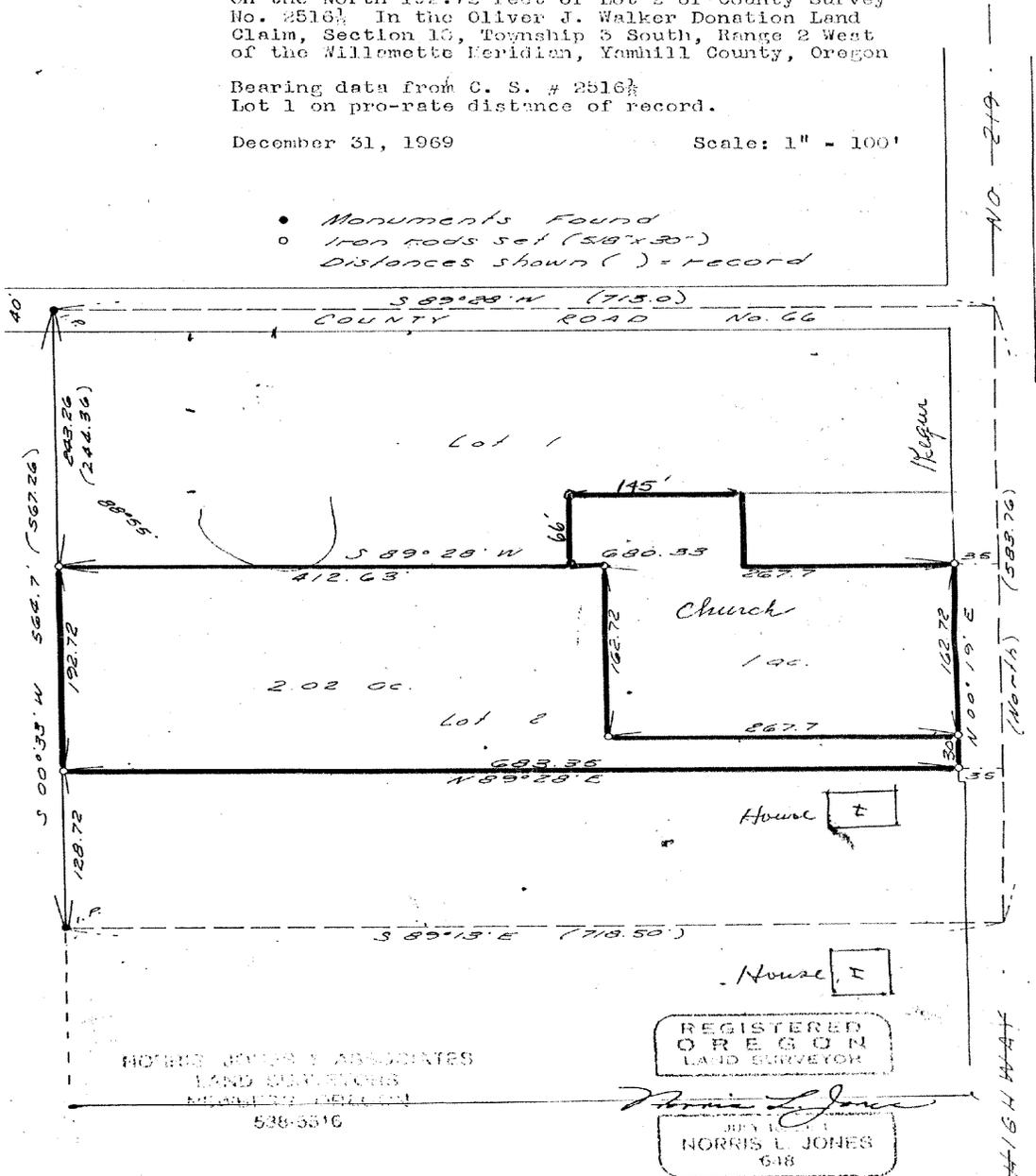
On the North 102.72 feet of Lot 2 of County Survey No. 2516 $\frac{1}{2}$ In the Oliver J. Walker Donation Land Claim, Section 10, Township 3 South, Range 2 West of the Willemette Meridian, Yamhill County, Oregon

Bearing data from C. S. # 2516 $\frac{1}{2}$ Lot 1 on pro-rate distance of record.

December 31, 1969

Scale: 1" = 100'

- Monuments Found
 - Iron rods set (5/8" x 30")
- Distances shown () = record



Recorded in Official Yamhill County Records
 CHARLES STERN, COUNTY CLERK

25.00
 199412404 10:38am 08/04/94
 001 004046 12 06 000200
 1 0 D35 3 15.00 10.00 0.00 0.00 0.00
 0.00

APPENDIX C
Waiver of Remonstrance Agreements

3218AD-7401

WAIVER OF RIGHTS TO REMONSTRANCE
STREETS, FUTURE STREETS, OR PUBLIC UTILITIES
INCLUDING STORM SEWER, SANITARY SEWER AND WATER LINES

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1297

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Assisted Living Facilities, Inc., the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

See Exhibit A attached hereto.

That the said real property is held upon the condition that in the event any streets, future streets, or public utilities, or any part thereof abutting upon said lots are constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility improvements shall be made and such remonstrance is hereby waived.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This Agreement shall constitute a covenant and restriction running with the land and shall be binding upon the undersigned, who are the legal owners of the real property, and shall bind their heirs, assigns and legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of December, 1992.

By: [Signature]
Donald E. Nielsen, President
Assisted Living Facilities, Inc.

STATE OF OREGON)
City of Newberg) ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on the 14 day of December, 1992, by Donald E. Nielsen.



[Signature]
Notary Public for Oregon
My Commission Expires: 10-16-95

CITY OF NEWBERG

ACCEPTED AS TO FORM:

016116

By: [Signature]
Duane R. Cole - City Manager

By: [Signature]
Terrence D. Mahr - City Attorney

Grantor: Assisted Living Facilities, Inc.
Donald E. Nielsen, President
208 SW Stark Suite 400
Portland OR 97204

Grantee: Ret City of Newberg
414 E. First
Newberg OR 97132

STATE OF OREGON)
COUNTY OF YAMHILL) ss.

Return to Grantee after recording c/o Newberg City Attorney, File No: DR-6-91

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument #
[Signature]
CHARLES STERN,
COUNTY CLERK

APPENDIX C
Waiver of Remonstrance Agreements

1992 DEC 23 PM 1:20

F 279P2299

3218AD-7401

EXHIBIT A

LEGAL DESCRIPTION

Being a tract of land located in the Oliver Walker Donation Land Claim in the East 1/2 of Section 18, Township 3 South, Range 2 West, Willamette Meridian in Yamhill County, Oregon, and being more particularly described as follows:

COMMENCING from a 5/8 inch iron rod on the South line of said Walker Donation Land Claim that is North 89°17'58" East 726.72 from a 5/8 inch iron rod at the Southwest corner of said Walker Donation Land Claim; thence North 89°17'58" East 687.94 feet to a 5/8 inch iron rod on the West right-of-way line of Hillsboro - Silverton Highway (O.S.H. 219) being 35.00 feet Westerly of the centerline and the beginning of a non-tangent 1874.86 foot radius curve to the left having a central angle 3°08'56", a chord bearing of North 01°34'28" East, and a chord distance of 103.02 feet; thence along said non-tangent curve to the left and West right-of-way line of Hillsboro - Silverton Highway (O.S.H. 219) 103.04 feet to a 5/8 inch iron rod; thence continuing along said right-of-way line North 00°00'00" East 166.06 feet to a 5/8 inch iron rod being the point of beginning of this described tract; thence leaving said right-of-way line South 89°17'58" West 245.00 feet to a 5/8 inch iron rod; thence North 00°00'00" East, parallel to the West line of said O.S.H. 219 right-of-way, 293.46 feet to 5/8 inch iron rod; thence South 89°14'40" East 245.00 feet to a 1 inch iron pipe in the West right-of-way line of said O.S.H. 219; thence South 00°00'00" West 287.23 feet to the point of beginning.

1992 DEC 23 PM 1:20

F 27 9P 2300

APPENDIX C

Waiver of Remonstrance Agreements

3218AD-7621, 7633, 7634 (Jaquith Park Estates)

ISSI OCT -4 PM 1:46

F 2 6 0 P 0 5 4 2

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1264

WAIVER OF RIGHTS TO REMONSTRANCE FOR STREET IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and **Cypress Ventures, Inc.** the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

Description of real property as in Exhibit "A" which is hereby attached and by this reference incorporated.

The City and Owners agree that the above-described real property is held and shall be transferred, sold, and conveyed upon the condition that in the event any street or future street, or any part thereof abutting upon said property or lots created therefrom, or improved and/or paved in accordance with the practices and procedures of the City, no remonstrances to said proposed improvements shall be made and such right to remonstrate is hereby waived.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

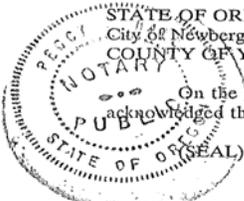
IN WITNESS WHEREOF, we have executed said document on this 4th day of September 1991.

OWNERS:

By: Cypress Ventures Inc.
By: Lowell W. Morse, President

CITY OF NEWBERG:

By: [Signature]
City Manager



STATE OF OREGON)
City of Newberg) ss.
COUNTY OF YAMHILL)

On the 4th day of September, 1991, personally appeared the above-named individual(s) and acknowledged the foregoing instrument to be his/their voluntary act and deed.

Rogan R. Harco
Notary Public for Oregon
My Commission Expires: 11-21-93

Grantor:
Cypress Ventures, Inc.
9781 Blue Larkspur Lane Suite 3
Monterey CA 93940
Grantee: City of Newberg
414 E. First Street
Newberg OR 97132

Return to Grantee after recording
c/o Newberg City Attorney
File No: CPA-3-91

STATE OF OREGON)
COUNTY OF Clackamas) ss.
September 04, 1991

Personally appeared Lowell W. Morse and
who being duly sworn, ~~did say that the former is the~~
~~President and the latter is the Secretary of the~~
Cypress Ventures, Inc.
a corporation, and that said instrument was signed in behalf of
said corporation by authority of its board of directors; and each of
then acknowledged said instrument to be its voluntary act and
deed.

Before me, Jennelle N. Zornado
JENNELLE N. ZORNADO
Notary Public for Oregon
My Commission Expires 6-21-94

APPENDIX C
Waiver of Remonstrance Agreements

3218DB-2300, 2600, 2402, 2403

3218DB - 2300

WAIVER OF RIGHTS TO REMONSTRANCE TO LAND USE

KNOW ALL MEN BY THESE PRESENTS, that R. P. Grahn, Inc., an Oregon corporation, and Roger P. Grahn, the owners of the real property herein described and hereinafter referred to as "Owners", make the following agreement. The real property which is located in Yamhill County, Oregon is more fully described as follows:

Parcels 2 & 3 of Partition Plat 95-89 Record of Plats for Yamhill Co., Oregon AND

Tax Lots 2300 & 2600, 3218DB (aka 735 N College, Newberg, OR)

The Owners agree that the above-described real property is held and shall be transferred, sold, and conveyed upon the condition that no remonstrance may be made against the other owner to any land use action undertaken by either party with respect to zoning, land use or construction of improvements.

This agreement shall be effective for 20 years from date of recording, and shall be binding upon all heirs or assigns.

Each Owner shall be individually and solely responsible for any costs incurred as a result of any action undertaken.

In Witness hereof we have executed this document on this 28th day of June, 1996.

by [Signature] PRES. R. P. GRAHN, INC.

by [Signature] ROGER P. GRAHN

STATE OF OREGON County of Yamhill

This instrument was acknowledged before me on this 28th day of June, 1996, by R. P. Grahn, Inc. and Roger P. Grahn.

*Roger P. Grahn as President of

[Signature] Notary Public for Oregon My Commission Expires: 5/6/97



R. P. Grahn 23287 LaSalle Lane Sherwood, OR 97140

Recorded in Yamhill County, Oregon CHARLES STERN, COUNTY CLERK 15.00

199610627 11:45am 07/03/96 001 032216 09 05 000200 1 0 035 1 5.00 10.00 0.00 0.00 0.00 0.00

APPENDIX C Waiver of Remonstrance Agreements

3218DB-2402, 2403

NORTHEAST CORNER OF THE DANIEL D. DESKIN DONATION LAND CLAIM NO. 84, BRASS DISC IN MONUMENT BOX

PARTITION PLAY NO. 95-89

IN THE DANIEL D. DESKIN DONATION LAND CLAIM NO. 84, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE WILLAMETTE MERIDIAN, CITY OF HENBERG, YAMHILL COUNTY, OREGON.

SCALE: 1"=50'

8 NOVEMBER 1988

- FOUND 1/2" IRON PIPE SET FLUSH UNLESS NOTED
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "SURVEY PLS 1042" SET FLUSH TO GROUND
- ✕ FOUND MONUMENTS AS NOTED

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS, THAT CLIFFORD O. WILHELMSON IS THE OWNER OF THE LANDS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND DEPICTED ON THE ANNEXED MAP AND THAT HE HAS CAUSED THE SAME TO BE PARTITIONED AND PLATTED INTO PARCELS AS DEPICTED ON THE ANNEXED MAP. HE ALSO DEDICATED 30 FEET FROM THE CENTERLINE OF NORTH MAIN STREET FOR ROADWAY PURPOSES AND ALL EASEMENTS SHOWN TO THE PUBLIC FOR PUBLIC USE. THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

Clifford O. Wilhelmson
CLIFFORD O. WILHELMSON

ACKNOWLEDGEMENT:

STATE OF OREGON } S.D.
COUNTY OF YAMHILL }

THIS IS TO CERTIFY THAT ON THIS 10th DAY OF Nov, 1988 BEFORE ME APPEARED CLIFFORD O. WILHELMSON WHO AFTER BEING DULY SWORN DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS EXECUTED FREELY AND VOLUNTARILY.

Carroll Summers



F.V. 300, PAGE 0020

APPROVALS:

APPROVED THIS 26th DAY OF Dec, 1988.
CITY OF HENBERG COMMUNITY DEVELOPMENT DIRECTOR

BY: *[Signature]*

APPROVED THIS 18th DAY OF Dec, 1988.
CITY OF HENBERG SURVEYOR

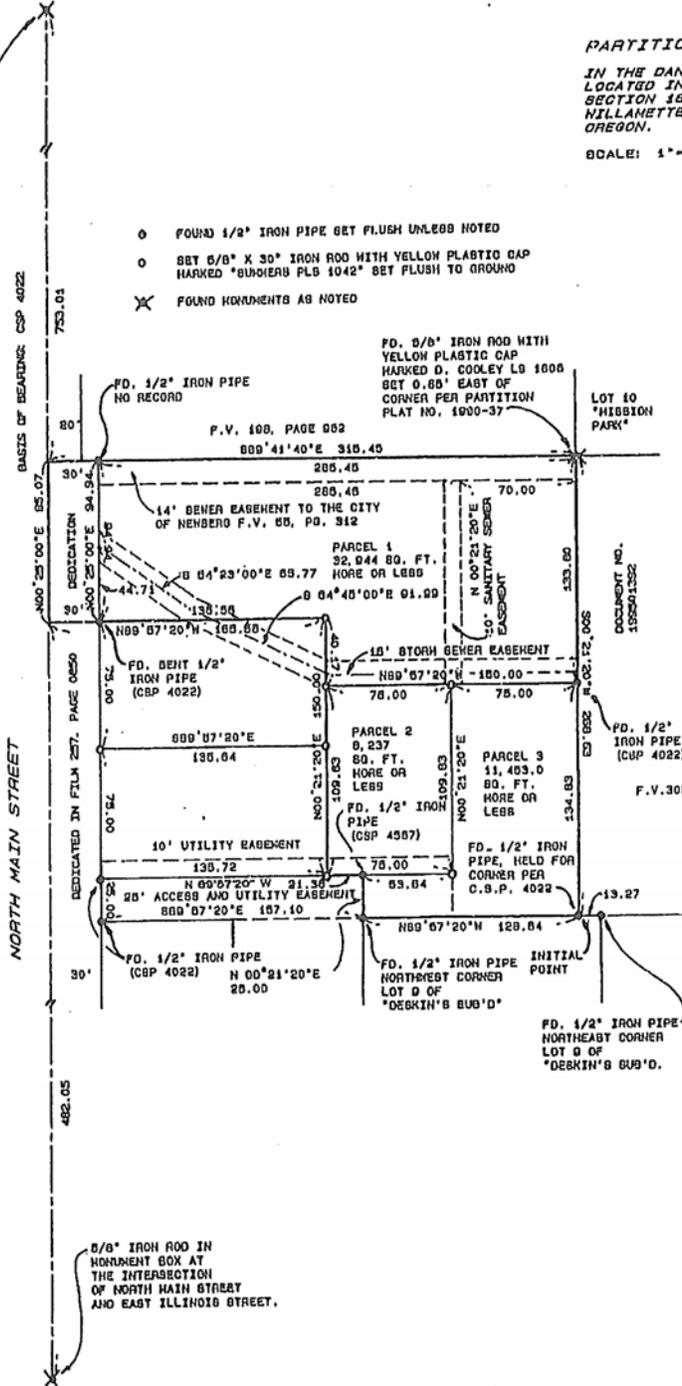
BY: *[Signature]*

APPROVED THIS 24th DAY OF Dec, 1988.
CITY OF HENBERG RECORDER

BY: *[Signature]*

PURSUANT TO O.R.S. 82.008, TAXES HAVE BEEN PAID OR BOND POSTED TO THE DATE OF June 29, 1990

Julia Skinsby-Ellenwater 12-26-95
YAMHILL COUNTY TAX COLLECTOR



APPENDIX C

Waiver of Remonstrance Agreements