

**AGENDA**  
**Aurora City Council Meeting**  
Tuesday, October 14, 2014, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**1. Call to Order of the City Council Meeting**

**2. City Recorder Calls Roll**

**Mayor Graupp**  
**Councilor Sallee**  
**Councilor Brotherton**  
**Councilor Sahlin**  
**Councilor Vlcek**

**3. Consent Agenda**

- I. City Council Meeting Minutes – September 09, 2014
- II. Planning Commission Meeting Minutes –September 2014
- III. Historic Review Board Minutes –August 2014

**Correspondence**

**I. Thank you Letter for Dorothy Ross Scholarship Recipient 2014**

**4. Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

**5. Mayor's Report**

- Various Discussion Points/Topics

**6. Discussion with Parks Committee**

**7. Discussion with Traffic Safety Commission**

**8. Reports**

**A. Marion County Deputy Report – (not included in your packet)**

**B. Finance Officer's Report – Financials** (included in your packets)

1. Revenue & Expense Report

**C. Public Works Department's Report** – ( not included in your packet)

1. Monthly Status Report (Storm Water)
2. Monthly Status Report (Water)
3. Parks Report, OSU Tree Report
4. Sewer Dept Report

**D. City Recorder's Report** (included in your packet)

**E. City Attorney's Report** – (not Included in your packet)

- Updates on outstanding projects

**9. Ordinances and Resolutions & Proclamations**

- A. Discussion and or Action on First Reading of Ordinance Number 477 An Ordinance Providing for a Cross Connection Program and repealing Ordinance Number 387.

**10. New Business**

- A. Discussion and or Action on Ordinance Number 477 An Ordinance to Change the Current Cross Connection Program.

**11. Old Business**

- A. Discussion and or Action on Proposal from Verizon Wireless

**12. Adjourn**

**Minutes**  
**Aurora City Council Meeting**  
Tuesday, September 12, 2014, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

STAFF PRESENT: Mary Lambert, Finance  
Darrel Lockard, Public Works Superintendent  
Dennis Koho, City Attorney  
Pete Marcellais, Marion County Deputy

STAFF ABSENT: Kelly Richardson, City Recorder

VISITORS PRESENT: Yvonne Ruade King, Aurora  
Antonia Cam, Canby  
John Berard, Aurora  
Joseph Schaefer, Aurora

1. Call to Order of the City Council Meeting

The meeting was called to order by Mayor Bill Graupp at 7:00 p.m.

2. Mayor does roll call

Mayor Graupp – present  
Councilor Sallee- present  
Councilor Brotherton -present  
Councilor Sahlin – present  
Councilor Vlcek – absent

**3. Consent Agenda**

- I. City Council Meeting Minutes – August 12, 2014, Councilor Brotherton points out two typos- Newcomber should be Newcomer and West Lynn should be West Linn. He also requested that the paragraph on pg 2 during Mayor’s report regarding Keizer be clearer.
- II. Planning Commission Meeting Minutes –August 2014
- III. Historic Review Board Minutes –June & July 2014

**Correspondence**

I.

Motion to approve the consent agenda with changes as stated was made by Councilor Sallee and is seconded by Councilor Brotherton. Motion Approved by all.

**4. Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

Antonia Cam, addresses the council regarding the email she sent involving the new construction house located at 20836 Yukon Street and the current deck violations. Mayor Graupp informs Cam that the council is waiting on a final staff report from the City Planner and believes the grade of land would be set at time of construction. City Attorney Koho informs council that this could be a quasi-judicial hearing and that it should not be deliberated at this time.

**5. Public Hearing Opens at 7:11 pm**

**A. Discussion and or Action on LA-14-2 Recommendation from Staff and Planning Commission regarding Text Amendment in Commercial Zone.** Chairman Schaefer of the Planning Commission reads/explains the Planners staff report as inserted below;

# Memorandum

## MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

105 HIGH STREET S. E. SALEM, OREGON 97301-3667  
TELEPHONE: (503)588-6177 FAX: (503)588-6094

TO: Aurora City Council  
FROM: Renata Wakeley, City Planner  
RE: Legislative Amendment 2014-02 (LA-14-02)  
DATE: September 3, 2014 for presentation at September 9, 2014 hearing

### REQUESTED ACTION

The City Council's options for taking action on Legislative Amendment 14-02 include the following:

- A. Adopt the findings in the staff report and adopt Legislative Amendment 14-02:
  - 1. As presented by staff; or
  - 2. As amended by the City Council (stating revisions).
- B. Recommend that no action be taking on Legislative Amendment 14-02.
- C. Continue the public hearing:

1. To a time certain, or
2. Indefinitely.

## BACKGROUND

The Planning Commission and staff have received several solicitations and interest in allow for greater allowances of manufacturing and processing space related to fronting *retail* businesses in the commercial zone, *outside* of the historic district. The proposed revision allows greater allowances for processing of related retail goods, when a commercially zoned property does not abut a residential zone, in order to provide greater flexibility and production of retail goods while also preserving the intent of the commercial zone.

The following section of the Aurora Municipal Code (AMC) is proposed for amendment:

- 16.14 Commercial

Legislative Amendment 14-02 includes the adoption of the draft code amendments to the Aurora Municipal Code. The revisions are attached in a **bold** and ~~striketrough~~ format for review purposes (see Exhibit A).

## FINDING OF FACT AND CONCLUSIONS

The Aurora Planning Commission, after careful consideration of the testimony and evidence in the record, adopted the following Findings of Fact and Conclusions and recommended the City Council do the same:

1. In accordance with the post-acknowledgement plan amendment process set forth in Oregon Revised Statute 197.610(1), the City Planner submitted the draft proposed amendments to the Oregon Department of Land Conservation and Development on July 15, 2014, which was 49-days prior to the first evidentiary hearing on September 2, 2014.
2. Amendments to the Code, Comprehensive Plan, and/or Maps are considered Legislative Amendments subject to 16.80.20. Legislative Amendments shall be made in accordance with the procedures and standards set forth in AMC 16.74-Procedures for Decision Making-Legislative. A legislative application may be approved or denied.
3. AMC 16.74.030 outlines notice requirements. At least ten days prior to the first public hearing, the City published notice in a newspaper of general circulation- Canby Herald on August 20, 2014.
4. Proposed amendments for consideration of legislative changes to the provisions of the Comprehensive Plan, implementing ordinances and maps are a legislative action, not a quasi-judicial action. Section 16.74 calls for amendments to the Development Code to be processed as a recommendation by the Planning Commission and the decision by the City Council.

5. AMC 16.74.060 includes the standards for decision of Legislative Amendments as outlined under FINDINGS below.
6. The Planning Commission reviewed the proposed legislative amendments at a September 2, 2014 public hearing. The City Council has also schedule a public hearing for September 9, 2014 to review the proposed legislative amendment.

## FINDINGS

A. The recommendation by the Planning Commission and the decision by the City Council shall be based on consideration of the following factors:

1. Any applicable statewide planning goals and guidelines adopted under Oregon Revised Statutes (ORS) Chapter 197;

**FINDINGS: Goal 1, Citizen Involvement:** A public hearing on the proposed amendments was held before the Planning Commission on September 2, 2014 and a second hearing will be held by the City Council on September 9, 2014. Notice was posted at City Hall and published in the Canby Herald. The staff report was available for review one week prior to the Planning Commission and City Council hearings. This is consistent with City procedures. Staff finds Goal 1 is met.

**Goal 2, Land Use Planning:** The proposal does not involve exceptions to the Statewide Goals. Adoption actions are consistent with the acknowledged AMC for process. Goal 2 generally supports clear and thorough local procedures. Staff finds Goal 2 is met.

**Goal 3, Agricultural Lands; Goal 4, Forest lands; and Goal 5, Open Spaces and Historic Areas** are not found to be applicable **Goal 6, Air, Water and Land Resource Quality:** Goal 6 is not applicable. The proposal does not address Goal 6 resources. **Goal 7, Natural Hazards:** Goal 7 is not applicable. The proposal does not address Goal 7 resources. **Goal 8, Recreational Needs:** Goal 8 is not applicable. The proposal does not address Goal 8 resources.

**Goal 9, Economic Development:** The draft code amendments respond to a need identified within the business community. The proposed code amendments are not found to deter employment or business opportunities but rather to allow for greater economic uses of commercially zoned properties without hindering the intent of the commercial, retail zone. Staff finds Goal 9 is met.

**Goal 10, Housing:** Goal 10 is not applicable. The proposal does not address Goal 10 issues. **Goal 11, Public Facilities and Services:** Goal 11 is not applicable. The proposal does not address Goal 11 issues.

**Goal 12, Transportation** is not found to be applicable. **Goal 13, Energy Conservation:** Goal 13 is not applicable. The proposal does not address Goal 13 resources. **Goal 14, Urbanization:** Goal 14 is not applicable. The proposal does not address Goal 14 issues.

ORS 197 does not include specific notice requirements for legislative processes but the City met all notice requirements under AMC for Legislative Amendments. ORS 227.186, more commonly known as Measure 56 notice, does not apply as the proposed amendments do not reduce permissible uses of properties in the affected zones.

2. Any federal or state statutes or rules found applicable;

FINDINGS: Staff finds the adoption actions are consistent with Oregon Revised Statute 197.610(1) for notice to the Department of Land Conservation and Development. Measure 56 notice was not required as the proposed amendments do not reduce permissible uses on commercial lands. Staff finds this criterion is met.

3. The applicable comprehensive plan policies and map; and

The following Comprehensive Plan Goals and associated policies were found to be applicable to this application:

*Goal 1- Citizen Participation: Develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

FINDINGS: A public hearing on the proposed amendments was held before the Planning Commission on September 2, 2014 and a second hearing will be held by the City Council on September 9, 2014. Notice was posted at City Hall and published in the Canby Herald. The staff report was available for review one week prior to the Planning Commission and City Council hearings. This is consistent with City procedures. Staff finds this condition is met.

*Goal 2- Planning Process: Establish a land use planning process and policy framework document (comprehensive plan) as a basis for all decisions and actions related to use of land and ensure an adequate factual base for such activities.*

FINDINGS: Adoption actions are consistent with the acknowledged AMC. Staff finds this condition is met.

*Goal 9- Economic Policies*

3. *Foster commercial and industrial activities to meet the expressed needs of City residents.*

FINDINGS: The draft code amendments respond to a need identified within the business community. The proposed code amendments are not found to deter employment or business

opportunities but rather to support commercial activities and increased economic opportunities. Staff finds this condition is met.

2. The applicable provisions of the implementing ordinances.

FINDINGS: The Commercial zone is stated as intended to provide areas for retail and service commercial uses. Manufacturing and processing are already a permitted use related to retail. The Planning Commission recommends expanding space allowance for processing of retail goods, *related to retail sales*, in order to increase production and economic viability for retail uses. Staff finds the proposed code amendments can be established in compliance with the development requirements of the Aurora Municipal Code.

- B. Consideration may also be given to proof of a substantial change in circumstances, a mistake, or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

FINDINGS: Staff does not find a change in circumstance, mistake or inconsistency in the comprehensive plan or implementing ordinances. This criterion does not apply.

EXHIBIT A- Aurora Municipal Code (AMC) section 16.14 for the Commercial zone

**Motion to adopt LA-14-2 as recommended by staff is made by Councilor Sahlin and is seconded by Councilor Sallee. 4-0 motion passes.**

**6. Mayor's Report, Mayor Graupp**

- Various Discussion Points/Topics
- Explains the SHPO presentation
- Wilsonville Chamber of Commerce is now including information for the surrounding area including Aurora, the Aurora State Airport and Hubbard. He would like to suggest a name change to reflect the more widespread area now covered.

It is the consensus of the Council to have Mayor Graupp draft a letter to the Wilsonville Chamber of Commerce in support of a more inclusive name change.

- At the School Board meeting it was suggested the security officer be armed. The council would like to have Deputy Marcellais offer his opinion on this subject.

7. **Discussion with Parks Committee**, There is a brief discussion regarding trees. Mayor Graupp and Darrel Lockard met with Mike Bruno Tree Care regarding 4 trees with fungus. They also asked for an estimate for removing 9 trees covering the walkway and to trim up the 2 trees in front of the Amphitheater. Also, an OSU student is volunteering to come up with a report and management plan for the park tree stand.

8. **Discussion with Traffic Safety Commission**, Officer Marcellais reported approximately 57 thousand cars coming into town via Ehlen and Airport Rd per the counter on the radar trailer. Mayor Graupp requests that stop lines at all 3 and 4 way stops be repainted or added and asked Public Works to get an estimate.

9. **Reports**

**A. Marion County Deputy Report – (not included in your packet)**

- There have been some thefts from porches of businesses with outside displays.
- A former reserve officer had been stopped by a Marion County Deputy and they produced an Aurora PD ID card.

Discussion regarding thefts - Mayor Graupp stated that we may need to revisit what the code language is because many of these businesses rely heavily on outside display for their success. It is suggested that we allow the businesses to offer some kind of alternative regarding displays before the council makes any decisions.

**B. Finance Officer's Report – Financials ( included in your packets)**

1. Revenue & Expense Report

- Brief discussion regarding increased spending in public works to stock up on parts.

No more questions from Council.

**C. Public Works Department's Report – (included in your packet)**

1. Monthly Status Report (Storm Water)

2. Monthly Status Report (Water)

3. Parks Report, OSU Tree Report

4. Sewer Dept Report

- Councilor Sallee asks if the speed bumps to divert water on Bob's and Sayer have been put in - not as of yet
- Councilor Sallee asks about the storm water master plan - is it complete? Bob Southard is going to teach Mayor Graupp how to retrieve the data.
- We may need to visit our code regarding tree height along sidewalks and roadways because some are hanging too low.
- Still working on light pole at Albers Way.

**D. City Recorder's Report (included in your packet)**

- Election filings done and complete
- Working with HD Supply regarding new equipment for handheld and wand.

**E. City Attorney's Report – (not Included in your packet)**

- Nothing on Orchard view HOA. Discussion will continue at next month's meeting.

10. **Ordinances and Resolutions & Proclamations**

- A. Discussion and or Action on Resolution Number 692, Resolution to Begin Foreclosure on 21520 Main Street Rodger Eddy Property.

A motion is made to approve Resolution Number 692 by Councilor Sahlin and is seconded by Councilor Brotherton. Passed by All.

Brief discussion and questions regarding this:

- Councilor Sallee asks if fines will continue to accrue. Dennis responds technically, yes, however they already exceed the amount of the property at this point;
- The fines total approximately \$180,000 which Mr. Eddy is responsible for;
- It takes about 1 year to complete the foreclosure process;
- Estimates \$50,000 to clean up the lot.

**11. New Business**

A. Discussion and or Action regarding Back Flow devices.

- There is a brief discussion. Mayor Graupp informs the group that Mary Howell with BMI has presented a draft Ordinance requiring customers to install and maintain a backflow device when any sprinkler system is installed.
- We will discuss next month when ORD is on the agenda.

**12. Old Business**

A. NA

**13. Adjourn**

Mayor Graupp adjourns the September 09, 2014 Council meeting at 8:14 pm.

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Bill Graupp, Mayor

ATTEST:

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Mary Lambert, Finance Officer

**Minutes**  
**Aurora Planning Commission Meeting**  
Tuesday, September 02, 2014 at 7:00 P.M.  
Aurora Commons Room, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**STAFF PRESENT:** Kelly Richardson, City Recorder  
Renata Wakeley, City Planner

**STAFF ABSENT:**

**VISITORS PRESENT:**

**1. Call to Order of Planning Commission Meeting**

The meeting was called to order by Planning Chair Joseph Schaefer at 7:01 p.m.

**2. City Recorder Did Roll Call**

Chairman, Schaefer -	Present
Commissioner, Willman	Present
Commissioner, Gibson	Present
Commissioner, Graham	Present
Commissioner, Fawcett	Present
Commissioner, Weidman	Absent
Commissioner, Rhoden-Feely	Absent

**3. Consent Agenda**

**Minutes**

- I. Aurora Planning Commission Meeting –August 05, 2014
- II. City Council Minutes – July, 2014
- III. Historic Review Board Minutes

A motion is made by Commissioner Graham to approve the consent agenda as presented and seconded by Commissioner Gibson. Motion Approved by all.

**Correspondence**

- I. Marion County Community Services' Economic Development Oregon Lottery Grants program information.

**4. Visitor**

Anyone wishing to address the Planning Commission concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Planning Commission could look into the matter and provide some response in the future.

**No one spoke during this section**

**5. Public Hearing, Opened at 7:04 pm**

**A. Discussion and or Action on Legislative Amendment 14-02**

Chair Scheafer declares that he owns a small 3,000 foot lot along 99E however no development has occurred as of yet.

No questions regarding this.

**Staff Report,**

# Memorandum

## MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

105 HIGH STREET S. E. SALEM, OREGON 97301-3667  
TELEPHONE: (503)588-6177 FAX: (503)588-6094

TO: Aurora Planning Commission  
FROM: Renata Wakeley, City Planner  
RE: Legislative Amendment 2014-02 (LA-14-02)  
DATE: August 26, 2014 for presentation at September 2, 2014 hearing

### REQUESTED ACTION

The Planning Commission's options for taking action on Legislative Amendment 14-02 include the following:

- A. Adopt the findings in the staff report and recommend that the City Council adopt Legislative Amendment 14-02:
  1. As presented by staff; or
  2. As amended by the Planning Commission (stating revisions).
- B. Recommend that the City Council take no action on Legislative Amendment 14-02.
- C. Continue the public hearing:
  1. To a time certain, or
  2. Indefinitely.

### BACKGROUND

The Planning Commission has received several solicitations to allow for greater allowances of manufacturing and processing space related to fronting retail businesses in the commercial zone, outside of the historic district. The proposed revision allows for greater allowances for processing of related retail goods, when a commercially zoned property does not abut a residential zone, in order to provide greater flexibility and production of retail goods while also preserving the intent of the commercial zone.

The following section of the Aurora Municipal Code (AMC) is proposed for amendment:

- 16.14 Commercial

Legislative Amendment 14-02 includes the adoption of the draft code amendments to the Aurora Municipal Code. The revisions are attached in a **bold** and ~~striketrough~~ format for review purposes (see Exhibit A).

### FINDING OF FACT AND CONCLUSIONS

The Aurora Planning Commission, after careful consideration of the testimony and evidence in the record, adopts the following Findings of Fact and Conclusions:

1. In accordance with the post-acknowledgement plan amendment process set forth in Oregon Revised Statute 197.610(1), the City Planner submitted the draft proposed amendments to the Oregon Department of Land Conservation and Development on July 15, 2014, which was 49-days prior to the first evidentiary hearing on September 2, 2014.
2. Amendments to the Code, Comprehensive Plan, and/or Maps are considered Legislative Amendments subject to 16.80.20. Legislative Amendments shall be made in accordance with the procedures and standards set forth in AMC 16.74-Procedures for Decision Making-Legislative. A legislative application may be approved or denied.
3. AMC 16.74.030 outlines notice requirements. At least ten days prior to the first public hearing, the City published notice in a newspaper of general circulation- Canby Herald on August 20, 2014.
4. Proposed amendments for consideration of legislative changes to the provisions of the Comprehensive Plan, implementing ordinances and maps are a legislative action, not a quasi-judicial action. Section 16.74 calls for amendments to the Development Code to be processed as a recommendation by the Planning Commission and the decision by the City Council.
5. AMC 16.74.060 includes the standards for decision of Legislative Amendments as outlined under FINDINGS below.
6. The Planning Commission will review the proposed legislative amendments at a September 2, 2014 public hearing.

### FINDINGS

A. The recommendation by the planning commission and the decision by the council shall be based on consideration of the following factors:

1. Any applicable statewide planning goals and guidelines adopted under Oregon Revised Statutes (ORS) Chapter 197;

**FINDINGS: Goal 1, Citizen Involvement:** A public hearing on the proposed amendments was held before the Planning Commission on September 2, 2014 and a second hearing will be held by the City Council on September 9, 2014. Notice was posted at City Hall and published in the Canby Herald. The staff report was available for review one week prior to the Planning Commission and City Council hearings. This is consistent with City procedures. Staff finds Goal 1 is met.

**Goal 2, Land Use Planning:** The proposal does not involve exceptions to the Statewide Goals. Adoption actions are consistent with the acknowledged AMC for process. Goal 2 generally supports clear and thorough local procedures. Staff finds Goal 2 is met.

**Goal 3, Agricultural Lands; Goal 4, Forest lands; and Goal 5, Open Spaces and Historic Areas** are not found to be applicable **Goal 6, Air, Water and Land Resource Quality:** Goal 6 is not applicable. The proposal does not address Goal 6 resources. **Goal 7, Natural Hazards:** Goal 7 is not applicable. The proposal does not address Goal 7 resources. **Goal 8, Recreational Needs:** Goal 8 is not applicable. The proposal does not address Goal 8 resources.

Goal 9, Economic Development: The draft code amendments respond to a need identified within the business community. The proposed code amendments are not found to deter employment or business opportunities but rather to allow for greater economic uses of commercially zoned properties without hindering the intent of the commercial, retail zone. Staff finds Goal 9 is met.

Goal 10, Housing: Goal 10 is not applicable. The proposal does not address Goal 10 issues. Goal 11, Public Facilities and Services: Goal 11 is not applicable. The proposal does not address Goal 11 issues.

Goal 12, Transportation is not found to be applicable. Goal 13, Energy Conservation: Goal 13 is not applicable. The proposal does not address Goal 13 resources. Goal 14, Urbanization: Goal 14 is not applicable. The proposal does not address Goal 14 issues.

ORS 197 does not include specific notice requirements for legislative processes but the City met all notice requirements under AMC for Legislative Amendments. ORS 227.186, more commonly known as Measure 56 notice, does not apply as the proposed amendments do not reduce permissible uses of properties in the affected zones.

2. Any federal or state statutes or rules found applicable;

FINDINGS: Staff finds the adoption actions are consistent with Oregon Revised Statute 197.610(1) for notice to the Department of Land Conservation and Development. Measure 56 notice was not required as the proposed amendments do not reduce permissible uses on commercial lands. Staff finds this criterion is met.

3. The applicable comprehensive plan policies and map; and

The following Comprehensive Plan Goals and associated policies were found to be applicable to this application:

*Goal 1- Citizen Participation: Develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

FINDINGS: A public hearing on the proposed amendments was held before the Planning Commission on September 2, 2014 and a second hearing will be held by the City Council on September 9, 2014. Notice was posted at City Hall and published in the Canby Herald. The staff report was available for review one week prior to the planning commission hearing. This is consistent with City procedures. Staff finds this condition is met.

*Goal 2- Planning Process: Establish a land use planning process and policy framework document (comprehensive plan) as a basis for all decisions and actions related to use of land and ensure an adequate factual base for such activities.*

FINDINGS: Adoption actions are consistent with the acknowledged AMC. Staff finds this condition is met.

*Goal 9- Economic Policies*

3. *Foster commercial and industrial activities to meet the expressed needs of City residents.*

FINDINGS: The draft code amendments respond to a need identified within the business community. The proposed code amendments are not found to deter employment or business opportunities but rather to support commercial activities and increased economic opportunities. Staff finds this condition is met.

2. The applicable provisions of the implementing ordinances.

FINDINGS: The Commercial zone is stated as intended to provide areas for retail and service commercial uses. Manufacturing and processing are already a permitted use related to retail. The Planning Commission seeks to expand space allowance for processing of retail goods, related to retail sales, in order to increase production and economic viability for retail uses. Staff finds the proposed code amendments can be established in compliance with the development requirements of the Aurora Municipal Code.

- B. Consideration may also be given to proof of a substantial change in circumstances, a mistake, or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

FINDINGS: Staff does not find a change in circumstance, mistake or inconsistency in the comprehensive plan or implementing ordinances. This criterion does not apply.

EXHIBIT A- Aurora Municipal Code (AMC) section 16.14 for the Commercial zone

**John Black, 21424 Liberty Street**

Ask the Commission if there was a specific request by someone that initiated this change in the code. Chair Schaefer explains that to allow business owners a more flexible zone and it fits the area as long as it doesn't abut a residential zone as my property does. Mr. Black then asks when will this take affect and Chair Schaefer states approximately 60 days. There are a number of properties that would or could be affected by this change along 99E and allow less restrictive guidelines. City Planner Wakeley states that in recent months I have had to turn down license applications based on use restrictions.

**Loretta Scott, Bobs Avenue** asks the Commission if they know specifically how many lots this change would affect Chair Schaefer informs her that we believe approximately 15.

No more questions at this time.

Hearing closes at 7:18 pm Hearing no comments from Commissioners

A motion to accept the staff report and recommendation to City Council to approve LA-14-02 is made by Commissioner Gibson and is seconded by Commissioner Willman. Motion Passed by All.

**6. New Business**

No new business to consider

**7. Old Business**

There is no old business to consider.

**7. Commission Action/Discussion**

- A. City Planning Activity (in Your Packets)  
Status of Development Projects within the City.

**Discussion items;**

- 20836 Yukon deck violations, it is the Consensus of the Planning Commission after a brief discussion is that they need to conform to the required rear yard setbacks and alter the deck accordingly.
- 21032 sign application not complete at this time
- 99E corridor study no final document at this time
- there are some documents that should be put on the web-site such as, ODA Study, Feasibility Study, and the Corridor Study along with the Oregon Main Street information.

Chair Schaefer requests that the Commission discuss legislature surrounding recreational marijuana be put on the October agenda.

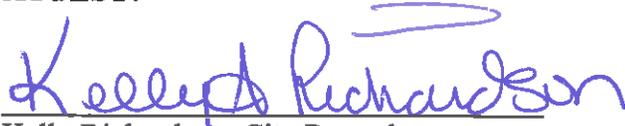
## 8. Adjourn

**Chairman Schaefer adjourned the September 2, 2014 meeting at 7:40 pm**



Chairman, Schaefer

**ATTEST:**



Kelly Richardson, City Recorder

**HISTORIC REVIEW BOARD MINUTES  
21420 MAIN ST. NE, AURORA OR 97002  
August 28, 2014**

**Staff Members Present:** Kelly Richardson, CMC  
City Recorder

**Others Present:** Bill Graupp, Aurora

The meeting of August 28, 2014 was called to order at 7:00 p.m. by Chair Abernathy.

**Chairman Townsend takes Roll Call**

Chairman Gayle Abernathy – Present  
Member Bill Simon – Present  
Member Merra Frochen – Present  
Member Mella Dee Fraser – Present  
Member Karen Townsend – Present

**CONSENT AGENDA**

**A. Minutes**

- I. Historic Review Board Minutes – July 24, 2014, pg 2 paragraph with applicant Braun make location more specific. Correct a few minor typos.
- II. City Council Minutes July 2014
- III. Planning Commission Minutes July 2014

A motion to approve the HRB minutes of June 26, 2014, with corrections made was made by Member Townsend and is seconded by Member Frochen. Passed by all.

A motion to approved the minutes of the July 24, 2014 meeting with the corrections stated was made by Member Simon and is seconded by Member Fraser. Passed by all.

**CORRESPONDENCE**

I.

**VISITORS**

Mayor Graupp reminded everyone of the upcoming work session involving all of the boards in regards to the Oregon Main Street Program.

**5. New Business**

**A. Discussion and or Action on Sign Application for CANVAS 21561 Main Street NE,** Applicant presents her application with a 4x4 free standing sign, made of wood, its two sided, applicant is asked if she will need an A-board. At this point she states no.

Title 17.24.100 F, wall sign it meets all criteria

Color two colors and background meet 17:24:070, wood, shape, color, sign graphics.

Motion to approve sign application as presented is made by Member Fraser and is seconded by Member Simon. Approved by all.

**B. Discussion and or Action on Application for Giesey Store Restoration Project 21281 Main Street.**

Spud Spurb, presents and Brian Asher will be the contractor, Member Townsend asks

- Do you think you will have to replace more items, no AI was a very good historic architect and I believe everything is covered.
- The goal is to preserve as many of the historic architectural features to the best of your ability not to replace items but preserve items as much as possible because these items are made here and are from the original colony. Applicant replies, railings will have some of the original elements and some will be copies on the because this is all rotten, Fascia we can repair these items, the deck will be independent of the posts so it will not sag or droop. The posts will not be sitting on the deck itself.
- Sidewalk standards are new and it will look wrong at this point. What is preference of HRB It is consensus of HRB since the west side is mostly new style it will need to match so the new standard is preferred.
- Will the vents in the soffits be visible the applicant replies no they will not be visible.
- Original pillars are staying,
- Will the steps be made of wood the applicant replies yes.

Consensus, of the board is to give the project their blessing. As there questions were all answered and it appears to all be in conformance.

Member Townsend asks a question regarding porch on the North side of the building and the 2x2 spindles that were supposed to be temporary and now have been there for aprox 15 years now. The applicant will look into this as well.

**C. Discussion and or Action on Fee Schedule Recommendations.**

Consensus of HRB is to keep the fee schedule as is however it was determined as \$15 an add on to city fee \$60.00 for example signs a total of 75.00 would be the appropriate fee for a Historic Review Board sign fee.

Also discussed was the potential of adding a new construction fee of \$10.00 dollars since HRB is to review prior to Planning. It is also confirmed that the special session fee is \$100.00 dollars.

City Recorder Richardson also explains the brief conversation with the Planning Commission and the Mayor regarding percentage of items allowed on display. As per code section 16 it is stated that all items must be inside the walls of the business. Since both Planning and the Mayor thought this was much larger issue this will be discussed at length during the next code update.

## 6. OLD BUSINESS

A. **Discussion and or action on Sign Inventory**, Member Frochen asks the board members how detailed are we supposed to get regarding this inventory.

Member Townsend informs her to fill out the form and that should be sufficient.

Fraser signs were as follows,

- Aurora Outdoor and Power, no action to be taken
  - 3 wall signs
  - 1 A-board
- 14971 First Street Architectural Salvage, no action to be taken
  - 1 wall sign
  - hanging sign facing Ehlen Rd
  - 1 A-board
- Shell Station
  - look at this one again as it wasn't complete.
- Nagel Floor Coverings, needs action
  - 2 product banners, needs action per code 17.24.080 Temp sign and 17.24.060 C section 4.
  - Reader Board (grand fathered in)

B. **Discussion and or action on Historic Inventory list**, Table until October and they will look at the guidelines corrections in November.

## 7. ADJOURN

Chairman Abernathy adjourned the meeting of August 28, 2014 at 8:37 pm.

  
\_\_\_\_\_  
Gayle Abernathy, Chairman

ATTEST:

  
\_\_\_\_\_  
Kelly Richardson, CMC City Recorder

# Kyle Torian

14685 Lloyds Lane NE • Aurora, OR 97002 • Phone: 503-989-8370 •  
E-Mail: Kyletorian@gmail.com



September 8<sup>th</sup> 2014

Dorothy Scholl Ross Scholarship Committee

Dear Dorothy Scholl Ross Scholarship Committee members:

I would like to thank you for your scholarship towards my college education. As you may notice, college enrollment prices have increased at a frightening rate for students who are struggling to find ways to further their education. I deeply appreciate organizations such as yours that understand the importance of education, and provide opportunities for students like me who need some extra help. Your generosity and financial support are deeply appreciated. After my years at the University of Oregon, I hope to be in a position that would allow me to give back to the community in a similar way that you have.

Sincerely,

A handwritten signature in black ink that reads "Kyle Torian". The signature is written in a cursive style with a large, stylized "K" and "T".

Kyle Torian

Report from the Finance Officer  
October 14, 2014

- No significant change in revenue/expenses to report.
- Auditors completed field work – will continue to work with them until report is complete.
- Keeping current with payables and receivables.
- Continuing with front office duties.
- Revenue and expense report from July 1, 2014 through August 30, 2014 attached. This report shows budgeted amounts and percent of budget received/spent.

Respectfully,

Mary C. Lambert



# Memo

To: City Council  
From: Kelly Richardson  
CC: None  
Date: 10/8/2014  
Re: Recorders Report Month of September 2014 report

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Activities and ongoing projects are as follows:

- ❖ Ongoing secretarial duties for the City Council and Planning and Historic Review Board, along with attending the meetings once a month.
  - Working closely with Historic Review Board on guideline updates and changes.
- ❖ Attending Conference Committee And Records Committee Meetings
- ❖ Records Request update
  - None pending at this time.
- ❖ Ongoing needs of the City
- ❖ Updating Planning and Zoning Files and Forms/Checklists **ONGOING**
- ❖ Working with HRB on Historic Review Guidelines Updates and Formatting. **Ongoing**
- ❖ Updating water files and statistics to better reflect accurate information in Springbrook our utility billing and accounting software. Researching various accounts to reflect accurate information. **Ongoing**
- ❖ Working on updating employee job descriptions **ONGOING**
- ❖ Completed LEADS testing now certified to run DMV records
- ❖ Working with Springbrook and HD supply to get everything ready for our new equipment and integration of the new software. Implementation phase and testing this week.

**CITY OF AURORA**

**ORDINANCE NO. 477**

**AN ORDINANCE PROVIDING FOR A CROSS CONNECTION CONTROL PROGRAM.**

WHEREAS, Chapter 333, Division 61, of the Oregon Administrative Rules, mandate the responsibility of the City of Aurora to protect its drinking water by instituting and enforcing a cross connection control program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AURORA ORDAINS THAT:**

SECTION 1. DEFINITIONS.

- (1) "APPROVED BACKFLOW PREVENTION ASSEMBLY" or "BACKFLOW ASSEMBLY" or "ASSEMBLY" means an assembly to counteract backpressure and/or prevent back-siphonage. This assembly must appear on the list of approved assemblies issued by the Oregon Health Authority.
- (2) "AUXILIARY SUPPLY" means any water source or system other than the City of Aurora Water System.
- (3) "BACKFLOW" means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the City of Aurora.
- (4) "BORESIGHT" or "BORESIGHT TO DAYLIGHT" means providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.
- (5) "CERTIFIED BACKFLOW ASSEMBLY TESTER" OR "TESTER" shall mean a person who has successfully completed and maintains all requirements as established by the Oregon Health Authority to be a tester in the state of Oregon.
- (6) "CERTIFIED CROSS CONNECTION CONTROL SPECIALIST" or "SPECIALIST" shall mean a person who has successfully completed and maintains all requirements as established by the Oregon Health Authority to be a Specialist in the state of Oregon and is either employed with the City of Aurora or contracted by the City of Aurora.
- (7) "CITY" shall mean the City of Aurora.
- (8) "CONTAMINATION" means the entry into or presence in a public water supply system of any substance which may be deleterious to health and/or quality of the water.
- (9) "CROSS CONNECTION" means any physical arrangement where a potable water supply is connected, directly or indirectly, with any other non-drinkable water system or auxiliary system, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp coolers or any other device which contains, or may contain, contaminated water, sewage or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices or other temporary or permanent devices through which or because of which backflow may occur, are considered to be cross connections.
- (10) "DEGREE OF HAZARD" means the *non-health hazard* or *health hazard* classification that shall be assigned to all actual or potential cross connections.

(11) "DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY", "DOUBLE CHECK ASSEMBLY", "DOUBLE CHECK" or "DCVA" means an assembly which consists of two (2) independently-operating check valves which are spring-loaded or weighted. The assembly comes complete with a resilient seated shut-off valve on each side of the checks, as well as test cocks to test the checks for tightness.

(12) "HEALTH HAZARD" means an actual or potential threat of contamination of a physical, chemical or biological nature to the public potable water system or the consumer's potable water system that would be a danger to health.

(13) "NON-HEALTH HAZARD" shall mean the classification assigned to an actual or potential cross connection that could allow a substance that may be objectionable, but not hazardous to one's health, to backflow into the potable water supply.

(14) "OHA" shall mean Oregon Health Authority.

(15) "OAR" shall mean Oregon Administrative Rule.

(16) "PLUMBING HAZARD" means an internal or plumbing-type cross connection in a consumer's potable water system that may be either a pollutional or a contamination-type hazard. This includes, but is not limited to, cross connections to toilets, sinks, lavatories, wash trays, domestic washing machines and lawn sprinkling systems. Plumbing-type cross connections can be located in many types of structures including homes, apartment houses, hotels and commercial or industrial establishments.

(17) "POINT OF USE ISOLATION" means the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

(18) "POLLUTIONAL HAZARD" means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system, but which would not constitute a health or system hazard, as defined. The maximum intensity of pollution to which the potable water system could be degraded under this definition would cause minor damage to the system or its appurtenances.

(19) "POTABLE WATER SUPPLY" means any system of water supply intended or used for human consumption or other domestic use.

(20) "PREMISES" means any piece of property to which water service is provided, including, but not limited to, all improvements, mobile structures and other structures located upon it.

(21) "PREMISES ISOLATION" means the appropriate backflow prevention at the service connection between the public water system and the premises. This location will be at or near the property line and downstream from the service connection meter.

(22) "REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY" or "REDUCED PRESSURE PRINCIPLE ASSEMBLY" or "RP ASSEMBLY" or "RPBA" shall mean an assembly containing two independently-acting approved check valves together with a hydraulically-operated, mechanically-independent pressure differential relief valve located between the check valves, and at the same time, below the first check valve. The assembly shall include properly located test cocks and two tightly closing shut-off valves.

(23) "SUPERINTENDANT" means the Public Works Superintendent or their designee.

(24) "SYSTEM HAZARD" means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water system or of a pollution or contamination which would have a detrimental

effect on the quality of the potable water in the system.

- (25) “THERMAL EXPANSION” means the pressure created by the expansion of heated water.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to protect the water supply and distribution system of the City of Aurora from contamination or pollution due to any existing or potential cross connections.

SECTION 3. CROSS CONNECTIONS REGULATED.

- (1) No cross connections shall be created, installed, used or maintained within the area(s) served by the City of Aurora Water System, except in accordance with this Ordinance.
- (2) The Specialist shall carry out or cause surveys to be carried out to determine if any actual or potential cross connection exists. If found necessary, an assembly commensurate with the degree of hazard will be required at the service connection.
- (3) The owner, occupant or person in control of any given premises is responsible for all cross connection control within the premises.
- (4) All premises found on Table 48 of the OAR shall install a Reduced Pressure Backflow Assembly at the service connection in accordance with this Ordinance.
- (5) It is the responsibility of the property owner/occupant to purchase, install, test, repair and maintain all backflow assemblies.
- (6) If there is a change in ownership of any and all property within the City’s service area, it shall be the responsibility of the new owner to determine that all assemblies are in compliance with this Ordinance.
- (7) The use of any type of chemical spray attachment connected to the premises plumbing, including garden hose fertilizers and pesticide applicators, is not allowed within the City of Aurora Water System without proper protection from the potential of backflow occurring.
- (8) The use of any type of radiator flush kits attached to the premises plumbing is not allowed within the City of Aurora Water System without proper protection from backflow occurring.
- (9) In the event a backflow assembly that has been installed at the service connection to a residential property is deemed unnecessary by the City’s Specialist, it may be removed.

SECTION 4. BACKFLOW PREVENTION ASSEMBLY REQUIREMENTS.

A Specialist employed by or under contract with the City of Aurora, shall determine the type of backflow assemblies to be installed within the City of Aurora Water System. All assemblies shall be installed at the service connection unless it is determined by the Specialist and approved by the Public Works Superintendant that in-premises protection would be adequate. An approved assembly shall be required in each of the following circumstances, but the Specialist is in no way limited to the following circumstances:

- (1) In the case of any premises where there is any material dangerous to health which is handled in such a

fashion as to permit entry into potable water system, the potable water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention assembly.

- (2) activity at premises, or materials stored at a premises, could contaminate or pollute the potable water supply. When a premises has one (1) or more cross connections, as that term is defined in Section 1.
- (3) When internal cross connections are present that are not correctable.
- (4) When intricate plumbing arrangements are present making it impractical to ascertain whether cross connections exist.
- (5) When the premises has a repeated history of cross connections being established or re-established.
- (6) When entry to the premises is restricted so that surveys for cross connections cannot be made with sufficient frequency to assure cross connections do not exist.
- (7) When materials are being used such that, if backflow should occur, a health hazard could result.
- (8) When an appropriate cross connection survey report form has not been filed with the City of Aurora Public Works Superintendent.
- (9) Any and all used water return systems.
- (10) If an in-premises assembly has not been tested or repaired as required by this Ordinance, the installation of a reduced pressure principle assembly will be required at the service connection.
- (11) There is piping or equipment for conveying liquids other than potable City of Aurora water and that piping or other equipment is under pressure and installed and operated in a manner that could cause a cross connection.
- (12) When installation of an approved backflow prevention assembly is deemed by a Specialist to be necessary to accomplish the purpose of this Ordinance.
- (13) Wherever reclaimed water or separate irrigation water is used on premises.
- (14) When there is a premises with an auxiliary water supply which is interconnected to the City of Aurora Water Service or supply system.

#### SECTION 5. INSTALLATION REQUIREMENTS.

All backflow prevention assembly installations shall follow the requirements as stipulated by the City of Aurora and the current OAR Chapter 333, Division 061.

If the premises isolation assembly is allowed to be installed at an alternate location, the City of Aurora must have access to the assembly. No connections can be made between the meter and the backflow assembly.

The type of backflow prevention assembly required shall be commensurate with the degree of hazard that exists and must, at all times, meet the standards of the Oregon Health Authority. All backflow prevention assemblies required under this section shall be of a type and model approved by the OHA.

SECTION 6. PLUMBING CODE.

As a condition of water service, customers shall install, maintain, and operate their piping and plumbing systems in accordance with the current Uniform Plumbing Code, or as amended. If there is a conflict between this Ordinance and the Plumbing Code, the more stringent supersedes.

SECTION 7. ACCESS TO PREMISES.

Authorized personnel of the City of Aurora, with proper identification and sufficient notice, shall have access during the hours of 6:00 AM to 6:00 PM to all parts of a premises and within the structure to which water is supplied. However, if any owner, occupant or person in control refuses authorized personnel access to a premises, or to the interior of a structure, for an inspection during these hours, a reduced pressure principle assembly must be installed at the service connection to that premises.

SECTION 8. ANNUAL TESTING AND REPAIRS.

All backflow prevention assemblies installed within the area(s) served by the City of Aurora shall be tested immediately upon installation, and at least annually thereafter by an OHA certified backflow assembly tester. All such assemblies found not functioning properly shall be promptly repaired or replaced at the expense of the owner, occupant or person in control of the premises. In the event an assembly is moved, repaired or replaced it must be retested immediately. If any such assembly is not promptly repaired or replaced, the City may deny or discontinue water to the premises.

SECTION 9. COSTS OF COMPLIANCE.

All costs associated with purchase, installation, surveys, testing, replacement, maintenance, parts and repairs of the backflow prevention assembly, and all costs associated with enforcement of this document, are the financial responsibility of the property owner, occupant, or other person in control of the premises.

SECTION 10. TERMINATION OF SERVICE.

Failure on the part of any owner, occupant or person in control of the premises to install a required assembly, have it tested a minimum of annually and repaired if necessary, and/or to discontinue the use of all cross connections and to physically separate cross connections in accordance with this Ordinance is sufficient cause for the discontinuance of public water service to the premises pursuant to Oregon Administrative Rule chapter 333-061-0070, or as amended. In the case of an extreme emergency or where an immediate threat to life or public health is found to exist, discontinuance or termination of public water service to the premises shall be immediate.

In lieu of termination of service, the City of Aurora may, at the property owner's expense, install a reduced pressure assembly at the service connection. Testing, maintenance and repair of the assembly will be the responsibility of the property owner.

SECTION 11. CONSTITUTIONALITY AND SAVING CLAUSE.

Should any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any

person or set of circumstances, are for any reason held to be unconstitutional, void, invalid, or for any reason unenforceable, the validity of the remaining portions of this Ordinance, or its application to other persons or circumstances, shall not be affected; thereby, it being the intent of the City of Aurora Water System in adopting and approving this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation.

**ADOPTED by the Aurora City Council at a City Council meeting held on Tuesday, November 11, 2014.**

Dated this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
Bill Graupp, Mayor

Attest:

\_\_\_\_\_  
Kelly Richardson, CMC  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dennis Koho, City Attorney





# CITY OF AURORA

## ORDINANCE NO. 387

### AN ORDINANCE PROVIDING FOR A CROSS CONNECTION CONTROL PROGRAM.

WHEREAS, Chapter 333, Division 61, of the Oregon Administrative Rules, mandate the responsibility of the City of Aurora to protect its drinking water by instituting and enforcing a cross connection control program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AURORA ORDAINS THAT:**

#### SECTION 1. DEFINITIONS.

- (1) "Approved backflow prevention assembly" or "backflow assembly" or "assembly" means an assembly to counteract back pressures or prevent back siphonage. This assembly must appear on the list of approved assemblies issued by the Oregon State Health Division.
- (2) "Auxiliary supply" means any water source or system other than the public water system, that may be available in the building or premises.
- (3) "Backflow" means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the City's water.
- (4) "Boresight" or "boresight to daylight" means providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.
- (5) "City or "the City" shall mean the City of Aurora.
- (6) "Contamination" means the entry to or presence in a public water supply system of any substance which may be deleterious to health and/or quality of the water.
- (7) "Cross connection" means any physical arrangement where a public water system is connected, directly or indirectly, with any other non-drinking water system or auxiliary system, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp coolers, or any other device which contains, or may contain, contaminated water, sewage, or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices or other temporary or permanent devices through which, or because of which, backflow may occur are considered to be cross connections.
- (8) "Degree of hazard" means the low or high hazard classification that shall be attached to all actual or potential cross connections.
- (9) "Superintendent" means the Superintendent of Public Works of the City of Aurora, or authorized agent.
- (10) "Double check valve backflow prevention assembly", "double check assembly" or "double check", means an assembly which consists of two independently operating check valves which are spring-loaded or weighted. The assembly comes complete with a gate valve on each side of the checks, as well as test cocks to test the checks for tightness.

- (1) "Health hazard" means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may cause illness or death to backflow into the potable water supply.
- (13) "Low hazard" means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may be objectionable, but not hazardous to one's health, to backflow into the potable water supply.
- (14) "Plumbing hazard" means an internal or plumbing-type cross connection in a consumer's potable water system that may be either a pollutional or a contamination-type hazard. This includes, but is not limited to, cross connections to toilets, sinks, lavatories, wash trays, domestic washing machines and lawn sprinkling systems. Plumbing-type cross connections can be located in many types of structures including homes, apartment houses, hotels and commercial or industrial establishments.
- (15) "Point of use isolation" means the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.
- (16) "Pollutional hazard" means actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.
- (17) "Potable water supply" means any system of water supply intended or used for human consumption or other domestic use.
- (18) "Premises" or "premise" means any piece of property to which water is provided including all improvements, mobile structures and structures located on it.
- (19) "Premise isolation" means the appropriate backflow prevention at the service connection between the public water system and the water user.
- (20) "Reduced pressure principle backflow prevention assembly", "reduced pressure principle assembly" or "RP assembly" shall mean an assembly containing two independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut off valves at the end of the assembly.
- (21) "System hazard" means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water system or of a pollution or contamination which would have a detrimental effect on the quality of the potable water in the system.
- (22) "Thermal expansion" means heated water that does not have the space to expand.

## SECTION 2. PURPOSE.

The purpose of this ordinance is to protect the water supply of the City of Aurora from contamination or pollution due to any existing or potential cross connections.

### SECTION 3. CROSS CONNECTIONS REGULATED

No cross connection shall be created, installed, used or maintained within the territory served by the City of Aurora except in accordance with this ordinance.

### SECTION 4. BACKFLOW PREVENTION ASSEMBLY REQUIREMENTS

- (1) A cross connection inspector employed by or contracted with the City shall carry out inspections and surveys of each property and will require an assembly commensurate with the degree of hazard to be installed at the service connection.
- (2) The property owner is responsible for all cross connection control within the premises.
- (3) The property owner is responsible for providing adequate protection against thermal expansion.
- (4) The use of any type of chemical spray attachment connected to the premise plumbing, including garden hose fertilizers and pesticide applicators, is prohibited within the City of Aurora water system.
- (5) The use of any type of radiator flush kits attached to the premise plumbing is prohibited within the City of Aurora water system.

### SECTION 5. INSTALLATION REQUIREMENTS

To ensure proper operation and accessibility of all backflow prevention assemblies, the following requirements shall apply to the installation of these assemblies.

- (1) No part of the backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If installed in a vault or basement, adequate drainage shall be provided.
- (2) Assemblies must be installed immediately downstream of the water meter, before any branch in the line. Alternate locations must be approved in writing by the City prior to installation.
- (3) The assembly must be protected by the property owner from freezing and other severe weather conditions.
- (4) All backflow prevention assemblies shall be of a type and model approved by the State of Oregon Health Division and the City.
- (5) Only assemblies specifically approved by the Oregon Health Division for vertical installation may be installed vertically.
- (6) The assembly shall be readily accessible with adequate room for maintenance and testing. Assemblies 2" and smaller shall have at least 6" clearance on all sides of the assembly. All assemblies larger than 2" shall have a minimum clearance of 12" on the back side, 24" on the test cock side, 12" below the assembly and 36" above the assembly. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward.

- (7) If written permission is granted to install the backflow assembly inside of the building, the assembly must be readily accessible during regular working hours of 6:00 AM to 6:00 PM, Monday through Friday.
- (8) An assembly installed inside of the premises and installed 5' above the floor, must be equipped with a rigidly and permanently installed scaffolding acceptable to the City. This installation must also meet the requirements set out by the US> Occupational Safety and Health Administration and the State of Oregon Occupational Safety and Health Codes.
- (9) RP assemblies may be installed in a vault only if relief valve discharge can be drained to daylight through a "boresight" type drain. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.
- (10) An approved air gap shall be located at the relief valve orifice. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than 1".
- (11) Upon completion of installation of any additional assemblies within the premises, the City must be notified and all assemblies must be inspected and tested, as required in Section 7.
- (12) Any water pressure drop caused by the installation of a backflow assembly is not the responsibility of the City.
- (13) All new construction must install an approved assembly at the service connection. The type of assembly shall be commensurate with the degree of hazard as determined by a certified inspector. If the use of the property has not been determined, an RP assembly must be installed.

#### SECTION 6. ACCESS TO PREMISES

Authorized employees of the City, with proper identification, shall have access during the hours of 6:00 AM to 6:00 PM of all parts of a premise and within the building to which water is supplied. However, if any water user refuses access to a premise or to the interior of a structure during these hours for inspection by a cross connection specialist appointed by the City, a reduced pressure principle assembly must be installed at the service connection to that premise.

#### SECTION 7. ANNUAL TESTING AND REPAIRS

All backflow assemblies installed within the territory served by the City shall be tested immediately upon installation and at least annually thereafter by a state certified tester employed by or contracted with the City to perform required tests. All such assemblies found not functioning properly shall be promptly repaired or replaced at the expense of the property owner. If any such assembly is not promptly repaired or replaced, the City may deny or discontinue water to the premise. The City may set fees to cover the cost of this service.

#### SECTION 8. COSTS OF COMPLIANCE

All costs associated with purchase, installation, inspections, testing, replacement, maintenance, parts, and repairs of the backflow assembly are the financial responsibility of the property owner.

SECTION 9. TERMINATION OF SERVICE

Failure on the part of any customer to discontinue the use of all cross connections and to physically separate cross connection is sufficient cause for the immediate discontinuance of public water service to the premises (OAR Chapter 333-61-070, Section 1).

SECTION 10. CONSTITUTIONALITY AND SAVINGS CLAUSE

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, are for any reason held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining portions of this Ordinance, or its application to other persons or circumstances, shall not be affected. It is the intent of the City Council of the City of Aurora in adopting this Ordinance that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

SUBMITTED to the Aurora City Council and read for the first time at a regularly scheduled meeting thereof on the 30 day of January 1996; ordered posted for not less than 5 days, as provided by the Aurora City Charter; scheduled for a second reading and enactment by the City Council at a regularly scheduled meeting thereof on Tuesday February 13, 1996, commencing at the hour of 7:30 PM at the Council's regular meeting place, Aurora City Hall.

*Melody Thompson*  
Melody Thompson - City Recorder

ADOPTED by the Aurora City Council at a regularly scheduled meeting thereof on Tuesday, February 6, 1996, by the following vote:

3 YEAS      ~~0~~ NAYS      ~~0~~ ABSTAIN      2 ABSENT

*Richard Harrison* 15 FEB 96  
Richard Harrison - Mayor

ATTEST:

*Melody Thompson*  
Melody Thompson - City Recorder

**DRAFT**

**WATER TOWER LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_, between City of Aurora, a municipal corporation, with its principal offices at 21420 Main Street, Aurora, Oregon 97002, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WITNESSETH**

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

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 21420 Main Street, Aurora, County of Marion, State of Oregon, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, 4<sup>th</sup> Street NE, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

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

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

**DRAFT**

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

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$15,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery

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of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at First Energy, PO Box 182727, Columbus, Ohio 53218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$17,784.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$20,273.76; the annual rental for the third (3rd) five (5)

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year extension term shall be increased to \$23,112.09; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$26,347.78.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

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

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

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8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty

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of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

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

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or

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services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

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

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

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Tenn, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for

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the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

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

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.\_

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR

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agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by

easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

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

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

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No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

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

LESSOR:       City of Aurora  
                  21420 Main Street  
                  Aurora, Oregon 97002  
                  Telephone: ( ) \_\_\_\_\_

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

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

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

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the

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terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

29. DEFAULT.

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

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

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the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

### 31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or

damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

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

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and

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effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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

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

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

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

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

**LESSOR:** City of Aurora, a municipal corporation

By: \_\_\_\_\_

**DRAFT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:** Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: Brian Mecum  
Title: Area Vice President Network  
Date: \_\_\_\_\_

**DRAFT**

**EXHIBIT "A" (Page 1 of  
2) Legal Description**

*See attached.*

**DRAFT**

**EXHIBIT "A"(Page 2 of  
2) Description of Premises**

*See attached.*

**DRAFT**

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Davis Wright Tremaine LLP  
Attn: C. Eng  
777 108<sup>th</sup> Avenue NE, Suite 2300  
Bellevue, WA 98004-5149

---

Space above this line is for Recorder's use.

**Memorandum of Water Tower Lease Agreement**

Grantor: City of Aurora, a municipal corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: **County of Marion, State of Oregon**  
**Official legal description as Exhibit A**

Assessor's Tax Parcel ID#:

Reference # (if applicable):

**DRAFT**

**MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT evidences that a Water Tower Lease Agreement ("Agreement") was entered into as of \_\_\_\_\_, 201\_, by and between City of Aurora, a municipal corporation ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for certain real property located at 21420 Main Street, Aurora, County of Marion, State of Oregon, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Water Tower Lease Agreement as of the day and year last below written

LESSOR: City of Aurora, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: \_\_\_\_\_  
Brian Mecum  
Area Vice President Network  
Date: \_\_\_\_\_

Exhibit A — Legal Description



**DRAFT**

**LESSEE ACKNOWLEDGMENT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California ) \_\_\_\_\_  
 ) ss.  
County of Orange )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared Brian Mecum,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

*Place Notary Seal Above*

**DRAFT**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

*See attached*

**LEGAL DESCRIPTION**

PARCEL 1:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, KRAUS ADDITION TO THE CITY OF AURORA, MARION COUNTY, OREGON; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 111.50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 50.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF LOT 5, 111.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

PARCEL 2:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN BLOCK 1, IN KRAUS ADDITION TO THE CITY OF AURORA, IN MARION COUNTY, STATE OF OREGON; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6, 100 FEET; THENCE SOUTHERLY PARALLEL TO MAIN STREET TO THE SOUTH LINE OF SAID LOT 6; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO A POINT 60 FEET IN A PERPENDICULAR LINE FROM THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6, 60 FEET TO THE PLACE OF BEGINNING.

ALL BEING SITUATED IN THE CITY OF AURORA, MARION COUNTY, STATE OF OREGON.

**EASEMENTS** # CORRESPONDS WITH ITEM NUMBER IN "SCHEDULE B" OF TITLE REPORT.

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

- 4. RIGHT OF WAY EASEMENT AS RECORDED IN BOOK 476, PAGE 105, RECORDS OF MARION COUNTY, OREGON SHOWN
- 5. MEMORANDUM OF LEASE AGREEMENT WITH NEXTEL WEST CORPORATION, RECORDED IN BOOK 2697, PAGE 195, RECORDS OF MARION COUNTY - DOCUMENT CONTAINS NO DESCRIPTION, NOT SHOWN.

**LATITUDE/LONGITUDE POSITION**

COORDINATE DATA AT CENTER OF EXISTING WATERTANK:  
 NAD 83  
 LAT - 45°13'46.39" N NAVD 88  
 LONG - 122°45'19.68" W ELEV.= 171.5 FEET



BENCHMARK IS "MCSO"  
 NGS GPS CORRS STATION.  
 ELEV = 249.9'

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

**NOTES**

- 1) TITLE INFORMATION PROVIDED BY TICOR TITLE COMPANY OF OREGON TITLE NUMBER 471814032348-TTMDWL18, DATED APRIL 30, 2014.
- 2) FIELD WORK CONDUCTED IN MAY, 2014.
- 3) BASIS OF BEARING: OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
- 4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
- 5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN), PANEL 132 OF 1150, FIRM MAP NUMBER 41047C0132G, EFFECTIVE DATE JANUARY 19, 2000.

**LEGEND**

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- DP --- OVERHEAD POWER LINE
- UP --- BURIED POWER LINE
- G --- BURIED GAS LINE
- OT --- OVERHEAD TELEPHONE LINE
- UT --- BURIED TELEPHONE LINE
- W --- BURIED WATER LINE
- SS --- BURIED SANITARY SEWER
- SD --- BURIED STORM DRAIN
- DITCH LINE/FLOW LINE
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WHITE PLASTIC FENCE
- BARBED WIRE/WIRE FENCE
- △ TRANSFORMER
- ⊗ FIRE HYDRANT
- ⊗ LIGHT STANDARD
- ⊗ GATE VALVE
- ⊗ POWER VAULT
- ⊗ WATER METER
- ⊗ UTILITY BOX
- ⊗ FIRE STAND PIPE
- ⊗ UTILITY POLE
- ⊗ CATCH BASIN, TYPE I
- ⊗ POLE GUY WIRE
- ⊗ SANITARY SEWER MH
- ⊗ GAS VALVE
- ⊗ SIGN
- ⊗ GAS METER
- ⊗ BOLLARD
- ⊗ TELEPHONE VAULT
- ⊗ MAIL BOX
- ⊗ TELEPHONE RISER
- ⊗ SPOT ELEVATION

NOTE:  
 1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.  
 2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 3 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

**TREE LEGEND**

- DECIDUOUS TREE
- AL12 --- ALDER
  - MP --- MAPLE
  - DS --- DECIDUOUS
  - MA --- MADRONA
  - OK --- OAK
  - CH --- CHERRY
- EVERGREEN TREE
- CE --- CEDAR
  - DF --- DOUGLAS FIR
  - HE --- HEMLOCK
  - PI --- PINE
  - EVG --- EVERGREEN

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

**SITE INFORMATION**

TAX LOT NUMBER 041W1BA00800 & 041W1BA00900  
 SITE ADDRESS 21420 MAIN STREET NE AURORA, OR 97002  
 SITE CONTACT KELLY RICHARDSON  
 PHONE NUMBER 503-678-1283  
 ZONING MDR (CITY OF AURORA)  
 TOTAL LOT AREA 11,517± S.F.(0.26 AC.)  
 PROJECT AREA TO BE DETERMINED

**SURVEY REFERENCE**

1. PARTITION PLAT NO. 2010-03 IN BOOK 3151, PAGE 255 RECORDS OF MARION COUNTY.
2. RECORD OF SURVEY NO. MCSR 36163 RECORDS OF MARION COUNTY.

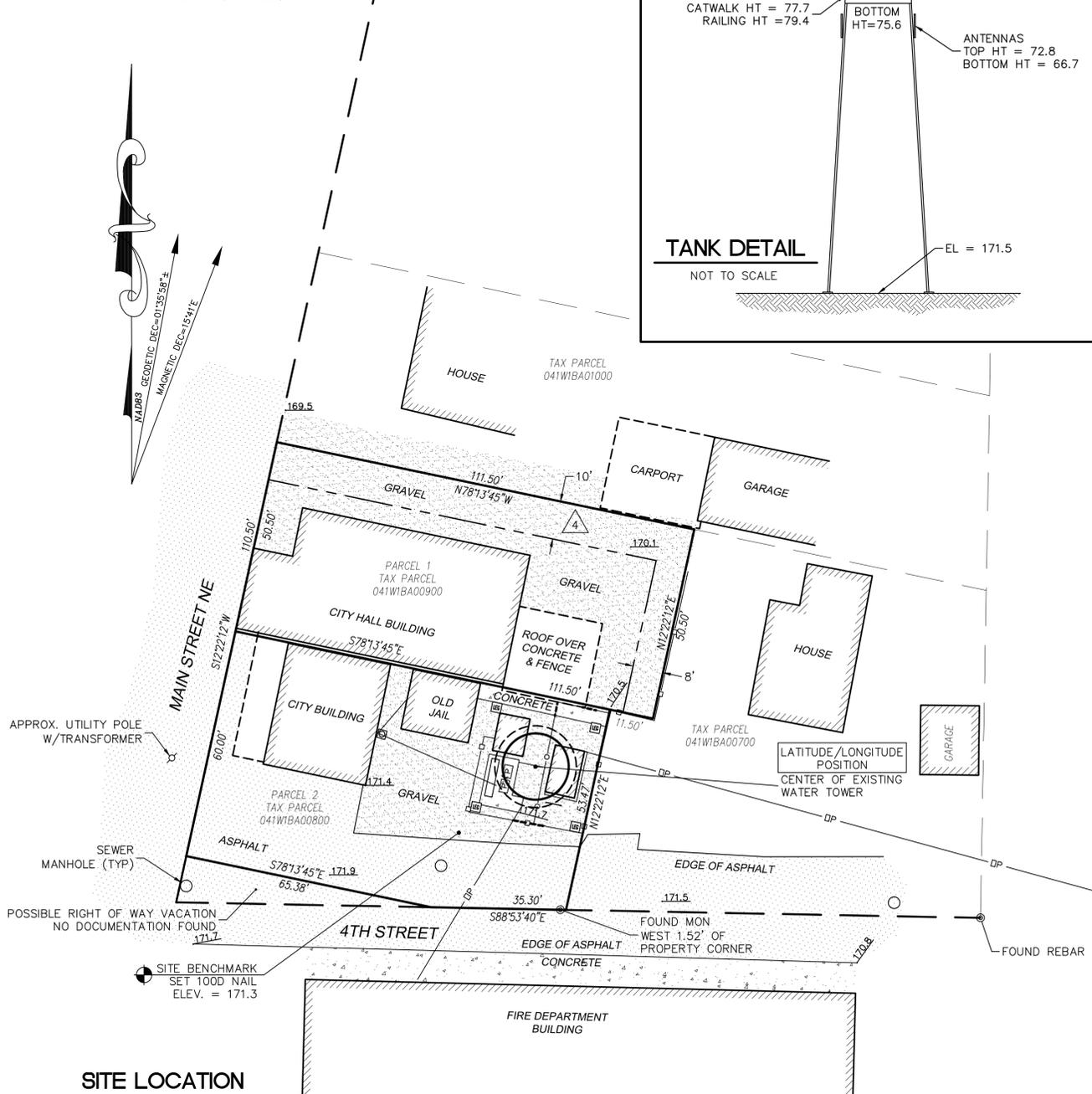
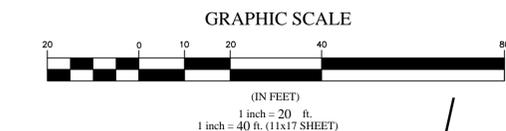
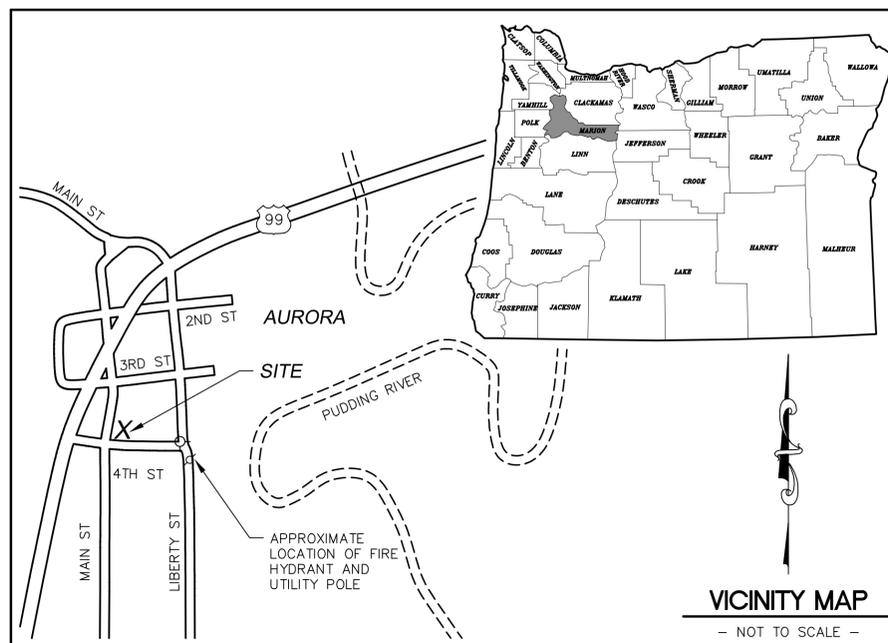
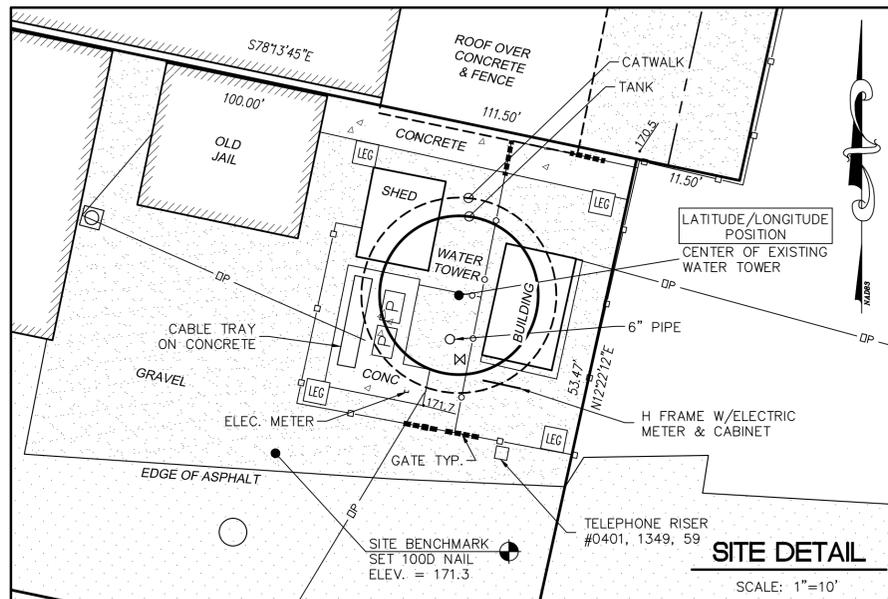
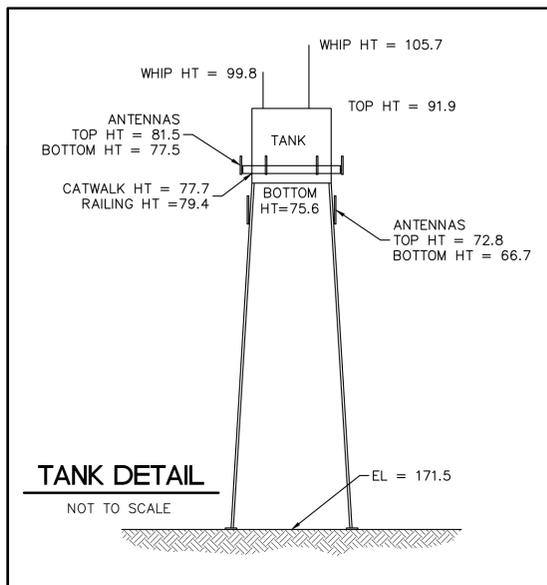
**BOUNDARY DISCLAIMER**

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

**CAUTION!**

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

1-800-424-5555



**verizon wireless**

**CAMP+ ASSOCIATES**

**DUNCANSON Company, Inc.**  
 145 SW 155th Street, Suite 102  
 Seattle, Washington 98166  
 Phone 206.244.4141  
 Fax 206.244.4455

**SITE**  
**SLM AURORA MILLS**  
 21420 MAIN STREET NE  
 AURORA, OR 97002  
 MARION COUNTY

THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM SAID CLIENT.  
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FLD. CREW:	JAR
FLD. BOOK:	323/82
DRAWN BY:	RLP
JOB #:	99544.934
DATE:	5/27/14

**REVISIONS**

DATE	DESCRIPTION	BY

REGISTERED PROFESSIONAL LAND SURVEYOR

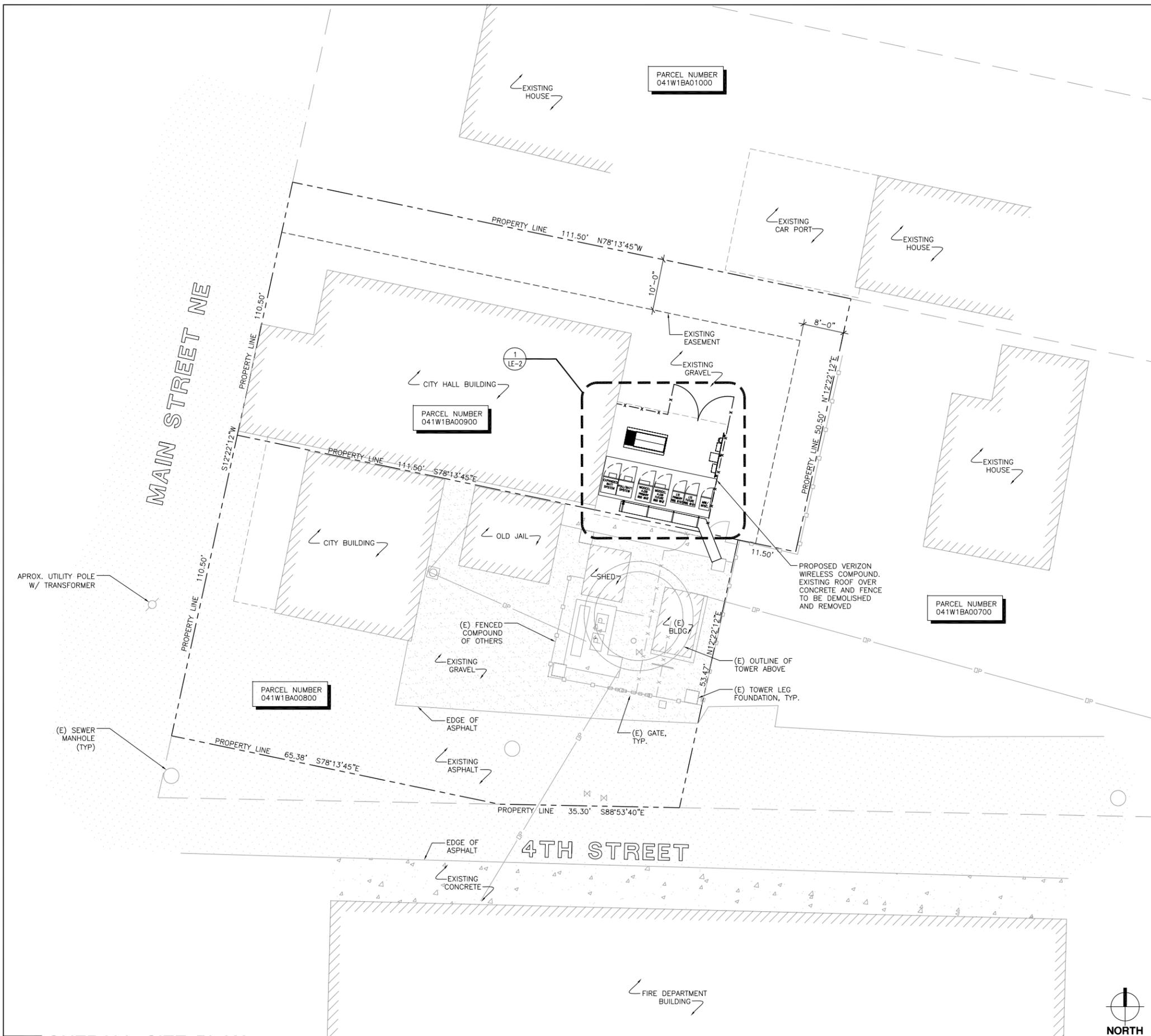
MAY 27, 2014

OREGON  
 MAY 10, 2011  
 JONATHAN MARLO BECKER  
 84870

RENEWS: 12/31/2015

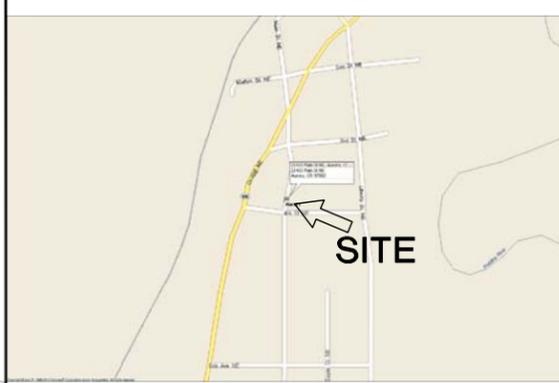
SHEET TITLE  
**EXISTING SITE SURVEY  
 SEC 13, TWP 4 S, RNG 1 W, WM**

SHEET NUMBER  
**SV1**



GENERAL NOTES:

- REFER TO PAGES T-1 AND SP-1 FOR MORE INFORMATION.
- DIG NOTE: CAUTION CALL BEFORE YOU DIG! BURIED UTILITIES EXIST ON THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE ONE-CALL UTILITY LOCATE SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
- SEE PAGE SV1 FOR MORE INFORMATION



**2 VICINITY MAP**  
NOT TO SCALE

PARCEL 1:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, KRAUS ADDITION TO THE CITY OF AURORA, MARION COUNTY, OREGON; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 111.50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 50.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 5, 111.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

PARCEL 2:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN BLOCK 1, IN KRAUS ADDITION TO THE CITY OF AURORA, IN MARION COUNTY, STATE OF OREGON; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6, 100 FEET; THENCE SOUTHERLY PARALLEL TO MAIN STREET TO THE SOUTH LINE OF SAID LOT 6; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO A POINT 60 FEET IN A PERPENDICULAR LINE FROM THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6, 60 FEET TO THE PLACE OF BEGINNING.

ALL BEING SITUATED IN THE CITY OF AURORA, MARION COUNTY, STATE OF OREGON.

**3 LEGAL DESCRIPTION**  
NOT TO SCALE

LEGEND		
EXISTING		NEW
SAS	—	SANITARY SEWER — SAS —
— STS —		STORM SEWER — STS —
— W —		WATER MAIN — W —
(RM)		SANITARY MANHOLE ELEVATIONS (RM)
(RM)		STORM STRUCTURE ELEVATIONS (RM)
---		PROPERTY LINE & R.O.W. ---
---		SURFACE DRAINAGE ---
○		LIGHT STANDARD ●
○		STREET LIGHT ●
672.75		SPOT ELEVATION 672.75
672		CONTOUR 672
— G — G —		GAS MAIN — G — G —
⊙		MANHOLE ⊙
○		CATCH BASIN ●
○		FIRE HYDRANT ●
---		EASEMENT LINE ---
---		FENCE ---
--- UE/UT ---		BURIED UTILITY LINE --- UE/UT ---
⊘		UTILITY POLE & R.O.W. ⊘
--- OE/OT ---		OVERHEAD UTILITY LINE --- OE/OT ---
		BUILDING

**4 LEGEND**  
NOT TO SCALE



**SLM AURORA MILLS**  
(NEW BUILD)  
21420 MAIN ST NE  
AURORA, OR 97002

**CAMP+ ASSOCIATES**  
19401 40TH AVE W., SUITE 304  
LYNNWOOD, WA 98036  
CELL: (425) 280-8651  
FAX: (425) 252-2860  
WWW.CAMPASSOC.COM

PROJECT MANAGER: EJC  
PREPARED BY: AIG  
APPROVED BY: EJC

6-12-14 ISSUED FOR LEASE EXHIBIT

SHEET NAME  
**OVERALL SITE PLAN**

SHEET NUMBER  
**LE-1**

PROJECT NUMBER  
20130936814

**1 OVERALL SITE PLAN**  
SCALE: 1" = 10'-0" (22x34), 1" = 20'-0" (11x17)





