

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**September 27, 2016
6:00 p.m. – Informal Dinner Meeting
7:00 p.m. – Regular Council Meeting**

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

NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m.

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*

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

The Mayor may limit the duration of these comments.

- 1. **PROCLAMATION:** McMinnville MADE Day in conjunction with the National Manufacturing Day

CONSENT AGENDA

- a. Consider Minutes of the June 14, 2016 Dinner and Regular City Council Meetings
- b. Resolution No. 2016-___: Approving a contract with Hawkins, Delafield & Wood LLP for Bond Counsel Services
- c. Resolution No. 2016 – 67 - A Resolution approving the acquisition of property from BBG Investments, LLC for the 5th Street transportation bond project.

- d. Resolution No. 2016 - 68 - A Resolution approving Task Orders No. 2 and 3 to the Personal Services Contract for the design of the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project.
 - e. Resolution No. 2016 – 69 - A Resolution awarding a bid for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project, Project No. 2014-1.
 - f. OLCC Application - Casteel Custom Bottling
2. NEW BUSINESS
- a. Presentation on Yamhill County's Transit System - Cynthia Thompson
3. OLD BUSINESS
- a. Update on Fire Department Staffing - Chief Rich Leipfert
4. ORDINANCES
- a. **Ordinance No. 5010:** An Ordinance establishing the McMinnville Committee for Public Art
 - b. **Ordinance No. 5011:** Authorizing full faith and credit bonds for multiple purposes
5. RESOLUTIONS
- 0. **Resolution 2016 - 70:** Approving a Resolution for Payoff of Public Employee Retirement System (PERS) Transition Liability
 - a. **Resolution No. 2016 - 71:** Appointing members to the McMinnville Committee for Public Art
 - b. **Resolution No. 2016 - 72:** Adopting standards and policies for the McMinnville Committee for Public Art
6. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. City of McMinnville Building Division Reports for the Period ending August 31, 2016
7. ADJOURNMENT



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 09/27/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:

Please see attached Summary Memorandum

Attachments

Summary Memorandum



DATE: Sep 20, 2016

TO: Mayor and City Council

FROM: Martha Meeker, City Manager

SUBJECT: Agenda for the September 27th McMinnville City Council Session

PROCLAMATION

McMinnville MADE Day in conjunction with National Manufacturing Day

CONSENT AGENDA

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

MINUTES OF THE JUNE 14TH 2016 DINNER AND REGULAR SESSIONS

RESOLUTION APPROVING A CONTRACT WITH HAWKINS, DELAFIELD & WOOD

The City is pursuing the issuance of debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. To provide guidance during the debt issuance process, it is in the City's best interest to contract with an experienced bond counsel firm. In the past, the City has contracted with individuals currently associated with Hawkins, Delafield & Wood LLP (HD&W) to provide this guidance. HD&W is a respected law firm devoted primarily to public finance and public projects. The Firm is consistently ranked among the top law firms in the nation and has been nationally recognized for its bond opinions.

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY FROM BBG INC. FOR THE 5TH STREET TRANSPORTATION BOND PROJECT

In February, the City Council authorized the acquisition of property for the 5th Street transportation bond project. Since then, the City's consultant, HDR Engineering, has completed the appraisal and negotiation process to acquire property from BBG Investments, LLC. This latest acquisition is located at 5th and Evans Streets and will acquire 21 square feet at a cost of \$1,500.

RESOLUTION APPROVING TASK ORDERS NO. 2 AND 3 TO THE PERSONAL SERVICES CONTRACT FOR THE DESIGN OF THE OREGON ROUTE 99W AT 2 ND STREET SIGNAL REPLACEMENT TRANSPORTATION BOND MEASURE PROJECT.

On November 10, 2015, the City Council awarded the contract for the design of the NE 2nd Street transportation bond measure project to Murray, Smith & Associates, Inc. This resolution amends this contract to include additional design services related to realigning 2nd Street, between Adams Street and Baker Street in order to minimize project impacts on private property. The estimated cost for the work associated with Task Order No. 2 is \$54,099. In addition, this resolution also calls for amending the contract to include design services for the 1st and 2nd Street pedestrian improvements. Preliminary design services for this work were included in the original contract and the estimated cost for Task Order No. 3 is \$259,763.

RESOLUTION AWARDING A BID FOR THE MCMINNVILLE MUNICIPAL AIRPORT, RUNWAY 4-22 REHABILITATION CONSTRUCTION PROJECT, PROJECT NO. 2014-1

In the spring, the City requested bids for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project. After reviewing both submitted bids, the staff is recommending the lowest responsible bidder, Kerr Contractors Inc, for contract award.

LIQUOR LICENSE APPLICATION

Casteel Custom Bottling, LLC is requesting a liquor license for operations at 3138 NE Rivergate St, Suite 301A. This facility will not be open to the public.

REGULAR AGENDA

PRESENTATIONS

Cynthia Thompson – Yamhill County Transit System Update

Chief Rich Leipfert – Staffing Update

Overtime has been steadily increasing over the years within the Fire Department and this discussion will provide background and a recommendation to add two additional fire fighters to reverse this trend. The staffing increase is expected to be budget neutral as the savings in overtime dollars will cover the staffing costs. As reference, the one additional position authorized by the City Council in July is projected to cover 28 shifts or \$38,000 in shift coverage through September and is on track to meet the expected overtime savings projected.

ORDINANCE

Establishing the McMinnville Committee for Public Art

In partnership with the City of McMinnville, the McMinnville Downtown Association Committee for Public Art (MDACPA) was established in 2007 with the goal of placing quality art pieces in public places to give citizens and visitors to historic downtown McMinnville an opportunity to interact with art as an integral part of the design of the community. Their efforts have resulted in the installation of many culturally significant pieces of art in the McMinnville Downtown Historic District. To extend that work throughout the City, the McMinnville Downtown Association and the MDACPA is recommending redesignating the MDACPA as the McMinnville Committee for Public Art with the responsibility to guide the development of the City's Public Art collection.

Authorizing Full Faith and Credit Bonds for Multiple Purposes

The City is seeking to finance the retirement of the PERS Transition Liability and the Urban Renewal Alpine Avenue Project. As such, this ordinance authorizes not more than \$3,600,000 in aggregate principal amount to finance the PERS pay-off and not more than \$2,200,000 in aggregate principal amount to finance the Urban Renewal Project. Note: the net savings projected from financing the retirement of the PERS Transition Liability is estimated to be \$925,000 over the next 10 years (\$92,500 annually).

RESOLUTIONS

Appointing members to the McMinnville Committee for Public Art

The current members of the MDA Committee for Public Art (MDACPA) have served the Committee with distinction and the staff is recommending the Council appoint the initial “at large” McMinnville Committee for Public Art members from the MDACPA ranks. In addition to these five members, two members should be selected from a combined candidate pool made up of the McMinnville Downtown Association (Board or Executive Director), Visit McMinnville (Board or Executive Director) and the McMinnville Downtown Association Design Committee. Recommendations for these positions include Jenny Berg, MDA board member and Rob Stephenson, Chair of the MDA Design Committee and member of the MDACPA.

Adopting Standards and Policies for the McMinnville Committee for Public Art

The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. As such, this resolution outlines guidelines to define how the collection will be developed and maintained.

For Payoff of Public Employee Retirement System (“PERS) Transitional Liability

In 2001 the City and McMinnville Water & Light became members of the OPERS Local Government Rate Pool (LGRP) which the Oregon legislature subsequently merged with the State/Community College Pool, forming the State and Local Government Rate Pool (SLGRP). Upon joining in 2001, a transition liability (if a City had underfunded PERS assets) or a surplus (if a City had overfunded PERS assets) was calculated to ensure that each employer entered the pool on a comparable basis.

Currently, the PERS transition liability for the City and McMinnville Water & Light is \$4,816,965 combined. This resolution defines the percentage breakout of this debt between the City and McMinnville Water & Light and is based on an average of PERS contribution and covered payroll data gathered from 2001 through 2015. Based on this calculation, the percentage allocation of the total transition liability to the City is 72.713% or \$3,502,560 and the allocation to McMinnville Water and Light is 27.287% or \$1,314,405.

URBAN RENEWAL AGENCY

RESOLUTION

Authorizing Indebtedness for Capital Projects Described in the McMinnville Urban Renewal Plan

In July, 2013 the City Council adopted the McMinnville Urban Renewal Plan which included public infrastructure and transportation improvements for Alpine Avenue as identified in the NorthEast Gateway Plan. The voters energized the first part of this project in 2014 with the passage of the City’s Transportation bond and now the City wishes to build on that success by allocating an additional \$2.2 million through Urban Renewal debt to extend the improvements on Alpine Avenue.



City Council- Regular

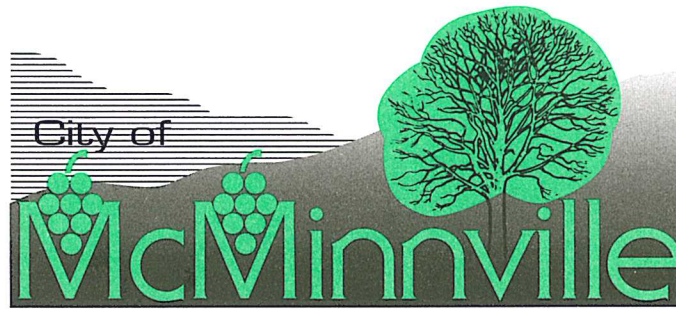
Meeting Date: 09/27/2016

TOPIC

PROCLAMATION: McMinnville MADE Day in conjunction with the National Manufacturing Day

Attachments

Proclamation



230 NE Second Street • McMinnville, Oregon 97128-4831 • www.ci.mcminnville.or.us

PROCLAMATION
MCMINNVILLE MADE DAY IN CONJUNCTION WITH
THE NATIONAL MANUFACTURING DAY
OCTOBER 7, 2016

WHEREAS, manufacturing makes a very significant contribution to the national, state, and local economy; and

WHEREAS, our community is fortunate to be the home of over 90 world-class manufacturing companies; and

WHEREAS, those manufacturing companies add to the vitality and prosperity of our community by employing over 3,400 people with a \$108 million average annual payroll.

NOW, THEREFORE, I, RICHARD L. "RICK" OLSON, Mayor of the City of McMinnville, do hereby proclaim October 7, 2016, to be

MCMINNVILLE MADE DAY IN CONJUNCTION WITH
THE NATIONAL MANUFACTURING DAY

in McMinnville and urge all citizens to join in recognizing the value of our manufacturers and the importance they serve in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 27th day of September 2016.



Richard L. "Rick" Olson, Mayor



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Consider Minutes of the June 14, 2016 Dinner and Regular City Council Meetings

BACKGROUND:

Attachments

June 14, 2016 Minutes

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

Tuesday, June 14, 2016, at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

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

Also present were City Manager Martha Meeker, City Attorney David Koch, Police Chief Matt Scales, Planning Director Doug Montgomery, and a member of the news media, Tom Henderson of the *News Register*.

DINNER

CALL TO ORDER: Mayor Olson called the meeting to order at 6:25 p.m. and advised that Councilors Ruden and Yoder had been excused from the evening's meetings.

LAND USE DISCUSSION: City Attorney Koch provided a brief review of relevant land use laws that apply to the City Council and Planning Commission. He explained that a "quasi-judicial" public hearing requires the Board to apply the applicable criteria from the City's Comprehensive Plan. He also addressed rules pertaining to site visits, procedural rights of the applicant, and ex parte contact. A legislative public hearing permits the Board to make policy and the individual board members are allowed to bring their own biases into the discussion. City Attorney Koch stated that during the next training session, he would go over conflicts of interest and other land use laws.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting at 6:55 p.m.

Rose A. Lorenzen, Recording Secretary

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

Tuesday, June 14, 2016, at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

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

Also present were City Manager Martha Meeker, City Attorney David Koch, Police Chief Matt Scales, Planning Director Doug Montgomery, and a member of the news media, Tom Henderson of the *News Register* and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:07 p.m. and welcomed all in attendance. He noted for the record that Councilors Ruden and Yoder had been excused from the evening's meeting.

PLEDGE OF ALLEGIANCE: Councilor Drabkin let the pledge of allegiance. The Pledge of Allegiance was followed by 30 seconds of silence in remembrance of victims of the Orlando, Florida shootings.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Jason Lett, 1015 NE 10th Avenue, advised that as an owner of one of the largest businesses in the NE Gateway District, he wanted to thank staff and HDR Engineering in regard to their construction communications to area business owners. He cautioned that some of the designs proposed will affect traffic and truck flow. The improvements will be expensive to install and maintain. He advised he would be bringing more thoughts about the improvements to the Council in the future.

Jack Reed, 1610 SE Queensborough Court, spoke on behalf of his neighbors who were present in the audience. He advised that there is a drug house on Queensborough Court and the house was recently raided by the Police and people were taken to jail. He stated that the house in question is involved in a bankruptcy and the bank will not do anything. There is no electrical or garbage service to the house.

Elizabeth Stapish, 919 SE Angella Court, spoke about the condition of Thompson Park. She stated that she lives very close to the entrance of the Park and around the corner

from Mr. Reed. She explained that the people from the drug house are using heroin and methamphetamines and because there is no electrical service to the house they are living in, they are traveling around the neighborhood to charge their cell phones. They use heroin at the park and discard their needles at the entrance to the park. She acknowledged that the Police are doing their best and they pull people in their cars over, but sometimes the people run away. She advised that the neighborhood children cannot play in their front yards. The situation is affecting the families that live there.

Mayor Olson thanked Ms. Stapish for the information and advised that the Council takes the well-being of the community's citizens very seriously. He noted that he would ask City Attorney Koch to strategize with Police Chief Scales regarding other options that might be available to the Officers.

Jerod Miller, 947 SE Ford Street, brought attention to the mental health issues surrounding addicts in life-long recovery. He pointed to a recent suicide of an individual who was prominent in the recovery community.

1

CONSENT AGENDA

1 a - c

The Councilor Hill MOVED to approve the following Consent Agenda items;

a. Minutes of the March 8, 2016 Dinner and Regular meetings;

b. Resolution No. 2016 - 30 regarding the award of the contract for the construction of the 2016 Slurry Seal, Project 2016-9;

c. Resolution No. 2016 - 31 approving a lease with Konect Aviation Oregon LLC to provide Fixed Base Operator and Airport Management Services at McMinnville Municipal Airport.

Councilor Menke SECONDED the motion. The motion PASSED unanimously.

2

PUBLIC HEARING

2 a

REGARDING RENEWAL OF THE DOWNTOWN ECONOMIC IMPROVEMENT DISTRICT: Mayor Olson opened the public hearing at 7:27 p.m. and asked for a staff report.

City Attorney Koch gave a brief staff report, referencing Planning Director Montgomery's memorandum that was in the Council packets. He advised that the McMinnville Downtown Association (MDA) has not proposed any changes to the zone boundaries or fees. Additionally, letters have been sent notifying all property owners within the District of the public hearing. No comments in opposition to the District were received.

Mayor Olson asked for testimony.

Scott Cunningham, 115 SE Mountainview Lane, advised that he was the current president of the MDA. He thanked Planning Director Montgomery who has been leading the Planning Department and who has worked very closely with the MDA. He congratulated Mayor Olson on his election to the Yamhill County Board of Commissioners and thanked City Manager Meeker for the City's on-going partnership with the MDA.

Mr. Cunningham briefly reviewed the history and purpose of the MDA and advised that McMinnville's downtown, one of just six Main Street designations in the United States, is a model for many communities. He advised that the assessments make up nearly one-quarter of the MDA's budget. He asked the Council for the following small change: to revise the title of the Manager to Executive Director. He explained that this small change would bring the position in line with Visit McMinnville's Executive Director, McMinnville Economic Development Partnership Executive Director, and the Chamber of Commerce's title of President/CEO.

Mr. Cunningham introduced MDA Manager Rebecca Quandt and MDA Board Secretary Karen Mosier. He stated that Ms. Quandt works closely with the McMinnville Economic Development Partnership Executive Director, Jody Christensen. He thanked Ms. Quandt and the MDA staff for all they do. He introduced Karen Mosier and advised that she serves as the MDA Board Secretary and as co-chair of the Economic Improvement Committee. She, too, shares the MDA's mission to be the economic, social, and cultural heart of the community.

MDA Manager Quandt spoke to the Council about the economic improvement district (EID). She spoke about the walking map and the historic Stroll booklet and noted that version 2 will include new properties and new stories. She advised that the Park Ranger patrol program continues to be a very successful addition to the downtown area. She pointed out the natural link between Third Street and the Granary District and pledged the Association's support in working together to make the downtown strong, healthy, and vibrant.

Secretary Mosier thanked the Council for the opportunity to read a letter from Walt Gowell in support of the MDA. She noted that Mr. Gowell is an active volunteer in the downtown movement who strongly endorses the EID. Mr. Gowell was also on the original MDA Board of Directors.

Mr. Cunningham concluded the presentation by saying that this is a downtown to pattern successes in other Oregon communities. The stewardship that is taken with the funds is what has helped to make it all happen.

Mayor Olson thanked Mr. Cunningham, Ms. Quandt, and Ms. Mosier for their testimony.

Jerod Miller, 947 SE Ford Street, suggested that more pedestrian crossings be made available in the downtown area to alleviate some of the traffic problems, especially crossing Adams Street. Mayor Olson responded that the Second Street project should help alleviate some of the pedestrian crossing problems.

Mayor Olson closed the public hearing at 7:51 p.m.

City Attorney Koch advised that the proposed Executive Director title change was incorporated into the draft ordinance language. By consensus all were in favor of changing the title of the Manager to Executive Director.

City Attorney Koch read by title only Ordinance No. 5005 extending the duration of the McMinnville Downtown Economic Improvement Assessment District. (No Councilor present requested that the ordinance be read in full.) The title of the ordinance was read for the second time.

Ordinance No. 5005 PASSED by a unanimous roll-call vote.

2 c

7:00 P.M. PUBLIC HEARING REGARDING THE PROPOSED BUDGET AS APPROVED BY THE BUDGET COMMITTEE: Mayor Olson advised that this public hearing would be legislative in nature and opened the hearing at 7:55 p.m.

Finance Director Baragary gave the staff report and explained that the public hearing was required by local budget law and it allows citizens to comment on the proposed 2016 - 17 budget. As required by Oregon budget law, the financial summary was published in the *News Register* on May 31, 2016.

Elizabeth Stapish, 919 SE Angella Court, stated that she would like to see funds allocated to mental health and drug rehabilitation - i.e., an in-house treatment center and mental illness beds, rather than just sending people to jail.

Councilor Jeffries thanked Ms. Stapish and advised that the Council is not blind to these problems. He pointed out that this matter would be an appropriate one to take to the Yamhill County Board of Commissioners. Councilor Hill agreed with Councilor Jeffries and explained that while the City is charged with having adequate citizen protections in place (the Police Department); the County receives funds from the State of Oregon for mental health programs.

Mayor Olson provided Ms. Stapish the County's meeting schedule.

McMinnville Industrial Promotions (MIP) President Doug Hurl and McMinnville Economic Development Partnership (MEDP) Executive Director Jody Christensen spoke to the City Council and advised that City Manager Meeker had suggested that they come before the Council at this time to reiterate

MEDP's original funding request. She distributed written information to the Council that relayed additional information about MEDP and its functions. She reviewed the documentation provided.

Discussion ensued regarding funding for MEDP. It was noted that there are currently no additional funds available; and communication between the MEDP and Council needs to be more robust. It was noted that there might be additional funding available in October.

Ms. Christensen thanked the Council for taking time to listen and advised that the partnership between the City, the Chamber, McMinnville Industrial Promotions, and McMinnville Water and Light is extraordinary and wanted the Council to know the importance of having the City walk with them.

Mark Davis, 652 SE Washington Street, reminded the Council that the reason the funding had been reduced for the MEDP was to give additional funding to a lobbyist for the bypass. He stated his preference would be that the funds go to MEDP, but cautioned against taking the funds from the City's Street Fund to pay for the bypass and lobbyist efforts.

Nathan Knottingham, 3593 NE Harvest Drive, spoke as President and CEO of the McMinnville Area Chamber of Commerce. He advised that MEDP is part of a four-legged economic table in McMinnville, and encouraged discussion of MEDP's funding. He pointed out that although the Chamber does not write the largest check for MEDP, it contributes about \$40,000 of in-kind housing for the organization. This is paid for directly from membership dues. He stated that many cities are very envious of what is occurring in McMinnville.

CLOSE PUBLIC HEARING: No additional public testimony was heard. Mayor Olson closed the public hearing at 8:36 p.m.

City Attorney Koch asked whether there had been consensus to modify the budget. Mayor Olson responded that no modifications would be made.

2 d

7:00 P.M. PUBLIC HEARING - REGARDING THE PROPOSED USES OF STATE REVENUE SHARING FOR FISCAL YEAR 2016 - 2017: Mayor Olson asked for a staff report.

STAFF REPORT: Finance Director Baragary gave a brief report and noted that the State Revenue Sharing Law, ORS 221.770, requires cities to annually pass an ordinance or resolution requesting state revenue sharing money. In order to receive state revenue sharing in 2016 - 2017, a city must have levied property taxes in the preceding year and must hold a public hearing before the City Council on the proposed uses of funds in relation to the entire budget. She stated that the \$325,000 of state revenue

sharing available to the City is proposed to be spent in the following manner:

• Administration - City Hall & City Property Public parking structures & lots maintenance	24,040
• Administration - Community Services YCTA Public Transportation Support	22,500
Support of McMinnville Economic Development Partnership	60,000
• Administration - Legal Office furniture and computer equipment	12,400
• Municipal Code software	2,000
• Police - Police Patrol Vehicles (2)	81,695
• Police - MDTs and related equipment (2)	21,665
• Fire - Department's share of station remodel (Design and Engineering)	45,000
• Fire - Breathing apparatus - SCBA	10,000
• Fire - Tablet computers (2)	4,400
• Aquatic Center - Replace diving board	4,000
• Aquatic Center - Replace restroom door and frame	3,800
• Aquatic Center - replace weight room matting	3,000
• Community Center - window replacement	2,800
• Community Center - door repair	2,500
• Library - Workstation replacements (14)	25,200
• Park Maintenance - Zero turn rotary mower	13,000
• Library - Window Caulking and Stucco Repair	12,470
• Library - Workstation replacements (11)	<u>18,700</u>
Total Possible Expenditures	<u>\$325,000</u>

PUBLIC TESTIMONY: Mayor Olson asked for public testimony. None was heard.

CLOSE PUBLIC HEARING: Mayor Olson closed the public hearing at 8:38 p.m.

3 NEW BUSINESS

3 a DAVE LARMOUTH FROM RECOLOGY WESTERN OREGON REGARDING PROPOSED RATES: Mayor Olson welcomed Recology Western Oregon General Manager Fred Stemmler. Mr. Stemmler thanked the Mayor and Council for the opportunity to discuss Recology's proposed rates. He noted that he was standing in for Rate and Contract Analyst Dave Larmouth. He reminded the City Council that the franchise is structured to operate within a target margin plus the annual consumer price index (CPI). This year the CPI was 0.5 percent.

Mr. Stemmler discussed the rate schedule and pointed out "Option B" which included the addition of "wet garbage." He stated that Recology will, if approved by the City Council, begin accepting wet garbage, i.e., if it grows in your yard, they will accept it. This service would include the addition of a third container and would include yard debris and a very small amount of food. Additionally, another container could be added to accept glass. He described how the collection system would work.

Following discussion the Council by consensus agreed to move forward on July 1, 2016 with the CPI increase and then when Recology is ready to roll out Option B, they may do so.

Councilor Drabkin MOVED to approve Option B provided by Recology Western Oregon; SECONDED by Councilor Menke. Motion PASSED unanimously.

3 b

PRESENTATION: HILL ROAD TRANSPORTATION BOND PROJECT: Community Development Director Bisset stated that the Hill Road project is the largest corridor project contained within the bond measure and calls for improving Hill Road from Second Street to Baker Creek Road. He stated that two open houses regarding the project had been held with overwhelmingly positive reactions. He introduced CH2M Hill representatives Dave Simmons and Darren Hippenstyle.

Mr. Simmons spoke to the Council and noted that he was the Project Manager who was leading the Hill Road project. He discussed the project and noted that alternatives included how to address the three main intersections - Hill Road and Second Street; Hill Road and Wallace Road; and Hill Road and Baker Creek Road. He discussed each of the intersections and advised that in Alternative No. 1 signaled intersections were not yet warranted at these intersections; however, signals at Second Street and Baker Creek Road intersections will be needed at some point in the future. Alternative No. 2 included roundabout intersections at both Wallace Road and Baker Creek Road and a mini roundabout at Second Street. From feedback received at the open houses, it was determined that a hybrid roundabout plan would be needed if that alternative was selected. Alternative 3 includes a stop controlled intersection at Second Street with roundabouts at Wallace and Baker Creek Road intersections. He explained that the Second Street intersection roundabout was excluded from this alternative because the intersection is more constrained with less right-of-way available. Safety

benefits from mini roundabouts are not as good as the engineers would like. Mr. Hippenstyle explained that the traffic study revealed that only Second Street and Baker Creek Road met the signal thresholds for 20 years into the future.

Community Development Director Bisset pointed out that one of the unspoken benefits of the Wallace Road roundabout would be that it would break up the long corridor and would lessen the speed of travel. It would create a traffic calming intersection.

Following additional general discussion on the topic, Mayor Olson thanked Mr. Simmons and Mr. Hippenstyle for their informative presentation.

3 c

PRESENTATION: POLICE DEPARTMENT INVESTIGATION TEAM:
Police Chief Scales advised that the presentation the Department had for this evening's meeting would most likely take between 40 to 45 minutes and he suggested that because of the lateness of the hour, the presentation be postponed.

Sergeant Scott Fessler added that the information his team would provide was extremely important and if the City Council wished to hear about staffing and case loads, it would take the Council's time and attention.

Following a brief discussion, it was decided to hold a 6:00 p.m. work session at the June 28, 2016 Council meeting.

3 d

REQUEST TO INITIATE LEGISLATIVE ZONING ORDINANCE AMENDMENT:
Planning Director Montgomery referred to the memorandum included in the Council packets regarding the 1000 foot buffer around preschools as it related to the marijuana ordinance. Because there is a lack of a licensing program at the state level regarding preschools and the various types of preschools, the way the current ordinance is crafted would make it very difficult, if not impossible, to enforce. He advised that staff would like Council direction as to two options - either remove the buffer regarding preschools entirely or to direct staff to better define preschools. He added that staff cannot provide a map because no one in the City has a record of the preschools or where they are located. Council could eliminate the restriction altogether; or, if it desired, the buffer could be maintained. If the latter were the Council's preference, then a process should be initiated regarding how to better define "preschools."

DRAFT

Council discussion ensued following which Councilor Menke MOVED to initiate a legislative amendment process; SECONDED by Councilor Drabkin. Motion PASSED unanimously.

4 ADVICE / INFORMAITON ITEMS

4 a and b CITY COUNCIL AND DEPARTMENT HEAD REPORTS: Due to the lateness of the hour, no Council or Department Head reports were heard.

5 ADJOURNMENT: Mayor Olson adjourned the Regular City Council meeting at 10:25 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 09/27/2016

Subject: Debt issuance bond counsel services

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution No. 2016-___: Approving a contract with Hawkins, Delafield & Wood LLP for Bond Counsel Services

BACKGROUND:

The City is pursuing the issuance of debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. It is in the City's best interest to contract with bond counsel to provide guidance during the debt issuance process. In the past, the City has contracted with individuals currently employed with Hawkins, Delafield & Wood LLP (HD&W) to provide this guidance. HD&W is a respected law firm devoted primarily to public finance and public projects and is well qualified to provide bond counsel services to the City.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving the contract with Hawkins, Delafield & Wood LLP for bond counsel services.

Attachments

Resolution HD&W Contract
HD&W Contract

RESOLUTION NO. 2016 - _____

A Resolution approving a contract with Hawkins, Delafield & Wood LLP for Bond Counsel Services

RECITALS:

The City is pursuing the issuance of debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. To provide guidance during the debt issuance process, it is in the City's best interest to contract with an experienced bond counsel firm.

In the past, the City has contracted with individuals currently associated with Hawkins, Delafield & Wood LLP (HD&W) to provide this guidance. HD&W is a respected law firm devoted primarily to public finance and public projects. The Firm is consistently ranked among the top law firms in the nation and has been nationally recognized for its bond opinions. HD&W is well qualified to provide bond counsel services to the City.

Professional services provided by HD&W include rendering a legal opinion regarding the tax exempt status of the debt, preparing documents, and reviewing and responding to specific legal issues relating to structuring of the debt issuance.

The City desires to enter into a contract with Hawkins, Delafield & Wood LLP to provide bond counsel services related to the City's issuance of debt.

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

1. That entry into a contract between the City of McMinnville and Hawkins, Delafield & Wood LLP is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Hawkins, Delafield & Wood LLP.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY



PHONE: 503-402-1320
FAX: 503-402-1331

200 SOUTHWEST MARKET STREET
PORTLAND, OR 97201
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND

September 7, 2016

Via Email: marcia.baragary@ci.mcminnville.or.us

Ms. Marcia Baragary, Finance Director
City of McMinnville
230 NE Second Street
McMinnville, OR 97128

Dear Ms. Baragary:

Thank you for selecting Hawkins Delafield & Wood LLP to act as Bond Counsel to the City of McMinnville, Oregon (the “City”) in connection with the issuance of its Full Faith and Credit-Backed Financing Agreements for PERS transitional liability payoff and financing urban renewal projects (collectively, the “Bond”). To this end, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. We are available to answer any questions that you may have concerning these provisions, or any modifications that you may wish to suggest. We at Hawkins are pleased to have the opportunity to serve the City.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the City. We will be engaged hereunder to render legal advice to the City as its bond counsel in connection with the issuance of the Bond, including the following:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and, where appropriate, excludability of interest on the Bond from gross income for federal and state of issue income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bond, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as are necessary or appropriate in

connection with the authorization, issuance and delivery of the Bond, except that we will not be responsible for any required Blue Sky filings.

- (4) Review and respond to specific legal issues raised by the City that relate to and arise out of the City's structuring of the Bond issue.
- (5) Prepare bond authorization proceedings and documentation.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date the Bond is exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the City, and we will assume continuing compliance by the City and all other participants in the transaction with applicable laws relating to the Bond. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that the City will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Bond Opinion, we are entitled to expressly rely upon the City's other counsel as to the issuance not: (i) being in default in the performance of the City's outstanding contractual duties and obligations, (ii) being in contravention of any legislative and regulatory provision, and (iii) being in non-compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Among other things, our duties do not include:

- (a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investments surveys with respect to the Bond.
- (d) Except as described in paragraph (2) above, drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation such as contested validation proceedings.

- (f) Making an investigation or expressing any view as to the creditworthiness or financial strength of the City or any other party being or having been contracted with by the City or the Bond.
- (g) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bond or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bond).
- (j) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

It is expressly agreed that the City shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the City no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing their obligations relating thereto.

In expressing its Bond Counsel opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Bond, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the issuer.

It is also expressly agreed that (i) our client for purposes of this representation is the City and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the City or in which the City has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the City or the firm may terminate this engagement at any time for any reason by not less than thirty (30) days written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the City in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.*

At the City's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.*

After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative City or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.*

Our fee for providing bond counsel services to the City, as described in paragraph 1 above, will be \$26,000 if the two financings are sold to a single bank or \$30,000 if the financings are sold to different banks.

Fees and expenses of others (such as consultants, appraisers and other counsel retained by you) will not be paid by us, and should be billed directly to you. Arrangements for billing and payment for services of others should be made between you and the other parties.

Statements will be submitted following the delivery of the Bond. Payment of our statements will be due promptly upon receipt. If any statement remains unpaid for more than 60 days, we may suspend work under this engagement until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. The failure of the firm to submit a statement to you at any particular time shall not be deemed any waiver by the firm to submit a statement on a later date that includes fees and charges attributable to the period up to that time.

Fee arrangements for future transactions will be negotiated at the time of the engagement.

6. *Attorney-Client Privilege.*

In recent years, several courts have said that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The City agrees that any communications between the lawyers and staff working on the City's matter and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the

September 7, 2016

Page 5

firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

7. *Client Responsibilities.* The City agrees to cooperate fully with us and to provide promptly all information known or available to the City relevant to our representation. The City also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

8. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties, and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the City. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

Hawkins Delafield & Wood LLP



By: *Gülgün Mersereau*

Agreed and Accepted:

City of McMinnville, Oregon

By: _____

Title: _____

Date: _____



City Council- Regular

Meeting Date: 09/27/2016

Subject: A Resolution approving the acquisition of property from BBG Investments, LLC for the 5th Street transportation bond project

From: Mike Bisset, Community Development Director

AGENDA ITEM:

Resolution No. 2016 – 67 - A Resolution approving the acquisition of property from BBG Investments, LLC for the 5th Street transportation bond project.

BACKGROUND:

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

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

The total purchase price for the properties is \$1,500.00, plus closing and escrow costs.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the acquisition of property from BBG Investments, LLC for the 5th Street transportation bond project, at the total purchase price of \$1,500.00, and authorizing the City Manager to execute the deeds and purchase documents

Attachments

RESOLUTION
DEED

RESOLUTION NO. 2016 - 67

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

RECITALS:

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

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

The total purchase price for the properties is \$1,500.00, plus closing and escrow costs.

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

1. That the acquisition of property from BBG Investments, LLC for the 5th Street transportation bond project, at the total purchase price of \$1,500.00, is hereby approved, and the City Manager is hereby authorized and directed to execute the deeds and purchase documents.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

GRANTOR: BBG Investments, LLC
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$1,500.00

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

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

DEDICATION DEED

BBG INVESTMENTS, LLC, AN OREGON LIMITED LIABILITY COMPANY, GRANTOR, conveys, warrants and dedicates to the CITY OF McMINNVILLE, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$1,500.00.

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

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

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

AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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

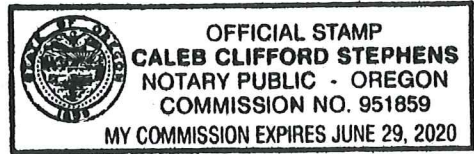
Dated this 10 day of September, 2016.

[Signature]
Name: William Robert Gee
Title: Vice President

~~Name:
Title:~~

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on 9-10-16 by William Robert Gee
as Vice President of BBG Investments, LLC, an Oregon limited liability company.



Caleb C. Stephens
Notary Public for Oregon
My Commission Expires: 6-29-20

~~State of Oregon)
) ss.
County of Yamhill)~~

~~This record was acknowledged before me on _____ by _____
as _____ of BBG Investments, LLC, an Oregon limited liability company.~~

~~Notary Public for Oregon
My Commission Expires: _____~~

APPROVAL OF CONVEYANCE (ORS 93.808)

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

Name:

Title:

State of Oregon)

) ss.

County of Yamhill)

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

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT A - Page 1 of 1

5th Street
5th Street Right of Way Acquisition
TL 4421BC02400
File 009

Parcel 1 – Fee

A parcel of land lying in the SW1/4 of the NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to BBG Investments, LLC recorded December 23, 2014 as Instrument No. 201416095, Yamhill County Deed Records, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 111+58.77 on the herein described center line of NE 5th Street; thence S42°58'08"E in a straight line to a point opposite and 42.00 feet Southerly of Engineer's Station 111+75.64 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

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

This parcel of land contains 21 square feet, more or less, outside the existing right of way.

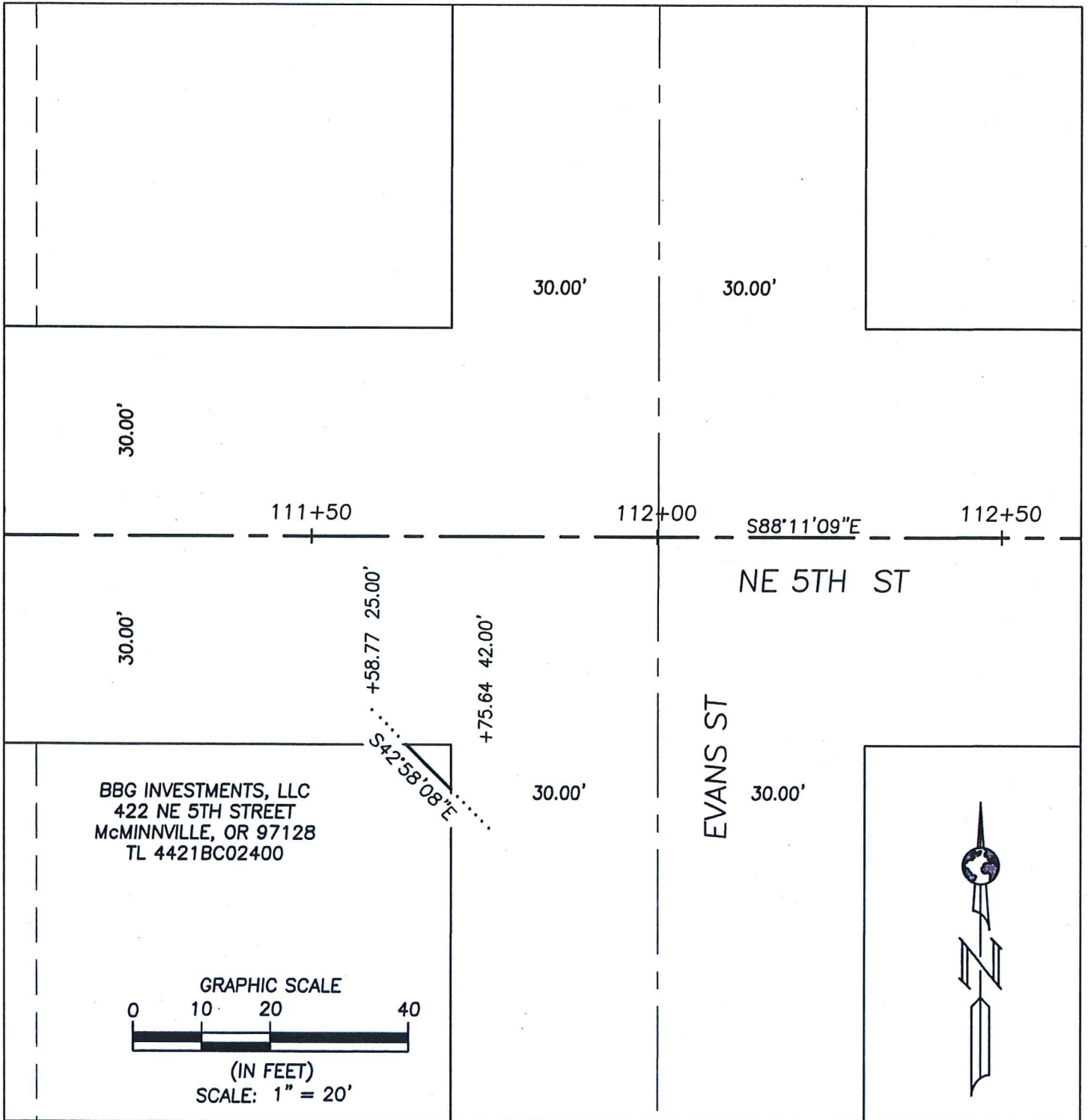


Robert C. Lennox



FEB 12, 2016

February 12, 2016



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Robert C. Lennox

OREGON
 JULY 14, 1998
 ROBERT C. LENNOX
 2886

RENEWAL: 12-31-16
 Feb. 12, 2016

EXHIBIT B
 5TH STREET RIGHT OF WAY ACQUISITION - FILE 009
 BBG INVESTMENTS, LLC
 422 NE 5TH STREET, McMINNVILLE
 NW 1/4 SECTION 21, T4S, R4W, W.M.,
 YAMHILL COUNTY, OREGON

DATE FEBRUARY 12, 2016

JOB NO. 2015010

bluedot
group

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



City Council- Regular

Meeting Date: 09/27/2016

Subject: 2nd Street Signals design contract amendments 2 and 3

From: Mike Bisset, Community Development Director

AGENDA ITEM:

Resolution No. 2016 - 68 - A Resolution approving Task Orders No. 2 and 3 to the Personal Services Contract for the design of the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project.

BACKGROUND:

On November 10, 2015, the City Council adopted Resolution 2015-54, awarding the Personal Services Contract for design services for the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project to Murray, Smith & Associates, Inc., in the amount of 370,859.00.

On March 2, 2016, the City Council adopted Resolution 2016-13 approving Task Order No. 1 to the Contract related to level 2 environmental site assessment work for the project.

The attached Task Order No. 2 amends the Contract to include additional design services related to realigning 2nd Street, between Adams Street and Baker Street, to minimize project impacts on private property. The estimated cost for the work associated with Task Order No. 2 is \$54,099.00.

The attached Task Order No. 3 amends the Contract to include design services for the 1st and 2nd Street pedestrian improvements. Preliminary design services for this work were included in the original Personal Services Contract. The estimated cost for the work associated with Task Order No. 3 is \$259,763.00

This work is funded by 2014 transportation bond proceeds. Construction of the 2nd Street signal improvements is targeted for the summer of 2017, and construction of for the 1st and 2nd Street pedestrian improvements is planned for the summer of 2018.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution approving Task Orders No. 2 and 3 to the Personal Services Contract for the design of the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project.

Attachments

RESOLUTION

TASK ORDER NO. 2

TASK ORDER NO. 3

RESOLUTION NO. 2016 - 68

A Resolution approving Task Orders No. 2 and 3 to the Personal Services Contract for the design of the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project.

RECITALS:

On November 10, 2015, the City Council adopted Resolution 2015-54, awarding the Personal Services Contract for design services for the Oregon Route 99W at 2nd Street signal replacement transportation bond measure project to Murray, Smith & Associates, Inc., in the amount of 370,859.00.

On March 2, 2016, the City Council adopted Resolution 2016-13 approving Task Order No. 1 to the Contract related to level 2 environmental site assessment work for the project.

The attached Task Order No. 2 amends the Contract to include additional design services related to realigning 2nd Street, between Adams Street and Baker Street, to minimize project impacts on private property. The estimated cost for the work associated with Task Order No. 2 is \$54,099.00.

The attached Task Order No. 3 amends the Contract to include design services for the 1st and 2nd Street pedestrian improvements. Preliminary design services for this work were included in the original Personal Services Contract. The estimated cost for the work associated with Task Order No. 3 is \$259,763.00

This work is funded by 2014 transportation bond proceeds. Construction of the 2nd Street signal improvements is targeted for the summer of 2017, and construction of for the 1st and 2nd Street pedestrian improvements is planned for the summer of 2018.

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

1. That Task Orders No. 2 and 3 to the Personal Services Contract between the City of McMinnville and Murray, Smith & Associates, Inc., in the total amount of \$313,862.00, are hereby approved.
2. The Personal Services Contract expiration date is extended to December 31, 2018.
3. The City Manager is hereby authorized to execute Task Orders No. 2 and 3.
4. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 27th day of September 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

TASK ORDER NO. 2
to the
PERSONAL SERVICES CONTRACT
with
MURRAY, SMITH & ASSOCIATES, INC.

This Task Order No. 2 amends the personal services contract, dated November 20, 2015, between the City of McMinnville (City) and Murray, Smith & Associates, Inc. (Contractor) for engineering design and construction services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide additional design services related to realigning 2nd Street, between Adams Street and Baker Street, to minimize project impacts on private property, per the attached Scope of Work. The estimated cost for the work associated with Task Order No. 2 is \$54,099.00.

2. EFFECTIVE DATE

This Task Order No. 2 is effective on the date at which it is fully executed.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 2, with a total sum not to exceed \$54,099.00.

4. OTHER CONDITIONS / REQUIREMENTS

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

For the Owner:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____



Murray, Smith & Associates, Inc.
Engineers/Planners

121 S.W. Salmon, Suite 900 ■ Portland, Oregon 97204-2919 ■ PHONE 503.225.9010 ■ FAX 503.225.9022

15-1751.0101
September 8, 2016

Mike Bisset, P.E.
Community Development Director
City of McMinnville
Community Development Center
231 NE Fifth Street
McMinnville, Oregon 97128

Re: Oregon Route 99W at 2nd Street Signal Replacement Project –
Contract Amendment Request No. 2

Dear Mike:

This letter serves as a Contract Amendment request associated with the above referenced project. This request follows up on our recent correspondence regarding certain additional services associated with modifications to the alignment of 2nd Street, as requested by the City, outside our original scope of work for the Oregon Route 99W at 2nd Street Signal Replacement project. The 2nd Street realignment is intended to minimize impacts to private property owners within the project limits. A brief description of additional services, modifications to the original Scope of Work and requested budget adjustments follows:

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Provide additional project management and coordination for extending the project design schedule by three months.

Tasks 1.1 through 1.3 – No change.

Task 1.4 Project Team Meetings

The 60 percent design review meeting will be covered under the original Task 1.4 budget. No additional budget is required for this additional meeting.

Task 1.5 Progress Reports and Invoicing

Consultant shall prepare progress reports and invoices for an additional three months to include the extended design schedule.

Tasks 1.6 and 1.7 – No change.

Task 1.8 McMinnville Fire Department Coordination

Consultant shall provide additional coordination with the McMinnville Fire Department. The realignment of 2nd Street will result in additional impacts to the fire station access and driveway to/from 2nd Street. Coordination will be focused on potential impacts to fire department access during construction. Traffic Control Plans will be revised with construction sequencing that will accommodate fire department access during construction. Coordination activities will be summarized in the monthly progress report.

Tasks 1.9 and 1.10 – No change.

Task 1.11 Overall Project Coordination

Consultant shall provide additional coordination with staff and subconsultants for the proposed design modifications, coordinate design reviews and the implementation of design review comments, and perform other project coordination as required. For the 60% design submittal, all review comments provided by the City and other involved parties will be compiled, along with a proposed response to each comment received.

Task 1.12 – No change.

Task 1 Deliverables

Invoices and progress reports (monthly); Meeting agendas and minutes. Summary of review comments received for each submittal, with proposed Consultant response to each review comment. Updates to project website.

TASK 2 - TOPOGRAPHIC SURVEYING AND BOUNDARY SURVEY

No change.

TASK 3 – ENVIRONMENTAL COORDINATION AND REPORTING

Consultant shall modify the Endangered Species Act No Effect memorandum to reflect the revised project impacts.

Task 3.1 Endangered Species Act (ESA) No Effect (NE) Memorandum

The No Effect memorandum shall be updated and prepared in accordance with the original Scope of Work, based on the revised project impacts.

Task 3.1 Deliverables

No change.

Task 3.2 – No change.

TASK 4 - HAZARDOUS MATERIAL CORRIDOR ASSESSMENT

No change.

TASK 5 – GEOTECHNICAL AND PAVEMENT DESIGN

Task 5.1 - No change.

Task 5.2 Signal Foundation Analysis and Design

5.2.1 through 5.2.3 – No change.

Task 5.2.4 Structural Analysis

Consultant shall perform additional structural analyses for up to four (4) signal pole foundations based on the field and laboratory test data completed from geotechnical recommendations for foundation design and construction. The analysis and design for the foundation shall be conducted in accordance with the original Scope of Work.

Task 5.2.4 Deliverables

No change.

5.2.5 – No change.

TASK 6 - TRAFFIC ENGINEERING & ANALYSIS

Task 6.1 - No Change.

Task 6.2 Traffic Signal Design

Consultant shall modify traffic signal designs based on the 2nd Street realignment and prepare 60 percent plans for a new interim deliverable. The analysis and design for the traffic signals shall be conducted in accordance with the original Scope of Work.

Task 6.2 Deliverables

The interim 60 percent traffic signal design deliverables shall be submitted as part of Task 11 deliverables.

TASK 7 – PARKING LAYOUT FOR IMPACTED PROPERTIES

Consultant shall develop one additional parking layout for impacts to the privately owned lot (First Federal) for review by the City and property owner.

Task 7 Deliverables

No change.

TASK 8 - UTILITY COORDINATION

Consultant shall identify utilities within the revised project limits, evaluate potential utility conflicts, and coordinate utility efforts for relocation of impacted facilities.

Task 8.1 Impact Assessment and Notifications

Consultant shall identify utilities within the revised project limits, determine possible conflicts with the proposed project, identify conflicts on plan sheets, develop an itemized conflict list and issue revised conflict notices to impacted utilities.

Tasks 8.2 and 8.3 – No change.

Task 8 Deliverables

One additional iteration of utility conflict plan sheets and conflict list spreadsheet. One additional conflict notice to each affected utility.

TASK 9 – PERMIT APPLICATIONS

No change.

TASK 10 – DEVELOP DESIGN CRITERIA

No Change.

TASK 11 - PRELIMINARY (50 PERCENT) DESIGN

Task 11.1 Preliminary (50 Percent) Design – No change.

Task 11.2 Preliminary (60 Percent) Design (New Task)

Consultant shall prepare a 60 percent design deliverable based on the revised 2nd Street alignment. The 60 percent design submittal includes the following tasks:

- Revising preliminary surface hydraulic assessment, stormwater collection and conveyance, and water quality treatment designs consistent with current City standards. Document the findings and design elements with a Stormwater Management Report.
- Conducting a revised photometric analysis to determine a conceptual-level pedestrian-scale light pole layout.
- Verifying that the proposed design conforms to right-of-way, slope, utility and drainage easements (if any), and identifying property acquisition needs.
- Preparing and submitting 60 percent plans to the City's project manager for review. All items listed below to support the preliminary design shall be included:
 1. Revised preliminary title and index sheets. Index shall contain a detailed listing of all sheets expected to be used in the design (plans, profiles, elevations, cross-sections, details, etc.).
 2. Revised preliminary street construction ("Roadway Design") plans, depicting preliminary curb and sidewalk locations, proposed pedestrian ramp upgrades, cut/fill limits, and existing or planned right-of-way and easement locations per the conceptual design and as determined by Consultant.
 3. Revised preliminary stormwater design. At this level, overall dimensions, pipe sizes and proposed alignments shall be shown.
 4. Revised preliminary traffic signal plans. It is assumed that traffic signal plans are limited to the intersections of NE 2nd Street and NE Adams Street, and NE 2nd Street and NE Baker Street (refer to Task 6 for specific work tasks related to this item).
 5. Revised preliminary traffic signing and striping plans.

6. Revised parking lot striping layout plans for impacted lots.
 7. Revised preliminary street/pedestrian lighting plans.
 8. Revised preliminary traffic control and construction staging plans.
 9. Revised preliminary cross-sections.
- Providing a revised preliminary engineer's construction cost estimate based on itemized quantity estimate, with appropriate contingencies.

Task 11 Deliverables

60 percent Plans, Specifications and Construction Estimate.

TASK 12 - 90 PERCENT DESIGN SUBMITTAL

The project team was in the process of advancing the 50 percent design concept plans to a 90 percent design level when right-of-way constraints necessitated changes to the 2nd Street roadway alignment. Additional 90 percent design budget is requested to replace a portion of the original budget spent prior to the realignment. The additional budget will be utilized to advance the realigned 60 percent design to the 90 percent design level. The 90 percent design shall be conducted in accordance with the original Scope of Work.

Task 12 Deliverables

No change.

TASK 13 - 100 PERCENT FINAL DESIGN SUBMITTAL

No change.

TASK 14 - BID AND AWARD SUPPORT SERVICES

No change.

TASK 15 - PUBLIC INVOLVEMENT

No change.

TASK 16 - RIGHT-OF-WAY (ROW) DESCRIPTIONS AND EXHIBITS

Mr. Mike Bisset, P.E.
September 8, 2016
Page 7

No change.

TASK 17 – RIGHT-OF-WAY ACQUISITION AND DEDICATION

No change.

TASK 18 - 1ST AND 2ND STREET PEDESTRIAN IMPROVEMENTS SCOPING

No change.

TASK 19 – SANITARY SEWER REHABILITATION DESIGN

No change.

The attached spreadsheet provides a breakdown of estimated fees for the above outlined scope of additional services as well as associated direct project expenses.

We very much appreciate this opportunity to provide additional services to the City of McMinnville. We are available to personally review this letter with you as may be desired. In the meantime, if we may offer any further information or answer any questions, please feel free to contact us. Thank you.

Sincerely,

MURRAY, SMITH & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "William S. Evonuk". The signature is fluid and cursive, with a long horizontal stroke at the end.

William S. Evonuk, P.E.
Project Manager

Enclosure

**OREGON ROUTE 99W AT 2ND STREET SIGNAL REPLACEMENT
CITY OF MCMINNVILLE
PROPOSED FEE ESTIMATE
AMENDMENT NO. 2**

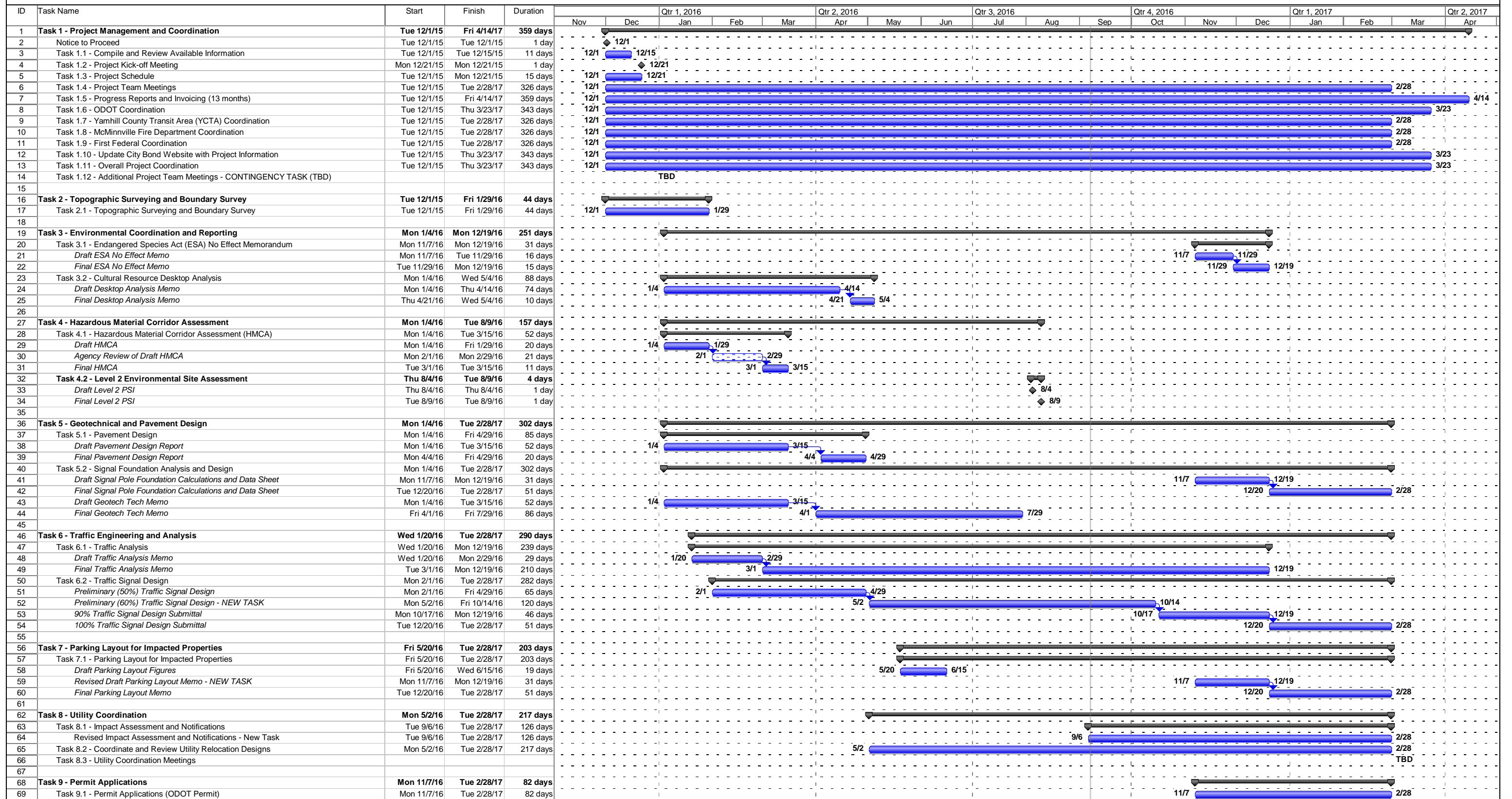
								ESTIMATED FEES								Subconsultant Total	Expenses	Total
	Principal Engineer V \$210	Professional Engineer VII \$154	Professional Engineer IV \$130	Engineering Designer II \$112	Technician IV \$124	Administrative I \$72	Hours	Labor	Subconsultants									
									HDJ	GRI	EPIC	HRA	MB&G	KITTELSON	OBEK			
Task 1 - Project Management and Coordination							0	\$ -								\$ -	\$ -	\$ -
Task 1.5 - Progress Reports and Invoicing (Additional 3 months)	1	3					4	\$ 672								\$ -	\$ -	\$ 672
Task 1.8 - McMinnville Fire Department Coordination		1	6				7	\$ 934								\$ -	\$ -	\$ 934
Task 1.11 - Overall Project Coordination	2	16	4				22	\$ 3,404								\$ -	\$ -	\$ 3,404
Task 1 Subtotal	3	20	10	0	0	0	33	\$ 5,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,010
Task 2 - Topographic Surveying - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 2 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 - Environmental Coordination and Reporting							0	\$ -								\$ -	\$ -	\$ -
Task 3.1 - Endangered Species Act (ESA) No Effect Memorandum			2				2	\$ 260					\$ 950			\$ 950	\$ -	\$ 1,210
Task 3 Subtotal	0	0	2	0	0	0	2	\$ 260	\$ -	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 1,210
Task 4 - Hazardous Material Corridor Assessment - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 4 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 - Geotechnical and Pavement Design							0	\$ -								\$ -	\$ -	\$ -
Task 5.2 - Signal Foundation Analysis and Design			2				2	\$ 260						\$ 1,432		\$ 1,432	\$ -	\$ 1,692
Task 5 Subtotal	0	0	2	0	0	0	2	\$ 260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,432	\$ -	\$ 1,432	\$ -	\$ 1,692
Task 6 - Traffic Engineering & Analysis							0	\$ -								\$ -	\$ -	\$ -
Task 6.2 - Traffic Signal Design		1	3				4	\$ 544					\$ 7,181		\$ 7,181	\$ -	\$ 7,725	
Task 6 Subtotal	0	1	3	0	0	0	4	\$ 544	\$ -	\$ -	\$ -	\$ -	\$ 7,181	\$ -	\$ 7,181	\$ -	\$ 7,725	
Task 7 - Parking Layout for Impacted Properties							0	\$ -								\$ -	\$ -	\$ -
Task 7.1 - Parking Layout for Impacted Properties		1	6		2		9	\$ 1,182								\$ -	\$ 36	\$ 1,218
Task 7 Subtotal	0	1	6	0	2	0	9	\$ 1,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36	\$ 1,218
Task 8 - Utility Coordination							0	\$ -								\$ -	\$ -	\$ -
Task 8.1 - Impact Assessment and Notifications		2	6	18			26	\$ 3,104								\$ -	\$ -	\$ 3,104
Task 8 Subtotal	0	2	6	18	0	0	26	\$ 3,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,104
Task 9 - Permit Applications - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 9 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 10 - Develop Design Criteria - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 10 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 11 - Preliminary (50 Percent) Design							0	\$ -								\$ -	\$ -	\$ -
Task 11.2 - Preliminary (60 Percent) Design - New Task	2	16	60	60	40	2	180	\$ 22,508								\$ -	\$ 720	\$ 23,228
Task 11 Subtotal	2	16	60	60	40	2	180	\$ 22,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720	\$ 23,228
Task 12 - 90 Percent Design Submittal							0	\$ -								\$ -	\$ -	\$ -
Task 12.1 - 90 Percent Design Submittal		8	40	40			88	\$ 10,912								\$ -	\$ -	\$ 10,912
Task 12 Subtotal	0	8	40	40	0	0	88	\$ 10,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,912
Task 13 - 100 Percent Final Design Submittal - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 13 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 14 - Bid and Award Support Services - No Change							0	\$ -								\$ -	\$ -	\$ -
Task 14 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2ND STREET IMPROVEMENTS TOTAL	5	48	129	118	42	2	344	\$ 43,780	\$ -	\$ -	\$ -	\$ -	\$ 950	\$ 7,181	\$ 1,432	\$ 9,563	\$ 756	\$ 54,099

**OREGON ROUTE 99W AT 2ND STREET SIGNAL REPLACEMENT
CITY OF MCMINNVILLE
PROPOSED FEE ESTIMATE
AMENDMENT NO. 2**

								ESTIMATED FEES										Subconsultant Total	Expenses	Total
	Principal Engineer V \$210	Professional Engineer VII \$154	Professional Engineer IV \$130	Engineering Designer II \$112	Technician IV \$124	Administrative I \$72	Hours	Labor	Subconsultants											
									HDJ	GRI	EPIC	HRA	MB&G	KITTELSON	OBEC					
Task 15 - Public Involvement																				
Task 15 - Public Involvement - No Change							0	\$ -										\$ -	\$ -	\$ -
<i>Task 15 Subtotal</i>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC INVOLVEMENT TOTAL	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tasks 16 and 17 Right-of Way Services																				
Task 16 - Right-of-Way Descriptions and Exhibits - No Change							0	\$ -										\$ -	\$ -	\$ -
<i>Task 16 Subtotal</i>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 17 - Right-of-Way Acquisition and Dedication - No Change							0	\$ -										\$ -	\$ -	\$ -
<i>Task 17 Subtotal</i>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RIGHT-OF-WAY SERVICES TOTAL	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 18 - 1st and 2nd Street Pedestrian Improvements Scoping																				
Task 18 - 1st and 2nd Street Pedestrian Improvements Scoping - No Change							0	\$ -										\$ -	\$ -	\$ -
<i>Task 18 Subtotal</i>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1ST AND 2ND ST PEDESTRIAN IMPROVEMENTS SCOPING TOTAL	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 19 - Sanitary Sewer Rehabilitation Design																				
Task 19 - Sanitary Sewer Rehabilitation Design - No Change							0	\$ -										\$ -	\$ -	\$ -
<i>Task 19 Subtotal</i>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SANITARY SEWER REHABILITATION DESIGN TOTAL	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL TASKS	5	48	129	118	42	2	344	\$ 43,780	\$ -	\$ -	\$ -	\$ -	\$ 950	\$ 7,181	\$ 1,432	\$ 9,563	\$ 756	\$ 54,099		



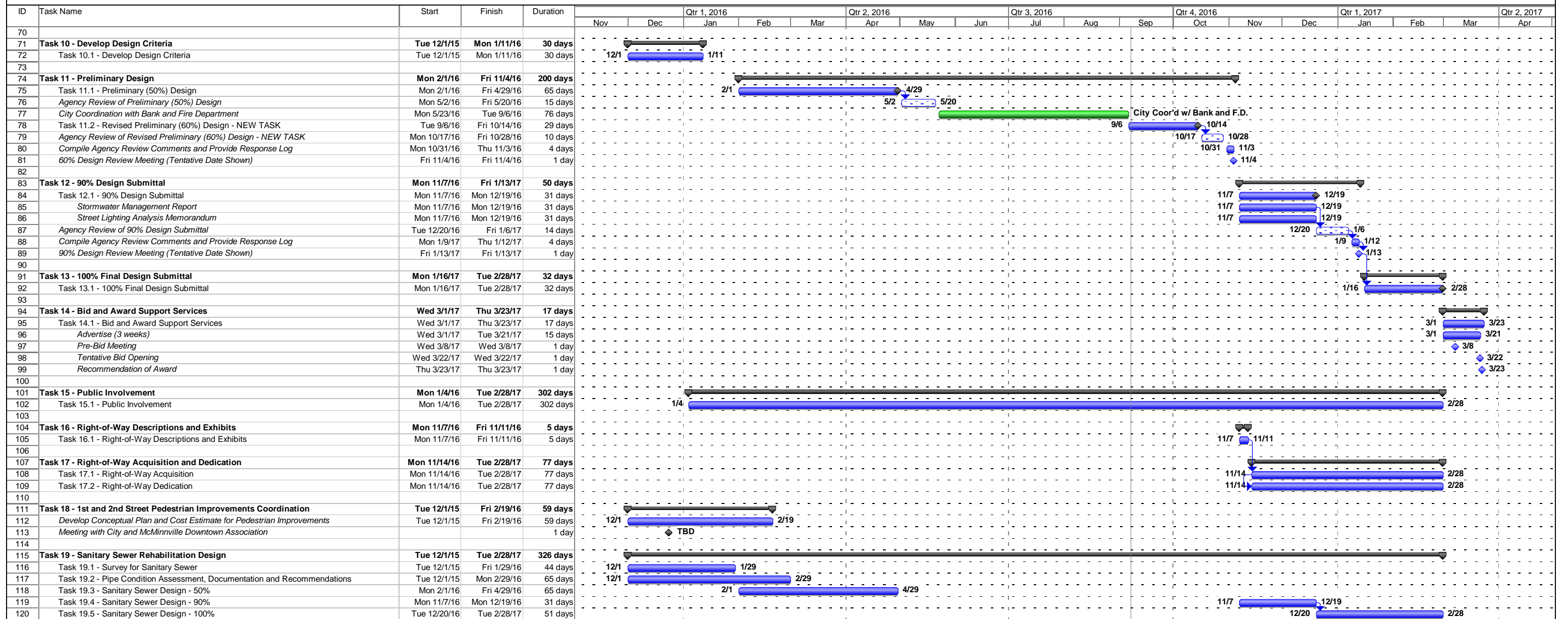
OR 99W at 2nd Street Signal Replacement City of McMinnville, OR Revised Project Schedule



Task [Solid Blue Bar] Agency Task [Dashed Blue Bar] Milestone/Meeting [Diamond] Summary [Arrow]



OR 99W at 2nd Street Signal Replacement City of McMinnville, OR Revised Project Schedule



Task Agency Task Milestone/Meeting Summary

TASK ORDER NO. 3
to the
PERSONAL SERVICES CONTRACT
with
MURRAY, SMITH & ASSOCIATES, INC.

This Task Order No. 3 amends the personal services contract, dated November 20, 2015, between the City of McMinnville (City) and Murray, Smith & Associates, Inc. (Contractor) for engineering design and construction services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide design services for the 1st and 2nd Street pedestrian improvements, per the attached Scope of Work. The estimated cost for the work associated with Task Order No. 3 is \$259,763.00

2. EFFECTIVE DATE AND DURATION

This Task Order No. 3 is effective on the date at which it is fully executed, and the expiration date of the Personal Services Contract is extended to December 31, 2018.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 3, with a total sum not to exceed \$259,763.00.

4. OTHER CONDITIONS / REQUIREMENTS

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

For the Owner:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____

City of McMinnville, Oregon
Scope of Work
Design Engineering Services
for
1st and 2nd Street Pedestrian Improvements

Project Information

Background

The City of McMinnville’s (City) 2010 Transportation System Plan (TSP) notes that “both Second and First Streets are expected to carry greater levels of traffic in the future. To help moderate the impact of traffic, especially in terms of pedestrian safety, and better link downtown McMinnville with south McMinnville neighborhoods, a series of pedestrian improvements are needed along Second and First Streets.”

2nd Street between Baker Street and the existing railroad tracks and 1st Street between Adams Street and the existing railroad tracks are identified in the TSP as a Pedestrian Crossing Enhancement Project (safety and access) (see Exhibit 4-6 of the TSP). Additionally, Exhibit 5-6 of the City’s Pedestrian System Plan of the TSP identifies locations of proposed sidewalk curb extensions within the limits noted above that would assist pedestrians crossing 1st and 2nd Streets from the minor streets.

This project is indicated as a Sidewalk/Pedestrian Safety Project on the City’s 2014 Street Improvements & Repair Bond Projects Map as part of the City’s General Obligation Bond measure for street improvements throughout the City.

Project Description

The 1st and 2nd Street Pedestrian Improvements project provides safe pedestrian crossings between Cowls Street and Johnson Street on 2nd Street, and between Adams Street and Johnson Street on 1st Street. The improvements include construction of sidewalk curb extensions to reduce the width pedestrians walk while crossing 1st and 2nd Streets, construction of ADA compliant sidewalk curb ramps, improved sight lines for motorists to see crossing and parallel pedestrian traffic, permanent signing and pavement markings for increased crossing visibility, pavement rehabilitation, and storm facility relocations/replacements where needed to accommodate the pedestrian improvements. See Figure 1 for a map of the proposed improvement locations. Proposed improvement locations are based on prior discussion and coordination with City staff. No pedestrian scale lighting or specialized crosswalks (pavers) are planned with this project.

It is anticipated that 1st Street and 2nd Street will receive inlay/overlay pavement rehabilitation with a few local structural pavement repairs. This conclusion is based only on visual inspection and no pavement analysis has been performed on these streets to date. The

scope of work includes a task for pavement analysis and preparing pavement rehabilitation recommendations.

City Responsibilities

The City of McMinnville will be responsible for the following:

- Confirm the project scope and design parameters for each street, including the required standards.
- Provide the Consultant copies of all available, relevant City utility "as-built" plans, topographical maps, reports and studies pertinent to the project.
- Provide Consultant with GIS base mapping, including existing city utilities, aerial photography and topographic contours, if available.
- Provide Consultant with digital copies of the City's standard construction specifications, details and "front end" bidding document sections.
- Participate in field walk through with Consultant staff to verify pavement rehabilitation treatments and limits.
- Provide staff time to attend project meetings and review project deliverables.
- Notifications for public meetings, meetings with the business community, and "open house" informational events; providing City staff to attend same; providing a venue for such events.
- Notification to property owners in the affected areas, as necessary.
- Assistance with coordination with significant stakeholders such as the business community, residents and utilities.
- Payment for all permit application fees, if applicable.

Consultant Scope of Services

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Provide overall management, direction and coordination for the project, including the following subtasks:

Task 1.1 Compile and Review Available Information

Consultant shall review project files, supplied technical data, City design standards, and policy and procedure manuals.

Task 1.2 Project Kick-off Meeting

Schedule, prepare for, and conduct a project kick-off meeting to review the purpose and scope of the project. This meeting may include representatives from City staff and other stakeholders as invited by the City. The meeting may involve a field tour of the project site.

Task 1.3 Project Schedule

Consultant shall prepare a detailed overall project schedule within 14 days of Notice to Proceed and update the schedule as required. It is anticipated that design will begin in fall of 2016 and that construction will begin in spring/summer of 2018 to avoid potential conflict with the OR99W at 2nd Street Signal Replacement project that is scheduled for construction in summer of 2017.

Task 1.4 Project Team Meetings

In addition to the project kickoff meeting, budget assumes up to two (2) project meetings will be required, to be held in McMinnville. These two meetings are assumed to occur after the 50% and 90% design submittals. Consultant shall schedule and lead project meetings and prepare meeting agendas and minutes. For estimating purposes, it is assumed that two (2) MSA team members will attend each meeting, anticipated to be four (4) hours in length including travel time.

Task 1.5 Progress Reports and Invoicing

Consultant shall monitor project scope, schedule and budget. Progress reports and invoices will be submitted on a monthly basis to the City's project manager. Issues potentially affecting scope, schedule or budget will be identified. Progress reports will describe work completed during the previous month.

Task 1.6 Overall Project Coordination

Consultant shall coordinate with subconsultants, assign to and manage the appropriate level of staff expertise for the project at each phase of design, coordinate design reviews and the implementation of design review comments, and perform other project coordination as required. For each submittal, all review comments provided by the City and other involved parties will be compiled, along with a proposed response to each comment received.

Task 1.7 Update City Bond Website with Project Information

Consultant shall provide regular project updates to the City for use in updating the City's transportation bond information website. Information may include photos, schedule updates and project progress updates. The budget assumes up to three updates will be provided during the design phase of the project.

Task 1 Deliverables

- Invoices and progress reports (monthly)
- Initial Project Schedule and updated project schedules as required
- Meeting agendas and minutes.

- Summary of review comments received for each submittal, with proposed Consultant response to each review comment.
- Updates to project website.

TASK 2 - SURVEYING

The majority of the project designs can be developed without a full site topographic survey; however, more complex sidewalk curb extensions and associated storm sewer relocations will require a detailed site depiction requiring surveying and site mapping.

Consultant shall establish survey control and field locate existing property lines/right-of-way within the limits of survey. Consultant shall obtain and review existing right-of-way records (i.e. surveys, plats, deeds and right-of-way maps) and determine right-of-way/centerline locations from the above information.

Task 2.1 Topographic Survey

Consultant shall complete surveying services necessary for sidewalk curb extension designs. Designs for sidewalk curb ramp retrofits shall be based on conceptual sketches and standard drawings with limited topographic survey. The survey limits for this scope of services shall include the following:

- 2nd Street:

Perform detailed topographic survey (see end of section for description) at the intersections at Davis Street, Evans Street and Ford Street (entire right-of-way at each intersection), 100 feet east and west of the intersection centerline, and 50 feet north and south of the intersection centerline. It is assumed that the intersection of 2nd Street and Cowls Street will utilize existing survey previously performed by the project surveyor in early 2016 on the OR99W at 2nd Street Signal Replacement Project. Consultant shall provide rim and flowline elevations of existing structures connected to the existing storm sewer main a minimum of one (1) structure upstream and downstream from the intersection.

Perform basic topographic survey (see end of section for description) for 2nd Street between the intersections identified above and 2nd Street from Ford Street to Johnson Street including 50 feet north and south of the centerline at cross street intersections.

- 1st Street:

Perform detailed topographic survey at the intersections at Cowls Street, Davis Street, Evans Street and Ford Street (entire right-of-way at each intersection), 100 feet east and west of the intersection centerline, and 50 feet north and south of the intersection centerline. Consultant shall provide rim and flowline elevations of existing structures connected to the existing storm sewer main a minimum of one (1) structure upstream and downstream from the intersection.

Perform basic topographic survey for 1st Street from the railroad tracks to Johnson Street including 50 feet north and south of the centerline at cross street intersections.

Detailed topographic survey work shall include field survey of all existing above ground features (i.e. edge of pavement, curb ramps, grade breaks, concrete sidewalk joints, buildings, improvements, trees (label size and species of all trees greater than 5-inch dbh), shrubs, utilities, signs, survey monuments, etc.) as well as elevations with one-foot contour intervals. Additional survey points will be taken (minimum 1-foot on center) within five feet of proposed curb extension locations to determine drainage alterations along the new curb line. The below ground utilities will be located from one-call locate paint marks and existing as-built maps. Consultant shall set temporary bench marks (TBMs) at each street intersection in locations where disturbance during construction is unlikely.

Basic topographic survey shall include field survey of the back of sidewalk, top of curb, face of curb, roadway centerline, manhole lids, catch basin grates and all other utility boxes, vaults or castings located in the sidewalk or roadway.

Task 2 Deliverables

- CAD files to be provided to the City at the end of the project.

TASK 3 - UTILITY COORDINATION

The Consultant will perform utility coordination work related to the following franchise and private utilities: water, power, communications, gas, cable television and other private utilities that may be present within the project limits. Consultant shall identify utilities within the project limits, evaluate potential utility conflicts, and coordinate utility efforts for relocation of impacted facilities. The City of McMinnville owns and maintains sanitary sewer and storm sewer facilities within the project area.

Task 3.1 Impact Assessment and Notifications

Consultant shall identify utilities within the project limits, determine potential conflicts and notify utilities. Work under this task includes:

- Develop a utility contact information list and mail project information letters to all utility companies involved to explain nature of the work and project schedule.
- Provide preliminary project plans to each utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built information and comparing with project base-mapping, field verify the location of utility facilities.

- Identify design conflicts on plan sheets.
- Issue conflict notices to impacted utilities via email.

Task 3.2 Coordinate and Review Utility Relocation Designs

Consultant shall coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant shall review each utility's relocation plans and proposed schedule, provide written comments, and issue approval via email. Consultant shall provide up to two (2) design review iterations per utility.

Task 3 Deliverables

- Utility contact list, utility conflict plan sheets and conflict notices sent to each affected utility via email, reviewed utility relocation plans with comments and recommendations and a summary of any utility coordination meetings delivered via email.

TASK 4 – PAVEMENT SERVICES

Consultant shall provide pavement rehabilitation recommendations for 2nd Street between Cows Street and Johnson Street (2,100 feet) and for 1st Street between the railroad tracks and Johnson Street (650 feet).

4.1 Exploration and Testing Work Plan

Consultant shall prepare an Exploration and Testing Work Plan (Work Plan) showing the proposed boring locations for the pavement assessment and outlining the boring and sampling procedures, and the preliminary laboratory testing plan prior to beginning the work. The Work Plan shall also include a traffic control plan (TCP), prepared by a flagging company licensed to work in the State of Oregon. The TCP will address minor road encroachment and a single lane closure, as appropriate, for activities associated with exploratory borings from the roadway surface and pavement restoration. No field work is to be performed, other than initial site reconnaissance before review and approval of the Work Plan by the City.

Task 4.1 Deliverables

- One electronic copy of the Work Plan and Traffic Control Plan to City at least ten (10) business days prior to the beginning of the field work.

4.2 Pavement Investigation

The pavement investigation will evaluate the condition of the existing pavement through visual distress identification, falling weight deflectometer (FWD) testing, subsurface exploration, and laboratory testing. A pavement report will include recommendations for rehabilitation of existing pavements and materials for construction. Rehabilitation recommendations will include options for extending the design life and mitigating existing distresses through localized repair, inlay, and overlay.

The following task items are included:

- Review readily available maintenance records, geotechnical reports, pavement design reports, or other relevant documentation along the proposed alignment.
- Conduct a visual distress survey of the existing pavement on 2nd Street between Cows Street and Johnson Street and on 1st Street between the railroad tracks and Johnson Street. The survey shall include logging the extent and severity of existing distresses.
- Mark boring locations in the field and locate utilities in the vicinity of the proposed borings through the One-Call system prior to the fieldwork.
- Prepare traffic control plans and obtain right-of-way permits from the City.
- FWD testing will be completed on 1st Street from Adams Street to Johnson Street and on 2nd Street, from Cows Street to Johnson Street. The testing will be done at 50-ft intervals in the outer wheel path of the through travel lanes in each direction within the project limits. Approximately 160 FWD tests will be completed. The FWD impact sequence at each test location will consist of an unrecorded seating impact load followed by two measurement impact loads, all at nominally 9,000 lbs of force. Deflections will be measured at 0, 8, 12, 18, 24, 36, 48, 60 and 72 inches from the center of the 12-inch-diameter load plate. Air temperature will be measured, and pavement surface temperature will be measured by infrared sensor at the test locations.
- Conduct subsurface exploration along project alignment, including:
 - Complete five (5) pavement borings with cores on 2nd Street and one (1) pavement boring with a core on 1st Street. The borings will be extended 1-foot into the existing subgrade soil or to a maximum depth of 4-feet below the pavement surface. When feasible, cores will be located over pavement cracks.
 - Replace soil spoils and patch asphalt pavement. Excess spoil will be placed in drums and the drums disposed of at an approved location.

- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Moisture Content tests on up to 6 samples in general conformance with American Society for Testing and Materials (ASTM) D 2216
 - Up to one test for soil quantity passing the U.S. No. 200 sieve in general conformance with ASTM D 1140 or up to one Atterberg Limit test in general conformance with ASTM D 4318.
- Provide geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Provide recommendations for design of new pavements and rehabilitation of existing pavement sections by station to station.
- Provide recommendations for proposed construction materials and practices.

Task 4.2 Deliverables

- Draft pavement design report.
- Final pavement design report.

TASK 5 - PRELIMINARY (50 PERCENT) DESIGN

During this phase, Consultant will develop engineering plans to define the footprint of the project and associated required work. It is assumed readily available aerial and/or GIS utility mapping can generally be used to develop designs, and that designs for sidewalk curb extension areas will be supplemented with location specific survey and utility locates. Work under this task includes:

- Conduct initial site visit with City staff to complete site reconnaissance for use in developing designs.
- Complete a review of the City's existing mapping, as-builts, aerial photographs, topographic surveys, GIS information and other available information.
- Integrate available base mapping into project plan sheets.
- Sidewalk curb extension designs:
 - a. Utilize topographic survey to complete detailed curb extension designs. Budget assumes up to thirty (30) curb extensions will be designed.

- b. Stormwater facilities:
 - i. It is assumed that new catch basins, inlet leads, manholes and associated storm piping will be required at curb extension locations. Plans will include plan view, profiles and details for stormwater modifications at each curb extension location.
 - ii. It is assumed that no permits or outside agency regulatory approvals will be required for the stormwater work.
 - Sidewalk curb ramp retrofit designs:
 - a. Curb Ramp PROWAG/ADA compliance:
 - i. It is assumed that all curb ramps not meeting the current PROWAG will be replaced as part of this project.
 - ii. Complete field evaluation of existing curb ramps and take measurements to determine PROWAG compliancy.
 - iii. Show curb ramp replacement/retrofit locations as details in the 50 percent plans and incorporate into cost estimate.
 - iv. It is assumed that twenty (20) existing ramps will be redesigned.
 - b. Stormwater facilities:
 - i. It is assumed that all catch basins located at curb ramp retrofit locations within the project are in acceptable condition and that no replacements or relocations are required. Curb ramp retrofits will be designed around these existing facilities. Minor adjustments to finish grade may be required based on the final pavement rehabilitation design.
 - ii. It is assumed that no permits or outside agency regulatory approvals will be required for the stormwater work.
- Prepare preliminary cost estimate. It is assumed that the 2015 ODOT/APWA Standard Specifications for Construction will be used.
- Prepare table of contents for the special provisions based on the current ODOT/APWA boilerplate specials.
- Prepare construction plans and details as needed to clearly describe the work to be constructed. Construction plans shall, at a minimum, include civil notes, details, street improvement plans, storm improvement plans, and permanent signing and striping plans. Gutter profiles and detailed grading for sidewalk curb extensions will be performed during the 90 percent design phase.

Task 5 Deliverables

- Documentation for ADA compliancy (PDF format)
- Electronic scalable set of 50 percent plans (PDF format)
- Table of contents for specifications (PDF format)
- Cost estimate (PDF format)

TASK 6 - 90 PERCENT DESIGN SUBMITTAL

The 90 percent design submittal shall be advanced from the 50 percent submittal (incorporating review comments) including plans, reports, and cost estimates. Construction plans shall include details for all work shown on plan sheets. Consultant shall develop

special provisions supplementing the 2015 Oregon Standard Specifications for Construction (Oregon Department of Transportation/APWA) and ODOT/APWA boilerplate special provisions. Consultant shall write any additional Special Provisions needed, and will revise Special Provisions based on comments received during reviews. Additionally, the submittal shall include documents required for a complete bid package (contract documents, including invitation to bid, instructions to bidders, bid proposal, bonds, certificates of compliance, contract, general conditions, special provisions, standard drawings, draft permits and approvals, and draft final design drawings). The City shall provide its preferred general contract boilerplate documents in MS Word format for project specific editing.

The 90 percent design shall include the following:

- Complete title, index and note sheets (4).
- Complete street construction plans (4).
- Complete storm drainage construction profiles and details (4).
- Complete detail sheets required to construct the project (16).
- Complete permanent signing and striping plans (4).
- It is assumed that traffic control plans will be a deferred submittal for the construction contractor to submit utilizing the project Special Provisions, ODOT/APWA Standard Drawings and the MUTCD.
- It is assumed that erosion control plans will be a deferred submittal for the construction contractor to submit utilizing the project Special Provisions and general plan notes.

Task 6 Deliverables

- Electronic scalable set of 90 percent plans (PDF format)
- Specifications (PDF format)
- Cost estimate (PDF format)

TASK 7 - 100 PERCENT FINAL DESIGN SUBMITTAL

The 100 percent final design submittal will be advanced from the 90 percent submittal, including all items necessary for City staff to prepare for the public bidding process. The final design submittal shall include the documents required for a complete bid package updated per City 90 percent design review comments.

Task 7 Deliverables

- Final stamped and signed 100 percent final Plans and Specifications, Construction Estimate, and other documents required for a complete bid package, all in electronic PDF format.

TASK 8 - PUBLIC INVOLVEMENT

It is assumed that the City will serve as the point of contact for public inquires, provide property owner and tenant information for properties in the project area and issue project information mailings and/or provide notices for public open house style meetings, as needed.

Consultant shall lead public outreach efforts, including public information meetings. In addition to other exhibits and figures developed under other tasks, Consultant shall also develop up to two (2) additional electronic project information and/or notification mailings for City distribution. Consultant shall catalog comments received per Task 1. Consultant shall prepare for and send up to three people to lead and attend up to two (2) public meetings for the purpose of providing project information to the public.

Task 8 Deliverables

- Electronic notification mailings, figures for public meetings and comments and responses received at meetings.

TASK 9 - BID AND AWARD SUPPORT SERVICES

The Consultant shall perform the following bidding and award support services:

- Assist the City with responses to questions from bidders.
- Prepare plans and specifications addenda as needed (two minor (2) addenda assumed).
- Attend City-organized pre-bid meeting.
- Assist with the evaluation of bids and prepare bid tabulation.
- Prepare recommendation of award.

Task 9 Deliverables

Addenda (if required) in electronic PDF format, bid tabulation and recommendation of award.

TASK 10 – CONSTRUCTION PHASE SERVICES (RESERVED)

Construction phase services are not included in this scope of work and will be subject of an amendment or separate task order.

Preliminary Sheet List

The following is the anticipated list of plan sheets:

1	G-1	Title Sheet, Vicinity Map and Location Map
2	G-2	Index of Sheets and ODOT Standard Drawing Index
3	G-3	Legend and Abbreviations
4	G-4	General Notes (Traffic Control Notes, Erosion & Sediment Control Notes, Drainage Notes, Survey Notes, Etc.)
5-8	C-1 to C-4	Street Plan Map (1" = 30' Full Size)
9-12	C-5 to C-8	Storm Drainage Improvements – Profiles and Details
13	C-9	Typical Street Sections
14-28	C-10 to C-24	Street Details (Paving & drainage (1 sht.), curb ramp retrofit (6 shts.), curb extensions (8 shts.))
29	S-1	Striping & Signing Notes and Details
30-33	S-2 to S-5	Striping and Signing Plan (1" = 30' Full Size)
		ODOT Standard Drawings (To be inserted at the back of the plan set as part of the Contract Documents)
33		Total

Proposed Fee Estimate

MSA proposes to perform this design work on a time and expenses basis with a total not to exceed amount of \$259,763 in accordance with the attached Exhibit A.

Schedule

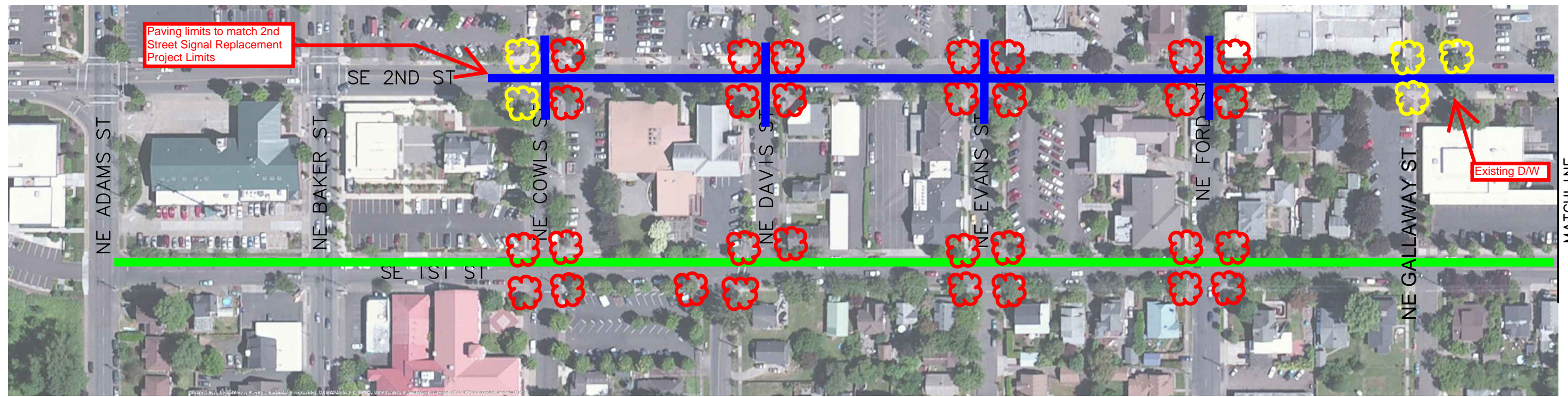
The design for the project will be completed by December 31, 2017 to accommodate an anticipated bid opening in March 2018 and notice to proceed to the construction contractor in May 2018. It is anticipated that construction will begin in June 2018 and be completed by September 30, 2018. A detailed design schedule will be provided following notice to proceed from the City.

**1ST AND 2ND STREET PEDESTRIAN IMPROVEMENTS
CITY OF MCMINNVILLE
PROPOSED FEE ESTIMATE**

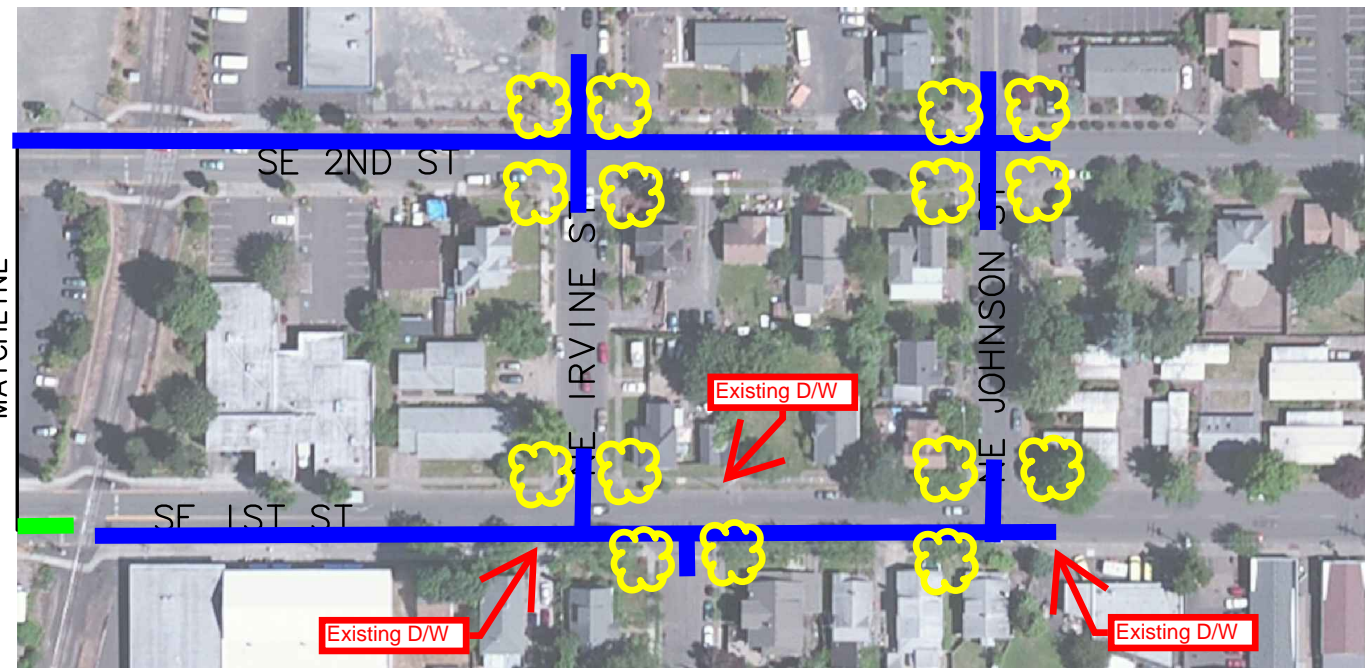
TASK								ESTIMATED FEES					
	Principal Engineer V	Professional Engineer VII	Professional Engineer V	Engineering Designer I	Technician III	Administrative I	Hours	Labor	Subconsultants		Subconsultant Total	Expenses	Total
	\$216 Theilin	\$159 Evonuk	\$142 Giesy	\$106 Staff	\$115 Staff	\$74 Staff			GRI	HDJ/PBS			
Task 1 - Project Management and Coordination							0	\$ -			\$ -	\$ -	\$ -
Task 1.1 - Compile and review available information			4				4	\$ 568			\$ -	\$ -	\$ 568
Task 1.2 - Project kick-off meeting		6	8				14	\$ 2,090			\$ -	\$ 50	\$ 2,140
Task 1.3 - Project schedule		4				2	6	\$ 784			\$ -	\$ -	\$ 784
Task 1.4 - Project team meetings (50% and 90% reviews)		10	16				26	\$ 3,862			\$ -	\$ 100	\$ 3,962
Task 1.5 - Progress reports and invoicing	6	12					18	\$ 3,204			\$ -	\$ -	\$ 3,204
Task 1.6 - Overall project coordination	4	40			4		48	\$ 7,684			\$ -	\$ 72	\$ 7,756
Task 1.7 - Update City bond website with project information		3	6		6		15	\$ 2,019			\$ -	\$ 108	\$ 2,127
Task 1 Subtotal	10	75	34	0	10	2	131	\$ 20,211	\$ -	\$ -	\$ -	\$ 330	\$ 20,541
Task 2 - Surveying							0	\$ -			\$ -	\$ -	\$ -
Task 2.1 - Topographic survey		2	8				10	\$ 1,454		\$ 33,827	\$ 33,827	\$ -	\$ 35,281
Task 2 Subtotal	0	2	8	0	0	0	10	\$ 1,454	\$ -	\$ 33,827	\$ 33,827	\$ -	\$ 35,281
Task 3 - Utility Coordination							0	\$ -			\$ -	\$ -	\$ -
Task 3.1 - Impact assessment and notifications		4	24	60			88	\$ 10,404			\$ -	\$ -	\$ 10,404
Task 3.2 - Coordinate and review utility relocation designs		4	12	40			56	\$ 6,580			\$ -	\$ -	\$ 6,580
Task 3 Subtotal	0	8	36	100	0	0	144	\$ 16,984	\$ -	\$ -	\$ -	\$ -	\$ 16,984
Task 4 - Pavement Services							0	\$ -			\$ -	\$ -	\$ -
Task 4.1 - Exploration and testing work plan		2	2				4	\$ 602	\$ 550		\$ 550	\$ -	\$ 1,152
Task 4.2 - Pavement investigation		4	8				12	\$ 1,772	\$ 18,377		\$ 18,377	\$ -	\$ 20,149
Task 4 Subtotal	0	6	10	0	0	0	16	\$ 2,374	\$ 18,927	\$ -	\$ 18,927	\$ -	\$ 21,301
Task 5 - Preliminary (50 Percent) Design							0	\$ -			\$ -	\$ -	\$ -
Task 5.1 - Initial site visit w/City staff			8	8			16	\$ 1,984			\$ -	\$ 50	\$ 2,034
Task 5.2 - Compile and review existing City as-builts/GIS data			4				4	\$ 568			\$ -	\$ -	\$ 568
Task 5.3 - Integrate existing basemapping into plan sheets			2		8		10	\$ 1,204			\$ -	\$ 144	\$ 1,348
Task 5.4 - Prepare 50% design/prepare plans		22	128	194	60		404	\$ 49,138			\$ -	\$ 3,126	\$ 52,264
Task 5.5 - Prepare 50% construction cost estimate		2	8	12			22	\$ 2,726			\$ -	\$ -	\$ 2,726
Task 5.6 - Prepare 50% Special Provisions TOC		1	4				5	\$ 727			\$ -	\$ -	\$ 727
Task 5.7 - Internal 50% deliverables QA/QC	4	8					12	\$ 2,136			\$ -	\$ -	\$ 2,136
Task 5 Subtotal	4	33	154	214	68	0	473	\$ 58,483	\$ -	\$ -	\$ -	\$ 3,320	\$ 61,803
Task 6 - 90 Percent Design Submittal							0	\$ -			\$ -	\$ -	\$ -
Task 6.1 - Prepare 90% design/prepare plans		22	120	174	40	0	356	\$ 43,582			\$ -	\$ 2,386	\$ 45,968
Task 6.2 - Prepare 90% construction cost estimate		2	8	12			22	\$ 2,726			\$ -	\$ -	\$ 2,726
Task 6.3 - Prepare 90% Special Provisions		4	32			4	40	\$ 5,476			\$ -	\$ -	\$ 5,476
Task 6.4 - Internal 90% deliverables QA/QC	4	8					12	\$ 2,136			\$ -	\$ -	\$ 2,136
Task 6 Subtotal	4	36	160	186	40	4	430	\$ 53,920	\$ -	\$ -	\$ -	\$ 2,386	\$ 56,306

**1ST AND 2ND STREET PEDESTRIAN IMPROVEMENTS
CITY OF MCMINNVILLE
PROPOSED FEE ESTIMATE**

TASK								ESTIMATED FEES					
	Principal Engineer V	Professional Engineer VII	Professional Engineer V	Engineering Designer I	Technician III	Administrative I	Hours	Labor	Subconsultants		Subconsultant Total	Expenses	Total
	\$216	\$159	\$142	\$106	\$115	\$74		GRI	HDJ/PBS				
Task 7 - 100 Percent Final Design Submittal							0	\$ -			\$ -	\$ -	\$ -
Task 7.1 - Prepare final design/prepare plans		12	64	88	40		204	\$ 24,924			\$ -	\$ 1,612	\$ 26,536
Task 7.2 - Prepare final construction cost estimate		1	4	4			9	\$ 1,151			\$ -	\$ -	\$ 1,151
Task 7.3 - Prepare final Special Provisions		2	16			2	20	\$ 2,738			\$ -	\$ -	\$ 2,738
Task 7.4 - Internal final deliverables QA/QC	4	8					12	\$ 2,136			\$ -	\$ -	\$ 2,136
Task 7 Subtotal	4	23	84	92	40	2	245	\$ 30,949	\$ -	\$ -	\$ -	\$ 1,612	\$ 32,561
Task 8 - Public Involvement							0	\$ -			\$ -	\$ -	\$ -
Task 8.1 - Public involvement	10	16	24		16		66	\$ 9,952			\$ -	\$ 288	\$ 10,240
Task 8 Subtotal	10	16	24	0	16	0	66	\$ 9,952	\$ -	\$ -	\$ -	\$ 288	\$ 10,240
Task 9 - Bid and Award Support Services							0	\$ -			\$ -	\$ -	\$ -
Task 9.1 - Assist with responses to bidder questions			2	4			6	\$ 708			\$ -	\$ -	\$ 708
Task 9.2 - Prepare addenda (assumes 2 addenda)		2	4	8	4		18	\$ 2,194			\$ -	\$ 72	\$ 2,266
Task 9.3 - Attend City-organized pre-bid meeting		4	4				8	\$ 1,204			\$ -	\$ -	\$ 1,204
Task 9.4 - Prepare bid tabulation			2				2	\$ 284			\$ -	\$ -	\$ 284
Task 9.5 - Prepare Recommendation of Award letter			2				2	\$ 284			\$ -	\$ -	\$ 284
Task 9 Subtotal	0	6	14	12	4	0	36	\$ 4,674	\$ -	\$ -	\$ -	\$ 72	\$ 4,746
TOTAL - ALL TASKS	32	205	524	604	178	8	1551	\$ 199,001	\$ 18,927	\$ 33,827	\$ 52,754	\$ 8,008	\$ 259,763




1ST & 2ND ST



1ST & 2ND ST

LEGEND

 PROPOSED CURB EXTENSION

 PROPOSED CURB RAMP RETROFIT

 PROPOSED PAVING LIMITS

 FUTURE DRAINAGE AND PAVEMENT REHAB PROJECT

Date: July 2016
 By: Andrew Giesy, P.E. (MSA)
 Rev'd By: Bill Evonuk, P.E. (MSA)
 Based on City email dated 4-11-2016



**STREET IMPROVEMENT/
 REPAIR BOND PROJECTS**

1st & 2nd Street September 2017
 Overview Map



Figure 1: 1st and 2nd Street Pedestrian Improvements





City Council- Regular

Meeting Date: 09/27/2016

Subject: Runway 4-22 Contract Award
Resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 – 69 - A Resolution awarding a bid for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project, Project No. 2014-1.

BACKGROUND:

At 2:00pm on May 5, 2016, the bids for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project were publicly opened and read aloud. Two (2) bids were received and the results are tabulated as follows:

Bidder	Total
Kerr Contractors Inc. <i>Woodburn, Oregon</i>	\$6,649,819.66
K & E Excavating <i>Salem, Oregon</i>	\$6,978,316.55

The engineer's estimate for this work was \$8,950,110.00

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

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the Bid Form properly filled out and executed?
- Did the bid include a 10% Bid Bond?
- Did the Bidder submit the First Tier Sub-contractor Disclosure Form?
- Submission of all applicable federal certifications?
- Is the contractor on the Federal Excluded Parties List System (EPLS)?

The low bidder, Kerr Contractors Inc. completed all items properly, and should be considered the lowest responsible bidder. A detailed breakdown of the received bids is on file in the Engineering Department.

This project is 90% funded by the Federal Aviation Administration (FAA) along with a 10% local match. Funding for the project is composed of FAA Grant sources, FAA Discretionary Grant sources, and the City match through a Connect Oregon V Grant.

On June 28th, 2016 Council approved a resolution that authorized the City Manager to sign a forthcoming FAA Airports Improvement Program (AIP) Grant offer. The Grant offer of \$6,952,866 was

received on September 20th, 2016 and needed to be executed no later than September 23, 2016. The City Manager has executed that offer and we can now award the construction contract.

Because the AIP Grant award is midway through the construction season and the expected construction duration is 6 months, it's anticipated the project will begin in the first part of May 2017 and be completed in the first part of October 2017.

Attached to this memo is a letter of recommendation for award from Century West Engineering, the project consultant and a map outlining the work to be done under this Grant.

RECOMMENDATION:

We recommend that the City Council adopt the attached resolution awarding the bid for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project to Kerr Contractors Inc., in the amount of \$6,649,819.66.

Attachments

RESOLUTION
AWARD RECOMMENDATION
SITE PLAN

RESOLUTION NO. 2016 - 69

A Resolution awarding a bid for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project, Project No. 2014-1.

RECITALS:

At 2:00pm on May 5, 2016, the bids for the McMinnville Municipal Airport, Runway 4-22 Rehabilitation Construction Project were publicly opened and read aloud. Two (2) bids were received. The low bidder, Kerr Contractors Inc. of Woodburn Oregon, completed all items properly, and should be considered the lowest responsible bidder. A detailed breakdown of the received bids is on file in the Engineering Department.

This project is 90% funded by the Federal Aviation Administration (FAA) along with a 10% local match. Funding for the project is composed of FAA Grant sources, FAA Discretionary Grant sources, and the City match through a Connect Oregon V Grant.

On June 28th, 2016 Council approved a resolution that authorized the City Manager to sign a forthcoming FAA Airports Improvement Program (AIP) Grant offer. The Grant offer of \$6,952,866 was received on September 20th, 2016 and needed to be executed no later than September 23, 2016. The City Manager has executed that offer and we can now award the construction contract.

Because the AIP Grant award is midway through the construction season and the expected construction duration (6 months), it's anticipated the project will begin in the first part of May 2017 and be completed in the first part of October 2017.

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

1. That entry into a contract with Kerr Contractors, Inc., in the amount of \$6,649,819.66.
2. The City Manager is hereby authorized and directed to execute a contract with Kerr Contractors Inc., for the work associated with the Runway 4-22 Rehabilitation Project.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



May 10, 2016

Rich Spofford
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

**Recommendation of Award
McMinnville Municipal Airport
Runway 4-22 Rehabilitation, AIP No. 3-41-0036-016/017
CWEC Project No. 40228.008.03**

Dear Rich,

Bids for the above-mentioned project were received and opened on May 5, 2016. Two bids were received. The low bid was received from Kerr Contractors.

We have reviewed Kerr's bid and found no arithmetic errors in their proposal. No DBE contract goal was established in the contract documents and no DBE subcontractors were included to perform work on the project.

FAA has indicated that sufficient grant funding is available to construct the work. The total amount bid to construct was \$6,649,819.66. A copy of the engineer's estimate and a bid tabulation is enclosed.

We therefore recommend that this project be awarded to Kerr Contractors, for the proposed amount of \$6,649,819.66 to construct the project.

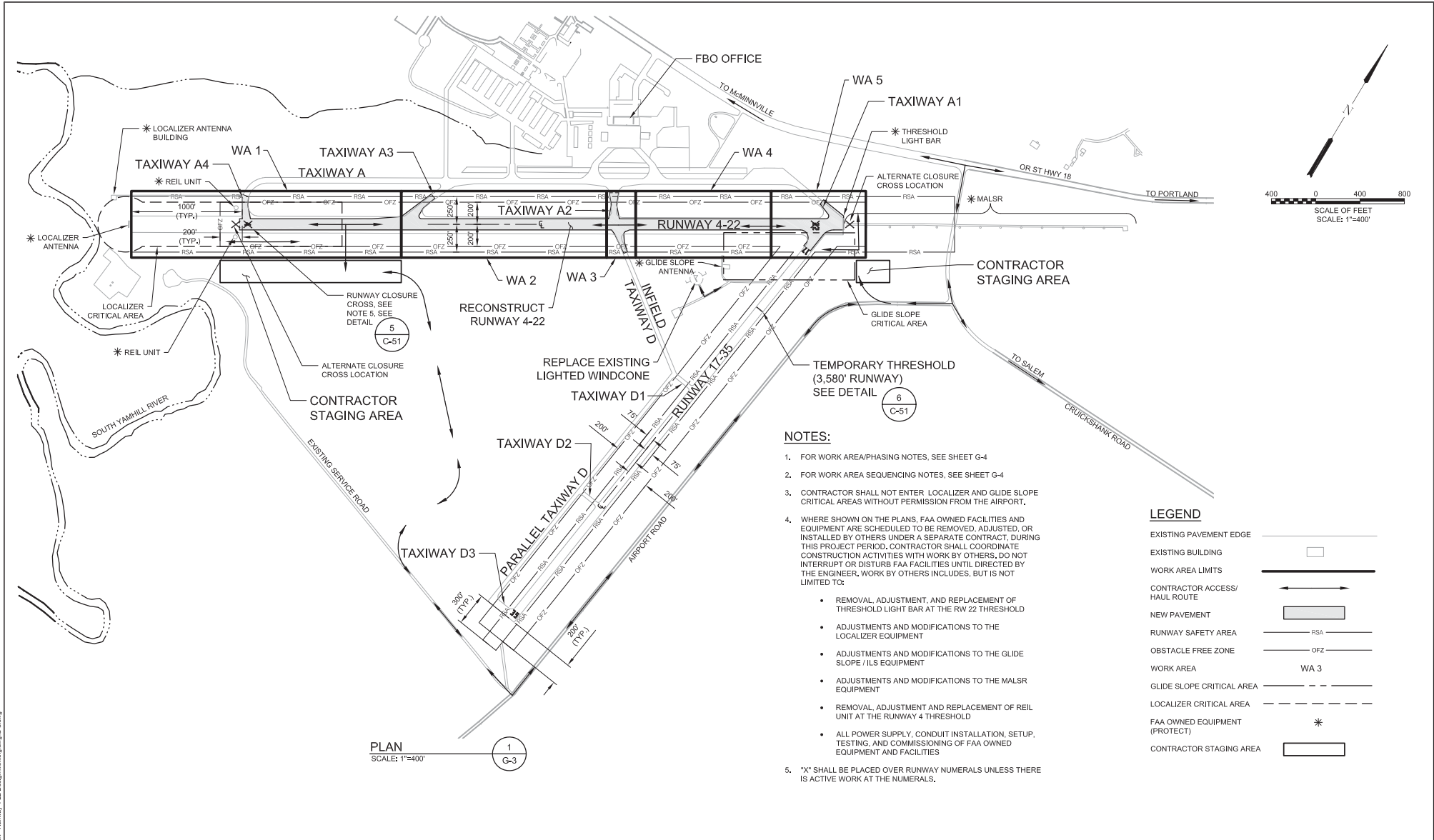
Please contact me if you have any questions about our recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Roshak", with a long, sweeping horizontal stroke extending to the right.

Joe Roshak, P.E.
Senior Project Manager

Cc: Ben Dahle, FAA
Encl.



- NOTES:**
- FOR WORK AREA/PHASING NOTES, SEE SHEET G-4
 - FOR WORK AREA SEQUENCING NOTES, SEE SHEET G-4
 - CONTRACTOR SHALL NOT ENTER LOCALIZER AND GLIDE SLOPE CRITICAL AREAS WITHOUT PERMISSION FROM THE AIRPORT.
 - WHERE SHOWN ON THE PLANS, FAA OWNED FACILITIES AND EQUIPMENT ARE SCHEDULED TO BE REMOVED, ADJUSTED, OR INSTALLED BY OTHERS UNDER A SEPARATE CONTRACT. DURING THIS PROJECT PERIOD, CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH WORK BY OTHERS, DO NOT INTERRUPT OR DISTURB FAA FACILITIES UNTIL DIRECTED BY THE ENGINEER. WORK BY OTHERS INCLUDES, BUT IS NOT LIMITED TO:
 - REMOVAL, ADJUSTMENT, AND REPLACEMENT OF THRESHOLD LIGHT BAR AT THE RW 22 THRESHOLD
 - ADJUSTMENTS AND MODIFICATIONS TO THE LOCALIZER EQUIPMENT
 - ADJUSTMENTS AND MODIFICATIONS TO THE GLIDE SLOPE / ILS EQUIPMENT
 - ADJUSTMENTS AND MODIFICATIONS TO THE MALS/R EQUIPMENT
 - REMOVAL, ADJUSTMENT AND REPLACEMENT OF REIL UNIT AT THE RUNWAY 4 THRESHOLD
 - ALL POWER SUPPLY, CONDUIT INSTALLATION, SETUP, TESTING, AND COMMISSIONING OF FAA OWNED EQUIPMENT AND FACILITIES
 - "X" SHALL BE PLACED OVER RUNWAY NUMERALS UNLESS THERE IS ACTIVE WORK AT THE NUMERALS.

LEGEND

EXISTING PAVEMENT EDGE	
EXISTING BUILDING	
WORK AREA LIMITS	
CONTRACTOR ACCESS/HAUL ROUTE	
NEW PAVEMENT	
RUNWAY SAFETY AREA	
OBSTACLE FREE ZONE	
WORK AREA	
GLIDE SLOPE CRITICAL AREA	
LOCALIZER CRITICAL AREA	
FAA OWNED EQUIPMENT (PROTECT)	
CONTRACTOR STAGING AREA	

PLAN
SCALE: 1"=400'



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

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING

PORTLAND OFFICE
5331 SW MADAM AVE., #207
PORTLAND, OR 97239
503.419.2130
503.638.2710 FAX

DATE: APRIL 2016 PROJECT NO: 40228.008.03

DESIGNED BY: BFC
DRAWN BY: JJB
CHECKED BY: JNR
SCALE: AS NOTED

CITY OF MCMINNVILLE
MCMINNVILLE MUNICIPAL AIRPORT
RUNWAY 4-22 REHABILITATION PROJECT

SITE WORK AREA AND SAFETY PLAN INDEX SHEET

DRAWING NO. G-3
SHEET NO. 3 OF 80

I:\CDD Projects\McMinnville Airport - Runway 4-22 Design\mcminn\dwg\G-3.dwg



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

OLCC Application - Casteel Custom Bottling

BACKGROUND:

Please see attached OLCC application

Attachments

Casteel Custom Bottling



City Recorder Use

Final Action:
 Approved Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Casteel Custom Bottling, LLC
BUSINESS LOCATION ADDRESS: 3138 NE Rivergate St Ste 301A
LIQUOR LICENSE TYPE: Winery-New Outlet

Is the business at this location currently licensed by OLCC
 Yes No

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

Hours of operation: Not open to the public
Entertainment: N/A
Hours of Music: N/A
Seating Count: N/A

EXEMPTIONS:
Exemption from alcohol server education and liquor liability insurance requirements for a business licensed with OLCC winery, brewery, or grower sales privilege license.

Tritech Records Management System Check: Yes No
Criminal Records Check: Yes No
Recommended Action: Approve Disapprove



9/16/16
Chief of Police / Designee



9/20/16
City Manager / Designee



City Council- Regular

Meeting Date: 09/27/2016

TOPIC

Presentation on Yamhill County's Transit System - Cynthia Thompson



City Council- Regular

Meeting Date: 09/27/2016

TOPIC

Update on Fire Department Staffing - Chief Rich Leipfert

Attachments

Memo from Chief Leipfert



McMinnville Fire Department

M E M O R A N D U M

DATE: September 15, 2016

TO: Martha Meeker, City Manager

FROM: Rich Leipfert, Fire Chief

Subject: Floater Positions for Fire Department

Throughout the last three fiscal years the Fire Department has developed a trend of increasing overtime. These increases are primarily due to continuing vacancies and FMLA for extended illness, injury, and childbirth.

The Fire Department overtime is driven by the minimum staffing requirement to provide Fire and EMS services. This minimum staffing level allows one person to be off each shift without overtime. Due to the number of line employees, we allow two persons off each shift to ensure members get their allotted vacation time. The second person off each shift for vacation requires overtime coverage. Any additional persons off, due to vacancies or FMLA, also require overtime coverage above and beyond the vacation coverage.

The goal of these floater positions is to reduce the stress on the workforce. The first quarter of this fiscal year the line staff will have worked 109 shifts of overtime. These are 24 hour shifts that, due to their work cycle, actually equate to 109 instances of working 48 consecutive hours.

This budget cycle one additional floater was authorized based on the fact that seventy-seven shifts of overtime coverage are equal to the cost of one fulltime Firefighter/EMT for a full year (see spread sheet provided). In the first quarter, the floater covered 28 shifts of overtime.

Looking at the last three year's trends and this year's current overtime use, the pro-rated numbers for the remainder of the year indicate that the department can hire 2 additional personnel as floaters to assist with the overtime workload. The costs of the positions would be within the current FY 2016/17 Fire Department budget as allocated by the City Council.

Fire Department Floater Proposal								
Overtime in 16/17 Budget					\$455,000			
Overtime Benefits					\$177,632			
Combines budgeted					\$632,632			
					ADD 1		ADD 2	ADD 3
Cost of FF/ EMT 220 Step C Per Chris					\$104,000		\$208,000	\$312,000
OT Shifts Covered by FF EMT's that are currently OT					110		182	247
Cost per shift of OT					\$975		\$975	\$975
OT Costs					\$107,250		\$177,450	\$240,825
Cost of OT Benefits 38.74%					\$41,259		\$68,744	\$93,295
Total OT Line item savings					\$148,509		\$246,194	\$334,120
Overall Payroll and Benefits reduction of					\$44,509		\$38,194	\$22,120

The cost of one floater is \$104,000 which equals 77 shifts of overtime coverage including benefits.

The floater authorized by City Council in July will have covered 28 shifts or \$38,000 in shift coverage through September, so we are on track to meeting the expectation.

The first quarter of this fiscal year we have 109 shifts of overtime in addition to those covered by the floater. Fifty were due to vacancies and 30 due to FMLA with the remainder due to vacation.

The previous two years there were a minimum of 253 shifts of overtime that could have been covered by floaters. It would require 231 shifts of coverage to pay for the three floaters.

Adding the two additional floaters in October will cost \$140,000 for the remainder of the budget year. The total costs of the floater positions equal to \$244,000 for this year.

The cost savings of the original floater when combined to the two additional positions will equate to \$245,000.

The projections for the floaters during a full year are identified in the chart above.



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Ordinance No. 5010: An Ordinance establishing the McMinnville Committee for Public Art

BACKGROUND:

Attachments

Ordinance Establishing MCPA

ORDINANCE NO. 5010

An Ordinance of the City of McMinnville establishing the McMinnville Committee for Public Art.

RECITALS:

In partnership with the City of McMinnville, the McMinnville Downtown Association Committee for Public Art (MDACPA) was established in 2007 with the goal of placing quality art pieces in public places to give citizens and visitors to historic downtown McMinnville an opportunity to interact with art as an integral part of the design of the community.

The MDACPA's efforts have resulted in the installation of many culturally significant pieces of art in the McMinnville Downtown Historic District. The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. The art collection is significant to McMinnville's quality of life and complements the City's mission of enhancing the lives of its citizens.

To promote the continuing development and maintenance of the art collection within the Downtown Historic District and to extend that work throughout the City, the MDA and the MDACPA have requested that the City create a new McMinnville Committee for Public Art (McMinnville CPA), to serve as a successor to the MDACPA.

Now, therefore, THE COMMON COUNCIL FOR THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

1. The attached language (Exhibit 1) is incorporated into this Ordinance by this reference.
2. This Ordinance will take effect October 27th, 2016.

Passed by the Council this 27th day of September 2016, by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September 2016.

Attest:

MAYOR
Approved as to form:

CITY RECORDER

CITY ATTORNEY

EXHIBIT 1

Chapter 2.48

MCMINNVILLE COMMITTEE for PUBLIC ART

2.48.010 Purpose. The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. The art collection is significant to McMinnville's quality of life and complements the City's mission of enhancing the lives of its citizens. To promote the continuing development and maintenance of the art collection, the McMinnville Committee for Public Art (McMinnville CPA) is hereby established in accordance with the provisions of this Chapter.

2.48.020 Definitions. The following definitions shall apply to the provisions of the Chapter and any related regulations or policies adopted by the City or McMinnville CPA:

"Accession": To accept a work of art into the City's permanent art collection.

"Advisor": A professional asked by the McMinnville Committee for Public Art, McMinnville CPA, to provide advice on some aspect of a project.

"Artist": A practitioner in the arts generally recognized by critics and peers as a professional of serious intent and recognized ability who produces works of art and is not a member of the McMinnville CPA.

"Call for Artists": An open competition where any artist is invited to submit works of art or delineated proposals for consideration.

"Consultant": A paid professional in the arts field of regional, national, or international status, hired by a selection committee, or the McMinnville CPA, to share his/her expertise.

"Deaccessioning": Relinquishing title to a work of Public Art.

"Eligible Funds": A source of funds for projects from which art is not precluded as an object of expenditure.

"Permanent Art Collection": All works of art owned by the City either site specific or part of a portable collection which may rotate through public buildings and properties.

"Pre-qualified List": A list of artists deemed appropriate for art projects by satisfying the criteria outlined by the McMinnville CPA. The list may be created and updated by the McMinnville CPA and may be used as a starting point for "invitation only" competitions, as well as a tool for generating ideas for a project.

"Public Art": All forms of original works of art accessible to the public and/or public employees including:

1. Painting of all media, including both portable and permanently fixed works, such as murals;
2. Sculpture, which may be in the round, bas-relief, high relief, mobile, fountain, kinetic, electronic, and others, in any material or combination of materials;
3. Other visual media including but not limited to prints, drawings, stained glass, calligraphy, glass works, mosaics, photography, film, clay, quilts, fiber/textiles, wood, metals, plastics, or other materials or combination of materials, crafts, or artifacts;
4. Works of a wide range of materials, disciplines, and media which are of specific duration, including performance events, and which are documented for public accessibility after the life of the work has ended;
5. Art works that possesses functional as well as aesthetic qualities.

"McMinnville CPA": The McMinnville Committee for Public Art, a committee appointed to guide the development of the City's Public Art collection. The McMinnville CPA develops policies and goals for the selection, placement, and maintenance of works of art. The committee has approval authority within the artist selection process; evaluates and/or causes to be evaluated by others the Public Art collection; recommends uses for Public Art monies; considers projects by private developers and citizens which would result in a work or works of Public Art; and responds to any other Public Art initiatives in the City. The Committee consists of seven (7) members.

"Public Art Trust Fund": A City fund or account into which all monetary contributions for Public Art and proceeds from the deaccessioning of Public Art is deposited. Funds within the Public Art Trust Fund will be solely used for accession of, honorarium for, installation of, and maintenance of Public Art.

"Total Cost": The entire amount of the City's contribution towards the price for construction of a project. "Total Cost" does not include cost for design and engineering, administration, fees and permits, building demolition, relocation of tenants, contingency funds, change orders, environmental testing, or indirect costs such as interest during construction, advertising, and legal fees.

2.48.030 Duties of the McMinnville CPA. The McMinnville CPA will review and recommend all proposed accessions and deaccessions from the City's art collection. Specific duties include:

- A. Maintain a current listing of all holdings in the collection, conduct an annual review, and recommend any necessary repairs to the City.
- B. Develop a list of potential or desired sites for future improvement and accessions. For each site, the list will specify the type(s) of Public Art that might be placed there.
- C. Develop the collection by working with the City to acquire artwork through various means of acquisition. This may include specifically designated City funds, donations of funds to purchase art from individuals or organizations, or donations of art from artists, individuals, or other entities.
- D. Make decisions to remove works of art from the collection if they do not meet the goals of the collection or are damaged beyond repair.
- E. Consider projects by private developers and citizens that would result in a work or works of Public Art, and respond to any other Public Art initiatives in the City.

2.48.040 McMinnville CPA Membership.

- A. The Committee will be comprised of 7 members, which shall include five (5) at-large members and two (2) members chosen from the combined candidate pool of the McMinnville Downtown Association (Board or Executive Director), Visit McMinnville (Board or Executive Director) and the McMinnville Downtown Association Design Committee.
- B. The initial Committee Members shall be appointed by resolution of the City Council. Thereafter, whenever a vacancy shall occur on the Committee, the Committee shall conduct interviews with candidates who are willing to fill the vacancy, and shall make a recommendation to the City Council for the appointment of a new member within 60 days of the occurrence of the vacancy. After receiving the Committee's recommendation, or if no recommendation is received within 90 days, the Council shall take action to appoint a new Committee member to fill the vacancy, taking into consideration any recommendation made by the Committee.
- C. Artists, architects, landscape architects, art gallery personnel, or other people involved in visual arts will be given preference for the at-large positions of the McMinnville CPA.
- D. At its first meeting of each calendar year, the Committee shall elect a Chair and Vice Chair of the Committee.

E. If any Committee member misses two or more meetings in a row or more than three meetings during the fiscal year, the Director's resignation will be deemed to have been tendered and accepted. The other Committee members, by majority vote, may make an exception for good cause shown.

F. Any Committee member may be removed by a majority vote of the City Council for failure to fulfill the duties required of Committee members, or intentional acts or omissions which a prudent person could reasonably have foreseen would damage the reputation or interests of the Committee or the City. Removal will be based on a finding by the City Council that the best interests of the Committee and the City will be served by this action.

G. Any Committee member may resign as any time by providing thirty days written notice to the Committee Chair or the City Manager.

2.48.050 Meetings. Meetings of the McMinnville CPA shall be subject to Oregon Public Meeting Law requirements, as described in ORS Ch. 192. The McMinnville CPA will meet when it has business to transact, but not less than 5 times per year.

2.48.060 Conflicts of Interest.

A. In addition to complying with all requirements of ORS Ch. 244, members of the McMinnville CPA will refrain from activities described in this Section pertaining to conflicts of interest during their tenure on the McMinnville CPA.

B. A member must not take any action or make any decision or recommendation as a committee member, the effect of which would be to the private pecuniary benefit or detriment of the person or relative of the person or any business with which the person or a relative of the person is associated.

C. A member of the McMinnville CPA must also declare a conflict of interest and refrain from participating in deliberations or decision-making if a person with whom he or she shares a household or whom he or she professionally represents has a matter before the Committee.

2.48.070 Policies for Development and Maintenance of the Art Collection. The McMinnville CPA shall develop policies and procedures related to the maintenance, acquisition, temporary display, deaccessioning, and lending of the City's public art collection. Such policies and procedures shall be presented as recommendations to the City Council for final approval by Resolution of the Council.

2.48.080 Public Art Trust Fund

A. Dedication of Funds. The McMinnville Public Art Trust Fund will be established by the City of McMinnville Finance Department. Funds allocated for Public Art will be deposited into the Public Art Trust Fund by the City. Funds may be deposited in

separate accounts within the Public Art Trust Fund if separate accounting is requested by the City Manager or the City Council, or is required by law. Monetary contributions made for the purpose of Public Art will be deposited into the Public Art Trust Fund and may be dedicated for a specific program, site, or work of art if so designated by the donor.

B. Disbursement of Funds. Disbursement of funds from the Public Art Trust Fund will be made only after the approval by the City Manager and the McMinnville CPA. The City's Finance Department will prepare annual financial reports for the City Council, City Manager, and the McMinnville CPA on the disbursement of money from the Public Art Trust Fund. All payments to an artist, gallery, or contractor will be made in accordance with the payment procedure given in the contractual agreement with that entity.

C. Art Acquisition and Gallery Contracts. The City may enter into contractual agreements with a gallery, may enter into contracts to purchase or otherwise acquire an existing work of art or commission a new work of art from artists or third parties, and may dispose of art, all in accordance with policies adopted by the Council pursuant to MMC 2.48.070. Any contract necessary to carry out the provisions of this section is declared to be a contract for personal services and is hereby exempted from competitive solicitation requirements.



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Ordinance No. 5011: Authorizing full faith and credit bonds for multiple purposes

BACKGROUND:

Attachments

Memo 2016 Debt Issuance

Ordinance 2016 Debt Issuance



City Council - Regular

Meeting Date: 09/27/2016

Subject: 2016 Debt Issuance

From: Martha Meeker, City
Manager

AGENDA ITEM:

Authorizing Full Faith and Credit Bonds for multiple purposes

BACKGROUND:

PERS Transition Liability

In 2001 the City and McMinnville Water & Light became members of the OPERS Local Government Rate Pool (LGRP) which the Oregon legislature subsequently merged with the State/Community College Pool, forming the State and Local Government Rate Pool (SLGRP). Upon joining in 2001, a transition liability (if a City had underfunded PERS assets) or a surplus (if a City had overfunded PERS assets) was calculated to ensure that each employer entered the pool on a comparable basis with an original interest rate on any transition liability of 8%, which was reduced to 7.75% in 2013 and to 7.5% in 2015.

Currently, the PERS transition liability for the City and McMinnville Water & Light is \$4,816,965 combined (\$3,502,560 for the City and \$1,314,405 for the Water and Light).

Urban Renewal Financing

In July, 2013 the City Council adopted the McMinnville Urban Renewal Plan which included public infrastructure and transportation improvements for Alpine Avenue as identified in the NorthEast Gateway Plan. The voters energized the first part of this project in 2014 with the passage of the City's Transportation bond and now the City wishes to build on that success by allocating an additional \$2.2 million through Urban Renewal debt to extend the improvements on Alpine Avenue.

DISCUSSION:

To finance the retirement of the PERS Transition Liability and the Urban Renewal Financing, the staff is recommending a bank placement as issuance costs and overhead are less. Specific totals will be \$3.6 million to retire the City's total of the PERS transition liability (pay off and issuance costs) and \$2.2 million for extending the Alpine Avenue project for a total \$5.8 million in debt issuance for 2016. Please note, the net savings projected from refinancing the PERS Transition Liability is roughly estimated to be \$925,000 over the next 10 years.

ORDINANCE NO. 5011

An Ordinance of the City of McMinnville authorizing Full Faith and Credit Bonds for multiple purposes.

RECITALS:

Whereas, the City is authorized to issue revenue bonds for a public purpose by ORS 287A.150 (the "Act"), which states that those bonds may be payable from all or any portion of the "revenue" of the City, as defined in ORS 287A.001(16); and,

Whereas, ORS 287A.001(16) defines "revenue" to mean all fees, tolls, excise taxes, assessments, property taxes and other taxes, rates, charges, rentals and other income or receipts derived by a public body or to which a public body is entitled; and,

Whereas, the City may authorize revenue bonds under the Act by nonemergency ordinance, but may not sell the revenue bonds under the Act until the period for referral of the nonemergency ordinance authorizing the revenue bonds has expired; and,

Whereas, if a nonemergency ordinance authorizing the revenue bonds is referred, the City may not sell the revenue bonds unless the voters approve the revenue bonds; and,

Whereas, the City desires to issue revenue bonds under the Act that are secured by all lawfully available funds of the City and a pledge of the City's full faith and credit and taxing power, as permitted by ORS 287A.315, to finance:

- a payment to Oregon PERS to pay-off the City's estimated share of the transition liability (the "PERS pay-off"), and
- projects described in the McMinnville Urban Renewal Plan (the "Urban Renewal Projects").

Whereas, the McMinnville Urban Renewal Agency, Oregon (the "Agency") is projected to have sufficient tax increment revenues to pay the amounts due from the City in connection with the financing of the Urban Renewal Projects, and will enter into an intergovernmental agreement with the City to use tax increment revenues to pay those amounts.

Now, therefore, THE COMMON COUNCIL FOR THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. Revenue Bonds Authorized under the Act. The City hereby determines that financing the PERS pay-off and the Urban Renewal Projects serve public purposes. The City hereby authorizes the issuance of:

- not more than \$3,600,000 in aggregate principal amount of revenue bonds under the Act to finance the PERS pay-off and to finance other costs related to issuing the financing (the “Financing for PERS”); and
- not more than \$2,200,000 in aggregate principal amount of revenue bonds under the Act to finance Urban Renewal Projects and to finance other costs related to issuing the financing (the “Financing for Urban Renewal Projects”).

A. The revenue bonds authorized by this Section 1 may be payable from all lawfully available funds of the City and may be secured by the City’s full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution pursuant to ORS 287A.315.

B. The revenue bonds authorized by this Section 1 are estimated to be issued in an aggregate principal amount not to exceed \$5,800,000.

C. No bonds authorized by this Section 1 may be sold and no purchase agreement for any of those bonds may be executed until the period of referral of this nonemergency ordinance has expired and this ordinance takes effect. If this ordinance is referred, the City may not sell the bonds authorized by this Section 1 unless the voters approve this ordinance.

Section 2. Payments from Tax Increment Revenues for Financing for Urban Renewal Projects. The City Official is authorized to enter into one or more intergovernmental agreements with the Agency, under which the Agency agrees to provide tax increment revenues in sufficient amounts to pay all amounts due from the City under the Financing for Urban Renewal Projects. The intergovernmental agreements shall be in substantially the form attached to this ordinance as Exhibit A, but with any changes the City Official may approve.

Section 3. Delegation. After this ordinance takes effect the City Manager, the Finance Director or the person designated by the City Manager or the Finance Director to act on behalf of the City under this ordinance (each of whom is referred to in this ordinance as a “City Official”) may, on behalf of the City and without further action by the Council:

A. Issue all or a portion of the revenue bonds authorized by Section 1 of this ordinance (the “Bonds”) in one or more series, which may be sold at different times.

B. Issue the Bond as financing agreements, notes or under any other structure the City Official deems desirable and is permitted under the Act.

C. Subject to the limits in this ordinance, establish the final principal amounts, interest rates, redemption terms, payment terms and dates, and other terms for each series of the Bonds, and select one or more lenders and negotiate the sale of any series with those lenders.

D. Enter into agreements with McMinnville Water and Light to allocate responsibility for the PERS transition liability and to establish the amount of the PERS pay-off.

E. Finalize the terms of, execute, and deliver the documents that describe the terms of each series of the Bonds. The documents may also contain covenants for the benefit of the owners.

F. Appoint and enter into agreements with service providers for the Bonds.

G. Issue any qualifying series of Bonds as "tax-exempt bonds" bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, (the "Code") and enter into covenants for the benefit of the owners of those series to maintain the excludability of interest on those series from gross income under the Code.

H. Issue any series of Bonds as "taxable bonds" bearing interest that is includable in gross income under the Code.

I. Designate any series of Bonds as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Code, if applicable.

J. Execute any documents and take any other action in connection with the Bonds that the City Official finds will be advantageous to the City.

Passed by the Council this ___ day of _____, 2016, by the following votes:

Ayes: _____

Nays: _____

Approved this ___ day of _____, 2016.

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY

**Exhibit A:
Form of
Intergovernmental Agreement
to Make Financing Payments**

by and between the

McMinnville Urban Renewal Agency, Oregon

and the

City of McMinnville, Oregon

Dated as of _____, 2016

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Intergovernmental Agreement to Make Financing Payments

This Intergovernmental Agreement to Make Financing Payments is dated as of _____, 2016, and is entered into by and between the McMinnville Urban Renewal Agency, Oregon (the “Agency”) and the City of McMinnville, Oregon (the “City”). The parties hereby agree as follows:

Section 1. Definitions and Recitals.

(1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement that are defined in this Section 1(1) shall have the following meanings:

“Area” means the McMinnville Urban Renewal Area described in the Plan.

“Financing Agreement” means the Financing Agreement (Urban Renewal Projects) between the City and _____ in the principal amount of \$_____ to finance the Projects, which is dated as of _____, 2016.

“Financing Payments” means the principal and interest payments the City is required to make to _____ under the Financing Agreement.

“Plan” means the McMinnville Urban Renewal Plan approved by City Ordinance 4972, as that plan has been, and may in the future be, amended.

“Projects” means a portion of the projects described in the Plan, consisting of the Alpine Avenue projects.

“Tax Increment Revenues” means all revenues that the Agency collects for the Area under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

(2) Findings.

(A) The City has entered into the Financing Agreement to finance costs of the Projects and to pay costs of issuance.

(B) The Projects are properly described as urban renewal projects in the Plan.

(C) The Agency is authorized to spend Tax Increment Revenues to pay for the costs of the Projects.

(D) The Projects will assist the Agency in carrying out the Plan.

(E) The Agency will only spend the proceeds it receives from the City on the Projects so long as the Projects are described in the Plan, located in the Area, and are owned by the City or the Agency.

- (F) The Agency has \$_____ of unused maximum indebtedness available prior to executing this Intergovernmental Agreement.

Section 2. The Financing Payments.

- (1) The Financing Payments.

The Agency hereby agrees to pay to the City, not less than one business day prior to the dates on which the City is required to pay the Financing Payments, amounts that are equal to the Financing Payments in a maximum principal amount of \$_____. The amounts and dates of the Financing Payments are shown in Exhibit A.

- (2) Security for the Obligation of the Agency to Pay the Financing Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Agency in a principal amount that is equal to the Financing Amount. The Agency is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to ORS 287A.310, the Agency pledges the Tax Increment Revenues to pay the amounts described in Section 2.1. The pledge that secures this Intergovernmental Agreement shall be superior to all other pledges or commitments of Tax Increment Revenues that the Agency makes, unless the City agrees in writing to subordinate its claim against the Tax Increment Revenues or to grant a lien on the Tax Increment Revenues on parity. However, the pledge that secures this Intergovernmental Agreement shall have a lien on Tax Increment Revenues that is equal to the lien that secures other indebtedness of the Agency issued to the City and secured by a pledge of the Tax Increment Revenues.

Section 3. Prepayment.

If the City exercises its option to prepay the Financing Payments in whole or in part, unless the Agency consents in advance and in writing, the Agency shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

Section 4. Estoppel.

The Agency hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the Agency that is enforceable against the Agency in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

Section 5. Title.

Neither the City nor the owner of the Financing Agreement shall have a lien on or security interest in the Projects.

Section 6. Miscellaneous.

(1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

(2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Yamhill County, Oregon.

(6) Rules of Construction.

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the Agency and the City have executed this Intergovernmental Agreement as of the date indicated above.

**For the McMinnville Urban Renewal Agency,
Oregon**

Authorized Officer

For the City of McMinnville, Oregon

Authorized Officer

EXHIBIT A

Financing Payment Schedule

Interest at the rate of _____%, calculated on a _____ basis, is payable _____ on _____ 1 and _____ 1 commencing _____ 1, 20___. Principal is payable according to the following schedule:

<u>Date</u>	<u>Principal</u>
-------------	------------------



City Council- Regular

Meeting Date: 09/27/2016

Subject: PERS Transition Liability Payoff

From: Marcia Baragary, Finance Director

AGENDA ITEM:

Resolution 2016 - 70: Approving a Resolution for Payoff of Public Employee Retirement System (PERS) Transition Liability

BACKGROUND:

Please see attached memo

RECOMMENDATION:

Please see attached memo

Attachments

Memo

PERS Resolution

MEMORANDUM

To: Martha Meeker, City Manager

From: Marcia Baragary, Finance Director

Date: September 27, 2016

Subject: PERS Transition Liability Payoff

Background: When the PERS State and Local Government Rate Pool (SLGRP) was created in 2001, PERS actuaries calculated a transition surplus or liability for each employer joining the SLGRP. The transition surplus or liability for the employer was not absorbed by the SLGRP, but remained the responsibility of the employer. When the City joined the SLGRP, PERS determined that the City (including McMinnville Water & Light) had a transition liability (TL). At the time, PERS actuaries did not separately calculate the amount of the TL owed by the City and the amount owed by McMinnville Water & Light (MW&L).

City staff has consulted with our municipal advisor, Ms. Kieu-Oanh Nguyen of Western Financial Group, and determined that it is in the City's best interest to make a lump sum payment to PERS, eliminating the TL and reducing the City's employer contribution rate.

PERS is currently charging 7.5% interest on the balance of the TL. Ms. Nguyen has recommended that the City issue debt with an interest rate of approximately 3.0% and use the proceeds to pay off the TL. In effect, the City would be substituting debt service payments at a much lower interest rate for our monthly contributions toward the PERS TL at a higher interest rate. Ms. Nguyen estimates the net present value savings the City will realize by refinancing the TL is approximately \$925,000.

According to PERS regulations, the entire amount of the TL must be paid; i.e., the City and MW&L must agree to jointly pay off the TL balance, which is currently \$4,816,965. To arrive at a fair and reasonable methodology for allocating the liability, City and MW&L staff calculated an average of covered payroll and PERS contributions for the previous 14 years. Historical information was used to "smooth" the year to year fluctuations in the numbers. Based on this calculation, the percentage allocation of the total TL to the City is 72.713% or \$3,502,560 and the allocation to MW&L is 27.287% or \$1,314,405.

Since paying off the TL benefits MW&L as well as the City, MW&L adopted a resolution on September 20, 2016, providing for the payoff of MW&L's share of the TL. City and MW&L staff will coordinate the TL payoff on November 1, 2016, reducing City and MW&L employer contribution rates by approximately 3.0% of covered payroll over the next 10 years.

Recommendation: Staff respectfully requests that City Council adopt the "Resolution for Payoff of Public Employees Retirement System (PERS) Transition Liability."

RESOLUTION NO. 2016 - 70

**A RESOLUTION FOR PAYOFF OF PUBLIC EMPLOYEE RETIREMENT SYSTEM
("PERS") TRANSITION LIABILITY**

RECITALS

The City of McMinnville is a municipal corporation of the State of Oregon ("the City"), and the City, acting by and through its Water and Light Commission ("MW&L") has charge of the water works and the lighting plants, and the fiber optic system, of the City of McMinnville.

The PERS Transition Liability ("TL") was created when the City, together with MW&L, joined the State and Local Government Rate Pool ("SLGRP") in 2001. The TL represents a debt obligation to PERS, which accrues interest at an annual interest rate of 7.5%.

Although the City and MW&L ("the Parties") are considered to be one employer by PERS for the purposes of the TL, the implementation of accounting standard GASB No. 68 in 2015 required that the City and MW&L record the TL separately on their own financial statements.

The City has determined that Revenue Bonds may be issued by the City bearing an annual interest rate that is significantly less than the 7.5% interest rate charged by PERS, and that such bonds may be used to pay-off the TL.

To ensure that the percentage allocation of the TL is fair to both the City and MW&L, City and MW&L staff gathered information for 14 years, ending June 30, 2016, and took an average of the allocation of covered payroll and contributions over that time to reach the amount of TL owing by each of the Parties ("the Calculation"), which is summarized in the following table:

Summary of allocation:					
	<u>Covered Payroll</u>	<u>% Covered Payroll</u>	<u>Contributions</u>	<u>% Contributions</u>	<u>Average</u>
MWL	\$ 54,016,843	27.9431%	\$ 8,216,951	26.6308%	27.287%
City	139,293,534	72.0569%	22,638,061	73.3692%	72.713%
Total	\$ 193,310,377	100.0000%	\$ 30,855,012	100.0000%	100.000%

The amount of the TL owed to PERS by both the City and MW&L combined as of November 1st, is \$4,816,965, and based on the Calculation, the percentage of the TL owed to PERS by the City is 72.713%, expressed in terms of dollars as \$3,502,560.

On September 20, 2016, MW&L adopted a companion resolution resolving to pay the amount of TL that MW&L owes to PERS.

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

1. The City will pay to PERS \$3,502,560 which amount is 72.713% of the total Transition Liability owed by both the City of McMinnville and MW&L, and such payment shall be made by not later than November 1, 2016.
2. This action shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September, 2016, by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September, 2016.

Mayor

Approved as to form:

City Attorney



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 71: Appointing members to the McMinnville Committee for Public Art

BACKGROUND:

Attachments

Resolution Appointing MCPA members

RESOLUTION NO. 2016 - 71

A Resolution appointing members to the McMinnville Committee for Public Art.

RECITALS:

In partnership with the City of McMinnville, the McMinnville Downtown Association Committee for Public Art (MDACPA) was established in 2007 with the goal of placing quality art pieces in public places to give citizens and visitors to historic downtown McMinnville an opportunity to interact with art as an integral part of the design of the community.

The MDACPA's efforts have resulted in the installation of many culturally significant pieces of art in the McMinnville Downtown Historic District. The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. The art collection is significant to McMinnville's quality of life and complements the City's mission of enhancing the lives of its citizens.

To promote the continuing development and maintenance of the art collection within the Downtown Historic District and extend that work throughout the City, the MDA and the MDACPA have requested that the City create a new McMinnville Committee for Public Art (McMinnville CPA), to serve as a successor to the MDACPA.

The City created the McMinnville CPA by an Ordinance effective October 27th, 2016 and called for the appointment of five (5) at large members and one (1) representative of either the McMinnville Downtown Association (MDA) or Visit McMinnville (VM) who, along with the chair of the MDA Design Committee, shall comprise the governing body of the Committee.

The current members of the MDACPA have served the Committee with distinction and it is the desire of the City Council to have those members continue their service to the citizens of McMinnville by appointment to the McMinnville CPA.

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

1. The City Council appoints the following volunteers to the McMinnville Committee for Public Art:

Edwina Castle (at large position)
Mitch Horning (at large position)
Stuart Jacobson (at large position)
Sharon Morgan (at large position)
Steven Rupp (at large position)
Jenny Berg (MDA board member)

Rob Stephenson (Chair, MDA Design Committee)

2. This Resolution and these appointments will take effect October 27th, 2016.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September, 2016

MAYOR

Approved as to form:

City Attorney



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 72: Adopting standards and policies for the McMinnville Committee for Public Art

BACKGROUND:

Attachments

Resolution Adopting MCPA Policies

RESOLUTION NO. 2016 - 72

A Resolution approving the McMinnville Committee for Public Art Standards, Procedures and Guidelines.

RECITALS:

The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. The art collection is significant to McMinnville's quality of life and complements the City's mission of enhancing the lives of its citizens.

To promote the continuing development and maintenance of the art collection throughout the City, the McMinnville Committee for Public Art (CPA) was created by the City Ordinance effective October 27th 2016.

The Ordinance calls for the development of policies and procedures related to the maintenance, acquisition, temporary display, deaccessioning, and lending of the City's public art collection, and for such policies and procedures to be presented as recommendations to the City Council for final approval by Resolution of the Council.

An initial set of policies and procedures should be approved by the City, to guide the Committee's initial work and to provide for a seamless transition from the work of the McMinnville Downtown Association Committee for Public Art to the McMinnville CPA.

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

1. The "McMinnville Committee for Public Art Standards, Procedures and Guidelines" (Policies), attached hereto as Exhibit 1, are hereby approved.
2. The policies shall take effect October 27th, 2016.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of September, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 27th day of September, 2016

MAYOR

Approved as to form:

City Attorney

Exhibit 1

CITY OF McMINNVILLE

MCMINNVILLE COMMITTEE for PUBLIC ART STANDARDS, PROCEDURES, and GUIDELINES

- Section I. INTRODUCTION**
- Section II. MAINTENANCE OF THE PUBLIC ART COLLECTION**
- Section III. ACQUISITION OF ARTWORK**
- Section IV. TEMPORARY EXHIBITION OF ART**
- Section V. DEACCESSIONING WORKS OF ART**
- Section VI. PUBLIC ART DONATIONS AND MEMORIALS POLICY**
- Section VII. LOANS FROM THE COLLECTION**

I. INTRODUCTION

The art collection of McMinnville represents a cultural, recreational, and educational resource that is held in trust for the public. The art collection is significant to McMinnville's quality of life and complements the City's mission of enhancing the lives of its citizens. The guidelines contained in this document define how the collection will be developed and maintained.

II. MAINTENANCE OF THE PUBLIC ART COLLECTION

A. Cataloging the Collection

The MCPA will ensure that there is a current listing of all holdings in the McMinnville collection, including all pertinent information such as title, artist, medium, accession date, placement, and other information. In addition, the MDA and MCPA will from time to time create catalogs and/or art walk maps describing the collection and make them available to the public.

B. Periodic Review

The MCPA will annually review all holdings in the Public Art collection. During this review, the committee will inventory the collection, examine the condition of each work to determine restoration or preservation needs, and examine the display or storage conditions of each work. The review may periodically estimate the value of each work for insurance coverage and for the City's fixed asset inventory. In addition, the MCPA will update the current listing of all holdings in the art collection and submit the updated list to City staff.

C. Maintenance of the Collection

The City will perform or obtain the services of a professional to perform the repairs, cleaning, labeling, etc. that may be necessary to maintain the Public Art collection. The MCPA may assist

in the performance of this duty if requested by the City and may be provided a budget for the work. In this case, the MCPA will not exceed the budget without express permission of the City Manager.

Should repairs to outdoor art be necessary, the committee will notify the appropriate City staff member. Should the committee undertake the cleaning or repair, the committee will coordinate cleaning and repair with the appropriate City Staff Member.

The City will notify the committee as soon as practical if a work of art is either damaged or stolen, or if the City plans to move, or in any way disrupt, one of the pieces in the collection.

D. Maintenance Instructions

When the City purchases a new work of art, the artist will be required to submit a maintenance plan and instructions to be kept on file by the City maintenance staff. These instructions will outline the cleaning methods and materials for the artwork as well as a timeline and plan for regular maintenance of the work.

E. Placement of Works of Art

While it is the intent that site specific works will remain at the site for which they were created, a work may be moved if circumstances dictate. A reasonable effort will be made to notify the artist or donor of the work in advance of the move.

III. ACQUISITION OF ARTWORK

A. Art Selection Criteria

The value of every art work is in the eye, ear, and soul of each individual viewing it. A single work of art may engender a wide range of responses in the population viewing it. Because of this, art selection is, in part, a subjective process. Members of the MCPA must, at all times, remember that they represent the public. On the other hand, the members of the Committee are selected because they possess expertise or interest in art works. Making a selection without this balance can result in Public Art that is bland or trite or too esoteric to be appreciated by any but art connoisseurs.

The following sections give both required and desired criteria to be considered during the selection or accession process.

1. Required Conditions

All works of art selected for inclusion in the City of McMinnville collection must meet all of the following criteria.

i. Clear Title

If title to the work passes to the City, the artwork must be able to be transferred to the City with clear title. Purchased art will be by formal bill of sale from the owner(s) or artist(s). Contributed art must be accompanied by an appropriate deed of gift.

ii. Restrictions

Artwork accessions by the City must not have attendant restrictions. The City will make every effort to acknowledge artists and donors of the artwork.

iii. Reflects Community Values

While recognizing the First Amendment freedom of artists to express themselves in any way they choose, the City reserves the right not to select works if they do not reflect the values of the community.

This does not mean a work should be rejected simply because it might be controversial. One of the purposes of art is to show people a new way of looking at their environment, to share an artist's sometimes iconoclastic vision. Art can legitimately be intrusive, abrasive, or unpopular. Failure to recognize this purpose for art can lead to an art collection that is simply "pretty" or "nice" without being ennobling or educational.

iv. Original Works and Authentication

Only original works of art will be accessioned for the collection. Fakes, unauthorized copies, or reproductions are not acceptable. In cases where the authenticity of a work could reasonably be questioned, it must be authenticated before accession.

v. Suitability

All art works must be suitable for display in a public setting. Sculptures must be able to be secured to prevent accidents and must be free of sharp edges or points which may cause injury simply by being touched. Works executed in fragile media must be able to be protected while displayed. Exterior art must be able to withstand weather conditions.

vi. Maintenance and Security

The City can only accept artwork that the MCPA and City staff believe can, within the financial confines of the foreseeable future, be adequately and safely displayed, maintained, and reasonably secured.

2. Desired Attributes

The Criteria listed below describe the desired attribute of all art in the collection. Selected works should meet most, if not all, of the attributes to a high degree.

i. Artistic excellence

Art selected for the collection should represent the skill and competence of the originator, and should be an example of artistic excellence. The definition of artistic excellence changes over time, but the collection should always be representative of the best examples available.

ii. Variety of Media, Styles, and Techniques

Within the guidelines above for suitability of form for public setting, art selected for the collection should, if possible, broaden the range of media and techniques represented in the collection.

iii. Represents Artists of Varying Acclaim

Some art collections strive for excellence by selecting only works from recognized "name" artists. The collection of the City of McMinnville should strive to represent works from a wide range of artists of varied public status. Art should be chosen solely on the

basis of its intrinsic merit. A work from a well known artist should not be presumed to have more artistic merit than a work from a relatively unknown artist.

iv. Value

Because an aspect of the value of an art work is the response of each individual to that art, value is difficult to assign. However, the price of any proposed work of art should represent a responsible investment for the City collection.

When a work of art has a price of more than \$10,000 the MCPA may consult with an art consulting or appraisal firm to authenticate and verify the market value of the work.

v. Selected for Specific Site

Major art works should be selected as part of the process that takes into account the final display site for the work. This should be considered in terms of how well the work fits an intended space and the environment. This requires not only consideration of the size and environmental harmony of a work, but also how well it fits into the use patterns of the area in which it will be placed.

B. Methods of Accession

There are several ways that a work of art may be accessioned. The selection criteria listed in Section IV. A. apply to all works regardless of particular accession method used to bring the work to the City collection.

When funds become available to accession art, the MCPA may use one of three processes: open competition, artist invitation, and direct purchase. In addition, art work may be added to the collection through a direct contribution of art or funds to purchase or commission a work of art. The choice of accession will be determined by the MCPA.

1. Open Competition

In open competition, any artist is invited to submit works or delineated proposals for consideration. A "Call to Artists" is promoted within a designated region (local, regional, national, etc.) inviting all artists within the region to submit a proposal. The competition may be held for a single work, a single site, or a number of sites or works. The MCPA evaluates the contenders and selects the work or proposal that best fits the criteria and needs of the site(s).

The MCPA may decide that no entry fits the criteria or is suitable. For competitions held to populate several sites, this means that one or more sites may go unfilled. The MCPA may choose to leave the site unfilled and add that site to the list of potential future accessions.

2. Direct Purchase

The MCPA may choose to purchase a work of existing art from a gallery or dealer, from a private individual, or from an artist directly.

3. Artist Invitation

The MCPA may choose to invite one or more artists to submit proposals to create a work for a specific site. The committee should work closely with the selected artist from the beginning of the project, making clear the criteria in the policy. The artist should be asked to submit proposal sketches or models for approval before beginning the final work, with

opportunities to periodically view the work during different stages of completion to ensure the criteria are being met.

4. Donations

At times, civic minded citizens may wish to contribute to the art collection. They may do so by directly contributing funds to purchase a work of art, commissioning a work of art and then donating it to the City, and by directly contributing a work of art to the collection. See Section VI, Public Art Donations and Memorials for a detailed explanation of how donations are reviewed and accepted.

C. Process for Accessioning Artwork

The MCPA will oversee the development of goals and process for the selection, placement, and maintenance of works of art in McMinnville.

Upon notification that the City Council, or another entity or person, would like to initiate a Public Art project, the MCPA will define the conditions of the purchase. In doing so, the MCPA will confirm the available budget, identify a site for the work(s) of art, identify the goals of the project, and form a selection committee, if appropriate, to choose the artist and artwork and determine the most appropriate accession method in each circumstance, depending on the project funding source.

In initiating the Public Art project, the MCPA will:

1. Confirm the total project budget available for purchase of services and artwork, including installation costs.
2. Identify a site for the final location of art or the project where an artist may be included on the design team. If the MCPA is considering a site in the public right of way, all appropriate City departments must be consulted through the staff liaison before the site is finalized.
3. Identify the goals for the art project, which will include whether the project warrants including an artist on the design team or whether a purchase or commission of art is more appropriate. The MCPA will also establish at what stage of the project the artist will become involved in the process and will coordinate funding accordingly.

Options for consideration include:

Design Team Options

- i. Hiring an artist to collaborate with the project architect only during the early planning phases of the project as a consultant.
- ii. Hiring an artist to collaborate with the project architect during the early planning stages and to make artwork with project materials. The artwork will be incorporated into the design of the project and will fall within the projects material budget. The contractor will be responsible for fabrication, and the artist will provide oversight during the fabrication and installation.

iii. Hiring an artist to collaborate with the project architect early in the design phase, and giving the artist a budget to create independent artwork(s) that the artist will later place at a predetermined location(s) at the project site.

iv. Hiring an artist to collaborate with the project architect early in the design, and allowing the artist to apply, along with other artists, for design and construction of art for the project as part of an open competition.

v. Direct purchase or commission

Decide whether to purchase an existing work of art or commission a work of art.

vi. Donations

Decide whether or not to accept a donation of art.

4. Determine which acquisition method, according to Section III. B., Methods of Accession, is most appropriate based on the project goals.

5. Establish a selection process that addresses the project goals. The MCPA will keep in mind the City's goals of maintaining artistic integrity and encouraging public involvement, as needed, in each selection process.

6. Select an artist and/or art purchase/commission through a majority vote.

D. Artist Selection Criteria

Artists will be selected on the basis of their qualifications as demonstrated by past work, appropriateness of the proposal to the particular project, and the probability of the proposal's successful completion as determined by the MCPA. In selecting artists and works of art, the MCPA will select those artists and works of art which have the highest aesthetic quality, and those that fulfill the purpose of the City's art selection criteria as set forth in Section III. A. In all cases, consideration will be given to materials, construction, durability (long or short term depending on the intended life of the work), maintenance, public access, and safety.

The MCPA may choose to utilize a "Pre-qualified list" of public artists in lieu of open competition in order to simplify the selection process.

E. Artist Contracts

The City will enter into a contract any time an artist is hired to perform services for the City, such as participating on a design team or selling or creating a work of art. The contract should define the scope of the work for artist services and payment procedure for the purchase or commissioning of a work of art. The contract will require the following:

1. The artist will produce a work of art for a guaranteed maximum cost, including all installation costs.

2. The artist will maintain general liability and property damage insurance as well as workers compensation insurance. If the artist does not routinely carry this insurance in the amount specified by the contract, a fee for one-time purchase of coverage may be included in the total proposal.

3. The artist will submit the following items to the City before final payment is authorized:
- i. A complete catalog form that describes the work of art (materials, size, weight, artist biography, address, contact information),
 - ii. Four digital images of the work of art on digital CD of at least 1600 by 2400 pixels each and 4" by 6" prints of each of the digital images, and
 - iii. A Public Art conservation and maintenance program giving detailed instructions for the cleaning and maintenance of the artwork. This report will include, but not be limited to, frequency of cleaning and materials used, and other recommendations for maintaining the artwork. The report will also provide detailed description of all materials and processes used to fabricate the art, names and addresses of material suppliers, and specifics regarding fabrication and installation of the artwork.

IV. TEMPORARY EXHIBITION OF ART

The City may contract with an artist or gallery for the temporary exhibition of art on sites that may be dedicated for that purpose or intended for a future work of art through accession.

A. Exhibition Period

The term of temporary placement will be two years. If the City, MCPA, and the artist or gallery desire and agree, the work may remain for a second two year term. No temporary exhibition will remain in place longer, absent unusual circumstances. The City may, with or without cause, decline or terminate exhibition of the work at any time.

B. Selection Process

The selection of a work of art for temporary exhibition will be the same as that for accession in Section III. Acquisition of Art Work.

C. Installation and Removal

The Artist will agree to transport and install the work. The work will remain the property of the Artist unless sold. If sold, the Artist will replace the work, through the above selection process, at the time of removal. At the end of the Exhibition Period, the Artist will remove the work from the site, leaving the pedestal and all other aspects of the site in the same condition as existed prior to installation. Transportation to the site, proper installation, proper de-installation, proper removal from the site, and all associated costs and expenses will be the responsibility of the Artist. The City may provide assistance with these activities, such as use of a crane or heavy equipment.

D. Maintenance and Insurance

During the exhibition period, the City will be responsible for reasonable maintenance of the work. The Artist will be contacted in the event of any need for cleaning beyond soap and water. The City may help with maintenance procedures. The City will take reasonable steps to utilize the maintenance procedures designated by the Artist. The City will insure the work against damage or loss in an amount to be established by the parties in writing. The City's obligation to provide insurance is solely for the duration of the exhibition period and only while the work is located at the site, excluding installation and

removal. The City will have no liability for damage or destruction that may occur during transportation to or from the Site, during installation, or during removal.

E. Compensation

The City will pay the Artist or gallery a total honorarium in an amount to be determined by the MCPA for each two year exhibition of the work.

V. DEACCESSIONING WORKS OF ART

A. Background

The decision to remove a work of art is as important as the decision to accession it originally. The art world is constantly growing, and something that was revolutionary or revealing in the past may become trite or too well explored.

On the other hand, the world of art is also affected by fashion. The MCPA must be aware of the distinction between out of date and out of style. The deaccession process should not result in the loss of classic work, even if it represents an earlier period.

Deaccession of works from the collection will be based principally on the issue of artistic merit or if the artwork has been irreparably damaged. No work from the art collection will be sold primarily for monetary gain with the intention of using the funds for purposes other than art collection.

B. Deaccession Policy

Deaccessioning is a procedure for the withdrawal of an artwork from the public collection. Deaccessioning should be considered only after 10 years have elapsed from the date of installation of permanent works and acceptance in the case of portable works or under special circumstances (e.g. the work has been damaged beyond repair). Deaccessioning will be considered only after a careful and impartial evaluation of the artwork within the context of the collection as a whole. At the beginning of the process, the MCPA will make a reasonable effort to notify any living artist or donor whose work is being considered for deaccessioning.

C. Eligible Art Works

All art works owned by the City of McMinnville, whether acquired through purchase, donation, or any other method, are eligible for deaccessioning. In the case of donated art works, all legal documents relating to the donation will be reviewed prior to the beginning of the process.

D. Deaccessioning Procedure

A Deaccessioning Subcommittee of the MCPA will be appointed by the committee. This subcommittee will consist of no more than five arts professionals or experts, three members of the MCPA, and an art appraiser or consultant if necessary. If the value of the art work is less than \$5,000, the MCPA may informally appraise the artwork. However, if there is any doubt as to the value of the work, the MCPA must secure the services of an appraiser or consultant.

E. Criteria for Deaccessioning

The MCPA may consider the deaccessioning of artwork for one or more of the following reasons:

1. A work is not or rarely on display because of lack of suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed.
3. The artwork has been damaged or has deteriorated and repair is impractical or not feasible.
4. The artwork endangers public safety.
5. In the case of site specific artwork, the artwork is destroyed by severely altering its relationship to the site.
6. The artwork has been determined to be significantly incompatible or inferior in the context of the collection.
7. The City wishes to replace the artwork with artwork of more significance by the same artist.
8. The artwork requires excessive maintenance or has faults of design or workmanship.
9. There has been sustained and overwhelming public objection to the artwork.

F. Sequence of Action

1. The subcommittee appointed by the MCPA will determine whether an artwork meets any of the criteria listed in Section V. E. above.
2. A representative from the appointed subcommittee will submit a report to City staff which includes the opinion of the City Attorney on any restrictions that may apply to the specific work.
3. The MCPA will review the report. The Committee may seek additional information from the artist(s), art galleries, curators, appraisers, or other professionals prior to making a recommendation to the full board.
4. The MCPA will send a recommendation for action to the City Council for approval.
5. Upon approval of its recommendations, the MCPA will consider the following actions:
 - i. Sale or Trade
 - a. The Artist(s) will be given first option to purchase or trade the artwork.
 - b. Sale may be through auction, gallery resale, or direct bidding by individuals, in compliance with City laws and policies governing surplus property.
 - c. Trade may be through the Artist, a gallery, a museum, or other institutions for one or more artworks of comparable value by the same Artist.

d. No works of art will be sold or traded to City Council members or staff of the City, the MDA, the MCPA, or members of the Deaccession Subcommittee consistent with the conflict of interest policies in these guidelines.

e. Proceeds from the sale of a work of art will go into the Public Art Trust Fund account for future artwork projects. Any pre-existing contractual agreements with the artist regarding resale will be honored.

ii. Destruction of work deteriorated or damaged beyond repair and deemed to be of negligible value.

iii. If the MCPA is unable to dispose of the artwork in a manner outlined above, the work will be donated to a non-profit organization or otherwise disposed of as the City Council sees fit.

VI. PUBLIC ART DONATIONS AND MEMORIALS POLICY

A. Background

In addition to City financial support, the Public Art collection may grow through the gifts of private citizens. A consistent and fair process for considering Public Art gifts will be followed. The art selection criteria of Section III. A. will be applied when considering Public Art gifts.

Anyone wishing to sponsor a gift of artwork to the City for location in the McMinnville collection should contact the MDA or the MCPA at the earliest possible time for a consultation on the review and acceptance process for donated artworks. The MCPA will review potential donations and make a recommendation to the City Council.

If the proposed gift is to be a memorial and the site is in a park, it must also go through a review process with the Parks and Recreation Department.

B. Types of Donations

1. Existing Works of Art.

i. Specific placement of portable works of a scale appropriate for rotation through public spaces belonging to the City may not be stipulated as a condition of gift.

ii. Non-portable works of a scale larger than would be appropriate for the portable collection would require a semi-permanent or permanent site. Permanent site location cannot be guaranteed by the City.

2. Commissioned Works of Art

These are works of Art which are commissioned gifts to the City and which usually require a specific site. Permanent site location cannot be guaranteed by the City.

C. Review Criteria

1. Artistic Excellence

Accepted works of art must be of exceptional quality and enduring value as judged by the MCPA.

2. Appropriateness to the City's Art Collection

Proposed gifts will be reviewed in relationship to existing goals for the Public Art Collection, such as diversity of media, artists represented, styles, and geographic representation.

3. Appropriateness to Site

Relationship of artwork to the site will be considered in respect to its social, cultural, historical, and physical context.

4. Maintenance provisions

Maintenance concerns are a consideration. Adequate provisions should be made for future needs. Donors must provide the MCPA with detailed maintenance instructions for the work(s) of art, copies of which will be forwarded to the City liaison to the committee.

5. Adherence to current Master Plans

All works of art should adhere to the master plans of the City, including but not limited to the Parks and Recreation Department. The MCPA will help to advise the sponsor of existing master plans.

D. Review Process

1. Existing Works, Portable And Non-Portable

i. Initial Contact

Sponsor should send photographs of work(s) of art to the City or the MCPA with written materials including the name of the artist, her/his bio or resume, medium, size, date of execution, and estimated value of the work. If sent to the City, this material will be forwarded to the MCPA for a recommendation.

ii. Review by the MCPA

The MCPA will review the photographs and will ask to see the actual work of art if it wants to consider the gift further. If the MCPA recommends acceptance of the work of art, it will also recommend a site for installation.

iii. Installation Readiness

In order to receive final acceptance, works of art should be professionally appraised and ready for installation. This means that two dimensional works should be archivally framed and three dimensional works should have a pedestal or appropriate hanging or mounting provisions.

iv. Acceptance

The City Council may review the recommendation of the MCPA and will accept or deny the proposed donation and its site, installation, and maintenance provisions. In the event that the MCPA recommends against acceptance and the City Council denies acceptance, the Donor will be notified of the reason(s).

2. Commissioned Works of Art

i. Initial Contact

City staff or the MCPA will meet with the sponsor to discuss the commission. If no artist has been selected, staff will advise the sponsor about the artist selection options, such as the use of an artist selection committee, an art consultant, or a competition under the auspices of the MCPA. These can provide assistance on the selection procedures, technical and budgetary concerns, and on the uses, appropriateness, quality, and variety of art options.

ii. Selection Process

Commissioned works must go through a two-phased process, first "in concept" and second when the design has been decided. Sponsors of gifts are requested not to select specific designs prior to the approval of the "in concept". If a site has been recommended and is under the jurisdiction of a specific City department, such as Parks and Recreation Department, that Department must be contacted at the start and that Department will also review the project.

iii. Review "in concept" by the MCPA

The sponsor must submit a written proposal to the City Council or the MCPA, including the process for selection of an artist(s) and the general concept behind the project. The MCPA will review the proposal and make a recommendation for acceptance, denial, or modification.

iv. Review of Design by MCPA

If the project is approved "in concept," the sponsor will proceed to select an artist(s) as outlined above. When a site and specific design have been chosen, a model or scale drawings of the design and maintenance provisions must be submitted to the MCPA, which will review the materials and make a recommendation to the City Council.

v. Review of Design

a. The City Council will review the recommendations of the MCPA and approve or deny the design of the work of art, the site, and the provisions for future maintenance.

If, in the development and execution of the project, the concept or aesthetic of the work is changed, the concept and design must be re-approved before the work will be considered for final approval.

6. Review and Final Acceptance of Completed Work

Both the MCPA and the City Council will review the completed work of art and approve or deny its acceptance.

E. Requests for Commissioning a Work of Art

Requests for commissioning a work of art should go through the process outlined above and must include financial provisions for the administration of the commission as well as the future maintenance of the work as determined by the MCPA.

F. Bequests to the Public Art Trust Fund

Bequests to the Public Art Trust Fund can vary in scope from general gifts of unspecified use to gifts of a specific scope. For example, the sponsor could stipulate that the bequest be used to purchase portable works, works from a specific artist, or perhaps only existing works.

VII. LOANS FROM THE COLLECTION

A. Policy

When loans are made from the collection, it is the responsibility of the borrowing gallery or institution to cover all expenses of packing, shipping, and insurance. The borrowing gallery or institution will submit proof of insurance coverage for the value of the works prior to obtaining custody.



City Council- Regular

Meeting Date: 09/27/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City of McMinnville Building Division Reports for the Period ending August 31, 2016

BACKGROUND:

Please see the August 2016 Building Division Report (attached)

Attachments

Building Division Report

City of McMinnville

C404 - Privately Owned

Between 08/01/2016 and 08/31/2016

Class Code	Permits	Bldgs	Houses	Valuation
	77	33	33	\$438,348
Sub-Totals:	77	33	33	\$438,348
<u>Section I - Residential HouseKeeping Buildings</u>				
One-Family Houses Detached	101	9	9	\$2,515,980
Sub-Totals:	9	9	9	\$2,515,980
<u>Section III - New Non-Residential Buildings</u>				
Structures Other than Buildings	329	1	1	\$526,800
Sub-Totals:	1	1	0	\$526,800
<u>Section IV - Additions & Alterations</u>				
Add or Alter Dwellings	434	3	0	\$51,200
Add or Alter All Other Buildings and Structures	437	4	0	\$1,194,000
Sub-Totals:	7	0	0	\$1,245,200
Grand-Totals:	94	43	42	\$4,726,328

Activity Summary Totals Report

Category: BLDG

Issued: 08/01/2016 - 08/31/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	3	\$26,734.88	\$954,000.00
AINS	1	\$3,824.36	\$240,000.00
ASFR	3	\$1,689.95	\$51,200.00
NCOM	1	\$4,088.90	\$526,800.00
NSFR	9	\$82,438.79	\$2,515,979.84
BLDMINOR			
DECK	1	\$127.93	\$5,000.00
FOUN	1	\$27.04	\$500.00
OTHR	4	\$604.30	\$23,500.00
PATI	1	\$160.15	\$6,934.40
ROOF	5	\$2,222.00	\$284,054.00
WALL	1	\$490.34	\$30,000.00
FLS			
ALRM	2	\$828.34	\$61,360.00
SPRK	2	\$454.88	\$26,500.00
MECH			
RES	20	\$821.33	\$0.00
MISC			
	16	\$32,301.75	\$0.00
PLUM			
COM	1	\$201.60	\$0.00
PUB	2	\$0.00	\$0.00
RES	21	\$959.03	\$500.00
Total:	94	\$157,975.57	\$4,726,328.24

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2016 - 08/31/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	4	\$33,067.02	\$1,704,000.00
AINS	1	\$3,824.36	\$240,000.00
ASFR	5	\$3,290.62	\$120,817.70
NCOM	1	\$4,088.90	\$526,800.00
NDUP	2	\$23,314.02	\$474,932.40
NOTH	1	\$756.55	\$27,000.00
NSFR	17	\$151,306.00	\$4,532,995.67
BLDMAJOR			
NGAR	1	\$368.22	\$16,638.72
BLDMINOR			
DECK	1	\$127.93	\$5,000.00
FOUN	2	\$428.80	\$21,710.00
OTHR	7	\$2,116.12	\$178,300.00
PATI	2	\$222.24	\$8,434.40
ROOF	7	\$2,679.48	\$322,854.00
WALL	1	\$490.34	\$30,000.00
DEMO			
RES	1	\$80.95	\$4,600.00
FLS			
ALRM	2	\$828.34	\$61,360.00
SPRK	2	\$454.88	\$26,500.00
MECH			
COM	2	\$107.52	\$0.00
PUB	1	\$202.72	\$0.00
RES	34	\$1,599.70	\$0.00
MISC			
	34	\$35,971.75	\$0.00
PLUM			
COM	4	\$985.78	\$0.00
PUB	3	\$0.00	\$0.00
RES	37	\$1,880.79	\$500.00
Total:	172	\$268,193.03	\$8,302,442.89

City of McMinnville - Account Summary Report

For Post Dates 07/01/2016 - 08/31/2016

For Category: BLDG

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

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$6,639.75
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		\$6,639.75
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$40,009.64
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$28,775.92
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$3,546.42
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		\$72,331.98
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$5,093.15
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$287.00
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		\$5,380.15
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$10,228.00
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$467.50
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		\$10,695.50

Total Posted Amount: \$95,047.38