

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**August 23, 2016
5:00 p.m. – Executive Session
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: An Executive Session pursuant to ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing will be held at 5:00 p.m.

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum
- b. 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. CONSENT AGENDA

- a. Consider Minutes of the May 10, 2016 City Council Dinner and Regular Meetings and the May 18, 2016 Budget Committee Meeting
- b. **Resolution No. 2016 - 59:** Approving a three-year agreement with Day Wireless for maintenance on the Public Safety Radio System
- c. **Resolution No. 2016 - 60:** A Resolution approving Task Order No.1 to the Personal Services Contract for the final design of the NW Hill Road transportation bond measure project.

- d. **Resolution No. 2016 - 61:** A Resolution authorizing the release of a portion of an existing public utility easement, located in the City of McMinnville, Yamhill County, Oregon.
 - e. **Resolution No. 2016 – 62:** A Resolution approving the acquisition of property from McMinnville School District No. 40 and Citizens Bank for the 5th Street transportation bond project.
2. NEW BUSINESS
- a. Presentation of the City of McMinnville's Emergency Preparedness Plan
3. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. City of McMinnville Building Division Report for the Period Ending July 31, 2016
4. ADJOURNMENT



City Council- Regular

Meeting Date: 08/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City Manager's Summary Memorandum

BACKGROUND:

Please see attached Summary Memorandum

Attachments

Summary Memorandum



DATE: Aug 16th, 2016

TO: Mayor and City Council

FROM: Martha Meeker, City Manager

SUBJECT: Agenda for the August 23rd McMinnville City Council Session

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 MAY 10TH, 2016 WORK AND REGULAR SESSIONS AND THE MAY 18, 2016 BUDGET COMMITTEE MEETING

RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH DAY WIRELESS FOR MAINTENANCE ON THE PUBLIC SAFETY RADIO SYSTEM

In October of 2013, the City Council awarded a contract to Day Wireless Systems, for the maintenance of the City's public safety radio system. This contract is expiring in September, 2016 and the staff is recommending contracting with Day Wireless for an additional three years as they are the only Motorola Premier Service Partner in Oregon authorized to perform warranty and repair services on a Motorola Simulcast radio system.

RESOLUTION APPROVING TASK ORDER NO.1 TO THE PERSONAL SERVICES CONTRACT FOR THE FINAL DESIGN OF THE NW HILL ROAD TRANSPORTATION BOND MEASURE PROJECT

On November 10, 2016, the City Council awarded the Personal Services Contract for preliminary design services for the NW Hill Road Project to CH2M Hill Engineers in the amount of \$372,519.00. The attached Task Order No.1 amends the Personal Services Contract to include the additional work necessary to complete the final design of the project. The estimated cost for this work is \$739,800.00.

RESOLUTION AUTHORIZING THE RELEASE OF A PORTION OF AN EXISTING PUBLIC UTILITY EASEMENT, LOCATED IN THE CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON

The owners of property at NE Fircrest Drive have requested the release of an unused public utility easement that crosses their property and is adjacent to right-of-way that was vacated by the City via Ordinance 4781 on April 8, 2003. There are no known existing utilities within the easement area and no utility has objected to the release of the easement. In addition, the City does not need the easement area for sanitary sewer or storm drainage purposes.

APPROVING THE ACQUISITION OF PROPERTY FROM MCMINNVILLE SCHOOL DISTRICT 40 AND FROM CITIZEN'S BANK FOR THE 5TH STREET PROJECT

In February, the City Council authorized the acquisition of property for the 5th Street transportation bond project. This latest acquisition involves two properties, one from the McMinnville School District for 78 sq ft at the corner of the former Cook elementary school on 5th and Johnson Streets for \$500 and another from Citizens Bank for 89 sq ft at the corner of 5th and Baker Streets for \$1,500.

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| REGULAR AGENDA |
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PRESENTATION

Emergency Preparedness

Chief Rich Leipfert and Doug Cummings from the McMinnville Fire Department will provide an overview of the City's Emergency Preparedness program



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 08/23/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:



City Council- Regular

Meeting Date: 08/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Consider Minutes of the May 10, 2016 City Council Dinner and Regular Meetings and the May 18, 2016 Budget Committee Meeting

BACKGROUND:

Attachments

May 10, 2016

May 18 Budget Committee

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

Tuesday, May 10, 2016, at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present

| | |
|----------------|--------------|
| 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, Finance Director Marcia Baragary, Planning Director Doug Montgomery, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

WORK SESSION

Mayor Olson called the Work Session to order at 6:13 p.m. and advised the topic for the evening's Work Session was to discuss recommendations for changes to the City's enforcement policy regarding the implementation of an exclusion zone, expanding skateboarding restrictions, and to discuss the implementation of a business license.

Mayor Olson called on Police Chief Scales to lead the discussion addressing issues in the downtown area. Chief Scales reviewed the idea behind an exclusion zone for the downtown area. He recalled that in 2004, the downtown area was experiencing increased criminal type behavior. Former Police Chief McFarlin and staff reached out to the affected businesses to remedy the situations. In 2005 the enhanced enforcement ordinance came about. The boundaries for the enhanced enforcement district reached from First to Fifth Street and from Adams to Irvine Streets.

Then, in 2010-11, because of concerns regarding constitutionality of the legislation, the ordinance was repealed. Since that time, calls for service have increased approximately 38 percent in the downtown area. Chief Scales noted that because of the uniqueness of the downtown area and its high density and high tourist numbers staff felt that it was important to look for solutions to the increasing problems in the area. Staff revisited the idea of an exclusion zone and looked at how other cities handled the problem of repeat offenders. He pointed to the City of Ashland's exclusion zone ordinance which states that exclusion occurs only after an arrest and conviction of a crime.

Staff spoke with the Municipal Court Judge and the City Prosecutor and as a result of those conversations, staff crafted an ordinance with a scaled down footprint from the earlier ordinance. The draft ordinance does not include City Hall, Civic Hall, Municipal Court, or County buildings. The zone would include the area from Second to Fourth Streets and from Adams to Galloway Streets. The exclusion would not go into effect until the individual was convicted of a violation within the zone and exclusion for the first offense

would be 30 days; second violation or first misdemeanor conviction would be 90 days; and a second misdemeanor or combination of any three violations would be 180 days. A person found to be in violation of a civil exclusion order would be subject to a citation and/or arrest for the crime of Criminal Trespass I, which is a Class C misdemeanor.

Mayor Olson asked for discussion from the Council.

Responding to Councilor Jeffries' inquiry regarding what types of crimes could cause an exclusion, City Attorney Koch stated that they looked at the City of Bend's ordinance which includes assault, sexual offenses, sale and manufacture of unlawful controlled substances, criminal mischief, arson, graffiti, lettering, two or more citations for drinking in an unlicensed premises within a certain period of time, and other, similar types of behaviors.

Councilor Drabkin advised that she was concerned that an individual could be excluded for a first offense of littering or public elimination. Those two offenses seemed to be broad, especially since the City has a rather large transient population. If a person were at the east end of the downtown area late at night, after the bars and other businesses were closed, there would be no place available for them to use a restroom. She further explained that the broadness of the language could target the transient population that lives in the downtown area.

Councilor Hill stated that he worked downtown for 25 years and he was aware of the negative types of behaviors that occur in the area. He pointed out that the City's transient lodging taxes are working to bring more tourist activities to the downtown area and it was important to be able to keep the environment safe and livable.

City Attorney Koch explained that once an individual was cited, they would appear in Municipal Court where they would either plead "guilty" or "not guilty." If they plead "not guilty," a trial would take place and if they were found to be guilty, they would be excluded from the area.

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Councilor Ruden stated that he was not convinced that the ordinance would improve safety in the downtown area, but agreed that the area slated as the boundaries was good.

Councilor Drabkin reiterated her concerns and wondered if the City was treating everyone equally. She stated that she wanted to support the police force and the downtown businesses, but she had many reservations about the broadness of the language.

Councilor Hill advised that he was comfortable with the boundaries and listing the various offenses that could be included for exclusion. He stated that he believed it was not the first offender that the police would be looking for, but rather the chronic offenders. He felt that the draft ordinance was a good starting point to keep the downtown area safe. Councilors Menke and Yoder agreed with Councilor Hill and stated they were in favor of moving the draft ordinance forward. By consensus Council agreed to move the ordinance forward to a public hearing.

ADJOURNMENT: Mayor Olson adjourned the Work Session and opened the Regular City Council meeting at 7:09 p.m.

Rose A. Lorenzen, Recording Secretary

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

Tuesday, May 10, 2016, at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present
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, Finance Director Marcia Baragary, Planning Director Doug Montgomery, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the Meeting to order at 7:10 p.m.

PLEDGE OF ALLEGIANCE: Councilor Menke led in the recitation of the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Dave Haugeberg, 11396 NW Willis Road, updated the Council on the Newberg-Dundee Bypass. He advised he was the Chair of the Yamhill County Parkway Committee and that the Committee had been hard at work advancing the next phase of the Bypass - up to Rex Hill. The Committee strongly believes that the Bypass should continue moving forward and they are working on opportunities to acquire right of way from the area around the Newberg hospital. He advised that there have been letters of support from several locations. Marion County sees that if the next phase of the project is not completed, increased traffic on Highway 219 could become problematic. Congress, through the efforts of lobbyists, has elevated the project to a high priority corridor. The Committee will be working on two fronts - in Congress in Washington, D.C. and in Salem. He explained the value of the lobbyists and stated that he is asking all parties to double their contributions in the next fiscal year - for

the City of McMinnville, it would mean an investment of an additional \$18,000 for a total of \$36,000. He advised that he would request that amount at the upcoming Budget Committee meeting.

Each of the Council members thanked Mr. Haugeberg for the update and all reiterated their support for the Bypass project.

Mark Davis, 652 SE Washington Street, spoke to the Council in support of more affordable housing. He pointed out that the Council has been making a good effort regarding affordable housing. He advised that the Council should, when discussing the urban growth boundary process, bring the various land use communities into the discussion - to build trust and relationships.

Dave Adams, Manager of KLYC Radio, thanked the efforts of the American Legion, Post 21 for helping to bring the Wall of Honor to the Evergreen Aviation Theater. He advised that no admission would be charged to view the Wall. It includes the names of all those who have been killed in combat since September 11, 2001.

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CONSENT AGENDA: Councilor Hill MOVED to approve the following Consent Agenda items:

- Minutes of the February 9, 2016 Dinner and Regular City Council Meetings;
- **Resolution No. 2016-22** establishing a recommended, conditionally permitted, and prohibited street tree list for the City of McMinnville;
- Resolution No. 2016-23 approving the Property Management Agreement for the City owned **property** at 4600 NE Riverside Drive;
- **Resolution No. 2016-24** awarding the contract for the ATAD #2 Coating Project, Project No. 2016-1;
- **Resolution No. 2016-25** entering into a Personal Services Contract with CESNW for engineering services associated with the Edmunston Street Culvert Repair Project, Project 2016-6;
- **Resolution No. 2016-26** accepting the transfer of jurisdiction over portions of the following county roads inside and outside the City of McMinnville: NW Hill Road and NW Baker Creek Road;
- **Resolution No. 2016-27** approving entering into an intergovernmental agreement between the State of Oregon and City of McMinnville for Disposal of Surplus Property;
- **Resolution No. 2016-28** approving a lease between the City of McMinnville and the Good Olds Pace, LLC doing business as Cornerstone Coffee; and
- Liquor License applications;

Councilor Drabkin SECONDED the motion. Motion PASSED unanimously.

2. PROCLAMATIONS

2 a NATIONAL PUBLIC WORKS WEEK: Mayor Olson asked Community Development Director Bisset to come forward. Mayor Olson read the National Public Works Week proclamation into the record.

2 b NATIONAL POLICE WEEK: Mayor Olson asked Police Chief Scales to come forward. Mayor Olson then read the National Police Week proclamation into the record.

3 PLANNING COMMISSION INTERVIEWS: Mayor Olson advised that there were two individuals present to be interviewed for a vacancy on the Planning Commission - Erich Berg and Nanette Pirisky. Mayor Olson asked Ms. Pirisky to come forward for her interview.

Each of the Councilors questioned Ms. Pirisky about her interest in being on the Planning Commission, the community in general, her vision for the community, and her ability in making quasi-judicial decisions in a public setting.

Following Ms. Pirisky's interview, Mayor Olson thanked her and asked Mr. Berg to come forward.

Each of the Councilors questioned Mr. Berg about his interest in being on the Planning Commission, the community in general, his vision for the community, and his ability in making quasi-judicial decisions in a public setting.

Following the interviews, Mayor Olson reminded the Council that there was one Ward 3 vacancy on the Planning Commission and asked for deliberation on the two candidates.

Following a thorough discussion on the attributes of each candidate and what attributes were needed for a good Planning Commissioner, Councilor Jeffries MOVED to appoint Nanette Pirisky to the vacant Ward 3 position on the Planning Commission; SECONDED by Councilor Menke.. Motion PASSED unanimously.

RECESS / RECONVENE: Mayor Olson called for a brief recess at 8:15 p.m. He reconvened the meeting at 8:22 p.m.

4 OLD BUSINESS

4 a PRESENTATION: JIM GALBA TO INITIATE AMENDING THE NE GATEWAY PLANNED DEVELOPMENT OVERLAY ORDINANCE: Mayor Olson introduced Jim Galba and advised that Mr. Galba would like to discuss a concrete building located at 12th Street and Alpine Avenue where Mr. Galba currently houses his marijuana growing operations. Mayor Olson welcomed Mr. Galba and asked him to come forward.

Jim Galba, 524 SW Drumwood, stated that he was in attendance to request that the City Council initiate a zone

change for the area that includes his growing operation. He explained that the Planning Commission views the growing of marijuana as an industrial use. The location he has been using to grow marijuana has a zoning overlay on it and does not allow for the production of marijuana, even though the site is in an area zoned for industrial use. He further explained that the property is a single tax lot with a house as well as a fireproof concrete structure. If the contents happen to catch fire, the fire would be contained within the building. He stated that his location was much like that of Online NW but the Online NW location is appropriate for the zone because the business is involved in consulting work.

Councilor Yoder confirmed the location of Mr. Galba's business on the site map. Councilor Yoder asked if Mr. Galba owned the property on which his business is sited. Mr. Galba replied that he rented the site. Councilor Yoder thanked Mr. Galba for being upfront with the City and the City Council regarding this matter.

Mayor Olson asked Mr. Galba how long his business had been in operation. Mr. Galba replied that he started his business in 2013.

Councilor Menke reflected that as the Council went through all of the items related to marijuana at earlier City Council meetings, it was very clear that the production of marijuana would be classified as an industrially-zoned activity. She asked what was restricting Mr. Galba from relocating his business to an appropriate industrial site. Mr. Galba responded that the lack of available funding was the primary reason. He explained that there were only certain properties available and some of those properties were already leased. He would most likely have to start over at "ground zero." It would cost him a minimum of \$100,000 to start over in a new location. Mr. Galba explained that when he rented the building for his production site, he had no idea about the zoning overlay. Additionally, Mr. Galba noted that it is not possible to see what is going on inside the building.

City Attorney Koch explained that when Ordinance No. 5000 was adopted in December 2015, marijuana production was only allowed within M-1 or M-2 zones. The Overlay ordinance (Ord. 4971) was adopted and became effective on July 9, 2013. That ordinance included the adoption of zones 1, 2, and 3 within the overlay. He further explained that unless there is a mixed use, such as a cottage industry selling a product as a retail sales component, marijuana production by itself would not be allowed as it is an industrial-zoned use. Mr. Koch further explained that within the NE Gateway District, only certain types of industrial uses - related to food and beverage with a retail component - are allowed in Zone 3 of the overlay ordinance, the area where Mr. Galba's business is sited.

Mr. Galba advised that currently his site houses a medical marijuana grow which does not have the same implications as a recreational grow site might have. He suggested that the City could not make the land use laws more restrictive than state law.

Mr. Koch advised that state statute, reflected in Ordinance 5000, allows the City to adopt reasonable time, place, and manner restrictions. He advised that Mr. Galba was requesting that the City Council either disregard or amend the overlay ordinance. He advised that the ordinance could not be disregarded. He suggested that Mr. Galba could request a zone change amendment to the ordinance to allow for some limited industrial type uses, such as the production of marijuana, or he could ask the Council to amend the ordinance. He advised that Mr. Galba was asking the Council to do the amendment.

Lengthy discussion followed, after which Councilor Menke MOVED to **not initiate proceedings to** amend the NE Gateway Planned Development Overlay ordinance; SECONDED by Councilor Hill. Motion PASSED unanimously.

Following the passage of the motion, Mayor Olson advised Mr. Galba that if he chose to do so, he could initiate a zone change request and go before the Planning Commission in a public hearing. Planning Director Montgomery agreed and advised that if the Planning Commission decision approved the zone change request, the final decision would be with the City Council.

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STAFF UPDATE ON SCHOOL DISTRICT TENNIS COURTS: City Manager Meeker advised that this update was in follow-up to Mr. Cole Risdon's City Council presentation a few weeks earlier.

Ms. Meeker advised that City staff has received written verification from the McMinnville School District regarding the classroom on the tennis courts. She advised that specific physical education (PE) classes and tennis team practices are held at that location. Ms. Meeker noted that this topic has taken a great deal of staff time, effort, and money and is a very difficult and moving target as the State of Oregon continues to put together the rules and laws surrounding the sale of marijuana.

Councilor Ruden advised that he read the language and understand it in his mind, but his heart was speaking and he believed that there was no education being undertaken that should factor into this. Additionally, the City finalized a building permit. The Council should take whatever steps necessary to assist in rectifying this problem.

Councilor Drabkin stated she believed it was always important that there is a compelling reason to reassess criteria and in this case it would be so individually

specific to a circumstance that she did not believe there was reason for a reevaluation. The School District has said that classes are held in that location. She did not believe the City needs to reevaluate the criteria; however, she also understood that there was a wrong happening. It was wrong that the individual was granted all the licensing and that the applicant made the investment and will now suffer the consequences. He was denied approval by the Oregon Health Authority (OHA) and will most likely be denied by the Oregon Liquor Control Commission (OLCC).

Councilor Yoder asked about the OHA investigation. City Manager Meeker advised that the OHA does its own investigation and makes its own determination.

Councilor Menke agreed that this was a difficult situation and although it is ultimately up to the OHA, it appeared to her that use of the tennis courts is pretty negligible.

Following extensive discussion, Councilor Jeffries MOVED to direct staff to write a letter to OHA showing support for Mr. Risdon's dispensary; SECONDED by Councilor Menke. Motion PASSED unanimously.

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ADJOURNMENT: Mayor Olson adjourned the meeting at 9:33 p.m.

Rose A. Lorenzen, Recording Secretary

CITY OF MCMINNVILLE
MINUTES OF BUDGET COMMITTEE MEETING
Held at the Civic Hall on Gormley Plaza
McMinnville, Oregon

Wednesday, May 18, 2016 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording Secretary: Rose A. Lorenzen

| Councilors: | <u>Present</u> | <u>Absent</u> |
|-------------|----------------|----------------|
| | Scott Hill | Remy Drabkin |
| | Larry Yoder | Kevin Jeffries |
| | Kellie Menke | Alan Ruden |

| Budget Committee: | <u>Present</u> | <u>Absent</u> |
|-------------------|----------------|-------------------|
| | Robert Dodge | Jerry Hart |
| | John Mead | Kris Stubberfield |
| | Brad Lunt | |
| | Travis Parker | |

Also present were City Manager Martha Meeker, City Attorney David Koch, Community Development Director Mike Bisset, Finance Director Marcia Baragary, Fire Chief Rich Leipfert, Police Chief Matt Scales, Planning Director Doug Montgomery, Library Director Jenny Berg, Library Services Manager Wendy Whitesitt, Information Systems Director Scott Burke, Parks and Recreation Director Jay Pearson, Kids on the Block Manager Janet Adams, Senior Accountant Ronda Gretzon, Payroll Accountant Chris Secrist, Public Works Superintendent David Renshaw, and a member of the news media, Don Iler of the *News Register*.

AGENDA
ITEM

1. CALL TO ORDER: Mayor Olson called the meeting to order at 6:00 p.m.
2. ROLL CALL: Recording Secretary Lorenzen called roll. It was noted that Councilors Drabkin, Jeffries, and Ruden and Budget Committee Members Hart and Stubberfield had been excused from the meeting.
3. ELECTION OF BUDGET COMMITTEE CHAIRPERSON: Councilor Menke MOVED to elect Councilor Scott Hill as Budget Committee Chair and further MOVED that the nominations be closed; SECONDED by Councilor Yoder. Motion PASSED unanimously.

Budget Committee Chair Hill expressed his appreciation to the Budget Committee members for the volunteerism they show and to the department heads and staff for the work they do every day.

Chair Hill asked if any of the members had conflicts or potential conflicts of interest. Budget Committee member

declared that although he is married to Library Director Berg, he believed that he could be impartial in his deliberations.

4. PRESENTATION ON PROPOSED BUDGET FOR 2016 - 2017 BY FINANCE DIRECTOR MARCIA BARAGARY: Finance Director Baragary referenced her memorandum located in the Budget Committee's packets and advised that this year's Proposed Budget reflects a more optimistic view of the future. Assessed property values and property tax revenues are slowly increasing; the Proposed Budget includes a cost of living adjustment (COLA) for General Service employees of 0.3 percent and a 2.0 percent COLA for the Police and Fire bargaining units. She reported that health insurance premiums will increase, but only by a modest 4.5 percent. Ms. Baragary advised that the City currently has a PERS transition liability of approximately \$3.8 million and staff is exploring the option of issuing debt to pay off the liability. This would allow the City to see a savings in interest paid and would, to some extent, mitigate the effect of expected rate increases in 2017-2018.

Ms. Baragary advised that the Proposed Budget includes an \$800,000 transfer to the Ambulance Fund compared to \$1,150,000 in 2015-2016. She advised that higher transport fee revenue and alternative options for purchasing ambulances will help stabilize the Ambulance Fund in 2016-2017 and beyond.

Ms. Baragary reviewed the three-year General Fund fiscal forecast and advised that throughout the fiscal year, the trending General Fund revenues as well as each Department's capacity to obtain savings will be carefully monitored. Projects being funded through the General Fund and/or other expenditures could be prioritized and adjusted or deferred, as needed. She concluded her presentation by stating that the City has maintained the General Fund's reserve at an amount in excess of the reserve percentage recommended in the City's fund balance policy. Preserving that cushion has served the City well, especially during the recent economic downturn. She advised that the 2016 - 2017 Proposed Budget reflects the City's commitment to balancing the stewardship of public funds with the responsibility of providing public services.

Budget Committee Chair Hill thanked Finance Director Baragary and asked her to pass along the Budget Committee's thanks to her staff for all they do.

Budget Committee Member Lunt asked if the adjustment between year end and actual figures (this year \$1.3 million) will be discussed. Ms. Baragary advised that yes, it will be discussed in the City Manager's Budget Message.

5. PRESENTATION BY COMMUNITY ORGANIZATIONS REQUESTING CITY FUNDING OF SERVICES:

Your Community Mediators: Your Community Mediators (YCM) Board Members Renee Vorm and Beth Karecki both spoke about the organization's programs and how their services assist the City. She pointed out that Executive Director Marlena Bertram was distributing additional material that included additional statistical information relating to the services provided to City of McMinnville residents. Responding to an inquiry from Budget Committee Member Dodge, Ms. Karecki advised that YCM had received \$7,500 from the City of Newberg; \$1,750 from the City of Dayton; and others are considering the amount of money they can pay. So far, no one has declined to contribute.

Executive Director Bertram advised that their request to the City of McMinnville for fiscal year 2016 - 2017 is for 26,885. They have had recent discussions with Police Chief Scales and Finance Director Baragary and feel they can work even more closely with the Police Department to help keep the peace in McMinnville.

Discussion occurred regarding grant funding, contracts for services, and YCM's funding request. Mayor Olson asked City Attorney Koch to explain a contract for services. Mr. Koch advised that there are two different types of service contracts - this would most likely fall into the straight services contract, rather than a professional services contract. The dollar limit for this type of contract is \$10,000 without having to obtain competitive bids.

Budget Committee Chair Hill summarizes Your Community Mediators' request for \$26,886 and reminded the Committee that this was a \$5,000 increase over last year's budgeted amount.

Homeward Bound Pets: Chris Trundy, 8430 SE Youngman Lane, McMinnville and Jay Disbrow, 515 E. Main Street, Yamhill, and Homeward Bound Pets Executive Director Dawn Witt spoke on behalf of Homeward Bound Pets' spay neuter program for cats. Mr. Disbrow advised that he had been authorized by the City of Yamhill to speak on its behalf and he was encouraging the City of McMinnville to continue its support as in past years. He requested that the City honor Homeward Bound Pets' request for \$25,000. Ms. Witt explained that the increased request was because Homeward Bound Pets had been given the opportunity to lease a building at 723 NE Evans Street for \$1.00 per year for 20 years. The donor has offered \$50,000 in matching funds for tenant improvements to turn the space into surgery and exam rooms. Because Homeward Bound Pets needs startup funds to ensure they can continue their own clinic in their own city, they are requesting an allocation of \$25,000.

Following discussion, Budget Committee Chair Hill summarized Homeward Bound Pets' request of \$25,000. He

noted that this amount, if allocated, would constitute an increase of \$21,000 over last year's budgeted amount of \$4,000.

Yamhill County Gospel Rescue Mission: Dave Haugeberg, 13951 NW Willis Road; Mary Stern, 1863 NW Doral Street; and Kaye Sawyer, 573 NE Osborne Court, spoke on behalf of the Yamhill County Gospel Rescue Mission. They spoke about the need for expansion of the rescue mission. The project as planned would accommodate additional shelter, emergency overnight shelter and a men's facility. The School District donated a modular building and the Mission has received a conditional use permit to place the building on a separate piece of property adjacent to the current mission. They will have a separate facility to house men and the expansion will provide emergency shelter for assistance any time of the year, not just during the cold, wet winter months. They spoke about their vision for the Mission. They requested \$50,000, which would assist them in reaching their targeted goal of \$1.4 million.

Following the presentation by the Yamhill County Gospel Rescue Mission representatives, Budget Committee Chair Hill summarized the request of \$50,000 to assist with Phase 1 of the expansion project.

Zero Waste: Ramsey McPhillips, President of Zero Waste, thanked the Budget Committee for the opportunity to present at this meeting. He reminded the Committee that they had authorized a \$5,000 match for Zero Waste last year. With those funds and the matching dollars, Zero Waste was able to complete their project of auditing businesses for their waste. They found that they were able to divert about 40 percent of the trash from the landfill. He advised that the interns from Linfield College did an excellent job. Mr. McPhillips stated that once again, Zero Waste was asking the City for \$5,000 - the same amount as last year.

Budget Committee Chair Hill summarized Zero Waste's request for \$5,000 and advised that there would most likely need to be matching funds - similar to last year.

Newberg - Dundee Bypass: Dave Haugeberg advised that as Chair of the Yamhill County Parkway Committee, he was requesting that the City give an additional \$18,000 (for a total of \$36,000) to support lobbying efforts for Phase 2 of the Bypass. The lobbyists would be focusing both nationally and locally at the state level.

Budget Committee Chair Hill summarized the request from the Yamhill County Parkway Committee for increased funding of \$18,000 - for a total of \$36,000 - to be used for lobbying at the state and national levels.

6. **PRESENTATION OF BUDGET MESSAGE:** City Manager Meeker presented her Budget Message. She opened her presentation and spoke about how the City is coming out of the recession

fiscally strong. She noted that the recession took its toll on core services and this year's Proposed Budget reflected a rebuilding of those services.

Ms. Meeker reviewed the Budget Assumptions and noted that that the Proposed Budget is balanced and within property tax limitations.

Ms. Meeker reviewed employee compensation and stated that General Service employees would see a .3 percent cost-of-living adjustment (COLA) and the Proposed Budget continues the General Service employee salary adjustments. These adjustments will continue to be phased in at 2.5 percent step increases over the next three years. The goal is to bring the General Service employees' salaries up to within five percent of the market comparables. Both Police and Fire unions will see a 2.0 percent COLA increase, per their collective bargaining agreements.

Ms. Meeker spoke about the City's reserve funds. She reminded the Committee that in 2010 the City implemented a three-year fiscal forecasting model. She advised that the forecasting is a gentle art and that the City is dedicated to caution regarding spending and saving taxpayer dollars. Staff has been careful with their assumptions and she advised that they may need to ask for budget adjustments once a quarter rather than once yearly. Discussion occurred regarding how to spend the City's reserves. Ms. Meeker pointed out that the taxpayers do not give the City money so that the City can save it. The 25 percent minimum reserve balance is based on the amount of funding needed from the reserves for the first quarter of the fiscal year before the new tax dollars begin coming in. Committee members expressed their concern regarding spending down the reserves too quickly. It was noted that the City has come out of the recession and could begin its careful rebuilding of core services and staffing.

Ms. Meeker advised that personnel costs, which are the largest single expenditure, represent 71 percent of the General Fund budget. She noted that funding for 2.0 full time equivalent positions (FTE) has been allocated for Parks Maintenance workers and 1.0 FTE for Administration. The addition in Administration will allow for a full-time Human Resources professional and a full-time City Recorder / Legal Assistant. She advised that the current model of Human Resources/City Recorder split represents too much for one individual to accomplish. The new model will also give the City Attorney a half-time legal assistant. The new partnership with the Amity Fire District will allow the City to provide a part-time plus firefighter in Amity. Funds have been budgeted in the Planning Department's budget to allow for contracted assistance for long-range planning and code enforcement. Additionally, hours have been added back to the Library's budget to allow for reinstatement of Saturday morning hours beginning in September.

Ms. Meeker advised that medical insurance premiums continue to rise, although at a much slower rate of 4.5 percent. The General Service employees have gone to a higher deductible with a VEBA account this year. In 2010, the VEBA amounts will be cut to 50 percent of the current year.

Ms. Meeker discussed the budget highlights from each of the departments, which include:

- The Police Department will recapitalize two patrol cars which will keep the Department's patrol fleet below the targeted 100,000 mile usage limit;
- The General Fund subsidy of the Ambulance Fund decreased by \$350,000. The 30 percent reduction reflects increased revenue from a nine percent increased in call volume and savings incurred from the purchase of used, rather than new, equipment. The Proposed Budget also provides for \$60,000 for design work for a remodel of the fire station;
- Parks and Recreation will complete its new NW Neighborhood Park by the summer of 2017. The new park will include Yamhill County's only barrier free playground;
- Public Works - Significant funds from the Transportation Bond measure will be used for both basic street maintenance and for system improvements as laid out in the Master Transportation plan;
- The Wastewater Capital Fund budget reflects both a \$2.125 million rehabilitation of the Cook School Sanitary Sewer system and \$491,950 for engineering of the tertiary filtration system expansion project;
- The Airport will see reconstruction of its main runway in calendar year 2017 with a combination of funds from the Federal Aviation Authority and the state of Oregon.
- To facilitate the Urban Renewal initiative to expand the City's Alpine Street project, the City will loan the Urban Renewal Agency \$163,000 for design and engineering work in 2016. Repayment of the loan will begin in January 2017 and will continue through 2019.

Ms. Meeker reviewed the supplemental information located in the budget document, including several charts depicting revenues, expenditures, and assessed and estimated real market value of property. She advised that challenges ahead include the PERS transitional liability, Police personnel manning, and deferred maintenance.

Ms. Meeker addressed the requests for funding by the community organizations. She advised that they could be capped at the proposed budgeted amounts or funded by the following tradeoffs:

- \$6,000 - reduction of grants to 2014 levels;
- \$8,000 - cancellation Mid-Willamette Valley Council of Government's 2017 dues;
- \$24,000 - delay implementation of the Human Resources and City Recorder / Legal Assistant FTE until October 2016;
- \$50,000 - reduction of reserves which is a .25 percent decrease in reserve fund balances.

Chair Hill thanked Ms. Meeker for her Budget Message. He stated that he saw unique opportunities for the City without dipping too far into the reserves. The City has received requests that are very meaningful that will hopefully continue the City's visioning process.

Mayor Olson advised that he did not see where the additional \$18,000 for the Newberg - Dundee Bypass would be budgeted. He stated that he did not believe the funds should come from the Transportation Fund. Ms. Meeker suggested that the funds could come from the Street Fund or from reserves. She suggested that it could also be offset by a reduction in funding to the McMinnville Economic Development Partnership.

Ms. Meeker noted that the work on the Proposed Budget was a concerted effort from many staff members and she thanked all who participated in the budgeting process. She gave special thanks to Finance Director Marcia Baragary and Senior Accountant Ronda Gretzon, along with the other Finance Department staff members and the Management Team.

Budget Committee Chair Hill closed the public hearing at 8:25 p.m.

6. PUBLIC HEARING - ON POSSIBLE USES OF STATE REVENUE SHARING: Budget Committee Chair Hill opened the public hearing on the possible uses of state revenue sharing at 8:30 p.m. He advised 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 Budget Committee to discuss possible uses of the funds and hold a hearing before the City Council on the proposed uses of funds in relation to the entire budget. He 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 & 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) | 18,700 |
| Total Possible Expenditures | <u>\$325,000</u> |

No public testimony on the proposed uses of state revenue sharing was heard.

Budget Committee Chair Hill closed the public hearing at 8:31 p.m.

7.

REVIEW AND DISCUSSION OF PROPOSED 2016 - 2017 BUDGET: Budget Committee Chair Hill suggested that the Proposed Budget document be reviewed in the same manner as previous years - major section by major section. He pointed out that he had enjoyed the department managers' insights into their respective departments and the reports gave the Budget Committee members a chance to review future challenges and opportunities in each of the departments.

Personnel Services: Budget Committee Chair Hill referenced the tables, in particular, Table 1 which shows that the City has 210.7 FTE, and Table 4 shows 1,324 volunteers. He said that he is always amazed at the number of volunteers who assist in City operations and he believed that those numbers should be celebrated.

Administration - Community Services: Budget Committee Chair referenced the budget for community services and noted that \$30,000 had been budgeted. He recapped the requests as follows:

| | |
|--------------------------|----------|
| 1. Howard Bound Pets | \$25,000 |
| 2. Zero Waste | 5,000 |
| 3. YCM | 26,885 |
| 4. Gospel Rescue Mission | 50,000 |

Councilor Menke suggested that YCM and Homeward Bound Pets be funded at current year levels; Zero Waste at \$5,000 with

a matching funds requirement; and the Yamhill County Gospel Rescue Mission at \$20,000.

Following extensive discussion of the levels of community support the City should budget, Councilor Menke MOVED to budget \$21,000 for Yamhill Community Mediators; \$4,000 for Homeward Bound Pets; Zero Waste for \$5,000 (with required matching funds); and the Yamhill County Gospel Rescue Mission at \$25,000 with the option of reviewing for an additional \$25,000 in October; SECONDED by Councilor Yoder. Motion PASSED unanimously.

Fire Department: Budget Committee Chair Hill referenced the growth of calls and services.

Parks and Recreation: Budget Committee Chair Hill noted that Parks and Recreation is currently showing a 60 percent self-supporting level.

Parks and Recreation Sports: Budget Committee Chair Hill noted that this program is about 75 percent self-supporting.

Parks Maintenance: Budget Committee Chair Hill noted the addition of two Utility Worker positions.

Library: Budget Committee Chair Hill noted the enhancements to the Library Plaza and the addition of Saturday morning hours.

Street Fund: Budget Committee Chair Hill reminded the group of the request to double the funding for the Bypass lobbying efforts - from \$18,000 to \$36,000. Following a brief discussion, Councilor Yoder MOVED to grant the additional \$18,000 for the Bypass with the funding coming from a reduction in the amount budgeted for MEDP; SECONDED by Mayor Olson. Motion PASSED unanimously.

8. BUDGET COMMITTEE RECOMMENDATION TO APPROVE THE 2016 - 2017 BUDGET AS PROPOSED OR AMENDED AND TAX RATE: Budget Committee Chair Hill asked for a motion to approve the Proposed Budget as amended and to approve the permanent tax rate of \$5.02 and the debt service property tax levy of \$2,715,000.

Budget Committee Member Mead MOVED to approve the budget for the 2016 - 2017 fiscal year in the amount of \$108,633,872 with the following amendments: \$21,000 for Yamhill Community Mediators; \$4,000 for Homeward Bound Pets; Zero Waste for \$5,000 (with required matching funds); and the Yamhill County Gospel Rescue Mission at \$25,000 with the option of reviewing in October for an additional \$25,000; and \$18,000 for the Newberg - Dundee Bypass with the funding coming from a reduction in the amount budgeted for MEDP; SECONDED by Budget Committee Member Dodge.

Budget Committee Chair Hill stated that it had been MOVED by Budget Committee Member Mead and SECONDED by Budget Committee Member Dodge that the Budget Committee of the City of McMinnville has reviewed and hereby approved the budget for the 2016 - 2017 fiscal year in the amount of \$108,633,872; with the following amendments: \$21,000 for Yamhill Community Mediators; \$4,000 for Homeward Bound Pets; Zero Waste for \$5,000 (with required matching funds); and the Yamhill County Gospel Rescue Mission at \$25,000 with the option of reviewing in October for an additional \$25,000; and \$18,000 for the Newberg - Dundee Bypass with the funding coming from a reduction in the amount budgeted for MEDP. The Committee also approved taxes for the 2016 - 2017 fiscal year, at the rate of \$5.02 per \$1,000 of assessed value for operating purposes and \$2,715,000 for the general obligation bond levy in the Debt Service Fund for principal and interest. Motion PASSED unanimously.

9. ADJOURNMENT: Budget Committee Chair Hill adjourned the Budget Committee Meeting at 9:45 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 08/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 59: Approving a three-year agreement with Day Wireless for maintenance on the Public Safety Radio System

BACKGROUND:

Attachments

Day Wireless Memorandum
Day Wireless Resolution
Day Wireless Contract



McMinnville

Police Department

Matt Scales, Chief of Police • 121 SW Adams St. • McMinnville, Oregon 97128-4997 • (503)434-7307 • Fax (503)434-2335

To: Martha Meeker, City Manager

From: Matt Scales, Chief of Police

Date: August 16, 2016

Subject: City of McMinnville Public Safety Radio System
AGREEMENT FOR INFRASTRUCTURE MAINTENANCE

In October of 2013, the City Council awarded a contract to Day Wireless Systems, for the maintenance of the City's public safety radio system in the amount of \$35,010.00 annually. Day Wireless Systems bid was a 3 year maintenance agreement which included regular maintenance and monitoring of the 3 simulcast sites (High Heaven, Fire, and Mountain Top) and the regular maintenance of 7 additional stand-alone radio repeaters used by Linfield College, the McMinnville School District, Public Works, and Police and Fire for backup communications. Additionally, the agreement provides for all subscriber radios (250) to undergo an annual preventative maintenance check to ensure the proper functioning of the portable and mobile radios.

Pursuant to ORS 279B.075, the City may award a contract for services without competition if the City determines in writing that the services are available from only one source. In April 2016, the City received written communications from Motorola Solutions and Day Wireless Systems verifying that Day Wireless is still "the only Motorola Premier Service Partner in Oregon authorized to perform warranty and repair services on a Motorola Simulcast radio system."

The efficient utilization of the existing Motorola public safety radio system requires acquiring maintenance services from a Motorola authorized service provided, and Day Wireless Systems is the only Motorola-authorized service provider in Oregon.

On September 30, 2016 the 3 year contract will expire. Day Wireless Systems has offered to continue providing maintenance service to the City of McMinnville's public safety radio system for three additional years with no change to the terms or cost of the contract.

It should be noted that during the previous four years Day Wireless Systems has performed maintenance on the McMinnville public safety radio system they have been great partners. Their

staff and technicians have been responsive to issues that have arisen, and completed repairs thoroughly with little to no wait time.

Recommendation:

Staff again recommends Day Wireless Systems be awarded the 3 year contract for maintenance on the McMinnville public safety radio system.

RESOLUTION NO. 2016 – 59

A Resolution awarding the sole source contract for the regular maintenance of the City of McMinnville Public Safety Radio System

RECITALS:

In March 2012, the City Council awarded a contract to Motorola Solutions for the purchase and installation of a new public safety radio system. The installation of the Motorola three channel, three repeater, simulcast radio system was done by Day Wireless Systems (authorized Motorola Representative) and completed in September 2012.

In 2013, near the end of the one-year warranty period, the City sought quotes from Motorola Solutions and Day Wireless Systems for maintenance of the system. It was determined at that time that Day Wireless was the only provider of radio maintenance work in the McMinnville Area. By Resolution 2013-26, a three-year maintenance contract was awarded to Day Wireless Systems for the period October 1, 2013 to September 30, 2016.

Pursuant to ORS 279B.075, the City may award a contract for services without competition if the City determines in writing that the services are available from only one source. In April 2016, the City received written communications from Motorola Solutions and Day Wireless Systems verifying that Day Wireless Systems is still “the only Motorola Premier Service Partner in Oregon authorized to perform warranty and repair services on a Motorola Simulcast radio system.”

The efficient utilization of the existing Motorola public safety radio system requires acquiring maintenance services from a Motorola-authorized service provider, and Day Wireless Systems is the only Motorola-authorized service provider in Oregon. Day Wireless Systems has offered to continue providing maintenance services to the City for an additional three-year period with no cost increase over the current contract price.

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

1. That entry into a 3 year Maintenance Contract with Day Wireless Systems for the maintenance of the City’s Public Safety Radio System in the amount of \$35,010.00 annually, is hereby approved.
2. The City Manager is authorized and director to execute the contract with Day Wireless Systems.
3. This Resolution will take effect immediately upon passage

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of August 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of August 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



McMinnville Police Department
121 SW Adams St.
McMinnville, OR 97128

4/4/2016

Chief Scales,

Day Management Corp dba Day Wireless Systems is the only Motorola Premier Service Partner in Oregon authorized to perform warranty and repair services on a Motorola Simulcast radio system.

These are the approved locations:

| Service Partner Type | Company Name | Address 1 | City | State | Zipcode |
|----------------------|---------------------|---------------------------|------------|-------|---------|
| PSP | Day Management Corp | 234 NW 14th | Portland | OR | 97209 |
| PSP | Day Management Corp | 4350 Old Melrose Rd | Roseburg | OR | 97471 |
| PSP | Day Management Corp | 63710 Paramount Dr | Bend | OR | 97701 |
| PSP | Day Management Corp | 31895 Old Hwy 34 | Tangent | OR | 97389 |
| PSP | Day Management Corp | 3669 Aviation Way | Medford | OR | 97504 |
| PSP | Day Management Corp | 2240 Judson SE | Salem | OR | 97302 |
| PSP | Day Management Corp | 940 S W 10th Street | Newport | OR | 97365 |
| PSP | Day Management Corp | 29960 N. Ellensburg, Suit | Gold Beach | OR | 97444 |

If you would like confirmation of service status, please contact the Motorola Services Partner Manager below:

Sean O'Neal
Services Partner Manager – Western Region
Motorola Solutions, Inc.
480-748-1555

Regards,

Rob Russell
Operations Manager
Day Wireless Systems
541 829-1628



MOTOROLA SOLUTIONS

April 4, 2016

Day Wireless Systems
PO Box 22169
Milwaukee, OR 97269

To Whom It May Concern:

This letter represents that Day Wireless Systems currently may use the following Motorola subcontractor service status designations while acting as a subcontractor to Motorola on a service contract:

Motorola Service Elite Specialist

As a Motorola Service Elite Specialist Day Wireless Systems may, while acting as a Motorola subcontractor, perform maintenance, installation and warranty services for select Motorola products such as two-way radio systems, consoles, and subscriber units. Day Wireless Systems has authorized service locations in:

| | | | |
|--------------------|------------------------|----------------------|------------------------|
| Portland, Oregon | Newport, Oregon | Everett, Washington | Seatac, Washington |
| Roseburg, Oregon | Gold Beach, Oregon | Chico, California | Pasco, California |
| Bend, Oregon | Vancouver, Washington | Benicia, California | Moses Lake, Washington |
| Salem, Oregon | Burlington, Washington | Aberdeen, Washington | Wenatchee, Washington |
| Yakima, Washington | Longview, Washington | Lacey, Washington | Spokane, Washington |

Being a Motorola Service Elite Specialist means that Day Wireless Systems meets Motorola's high level of service requirements including accreditation as a Certified Service Center by an industry recognized institution, and compliance with Motorola's internal Environmental Health and Safety policy. In addition, Motorola requires that a minimum number of a Service Partner's technicians achieve certification and meet rigorous training requirements necessary to perform certain services on both new and existing Motorola radio systems and subscribers.

Day Wireless Systems is also authorized to perform warranty repair services at the locations listed above. As such, Day Wireless Systems can, while acting as a Motorola subcontractor, perform warranty services for only those two-way radio products it is authorized by Motorola to resell.

Please note that the Motorola Service Elite Specialist designation expires on 12/31/2016 at which time it will be reviewed by Motorola.

Also please note that this designation is internal to Motorola and is only intended for use by Motorola to differentiate between its service subcontractors. The designation applies only when Motorola Service Elite Specialists are performing work under the direct supervision of Motorola as a subcontractor with access to Motorola technical support, and Motorola makes no representations about and accepts no responsibility for the ability or performance of such Service Elite Specialists when these entities are acting independently. This designation does not prohibit any Service Elite Specialist from offering independent services to a customer.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

Kimberly Gremo
Service Partner Program
Email: kimberlygremo@motorolasolutions.com



MAINTENANCE AGREEMENT

www.daywireless.com

| | | |
|-------------------------------------|--|--|
| FCC LICENSEE City of McMinnville | | |
| 230 E. Second St. | | |
| McMinnville, OR 97128 | | |
| | | |
| | | |
| | | |

| Company Number | | |
|--|-----------------------------|--------------------------------|
| <input checked="" type="checkbox"/> 03 | <input type="checkbox"/> 13 | <input type="checkbox"/> 18 |
| <input type="checkbox"/> 04 | <input type="checkbox"/> 15 | <input type="checkbox"/> 20 |
| <input type="checkbox"/> 11 | <input type="checkbox"/> 16 | <input type="checkbox"/> _____ |
| CUSTOMER NO. 2221 | | SHOP NO. 0320 |
| AGREEMENT DATE | | CONTRACT NO. |
| DATE MAINTENANCE BEGINS 10/01/16 | | TAX |
| DATE MAINTENANCE ENDS 09/30/19 | | STATE OR |
| NEGOTIATED BY Jeff Springer | | COUNTY CODE |

| | | | | |
|---|------------------------------------|-------------------------------------|---------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> NEW | <input type="checkbox"/> SUPERSEDE | <input type="checkbox"/> ADD/UPDATE | <input type="checkbox"/> DELETE | <input type="checkbox"/> CANCEL |
|---|------------------------------------|-------------------------------------|---------------------------------|---------------------------------|

| | | | | |
|----------------|----------------------------------|------------------------------------|--------------------------------------|---------------------------------|
| BILLING PERIOD | <input type="checkbox"/> MONTHLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> SEMI ANNUAL | <input type="checkbox"/> ANNUAL |
|----------------|----------------------------------|------------------------------------|--------------------------------------|---------------------------------|

| NO. UNITS | DESCRIPTION | TYPE | PLACE OF SERVICE | MONTHLY FEES | |
|--------------|--|------|------------------|--------------|-----------|
| | | | | PER UNIT | TOTAL |
| | SIMULCAST SITE INFRASTRUCTURE | | | | |
| 3 | Simulcast Sites (High Heaven, Fire, Mtn Top West) | 8/5 | Cust Location | \$370.00 | \$1110.00 |
| | Includes The Following Equipment | | | | |
| | 9 Motorola GTR8000 | | | | |
| | 12 MLC8000 | | | | |
| | 3 Trak | | | | |
| | 3 Switches | | | | |
| | 4 RAD Rici | | | | |
| | | | | | |
| | Maintenance agreement includes regular and preventive service of 3 channel simulcast system, including remote monitoring via internet connection, and annual optimization. | | | | |
| | Antenna systems are not included. | | | | |
| | | | | | |
| | STANDALONE REPEATER INFRASTRUCTURE | | | | |
| 7 | TB8100 Repeater | 8/5 | Cust Location | \$42.50 | \$297.50 |
| | (Linfield, 3 School District, Public Works, EOC Command, Tac 1) | | | | |
| | | | | | |
| | Maintenance agreement includes regular and preventive maintenance. | | | | |
| | Antenna systems are not included. | | | | |

| | | | | | |
|-----|--|------|----------------------|----------|------------------|
| | SUBSCRIBER UNITS | | | | |
| | <i>City Owned Units</i> | | | | |
| 150 | Portable / Mobile Units per inventory list | 8/5 | Cust Loc/ DWS | \$8.40 | \$1260.00 |
| | (option: Portables/Mobiles without annual pm would be \$6 per unit) | | | | |
| | | | | | |
| | Maintenance agreement includes regular maintenance and one annual preventive maintenance check. | | | | |
| | Batteries, antennas, chargers, and accessories are not included. | | | | |
| | | | | | |
| | <i>McMinnville School District</i> | | | | |
| 20 | Motorola XPR3500 Annual PM | 8/5 | DWS | \$2.50 | \$50.00 |
| 57 | Kenwood TK385 Annual PM | 8/5 | DWS | \$2.50 | \$142.50 |
| 11 | Kenwood TK3180 Annual PM | 8/5 | DWS | \$2.50 | \$27.50 |
| | (option: Annual PM with regular maintenance would be \$6 per unit) | | | | |
| | Day Wireless to schedule pick up of radios for pm at the end of school year and perform pm over the summer and return radios prior to start of school. | | | | |
| | | | | | |
| | <i>Linfield College</i> | | | | |
| 12 | Tait 8100 Annual PM | 8/5 | DWS | \$2.50 | \$30.00 |
| | (option: Annual PM with regular maintenance would be \$8.40 per unit) | | | | |
| | Day Wireless to schedule pick up of radios for pm at the end of school year and perform pm over the summer and return radios prior to start of school. | | | | |
| | | | | | |
| | MAINTENANCE REPORTING | | | | |
| | Monthly – DWS to provide a copy of job tickets created for service of City of McMinnville radios and system. | | | | |
| | Quarterly – DWS to provide a summary report of service performed and recommendations for system improvement. | | | | |
| | Annual – DWS to provide pm forms completed and summary report of issues related to systems and subscriber radios. | | | | |
| | | | | | |
| | CONTRACTED LABOR RATES | | | | |
| | Above Contract 8/5 Hourly Labor Rate (\$110 Standard) | 8/5 | Cust Loc/DWS | \$90.00 | |
| | Above Contract After Hours Hourly Labor Rate (\$165 Standard) | 24/7 | Cust Loc/DWS | \$135.00 | |
| | Mobile Two Way Radio Installation – each (\$250 Standard) | 8/5 | Cust Loc/DWS | \$150.00 | |
| | Mobile Two Way Radio Removal - each (\$75 Standard) | 8/5 | Cust Loc/DWS | \$50.00 | |
| | Subscriber Unit Programming – each (\$100 Standard) | 8/5 | Cust Loc/DWS | \$75.00 | |
| | Equipment and Materials Above Contract 20% Discount | | | | |
| | | | Monthly Total | | \$2917.50 |

THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE THIRD PAGE

| CLIENT | | DAY WIRELESS SYSTEMS | |
|----------------------------|--|----------------------------|--|
| FCC LICENSEE | | DATE | |
| WITNESS | | WITNESS | |
| <hr/> AUTHORIZED SIGNATURE | | <hr/> AUTHORIZED SIGNATURE | |

DAY WIRELESS SYSTEMS

MAINTENANCE AGREEMENT

TERMS & CONDITIONS

1. **DEFINITIONS.** "DWS" shall mean Day Wireless Systems. "Licensee" shall mean and apply to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.

2. **PERFORMANCE OF MAINTENANCE.** DWS agrees to provide maintenance (as defined below) for the Licensee of the equipment described on the previous page of this agreement beginning and ending on the dates indicated in consideration of Licensee's payment of the monthly maintenance charges. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage.

3. **MAINTENANCE STANDARDS.**

a. The equipment will be maintained by DWS in accordance with these standards: (I) Motorola parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required. Maintenance service does not insure uninterrupted operation of the equipment.

b. EXCEPT FOR THE FOREGOING, DWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **TIME AND PLACE OF MAINTENANCE WORK.** Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light, and power at the locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the previous page of this agreement.

5. **EXCLUSIONS.**

a. This agreement does not include maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described on the previous page of this agreement, such maintenance may be furnished upon request at mileage, materials, and labor rates prevailing at the time of each call.

b. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject.

6. **PAYMENT.**

a. DWS shall invoice Licensee on a monthly, quarterly, semi annual or annual basis for all amounts due under this agreement. Licensee agrees that payment shall be made in thirty (30) days after the date of the invoice.

b. Each invoice shall be due and payable whether or not the equipment is operating, and DWS may terminate this agreement by giving Licensee ten (30) days notice by certified mail if the Licensee defaults in its payment to DWS.

7. **FCC RECORDS.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, DWS will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.

8. **INTERRUPTION OF SERVICE.** The Licensee shall notify DWS in the event of the failure or malfunction of the unit. If DWS fails to repair the unit within a reasonable time, the Licensee shall notify the Headquarters Office in writing. After said notice from the Licensee to the Headquarters Office, DWS shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of DWS.

9. **FORCE MAJEURE.** DWS shall not be responsible for any damages, delay in performance or failure to perform under this Agreement if such damage, delay in performance, or failure to perform is caused by any acts or omissions of Licensee, fire, strike, or other labor disputes, embargo, government regulations or requirements (legislative, judicial, military or otherwise), power failure, electrical power surges or current fluctuations, lightning strike, flood war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures or other causes beyond its reasonable control, whether or not similar to the foregoing.

10. **AUTOMATIC RENEWAL.** After the "Date Maintenance Ends" indicated on the previous page of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either DWS or the Licensee may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.

11. **WAIVER.** Failure or delay on the part of DWS to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

12. **PRIOR NEGOTIATIONS.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

13. **AMENDMENT.** No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of DWS and an authorized agent of the Licensee.

14. **CONTROLLING LAW.** The parties agree that the terms of this Agreement shall be interpreted in accordance with the laws of the state of California. Licensee agrees that venue of any action to enforce this Agreement shall be in Solano County, California.

15. **WAIVER OF BREACH.** The waiver by DWS of any term under this Agreement is not a waiver of any other term or the waiver of the same term at any other time.

16. **NOTICES.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by certified first class mail, postage prepaid, to the Licensee's address on the face of this Agreement and to DWS at 4700 SE International Way, Milwaukie, OR 97222.

17. **ATTORNEYS' FEES.** In the event DWS retains an attorney to compel compliance with the terms of this Agreement, DWS shall be entitled to recovery attorneys' fees, collection costs incurred, and any other associated fees and charges.

18. **SEVERABILITY.** If any portion of this Agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Licensee and DWS. This Agreement may be amended only by written instrument executed by both parties.

20. **LIMITATION OF LIABILITY.** In no event shall DWS be responsible to the Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. DWS's liability to the Licensee, if any, shall in no event exceed the total amount paid hereunder to DWS by the Licensee.

21. **Cancellation Of Contract.** Either party may cancel contract with 30 days written notice.



CUSTOMER INITIAL

DATE



Mobile Radio Preventive Maintenance Form

| | | |
|--|----------------|---------------------------|
| Customer | | |
| Radio Model/Serial Number | | |
| Vehicle Number | | |
| Description | Reading | Pass / Fail / Note |
| Visual Inspection Radio | N/A | |
| Visual Inspection Of Microphone | N/A | |
| Visual Inspection Of External Speaker | N/A | |
| Visual Inspection Of Antenna | N/A | |
| Visual Inspection Of Coax Connection | N/A | |
| Visual Inspection Of DC Power Connection | N/A | |
| Forward Power | Watts | |
| Reflective Power | Watts | |
| Receiver Sensitivity | Db | |
| Frequency Deviation | N/A | |
| Transmit Power | Watts | |



Portable Radio Preventive Maintenance Form

| | | |
|---|----------------|---------------------------|
| Customer | | |
| Radio Model/Serial Number | | |
| Description | Reading | Pass / Fail / Note |
| Visual Inspection Radio | N/A | |
| Visual Inspection Of Speaker Microphone | N/A | |
| Visual Inspection Of Antenna | N/A | |
| Visual Inspection Of Battery | N/A | |
| Receiver Sensitivity | Db | |
| Frequency Deviation | N/A | |
| Transmit Power | Watts | |



Site Infrastructure Optimization Form

| | | |
|-------------------------------------|----------------|---------------------------|
| Customer | | |
| Site Name | | |
| Site ID | | |
| Description | Reading | Pass / Fail / Note |
| Visual Inspection Of Site Hardware | N/A | |
| Visual Inspection of Antenna System | N/A | |
| Power Output From Station | Watts | |
| Power Output From Combiner | Watts | |
| Frequency Deviation | N/A | |
| Receiver Sensitivity | Db | |
| Antenna Sweep | N/A | |
| System Audio Level Transmit | dBm | |
| System Audio Level Receive | dBm | |
| Latency Between Sites | Ms | |



City Council- Regular

Meeting Date: 08/23/2016

Subject: Hill Road project design services
task order #1

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 60: A Resolution approving Task Order No.1 to the Personal Services Contract for the final design of the NW Hill Road transportation bond measure project.

BACKGROUND:

On November 10, 2015, the City Council adopted Resolution 2015-55, awarding the Personal Services Contract for preliminary design services for the NW Hill Road Project to CH2M Hill Engineers in the amount of \$372,519.00.

The attached Task Order No.1 amends the Personal Services Contract to include additional work necessary to complete the final design of the project. The estimated cost for this work is \$739,800.00.

RECOMMENDATION:

Staff recommends that the City Council adapt the attached resolution approving Task Order No.1 to the Personal Services Contract for the design of the NW Hill Road project.

Attachments

CH2M Task Order Resolution
TASK ORDER NO. 1

RESOLUTION NO. 2016 – 60

A Resolution approving Task Order No.1 to the Personal Services Contract for the final design of the NW Hill Road transportation bond measure project.

RECITALS:

On November 10, 2015, the City Council adopted Resolution 2015-55, awarding the Personal Services Contract for preliminary design services for the NW Hill Road Project to CH2M Hill Engineers in the amount of \$372,519.00.

The attached Task Order No.1 amends the Personal Services Contract to include additional work necessary to complete the final design of the project. The estimated cost for this work is \$739,800.00.

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

1. That Task Order No. 1 to the Personal Services Contract between the City of McMinnville and CH2M Hill Engineers, in the amount of \$739,800.00, is hereby approved.
2. The City Manager is hereby authorized to execute Task Order No. 1.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 23rd day of August 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of August 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

TASK ORDER NO. 1
to the
PERSONAL SERVICES CONTRACT
with
CH2M Hill Engineers, Inc.

This Task Order No. 1 amends the personal services contract, dated December 3, 2015, between the City of McMinnville (City) and CH2M Engineers, Inc. (Contractor) for engineering design and construction services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide additional work necessary to complete the final project design for the NW Hill Road Project as outlined in the attached proposal dated August 10, 2016. The cost for these services is estimated to be \$739,800.00.

2. EFFECTIVE DATE

This Task Order No. 1 is effective on the date at which it is fully executed. The contract time is extended to June 30, 2017.

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. 1, with a total sum not to exceed \$739,800.00.

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, Project # 2015-16

NW Hill Road

Final Design Statement of Work

August 10, 2016

The City of McMinnville issued notice to proceed December 3, 2015 to CH2M HILL (CH2M) to provide preliminary engineering services for the NW Hill Road project from NW 2nd Street to NW Baker Creek Road. This Statement of Work adds additional scope for final design.

The project scope includes providing wider travel lanes, turn lanes, bike lanes, sidewalks, landscaping and improved roadway geometry including the realignment of the existing s-curves at Fox Ridge Road. Intersection improvements at NW Baker Creek Road and NW Wallace Road will include design of roundabouts. All other intersections will remain as stop controlled intersections as currently defined.

Construction engineering services will be performed under a separate scope of services.

Task 11: Final Design Project Management

This task includes the work necessary to manage the consultant team's work efforts, communicate with the City, administer the consulting contract, monitor progress, and direct quality control activities during the Final Design phase of this contract. It is assumed that these activities will continue for ten (10) months.

Task 11.1 Project Instructions/Team Leadership

CH2M will prepare updated Project Instructions for the project team describing the issues and work tasks involved in the design of this project. The design team will use these instructions as a guide for project tasks, budgets, and schedule. Maintaining files, preparing correspondence, preparing submittals, and providing guidance to the team are all part of coordinating and managing the design team.

Task 11.2 Contract Administration/Client Communication

CH2M will coordinate and manage project development with the City. We will prepare monthly progress reports, cost summaries and billings for the project. Coordination meetings will be held with City staff as requested to ensure that the project design and team are meeting the requirements of the City. We assume that one CH2M management member will attend up to three (3) meetings.

Deliverables: Project Instructions and monthly progress reports and invoices.

Task 12: Public Involvement/Information

Task 12.1 Property Owner meetings

CH2M will be available to attend meetings with property owners, developers, agencies, or other identified stakeholders throughout the course of the project. These will be attended at the request of the City's project manager. For the purposes of this scope, it is assumed that one person will attend six (6) meetings (at 4 hours each), and there will be no special preparation of materials. CH2M will prepare a brief meeting summary for each meeting.

Deliverables: Brief stakeholder meeting summaries.

Task 12.2 Council Meeting

This subtask allocates time for up to two project team members to attend one City Council meeting. Eight hours of preparation time for graphics and/or text is included.

Deliverables: Meeting graphics

Task 12.3 Public Meeting

One public meeting is anticipated during this phase of the project, as the project reaches the 90% design milestone. Purpose of the meeting will be to provide updates on the design, including construction staging and schedule. CH2M will develop the agenda, display materials and handouts (to be reviewed and approved by the City). Up to four consultant staff will be present.

The City will coordinate all meeting notices and arrange for the meeting facilities.

Deliverables: Meeting graphics.

Task 12.4 Website Content

The City has established a web site for the bond improvement projects. CH2M will coordinate with the web host and provide content for the Hill Road web page including updates to the schedule and FAQ. Content will be reviewed and updated monthly or as needed to notice public meetings. Draft web content will be provided to the City for one round of review and revisions before posting. Public graphics prepared in other tasks will be provided in a format suitable for posting.

Deliverables: Web content as defined above.

Task 13: Topographic and Boundary Survey

The land surveying services outlined in this task will be provided by the Bluedot Group, as a subconsultant to CH2M. Title reports will be purchased by CH2M.

Task 13.1 Supplemental Topographic Surveying

Topographic mapping was collected in the preliminary design phase of this project. This subtask allocates time to provide supplemental information to support the final design of the project. 40 hours of crew time are allocated to this task, along with office time to reduce, review and produce deliverables.

Deliverables: Topographic mapping data added to the CAD base map files, along with an updated surface

Task 13.2 Legal Descriptions

Calculate and write legal descriptions for up to 14 properties for the acquisition of right-of-way and easements. Add calculated areas being purchased to the right-of-way map. Each description will be dated and stamped by a land surveyor licensed in the State of Oregon. Exhibits will be prepared on 8 1/2" x 11" paper showing area of dedication and easement requirements with centerline station reference. Description for the properties will reference the last recorded deed by type of deed, owners name, book and page and date recorded. Descriptions will be provided in hard copy form and on disk in Microsoft Word format and PDF for sketches.

Coordination with project right-of-way staff on right-of-way file numbers and acquiring title reports for 14 properties is included.

Deliverables: Up to 28 descriptions for right-of-way acquisition and easements on up to 14 properties with one 8 1/2" x 11" sketch for each effected property.

Task 13.3 Right-of-Way Staking

Provide staking for existing and proposed right-of-way and any easements on properties that a description is provided. Staking is to be done so that stakes are intervisible. Stakes will be placed at breaks in acquisition areas and for small areas, at least two stakes will be set to define the acquisition areas.

Deliverables: Acquisition areas staked for each property

Task 13.4 Pre-Construction Control, Recovery and Replacement Survey

Prepare and file with Yamhill County a Pre-Construction Control, Recovery and Retracement Survey. Limits of the survey will include Hill Rd between 2nd Street and Baker Creek Road. Survey filing fees are included in this effort.

Deliverables: Record of Survey filed with Yamhill County

Task 14: Utility Coordination

CH2M conducted initial utility coordination and conflict identification in the previous phase of the project. This task advances the conflict identification and coordinates relocation activities with the utilities.

CH2M will coordinate the efforts of the utility companies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design. Coordination activities will also include discussions with utilities regarding the potential for installation of new utilities within the project corridor. CH2M will complete the following:

- For each utility found in conflict with the proposed design, issue a letter (Notice of Utility Conflict) to the utility company informing them of the conflict and the need to relocate/adjust the utility facility. This letter will also prompt utilities to evaluate installation of new facilities prior to the road construction.
- Prepare and send to each utility company with conflicting facilities, a formal "Relocation Time Requirements" letter with a copy to the City.
- Prepare for and facilitate up to four utility coordination meetings. The purpose of the meetings are to review the design and address known or unknown utility conflict as well as plans for new utilities. CH2M will coordinate a time that is

acceptable to all invitees. CH2M will prepare and distribute a meeting summary (including action items and record of any decisions) of the meetings. CH2M will prepare roll maps to display the design.

Assumptions:

- Potholing to verify the location of underground utilities will be the responsibility of the utility owner.

Deliverables: Notice of Utility Conflict letters, Relocation Time Requirements letters, meeting summaries.

Task 15: Environmental Services

Task 15.1 Remove/Fill Permit

CH2M will attend a pre-submittal meeting with U.S. Army Corps of Engineers/Oregon Department of State Lands (COE/DSL) staff and prepare a Joint Permit Application for Wetland Removal/Fill and submit to the COE and DSL for impacts to wetland and waters as a result of proposed project activities. The application information must include: project purpose and need, project description and drawings, alternatives analysis, measures to minimize impacts, a list of adjoining property owners, and a list of other approvals required for the project.

Assumptions:

- City will pursue purchase of wetland mitigation credits in lieu of developing a mitigation plan.
- Wetland delineation report prepared during preliminary design phase of the project will not require revisions.
- City will be responsible for all application fees and mitigation costs.

Deliverables: Draft and Final Joint Wetland Removal/Fill Permit application

Task 15.2 Level 2 Preliminary Site Investigation

This task includes preparation of a Level 2 Preliminary Site Investigation, as recommended in the Level 1 Hazardous Materials Corridor Study (HMCS) report. The study found that:

- Due to the historical agricultural use of land in this area there is a potential for soil along the proposed alignment to have elevated concentrations of arsenical rodenticides and/or pesticides in the soil. Should this soil need to be excavated and disposed of offsite, sampling for arsenic and pesticides should be conducted for proper waste stream identification.

To address the findings and recommendations, CH2M will:

Task 15.2.1 Work Plan Preparation

CH2M shall prepare a draft work plan that describes the proposed surface and subsurface sampling for a Level 2 Preliminary Site Investigation (PSI). CH2M shall conduct the work for this Level 2 Preliminary Site Investigation according to generally

accepted environmental procedures as outlined in the “Hazardous Waste Guide for Project Development” (1990) by the American Association of State Highway and Transportation Officials (AASHTO) and the American Society for Testing and Materials (ASTM) “Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM E1903-00). The work plan should address potential contamination identified in the HMCS that could impact property acquisition and proposed excavation during construction. The work plan should include approximately 12 composite (surface to approximately 2 feet below ground surface (bgs) soil samples to be submitted for laboratory analysis. CH2M HILL shall submit the draft Work Plan to the City for review and comments. CH2M shall incorporate City's comments into the Work Plan. CH2M shall not start Work proposed in the work plan until receiving written authorization from the City's project manager.

Deliverables:

- Draft work plan.
- Final Work Plan, after receiving comments from the City.

Task 15.2.2 Soil Sampling

CH2M shall select the most efficient equipment capable of completing the soil sampling based on site conditions. Hand augers, or other handheld equipment shall be used, if ground conditions allow, minimizing ground disturbance and the generation of investigation derived waste (IDW). Complete all sampling activities within three (3) weeks of completing the final Work Plan. Site characterization activities shall include the following:

- Collect up to twelve (12) composite soil samples along the current road right of way where use of agricultural chemicals could have impacted surface soils. Samples will be submitted for laboratory analysis. Submit the samples to a certified lab, on behalf of the City, for the analyses agreed upon in the Work Plan.
- Describe the color, soil texture, moisture content, and grain size of the soil encountered using methods described in ASTM D 2488-93.
- Field screen soil samples for total volatile organic compounds using a photo-ionization detector (PID) and for petroleum using the sheen method.

CH2M shall submit all samples directly to the certified lab on behalf of the City and shall request a standard 7-day turn-around time. Lab shall bill CH2M directly for all laboratory costs. CH2M shall be responsible for shipping samples under chain-of-custody procedures, such that they arrive at the laboratory undamaged and cooled to 4 degrees centigrade. CH2M shall pay all shipping costs.

Deliverable:

- Field notes, including logs, sample chain of custodies, and field screening results, after completing sampling activities.

Task 15.2.3 Level 2 Preliminary Site Investigation Report

Following receipt of laboratory analytical results, CH2M shall evaluate and tabulate the data. CH2M shall include the data in a draft Level 2 Preliminary Site Investigation (PSI) report. The report shall include all field observations, sampling locations, analytical results, and interpretations of such data. The report shall also include conclusions and recommendations regarding cleanup options and cost estimates to comply with DEQ

cleanup regulations, as well as material management options. CH2M shall submit the draft report to the City for review and comments and shall incorporate the City's comments into a final report.

Deliverables:

- Draft PSI report after receiving final laboratory analytical results from NCA.
- Final PSI report after receiving comments from the City.

Task 15.3 State and Federal Cultural Resources Historic Property Evaluation

CH2M prepared a Level I cultural resources investigation in the preliminary design phase of the project. The investigation revealed the presence of one property (11105 Baker Creek Road) eligible for listing in the National Register of Historic Places (NRHP), from which the project will require the acquisition of a small portion of the land. This scope of work addresses the need to analyze the project for possible adverse effects to the historic property. CH2M staff meeting the Secretary of the Interior's professional standards will augment the existing cultural resources technical memo to meet the reporting standards outlined by the Oregon State Historic Preservation Office. To meet the standards, the report will address compliance with federal legislation, specifically Section 106 of the National Historic Preservation Act. The report will also address compliance with state regulations, including Oregon Revised Statutes (ORS) 358.905-358.961 regarding impacts to archeological resources and ORS 358.653 regarding impacts to built environment resources. The report will include photographic documentation of the historic property and a project finding of effect. CH2M will provide the City with a draft copy of the report and letters of transmittal to the USACE and SHPO. CH2M will address any City comments in a final report prepared for submittal to USACE and SHPO.

Assumptions:

- No update to the historic property inventory form for 11105 Baker Creek Road will be needed.
- Only one historic property will be evaluated for project effects
- The project finding will be No Adverse Effect/No Historic Properties Affected.
- 8 hours of staff time have been budgeted to respond to USACE or SHPO comments
- No tribal consultation will be done

Deliverables:

- *Draft and Final Report*
- *Hard Copy Final Report*
- *A compact disc containing PDF and word document versions of the final report as well as edited GIS files (*.shp, *.shx, and *.dbf), and digital images of each photograph per SHPO requirements.*
- *Draft and final letters of transmittal to the USACE and SHPO*

Task 16: Stormwater Management and Design

16.1 60% Submittal

16.1.1 Drainage and Water Quality Plans, and Cost Estimates

CH2M will prepare drainage plans, profiles and construction cost estimates at the 60% level. CH2M will respond to review comments and participate in the 60% plans review meeting.

16.1.2 Erosion Control Plans, and Cost Estimates

CH2M will prepare erosion control plans, and construction cost estimates at the 60% level, in accordance with the ODOT's standards. CH2M will respond to review comments and participate in the 60% review meeting.

16.1.3 Stormwater Management Plan

CH2M will prepare a draft Stormwater Management Plan and Report at the 60% level. The report will include regulatory requirements, spread calculations, conveyance calculations, and water quality calculations. CH2M will respond to review comments and participate in the 60% review meeting.

Deliverables: Drainage, stormwater management and erosion control plans and cost estimate. Draft Stormwater Management Plan and Report with Appendices.

Assumption: The Project will be covered under City and ODOT's 1200-CA and City's Erosion Control Permit.

16.2 90% (Advance Plans) Submittal

16.2.1 Drainage and Stormwater Management Plans, Special Provisions and Cost Estimates

CH2M will prepare drainage plans, profiles, technical special provisions and construction cost estimates at the 90% level. CH2M will respond to review comments and participate in the 90% plans review meeting.

16.2.2 Erosion Control Plans, Special Provisions and Cost Estimates

CH2M will prepare erosion control plans, technical special provisions and construction cost estimates at the 90% level. CH2M will respond to review comments and participate in the 90% plans review meeting.

16.2.3 Stormwater Management Plan

CH2M will prepare a draft Stormwater Management Plan and Report at the 90% level. The report will include regulatory requirements, spread calculations, conveyance calculations, and water quality calculations. CH2M will respond to review comments and participate in the 90% review meeting.

Deliverables: Revised Stormwater Management Plan and Report with Appendices. Drainage, stormwater management and erosion control plans, technical special provisions and cost estimate.

16.3 100% Submittal

16.3.1 Drainage and Stormwater Management Plans, Special Provisions and Cost Estimates

CH2M will continue refinement of the 90% drainage and stormwater plans, technical special provisions and cost estimates to prepare the 100% submittal.

16.3.2 Erosion Control Plans, Special Provisions and Cost Estimates

CH2M will continue refinement of the 90% erosion control plans, technical specifications and cost estimates to prepare the 100% submittal.

16.3.3 Prepare Stormwater Management Plan

CH2M will prepare a Final Stormwater Management Plan and Report at the 100% submittal. The report will include regulatory requirements, spread calculations, conveyance calculations, and water quality calculations.

Deliverables: Final Stormwater Management Plan and Report with Appendices. Drainage, stormwater management and erosion control plans, technical special provisions and cost estimate.

16.4 Hydraulic Report

CH2M will prepare a Draft Hydraulic Report at the 90-percent submittal for the Millrace culvert modification/replacement. The report will be finalized following the receipt of review comments.

Deliverables: Draft and Final Hydraulic Report

Task 17: Traffic Engineering

The traffic engineering services outlined in this task will be provided by Kittelson and Associates, Inc. (KAI), as a subconsultant to CH2M.

Task 17.1 Signing and Striping

KAI will prepare signing and striping plans consistent with the ODOT Traffic Manual, the Manual on Uniform Traffic Control Devices ("MUTCD") and Oregon Supplement and applicable City Standards.

Task 17.1.1 60% Submittal

KAI will prepare signing and striping plans, and cost estimates at the 60% level. KAI will respond to review comments and participate in the 60% plans review meeting.

Deliverable: Signing and striping plans and cost estimate at 60% completion level.

Task 17.1.2 90% Submittal

KAI will prepare signing and striping plans, technical special provisions and cost estimates at the 90% level. KAI will respond to review comments and participate in the 90% plans review meeting.

Deliverable: Signing and striping plans, technical special provisions and cost estimate at 90% completion level.

Task 17.1.3 100% Submittal

KAI will refine 90% signing and striping plans, technical special provisions and cost estimates to prepare the 100% level.

Deliverable: Signing and striping plans, technical special provisions and cost estimate at 100% completion level.

Task 17.2 Illumination

KAI will prepare illumination plans for the project. KAI will coordinate with McMinnville Power and Light (MPL) and the City to determine the design criteria, including light pole and lamp and will conduct a computerized photometric analysis to determine a street light pole layout that will provide adequate luminance, uniformity ratio, and glare ratio that meet the requirements of the City or MPL. KAI will summarize the lighting analysis assumptions and achieved light levels in a brief memorandum. Approval of the obtained light levels must be approved by City prior to advancing the plans.

Task 17.2.1 60% Submittal

KAI will prepare illumination plans, and cost estimates at the 60 % level. KAI will prepare design information that illustrates plan view pole locations and will prepare illumination calculations (summarized in a lighting analysis memorandum). KAI will submit plans, cost estimate and lighting analysis memorandum to MPL and the City for review and comment. KAI will respond to review comments and participate in the 60% plans review meeting.

Deliverables: Draft and Final lighting analysis memorandum, Illumination plans and cost estimate at 60% completion level.

Task 17.2.2 90% Submittal

KAI will prepare illumination plans, technical special provisions and cost estimates at the 90% level. KAI will submit plans to MPL and the City for review and comment. KAI will respond to review comments and participate in the 90% plans review meeting.

Deliverables: Illumination plans, revised calculations, technical special provisions and cost estimate at 90% completion level.

Task 17.2.3 100% Submittal

KAI will refine 90% illumination plans, technical special provisions and cost estimates to prepare the 100% submittal.

Deliverables: Illumination plans, final calculations, technical special provisions and cost estimate at 100% completion level.

Task 18: Structural Engineering

Task 18.1 Wall Design

Task 18.1.1 60% Submittal

CH2M will prepare designs for four retaining walls greater than 48 inches tall. Plan details will include:

- Plan and Elevation: The purpose of this sheet is to provide the overall scope of structural work for the Project. This sheet must contain a Plan, Elevation, and Typical Section for the final retaining wall configuration.
- General Notes: All general notes, generic design notes.
- Foundation Data: This sheet must contain all of the required geotechnical notes from the geotechnical report, a complete table showing the soil symbols and descriptions, a plan view of the retaining wall showing the boring locations, and any other basic data required for the construction of the retaining wall foundation. The soil boring logs must be shown on the Foundation Data Sheet.
- Retaining Wall Details: This sheet(s) must contain the details associated with the retaining walls.

CH2M will prepare plans and a construction cost estimate. CH2M will respond to review comments and participate in the 60% plans review meeting.

Deliverable: Plans and cost estimate at 60% completion level.

Task 18.1.2 90% Submittal

CH2M will prepare updated wall design plans, technical special provisions and cost estimates at the 90% level. CH2M will submit plans to the City for review and comment. CH2M will respond to review comments and participate in the 90% plans review meeting.

Deliverables: Plans, technical special provisions and cost estimate at 90% completion level.

Task 18.1.3 100% Submittal

CH2M will refine 90% wall design plans, technical special provisions and cost estimates to prepare the 100% submittal.

Deliverables: Plans, technical special provisions and cost estimate at 100% completion level.

Task 19: Landscape Design

The purpose of this task is to complete landscape planting and irrigation plans for the roadway and stormwater facilities. All landscape related services will be provided by Marianne Zarkin Landscape Architects (MZLA), as a subconsultant to CH2M. Wetland mitigation planting plans are not included in these services.

Task 19.1 60% Submittal

MZLA will prepare a concept plan with a plant palette for review with the City. Following a meeting with the City to review, MZLA will prepare planting plans and a construction cost estimate. MZLA will respond to review comments and participate in the 60% plans review meeting.

Deliverable: Concept Plan with plant palette. Planting plans and a construction cost estimate at the 60% completion level.

Task 19.2 90% Submittal

MZLA will prepare planting plan and detail sheets, irrigation plan and detail sheets, technical special provisions and cost estimates at the 90% level. MZLA will respond to review comments and participate in the 90% plans review meeting.

Deliverable: Planting and Irrigation sheets, technical special provisions for landscape construction and a construction cost estimate at the 90% completion level.

Task 19.3 100% Submittal

MZLA will refine 90% planting and irrigation plans, technical special provisions and cost estimates to the 100% levels.

Deliverables: Planting and Irrigation sheets stamped and signed by a registered Landscape Architect, technical special provisions for landscape construction and a construction cost estimate for this final submittal at the 100% completion level.

Task 20: Roadway Design

Task 20.1 Geometric Design

Task 20.1.1 60% Submittal

This task includes development of the 60% plans and estimate for the reconstruction of approximately 1.3 miles of Hill Road from the NW 2nd Street intersection to NW Baker Creek Road. The design includes a 4-way stop intersection at the NW 2nd Street Intersection and roundabouts at the NW Wallace Road and NW Baker Creek Road intersections.

CH2M will develop plan sheets illustrating the roadway plan and profile information, typical sections, general construction sheets with construction callouts showing cut/fill lines, utilities, paving limits, intersection grading plans and details, vertical and horizontal alignments, special details, and right-of-way. CH2M will prepare cross-section templates at 25 foot intervals, showing roadway widths, sub-grade, finished grade, impacts to adjacent properties/right-of-way, and cut fill slopes. CH2M will prepare typical sections and will develop demolition plans to show any site preparation and existing road removal as necessary for new construction. Pavement jointing plans will be prepared by the construction contractor.

CH2M will prepare plan sheets using an 22-inch by 34-inch format and prepare an Engineer's Cost Estimate based on current construction costs. The actual cost of construction will vary due to time of construction, market conditions and other factors.

Deliverables: Roadway plans and a construction cost estimate at the 60% completion level.

Task 20.1.2 90% Submittal

CH2M will prepare roadway plan and profile, typical section and roadway detail plans, and cost estimates at the 90% level. CH2M will prepare technical special provisions for the 2015 edition of the *Oregon Standard Specifications for Construction* using ODOT's current special provisions template. General specifications, bidding instructions and bid forms will be prepared using templates provided by the City. CH2M will submit plans to the City for review and comment. CH2M will respond to review comments and participate in the 90% plans review meeting.

Deliverables: Roadway plans, general specifications, bidding forms and instructions, technical special provisions and a construction cost estimate at 90% completion level.

Task 20.1.3 100% Submittal

CH2M will refine 90% roadway plan and profile, typical section and roadway detail plans, general specifications, bidding forms and instructions, technical special provisions and the construction cost estimate to prepare the 100% submittal.

Deliverables: Roadway plans, general specifications, bidding forms and instructions, technical special provisions and cost estimate at 100% completion level.

Task 20.2 Traffic Control

CH2M will prepare Temporary Traffic Control Plans (TCP), and details in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Through the TCP, CH2M will address the needs and control of the road users, motorists, bicyclists, and pedestrians. CH2M will develop construction staging sequencing for all construction phases to maintain traffic through the project corridor during construction or identify alternate routes. The plans will include as applicable construction signing and barricade placement.

For the 60% submittal, CH2M will prepare and submit drawings that show the conceptual construction sequence for the project. This TCP will consider the major elements of construction, the major special events that will be impacted by the construction sequence and the flow of motor and pedestrian traffic through the advance warning, transition, activity, and termination areas by stage.

Task 20.2.1 60% Submittal

CH2M will prepare traffic control plans, and cost estimates at the 60 % level. CH2M will respond to review comments and participate in the 60% plans review meeting.

Deliverables: Traffic control plans and cost estimate.

Task 20.2.2 90% Submittal

CH2M will prepare traffic control plans, technical special provisions and cost estimates at the 90% level. The special provisions will include lane closure time restrictions which minimize disruption to nearby residents and are approved by the City. CH2M will respond to review comments and participate in the 90% plans review meeting.

Deliverables: Traffic control plans, technical special provisions and cost estimate.

Task 20.2.3 100% Submittal

CH2M will continue refinement of the 90% traffic control plans, technical special provisions and cost estimates to prepare the 100% submittal.

Deliverables: Traffic control plans, technical special provisions and cost estimate.

Task 20.3 Design Team Coordination/Document Assembly

CH2M will collect and compile deliverables from all technical disciplines and assemble plans, general specifications, technical special provisions, bid forms and instructions and the construction cost estimate for the design milestones of 60%, 90% and 100%. This is a design coordination and assembly task to prepare the deliverables in one package and make electronic and hard copies.

At the 90% design milestone, CH2M will prepare a construction schedule to serve as the basis for contract durations used within the general specifications and technical special provisions. The schedule will be revised at the 100% submittal to incorporate City feedback.

Following the 100% design milestone, CH2M will provide alignment reports, grade reports and cross sections.

The following plan sheets are anticipated in the 90% and 100% deliverables for the project:

| Sheet Name | Number |
|---|---------------|
| Title Sheet | 1 |
| Legend, Abbreviations and Standard Drawings | 1 |
| Survey Control | 1 |
| Alignment Data | 2 |
| Typical Sections | 3 |
| Demolition Sheets | 6 |
| Roadway Details | 7 |
| Roundabout Curb Plan and Profiles | 8 |
| Roundabout Grading Plans | 14 |
| Drainage Details | 4 |
| Water Quality Facilities and Grading | 3 |
| Intersection grading plans | 6 |
| Stage Construction and TP&DT plans | 12 |
| Erosion Control Plan & Details | 10 |
| Plan/Profile Sheets (including storm drainage profiles) | 18 |
| Landscaping and Irrigation Plan Sheets & Details | 17 |
| Signing/Striping Plan Sheets & Details | 8 |
| Retaining Wall Sheets | 4 |
| Box Culvert Plan, Foundation and Details (If Needed) | 3 |
| Total: | 128 |

Task 21: Right of Way Acquisition

Right of Way appraisal and acquisition services will be provided by Hanna McEldowney and Associates (HMA), as a subconsultant to CH2M and shall serve as the ROW agent for the City on this project.

ROW services shall conform to the standards contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and amendments, ORS 35.346, and the ODOT ROW Manual. A preliminary review indicates that there are fourteen (14) properties impacted by the project.

Prior to beginning appraisals, consultant shall mail a General Information Notice (GIN) letter to each property owner from which a property interest is to be acquired for the project.

Task 21.1 Appraisals/Appraisal Review

Consultant shall use Oregon state-certified appraisers experienced in eminent domain for the appraisal and appraisal reviews. Consultant shall prepare up to 14 appraisals and appraisal reviews conforming to standards contained in the Uniform Standards of Professional Appraisal Practice ("USPAP") for each of the ownerships identified from which a property interest is to be acquired for the project. . Provide written notice to owners of the planned appraisal inspection not less than 15 days prior to inspection. Invite the property owners and designated representatives, if any, to accompany the appraiser on any inspection of the property for appraisal purposes. Perform independent reviews of appraisals.

Consultant shall submit the appraisals and appraisal reviews to the City. If the appraisal and appraisal review is deemed acceptable, the City will forward an authorization establishing just compensation for the appraised property to the Consultant.

Assumptions: No specialty reports will be required, and no expert witness fees for trial preparation and testimony are included in this scope of work.

Deliverables: Consultant shall provide one (1) appraisal and one (1) appraisal review for each ownership (assume 14) from which a property interest is to be acquired.

Task 21.2 Negotiations

Consultant shall compile and/or prepare all essential documentation to be submitted to Property Owners and tenants. These documents include project information letters, acquisition and relocation brochures, offer-benefit letter, acquisition summary statement, relocation benefit summary page, copy of appraisal, map of acquisition, and instruments of conveyance. Consultant shall make offers in person or by certified mail.

Property Owners who are considering a donation will be informed in writing of their right to just compensation and shall be provided the donation form for signature indicating their waiver of their rights, if they elect to donate.

Consultant shall prepare and maintain written diaries of negotiator contacts with property owners and tenants.

Consultant shall make every reasonable effort to acquire the right-of-way expeditiously by negotiation. Property Owners will be given reasonable opportunity to consider the offer and present material that they believe is relevant to determining the value of the property. Consultant shall conduct negotiations for acquisition of real property in accordance with applicable state and federal law.

If the offer is accepted, Consultant shall present final packet covering the acquisitions to the City for final approval, payment, conveyance of title and recording. If a counter offer is received, Consultant shall submit the proposed counter offer with a justification memo to the City for approval. If an acceptable agreement is not reached, Consultant shall prepare and submit a recommendation for condemnation.

Deliverables: A final packet for each affected property (assume 14) which includes:

- *all essential negotiation documents including conveyance documents*
- *a final report including justification for any increase in compensation above Just Compensation, terms of the agreement, and closing recommendations.*
- *recommendation for condemnation for any file recommended for condemnation.*

Task 22: Bidding & Award

Task 22.1 Questions During Bidding

CH2M will serve as the point of contact for Construction Contractors and suppliers with questions regarding the bid documents and bid process. CH2M will respond to questions from Construction Contractors and suppliers and record all questions and responses in a conversation log.

CH2M will, during the bidding process, manage the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage.

Deliverables: Written log of conversations, questions and answers (electronic).

Task 22.2 Addenda to the Bid Documents

CH2M will prepare up to two (2) bid addenda to provide interpretation of construction documents. CH2M will prepare addenda within City's procurement policies and procedures, administrative rules and statutes.

CH2M will prepare and deliver the addenda text in a Microsoft Word file. CH2M will prepare and deliver electronic copies of plans and special provisions. CH2M will coordinate review of addenda by City prior to submittal.

City will issue and distribute all addenda.

Deliverables: Bid document addenda; drawings; and/or special provision revisions (electronic).

Task 23: Next Work Scope

This task will include preparing a scope and fee estimate for Construction Engineering Services. These services may include construction QA surveying, shop drawing review, period site visits, response to construction contractor inquiries and preparation of record drawings. The actual services will be provided at a later date and authorized by an amendment.

Deliverables: Scope and budget for next phase of work.

**Estimated Level of Effort
McMinnville NW Hill Road Improvements
Final Design**

| Task | | CH2M | | | | | | | | | | | | | | | | | | | | | | | Labor | | Mileage / | Total Labor |
|--------|--|----------------|--------------|-------------|-----------------|----------------|-------------|----------------|-------------------|-------------|-------------|-------------|------------------|-----------------|-----------------|-------------------|-------------------|-------------|--------------------------|-----------------------|-------------|-------|------|-----------|-----------|-----------|------------|-------------|
| | | Simmons | Bland | Hippenstiel | Peralta-ramirez | Attanasio | Alves | Mader | Steinkoenig | Williams | Ostapkowicz | Bartow | Price | Montgomery | Nolan-Wheatley | Sheldon | Aye | Hoffman | Clark Sr. CAD Technician | Atwood CAD Technician | Proj. Asst. | | | Hours | \$ | Expenses | & Expenses | |
| | | Sr Consult 220 | Proj Eng 170 | Off Eng 135 | Dsg Eng 100 | Sr Consult 220 | Off Eng 135 | Sr Consult 220 | Off Scientist 135 | Off Eng 135 | Off Eng 135 | Dsg Eng 100 | Proj Planner 170 | Off Planner 135 | Dsg Planner 100 | Dsg Scientist 100 | Dsg Scientist 100 | Off Eng 135 | | | | Acct. | | Total | Total | | | |
| 11.0 | Final Design Project Management | \$ 16,940 | \$ | \$ 19,170 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 7,650 | \$ 4,500 | \$ | | \$48,260 | \$154 | \$48,414 | | |
| 11.1 | Proj Instructions/Team Leadership | 45 | | 90 | | | | | | | | | | | | | | | | 45 | | | | 180 | | | | |
| 11.2 | Contract Administration/Client Communication | 32 | | 52 | | | | | | | | | | | | | | | | 40 | 50 | | | 174 | \$154 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | | |
| | Task Hours | 77 | 0 | 142 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 85 | 50 | 0 | | 354 | | | | |
| 12.0 | Public Involvement/Information | \$ 2,200 | \$ - | \$ 7,290 | \$ 2,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$11,490 | \$615 | \$12,105 | | |
| 12.1 | Property Owner Meetings | | | 30 | | | | | | | | | | | | | | | | | | | | 30 | \$513 | | | |
| 12.2 | Council Meeting | 6 | | 6 | 8 | | | | | | | | | | | | | | | | | | | 20 | \$51 | | | |
| 12.3 | Public Meeting | 4 | | 8 | 8 | | | | | | | | | | | | | | | | | | | 20 | \$51 | | | |
| 12.4 | Website Content | | | 10 | 4 | | | | | | | | | | | | | | | | | | | 14 | | | | |
| | Task Hours | 10 | 0 | 54 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 84 | | | | |
| 13.0 | Topographic and Boundary Survey | \$ - | \$ - | \$ 1,080 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$1,080 | \$7,000 | \$8,080 | | |
| 13.1 | Supplemental Topographic Surveying | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| 13.2 | Legal Descriptions | | | 4 | | | | | | | | | | | | | | | | | | | | 4 | \$7,000 | | | |
| 24 | Right-of-Way Staking | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| 13.4 | Pre-Constr. Control, Recovery and Replacement Survey | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 8 | | | | |
| 14.0 | Utility Coordination | \$ - | \$ - | \$ 6,480 | \$ 8,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$14,480 | \$205 | \$14,685 | | |
| | | | | 48 | 80 | | | | | | | | | | | | | | | | | | | 128 | \$205 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 48 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 128 | | | | |
| 15.0 | Environmental Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,400 | \$ 10,125 | \$ 675 | \$ 2,970 | \$ 4,800 | \$ 1,020 | \$ 4,590 | \$ 2,000 | \$ 800 | \$ 400 | \$ - | \$ - | \$ 2,400 | \$ - | \$ - | \$ - | | \$34,180 | \$822 | \$35,002 | |
| 15.1 | Removal/Fill Permit | | | | | | | 20 | 75 | | | | | | | | | | 32 | | | | | 127 | \$51 | | | |
| 15.2 | Level 2 Preliminary Site Investigation | | | | | | | | | 5 | 22 | 48 | | | | | | | | | | | | 75 | \$720 | | | |
| 15.3 | Section 106 Historic Property Documentation | | | | | | | | | | | | 6 | 34 | 20 | 8 | 4 | | | | | | | 72 | \$51 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 75 | 5 | 22 | 48 | 6 | 34 | 20 | 8 | 4 | 0 | 0 | 32 | 0 | 0 | 0 | | 274 | | | |
| 16.0 | Stormwater Management and Design | \$ - | \$ - | \$ - | \$ - | \$ 21,120 | \$ 102,330 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,080 | \$ 16,500 | \$ 21,750 | \$ - | \$ - | \$ - | | \$162,780 | \$0 | \$162,780 | |
| 16.1 | 60% Submittal | | | | | 40 | 330 | | | | | | | | | | 8 | 70 | 120 | | | | | 568 | | | | |
| 16.2 | 90% Submittal | | | | | 20 | 286 | | | | | | | | | | | 40 | 110 | | | | | 456 | | | | |
| 16.3 | 100% Submittal | | | | | 12 | 82 | | | | | | | | | | | 32 | 60 | | | | | 186 | | | | |
| 16.3 | Hydraulic Report | | | | | 24 | 60 | | | | | | | | | | | 8 | | | | | | 92 | | | | |
| | Task Hours | 0 | 0 | 0 | 0 | 96 | 758 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 150 | 290 | 0 | 0 | 0 | | 1302 | | | | |
| 17.0 | Traffic Engineering | \$ - | \$ - | \$ 1,620 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 440 | \$ - | \$ - | \$ - | \$ - | | \$2,060 | \$0 | \$2,060 | | |
| 17.1 | Signing & Striping | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 17.1.1 | 60% Submittal | | | 2 | | | | | | | | | | | | | | 2 | | | | | | 4 | | | | |
| 17.1.2 | 90% Submittal | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| 17.1.3 | 100% Submittal | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| 17.2 | Illumination | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 17.2.1 | 60% Submittal | | | 2 | | | | | | | | | | | | | | 2 | | | | | | 4 | | | | |
| 17.2.2 | 90% Submittal | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| 17.2.3 | 100% Submittal | | | 2 | | | | | | | | | | | | | | | | | | | | 2 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | | 16 | | | | |
| 18.0 | Structural Engineering | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,260 | \$ 7,920 | \$ - | \$ - | \$ - | \$ - | | \$18,180 | \$0 | \$18,180 | | |
| 18.1 | Wall Design | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 18.1.1 | 60% Submittal | | | | | | | | | | | | | | | | 40 | 48 | | | | | | 88 | | | | |
| 18.1.2 | 90% Submittal | | | | | | | | | | | | | | | | 24 | 12 | | | | | | 36 | | | | |
| 18.1.3 | 100% Submittal | | | | | | | | | | | | | | | | 12 | 12 | | | | | | 24 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 76 | 72 | 0 | 0 | 0 | 0 | | 148 | | | | |
| 19.0 | Landscape Design | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 | | |
| 19.1 | 60% Submittal | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 19.2 | 90% Submittal | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 19.3 | 100% Submittal | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| | Task Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | | | | |
| 20.0 | Roadway Design | \$ - | \$ 8,500 | \$ 56,700 | \$ 63,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 23,320 | \$ 39,750 | \$ - | \$ - | \$ - | \$ - | | \$191,270 | \$0 | \$191,270 | | |
| 20.1 | Geometric Design | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 20.1.1 | 60% Submittal | | 12 | 110 | 200 | | | | | | | | | | | | | 60 | 180 | | | | | 562 | | | | |
| 20.1.2 | 90% Submittal | | 24 | 110 | 180 | | | | | | | | | | | | | 60 | 160 | | | | | 534 | | | | |
| 20.1.3 | 100% Submittal | | 8 | 90 | 120 | | | | | | | | | | | | | 40 | 80 | | | | | 338 | | | | |
| 20.2 | Traffic Control | | | | | | | | | | | | | | | | | | | | | | | 0 | | | | |
| 20.2.1 | 60% Submittal | | 4 | 30 | 50 | | | | | | | | | | | | | 20 | 50 | | | | | 154 | | | | |
| 20.2.2 | 90% Submittal | | 1 | 30 | 30 | | | | | | | | | | | | | 16 | 40 | | | | | 117 | | | | |
| 20.2.3 | 100% Submittal | | 1 | 20 | 30 | | | | | | | | | | | | | 16 | 20 | | | | | 87 | | | | |
| 20.3 | Design Team Coordination/Document Assembly | | | 30 | 20 | | | | | | | | | | | | | | | | | | | 50 | | | | |

| | | Simmons | Bland | Hippenstiel | Peralta-ramirez | Attanasio | Alves | Mader | Steinkoenig | Williams | Ostapkowicz | Bartow | Price | Montgomery | Nolan-Wheatley | Sheldon | Aye | Hoffman | Clark Sr. CAD Technician | Atwood CAD Technician | Proj. Asst. | Acct. | | | Labor | | Mileage / | Total Labor |
|------|------------------------------|------------|----------|-------------|-----------------|------------|------------|------------|---------------|----------|-------------|----------|--------------|-------------|----------------|---------------|---------------|-----------|--------------------------|-----------------------|-------------|----------|------|--|-------------|----------|------------|-------------|
| Task | Task/Subtask | Sr Consult | Proj Eng | Off Eng | Dsg Eng | Sr Consult | Off Eng | Sr Consult | Off Scientist | Off Eng | Off Eng | Dsg Eng | Proj Planner | Off Planner | Dsg Planner | Dsg Scientist | Dsg Scientist | Off Eng | Technician | Technician | Asst. | 90 | | | Hours Total | \$ Total | Expenses | & Expenses |
| | | \$ 220 | \$ 170 | \$ 135 | \$ 100 | \$ 220 | \$ 135 | \$ 220 | \$ 135 | \$ 135 | \$ 135 | \$ 100 | \$ 170 | \$ 135 | \$ 100 | \$ 100 | \$ 100 | \$ 135 | \$ 110 | \$ 75 | \$ 90 | \$ 90 | | | 0 | | | |
| | Task Hours | 0 | 50 | 420 | 630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 212 | 530 | 0 | 0 | 0 | | 1842 | | | |
| 21.0 | ROW Acquisition | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$0 | \$0 | | \$0 |
| 21.1 | Appraisals/Appraisal Reviews | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | |
| 21.2 | Negotiations | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | | | |
| 22.0 | Bidding & Award | \$ - | \$ - | \$ 7,560 | \$ 3,200 | \$ - | \$ 1,620 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,800 | \$ - | \$ - | \$ - | | \$14,180 | \$0 | | \$14,180 |
| 22.1 | Questions During Bidding | | | 32 | 8 | | 8 | | | | | | | | | | | | | | | | | | 48 | | | |
| 22.2 | Addenda to the Bid Documents | | | 24 | 24 | | 4 | | | | | | | | | | | | | 24 | | | | | 76 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 56 | 32 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | | 124 | | | |
| 23.0 | Next Work Scope | \$ 1,760 | \$ - | \$ 1,620 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 720 | \$ - | \$ - | | \$4,100 | \$0 | | \$4,100 |
| | | 8 | | 12 | | | | | | | | | | | | | | | | | 8 | | | | 28 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | 0 | | | |
| | Task Hours | 8 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | | 28 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL HOURS | 95 | 50 | 752 | 762 | 96 | 770 | 20 | 75 | 5 | 22 | 48 | 6 | 34 | 20 | 8 | 4 | 84 | 438 | 876 | 93 | 50 | 0 | | 4,308 | | | |
| | LABOR COST | \$ 19,140 | \$ 8,500 | \$ 92,340 | \$ 73,000 | \$ 21,120 | \$ 102,330 | \$ 4,400 | \$ 10,125 | \$ 675 | \$ 2,970 | \$ 4,800 | \$ 1,020 | \$ 4,590 | \$ 2,000 | \$ 800 | \$ 400 | \$ 11,340 | \$ 48,180 | \$ 63,900 | \$ 7,650 | \$ 4,500 | \$ - | | \$ 502,060 | \$ 8,796 | \$ 510,856 | |

| Task | | Task/Subtask | |
|------------|--|--------------|--|
| 11.0 | Final Design Project Management | | |
| 11.1 | Proj Instructions/Team Leadership | | |
| 11.2 | Contract Administration/Client Communication | | |
| | | | |
| Task Hours | | | |
| 12.0 | Public Involvement/Information | | |
| 12.1 | Property Owner Meetings | | |
| 12.2 | Council Meeting | | |
| 12.3 | Public Meeting | | |
| 12.4 | Website Content | | |
| | | | |
| Task Hours | | | |
| 13.0 | Topographic and Boundary Survey | | |
| 13.1 | Supplemental Topographic Surveying | | |
| 13.2 | Legal Descriptions | | |
| 24 | Right-of-Way Staking | | |
| 13.4 | Pre-Constr. Control, Recovery and Replacement Survey | | |
| | | | |
| Task Hours | | | |
| 14.0 | Utility Coordination | | |
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| | | | |
| Task Hours | | | |
| 15.0 | Environmental Services | | |
| 15.1 | Removal/Fill Permit | | |
| 15.2 | Level 2 Preliminary Site Investigation | | |
| 15.3 | Section 106 Historic Property Documentation | | |
| | | | |
| Task Hours | | | |
| 16.0 | Stormwater Management and Design | | |
| 16.1 | 60% Submittal | | |
| 16.2 | 90% Submittal | | |
| 16.3 | 100% Submittal | | |
| 16.3 | Hydraulic Report | | |
| | | | |
| Task Hours | | | |
| 17.0 | Traffic Engineering | | |
| 17.1 | Signing & Striping | | |
| 17.1.1 | 60% Submittal | | |
| 17.1.2 | 90% Submittal | | |
| 17.1.3 | 100% Submittal | | |
| 17.2 | Illumination | | |
| 17.2.1 | 60% Submittal | | |
| 17.2.2 | 90% Submittal | | |
| 17.2.3 | 100% Submittal | | |
| | | | |
| | | | |
| | | | |
| Task Hours | | | |
| 18.0 | Structural Engineering | | |
| 18.1 | Wall Design | | |
| 18.1.1 | 60% Submittal | | |
| 18.1.2 | 90% Submittal | | |
| 18.1.3 | 100% Submittal | | |
| | | | |
| Task Hours | | | |
| 19.0 | Landscape Design | | |
| 19.1 | 60% Submittal | | |
| 19.2 | 90% Submittal | | |
| 19.3 | 100% Submittal | | |
| | | | |
| Task Hours | | | |
| 20.0 | Roadway Design | | |
| 20.1 | Geometric Design | | |
| 20.1.1 | 60% Submittal | | |
| 20.1.2 | 90% Submittal | | |
| 20.1.3 | 100% Submittal | | |
| 20.2 | Traffic Control | | |
| 20.2.1 | 60% Submittal | | |
| 20.2.2 | 90% Submittal | | |
| 20.2.3 | 100% Submittal | | |
| 20.3 | Design Team Coordination/Document Assembly | | |

| Bluedot Group | | | | | | | |
|---------------|-------------|----------------|---------------|----------|-----------|-------------|--|
| Lennox | Hockman | Kohn | 2-Person Crew | Labor | Mileage / | Total Labor | |
| Surveyor | Survey Tech | Survey Tech IV | | Hours | \$ | | |
| \$ 121.30 | \$ 75.41 | \$ 75.41 | \$ 142.72 | Total | Total | & Expenses | |
| \$ - | \$ - | \$ - | \$ - | 0 | \$0 | \$0 | |
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| \$ 5,216 | \$ 11,312 | \$ 377 | \$ 9,990 | \$26,895 | \$300 | \$27,195 | |
| 3 | 44 | 5 | 40 | 92 | | | |
| 25 | 50 | | | 75 | | | |
| 3 | 8 | | 30 | 41 | | | |
| 12 | 48 | | | 60 | \$300 | | |
| 43 | 150 | 5 | 70 | 268 | | | |
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| Task | | Lennox | Hockman | Kohn Survey Tech IV | 2-Person Crew | Labor | | Mileage / | Total Labor |
|--------------|------------------------------|-----------|-------------|---------------------------|------------------|------------------|-------|-----------|-------------|
| Task/Subtask | | Surveyor | Survey Tech | | | Hours | \$ | Expenses | & Expenses |
| | | \$ 121.30 | \$ 75.41 | \$ 75.41 | \$ 142.72 | Total | Total | | |
| Task Hours | | 0 | 0 | 0 | 0 | 0 | 0 | | |
| 21.0 | ROW Acquisition | \$ | \$ | \$ | \$ | 0 0 0 0 | \$0 | \$0 | \$0 |
| 21.1 | Appraisals/Appraisal Reviews | | | | | | | | |
| 21.2 | Negotiations | | | | | | | | |
| Task Hours | | 0 | 0 | 0 | 0 | | | | |
| 22.0 | Bidding & Award | \$ | - | \$ | - | 0 0 0 0 | \$0 | \$0 | \$0 |
| 22.1 | Questions During Bidding | | | | | | | | |
| 22.2 | Addenda to the Bid Documents | | | | | | | | |
| Task Hours | | 0 | 0 | 0 | 0 | | | | |
| 23.0 | Next Work Scope | \$ | - | \$ | - | 0 0 0 0 | \$0 | \$0 | \$0 |
| Task Hours | | 0 | 0 | 0 | 0 | | | | |
| TOTAL HOURS | | 43 | 150 | 5 | 70 | 268 | | | |
| LABOR COST | | \$ 5,216 | \$ 11,312 | \$ 377 | \$ 9,990 | \$ 26,895 | | \$ 300 | \$ 27,195 |

| Radosta | Scarbrough | Bansen | Failmezger | Boettcher | Bentley | Cullimore | Labor | | Mileage / | Total Labor |
|-----------|------------|-----------|------------|-----------|-----------|-----------|---------------------|---------|-----------|-------------|
| \$ 208.76 | \$ 195.16 | \$ 132.60 | \$ 159.81 | \$ 92.56 | \$ 142.74 | \$ 76.92 | Hours | \$ | Expenses | & Expenses |
| | | | | | | | Total | Total | | |
| | | | | | | | 0 | | | |
| 0 | 4 | 4 | 0 | 0 | 0 | 0 | 8 | | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | 0 0 0 0 | \$0 | \$0 | \$0 |
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| \$ | \$ | \$ | \$ | \$ | \$ | \$ | 6 0 0 0 | \$1,171 | \$0 | \$1,171 |
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| \$ | \$ | \$ | \$ | \$ | \$ | \$ | 8 82 24 68 | 370 | \$ 47,659 | \$ 47,919 |
| | | | | | | | | | | |
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| ROW PM | Review | Acquistion & | | Labor | Mileage / | Total Labor |
|-----------|-----------|--------------|----------|--------------------------|-----------|-------------|
| \$ 107.50 | Appraiser | Negotiation | Admin | Hours | \$ | & Expenses |
| \$ 107.50 | 107.50 | \$ 90.00 | \$ 55.25 | Total | Expenses | |
| | | | | 0 | | |
| 0 | 0 | 0 | 0 | 0 | | |
| \$ 57,083 | \$ 12,040 | \$ 38,430 | \$ 7,459 | 657 548 0 0 | \$115,012 | \$1,939 |
| 500 | 112 | | 45 | | | \$777 |
| 31 | | 427 | 90 | | | \$1,162 |
| | | | | | | |
| 531 | 112 | 427 | 135 | 1205 | | |
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| \$ | \$ | \$ | \$ | 531 112 427 135 | 1,205 | \$ 115,012 |
| | | | | | | \$ 1,939 |
| | | | | | | \$ 116,951 |
| | | | | | | |

Estimated Level of Effort
McMinnville NW Hill Road Improvements
Final Design

| | | Marianne Zarkin Landscape Architects | | | | | | |
|--------|--|--------------------------------------|-----------------------|-------------------|----------------|-------------|-----------|-------------|
| | | | | | Labor | | Mileage / | Total Labor |
| Task | Task/Subtask | Principal LA \$ 130.00 | Staff LA \$ 105.00 | Admin \$ 69.00 | Hours Total | \$ Total | Expenses | & Expenses |
| 11.0 | Final Design Project Management | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 11.1 | Proj Instructions/Team Leadership | | | | 0 | | | |
| 11.2 | Contract Administration/Client Communication | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 12.0 | Public Involvement/Information | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 12.1 | Property Owner Meetings | | | | 0 | | | |
| 12.2 | Council Meeting | | | | 0 | | | |
| 12.3 | Public Meeting | | | | 0 | | | |
| 12.4 | Website Content | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 13.0 | Topographic and Boundary Survey | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 13.1 | Supplemental Topographic Surveying | | | | 0 | | | |
| 13.2 | Legal Descriptions | | | | 0 | | | |
| 24 | Right-of-Way Staking | | | | 0 | | | |
| 13.4 | Pre-Constr. Control, Recovery and Replacement Survey | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 14.0 | Utility Coordination | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| | | | | | 0 | | | |
| | | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 15.0 | Environmental Services | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 15.1 | Removal/Fill Permit | | | | 0 | | | |
| 15.2 | Level 2 Preliminary Site Investigation | | | | 0 | | | |
| 15.3 | Section 106 Historic Property Documentation | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 16.0 | Stormwater Management and Design | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 16.1 | 60% Submittal | | | | 0 | | | |
| 16.2 | 90% Submittal | | | | 0 | | | |
| 16.3 | 100% Submittal | | | | | | | |
| 16.3 | Hydraulic Report | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 17.0 | Traffic Engineering | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 17.1 | Signing & Striping | | | | 0 | | | |
| 17.1.1 | 60% Submittal | | | | 0 | | | |
| 17.1.2 | 90% Submittal | | | | 0 | | | |
| 17.1.3 | 100% Submittal | | | | 0 | | | |
| 17.2 | Illumination | | | | 0 | | | |
| 17.2.1 | 60% Submittal | | | | 0 | | | |
| 17.2.2 | 90% Submittal | | | | 0 | | | |
| 17.2.3 | 100% Submittal | | | | 0 | | | |
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| | | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 18.0 | Structural Engineering | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 18.1 | Wall Design | | | | 0 | | | |
| 18.1.1 | 60% Submittal | | | | 0 | | | |
| 18.1.2 | 90% Submittal | | | | 0 | | | |
| 18.1.3 | 100% Submittal | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 19.0 | Landscape Design | \$ 11,180 | \$ 24,780 | \$ 690 | | \$36,650 | \$200 | \$36,850 |
| 19.1 | 60% Submittal | 44 | 90 | 4 | 138 | | \$200 | |
| 19.2 | 90% Submittal | 24 | 120 | 4 | 148 | | | |
| 19.3 | 100% Submittal | 18 | 26 | 2 | 46 | | | |
| | | | | | 0 | | | |
| | Task Hours | 86 | 236 | 10 | 332 | | | |
| 20.0 | Roadway Design | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 20.1 | Geometric Design | | | | 0 | | | |
| 20.1.1 | 60% Submittal | | | | 0 | | | |
| 20.1.2 | 90% Submittal | | | | 0 | | | |
| 20.1.3 | 100% Submittal | | | | 0 | | | |
| 20.2 | Traffic Control | | | | 0 | | | |
| 20.2.1 | 60% Submittal | | | | 0 | | | |
| 20.2.2 | 90% Submittal | | | | 0 | | | |
| 20.2.3 | 100% Submittal | | | | 0 | | | |
| 20.3 | Design Team Coordination/Document Assembly | | | | 0 | | | |

| ALL | | | |
|-------------|-----------|-----------|-------------|
| Labor | | Mileage / | Total Labor |
| Hours Total | \$ Total | Expenses | & Expenses |
| 180 | \$52,163 | \$154 | \$52,317 |
| 194 | | | |
| 0 | | | |
| 374 | | | |
| 30 | \$13,336 | \$680 | \$14,016 |
| 20 | | | |
| 30 | | | |
| 14 | | | |
| 94 | | | |
| 94 | \$27,975 | \$7,300 | \$35,275 |
| 79 | | | |
| 43 | | | |
| 60 | | | |
| 276 | | | |
| 128 | \$14,480 | \$205 | \$14,685 |
| 0 | | | |
| 0 | | | |
| 0 | | | |
| 128 | | | |
| 127 | \$34,180 | \$822 | \$35,002 |
| 75 | | | |
| 72 | | | |
| 0 | | | |
| 274 | | | |
| 568 | \$162,780 | \$0 | \$162,780 |
| 456 | | | |
| 92 | | | |
| 1302 | | | |
| 0 | \$41,488 | \$195 | \$41,683 |
| 70 | | | |
| 51 | | | |
| 41 | | | |
| 0 | | | |
| 82 | | | |
| 59 | | | |
| 39 | | | |
| 0 | | | |
| 0 | | | |
| 0 | | | |
| 0 | | | |
| 0 | | | |
| 342 | | | |
| 0 | \$18,180 | \$0 | \$18,180 |
| 88 | | | |
| 36 | | | |
| 24 | | | |
| 0 | | | |
| 148 | | | |
| 138 | \$36,650 | \$200 | \$36,850 |
| 148 | | | |
| 46 | | | |
| 0 | | | |
| 332 | | | |
| 0 | \$192,581 | \$0 | \$192,581 |
| 570 | | | |
| 534 | | | |
| 338 | | | |
| 0 | | | |
| 154 | | | |
| 117 | | | |
| 87 | | | |
| 50 | | | |

| | | Principal LA | Staff LA | Admin | Labor | | Mileage / | Total Labor |
|-------------|------------------------------|--------------|-----------|----------|-------------|-----------|-----------|-------------|
| Task | Task/Subtask | \$ 130.00 | \$ 105.00 | \$ 69.00 | Hours Total | \$ Total | Expenses | & Expenses |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 21.0 | ROW Acquisition | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 21.1 | Appraisals/Appraisal Reviews | | | | 0 | | | |
| 21.2 | Negotiations | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 22.0 | Bidding & Award | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| 22.1 | Questions During Bidding | | | | 0 | | | |
| 22.2 | Addenda to the Bid Documents | | | | 0 | | | |
| | | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| 23.0 | Next Work Scope | \$ - | \$ - | \$ - | | \$0 | \$0 | \$0 |
| | | | | | 0 | | | |
| | | | | | 0 | | | |
| | Task Hours | 0 | 0 | 0 | 0 | | | |
| | | | | | | | | |
| TOTAL HOURS | | 86 | 236 | 10 | 332 | | | |
| LABOR COST | | \$ 11,180 | \$ 24,780 | \$ 690 | | \$ 36,650 | \$ 200 | \$ 36,850 |

| | | Labor | Mileage / | Total Labor |
|-------------|-----------|----------|------------|-------------|
| Hours Total | \$ Total | Expenses | & Expenses | |
| 0 | | | | |
| 1850 | | | | |
| | \$115,012 | \$1,939 | | \$116,951 |
| 657 | | | | |
| 548 | | | | |
| 0 | | | | |
| 1205 | | | | |
| | \$15,351 | \$0 | | \$15,351 |
| 54 | | | | |
| 76 | | | | |
| 0 | | | | |
| 0 | | | | |
| 130 | | | | |
| | \$4,100 | \$0 | | \$4,100 |
| 28 | | | | |
| 0 | | | | |
| 28 | | | | |
| 6,483 | | | | |
| \$ 728,276 | \$ 11,495 | | \$ | 739,771 |



City Council- Regular

Meeting Date: 08/23/2016

Subject: Release of Public Utility Easement

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 61: A Resolution authorizing the release of a portion of an existing public utility easement, located in the City of McMinnville, Yamhill County, Oregon.

BACKGROUND:

The owners of the property at 213 & 219 NE Fircrest Drive (tax lots R4423 01201 & 01203) have requested the release of an unused, unneeded public utility easement that crosses the subject parcels. The easement was dedicated by Partition Plat 1999-44, recorded as instrument 199920460, Yamhill County Plat Records, and is adjacent to right-of-way that was vacated by the City via Ordinance 4781 on April 8, 2003.

There are no known existing utilities within the easement area. Further, upon receipt of the request, notices were sent to public utilities requesting comments regarding the proposed public utility easement release. No utilities objected to the release of the easement, and the City does not need the easement area for sanitary sewer or storm drainage purposes. Therefore, the easement can be released.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution releasing the unneeded public utility easement.

Attachments

PUE Release Resolution
RESOLUTION EXHIBITS

PUBLIC UTILITY EASEMENT RELEASE

RESOLUTION NO. 2016 - 61

A Resolution authorizing the release of a portion of an existing public utility easement, located in the City of McMinnville, Yamhill County, Oregon.

RECITALS:

The purpose of this conveyance is to release a portion of the existing 10' wide public utility easement dedicated by Partition Plat 1999-44, recorded in Instrument No. 199920460, Yamhill County Plat records, more particularly described in attached Exhibit "A" and as shown by the attached Exhibit "B".

The easement area is not needed for public utility purposes and the release of the easement area will allow for the efficient development of the subject property.

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

1. That the City of McMinnville does hereby release the existing, unneeded public utility easement described herein, and the former easement will not be an impediment to issuance of a building permit on this property.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of August 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of August 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

After Recording

Return to:

City of McMinnville
231 NE Fifth Street
McMinnville OR 97128

EXHIBIT "A"

Date: 21 July 2016

PEG, LLC - Easement to be Released - Legal Description

A portion of that certain 10' wide P.U.E along the south line of Partition Plat 1999-44 in Section 23, Township 4 South, Range 4 West, City of McMinnville, Yamhill County, Oregon, the south line of said portion being more particularly described as follows:

Beginning at the southwest corner of said Partition Plat 1999-44; thence North $89^{\circ}52'34''$ East 245.78 feet along the south line of said Partition Plat 1999-44 to the beginning of a curve in said south line; thence easterly 10.46 feet along said south line which is a curve concave to the north having a radius of 20.00 feet (chord= North $74^{\circ}53'34''$ East 10.34 feet) to a point that is 10.00 feet west of the east line of Parcel 1 of Partition Plat 2003-18, when measured at right angles, as shown by Exhibit "B".

Leland MacDonald
MacDonald & Assoc.
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128
Phone: 503-472-7904




Legend

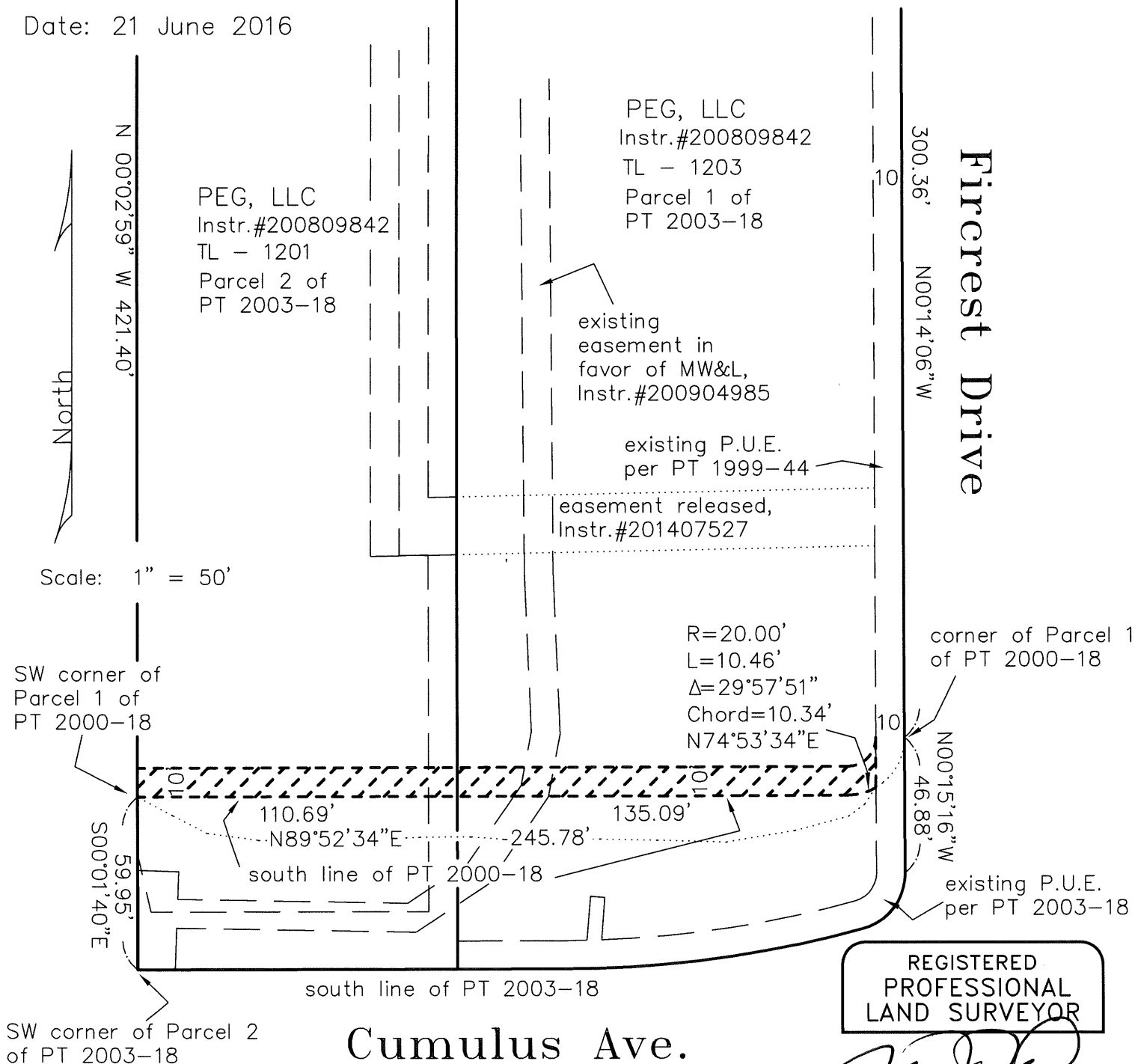
Location: SW 1/4 of Section
23, T. 4 S., R. 4 W., WM.,
City of McMinnville, Yamhill
County, OR

Tax Lot: 4423 - 1201 & 1203

Date: 21 June 2016

— — — — — = existing easement

 = portion of 10' wide existing
easement along the south
line of Partition
Plat 1999-44 to be released



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226

Expires 31 December 2016
m 7795

By: Leland MacDonald
Oregon 97128
Phone: 503-472-7904
Fax: 503-472-0367
Email: lee@macdonaldsurveying.com



City Council- Regular

Meeting Date: 08/23/2016

Subject: Acquisition of property from School
District No. 40 & Citizens Bank

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 – 62: A Resolution approving the acquisition of property from McMinnville School District No. 40 and Citizens Bank 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 McMinnville School District No. 40 and Citizens Bank.

The total purchase price for the properties is \$2,000.00, plus closing and escrow costs, as follows:

- McMinnville School District No. 40 – Dedication Deed – \$500.00
- Citizens Bank – Dedication Deed – \$1,500.00

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the purchase of property from McMinnville School District No. 40 and Citizens Bank.

Attachments

MSD-Citizens Bank Resolution
McM SCHOOL DIST DEED
CITIZENS BANK DEED

RESOLUTION NO. 2016 - 62

A Resolution approving the acquisition of property from McMinnville School District No. 40 and Citizens Bank 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 McMinnville School District No. 40 and Citizens Bank.

The total purchase price for the properties is \$2,000.00, plus closing and escrow costs, as follows:

- McMinnville School District No. 40 – Dedication Deed – \$500.00
- Citizens Bank – Dedication Deed – \$1,500.00

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

1. That the acquisition of property from McMinnville School District No. 40 and Citizens Bank for the 5th Street transportation bond project, at the total purchase price of \$2,000.00, 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 23rd day of August 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of August 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

GRANTOR: Yamhill School District No. 40
GRANTEE: City of McMinnville, Oregon
CONSIDERATION: \$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

SCHOOL DISTRICT NO. 40 OF YAMHILL COUNTY, OREGON, ALSO KNOWN AS MCMINNVILLE SCHOOL DISTRICT NO. 40, GRANTOR(S), 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 \$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 12th day of August, 2016.

Maryalice Russell

Name: Maryalice Russell

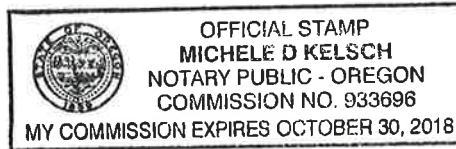
Title: Superintendent

Superintendent

Name:

Title:

State of Oregon)
) ss.
County of Yamhill)



This record was acknowledged before me on 8/12/2016 by Maryalice Russell
[as Superintendent of McMinnville School Dist.].

Michele D. Kelsch

Notary Public for Oregon

My Commission Expires: 10/30/2018

State of Oregon)
) ss.
County of Yamhill)

This record was acknowledged before me on _____ by _____
[as _____ of _____].

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 4421BA10500

File 011

Parcel 1 – Fee

A parcel of land lying in the NE1/4 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 those documents to School District No. 40 of Yamhill County, Oregon, also known as McMinnville School District No. 40, recorded under Documents: Book Q, Page 51; Book Y, Page 547; Book 55, Page 42, Deed Records of Yamhill County, said parcel being that portion of said property Southwesterly of the following described line:

Beginning at a point opposite and 45.48 feet Northerly of Engineer's Station 127+25.00 on the center line of NE 5th Street; thence Easterly in a straight line to a point opposite and 45.48 feet Northerly of Engineer's Station 127+32.15 on said center line; thence Southerly in a straight line to a point opposite and 39.33 feet Northerly of Engineer's Station 127+32.15 on said center line; thence Southeasterly in a straight line to a point opposite and 25.00 feet Northerly of Engineer's Station 127+48.17 on said center line.

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

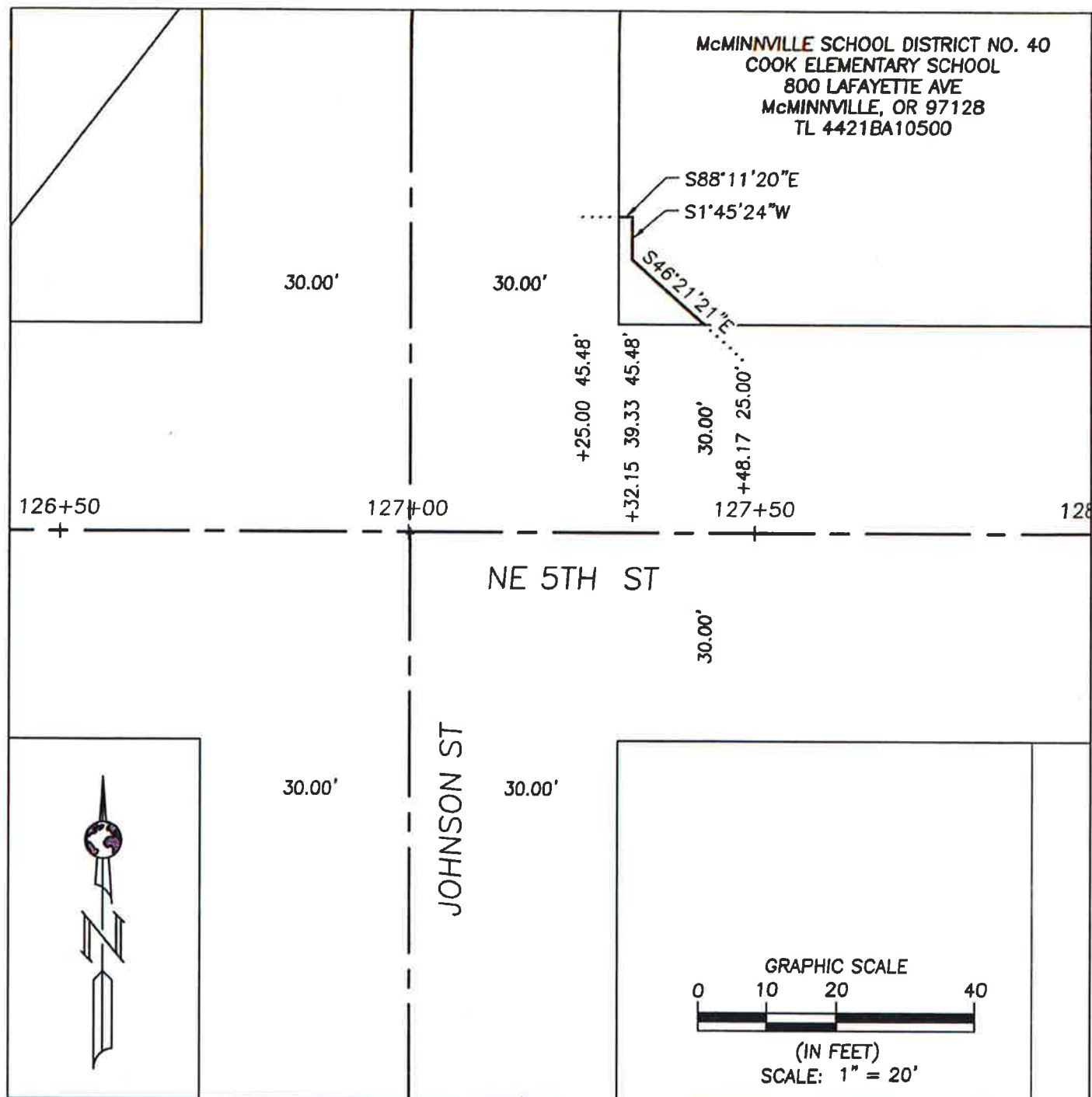
Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance 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 78 square feet, more or less, outside the existing right of way.



5/11/2016



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16
5/11/2016

EXHIBIT B

5TH STREET RIGHT OF WAY ACQUISITION - FILE 011
McMINNVILLE SCHOOL DISTRICT NO. 40
COOK ELEMENTARY SCHOOL
800 LAFAYETTE AVE, McMINNVILLE
NW 1/4 SECTION 21, T4S, R4W, W.M.,
YAMHILL COUNTY, OREGON

DATE APRIL 29, 2016

JOB NO. 2015010

bluedot
group

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

GRANTOR: Citizens Bank
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

CITIZENS BANK, AN OREGON BANKING CORPORATION, GRANTOR(S), 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 9th day of August, 2016.

Citizens Bank
by [Signature]
Name: Bill Hubel
Title: EVP & COO

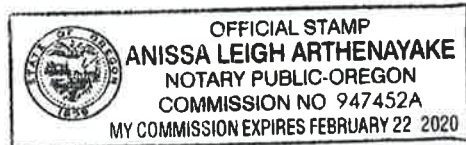
Name:

Title:

State of Oregon)
) ss.

County of Benton)

This record was acknowledged before me on 8/9/2016 by Bill Hubel
[as EVP & COO of Citizens Bank].



State of Oregon)
) ss.

County of _____)

[Signature]
Notary Public for Oregon
My Commission Expires: 2-22-2020

This record was acknowledged before me on _____ by _____
[as _____ of _____].

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 4420AD03400

File 004

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Citizens Bank recorded February 5, 1999 as Document No. 199902493, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land variable in width lying on the Southerly side of the center line of NE 5th Street, which center line 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.

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

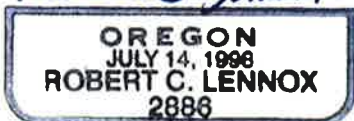
| Station | to | Station | Width on South Side of Center Line |
|-----------|----|-----------|------------------------------------|
| 102+46.00 | | 102+59.74 | 32.00 |
| 102+59.74 | | 102+75.08 | 32.00 in a straight line to 44.00 |

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

This parcel of land contains 89 square feet, more or less, outside the existing right of way.

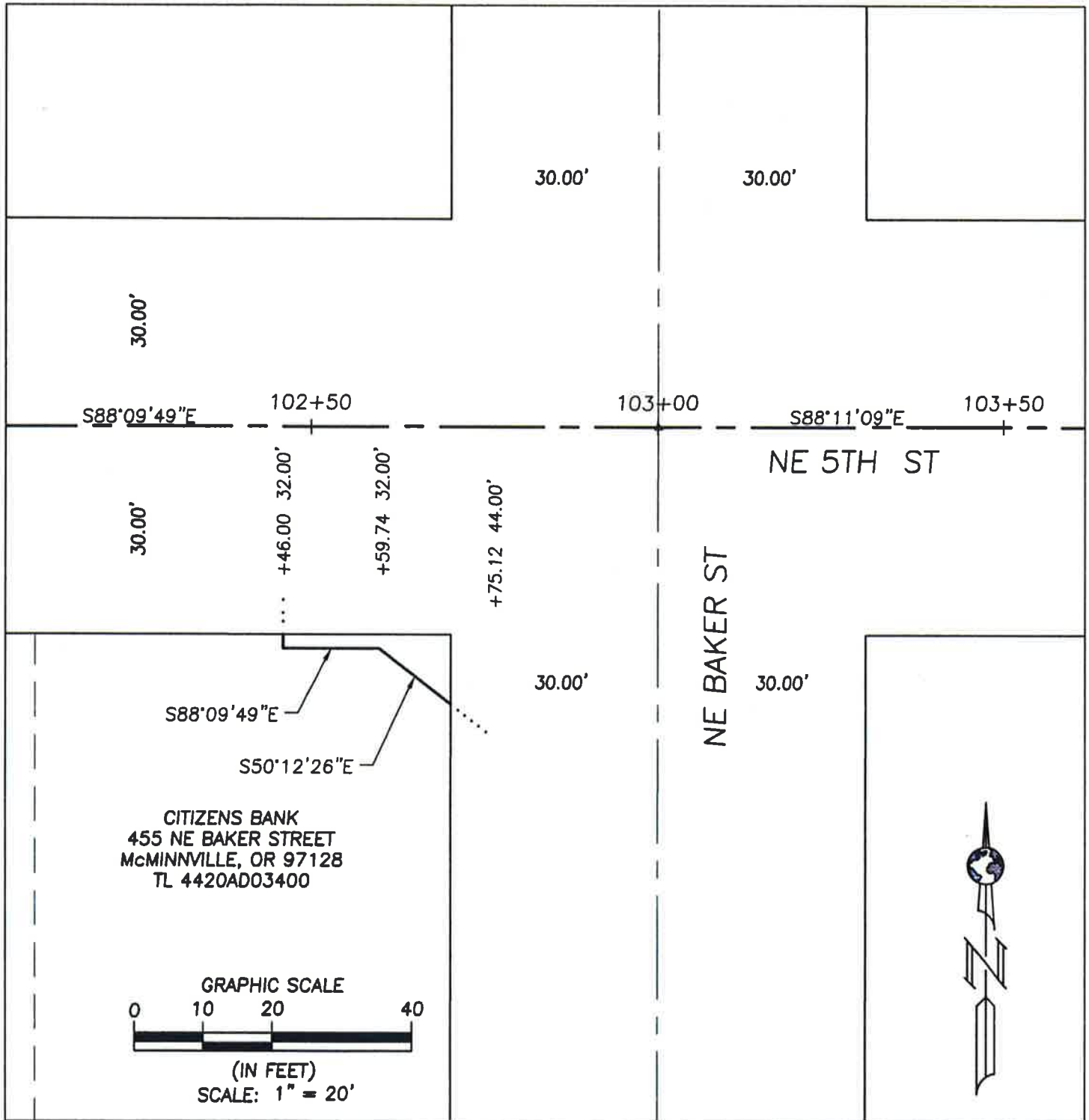


Robert C. Lennox



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 004

CITIZENS BANK

455 NE BAKER STREET McMINNVILLE

NE 1/4 SECTION 20, 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: 08/23/2016

TOPIC

Presentation of the City of McMinnville's Emergency Preparedness Plan



City Council- Regular

Meeting Date: 08/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City of McMinnville Building Division Report for the Period Ending July 31, 2016

BACKGROUND:

Please see attached Building Division Report

Attachments

Building Division Report

City of McMinnville

C404 - Privately Owned

Between 07/01/2016 and 07/31/2016

| | Class Code | Permits | Bldgs | Houses | Valuation |
|--|---------------|---------|-------|--------|-------------|
| | | 62 | 24 | 24 | \$216,310 |
| | Sub-Totals: | 62 | 24 | 24 | \$216,310 |
| <u>Section I - Residential HouseKeeping Buildings</u> | | | | | |
| One-Family Houses Detached | 101 | 8 | 8 | 8 | \$2,017,016 |
| Two-Family Buildings | 103 | 2 | 2 | 4 | \$474,932 |
| | Sub-Totals: | 10 | 10 | 12 | \$2,491,948 |
| <u>Section III - New Non-Residential Buildings</u> | | | | | |
| Other Nonresidential Building | 328 | 2 | 2 | 0 | \$43,639 |
| | Sub-Totals: | 2 | 2 | 0 | \$43,639 |
| <u>Section IV - Additions & Alterations</u> | | | | | |
| Add or Alter Dwellings | 434 | 2 | 0 | 0 | \$69,618 |
| Add or Alter All Other Buildings and Structures | 437 | 1 | 0 | 0 | \$750,000 |
| | Sub-Totals: | 3 | 0 | 0 | \$819,618 |
| <u>Section V - Demolitions</u> | | | | | |
| Demolish One-Family Buildings | 645 | 1 | 1 | 1 | \$4,600 |
| | Sub-Totals: | 1 | 1 | 1 | \$4,600 |
| | Grand-Totals: | 78 | 37 | 37 | \$3,576,115 |

Activity Summary Totals Report

Category: BLDG

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

| Type | # of Permits | Total Fees | Total Valuation |
|-----------------|--------------|---------------------|-----------------------|
| BLDCOMBO | | | |
| ACOM | 1 | \$6,332.14 | \$750,000.00 |
| ASFR | 2 | \$1,600.67 | \$69,617.70 |
| NDUP | 2 | \$23,314.02 | \$474,932.40 |
| NOTH | 1 | \$756.55 | \$27,000.00 |
| NSFR | 8 | \$68,867.21 | \$2,017,015.83 |
| BLDMAJOR | | | |
| NGAR | 1 | \$321.22 | \$16,638.72 |
| BLDMINOR | | | |
| FOUN | 1 | \$401.76 | \$21,210.00 |
| OTHR | 3 | \$1,511.82 | \$154,800.00 |
| PATI | 1 | \$62.09 | \$1,500.00 |
| ROOF | 2 | \$457.48 | \$38,800.00 |
| DEMO | | | |
| RES | 1 | \$80.95 | \$4,600.00 |
| MECH | | | |
| COM | 2 | \$107.52 | \$0.00 |
| PUB | 1 | \$202.72 | \$0.00 |
| RES | 14 | \$778.37 | \$0.00 |
| MISC | | | |
| | 18 | \$3,670.00 | \$0.00 |
| PLUM | | | |
| COM | 3 | \$784.18 | \$0.00 |
| PUB | 1 | \$0.00 | \$0.00 |
| RES | 16 | \$921.76 | \$0.00 |
| Total: | 78 | \$110,170.46 | \$3,576,114.65 |

City of McMinnville - Account Summary Report

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

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 | \$2,916.30 |
| | | <hr/> |
| | | \$2,916.30 |

| | | |
|--------------------------|-------------------------------|-------------|
| Account Code: 70-4400-05 | 1000 PERMIT FEES-BUILDING | \$17,313.84 |
| Account Code: 70-4400-05 | 1300 PLAN REVIEW-BUILDING | \$14,647.49 |
| Account Code: 70-4400-05 | 1400 PLAN REV-FIRE LIFE SAFTY | \$1,216.76 |
| | | <hr/> |
| | | \$33,178.09 |

| | | |
|--------------------------|-----------------------------|------------|
| Account Code: 70-4400-10 | 1100 PERMIT FEES-MECHANICAL | \$2,092.35 |
| Account Code: 70-4400-10 | 1310 PLAN REVIEW-MECHANICAL | \$0.00 |
| | | <hr/> |
| | | \$2,092.35 |

| | | |
|--------------------------|---------------------------|------------|
| Account Code: 70-4400-15 | 1200 PERMIT FEES-PLUMBING | \$4,896.00 |
| | | <hr/> |
| | | \$4,896.00 |

Total Posted Amount: \$43,082.74