

**CITY COUNCIL MEETING  
McMinnville, Oregon**

**AGENDA**

**McMINNVILLE CIVIC HALL  
200 NE SECOND STREET**

**September 13, 2016  
6:00 p.m. – Informal Dinner Meeting  
7:00 p.m. – Regular Council Meeting**

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

***NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m. The meeting will include an Executive Session pursuant to ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.***

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

*The Mayor may limit the duration of these comments.*

1. CONSENT AGENDA

- a. Consider Minutes of the May 24, 2016 Dinner and Regular Meetings
- b. **Resolution No. 2016-63:** Approving a contract with Western Financial Group for Municipal Advisory Services

2. APPOINTMENTS

- a. Appointment of City Recorder

3. OLD BUSINESS

- a. Bag It Better Update

4. RESOLUTIONS

- a. **Resolution No. 2016-64:** Ratifying a contract with Express Employment Professionals
- b. **Resolution No. 2016-65:** Approving entering into a contract with Talbot, Korvola & Warwick LLP for accounting services

5. ADVICE / INFORMATION ITEMS

- a. Reports from Councilors on Committee and Board Assignments
- b. Department Head Reports
- c. Citizen Survey Overview and Timeline
- d. Cash and Investment Reports - May and June 2016

6. ADJOURNMENT



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

City Manager's Summary Memorandum

**BACKGROUND:**

Please see attached memorandum

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**Attachments**

Summary Memorandum

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**DATE:** Sep 7, 2016

**TO:** Mayor and City Council

**FROM:** Martha Meeker, City Manager

**SUBJECT:** Agenda for the September 13<sup>th</sup> 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 24<sup>TH</sup> 2016 DINNER AND REGULAR SESSIONS**

### **RESOLUTION APPROVING A CONTRACT WITH WESTERN FINANCIAL GROUP**

The City is exploring options for issuing debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. To provide guidance during the debt issuance process, it is in the City's best interest to contract with a Municipal Advisor and in the past, the City has successfully utilized Western Financial Group (WFG). As such, the staff is recommending securing their services again. WFG is a respected public finance consulting firm specializing in providing financial counsel to governments and non-profits since 1995.

### **REGULAR AGENDA**

### **APPOINTMENT**

In July, the City advertised for a new City Recorder / Legal Assistant in the News Register and on multiple online venues and ultimately received 15 applications for the position. Reviews and an initial round of interviews were conducted by the Mayor, Councilor Hill, the City Manager, the City Attorney and the HR Director and these were followed by a subsequent second round of interviews conducted by the same group minus the Mayor. As a result, a primary candidate has been identified for consideration by the Council for appointment to the City Recorder position. Material supporting the nomination will be presented at the Council session.

## **PRESENTATION**

### **Zero Waste - Bag it Better**

On April 26<sup>th</sup>, the McMinnville chapter of Zero Waste participated in a work session with the Council to discuss the “Bag it Better” initiative which is focused on restricting the distribution of single use plastic bags within McMinnville. Since that time, they have continued their outreach with the business community to explore the effects on smaller businesses such as small market retailers and gas stations. This presentation will provide feedback on the group’s latest outreach and will explore issues seen from other cities in Oregon that have already implemented their own version of “Bag it Better” initiatives.

## **RESOLUTIONS**

### **Ratifying an Agreement with Express Employment Professionals**

Currently, the Finance Department is experiencing personnel vacancies in the Accounts Payable and Ambulance Billing areas. As a result, the staff is requesting the ability to utilize Express Employment Professionals to allow the City to immediately contract for the services of experienced office and accounting individuals. The agreement would also allow for the City to immediately contract for similar services, as needs arise in other departments.

### **Approving an Agreement with Talbot, Korvola and Warwick LLP for Accounting Services**

In recent years, the Finance Department has prepared the City’s fiscal year-end financial statements utilizing staff accountants and the assistance of a Certified Public Accountant. This year, due to the departure of the Finance Department’s account II in March and the extended time frame involved in finding a back fill, the staff is requesting to contract these services with Talbot, Korvola and Warwick LLP.



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Consider Minutes of the May 24, 2016 Dinner and Regular Meetings

**BACKGROUND:**

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**Attachments**

May 24, 2016 Minutes

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

Tuesday, May 24, 2016, at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

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

Also present were City Manager Martha Meeker, City Attorney David Koch, Fire Chief Rich Leipfert, Information Systems Director Scott Burke, Parks and Recreation Director Jay Pearson, Kids on the Block Manager Janet Adams, and a member of the news media, Don Iler of the *News Register*.

DINNER

CALL TO ORDER: Mayor Olson called the meeting to order at 6:25 p.m. and advised that Councilor Ruden would be available at the Regular City Council Meeting to provide a quorum for those items that needed a vote.

FIRE DEPARTMENT OPERATIONS: Fire Chief Leipfert reviewed his presentation and explained that the Department currently operates by national standards set for combination (paid/volunteer) departments. This standard requires a four-person crew to be assembled before entering an active fire scene. He explained that the Department's union members have raised concerns about safety issues involved with a two-person engine company, even though staff would not enter an active fire scene without a four-person team assembled. He advised that policy had not yet been written on this subject. He stated he wanted the City Council to understand the challenges that staff has regarding staffing.

Mayor Olson said he understood from the Chief's comments that he was asking the Council to have the faith and confidence in him ability to implement needed changes and that nothing is, as yet, set in stone.

APPOINTMENTS TO THE McMinnville AFFORDABLE HOUSING TASK FORCE: City Manager Meeker reviewed the recommended names of individuals for the Affordable Task Force Committee.

OVERVIEW OF NEW CITY WEBSITE: Information Systems Director Burke gave a brief overview of the City's new website and advised the website would "go live" on June 1, 2016. Web address will be [www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

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

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Rose A. Lorenzen, Recording Secretary

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

Tuesday, May 24, 2016, at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

|             |                |                                |
|-------------|----------------|--------------------------------|
| Councilors: | <u>Present</u> | <u>Excused Absence</u>         |
|             | Remy Drabkin   | Larry Yoder                    |
|             | Kevin Jeffries | Alan Ruden                     |
|             |                | (by telephone until 7:38 p.m.) |
|             |                | Kellie Menke                   |
|             |                | Scott Hill                     |

Also present were City Manager Martha Meeker, City Attorney David Koch, Fire Chief Rich Leipfert, Police Chief Matt Scales, IS Director Scott Burke, and members of the news media, Don Iler of the *News Register*, Jerry Eichten of MCM, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:00 p.m. and welcomed all in attendance. He noted for the record that Councilors Hill, Menke, and Ruden had been excused from the evening's meeting, although to have a quorum for the evening's meeting, Councilor Ruden was listening and available for comment and voting by phone.

PLEDGE OF ALLEGIANCE: Councilor Yoder let the pledge of allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Olson asked for comments from citizens on topics not on the evening's agenda. Mark Davis, 652 SE Washington Street, spoke to the City Council about the budget process. Mr. Davis was at the May 18, 2016 Budget Meeting and noted that a vast majority of the meeting time was spent on less than 1/10<sup>th</sup> of one percent of the \$100,000,000 budget. Mr. Davis would like to be optimistic that the Budget Committee understands the well written budget document. If that is the case, he would like to see a written policy on the money expended for community groups. For example, a time limit of five to ten minutes per person be adopted. More than 2 hours of a three and a half hour meeting were spent on those presentations.

Mayor Olson stated the Council has discussed that and appreciated Mr. Davis' comments.



Consent Agenda: Councilor Yoder MOVED to approve the items within the Consent Agenda, including the minutes of the February 3, 2016 Dinner and Regular Meeting minutes, the minutes of the March 2, 2016 City Council retreat, and Resolution No. 2016-29, a Resolution regarding the award of the contract for the construction of the 2016 Street Repair & Repaving Transportation Bond Project, Project 2016-5; SECONDED by Councilor Drabkin,. Motion PASSED unanimously.

1

NEW BUSINESS

1 a

PRESENTATION: VISIT MCMINNVILLE BUDGET PRESENTATION: Mayor Olson welcomed Visit McMinnville Executive Director Jeff Knapp. Mr. Knapp, 1036 NE Cowls Street, stated he would like to present Visit McMinnville's 2016-2017 fiscal year Business Plan and budget and an update of the past year. Mr. Knapp introduced the Chair of Visit McMinnville, Erin Stephenson, and Marketing Manager, Kitri McGuire. Copies of the presentation were provided for each Councilor. Mr. Knapp informed the Council of Visit McMinnville's Board Members and gave their occupations.

Mr. Knapp described the purpose and mission of Visit McMinnville and how success is measured through the Transient Lodging Tax (TLT) collections, occupancy, and traffic to the Visit McMinnville website.

Fiscal year 2016 has been a very busy year for Visit McMinnville. The website was launched and had over 2500 unique visits since February 2016. A variety of print ads, TV ads, and digital ads have been produced and distributed through various media outlets such as Comcast, Xfinity, Pandora, Oregon Public Broadcasting, and print magazines. The Wine Walk has begun with free passports for participants. It is a safe and fun way for visitors to enjoy wine tasting. The Walk represents a partnership between the downtown and the museum. They have just completed their first "mobile app". The app will track the progress on the "trail." The passport has been designed in a unique size that will be included as an insert in magazines.

Visit McMinnville has launched a community awareness campaign that will market Visit McMinnville within the community. As part of their 2017 Goals and Objectives, they are saturating Oregon with Visit McMinnville's message. The intent is to increase the TLT proceeds by at least nine percent; have at least 250,000 "hits" on Visit

McMinnville's website; and, consistent with their message, have 40 percent of the people in our state see three of the things Visit McMinnville offers. During the shoulder and low seasons, Mr. Knapp said that they will launch a promotional campaign to make tourism year-round. The organization is expanding its current branding campaign through radio, television, and print. A new video will be launched and a second mini-guide will be printed to take the organization to the end of fiscal year 2017-18.

Mr. Knapp explained that their 2017 budget is very aggressive in nature and with their campaign to increase TLT funds by nine percent; they will realistically have more than the projected \$500,000. The budget includes spending reserve funds in order to implement as much marketing as possible in the next year.

Responding to an inquiry from Councilor Yoder, Mr. Knapp explained that Visit McMinnville started this year with two years of funding and a carryover of about \$290,000. They have completed a three-year, long-term budgeting forecast with their Finance Manager Scott Greenstone and they have determined that this is where they need to be. Additionally, the reserve policy is to hold back \$75,000; to cover three months of operations.

Mayor Olson advised the Council that a vote was needed to approve Visit McMinnville's 2016 - 17 Business Plan. Councilor Drabkin MOVED to approve Visit McMinnville's 2017 Business Plan; SECONDED by Councilor Jeffries. Motion PASSED unanimously.

2 d

APPOINTMENTS TO THE McMINNVILLE AFFORDABLE HOUSING TASK FORCE: Mayor Olson explained that the following citizens to appointed to the McMinnville Affordable Housing Task Force: Sherl Hill, Jon Johnson, Elise Hui, Jeff Sergeant, Derrick Price, and Alan Ruden. Councilor Drabkin MOVED to appoint those individuals to the McMinnville Affordable Housing Task Force; SECONDED by Councilor Yoder. Motion PASSED unanimously.

LOSS OF QUORUM: Quorum was lost at 7:38 p.m.

2 b

FIRE DEPARTMENT OPERATIONS DISCUSSION: Chief Leipfert advised that there have been concerns voiced from the union employee group regarding fire scene safety, administrative responsibilities, and the role of the Battalion Chief. He referenced his memorandum located in the Council's informational packet and advised that the Department,

because of heavy call volume, is relying more and more on the Department's volunteers.

Chief Leipfert discussed proposed changes to the staffing model that the Department currently uses. These would include changing from current practice of having a three-person engine respond to a fire (currently including the Battalion Chief [BC]) to a two-person engine with a lieutenant and an operator. The BC would be moved to a "chief vehicle" and be available to act as incident commander and to manage resources on the fire scene and would continue to be responsible for the safety of the crews on the incident. The engine company would continue to respond to all calls as is current practice. If the call is to a working fire, all EMS units would respond to assist in the firefighting efforts. Current response times allow enough personnel to enter into the fire safety, even without the BC. This practice would continue with the two-person engine model, except ambulance personnel, if available, would swing over to the engine at the station, before going en-route. This would enable the Department to have a four-person engine company respond to a call, without counting the BC as part of the minimum staffing levels. This model would allow for a solid, continuous incident manager on scene at all times. Currently, the BC is managing strategic operations as well as making tactical decisions while donning breathing apparatus and entering the fire with the crew.

Chief Leipfert explained that the new model would include the creation of an Acting in Capacity (AIC) role for qualified personnel. If the Lieutenant needs to fill in for the BC, the AIC will be trained and qualified to fill in for the Lieutenant.

Chief Leipfert discussed the "pros" and "cons" of the proposed model which include: improved scene safety and command continuity; fewer delays in a Chief Officer arriving to the scene; more opportunities for partnerships with mutual aid agencies; improved supervision of outlying stations; improved opportunities for line staff to take vacation time; reduced mandatory holdover due to sick leave; reduction of work back requirements; clearing the lines of authority between the BC and the Lieutenant; increased BC administrative productivity; more upward mobility opportunity through the creation of the AIC position; improved command equipment continuity; and the BC's availability for single resource responses frees up other units.

"Cons" that Chief Leipfert pointed out included studies done by the International Association of Fire Fighters (IAFF) that show potential for increased risk due to staffing less than a four-person fire apparatus; perception that it reduces opportunity for engine shifts for line staff; does not increase staffing; increases the possibility of arriving on scene with a two-person engine and needing more staff immediately; and the City's union does not support the changes.

In summary, Chief Leipfert stated that while this is not the best solution, given the challenges the Department faces, this model provides the best opportunities.

Following a question and answer period, Mayor Olson asked for audience participation in the discussion.

Sam Keeran, President of the McMinnville Fire Fighters (AIFF 1099), advised that his concern was safety related issues associated with a two-person engine crew. With medical calls increasing, staff's availability to respond with a full company goes down. He stated that in his opinion, this model would greatly reduce effectiveness at the fire scene and affects the safety of the firefighters. He felt that staff should be added.

Brian Smith spoke as a concerned citizen about the fire service in McMinnville. He stated he would be opposed to any proposal that would staff a first out two-person engine. He acknowledged the community's support for the Fire Department and suggested that a levy for additional funding be put out to the voters.

Karl Kinney spoke about the impact of the increase in work load for a two-person engine company. He suggested that the IAFF could assist in obtaining SAFER grants. He emphasized that this is a moral imperative and suggested the hiring of three additional personnel.

Dean Yoder, 673 NW Jefferson, stated that he was a firefighter for Tualatin Valley Fire and Rescue. He reminded the Council that several years ago, the citizens were asked to come together to prioritize their concerns. He remembered that public safety was the most important.

Following additional discussion, Mayor Olson stated that he believed there was a lot of agreement in terms of what needed to happen and additional personnel was needed. He

asked that the Chief continue to work on ways to utilize grants and other funding options to address the staffing needs. He stated that a Work Session on this matter was needed.

City Manager Meeker suggested August as a time frame for the Work session.

Mayor Olson thanked Chief Leipfert and all of those who spoke on the topic for their thoughtful comments.

2 c PRESENTATION OF KIDS ON THE BLOCK AND AFTER SCHOOL KIDS PROGRAMS: Mayor Olson advised that the Kids on the Block presentation originally scheduled for this meeting had been postponed until all of the Council can be present.

3 ADVICE / INFORMATION ITEMS

3 a REPORTS FROM COUNCILORS ON COMMITTEE AND BOARD ASSIGNMENTS: Each Councilor present gave a brief report.

3 b DEPARTMENT HEAD REPORTS: Each department head present gave a brief report.

4 ADJOURNMENT: Mayor Olson adjourned the meeting at 8:51 p.m.

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Rose A. Lorenzen, Recording



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:** Debt issuance financial advisory services

**From:** Marcia Baragary, Finance Director

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**AGENDA ITEM:**

**Resolution No. 2016-63:** Approving a contract with Western Financial Group for Municipal Advisory Services

**BACKGROUND:**

The City is exploring options for issuing debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. It is in the City's best interest to contract with a Municipal Advisor to provide guidance during the debt issuance process. In the past, the City has contracted with Western Financial Group (WFG) to provide this guidance. WFG is a respected public finance consulting firm that specializes in providing financial counsel to governments and is well qualified to provide municipal advisory services to the City.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution approving the contract with Western Financial Group for municipal advisory services

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**Attachments**

Western Financial Resolution  
WFG Engagement Letter

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RESOLUTION NO. 2016 - 63

A Resolution approving a contract with Western Financial Group for Municipal Advisory Services

RECITALS:

The City is exploring options for issuing debt to finance Alpine Avenue street improvements and to replace an existing PERS liability with debt carrying a lower interest rate. To provide guidance during the debt issuance process, it is in the City's best interest to contract with a Municipal Advisor.

In the past, the City has contracted with Western Financial Group (WFG) to provide this guidance. WFG is a respected public finance consulting firm that has specialized in providing financial counsel to governments and non-profits since 1995. WFG is well qualified to provide municipal advisory services to the City.

Professional services provided by WFG include assisting with evaluation of potential funding sources, providing advice on structuring, pricing, and sale of financings, and coordinating and carrying out bond sales or bank placements.

The City desires to enter into a contract with Western Financial Group to provide municipal advisory services related to the City's issuance of debt.

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

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

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of September 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 13th day of September 2016.

\_\_\_\_\_  
MAYOR

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY



August 3, 2016

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

RE: Engagement Letter

Dear Marcia

This letter specifies the terms of the engagement between Western Financial Group, LLC (“WFG”), located in Portland and the City of McMinnville (“McMinnville” or “the City”).

### **Scope of Municipal Advisory Activities to be Performed**

Upon request of the City, WFG will:

- Assist the City with development of financing plans and the evaluation of potential funding sources for capital projects
- Provide professional advice on structuring, pricing, and sale of the City’s financings
- Coordinate and carry out competitive or negotiated bond sales or bank placements, including review of bond and offering documents, coordination of the financing team, rating agency relations and rating agency presentation, draft RFPs, solicit bids, negotiate with banks, assist with closings
- Attend City meetings, as requested, held to discuss or explain financing plans, debt management and debt issues
- Provide professional advice on a specific project basis, and general consultation on public finance matters
- Provide additional services as requested by the City
- If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, WFG will review all third party recommendations submitted to WFG in writing by the City.

### **Term of Engagement Agreement**

The commencement date of the agreement is the date this Agreement is executed.



## **Termination of Engagement Agreement**

Either the City or WFG may terminate this Agreement at any time upon written notice to the other party. If the Agreement is terminated by the City without cause, WFG will be compensated for its time to the date of termination for services rendered.

## **Compensation and Out-of-Pocket Expenses**

For serving as Financial Advisor on the bank placement to fund McMinnville's PERS transitional liability, WFG proposes a fixed fee of \$8,500. This includes services provided to-date.

For serving as Financial Advisor on the bank placement for McMinnville's URA, WFG proposes a fixed fee of \$8,500. This includes services provided to-date.

If both of the PERS liability and URA financings are done as a bank placement, at the same time, with two series, we would propose a fixed fee of \$15,000.

WFG will be glad to provide quotes for other financings upon request as addendum to this agreement. Without a fixed fee arrangement, we would bill hourly. WFG's hourly rate is \$230 during fiscal year ending June 30, 2017, adjusted on July 1, 2017 and annually thereafter based on the Portland CPI. For services provided outside of a fixed-fee arrangement, or on fixed fee arrangements where a financing is abandoned after work has started, WFG will bill for services rendered based on its hourly rate.

Out-of-pocket expenses including travel expenses (e.g. rating agency presentation), mileage, conference call charges, and third-party expenses will be invoiced to the City at cost with no mark-up. We anticipated very little to no out-of-pocket expenses if no rating trip takes place.

## **Fiduciary Duty**

WFG is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, WFG has a fiduciary duty to McMinnville and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

#### Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide McMinnville with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to McMinnville's determination as to whether to proceed with a course of action or that form the basis for any advice provided to McMinnville; and
- d) undertake a reasonable investigation to determine that WFG is not forming any recommendation on materially inaccurate or incomplete information; WFG must have a reasonable basis for:
  - i. any advice provided to or on behalf of McMinnville;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by McMinnville, any other party involved in the municipal securities transaction or municipal financial product, or investors in McMinnville securities; and
  - iii. any information provided to McMinnville or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

#### Duty of Loyalty:

WFG must deal honestly and with the utmost good faith with McMinnville and act in McMinnville's best interests without regard to the financial or other interests of WFG. WFG will eliminate or provide full and fair disclosure (included herein) to McMinnville about each material conflict of interest (as applicable). WFG will not engage in municipal advisory activities with McMinnville as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in McMinnville's best interests.

#### **Conflicts of Interest and Other Matters Requiring Disclosures**

- As of the date of the Agreement, there are no actual or potential conflicts of interest that WFG is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If WFG becomes aware of any potential conflict of interest that arises after this disclosure, WFG will disclose the detailed information in writing to McMinnville in a timely manner.
- The fee paid to WFG increases the cost of investment to McMinnville. The increased cost occurs from compensating WFG for municipal advisory services provided.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to McMinnville.

- WFG does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by WFG;
- WFG has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- WFG has not received any payments from third parties to enlist WFG's recommendation to McMinnville of its services, any municipal securities transaction or any municipal finance product;
- WFG has not engaged in any fee-splitting arrangements involving WFG and any provider of investments or services to McMinnville;
- WFG has a potential conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which WFG is providing advice (e.g. a refunding will increase the fee to WFG and a complete financing will generate income to WFG);
- WFG does not have any other engagements or relationships that might impair WFG's ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City, as applicable; and
- WFG does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

### **Legal Events and Disciplinary History**

WFG does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. McMinnville may electronically access WFG's most recent Form MA and most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

### **Recommendations**

If WFG makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by McMinnville and is within the scope of the engagement, WFG will determine, based on the information obtained through reasonable diligence of WFG whether a municipal securities transaction or municipal financial product is suitable for McMinnville. In addition, WFG will inform McMinnville of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

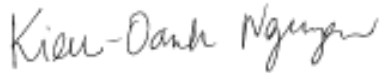
- the basis upon which WFG reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for McMinnville; and
- whether WFG has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If McMinnville elects a course of action that is independent of or contrary to the advice provided by WFG, WFG is not required on that basis to disengage from McMinnville.

If there are any questions regarding the above, please do not hesitate to contact me at 503-249-1412. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy.

Sincerely,

Western Financial Group



By: \_\_\_\_\_  
Kieu-Oanh Nguyen, Partner

Agreed to and Accepted as of \_\_\_\_\_[Date]:

City of McMinnville

By: \_\_\_\_\_  
[Individual Name, Title]



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Appointment of City Recorder

**BACKGROUND:**

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**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

APPOINTMENTS

**BACKGROUND:**

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**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Bag It Better Update

**BACKGROUND:**

Please see the attached memorandum from City Manager Martha Meeker.

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**Attachments**

Bag it Better 9-13-2016 PDF

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**City Council - Regular**

**Meeting Date:** 09/13/2016

**Subject:** "Bag it Better" Initiative

**From:** Martha Meeker,  
City Manager

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**AGENDA ITEM:**

Zero Waste presentation on the restriction of single use carry out plastic bags.

**BACKGROUND:**

On April 26<sup>th</sup>, the McMinnville chapter of Zero Waste participated in a work session with the Council to discuss the "Bag it Better" initiative which is focused on restricting the distribution of single use plastic bags within McMinnville. Since that time, they have continued their outreach with the business community to explore the effects on smaller businesses such as small market retailers and gas stations. This presentation will provide feedback on the group's latest outreach and will explore issues seen from other cities in Oregon that have already implemented their own version of "Bag it Better" initiatives.

**DISCUSSION POINTS:**

Below is a summary of the main issues surrounding the "Bag it Better" campaign and follows the same vein of discussions seen in other Oregon cities such as Ashland, Corvallis, Eugene, Portland and most recently Forrest Grove.

Why implement a restriction on single use carryout plastic bags?

The goal of restricting single use carryout bags would be to alter the culture of "single use and throw away" while also addressing litter and the practical issues surrounding single use plastic bags clogging machinery.

What plastic bags would be prohibited?

Single use plastic carryout bags provided at the point of sale. Currently, Ashland, Eugene, Forrest Grove and Portland use 4 mils as the breaking point between reusable and single use. Corvallis is the other city in Oregon with regulations



prohibiting single use plastic bags but they chose to use 2.25 mils. A 'mil' is an industry term equaling one thousandth of an inch and Zero Waste will have samples of both types of bags for the Council's review.

What businesses would be affected?

Any store or vendor located within or doing business within the geographical limits of the city that sells or offers for sale goods at retail would be affected. Discussion in this area from other cities has generally focused on whether to exclude small businesses, and Zero Waste will provide feedback from various local businesses who employ less than 10 full-time employees during the Council presentation.

What about farmers' markets, street fairs, festivals and events?

Currently, it is envisioned retail vendors at these events would need to comply with the restriction.

Would any businesses be exempt from the restriction?

Food providers would be able to distribute single use plastic carryout bags for the purpose of transporting hot prepared take-out foods and prepared liquids intended for consumption away from the food provider's premises. Several cities also added a clause allowing an establishment to petition the city manager or designee for a one year exemption if they could show an undue hardship. Should the Council wish to follow their lead, the definition of "undue hardship" would need to be established.

Would paper bags still allowed?

Yes. However, it would be recommended that all paper bags provided at checkout be made of 40% recycled content and 100% recyclable and be capable of composting completely. Because the goal of the "Bag it Better" initiative is to move individuals away from single use items, a charge to the individual customer is being recommended for paper bags. The amount of this fee is an area that differs among cities that have implemented a bag restriction and initial recommendations are for a 5 cent charge. Another option would be to provide flexibility to a business by allowing them the option of recouping the cost of providing a paper bag versus mandating the cost be forwarded to the consumer.

Are any customers exempt from the paper bag charge?

Yes. The recommendation is to waive the fee for customers who meet the eligibility requirements for the Women, Infants and Children (WIC) program. Also, the Council may consider if they wish to provide for other low income citizens by distributing a certain number of bags at no cost during the initial roll out of this initiative or look to define "low income" for inclusion in an overall exemption similar to the one being recommended for those participating in the WIC program. Zero Waste will address this during their presentation.

What if a business refuses to comply with the ordinance?

As with any local ordinance, citations can be issued and fines imposed should the Council wish. The goal though would be to work with businesses through education and discussion to ensure compliance prior to the issuance of citations. As such, in addition to outlining enforcement actions, a roll out program would need to be fully developed to ensure information is well disseminated throughout the community.

## Bag It Better – Features of ordinances in OR cities

| Feature  | Notes  |
|--|--|
| Oregon cities involved   | Portland – city code chapter 17.103<br>Corvallis – Ordinance #2013-03<br>Eugene – Ordinance #20498<br>Ashland – Ordinance #3094 (closely follows Eugene)<br>Forest Grove – draft ordinance (closely follows Eugene)  |
| References ASTM 6400 standard  | All cities   |
| Defines paper bag as<br>- 100% recyclable<br>- 40% post-consumer content                                 | All cities   |
| Definition of retail establishment   | (Corvallis) Does not include business where primary product is prepared food or drink  |
| Definition of reusable bag   | Either cloth, or:<br>- heavy plastic > 2.25 mils thick (Corvallis)<br>- plastic > 4.0 mils thick (Eugene/Ashland/FG/PDX)   |
| Exceptions   | (Corvallis/PDX) Plastic, in-store produce or bulk bags, prescription bags<br>(Eugene/Ashland/FG) Have a more detailed list of exceptions for in-store bags   |
| Regulation by city manager   | Corvallis only   |
| Plastic carry-out grocery bags not allowed at city-run facilities, city-sponsored events, special events | Eugene/Ashland/Forest Grove  |
| Must charge for paper bags   | Corvallis/Eugene/Forest Grove = 5c<br>Ashland = 10c<br>(no charge required in PDX)   |
| WIC exception – must provide reusable or paper bags  | All cities   |
| Exception for prepared food carry-out  | Eugene/Ashland/Forest Grove<br>Corvallis exempts food establishments in its definitions  |
| Hardship exception by written request from a business, good for up to 1 year                             | Eugene/Ashland/Forest Grove<br>(Forest Grove is also considering exempting all retailers with less than 10 FTE)  |
| Each violation is considered a separate offense  | Corvallis  |
| Phase-in periods   | (Corvallis) For retailers > 50 FTE upon enactment; for retailers < 50 FTE six months later<br>(Eugene/Ashland) Enactment begins 6 months after first adopted<br>PDX – effective for groceries and stores > 10,000 sq ft as of March 1, 2013; for all retailers as of October 1, 2013 |



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:** Contract with Express Employment Professionals

**From:** Marcia Baragary, Finance Director

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**AGENDA ITEM:**

**Resolution No. 2016-64:** Ratifying a contract with Express Employment Professionals

**BACKGROUND:**

Due to an unanticipated shortage of staff resources in the Finance Department, it was necessary for the City to enter into an agreement with Express Employment Professionals, a local employment agency. Specifically, the Accountant I, who is responsible for accounts payable, is leaving her employment at the City to take a job with ODOT. Contracting with the employment agency enabled the City to immediately bring in an experienced accountant, enabling the Finance Department to process vendor payments in a timely manner.

The City is moving forward with recruiting and hiring for the open position and expects to fill the position by mid-November.

**RECOMMENDATION:**

Staff recommends that the City Council ratify the contract with Express Employment Professionals

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**Attachments**

Express Resolution

Express Employment Contract

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RESOLUTION NO. 2016 - 64

A Resolution ratifying a contract with Express Employment Professionals

RECITALS:

Due to the unanticipated shortage of staff resources in the Finance Department, it was necessary for the City to enter into an agreement with Express Employment Professionals, a local employment agency.

The agreement with Express Employment Professionals allows the City to immediately contract for the services of experienced office and accounting individuals. The agreement also allows the City to immediately contract for similar services, as needs arise in other departments.

The City is moving forward with recruiting and hiring to fill open positions. In the meantime, the City will continue to work with Express Employment Professionals to ensure that critical services provided by the Finance Department are not disrupted.

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

1. That entry into a contract between the City of McMinnville and the Express Employment Professionals is hereby ratified.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of September 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 13th day of September 2016.

\_\_\_\_\_  
MAYOR

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY



# Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. A monthly service charge of 18% per annum may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
13. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: CITY OF McMINNIVILLE Date 08/31/2016

Agent's Name (please print) MARTHA MEEDER Title CITY MANAGER

Agent's Signature [Signature]



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:** Contract for accounting services

**From:** Marcia Baragary, Finance Director

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**AGENDA ITEM:**

**Resolution No. 2016-65:** Approving entering into a contract with Talbot, Korvola & Warwick LLP for accounting services

**BACKGROUND:**

In recent years, the Finance Department has prepared the City's fiscal year end financial statements, utilizing staff accountants and the assistance of a Certified Public Accountant (CPA). The Finance Department currently has an open position which will not be filled in time to assist with preparation of the City's CAFR.

TKW is able to provide accounting services to "back fill" the open position, enabling the City to achieve successful completion of the audit for the fiscal year ending June 30, 2016. Due to savings from the open accountant position, the "not to exceed" amount of \$30,000 in TKW's contract is within budgeted appropriations for the Finance Department.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution approving entering into a contract with Talbot, Korvola & Warwick for accounting services

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**Attachments**

TKW Resolution

TKW Contract

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RESOLUTION NO. 2016 - 65

A Resolution approving entering into a contract with Talbot, Korvola & Warwick, LLP for accounting services

RECITALS:

In recent years, the Finance Department has prepared the City's fiscal year end financial statements, utilizing staff accountants and the assistance of a Certified Public Accountant (CPA). Currently, the Finance Department has an open accountant position which will not be filled in time to assist with preparation of the City's Comprehensive Annual Financial Report (CAFR).

Therefore, the City requires additional assistance and desires to contract with Talbot, Korvola & Warwick, LLP (TKW) to provide this assistance.

TKW has provided audit services to the City in the past and is very familiar with the City's CAFR. TKW's proposal states that the work related to the engagement will be performed primarily by Mr. Rob Moody, Partner, with support from other TKW team members as necessary or appropriate. Mr. Moody is well qualified to provide these services.

Professional accounting services provided by TKW will include performing account analyses, preparing workpapers, assisting with drafting the CAFR, and supporting Finance Department staff during the independent audit of the financial statements. TKW will work closely with staff and consultants to achieve the successful completion of the audit for the fiscal year ending June 30, 2016.

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

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

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of September 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 13th day of September 2016.

\_\_\_\_\_  
MAYOR



Approved as to Form:

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CITY ATTORNEY

**CITY OF McMinnville, Oregon  
CONTRACT  
for  
PROFESSIONAL ACCOUNTING  
SERVICES**

This contract is between the City of McMinnville, a municipal corporation of the State of Oregon (City) and Talbot, Korvola & Warwick, LLP (Contractor). The City's Project Manager for this contract is Finance Director Marcia Baragary. The contract is entered into in accordance with the requirements of ORS Chapter 279B.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract, once fully executed, is effective September 13, 2016, and will expire, unless otherwise terminated or extended, on December 31, 2016.

**2. Statement of Work.**

The work to be performed under this contract consists generally of assisting the City with the preparation of the Comprehensive Annual Financial Report and providing assistance with the annual financial statement audit.

The full Statement of the Work is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of the work.

**3. Consideration.**

a. The City agrees to pay the Contractor for work completed according to the charges established in the Statement of the Work (Exhibit A). The total sum will not exceed \$30,000 for Fiscal Year (FY) 2016 – 2017, except as agreed upon by the City and the Contractor.

b. The City will pay the Contractor upon submission of an invoice. The City will make payment within thirty days of receipt of the invoice.

c. The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract for FY 2016 – 2017.

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Social Security #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_

Citizenship: Nonresident alien \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Business Designation (check one): \_\_\_\_\_ Individual \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for this contract and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600, a corporation, or a Limited Liability Partnership.

Signed by Contractor:

\_\_\_\_\_  
Signature/Title Date

*NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.*

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**CITY OF McMINNVILLE SIGNATURE**

Approved:

\_\_\_\_\_  
City Manager or Designee Date

Reviewed:

\_\_\_\_\_  
City Attorney or Designee Date

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## CITY OF McMinnville

### STANDARD TERMS AND CONDITIONS FOR CONTRACTS

#### **1. Contractor is an Independent Contractor, a Corporation, or a Limited Liability Partnership**

a. Contractor will perform the work required by this contract as an independent contractor, a corporation, or a Limited Liability Partnership. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that the Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) either meets the specific independent contractor standards of ORS 670.600 as certified on the Independent Contractor Certification Statement attached as Exhibit C, or is a corporation or Limited Liability Partnership as certified on Exhibit C.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

#### **2. Subcontracts and Assignment**

Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

#### **3. No Third Party Beneficiaries**

City and Contractor are the original parties to this contract. City and Contractor are the only parties entitled to enforce the terms of this contract. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

#### **4. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

#### **5. Early Termination**

a. The City and the Contractor, by mutual written agreement, may terminate this contract at any time.

b. Either party may, by providing written notice to the other party by January 1 of the year in which the termination is to be effective, terminate this contract for any reason.

c. Either the City or the Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the other party has not entirely cured the breach within twenty one days of the notice, then the party giving the notice may terminate the contract at any time thereafter by giving a written notice of termination.

#### **6. Payment on Early Termination**

a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the contract prior to the termination date. Payment may be prorated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

#### **7. Remedies**

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, then the City may complete the work by agreement with another contractor. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under sections 5 and 7 for a breach by the Contractor are not exclusive. The City also will be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this contract by the City, then the Contractor's remedy will be limited to termination of the contract and receipt of payment as provided in section 5(c) and 6(b).

**8. Access to Records**

Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers, and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

**9. Ownership of Work**

All work products of the Contractor that are a product of this contract are the property of City. Contractor will retain no ownership interests or rights in the work product.

**10. Compliance with Applicable Law**

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235 as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**11. Indemnity and Hold Harmless**

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

**12. Insurance**

Contractor will provide insurance in accordance with Exhibit B.

**13. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**14. Errors**

The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**15. Governing Law**

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**16. Severability**

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

**17. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A  
STATEMENT OF THE WORK**

*Please see following page.*





ACHIEVE MORE

Talbot, Korvola &  
Warwick, LLP

300 Meadows Road, Suite 200  
Lake Oswego, OR 97035

P503.274.2849  
F503.274.2853

[www.tkw.com](http://www.tkw.com)

August 15, 2016

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

Dear Marcia,

We appreciate the opportunity to serve you and the City of McMinnville, Oregon (the City). The purpose of this letter is to document your agreement for Talbot, Korvola & Warwick, LLP (TKW) to consult with and assist the City with the accounting services as described in Attachment A - Scope of Work.

#### **Our Understanding of Your Needs**

We understand that the City requests accounting assistance in preparing for the independent audit of your financial statements for the fiscal year ended June 30, 2016. That audit is currently scheduled for mid-November.

#### **Services and Scope of Work**

TKW will provide on-site and remote accounting services to the City as described in Attachment A - Scope of Work. During the course of our engagement, we may communicate certain observations about accounting matters or operations related to the City that we believe may be of interest to you.

A significant portion of our procedures will consist of preparing workpapers and reconciliation of City accounts. Except for ascertaining that certain information in tabulations and reports received from the City agree with the accounting records, we will not perform procedures normally associated with an audit of financial statements in accordance with accounting standards generally accepted in the United States of America. We will issue no opinions on the City's financial statements or related records.

Should it be determined during the course of our work or at the end of the engagement, that additional work is required to accomplish the objectives of the City; we will provide written arrangements to you at that time for your consideration and approval.

#### **Approach**

We will begin our engagement on October 10, 2016. We propose spending approximately 200 hours to complete the scope of work. During this time, TKW will provide on-site and remote support as detailed in Attachment A – Scope of Work. Additional services may be required or requested by the City and, as identified in Attachment A – Scope of Work, will be coordinated as to timing and performance with you as the Finance Director.

#### **Staffing**

Work related to this engagement will be performed primarily by Rob Moody, Partner, and supported by other TKW team members as necessary or appropriate.

**Engagement Assumptions and Client Responsibilities**

Our services, fees and work schedule are based upon the following assumptions, representations and information supplied by you. In preparing our fee estimates, we have assumed that the City's financial records will be available to us. We further assume that City staff will be available to assist with questions and analyses as directed or requested.

The City will determine the extent of any additional services they wish TKW to provide and ensure TKW has access to key people and data.

If circumstances arise relating to the availability of sufficient, competent evidence, or information which, in our professional judgment, prevents us from completing the engagement, we retain the unilateral right to take any course of action permitted to us, including withdrawal from the engagement.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, including the fees and expenses of our counsel, incurred in responding to such requests.

**Fees and Expenses**

Our fees for the services described in this letter will be based upon actual time at a quoted rate of \$150 per hour as outlined in Attachment A.

Based on our initial scoping, we expect the fees for on-site and remote support as described in Attachment A not to exceed \$30,000. Fees related to additional, specific project work that may arise will be negotiated with the City in advance of that work. If the scope of the engagement is changed or additional work becomes necessary or required, we will negotiate that work and any additional fees with the City prior to commencing.

**Business Terms and Project Acceptance**

Please indicate your agreement to these arrangements by signing and returning a copy of this letter.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. You will receive our closest attention. If at any time you have questions, concerns, or issues with our services, billings or anything else related to our service, do call me at 503.274.2849.

**TALBOT, KORVOLA & WARWICK, LLP**  
Certified Public Accountants

Confirmed on behalf of the addressee:  
**City of McMinnville, Oregon**

By: \_\_\_\_\_  
Robert G. Moody, Jr., Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**

**SCOPE OF WORK**

Perform account analyses and prepare workpapers supporting the audit of the City's financial statements for the year ended June 30, 2016. Estimated deliverables and hours as follows:

| Procedure  | Hours      |
|--|------------|
| Cash and investment lead sheet/restricted cash and investments                         | 6          |
| Receivables, net of allowance  | 4          |
| Due from component unit  | 2          |
| Internal balances  | 2          |
| Property taxes receivable and revenues   | 6          |
|  |            |
| Capital assets activity schedule for CAFR  | 2          |
| Capital outlay reconciliation/review of M&S accounts                                   | 6          |
| CIP  | 2          |
| Infrastructure/easements/right of way  | 2          |
| Disposals  | 2          |
| Depreciation   | 4          |
|  |            |
| Compensated absences payable   | 6          |
| Long-term debt lead sheet/schedules for governmental and BTA                           | 4          |
| Accrued interest payable   | 2          |
| Liabilities payable from restricted assets   | 2          |
| Due to component unit  | 2          |
| Unearned revenue   | 4          |
| Accrued payroll at June 30   | 2          |
| OPEB allocations and balances – departments and funds; liability and expense           | 4          |
|  |            |
| GASB 54 classifications of fund balance  | 2          |
| Net position classifications (invested in cap assets/restricted/unrestricted_          | 2          |
|  |            |
| Internal service eliminations  | 4          |
| Interfund transfers – classification for fund statements                               | 4          |
| Urban renewal inter-agency transaction classifications in fund/EW statements           | 4          |
| Wastewater transfers (JE to eliminate)   | 2          |
|  |            |
| GASB 68 classifications and disclosures  | 8          |
| Allocation of UAL and transition liability   | 2          |
| JE schedule  | 4          |
| RSI schedules for pension  | 2          |
|  |            |
| Draft financial statements including:  | 40         |
| Familiarization with reporting program   | 8          |
| Major funds determination  | 2          |
| Cash flow statements   | 4          |
| Reconciliations from budget to GAAP and EW reconciliations for governmental activities | 8          |
| Receivables at year end (Notes)  | 2          |
| Noncancellable leases (Notes)  | 2          |
| Capital assets (Notes)   | 2          |
| LT Debt (Notes)  | 2          |
| SEFA, including notes to   | 4          |
|  |            |
| Contingency  | 15         |
| <b>Total</b>   | <b>200</b> |

**EXHIBIT B**  
**COMPLIANCE WITH APPLICABLE LAW**

**ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

**ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.** (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation

furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

**ORS 279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.** (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of

wage, salary, benefits or other compensation with another employee or another person.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

**EXHIBIT C**

**INSURANCE**

(The Project Manager must answer and initial 2, 3, 4, and 5 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027). In addition to the statutory benefits described in ORS Chapter 656, the Contractor and all subcontractors will provide employers' liability insurance with limits of not less than: \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury for disease, \$500,000 policy limit for bodily injury by disease.

Required by City       I am exempt. Signed \_\_\_\_\_

2. **Professional Liability** insurance with a combined single limit of not less than  \$1,200,000,  \$2,000,000, or  \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by errors, omissions, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least  one year  two years after the Contract is completed.

Required by City     Not required by City    By: \_\_\_\_\_

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than  \$1,200,000,  \$2,000,000, or  \$3,000,000 each occurrence for Bodily Injury and Property Damage. It will include contractual liability coverage, product and completed operations coverage, and personal and advertising injury coverage.

Required by City     Not required by City    By: \_\_\_\_\_

4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than  \$1,200,000,  \$2,000,000, or  \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

Required by City     Not required by City    By: \_\_\_\_\_

5. During construction, **Builders Risk** insurance to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage will also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the work while at the site.

Required by City     Not required by City    By: \_\_\_\_\_

6. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without priorwritten notice from the Contractor or its insurer(s) to the City.
  
7. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to the Contractor's services to be provided under this Contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

**EXHIBIT D  
CERTIFICATION STATEMENT FOR  
INDEPENDENT CONTRACTOR**

(Contractor complete A or B below, Project Manager complete C below.)

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

|        |           |      |
|--------|-----------|------|
| Entity | Signature | Date |
|--------|-----------|------|

**B. CONTRACTOR IS INDEPENDENT.**

**Contractor certifies he/she meets the following standards:**

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met (**please check three or more of the following**):
  - \_\_\_ A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
  - \_\_\_ B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
  - \_\_\_ C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - \_\_\_ D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
  - \_\_\_ E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

|                      |      |
|----------------------|------|
| Contractor Signature | Date |
|----------------------|------|

(Project Manager complete C below.)



**C. CITY APPROVAL**

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Citizen Survey Overview and Timeline

**BACKGROUND:**

Please see attached memorandum from City Manager Martha Meeker

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**Attachments**

National Citizen Survey Memorandum

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**City Council - Regular**

**Meeting Date:** 9/13/2016

**Subject:** National Citizen Survey

**From:** Martha Meeker,  
City Manager

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**INFORMATIONAL ITEM:**

Understanding the needs of our community is crucial to ensuring citizen satisfaction with city services. This is why the city first conducted the “The National Citizen Survey” (NCS) in 2011 as it is the gold standard in community assessments with more than 350 unique jurisdictions across 44 states utilizing this survey instrument. The NCS gathers resident opinion across a range of community issues allowing strengthened communications with community stakeholders and helping leaders identify clear priorities for use in strategic planning and budget setting. It is the only citizen survey endorsed by the International City/County Management Association and the National League of Cities.

This fall, the city is scheduled to participate in the NCS again. Towards this end, 3,000 citizens have been randomly selected to receive the survey and once we receive the results from this statistically valid sample population, the city will then open up the survey electronically for anyone to “opt in”. Also, for our Spanish speaking citizens, there will be an option to take a Spanish version of the survey online.

The city is adding one new feature this year that is different from 2011 and that’s the “Next Steps Workshop” which is set to delve deeper into how you the Council can use the survey data in its strategic planning. For this, a National Research Center representative will come to McMinnville to facilitate a half-day interactive workshop and help to develop strategy and offer recommendations.

Following is a schedule of events supporting the NCS and a copy of the survey itself.

## Timeline for The National Citizen Survey™

### Conducting the survey

|   |  |                 |
|---|--|-----------------|
| ⊙ | Survey materials are mailed  | Sep 21 to Oct 5 |
| ⊙ | Prenotification postcards sent   | Sep 21          |
| ⊙ | 1st wave of surveys sent   | Sep 28          |
| ⊙ | 2nd wave of surveys sent   | Oct 5           |
| ➔ | Opt-in web survey link posted on your website (source link provided to you by NRC)   | Oct 26          |
| ⊙ | Data collection: surveys received and processed for your community   | Sep 28 to Nov 9 |
| ⊙ | During this time, you will receive postcards that were undeliverable due to bad addresses, or vacant housing units. This is normal. Please count all the postcards, as we will subtract the number of returned postcards from the total number mailed to estimate the number of "eligible" households in calculating the final response rate.  |                 |
| ➔ | Due to NRC: Final count of returned postcards  | Nov 9           |
| ⊙ | Survey analysis and report writing   | Nov 9 to Nov 30 |
| ⊙ | During this time, NRC will process the surveys, perform the data analysis, and produce a draft report for your community. The report of results will contain a description of the methodology, information on understanding the results, and graphs and tables of your results, as well as a description of NRC's database of normative data from across the U.S. and actual comparisons to your results, where appropriate. |                 |
| ← | NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options   | Nov 30          |
| ➔ | Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)   | Dec 7           |
| ← | NRC emails final report and data file to you   | Dec 14          |

#### Legend

←Indicates when items from NRC are due to you   ➔Indicates when items from you are due to NRC   ⊙Indicates information items

# The City of McMinnville 2016 Citizen Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

## 1. Please rate each of the following aspects of quality of life in McMinnville:

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| McMinnville as a place to live.....             | 1                | 2           | 3           | 4           | 5                 |
| Your neighborhood as a place to live.....       | 1                | 2           | 3           | 4           | 5                 |
| McMinnville as a place to raise children.....   | 1                | 2           | 3           | 4           | 5                 |
| McMinnville as a place to work.....             | 1                | 2           | 3           | 4           | 5                 |
| McMinnville as a place to visit.....            | 1                | 2           | 3           | 4           | 5                 |
| McMinnville as a place to retire.....           | 1                | 2           | 3           | 4           | 5                 |
| The overall quality of life in McMinnville..... | 1                | 2           | 3           | 4           | 5                 |

## 2. Please rate each of the following characteristics as they relate to McMinnville as a whole:

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| Overall feeling of safety in McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall ease of getting to the places you usually have to visit.....  | 1                | 2           | 3           | 4           | 5                 |
| Quality of overall natural environment in McMinnville.....  | 1                | 2           | 3           | 4           | 5                 |
| Overall "built environment" of McMinnville (including overall design, buildings, parks and transportation systems)..... | 1                | 2           | 3           | 4           | 5                 |
| Health and wellness opportunities in McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall opportunities for education and enrichment.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall economic health of McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Sense of community.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall image or reputation of McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |

## 3. Please indicate how likely or unlikely you are to do each of the following:

|  | <i>Very likely</i> | <i>Somewhat likely</i> | <i>Somewhat unlikely</i> | <i>Very unlikely</i> | <i>Don't know</i> |
|--|--------------------|------------------------|--------------------------|----------------------|-------------------|
| Recommend living in McMinnville to someone who asks..... | 1                  | 2                      | 3                        | 4                    | 5                 |
| Remain in McMinnville for the next five years.....       | 1                  | 2                      | 3                        | 4                    | 5                 |

## 4. Please rate how safe or unsafe you feel:

|   | <i>Very safe</i> | <i>Somewhat safe</i> | <i>Neither safe nor unsafe</i> | <i>Somewhat unsafe</i> | <i>Very unsafe</i> | <i>Don't know</i> |
|---|------------------|----------------------|--------------------------------|------------------------|--------------------|-------------------|
| In your neighborhood during the day.....                      | 1                | 2                    | 3                              | 4                      | 5                  | 6                 |
| In McMinnville's downtown/commercial area during the day..... | 1                | 2                    | 3                              | 4                      | 5                  | 6                 |

## 5. Please rate each of the following characteristics as they relate to McMinnville as a whole:

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| Traffic flow on major streets.....  | 1                | 2           | 3           | 4           | 5                 |
| Ease of public parking.....   | 1                | 2           | 3           | 4           | 5                 |
| Ease of travel by car in McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Ease of travel by public transportation in McMinnville.....                       | 1                | 2           | 3           | 4           | 5                 |
| Ease of travel by bicycle in McMinnville.....                                     | 1                | 2           | 3           | 4           | 5                 |
| Ease of walking in McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Availability of paths and walking trails.....                                     | 1                | 2           | 3           | 4           | 5                 |
| Air quality.....  | 1                | 2           | 3           | 4           | 5                 |
| Cleanliness of McMinnville.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall appearance of McMinnville.....  | 1                | 2           | 3           | 4           | 5                 |
| Public places where people want to spend time.....                                | 1                | 2           | 3           | 4           | 5                 |
| Variety of housing options.....   | 1                | 2           | 3           | 4           | 5                 |
| Availability of affordable quality housing.....                                   | 1                | 2           | 3           | 4           | 5                 |
| Fitness opportunities (including exercise classes and paths or trails, etc.)..... | 1                | 2           | 3           | 4           | 5                 |
| Recreational opportunities.....   | 1                | 2           | 3           | 4           | 5                 |
| Availability of affordable quality food.....                                      | 1                | 2           | 3           | 4           | 5                 |
| Availability of affordable quality health care.....                               | 1                | 2           | 3           | 4           | 5                 |
| Availability of preventive health services.....                                   | 1                | 2           | 3           | 4           | 5                 |
| Availability of affordable quality mental health care.....                        | 1                | 2           | 3           | 4           | 5                 |

**6. Please rate each of the following characteristics as they relate to McMinnville as a whole:**

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| Availability of affordable quality child care/preschool .....                         | 1                | 2           | 3           | 4           | 5                 |
| K-12 education.....   | 1                | 2           | 3           | 4           | 5                 |
| Adult educational opportunities.....  | 1                | 2           | 3           | 4           | 5                 |
| Opportunities to attend cultural/arts/music activities.....                           | 1                | 2           | 3           | 4           | 5                 |
| Opportunities to participate in religious or spiritual events and activities .....    | 1                | 2           | 3           | 4           | 5                 |
| Employment opportunities .....  | 1                | 2           | 3           | 4           | 5                 |
| Shopping opportunities.....   | 1                | 2           | 3           | 4           | 5                 |
| Cost of living in McMinnville .....   | 1                | 2           | 3           | 4           | 5                 |
| Overall quality of business and service establishments in McMinnville.....            | 1                | 2           | 3           | 4           | 5                 |
| Vibrant downtown/commercial area.....   | 1                | 2           | 3           | 4           | 5                 |
| Overall quality of new development in McMinnville .....                               | 1                | 2           | 3           | 4           | 5                 |
| Opportunities to participate in social events and activities.....                     | 1                | 2           | 3           | 4           | 5                 |
| Opportunities to volunteer.....   | 1                | 2           | 3           | 4           | 5                 |
| Opportunities to participate in community matters.....                                | 1                | 2           | 3           | 4           | 5                 |
| Openness and acceptance of the community toward people of<br>diverse backgrounds..... | 1                | 2           | 3           | 4           | 5                 |
| Neighborliness of residents in McMinnville.....                                       | 1                | 2           | 3           | 4           | 5                 |

**7. Please indicate whether or not you have done each of the following in the last 12 months.**

|  | <i>No</i> | <i>Yes</i> |
|--|-----------|------------|
| Made efforts to conserve water .....   | 1         | 2          |
| Made efforts to make your home more energy efficient.....  | 1         | 2          |
| Observed a code violation or other hazard in McMinnville (weeds, abandoned buildings, etc.).....       | 1         | 2          |
| Household member was a victim of a crime in McMinnville.....   | 1         | 2          |
| Reported a crime to the police in McMinnville.....   | 1         | 2          |
| Stocked supplies in preparation for an emergency .....   | 1         | 2          |
| Campaigned or advocated for an issue, cause or candidate.....  | 1         | 2          |
| Contacted the City of McMinnville (in-person, phone, email or web) for help or information.....        | 1         | 2          |
| Contacted McMinnville elected officials (in-person, phone, email or web) to express your opinion ..... | 1         | 2          |

**8. In the last 12 months, about how many times, if at all, have you or other household members done each of the following in McMinnville?**

|   | <i>2 times a<br/>week or more</i> | <i>2-4 times<br/>a month</i> | <i>Once a month<br/>or less</i> | <i>Not<br/>at all</i> |
|---|-----------------------------------|------------------------------|---------------------------------|-----------------------|
| Used McMinnville recreation centers or their services .....                   | 1                                 | 2                            | 3                               | 4                     |
| Visited a neighborhood park or City park.....                                 | 1                                 | 2                            | 3                               | 4                     |
| Used McMinnville public libraries or their services.....                      | 1                                 | 2                            | 3                               | 4                     |
| Participated in religious or spiritual activities in McMinnville .....        | 1                                 | 2                            | 3                               | 4                     |
| Attended a City-sponsored event .....   | 1                                 | 2                            | 3                               | 4                     |
| Used bus, rail, subway or other public transportation instead of driving..... | 1                                 | 2                            | 3                               | 4                     |
| Carpooled with other adults or children instead of driving alone .....        | 1                                 | 2                            | 3                               | 4                     |
| Walked or biked instead of driving.....                                       | 1                                 | 2                            | 3                               | 4                     |
| Volunteered your time to some group/activity in McMinnville .....             | 1                                 | 2                            | 3                               | 4                     |
| Participated in a club.....   | 1                                 | 2                            | 3                               | 4                     |
| Talked to or visited with your immediate neighbors.....                       | 1                                 | 2                            | 3                               | 4                     |
| Done a favor for a neighbor.....  | 1                                 | 2                            | 3                               | 4                     |

**9. Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?**

|  | <i>2 times a<br/>week or more</i> | <i>2-4 times<br/>a month</i> | <i>Once a month<br/>or less</i> | <i>Not<br/>at all</i> |
|--|-----------------------------------|------------------------------|---------------------------------|-----------------------|
| <u>Attended</u> a local public meeting .....                         | 1                                 | 2                            | 3                               | 4                     |
| <u>Watched</u> (online or on television) a local public meeting..... | 1                                 | 2                            | 3                               | 4                     |

# The City of McMinnville 2016 Citizen Survey

## 10. Please rate the quality of each of the following services in McMinnville:

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| Police/Sheriff services.....  | 1                | 2           | 3           | 4           | 5                 |
| Fire services.....  | 1                | 2           | 3           | 4           | 5                 |
| Ambulance or emergency medical services.....  | 1                | 2           | 3           | 4           | 5                 |
| Crime prevention.....   | 1                | 2           | 3           | 4           | 5                 |
| Fire prevention and education.....  | 1                | 2           | 3           | 4           | 5                 |
| Traffic enforcement.....  | 1                | 2           | 3           | 4           | 5                 |
| Street repair.....  | 1                | 2           | 3           | 4           | 5                 |
| Street cleaning.....  | 1                | 2           | 3           | 4           | 5                 |
| Street lighting.....  | 1                | 2           | 3           | 4           | 5                 |
| Snow removal.....   | 1                | 2           | 3           | 4           | 5                 |
| Sidewalk maintenance.....   | 1                | 2           | 3           | 4           | 5                 |
| Traffic signal timing.....  | 1                | 2           | 3           | 4           | 5                 |
| Bus or transit services.....  | 1                | 2           | 3           | 4           | 5                 |
| Garbage collection.....   | 1                | 2           | 3           | 4           | 5                 |
| Recycling.....  | 1                | 2           | 3           | 4           | 5                 |
| Yard waste pick-up.....   | 1                | 2           | 3           | 4           | 5                 |
| Storm drainage.....   | 1                | 2           | 3           | 4           | 5                 |
| Drinking water.....   | 1                | 2           | 3           | 4           | 5                 |
| Sewer services.....   | 1                | 2           | 3           | 4           | 5                 |
| Power (electric and/or gas) utility.....  | 1                | 2           | 3           | 4           | 5                 |
| Utility billing.....  | 1                | 2           | 3           | 4           | 5                 |
| City parks.....   | 1                | 2           | 3           | 4           | 5                 |
| Recreation programs or classes.....   | 1                | 2           | 3           | 4           | 5                 |
| Recreation centers or facilities.....   | 1                | 2           | 3           | 4           | 5                 |
| Land use, planning and zoning.....  | 1                | 2           | 3           | 4           | 5                 |
| Code enforcement (weeds, abandoned buildings, etc.).....  | 1                | 2           | 3           | 4           | 5                 |
| Animal control.....   | 1                | 2           | 3           | 4           | 5                 |
| Economic development.....   | 1                | 2           | 3           | 4           | 5                 |
| Health services.....  | 1                | 2           | 3           | 4           | 5                 |
| Public library services.....  | 1                | 2           | 3           | 4           | 5                 |
| Public information services.....  | 1                | 2           | 3           | 4           | 5                 |
| Cable television.....   | 1                | 2           | 3           | 4           | 5                 |
| Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)..... | 1                | 2           | 3           | 4           | 5                 |
| Preservation of natural areas such as open space, farmlands and greenbelts.....                                       | 1                | 2           | 3           | 4           | 5                 |
| McMinnville open space.....   | 1                | 2           | 3           | 4           | 5                 |
| City-sponsored special events.....  | 1                | 2           | 3           | 4           | 5                 |
| Overall customer service by McMinnville employees (police, receptionists, planners, etc.).....                        | 1                | 2           | 3           | 4           | 5                 |

## 11. Overall, how would you rate the quality of the services provided by each of the following?

|                              | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|------------------------------|------------------|-------------|-------------|-------------|-------------------|
| The City of McMinnville..... | 1                | 2           | 3           | 4           | 5                 |
| The Federal Government.....  | 1                | 2           | 3           | 4           | 5                 |

## 12. Please rate the following categories of McMinnville government performance:

|   | <i>Excellent</i> | <i>Good</i> | <i>Fair</i> | <i>Poor</i> | <i>Don't know</i> |
|---|------------------|-------------|-------------|-------------|-------------------|
| The value of services for the taxes paid to McMinnville.....              | 1                | 2           | 3           | 4           | 5                 |
| The overall direction that McMinnville is taking.....                     | 1                | 2           | 3           | 4           | 5                 |
| The job McMinnville government does at welcoming citizen involvement..... | 1                | 2           | 3           | 4           | 5                 |
| Overall confidence in McMinnville government.....                         | 1                | 2           | 3           | 4           | 5                 |
| Generally acting in the best interest of the community.....               | 1                | 2           | 3           | 4           | 5                 |
| Being honest.....   | 1                | 2           | 3           | 4           | 5                 |
| Treating all residents fairly.....  | 1                | 2           | 3           | 4           | 5                 |

**13. Please rate how important, if at all, you think it is for the McMinnville community to focus on each of the following in the coming two years:**

|  | <i>Essential</i> | <i>Very important</i> | <i>Somewhat important</i> | <i>Not at all important</i> |
|--|------------------|-----------------------|---------------------------|-----------------------------|
| Overall feeling of safety in McMinnville .....   | 1                | 2                     | 3                         | 4                           |
| Overall ease of getting to the places you usually have to visit .....  | 1                | 2                     | 3                         | 4                           |
| Quality of overall natural environment in McMinnville .....  | 1                | 2                     | 3                         | 4                           |
| Overall “built environment” of McMinnville (including overall design, buildings, parks and transportation systems) ..... | 1                | 2                     | 3                         | 4                           |
| Health and wellness opportunities in McMinnville.....  | 1                | 2                     | 3                         | 4                           |
| Overall opportunities for education and enrichment.....  | 1                | 2                     | 3                         | 4                           |
| Overall economic health of McMinnville.....  | 1                | 2                     | 3                         | 4                           |
| Sense of community .....   | 1                | 2                     | 3                         | 4                           |

**14. How much of a priority, if any, should it be for the City to address each of the following in the next five years?**

|  | <i>High priority</i> | <i>Medium priority</i> | <i>Not a priority</i> |
|--|----------------------|------------------------|-----------------------|
| Upgrades to public facilities (i.e., public buildings, parking lots, storm water, drainage facilities, etc)..... | 1                    | 2                      | 3                     |
| Improvements to parks and open space .....   | 1                    | 2                      | 3                     |
| Improvements to public safety facilities (i.e., fire/police) .....   | 1                    | 2                      | 3                     |
| Improvements to City streets and sidewalks .....   | 1                    | 2                      | 3                     |
| Improvements to arts / cultural facilities.....  | 1                    | 2                      | 3                     |
| Availability of affordable housing.....  | 1                    | 2                      | 3                     |
| Downtown improvements.....   | 1                    | 2                      | 3                     |

**15. Which of the following projects are you willing to fund with additional taxes (please select all that apply):**

- Street and traffic improvements and maintenance
- Fire/ambulance services
- Police services
- Creating more recreation facilities
- Downtown improvements
- Library service
- Increasing affordable housing
- None of the above

**16. To increase the availability of housing within McMinnville, how strongly would you support, if at all, increasing the density of housing through apartment, condo or townhome developments?**

- Strongly support     Somewhat support     Somewhat oppose     Strongly oppose     Don't know

**17. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the City government and its activities, events and services:**

|  | <i>Major source</i> | <i>Minor source</i> | <i>Not a source</i> |
|--|---------------------|---------------------|---------------------|
| City website (www.mcminnvilleoregon.gov).....                                    | 1                   | 2                   | 3                   |
| Local media outlets (newspapers, radio, local television stations).....          | 1                   | 2                   | 3                   |
| The local government cable Channel (Comcast Channel 11/Frontier Channel 29)..... | 1                   | 2                   | 3                   |
| City information in the parks & rec brochure or water bill.....                  | 1                   | 2                   | 3                   |
| City Council meetings and other public meetings .....                            | 1                   | 2                   | 3                   |
| Talking with City officials.....   | 1                   | 2                   | 3                   |
| City communications via social media (i.e. Facebook, Twitter or YouTube) .....   | 1                   | 2                   | 3                   |
| Word-of-mouth .....  | 1                   | 2                   | 3                   |

**18. What single community need or issue would you like the City Council to prioritize in the next five years?**

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# The City of McMinnville 2016 Citizen Survey

**Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.**

**D1. How often, if at all, do you do each of the following, considering all of the times you could?**

|  | <i>Never</i> | <i>Rarely</i> | <i>Sometimes</i> | <i>Usually</i> | <i>Always</i> |
|--|--------------|---------------|------------------|----------------|---------------|
| Recycle at home.....   | 1            | 2             | 3                | 4              | 5             |
| Purchase goods or services from a business located in McMinnville..... | 1            | 2             | 3                | 4              | 5             |
| Eat at least 5 portions of fruits and vegetables a day .....           | 1            | 2             | 3                | 4              | 5             |
| Participate in moderate or vigorous physical activity .....            | 1            | 2             | 3                | 4              | 5             |
| Read or watch local news (via television, paper, computer, etc.).....  | 1            | 2             | 3                | 4              | 5             |
| Vote in local elections .....  | 1            | 2             | 3                | 4              | 5             |

**D2. Would you say that in general your health is:**

- Excellent     
  Very good     
  Good     
  Fair     
  Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**

- Very positive     
  Somewhat positive     
  Neutral     
  Somewhat negative     
  Very negative

**D4. What is your employment status?**

- Working full time for pay  
 Working part time for pay  
 Unemployed, looking for paid work  
 Unemployed, not looking for paid work  
 Fully retired

**D5. Do you work inside the boundaries of McMinnville?**

- Yes, outside the home  
 Yes, from home  
 No

**D6. How many years have you lived in McMinnville?**

- Less than 2 years       11-20 years  
 2-5 years       More than 20 years  
 6-10 years

**D7. Which best describes the building you live in?**

- One family house detached from any other houses  
 Building with two or more homes (duplex, townhome, apartment or condominium)  
 Mobile home  
 Other

**D8. Is this house, apartment or mobile home...**

- Rented  
 Owned

**D9. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?**

- Less than \$300 per month  
 \$300 to \$599 per month  
 \$600 to \$999 per month  
 \$1,000 to \$1,499 per month  
 \$1,500 to \$2,499 per month  
 \$2,500 or more per month

**D10. Do any children 17 or under live in your household?**

- No       Yes

**D11. Are you or any other members of your household aged 65 or older?**

- No       Yes

**D12. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000  
 \$25,000 to \$49,999  
 \$50,000 to \$99,999  
 \$100,000 to \$149,999  
 \$150,000 or more

**Please respond to both questions D13 and D14:**

**D13. Are you Spanish, Hispanic or Latino?**

- No, not Spanish, Hispanic or Latino  
 Yes, I consider myself to be Spanish, Hispanic or Latino

**D14. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

- American Indian or Alaskan Native  
 Asian, Asian Indian or Pacific Islander  
 Black or African American  
 White  
 Other

**D15. In which category is your age?**

- 18-24 years       55-64 years  
 25-34 years       65-74 years  
 35-44 years       75 years or older  
 45-54 years

**D16. What is your sex?**

- Female       Male

**D17. Do you consider a cell phone or land line your primary telephone number?**

- Cell       Land line       Both

**Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**



**City Council- Regular**

**Meeting Date:** 09/13/2016

**Subject:** Cash and Investment Reports

**Submitted For:** Marcia Baragary, Finance Director **From:** Ronda Gretzon

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**AGENDA ITEM:**

Cash and Investment Reports - May and June 2016

**BACKGROUND:**

Cash and Investment Reports - May and June 2016

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**Attachments**

Cash and Investment Report - May 2016

Cash and Investment Report - June 2016

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CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
May 2016

| FUND #      | FUND NAME                           | GENERAL OPERATING |                | TOTAL          |
|-------------|-------------------------------------|-------------------|----------------|----------------|
|             |                                     | CASH IN BANK      | INVESTMENT     |                |
| 01          | General                             | \$353,998.91      | \$8,273,240.68 | \$8,627,239.59 |
| 05          | Special Assessment                  | 417.30            | 155,618.82     | 156,036.12     |
| 07          | Transient Lodging Tax               | 767.07            | 39,000.00      | 39,767.07      |
| 10          | Telecommunications                  | 636.75            | 1,030.00       | 1,666.75       |
| 15          | Emergency Communications            | 516.66            | 177,094.81     | 177,611.47     |
| 20          | Street (State Tax)                  | 944.81            | 1,919,847.73   | 1,920,792.54   |
| 25          | Airport Maintenance                 | 737.47            | 785,749.03     | 786,486.50     |
| 40          | Public Safety Facility Construction | 883.65            | 10,805.24      | 11,688.89      |
| 45          | Transportation                      | 316.79            | 18,023,822.44  | 18,024,139.23  |
| 50          | Park Development                    | 849.70            | 1,196,689.39   | 1,197,539.09   |
| 58          | Urban Renewal                       | 0.72              | 0.00           | 0.72           |
| 59          | Urban Renewal Debt Service          | 134.50            | 178,442.26     | 178,576.76     |
| 60          | Debt Service                        | 381.95            | 1,743,251.21   | 1,743,633.16   |
| 70          | Building                            | 682.93            | 670,000.00     | 670,682.93     |
| 75          | Sewer                               | 291.99            | 1,458,218.90   | 1,458,510.89   |
| 77          | Sewer Capital                       | 827.71            | 15,562,103.65  | 15,562,931.36  |
| 79          | Ambulance                           | 895.55            | 551,835.28     | 552,730.83     |
| 80          | Information Systems & Services      | 209.19            | 197,713.61     | 197,922.80     |
| 85          | Insurance Reserve                   | 349.16            | 1,227,290.54   | 1,227,639.70   |
| CITY TOTALS |                                     | 363,842.81        | 52,171,753.59  | 52,535,596.40  |

| MATURITY DATE | INSTITUTION                | TYPE OF INVESTMENT                      | INTEREST RATE | CASH VALUE              |
|---------------|----------------------------|---|---------------|-------------------------|
| N/A           | Key Bank of Oregon         | Checking & Repurchase Sweep Account     | 0.15%         | \$ 363,842.81           |
| N/A           | Key Bank of Oregon         | Money Market Savings Account            | 0.02%         | \$ 8,502,414.34         |
| N/A           | State of Oregon            | Local Government Investment Pool (LGIP) | 0.78%         | 26,094,573.88           |
| N/A           | State of Oregon            | Park Improvement Bonds (LGIP)           | 0.78%         | 835,566.97              |
| N/A           | State of Oregon            | Transportation Bond (LGIP)              | 0.78%         | 16,166,854.10           |
| N/A           | MassMutual Financial Group | Group Annuity                           | 3.00%         | 572,344.30              |
|               |                            |   |               | <u>\$ 52,535,596.40</u> |

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
June 2016

| FUND #      | FUND NAME                           | GENERAL OPERATING |                | TOTAL          |
|-------------|-------------------------------------|-------------------|----------------|----------------|
|             |                                     | CASH IN BANK      | INVESTMENT     |                |
| 01          | General                             | \$492,774.49      | \$6,932,263.28 | \$7,425,037.77 |
| 05          | Special Assessment                  | 483.37            | 154,618.82     | 155,102.19     |
| 07          | Transient Lodging Tax               | 128.15            | (3,000.00)     | (2,871.85)     |
| 10          | Telecommunications                  | 637.61            | 1,030.00       | 1,667.61       |
| 15          | Emergency Communications            | 873.43            | 112,094.81     | 112,968.24     |
| 20          | Street (State Tax)                  | 534.93            | 1,981,864.63   | 1,982,399.56   |
| 25          | Airport Maintenance                 | 790.78            | 753,749.03     | 754,539.81     |
| 40          | Public Safety Facility Construction | 97.29             | 6,805.24       | 6,902.53       |
| 45          | Transportation                      | 743.67            | 17,917,367.07  | 17,918,110.74  |
| 50          | Park Development                    | 266.92            | 1,206,277.50   | 1,206,544.42   |
| 58          | Urban Renewal                       | 408.87            | 34,000.00      | 34,408.87      |
| 59          | Urban Renewal Debt Service          | 439.71            | 172,851.38     | 173,291.09     |
| 60          | Debt Service                        | 610.75            | 1,807,745.88   | 1,808,356.63   |
| 70          | Building                            | 888.69            | 688,000.00     | 688,888.69     |
| 75          | Sewer                               | 614.36            | 1,431,438.86   | 1,432,053.22   |
| 77          | Sewer Capital                       | 139.53            | 15,631,103.65  | 15,631,243.18  |
| 79          | Ambulance                           | 552.38            | 594,835.28     | 595,387.66     |
| 80          | Information Systems & Services      | 996.21            | 210,713.61     | 211,709.82     |
| 85          | Insurance Reserve                   | 706.33            | 1,330,290.54   | 1,330,996.87   |
| CITY TOTALS |                                     | 502,687.47        | 50,964,049.58  | 51,466,737.05  |

| MATURITY DATE | INSTITUTION                | TYPE OF INVESTMENT                      | INTEREST RATE | CASH VALUE              |
|---------------|----------------------------|---|---------------|-------------------------|
| N/A           | Key Bank of Oregon         | Checking & Repurchase Sweep Account     | 0.15%         | \$ 502,687.47           |
| N/A           | Key Bank of Oregon         | Money Market Savings Account            | 0.02%         | \$ 8,502,553.72         |
| N/A           | State of Oregon            | Local Government Investment Pool (LGIP) | 0.88%         | 25,094,876.05           |
| N/A           | State of Oregon            | Park Improvement Bonds (LGIP)           | 0.88%         | 827,273.58              |
| N/A           | State of Oregon            | Transportation Bond (LGIP)              | 0.88%         | 15,967,205.19           |
| N/A           | MassMutual Financial Group | Group Annuity                           | 3.00%         | 572,141.04              |
|               |                            |   |               | <u>\$ 51,466,737.05</u> |