

McMINNVILLE URBAN RENEWAL AGENCY MEETING
McMinnville, Oregon

AGENDA

McMINNVILLE CIVIC HALL
200 NE SECOND STREET

December 13, 2016
7:00 p.m. - Urban Renewal Agency Meeting

Welcome! All persons addressing the Agency 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.

CALL TO ORDER

1. APPOINTMENT OF SCOTT HILL TO CHAIR
2. RESOLUTIONS
 - a. **Resolution No. 2016-07**: A Resolution of the McMinnville Urban Renewal Board authorizing the McMinnville City Manager or designee to enter into and manage a Personal Services Contract for a parking study with Rick Williams Consulting.
 - b. **Resolution No. 2016-08**: A Resolution of the McMinnville Urban Renewal Board re-appointing members to the McMinnville Urban Renewal Advisory Committee.
3. ADJOURNMENT



Urban Renewal Agency

Meeting Date: 12/13/2016

Subject: Resolution No. 2016-07

Submitted For: Heather Richards, Planning Director

From: Heather Richards, Planning Director

Information

AGENDA ITEM:

Resolution No. 2016-07: A Resolution of the McMinnville Urban Renewal Board authorizing the McMinnville City Manager or designee to enter into and manage a Personal Services Contract for a parking study with Rick Williams Consulting.

BACKGROUND:

Public Off-Street Parking was identified as one of the thirteen necessary projects in the McMinnville Urban Renewal Plan to revitalize downtown McMinnville and the Northeast Gateway District. The project is intended to provide additional off-street public parking inventory and has \$1,000,000 authorized to it. In order to invest strategically, the McMinnville Urban Renewal Advisory Committee (MURAC) is recommending that a parking utilization study be conducted and voted unanimously at their November 2, 2016 meeting to recommend a contract with Rick Williams Consulting to conduct a parking study of downtown McMinnville and the Northeast Gateway District.

This parking study will evaluate current and future public parking capacity issues in both areas by conducting a utilization study on both a weekday and a weekend, and then identifying where the critical capacity areas are and potential solutions to mitigate the current and future pinch points. Mitigation could be a parking management program, shared parking agreements or new parking inventory (surface and/or structural). Typically 85% capacity is the trigger for new inventory investment.

This study would commence in early spring and be concluded by the end of the summer, 2017.

FISCAL IMPACT:

The contract is for a not-to-exceed amount of \$34,984.00. Funds are available in this current fiscal year budget to support the contract.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2016-07, to authorize the McMinnville City Manager or designee to enter into and manage a contract with Rick Williams Consulting for a parking study in downtown McMinnville and the Northeast Gateway District.

Attachments

Resolution 2016-07

Contract with Rick Williams Consulting

RESOLUTION NO. 2016-07

A Resolution of the McMinnville Urban Renewal Board authorizing the McMinnville City Manager or designee to enter into and manage a Personal Services Contract for a parking study with Rick Williams Consulting.

RECITALS:

As the McMinnville Urban Renewal Agency continues to support redevelopment efforts in McMinnville’s downtown and Northeast Gateway District, parking will continue to be a constrained commodity; and

In order to help relive parking constraints by investing in new parking inventory or management programs, it is important to understand clearly where the capacity issues are today and could be in the future; and

Rick Williams Consulting is well known throughout the Pacific Northwest for his work with communities on parking utilization; and

The McMinnville Urban Renewal Agency has budgeted for this effort as part of the public off-street parking project identified in the McMinnville Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MCMINNVILLE URBAN RENEWAL AGENCY as follows:

1. That the engagement of Rick Williams Consulting for a parking study of the downtown and the Northeast Gateway District is approved.
2. The McMinnville City Manager or designee is authorized to execute the engagement letter and agreement and such other documents as are necessary to carry out this decision.
3. This Resolution will take effect immediately upon passage.

Adopted by the Board of the McMinnville Urban Renewal Agency at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

CHAIR OF THE URBAN RENEWAL BOARD

Approved as to form:



CITY ATTORNEY

CITY OF McMinnville, Oregon

PERSONAL SERVICES CONTRACT

for

Downtown McMinnville/NE Gateway District Parking Study

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Rick Williams CONSULTING. (Contractor). The City's Project Manager for this Contract is Heather Richards, Planning Director.

The parties mutually covenant and agree as follows:

1. **Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on September 30, 2017.
2. **Statement of Work.** The work to be performed under this contract consists of services described in Exhibit A, attached hereto and by this reference incorporated herein. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
3. **Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$34,984.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
4. **Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

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 Personal Services Contracts 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.

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.

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee

Date

Reviewed:

City Attorney or Designee

Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.
 - a. Contractor will perform the work required by this contract as an independent contractor. 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 Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.
 - c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
 - d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. 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 only parties to this contract and are the only parties entitled to enforce its terms. 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 will be binding upon and will inure to the benefit of the parties, 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. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
 - c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 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 will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

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

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

c. In the event of breach of this Contract by the City, 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 will be made available upon request. Payment for the cost of copies is reimbursable by the City.

9. Ownership of Work. All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

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 659A.142, 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 C.

13. Waiver. The failure of the City to enforce any provision of this contract will 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 will 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 will 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 will not be affected, and the rights and obligations of the parties will 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 WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL 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 ITS 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

Rick Williams CONSULTING

Parking and Transportation Demand Management
PO Box 12546
Portland, OR 97212
Phone: (503) 459-7638
www.rickwilliamsconsulting.com

December 5, 2016

Heather Richards, PCED
Planning Director
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

Dear Heather:

Thank you for the opportunity to respond to your request for a proposal to conduct a study of parking in downtown McMinnville. Rick Williams Consulting (RWC) submits the attached Task and budget outline for work that result in an accurate understanding of parking dynamics in the downtown. We stand ready to initiate work quickly as soon as an agreement can be finalized.

I have attached a draft scope/task summary and detailed budget breakout for your review. Please consider this draft as we are open to discussing revisions, clarifications and refinements per your needs. As you will see in the budget detail, we are proposing a not to exceed agreement of \$34,984.

We believe our firm offers the right blend of technical skills and experience to meet the needs for McMinnville's Downtown Parking Inventory and Occupancy Study. We have conducted hundreds of parking utilization studies, developed targeted parking strategies, and parking asset management plans for cities, economic development associations, real estate developers, and residential districts throughout the Pacific Northwest.

We look forward to discussing our proposal and your needs in greater detail with you. Meanwhile, please feel free to contact me if you have any questions or seek additional information.

Sincerely,



Rick Williams
President

PROPOSED WORK SCOPE – TASK OUTLINE

Task 1: Background Review

- 1.1 Finalize work scope with City/Agency Staff.
- 1.2 Review of background materials including existing parking code/policies and any other documents the City of McMinnville believes are pertinent to the success of this study.
- 1.3 Finalize study areas (core zone and secondary study area).
- 1.4 “Project kick-off” meeting (on site) with City staff to review tasks and expectations and to assure broad understanding of all project tasks and desired outcomes.

Task 2: Data Collection

During Task 2, RWC will conduct a detailed inventory of the parking supply in downtown McMinnville, inventorying both on and off-street facilities. The inventory will be followed by a comprehensive occupancy and turnover survey, the timing of which will be coordinated (but not publicized) with City staff.

- 2.1 With completion of Task 1.3, consultant will come to McMinnville and conduct a thorough inventory of the on- and off-street parking supply in the core zone and inventory lot location and stall counts in selected sample off-street lots in the secondary study zone (sample lots will be identified with the City in Task 1.3).
- 2.2 Parking in the core zone will be catalogued by block face, stall type, time designation, and/ ownership/management (for off-street stalls). The inventory will take place at a date determined with the Client in Tasks 1.3 and 1.4.
- 2.3 Develop and submit parking utilization data collection methodology to Client. Outline will be submitted 2 weeks prior to parking utilization and occupancy study in Task 2.4.
- 2.4 In consultation with the City, a “typical weekday” will be selected to conduct a 10 hour survey of use of all on-street stalls located in the core zone. All off-street facilities in the core zone, and all sample lots in the secondary study zone will be surveyed for occupancy every hour over the 10 hour study day.
- 2.5 In consultation with the City, a “typical weekend day” will be selected to conduct a 10 hour survey of use of all on-street stalls located in the core zone. All off-street facilities in the core zone, and all sample lots in the secondary study zone will be surveyed for occupancy every hour over the 10 hour study day.

Deliverables (Task 2):

- A complete summary of the inventory will be incorporated into Technical Memorandum 1. Information will be presented in table and graph formats with narrative summaries to assure complete understanding of the project purpose and format of the parking inventory in the downtown.
- Parking utilization/occupancy study data collection methodology. Technical Memorandum 2.
- Completion of 2 day data collection effort (10 hour survey day) in core and secondary study area.

Task 3: Data Entry and Analysis

Data analysis will look at all aspects of how the parking system is being utilized. Results from the data analyses will be presented in graphical (charts) and tabular form as well as being summarized into a technical report (Technical Memorandum 3). The report will provide an accurate and thorough quantification of all of these factors. These measurements will be used to evaluate and calibrate parking practices and policies for parking in the study area.

Analysis of this data will provide an objective look at utilization by time of day, block face, area and individual off-street location/lot. This allows for analyses of parking surpluses, deficits and the overall dynamics of utilization.

Understanding of surplus/deficit will be used to develop shared use opportunity scenarios as well as scenarios related to the impact of new uses overlaid onto sites/areas that may redevelop. The same surplus/deficit information will be used to target sites within the study zone that could serve as locations for absorption of new demand, or as reasonable sites for future parking (net new supply) that would most effectively serve multiple demands.

- 3.1 Data from Tasks 2.2 - 2.5 will be input into RWC's proprietary models to generate parking diagnostic indicators (occupancies, average duration, system turnover, violation rates, number of unique vehicles, total vehicle hours parked, etc.). RWC will summarize, display and explain data findings that are straightforward and easy to understand. These findings will telegraph what strategies and/or management practices should be used to make the highest and best use of the existing parking supply.
- 3.2 Conduct "nodal" or specific area analyses to identify strategic locations in the downtown that could serve as future parking facilities to accommodate anticipated organic growth as well as projects identified by city staff.
- 3.3 Conduct a "true parking demand" analysis using actual parking occupancy data correlated to building area (land uses) within the study zone. [NOTE: City will provide either building area and land use data or access to GIS mapping data.]
- 3.4 Memoranda summarizing data findings, constraint analysis, demand and future opportunity based on findings of Tasks 3.1 – 3.3.

Deliverables (Task 3):

- Technical Memorandum #3 summarizing data and findings from Task 3 as well as identifying existing surpluses and constraints within the on and off-street parking systems. This memorandum will also provide insights into future parking "need" contingent upon the City's ability to provide land use data necessary to Task 3.3 and estimates of future development growth (i.e., vision plan estimate, development agenda, etc.)
- Confidential Technical Memorandum #4 identifying specific parcels best suited to meet the identified off-street parking growth needs including preliminary cost estimates based upon publicly available County Assessor data and cost estimates based upon industry standard data with consideration given to any visible site constraints (such as unusually narrow or shallow lots).

Task 4: Final Report

With the conclusion of the data analysis work and siting evaluation RWC will compile the findings and strategy recommendations into a parking summary report for the City to review.

- 4.1 Compile draft final report summarizing Technical Memorandums 1 and 4 and generalized recommendations for budgeting to meet future parking needs. Submit to City staff for review and input.
- 4.2 Finalize Report per input derived from City staff review.

Deliverables (Task 4):

- Draft Final Report
- Final Report

Task 5: Meetings

Up to three meetings to review work, process, findings (per request by the Client)

- 5.1 Up to 3 meetings

ESTIMATED BUDGET

RWC proposes a not to exceed budget of \$34,984. See attached budget breakout.

SCHEDULE

RWC will work with the client to establish a task schedule for initiation and completion of work tasks and project deliverables.

ATTACHMENT
PROPOSED BUDGET – DETAIL BY TASK

	Williams	Ronchelli	Collins	Taylor	Vasbinder/ Williams	Field Surveyors / Data Entry	Total Hours	Expenses	
	Project Lead	Senior Associate	Associate	Editing & Report QC	Field Foremen	Data Collection			Amount per Deliverable
Task Items	\$175	\$145	\$120	\$60	\$40	\$27			Task Cost
Task 1: Project Kick-Off and Background Review	7	9	6	-	-	-	21.5	50	3,213
Task 2: Data Collection	9	30	32	0	70	140	281	\$ 776.00	17,121
Task 3: Data Entry and Analysis	5	8	4	0	12	25	54	\$ -	9,060
Task 4: Final Report	10	6	6	4	0	0	26	\$ -	3,580
Task 5: Meetngs (up to 3)	9	3	0	0	0	0	12	\$ -	2,010
Total Hours	40	56	48	4	82	165	394.5	\$ 826.00	
Total Cost	6,913	8,120	5,760	240	3,280	4,455			34,984
Task 1: Project Kick-Off and Background Review									
1.1 Finalize work scope with City/Agency Staff.	1.5	2	0	0	0	0	3.5	\$ -	553
1.2 Review of background materials including existing parking code/policies	1	2	2	0	0	0	5	\$ -	705
1.3 Finalize study areas (core zone and secondary study area).	0	1	0	0	0	0	1	\$ -	145
1.4 Project kick-off* meeting (on-site) with City staff	4	4	4	0	0	0	0	\$ 50.00	1,810
Subtotal Hours & Costs	7	9	6	-	-	-	21.5	\$ 50.00	3,213
Task 2: Data Collection									
2.1 Parking inventory data collection for on and off-street parking (in -field)	0	8	8	0	16	0	32	\$ 100.00	2,860
2.2 Data entry of inventory/inventory catalogue (Tech Memo)	0	0	0	0	10	8	18	\$ -	616
2.3 Parking utilization/occupancy data collection methodology memo	2	0	2	0	0	0	4	\$ -	590
2.4 Typical day parking utilization/occupancy data collection (core and secondary)	3.5	11	11	0	22	66	113.5	\$ 338.00	6,528
2.5 Typical day parking utilization/occupancy data collection (core and secondary)	3.5	11	11	0	22	66	113.5	\$ 338.00	6,528
Subtotal Hours & Cost	9	30	32	0	70	140	281	\$ 776.00	17,121
Task 3: Data Entry and Analysis									
3.1 Data entry, analysis and data summary	5	8	4	0	12	25	54	\$ -	3,670
3.2 Parking nodal analysis	4	2	2	0	0	0	8	\$ -	1,230
3.3 Parking demand analysis	4	2	2	0	0	0	8	\$ -	1,230
3.4 Data reports (2 Memorandum)	8	6	4	3	0	0	21	\$ -	2,930
Subtotal Hours & Cost	5	8	4	0	12	25	54	\$ -	9,060
Task 4: Final Report									
4.1. Draft Final Report (for City staff review)	8	4	6	3	0	0	21	\$ -	2,880
4.2 Final Report - incorporating City input	2	2	0	1	0	0	5	\$ -	700
Subtotal Hours & Cost	10	6	6	4	0	0	26	\$ -	3,580
Task 5: Meetngs (up to 3)									
5.1 Up to 3 Meetings (as requested by client)	9	3	0	0	0	0	12	\$ -	2,010
Subtotal Hours & Cost	9	3	0	0	0	0	12	\$ -	2,010

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

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]

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]

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, and 4 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).

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 error, omission, 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 must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.

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. 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 prior written notice from the Contractor or its insurer(s) to the City.

6. 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 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:	
<ol style="list-style-type: none"> 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): <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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

<p>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:</p> <ol style="list-style-type: none"> 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,
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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



Urban Renewal Agency

Meeting Date: 12/13/2016

Subject: Re-appointments - Resolution No.
2016-08

From: Melissa Grace, City Recorder / Legal
Assistant

Information

AGENDA ITEM:

Resolution No. 2016-08: A Resolution of the McMinnville Urban Renewal Board re-appointing members to the McMinnville Urban Renewal Advisory Committee.

BACKGROUND:

Please refer to attached resolution.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2016-08 re-appointing Kyle Faulk, Walt Gowell, and Kelly McDonald to the Urban Renewal Advisory Committee.

Attachments

Resolution No. 2016-08

RESOLUTION NO. 2016-08

A Resolution of the McMinnville Urban Renewal Board re-appointing members to the McMinnville Urban Renewal Agency Committee (MURAC).

RECITALS:

Resolution 2013-01 authorizes the McMinnville Urban Renewal Board to make appointments and re-appointments to MURAC by a majority vote of the Urban Renewal Agency Board; and

Kyle Faulk, Walt Gowell, and Kelly McDonald have all expressed an interest to continue to serve on MURAC.

NOW THEREFORE, BE IT RESOLVED BY THE MCMINNVILLE URBAN RENEWAL AGENCY as follows:

1. The McMinnville Urban Renewal Agency re-appoints Kyle Faulk, Walt Gowell, and Kelly McDonald to MURAC for terms expiring December 31, 2019.
2. This Resolution and these appointments will take effect January 1st, 2017.

Adopted by the Board of the McMinnville Urban Renewal Agency at a regular meeting held the 13th day of December, 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of December, 2016.

CHAIR OF THE URBAN RENEWAL BOARD

Approved as to form:



CITY ATTORNEY