

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**January 10, 2017
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 Council Chambers. 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 Agenda for the evening will be reviewed during the Dinner Meeting. Staff will be present to answer questions.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

The Mayor may limit the duration of these comments.

1. PROCLAMATION
 - a. Proclamation recognizing Councilor Larry Yoder.
2. OATH OF OFFICE - Mayor Hill and Councilors Garvin, Stassens, Menke.
3. ELECTION OF COUNCIL PRESIDENT
4. UNIDOS DECLARATION
5. WORK SESSION: Bag it Better
6. CONSENT AGENDA
 - a. Consider the Minutes of November 22nd and December 13th, 2016 Dinner and Regular Meetings.
7. RESOLUTIONS

- a. **Resolution No. 2017-01**: A Resolution approving the City Manager or designee to enter into and manage a contract with Smith-Wagar Brucker Consulting, LLC for budgetary and financial planning consulting services in an amount not to exceed \$10,000.00.
 - b. **Resolution No. 2017-02**: A Resolution approving the City Manager or designee to enter into and manage a contract with PlanB Consultancy, Inc. (PlanB) for accounting services in an amount not to exceed \$25,000.00.
8. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. Cash and Investment Reports - September & October 2016
9. ADJOURNMENT



City Council- Regular

Meeting Date: 01/10/2017

Subject: Proclamation

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Proclamation recognizing Councilor Larry Yoder.

BACKGROUND:

Attachments

Proclamation



PROCLAMATION

Whereas, Larry Yoder began his service to the City of McMinnville when he was appointed to Planning Commission on March 9, 2004; and

Whereas, Councilor Yoder was elected as City Councilor for Ward 3 and served three, four-year terms beginning December, 2005; and

Whereas, Councilor Yoder served over 25 years in various management positions within the agricultural community; and

Whereas, Councilor Yoder has an amazing ability to manage finances and personnel, and is excellent with customer relations; and

Whereas, Councilor Yoder has volunteered for the Sheridan Chamber of Commerce, Oregon Feed and Grain Association (as past President and Board Member), and as a Board Member of the Agricultural Cooperative Council of Oregon; and

Whereas, Councilor Yoder has served as liaison and Board Member to McMinnville Community Media, a member on the Parkway Committee, and Council President; and

Whereas, Councilor Yoder's passion to serve the community is admirable; and

Whereas, Councilor Yoder served the community for decades not only in civic and professional ways but in very personal ways by caring for many foster children; and

Whereas, Councilor Yoder serves with a kind and gracious spirit; and

Whereas, Councilor Yoder is widely known for his quiet but deep and sparkling sense of humor; and

Whereas, Councilor Yoder has great and wonderful good common sense; and

Whereas, Councilor Yoder's family has been a strong support system to him over his years of service; and

Whereas, Councilor Yoder's sense of service and commitment to the community is valued by the citizens of the City of McMinnville.

NOW, THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville do hereby proclaim ***January 10th***, 2017 as

Larry Yoder Day

in the City of McMinnville and urge citizens to reflect on the passion and leadership of this caring and community-minded Councilor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 10th day of January, 2017.



Scott A. Hill, Mayor



City Council- Regular

Meeting Date: 01/10/2017

Subject: Bag-it-better Work Session

From: Melissa Grace, City Recorder / Legal Assistant

AGENDA ITEM:

WORK SESSION: Bag it Better

BACKGROUND:

A work session has been scheduled with the Council to discuss a proposal brought forward by Zero Waste, requesting that the City of McMinnville adopt a ban against the use of most single-use plastic bags at retail stores located within the City. The purpose of the work session is to discuss various policy issues related to the proposed ban, in order to guide staff in preparing a draft ordinance to be brought back to the Council for a later public hearing.

Attached to this memo is an outline prepared by Zero Waste with a summary of provisions contained in similar ordinances that have been adopted by the cities of Ashland, Corvallis, Eugene, Forest Grove and Portland. Assuming that the City Council is in agreement regarding the threshold question of whether single-use plastic bags should be banned in the City of McMinnville, then the following policy areas reflect the areas where the five Oregon cities that have adopted bans differ in their implementation of the ban:

1. How to define the term "reusable bag"?
2. Whether Exceptions will be allowed to the rule. If so, then what exceptions?
3. Whether to prohibit plastic bags at City facilities, city-sponsored events, etc.
4. Whether to require mandatory charges for paper bags. If so, then what amount?
5. Whether to allow for hardship exceptions, and under what conditions.
6. Whether to provide for enforcement of the ban. If fines, then as what amount?
7. Whether to phase-in the requirements or include a minimum threshold based on the number of employees or size of the business. For example, would the ban be only apply to larger stores or be phased over a longer period of time for smaller stores, and if so, what is the appropriate size threshold for determining if a business is a larger or small store (i.e. > 10,000 sq. ft.; fewer than 50 FTE employees; etc.)?

Attachments

Outline

Bag It Better – Features of ordinances in OR cities

Feature	Notes
Oregon cities involved	Portland – city code chapter 17.103 Corvallis – Ordinance #2013-03 Eugene – Ordinance #20498 Ashland – Ordinance #3094 (closely follows Eugene) Forest Grove – draft ordinance (closely follows Eugene)
References ASTM 6400 standard	All cities
Defines paper bag as - 100% recyclable - 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: - heavy plastic > 2.25 mils thick (Corvallis) - plastic > 4.0 mils thick (Eugene/Ashland/FG/PDX)
Exceptions	(Corvallis/PDX) Plastic, in-store produce or bulk bags, prescription bags (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 Ashland = 10c (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 (see the Corvallis definition of retail establishment above)
Hardship exception by written request from a business, good for up to 1 year	Eugene/Ashland/Forest Grove (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 (Eugene/Ashland) Enactment begins 6 months after first adopted PDX – effective for groceries and stores > 10,000 sq ft as of March 1, 2013; for all retailers as of October 1, 2013

Bag it Better

Oregon – SB 1009 introduced during 2010 legislative session, but stalled in committee; then in 2011 regular session SB 536 was introduced, but also stalled; cities that had been watching & waiting then moved ahead on their own

Portland (Ordinance 184759 passed July 2011, effective October 2011; amended by Ordinance 185737 to expand to all retailers & restaurants by October 2013)

- Declares the purpose to reduce the negative effects of plastic bags: (1) As a source of litter; (2) As a hazard to wildlife; (3) As a persistent material in the environment
- First round applies to stores with gross receipts > \$2M + stores with pharmacies & > 10,000 sq ft
- allows only compostable bags, recycled-content paper bags or reusable bags to be provided by these stores
- exempts small bags for produce, meat, bulk foods, medicines
- exempts farmer's markets
- charge for paper bags is optional
- provides for enforcement and fines up to \$500 for violations

Eugene (Ordinance 20498 passed October 2012, effective May 2013)

- considered three impacts of throw-away plastic bags: (1) Litter and the resulting effect on wildlife; (2) Waste amount (is a small part of the waste stream); (3) Life-cycle resource use of plastic compared to paper
- Bottom line for Eugene: What is the council goal for reducing solid waste?
- 1) Plastic bags represent a very small portion of total waste.
 - 2) Banning only plastic leaves paper bags still in waste.
 - 3) Better recycling of either bag is not the ultimate goal. Eliminating the manufacture and use of single-use disposable bags, with all the associated material and energy inputs, is the goal.
- held two work sessions for retailers
 - employed on-line surveys for retailers & consumers
 - requires 5c charge for paper bags
 - exempts in-store "product" bags
 - requires businesses to provide either a paper bag or reusable bag to customers who use vouchers issued under the OHA Women, Infants and Children Program of ORS 409.600
 - allowed for retailer "hardship" exemptions (17 applied & all were approved)
 - allows for single-use bags for food carryout
 - did follow-up customer "intercept" surveys & retailer contact surveys

Corvallis (Ordinance 2012-13 passed July 2012; effective January 2013 for businesses with 50+ FTE, and July 2013 for all other businesses; amended by Ordinance 2013-03 May 2013, to clarify the language)

- city held a series of four meetings: (1) city staff with coalition that brought forward draft ordinance; (2) & (3) stakeholders meetings; (4) public hearing
- applies to all retailers

- requires 5c charge per paper bag
- requires businesses to provide either a paper bag or reusable bag to customers who use vouchers issued under the OHA Women, Infants and Children Program of ORS 409.600
- provides for enforcement and minimum fine of \$200 per infraction

Ashland (Ordinance 3094 approved May 2014, effective November 2014)

- utilized the city Conservation Commission for the development of the ordinance
- noted that some grocers had already discontinued using plastic carryout bags, making the transition easier
- included a statement of purpose at the beginning of the ordinance
- details of the ordinance seem to closely follow that of Eugene
- requires 10c charge per paper bag
- requires businesses to provide either a paper bag or reusable bag to customers who use vouchers issued under the OHA Women, Infants and Children Program of ORS 409.600
- allows for single-use bags for food carryout
- exempts in-store "product" bags

Forest Grove (in process; expect council vote Jan-Feb 2016)

- had the city Sustainability Commission draft the ordinance and coordinate the outreach
- exempts small businesses with < 10 FTE
- requires a 5c charge per paper bag
- have received a city grant for \$4500 & are seeking additional grant funds to buy enough reusable bags to provide at least one to each household

CA passed statewide ban in September 2014, to be effective July 2015, but opponents collected enough signatures to qualify for November 2016 ballot, meaning the ban is on hold until then.

Meanwhile, Hawaii becomes 1st state to impose statewide ban (July 2015)

Although Waste Management cannot take a position on one side or the other of a proposed bag ban in the city, the following comments were provided (by Jackie Lang):

For Waste Management and others in the recycling and environmental services industry, plastic bags are problematic because 1) it is not efficient or economical to recycle the type of film plastic in most parts of the country at this time, and 2) people practice "wishful recycling" by putting plastic bags in their recycling carts and the bags get caught in the equipment at recycling centers, forcing shutdowns and adding to the costs that local governments, businesses and residential customers pay for recycling services.



City Council- Regular

Meeting Date: 01/10/2017

Subject: Minutes

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Consider the Minutes of November 22nd and December 13th, 2016 Dinner and Regular Meetings.

BACKGROUND:

Attachments

November 22, 2016 Meeting Minutes

December 13, 2016 Meeting Minutes

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

Tuesday, November 22, 2016, at 6:00 p.m.

Presiding: Kevin Jeffries, Council President

Recording: Melissa Grace, City Recorder

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

Also present were Interim City Manager Candace Haines, City Attorney David Koch, Community Development Director Mike Bisset, Planning Director Heather Richards, Wendy Stassens, Adam Garvin, and a member of the news media, Tom Henderson of the *News Register*.

DINNER

CALL TO ORDER: Council President Jeffries called the Dinner Meeting to order at 6:23 p.m.

DISCUSSION REGARDING AGENDA ITEMS: Council President Jeffries asked for a volunteer to lead the Pledge of Allegiance and Councilor Hill volunteered.

Council President Jeffries reviewed the agenda for the evening.

UPDATE FROM EXECUTIVE DIRECTOR MARLENA BERTRAM ON YOUR COMMUNITY MEDIATORS OF YAMHILL COUNTY.

It was noted that Renee Vorm will be presenting the update rather than Marlena Bertram.

RESOLUTION NO. 2016-83: A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY FOR THE OREGON ROUTE 99W AT 2ND STREET SIGNAL REPLACEMENT TRANSPORTATION BOND PROJECT, AND EXERCISING THE POWER OF EMINENT DOMAIN.

Community Development Director Bisset explained that the Resolution being presented relates to the upgraded traffic light and roadway widening to add turn lanes at OR 99W and 2nd Street. In order to accomplish the project, it is necessary to acquire a very small parcel of property

located along the existing City right-of-way. The impact to the Fire Station driveway and parking at First Federal Bank was discussed.

RESOLUTION NO. 2016-84: A RESOLUTION APPROVING THE EXTENSION OF A LEASE BETWEEN THE CITY OF MCMINNVILLE AND GOOD OLDS PACE, LLC DOING BUSINESS AS CORNERSTONE COFFEE.

Council President Jeffries stated that Resolution No. 2016-84 will not be considered during the Regular Council Meeting. City Attorney Koch stated that the extension of the lease with Cornerstone Coffee will not be considered due to issues with the lessee.

ORDINANCE NO. 5015: AN ORDINANCE AMENDING ORDINANCE NOS. 4594 AND 3829 (MCMINNVILLE MUNICIPAL CODE SECTION 2.04.010) PERTAINING TO THE STARTING TIME OF REGULAR CITY COUNCIL MEETINGS, AND DECLARING AN EMERGENCY.

City Attorney Koch explained that as review of the Municipal Code has begun, it was discovered that the current meeting time of the Council is not aligned with the meeting time listed in the Municipal Code. The proposed Ordinance will bring the Municipal Code up to date with current practice.

ORDINANCE NO. 5016: AN ORDINANCE TERMINATING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH COASTCOM, INC AND REPEALING ORDINANCE 4996.

City Attorney explained that the Council had issued franchises to Astound Broadband, LLC and CoastCom, Inc. Astound Broadband, LLC has bought out CoastCom, Inc. Staff is recommending termination of the CoastCom franchise agreement as CoastCom Inc. is no longer in business.

ORDINANCE NO. 5017: AN ORDINANCE OF THE CITY OF MCMINNVILLE AMENDING THE MCMINNVILLE MUNICIPAL CODE, CHAPTER 5.42 TAXATION OF CANNABIS AND CANNABIS PRODUCTS TO AUTHORIZE CONTRACTING WITH A THIRD PARTY TO COLLECT TAXES.

City Attorney Koch explained that the proposed changes relate to the portion of the Ordinance outlining tax collection. He mentioned that the League of Oregon Cities worked with the Oregon Department of Revenue to development an intergovernmental agreement to collect the tax. The proposed changes to the Ordinance will allow for collection of tax through a third party. The other collection procedures in the Ordinance would remain in case it is determined to be in the City's best interest to collect the taxes.

RESOLUTION NO. 2016-85: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A MARIJUANA TAX COLLECTION AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT

OF REVENUE AND THE CITY OF MCMINNVILLE FOR THE COLLECTION AND ENFORCEMENT OF LOCAL MARIJUANA TAXES.

City Attorney Koch stated that the Resolution approves the intergovernmental agreement with the Department of Revenue for tax collection and enforcement.

Council President Jeffries announced that Councilor Hill would be leading the remainder of the Dinner Meeting as he may have a potential conflict of interest. Council President Jeffries added that he will be stating his potential conflict of interest during the Regular Meeting as well. Council President Jeffries left the room at 6:36 p.m.

PUBLIC HEARING: TO HEAR COMMENTS ON THE HIRING STANDARDS, CRITERIA AND POLICY DIRECTIVES SET FORTH IN EXHIBIT 1 OF RESOLUTION NO. 2016-86 (A RESOLUTION CONFIRMING PROCEDURES FOR THE HIRING OF A CITY MANAGER).

RESOLUTION NO. 2016-86: A RESOLUTION CONFIRMING PROCEDURES FOR THE HIRING OF A CITY MANAGER.

Interim City Manager Haines handed out a draft of the City Manager recruitment plan. She asked the Council if they would be interested in nominating Councilors to meet to narrow down panelists, interview questions, etc. Councilor Ruden, Councilor Hill, Councilor Menke, and Wendy Stassens volunteered. Ms. Haines detailed the timeline and recruitment plan for the City Manager.

Council requested a list of potential interview members to be brought to them on December 13th. Interim City Manager Haines stated that the Employee Representative Committee is very interested in participating in the interview process. The timing of the interviews and reception were discussed.

ADJOURNMENT: The Dinner Meeting was adjourned at 6:57 p.m.

Melissa Grace, City Recorder

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

Tuesday, November 22, 2016, at 7:00 p.m.

Presiding: Kevin Jeffries, Council President

Recording: Melissa Grace, City Recorder

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

Also present were Interim City Manager Candace Haines, City Attorney David Koch, Community Development Director Mike Bisset, Planning Director Heather Richards, Police Chief Matt Scales, Parks and Recreation Director Jay Pearson, Kids on the Bock Manager Janet Adams, Public Works Superintendent David Renshaw, and a member of the news media, Tom Henderson of the *News Register*.

AGENDA ITEM

CALL TO ORDER: Council President Kevin Jeffries called the meeting to order at 7:03 p.m. and welcomed all in attendance.

PLEDGE OF ALLEGIANCE: Councilor Hill led the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Council President Jeffries invited the public to comment.

Zach Dotson, 1138 SE Davis Street, stated that there is a new pipeline being built in Oregon, the Pacific Connector Gas Pipeline. He described the route of the pipeline and stated that it is a timber clearing project initially. He detailed the status of the various permits and stated that the project belongs to a Canadian Company. Mr. Dotson also discussed the Ruby Pipeline. He commented that many do not seem concerned and the pipeline cuts through forests and water. Mr. Dotson added that he does not understand this destructive form of consumption and industry and finds it difficult why any government would sit quiet or agree to continue such projects. He asked Councilors to make their voices heard and stand, and publicly state their solidarity with the rural and native communities fighting for justice. He asked that Councilors show that they do not support oil and gas infrastructure in the City, State or County and move towards a total ban on any future oil and gas projects within the City. He concluded by stating that water is life.

1. PRESENTATIONS

1.a. Update from Executive Director Marlena Bertram on Your Community Mediators of Yamhill County.

Rene Vorm Chairman of the Board for Your Community Mediators presented an update of activities conducted over the past year which included:

- Training new mediators in conjunction with George Fox;
- Truancy mediation;
- Continuing work with 12 cases per month at small claims court;
- Parenting plans; and
- Conflict resolution training at the juvenile detention center.

Ms. Vorm added that in February they will be providing listening services at the Senior Center.

She stated that McMinnville continues to use 65% of the resources of Your Community Mediators of Yamhill County which is \$52,000 of their \$80,000 total budget.

Ms. Vorm stated that they served 353 McMinnville Residents and held 162 mediations. She added that they are on budget and grateful for the City's support.

Councilors thanked Ms. Vorm for the work that Your Community Mediators does.

Ms. Vorm mentioned that they have asked the Court for some additional support.

1.b. Update from Executive Director Jody Christensen on McMinnville Economic Development Partnership.

Executive Director Christensen directed Council to the stories of local businesses in the Newsletter that she provided in the Council packets as well as a list of current projects. She shared that the McMinnville Economic Development Partnership is currently working on a number of projects that involve retention and expansion of existing businesses. She added that they are also focused on strategic recruitment efforts.

Ms. Christensen detailed the current projects adding that they are positive and strategic in their efforts. She stated that they are launching their first ever site tour on Urban Renewal Opportunities tour on December 8th.

Ms. Christensen stated that there will be a different kind of economic development strategy in the State due to the lack of video lottery funds to support Business Oregon. She stated that there will be some significant reductions in support with people and programs out of Business Oregon which will place more weight on the McMinnville Economic Development Partnership.

She mentioned that they continue to hear challenges regarding the workforce and this is something that needs to be addressed. Discussion ensued related to workforce recruitment and development.

The Councilors shared their appreciation for Ms. Christensen and stated they are impressed with the work that is being done at the McMinnville Economic Development Partnership.

1.c. Recognition of Jay Pearson for receiving the Oregon Recreation and Parks Association (ORPA) David E. Clark Honor Award.

Janet Adams, Program Manager for the Parks & Recreation Department acknowledged Jay Pearson, Parks and Recreation Director, for receiving the David E. Clark Honor Award. She added that this was a well deserved and important award for Mr. Pearson.

David Renshaw, Superintendent of Public Works stated that this is the highest award that the ORPA gives. Mr. Renshaw shared his observations of David Clark by mentioning his passion, ability to move people towards a common goal and willingness to share his expertise and experience with others. He added that Mr. Clark was a tremendous role model and tireless advocate. Mr. Renshaw stated that Mr. Pearson's attributes are very similar to those he described of Mr. Clark and he couldn't think of a more deserving honoree.

A video was shown reflecting Mr. Pearson's service throughout his 40 year career.

A photo of Mr. Pearson's family was displayed. Mr. Pearson's wife Becky Pearson was recognized for her support. Ms. Adams explained that working in Parks and Recreation is a lifestyle and passion and that the family has an important role.

Parks and Recreation Director Pearson stated that he is thankful for a great staff and family support. He shared that he was thankful for his staff that attended the award ceremony at the ORPA conference and humbled by the

award. He then explained ORPA and how they share information and are committed to the profession. Mr. Pearson stated that he appreciates everyone that has contributed to the Parks and Recreation Department including the staff and volunteers and he is proud to be a part of it.

The Council expressed their appreciation for Mr. Pearson's work over the years. They highlighted his passion and leadership in the community on committees, as a coach and role model for youth.

2. CONSENT AGENDA

2.a. **Resolution No. 2016-83:** A Resolution authorizing the acquisition of property for the Oregon Route 99W at 2nd Street Signal Replacement transportation bond project, and exercising the power of eminent domain.

2. b. ~~**Resolution No. 2016-84:** A Resolution approving the extension of a lease between the City of McMinnville and Good Olds Pace, LLC doing business as Cornerstone Coffee.~~

As mentioned during the Dinner meeting, Resolution No. 2016-83 was not considered.

Councilor Menke MOVED to adopt the consent agenda; SECONDED by Councilor Hill. Motion PASSED unanimously.

Council President Jeffries explained that he has a potential conflict of interest as he may be a candidate for the City Manager position. He stated that Councilor Hill would preside over the meeting for the following two items and he stepped away from the dias and out of the room.

Councilor Hill then led the meeting. He stated that item 5.b. Resolution No. 2016-86 would be considered immediately following the public hearing.

3. PUBLIC HEARING

3.a. Public Hearing: To hear comments on the hiring standards, criteria and policy directives set forth in Exhibit 1 of Resolution No. 2016-86 (A Resolution confirming procedures for the hiring of a City Manager).

Councilor Hill opened the public hearing at 8:03 p.m.

Mark Davis, 652 SW Washington Street. Mr. Davis stated that he has some concerns on how things will move forward. He asked how the City is going to do better. He commented on the list of criteria and mentioned

that he believes that instead of hearing from the citizens, the City Council should be talking to the citizens and explaining how the hiring will be done better this time. He stated that he is uncomfortable with Council President Jeffries possible application for the City Manager position. He mentioned that this creates an awkward position for the Councilors and the City and doesn't feel right. He stated it is time to look ahead and added that the criteria and standards seem reasonable but there is work to be done.

With no further comments coming before Council, Councilor Hill closed the Public Hearing at 8:07 p.m.

- 5.b. **Resolution No. 2016-86:** A Resolution confirming procedures for the hiring of a City Manager.

Councilor Yoder asked if the hiring process could be shared. Councilor Hill replied that there is a recruitment plan that outlines the steps that will be followed including an outline of dates, approaches, and how Council will get to the point of making the right decision. Councilor Hill addressed the concern with the hiring process being conducted during the holiday season by sharing that a call was held with Prothman where they explained that they believed there would be a number of good candidates.

Councilor Yoder mentioned that what he likes about this process is that it is a deeper, more thorough process than in the past and that the hiring process is not being taken lightly.

Councilor Menke stated that her take away from the last interview process that was conducted was that it was not enough. She stated that the Council knows more this time and the process will be more thorough.

Councilor Ruden thanked Mr. Davis for his timely, well thought out thoughts and concerns. He stated that Council shared his concerns. He stated that some parts of the process will be different and the process has been streamlined.

Councilor Hill mentioned that as a Council they have taken a look at gaps in the previous process. He explained that there is a lot more criteria related to public administration and a proven track record. Councilor Hill shared that the processes has been fine tuned and the Council will not be forced into making a decision unless it is right. Councilor Hill asked if

there were any other concerns or comments. No further comments were received.

Councilor Menke MOVED to adopt Resolution No. 2016-86 confirming procedures for the hiring of a City Manager; SECONDED by Councilor Ruden. Motion PASSED unanimously.

Council President Jeffries returned to lead the meeting at 8:17 p.m.

4. ORDINANCES

- 4.a. **Ordinance No. 5015:** An Ordinance amending Ordinance Nos. 4594 and 3829 (McMinnville Municipal Code Section 2.04.010) pertaining to the starting time of regular City Council meetings, and declaring an emergency.

City Attorney Koch mentioned that City Staff has begun to update the McMinnville Municipal Code and that one of the first things noticed was that the code states City Council meetings start at 7:30 p.m. not 7:00 p.m. He stated that Ordinance No. 5015 is a housekeeping Ordinance to bring the meeting time into conformity with the practice of beginning the meetings at 7:00 p.m. as has been done since 2009.

City Attorney Koch read by title only Ordinance No. 5015 amending Ordinance Nos. 4594 and 3829 (McMinnville Municipal Code Section 2.04.010) pertaining to the starting time of regular City Council meetings, and declaring an emergency. (No Councilor present requested that the Ordinance be read in full.) The title of the Ordinance was read for the second time. Ordinance No. 5015 PASSED by a unanimous roll-call vote.

- 4.b. **Ordinance No. 5016:** An Ordinance terminating a non-exclusive telecommunications franchise with CoastCom, Inc and repealing Ordinance 4996.

City Attorney Koch explained that in November 2015, the Council approved Ordinance 4996 which granted a non-exclusive telecommunications franchise to CoastCom, Inc. The following month, City Council approved Ordinance 4998 which granted a non-exclusive telecommunications franchise to Astound Broadband, LLC. In June of 2016, CoastCom, Inc. sold themselves to Astound Broadband, LLC. As a

result, the franchise agreement with CoastCom, Inc. is no longer necessary as they are no longer an operating entity.

City Attorney Koch read by title only Ordinance No. 5016 terminating a non-exclusive telecommunications franchise with CoastCom, Inc and repealing Ordinance 4996. (No Councilor present requested that the Ordinance be read in full.) The title of the Ordinance was read for the second time. Ordinance No. 5016 PASSED by a unanimous roll-call vote.

4.c.

Ordinance No. 5017: An Ordinance of the City of McMinnville amending the McMinnville Municipal Code, Chapter 5.42 Taxation of Cannabis and Cannabis Products to authorize contracting with a third party to collect taxes.

City Attorney Koch explained that the purpose of the Ordinance is to allow for an alternative tax collection process. He stated that the voters approved a three percent tax on the sale of marijuana items by marijuana retailers during the November 8th General Election. Ordinance 5004 originally adopted in April, 2016, included the imposition of the three percent tax and detailed procedures on how the City would collect the tax. Mr. Koch added that since the adoption of Ordinance No. 5004, the League of Oregon Cities negotiated with the Department of Revenue (DOR) on an intergovernmental agreement for the DOR to collect the three percent local tax. He stated that the proposed Ordinance adds a new section to the McMinnville Municipal Code that allows for the option for collection of tax through a third party.

City Attorney Koch read by title only Ordinance No. 5017 amending the McMinnville Municipal Code, Chapter 5.42 Taxation of Cannabis and Cannabis Products to authorize contracting with a third party to collect taxes. (No Councilor present requested that the Ordinance be read in full.) The title of the Ordinance was read for the second time. Ordinance No. 5017 PASSED by a unanimous roll-call vote.

5.

RESOLUTIONS

5. a.

Resolution No. 2016-85: A Resolution authorizing the City Manager to enter into and manage a Marijuana Tax Collection Agreement between the State of Oregon, acting by and through its Department of Revenue and the

City of McMinnville for the collection and enforcement of local marijuana taxes.

City Attorney Koch explained that Resolution No. 2016-85 allows for the City to enter into an agreement with the DOR to collect the tax at the same time as they are collecting the state tax. He stated that there is a service fee associated with this service. Staff believes that these fees are reasonable considering staff time and the services being offered including auditing through the DOR. Staff recommends entering into the agreement with the DOR.

Discussion ensued regarding auditing and the timing of tax payments.

Councilor Hill MOVED to adopt Resolution No. 2016-85 authorizing the City Manager to enter into and manage a Marijuana Tax Collection Agreement between the State of Oregon, acting by and through its Department of Revenue and the City of McMinnville for the collection and enforcement of local marijuana taxes; SECONDED by Councilor Ruden. Motion PASSED unanimously.

6. ADVICE/ INFORMATION ITEMS

6. a. Reports from Councilors on Committee and Board Assignments.

No reports were received.

6. b. Department Head Reports

No reports were received.

6.c. City of McMinnville Building Division Report for the period ending October 31, 2016.

6.d. McMinnville Community Media Financial Statements June 20, 2016 and 2015.

Council President Jeffries stated that Council will be adjourning into Executive Session under ORS 192.660 (2)(h) to discuss legal rights and duties regarding current litigation with the City Attorney. The Executive Session will take place in the Conference Room.

7. ADJOURNMENT: Council President Kevin Jeffries adjourned the Regular City Council Meeting at 8:29 p.m.

Melissa Grace, City Recorder

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, December 13, 2016, at 6:00 p.m.

Presiding: Kevin Jeffries, Council President
Scott Hill, Councilor

Recording: Melissa Grace, City Recorder

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

Also present were Interim City Manager Candace Haines, City Attorney David Koch, Community Development Director Mike Bisset, Planning Director Heather Richards, Library Director Jenny Berg, Councilor-elect Adam Garvin, and members of the news media, Tom Henderson of the *News Register*.

DINNER

CALL TO ORDER: Council President Jeffries called the Dinner Meeting to order at 6:21 p.m. and announced Councilor Hill would be leading the discussion.

DISCUSSION:

Councilor Hill reviewed the agenda for the evening.

Discussion ensued regarding voter-approved annexations and the need for further discussion on the topic.

Councilor Hill commented that he would like to get back to Zach Dotson regarding his public comments on the Dakota Access Pipeline. Discussion ensued regarding pipelines and gathering more information.

The process regarding appointments and re-appointments was discussed. Councilor Hill stated that there will not be re-appointments for the Planning Commission during the Regular Meeting. Planning Director Richards mentioned that there has been a historical practice of re-appointing

the current Commissioners as their terms expire. Discussion ensued regarding advertising for all vacancies and ensuring there is a transparent process of inviting citizens to participate. Ms. Richards stated that the current positions set to expire will be advertised. Discussion ensued regarding the interview process. Ms. Richards suggested that the lead staff member, supporting department head, and the Chair of the body along with two Councilors participate in the interview process and make recommendations to Council on appointments.

Interim City Manager Haines provided Council with a list of the various interview panels and interview questions related to the hiring of the City Manager.

ADJOURNMENT: The Dinner Meeting was adjourned at 6:57 p.m.

Melissa Grace, City Recorder

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

Tuesday, December 13, 2016, at 7:00 p.m.

Presiding: Kevin Jeffries, Council President
Scott Hill, Mayor

Recording: Melissa Grace, City Recorder

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

Also present were Interim City Manager Candace Haines, City Attorney David Koch, Community Development Director Mike Bisset, Information Technology Director Scott Burke, Planning Director Heather Richards, Patrol Captain Tim Symons, Library Director Jenny Berg, Councilor-elect Adam Garvin, and a member of the news media, Tom Henderson of the *News Register*.

AGENDA ITEM

CALL TO ORDER: Council President Kevin Jeffries called the meeting to order at 7:00 p.m. and welcomed all in attendance.

PLEDGE OF ALLEGIANCE: Council President Jeffries led the Pledge of Allegiance.

1. APPOINTMENT OF SCOTT HILL TO FILL THE UNEXPIRED TERM OF MAYOR RICK OLSON.

Council President Jeffries stated that the office of Mayor was declared vacant in October and that the City Charter allows for the vacancy to be filled by appointment.

Councilor Menke MOVED to appoint Councilor Hill to fill the vacancy of Mayor; SECONDED by Councilor Drabkin. Motion PASSED unanimously.

2. OATH OF OFFICE: Mayor Scott Hill

Mayor Hill invited former Mayors Ed Gormley and Rick Olson to the front of the room as well as former City Manager Kent Taylor and described how they had mentored him over the years.

City Attorney Koch administered the Oath of Office to Mayor Scott Hill.

Mayor Hill thanked Council President Jeffries for the role he took on during the Mayor's vacancy adding that his leadership and direction are appreciated.

Mayor Hill recognized former Mayor Olson for his decades of service and contributions to the community and stated that he looks forward to working with him in his new role as a County Commissioner. He then shared that when a permanent fire substation is constructed, the City Council proposes that it to be named the "Rick Olson Substation". In the interim there is a rented location where the EMTs and Ambulance Services are housed that will be called the "Rick Olson Substation".

Mayor Hill asked former Mayor Olson to comment. Former Mayor Olson stated that he was humbled and honored by the gesture. He stated that his years of service have been about the citizens of McMinnville. He addressed the Councilors and Councilors-elect stating that the future of McMinnville is in their hands and to keep doing what they do well and with a passion. Former Mayor Olson congratulated Mayor Hill.

Mayor Hill stated there would be a brief recess for a reception honoring former Mayor Olson. The Council meeting was recessed at 7:18 p.m. and reconvened at 7:42 p.m.

3. INVITATION TO CITIZENS FOR PUBLIC COMMENT: Council President Jeffries invited the public to comment.

Leif Schanche, 1355 SW Russ Lane shared that he has learned to say “yes” and be patient.

4. & 5. PUBLIC HEARING: 2014 McMinnville Housing Rehabilitation Community Development Block Grant and PRESENTATION: Block Grant funding update from the Housing Authority of Yamhill County

Mayor Hill opened the public hearing at 7:46 p.m.

Darcy Reynolds, Housing Rehabilitation Specialist, representing the Housing Authority (HAYC), and Yamhill County Affordable Housing Corporation (YCAHC) provided a summary on the Block Grant funding. She thanked the Council for partnering with YCAHC and HAYC on the 2014 Rehabilitation Community Development Block Grant (CDBG). Ms. Reynolds explained the need for the grant by sharing that owners of manufactured homes in parks had been ineligible for housing rehabilitation assistance in the past. She stated that assistance has been a huge and imminent need in the community and that many of the owners of the manufactured homes are seniors, disabled, or families with small children. Ms. Reynolds added that most of the households needing assistance have very low incomes with no resources to make the critical repairs needed. She shared that in 2013 the Housing Authority and the City of McMinnville worked together to apply for the 2014 Manufactured Home Grant program and in December of 2014, the City was awarded a \$400,000 grant.

Ms. Reynolds stated that the goal of the project was to assist at least 60 low income households and 115 individuals by repairing critical items on their homes. She then explained that the project was able to help 120 individuals in 52 homes; 30 of the homes were owned by elderly residents, 20 households had disabled occupants, and 15 had dependent children. The homes were located in McMinnville with the exception of one in Newberg. She stated that the grant funds were used to repair health or safety issues or that were immediate or likely to be in the next twelve months. Ms. Reynolds displayed pictures of the repairs and detailed the outcomes of the project:

- 13 leaking roofs were replaced and 5 were repaired;
- 20 homes had wheel chair ramps and porches built;
- 13 bathrooms were modified to meet the needs of disabled or elderly homeowners;
- 18 homes had leaking plumbing or fixtures repaired or replaced;

- 10 homes had electrical hazards repaired;
- 32 homes had water damage that was remediated;
- 5 homes required adequate ventilation systems be installed to eliminate moisture problems; and
- 15 homes had broken or defective windows and doors replaced.

Ms. Reynolds mentioned that although it may not seem logical to spend money on homes with little or no market value, the true value is in providing assistance and keeping a vulnerable population safely housed until a more sustainable form of affordable housing is developed. Ms. Reynolds displayed a chart reflecting the incomes of the households served by the project; 30 percent were extremely low income, 45 percent were very low income and 25 percent were low income.

Ms. Reynolds then explained that the US Department of Housing and Urban Development (HUD) defines affordable rent as when: “occupants are paying no more than 30 percent of their income for gross housing costs, including utilities.” She displayed a table detailing affordable gross rent by household size beside a table reflecting Yamhill County Fair Market Rents by unit size. She explained that the tables show the wide disparity between what is actually affordable for low income residents versus what is available to rent in the area. She stated that the average gross space for pad rental in McMinnville is \$500 and this is the only type of affordable housing currently available to low income residents in McMinnville. Ms. Reynolds stated that there is a critical need to create housing that is subsidized based on income.

Ms. Reynolds shared that HAYC continues to:

- explore new, innovative ideas in the arena of affordable, subsidized housing;
- partner with local governments and agencies to research and develop more affordable housing options; and
- help stabilize low and extremely low income families until more permanent affordable housing solutions can be found.

Ms. Reynolds concluded by speaking on the topic of City’s performance in relation to the 2014 Community Development Housing Rehabilitation Grant project. She stated that her experience working the City of McMinnville during this project was outstanding and that the City’s staff met the multitude of project requirements timely and accurately, and were pleasant to work with. Ms. Reynolds added that the City also performed very well during the state audit, with no performance findings. She recognized City officials and staff for their roles in making the project a success.

Discussion ensued regarding subsidizing affordable housing and the next opportunity to apply for another grant.

The Council thanked Ms. Reynolds for her presentation and partnership.

There were no further comments on the 2014 McMinnville Housing Rehabilitation Community Development Block Grant.

Mayor Hill closed the public hearing at 8:05 p.m.

6. CONSENT AGENDA

6.a. Request by Project M Production for a new liquor license at 2303 NE Orchard Avenue.

6. b. Consider the Minutes of November 8th Dinner and Regular Meeting.

6.c. **Resolution No. 2016-87**: A Resolution authorizing the City Manager or designee to enter into and manage a Personal Services Contract for transcription services with Susan Wood.

6.d. **Resolution No. 2016-88**: A Resolution authorizing the acquisition of property for the transportation bond project, and exercising the power of eminent domain.

Councilor Drabkin stated that she would be recusing herself from the vote because of a potential conflict with item 6.a. Request by Project M Production for a new liquor license at 2303 NE Orchard Avenue.

Councilor Menke MOVED to adopt the consent agenda; SECONDED by Council President Jeffries. Motion PASSED 4-0.

7. INTERVIEWS FOR PLANNING COMMISSION

7.a. Interview and **Resolution No. 2016-89**: A Resolution appointing _____ as a representative for Ward 1 of the Planning Commission.

Councilor Drabkin recused herself from the interviews and vote for Planning Commission representative due to a potential conflict. She stepped away from the dais.

The three applicants, Lori Schanche, Darrin Kazlauskas, and Erin Butler were interviewed separately. The Councilors asked the following questions to each applicant:

1. What are those qualities that you value most about the McMinnville community?

2. McMinnville prides itself on being a mid-sized Oregon city with a small town feel. When do you see as the top three land use concerns that face McMinnville now and in the future?
3. To follow up on the previous question, what skills or experiences would you bring to the commission that would be helpful in addressing those possible future concerns?
4. There may be times when, as a planning commissioner, you have land use criteria that legally point you toward one decision, and a hearing room full of concerned citizens that point you in the opposite direction. How would you manage that situation to reach a recommendation or decision?
5. Lastly, why should we appoint you to the Planning Commission at this time?

The Council commented that they were happy to see great candidates with energy and enthusiasm. Discussion ensued related to each of the candidates' qualifications.

Mayor Hill discussed the passion of volunteers in McMinnville and thanked the candidates.

Councilor Ruden MOVED to approve Resolution No. 2016-89: A Resolution appointing Lori Schanche as a representative for Ward 1 of the Planning Commission; SECONDED by Councilor Menke. Motion PASSED 4-0.

8. RESOLUTIONS

- 8.a. **Resolution No. 2016-90**: A Resolution appointing and re-appointing members to the various Boards, Committees, Commissions, and Task Force.

City Recorder Grace stated that Council was provided an updated Resolution and Memo removing Kris Stubberfield as a reappointment. She commented that there are now four vacancies on the Budget Committee. Ms. Grace reviewed the various appointments and re-appointments.

Council President Jeffries MOVED to adopt Resolution No. 2016-90 appointing and re-appointing members to the various Boards, Committees, Commissions, and Task Force; SECONDED by Councilor Ruden. Motion PASSED unanimously.

8. b. **Resolution No. 2016-91**: A Resolution approving Task Order No. 4 to the Personal Services Contract for the design of 5th Street and Alpine Avenue transportation bond measure projects.

Community Development Director Bisset explained that the Task Order deals with design costs that were not in the previously approved scope, costs associated with the re-bid process, and construction engineering services for the project. He shared a tentative schedule for rebidding the project and stated that he anticipates bringing a contract to Council for consideration in February.

Discussion ensued regarding the costs associated with rebidding the project. Mr. Bisset stated that \$16,000 was the cost to repackage the project for rebidding.

Councilor Ruden MOVED to adopt Resolution No. 2016-91 approving Task Order No. 4 to the Personal Services Contract for the design of 5th Street and Alpine Avenue transportation bond measure projects; SECONDED by Councilor Yoder. Motion PASSED unanimously.

8. c. **Resolution No. 2016-92:** A Resolution authorizing the City Manager or designee to enter into and manage a contract with _____ for replacement of front vestibule doors at the Library.

Library Director Jenny Berg stated a donation was made to the Friends of the McMinnville Public Library (The Friends) by the William F. and Rosedale J. Dickman Trust. A subcommittee was formed among The Friends to determine how to allocate the funds. The subcommittee determined that ADA accessible doors were important and needed at the Library. The City received written quotes and the Friends of the Library met to review the bids with Ms. Berg. Ms. Berg stated that ASSA ABLOY Entrance Systems is the company being recommended to replace the existing front doors in the vestibule with automatic sliding glass doors. She stated that The Friends have agreed to pay for the costs associated with the doors.

Councilors and staff thanked The Friends for their donation.

Councilor Drabkin MOVED to adopt Resolution No. 2016-92 authorizing the City Manager or designee to enter into and manage a contract with ASSA ABLOY Entrance Systems for replacement of front vestibule doors at the Library in an amount not to exceed \$20,000; SECONDED by Councilor Menke. Motion PASSED unanimously.

8. d. **Resolution No. 2016-93:** A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 8, 2016, in regard to Measure 36-181 “Imposing city tax on marijuana retailer’s sale of marijuana items” and the election of three City Councilors and the Mayor.

City Attorney Koch detailed the results of the November 8th General Election stating that Wendy Stassens won the Ward 1 City Councilor position with 2,541 votes; Kellie Menke won the Ward 2 City Councilor position with 3,661 votes; Adam Garvin won Ward 3 City Councilor position with 2,585 votes; Scott Hill won the position of Mayor with 8,248 votes; and Measure 36-181 “Imposing city tax on marijuana retailer’s sale of marijuana items” passed with 10,417 “Yes” votes.

Councilor Yoder MOVED to adopt Resolution No. 2016-92 approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 8, 2016, in regard to Measure 36-181 “Imposing city tax on marijuana retailer’s sale of marijuana items” and the election of three City Councilors and the Mayor; SECONDED by Councilor Ruden. Motion PASSED unanimously.

9. ADVICE/ INFORMATION ITEMS

9. a. Reports from Councilors on Committee and Board Assignments

Council President Jeffries thanked Community Development Director Bisset and his team for their responsiveness to citizens’ concerns related to a sidewalk.

Mayor Hill reviewed several upcoming events.

9. b. Reports from Department Heads.

Patrol Captain Tim Symons provided an update on the hiring for the lateral police officer position.

9.c. City of McMinnville Building Division Report for the period ending November 30, 2016.

9.d. Visit McMinnville – Audited Financial Statements & Audit Letters.

10. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 9:14 p.m.

Melissa Grace, City Recorder



City Council- Regular

Meeting Date: 01/10/2017

Subject: Resolution No. 2017-01

From: Melissa Grace, City Recorder / Legal Assistant

AGENDA ITEM:

Resolution No. 2017-01: A Resolution approving the City Manager or designee to enter into and manage a contract with Smith-Wagar Brucker Consulting, LLC for budgetary and financial planning consulting services in an amount not to exceed \$10,000.00.

BACKGROUND:

City management is developing a strategic and long-term financial plan which will have a focus on City services funded with General Fund resources. Management has determined that it would be in the City's best interest to contract with a consulting firm to provide assistance with developing preliminary information for strategic planning purposes and for making decisions related to the 2017-2018 fiscal year budget.

The services provided by the consulting firm would include:

- analyzing assumptions used in the City's long-term fiscal forecast model and recommending revisions;
- analyzing current revenue sources and identifying potential areas for maximizing those revenues;
- researching additional revenue sources and the methodology for implementation of new revenue sources; and
- providing appropriate, achievable recommendations.

Staff recommends contracting with the principals of Smith-Wagar Brucker Consulting, LLC who are well-qualified and have extensive expertise in financial planning and budgeting for local governments.

FISCAL IMPACT:

The contract extends through December 31st, 2017 and is a not-to-exceed contract of \$10,000.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2017-01 approving the City Manager or designee to enter into and manage a contract with Smith-Wagar Brucker Consulting, LLC for budgetary and financial planning consulting services in an amount not to exceed \$10,000.00.

Attachments

Resolution NO. 2017-01

Contract

RESOLUTION NO. 2017-01

A Resolution approving the City Manager or designee to enter into and manage a contract with Smith-Wagar Brucker Consulting, LLC for budgetary and financial planning consulting services in an amount not to exceed \$10,000.00.

RECITALS:

City management is currently considering development of a strategic and long-term financial plan, which would focus on City services funded with General Fund resources. Management has determined that it would be appropriate to contract with a consulting firm to provide assistance with developing preliminary information for that strategic planning and for decisions related to the fiscal year 2017 – 2018 budget. The consulting firm will provide research, analysis, and recommendations regarding revenue sources to support General Fund operations.

The City desires to contract with the firm of Smith-Wagar Brucker Consulting, LLC to provide this assistance. The principals of Smith-Wagar Brucker, a CPA and a Certified Public Finance Officer (CPFO), have extensive expertise in financial planning and budgeting for local governments and are well qualified to provide the consulting services needed by the City.

Professional consulting services provided by Smith-Wagar Brucker Consulting, LLC for Task Order #1 will include, but are not limited to, analyzing assumptions used in the City's long-term fiscal forecast model and recommending revisions, analyzing current revenue sources and identifying potential areas for maximizing those revenues, researching additional revenue sources and the methodology for implementation of new revenue sources, and providing appropriate, achievable recommendations.

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 Smith-Wagar Brucker Consulting, LLC is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Smith-Wagar Brucker Consulting, LLC.
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 10th day of January 2017 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of January 2017.

MAYOR

Approved as to Form:



CITY ATTORNEY

CITY OF McMinnville, Oregon

PERSONAL SERVICES CONTRACT

for

BUDGETARY AND FINANCIAL PLANNING CONSULTING SERVICES

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Smith-Wagar Brucker, LLC (Contractor). The City's Project Manager for this Contract is the Finance 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 December 31, 2017.

- 2. Statement of Work.** The work to be performed under this contract is anticipated to be described in one or more Task Orders that will each comprise a separate statement of work, including the delivery schedule for the work. Each Task Order will reflect 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 Task Order, 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 for all Task Orders not to exceed \$10,000.
 - 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.

[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

See attached Task Order(s)

Exhibit A – Task Order #1

1. Reviewing the forecast and assumptions

Process:

- Ensure full understanding of purpose of funds and any legal restrictions
- Review all forecasting tools in current use
- With staff assistance, analyze at department/account level parameters currently applied for growth in conjunction with historical trending
- Update any changes to the forecasting tools
 - Increase projections from three to five years

Deliverable (work product):

- Updated forecasting files with a five-year summarized projection

2. Determine if current revenues have room for growth

Process:

- As part of the analytical review of revenues, determine any revenues that have either statutory ability to grow, or historical trending indicators. Discuss with staff any indicators of increased growth (e.g. increased building permits).

Deliverable (work product)

- Forecasting files utilizing increased growth rates

3. Contact League of Oregon Cities, other local governments, etc. to identify options for new revenues

Process:

- Identify like-size cities, and those located within proximity of the City of McMinnville that deal with similar issues (county regulations, franchise fees, etc)
- Access data sets from the League of Cities to determine revenue sources within other cities – notate similarities and differences
- Research and contact other cities for information and recommendations on implementations of new revenue sources – success/failures, etc.

Deliverable (work product)

- Summary report of research – governments reviewed, revenues, similarities to McMinnville
- Forecasting files utilizing new revenue sources

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:

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: 01/10/2017

Subject: Resolution No. 2017-02

From: Melissa Grace, City Recorder / Legal
Assistant

AGENDA ITEM:

Resolution No. 2017-02: A Resolution approving the City Manager or designee to enter into and manage a contract with PlanB Consultancy, Inc. (PlanB) for accounting services in an amount not to exceed \$25,000.00.

BACKGROUND:

The Finance Department currently has an open accountant position that is not excepted to be filled as a result of the lack of qualified candidates; therefore, the City requires accounting assistance including but not limited to month-end closing and general ledger support.

The Finance Department would like to contract with PlanB Consultancy, Inc to provided the assistance described above as the City has a long-term positive relationship with Plan B. It is anticipated that the accounting assistance will be required from January through April, 2017.

FISCAL IMPACT:

The contract extends through December 31st, 2017 and is a not-to-exceed contract of \$25,000.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2017-02 approving the City Manager or designee to enter into and manage a contract with PlanB Consultancy, Inc. (PlanB) for accounting services in an amount not to exceed \$25,000.00.

Attachments

Resolution No. 2017-02

Contract

RESOLUTION NO. 2017-02

A Resolution approving the City Manager or designee to enter into and manage a contract with PlanB Consultancy, Inc. (PlanB) for accounting services in an amount not to exceed \$25,000.00.

RECITALS:

The Finance Department currently has an open accountant position which will likely not be filled for several months, due to the lack of qualified candidates. Therefore, the City requires accounting assistance related, but not limited to, month-end closing and general ledger support, enabling timely completion of essential accounting functions performed by Finance Department.

The City desires to contract with the firm of PlanB Consultancy, Inc. to provide this assistance. The City has a long-term relationship with the partner of PlanB, Mr. Rob Moody, who has assisted the City with various accounting services in the past. PlanB's proposal states that the work related to the engagement will be performed primarily by Mr. Moody, Partner, with support from other PlanB team members as necessary or appropriate. Mr. Moody is well qualified to provide these services.

Professional accounting services provided by PlanB will include, but are not limited to, completing month-end bank reconciliations and general ledger closing, analyzing and reconciling general ledger accounts, and preparing adjusting journal entries. It is anticipated that PlanB's accounting assistance will be required from January through April 2017.

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 PlanB Consultancy, Inc. is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with PlanB Consultancy, Inc.
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 10th day of January 2017 by the following votes:

Ayes: _____

Nays: _____

Approved this 10th day of January 2017.

MAYOR

Approved as to Form:



CITY ATTORNEY

CITY OF McMINNVILLE, OREGON

**PERSONAL SERVICES CONTRACT
for
ACCOUNTING SERVICES**

This Contract is between the CITY OF McMINNVILLE, a municipal corporation of the State of Oregon (City) and PlanB Consultancy. (Contractor). The City's Project Manager for this Contract is the Finance 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 December 31, 2017.
- 2. Statement of Work.** The work to be performed under this contract consists of providing accounting assistance related, but not limited to, month-end closing and general ledger support. The statement of work, including the delivery schedule for 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 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 \$25,000.
 - 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 48 hours 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

(See attached)

January 3, 2017

Marcia Baragary, Finance Director
City of McMinnville, Oregon
151 Main Street W
McMinnville, OR 97361

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 PlanB Consultancy, Inc. (PlanB) to consult with and assist the City with general accounting services and support as described in Attachment A – Scope of Work.

Our Understanding of Your Needs

We understand that the City requests accounting assistance related, but not limited to month-end closing and general ledger support. That assistance is currently requested for the months January through April of 2017.

Services and Scope of Work

PlanB 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 account reconciliation and analysis, as well as proposing adjusting entries to the City's accounting system. 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 mid-January, 2017 following approval by the City Council. We propose spending approximately between 50-100 hours per month working at and for the City. During this time, PlanB will provide on-site and remote support as detailed in Attachment A – Scope of Work. Additional services as 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 PlanB 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 systems and data 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 PlanB to provide and ensure PlanB 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 \$90 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 \$25,000. 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.

PLANB CONSULTANCY, INC

By: _____
Robert G. Moody, Jr., Partner

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

Signature

Title

Date

**ATTACHMENT A
SCOPE OF WORK**

Accounting Assistance - PlanB

Perform account analyses, reconciliation, adjustments and other support to month-end closings, budget preparation and general ledger accounting support as requested or directed by the Finance Director or Finance Department staff for the period January through April, 2017, with hours per month as estimated below:

January, 2017	110 hours
February, 2017	55 hours
March, 2017	50 hours
April, 2017	55 hours

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
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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
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(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: 01/10/2017

Subject: Cash and Investment Report - September & October 2016

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

AGENDA ITEM:

Cash and Investment Reports - September & October 2016

BACKGROUND:

Please see attached Cash and Investment Reports for September & October 2016.

Attachments

Cash & Investment Report-Sept 2016

Cash & Investment Report-Oct 2016

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND
September 2016

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$308,383.66	\$3,996,666.20	\$4,305,049.86
05	Special Assessment	685.77	204,618.82	205,304.59
07	Transient Lodging Tax	566.88	(2,000.00)	(1,433.12)
10	Telecommunications	647.12	1,030.00	1,677.12
15	Emergency Communications	363.90	119,094.81	119,458.71
20	Street (State Tax)	771.11	1,874,376.41	1,875,147.52
25	Airport Maintenance	414.87	869,749.03	870,163.90
40	Public Safety Facility Construction	605.20	2,805.24	3,410.44
45	Transportation	337.12	15,719,992.26	15,720,329.38
50	Park Development	239.92	1,200,143.02	1,200,382.94
58	Urban Renewal	128.11	9,000.00	9,128.11
59	Urban Renewal Debt Service	947.90	163,395.85	164,343.75
60	Debt Service	459.07	171,734.31	172,193.38
70	Building	928.60	760,000.00	760,928.60
75	Sewer	233.38	1,287,736.69	1,287,970.07
77	Sewer Capital	861.95	15,724,103.65	15,724,965.60
79	Ambulance	570.64	338,835.28	339,405.92
80	Information Systems & Services	478.33	182,713.61	183,191.94
85	Insurance Reserve	934.60	1,393,290.54	1,394,225.14
CITY TOTALS		318,558.13	44,017,285.72	44,335,843.85

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.15%	\$ 318,558.13
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	\$ 2,002,826.53
N/A	State of Oregon	Local Government Investment Pool (LGIP)	0.94%	25,412,981.34
N/A	State of Oregon	Park Improvement Bonds (LGIP)	0.94%	822,872.60
N/A	State of Oregon	Transportation Bond (LGIP)	0.94%	15,158,472.13
N/A	MassMutual Financial Group	Group Annuity	3.00%	620,133.12
				<u>\$ 44,335,843.85</u>

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND
October 2016

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$2,850,291.72	\$811,430.83	\$3,661,722.55
05	Special Assessment	991.35	153,618.82	154,610.17
07	Transient Lodging Tax	856.09	129,000.00	129,856.09
10	Telecommunications	648.32	1,030.00	1,678.32
15	Emergency Communications	786.90	119,094.81	119,881.71
20	Street (State Tax)	869.86	1,912,919.26	1,913,789.12
25	Airport Maintenance	700.02	883,749.03	884,449.05
40	Public Safety Facility Construction	607.65	2,805.24	3,412.89
45	Transportation	73.21	15,568,824.19	15,568,897.40
50	Park Development	367.59	1,323,834.71	1,324,202.30
58	Urban Renewal	582.00	2,001,000.00	2,001,582.00
59	Urban Renewal Debt Service	938.10	144,550.00	145,488.10
60	Debt Service	916.02	185,196.72	186,112.74
70	Building	663.47	759,000.00	759,663.47
75	Sewer	173.26	1,264,482.87	1,264,656.13
77	Sewer Capital	18.82	16,232,103.65	16,232,122.47
79	Ambulance	560.62	289,835.28	290,395.90
80	Information Systems & Services	985.89	185,713.61	186,699.50
85	Insurance Reserve	587.75	1,391,290.54	1,391,878.29
CITY TOTALS		2,861,618.64	43,359,479.56	46,221,098.20

MATURITY	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
DATE			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.15%	\$ 2,861,618.64
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	\$ 12,002,893.24
N/A	State of Oregon	Local Government Investment Pool (LGIP)	1.03%	15,658,339.58
N/A	State of Oregon	Park Improvement Bonds (LGIP)	1.03%	789,747.49
N/A	State of Oregon	Transportation Bond (LGIP)	1.03%	14,281,323.85
N/A	MassMutual Financial Group	Group Annuity	3.00%	627,175.40
				<u>\$ 46,221,098.20</u>