



Kent Taylor Civic Hall
200 NE Second Street
McMinnville, OR 97128

City Council Meeting Agenda

Tuesday, July 14, 2020

6:00 p.m. – Work Session - **CANCELED**

7:00 p.m. – Regular Council Meeting

Welcome! The public is welcome to attend, however if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's Executive Order we are limiting the amount of people at Civic Hall and if we meet capacity we may ask you to leave. **With new face covering mandate all who wish to attend public meetings must wear a face mask or some kind of face covering is required.**

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- Email at any time up to 12 p.m. the day of the meeting to Claudia.Cisneros@mcminnvilleoregon.gov;
- If appearing via telephone only please sign up prior to the meeting by emailing the City Recorder at Claudia.Cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;
- Join the zoom meeting; send a chat directly to City Recorder, Claudia Cisneros, to request to speak and use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic.

You can live broadcasts the City Council Meeting on cable channels Xfinity 11 and 331,
Frontier 29 or webstream here:

www.mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/94063537569?pwd=dEVycjVLemdRWi9DaWwyYTRCOVdzZz09>

Zoom ID: 940-6353-7569

Zoom Password: 019168

Or you can call in and listen via zoom: 1-253- 215- 8782

ID: 940-6353-7569

6:00 PM – COUNCIL WORK SESSION – **CANCELED**

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER & ROLL CALL
2. 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: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702 or Claudia.Cisneros@mcminnvilleoregon.gov.

3. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports

4. CONSENT AGENDA
 - a. Consider the Minutes of the November 12, 2019 City Council Work Session and Regular City Council Meeting.

5. RESOLUTION
 - a. Consider **Resolution No. 2020-45**: A Resolution authorizing the City Manager to enter into a contract with Stryker Medical through the Houston Galveston Area Cooperative Purchasing Program (HGAC) for the purchase of eight (8) new Physio Control LIFEPAK 15 Monitor/Defibrillator's.
 - b. Consider **Resolution No. 2020-46**: A Resolution authorizing the City Manager to enter into a sub-grant agreement with McMinnville Water and Light for CARES Act funding through the Coronavirus Relief Fund program.

6. ORDINANCE
 - a. Consider **Ordinance No. 5093**: An Ordinance Repealing And Replacing Title 15 Of The McMinnville City Code, Specific To Buildings And Construction, Amending Section 2.50.510, Specific To Code Compliance - Applicability, And Sections 8,10.250, Health And Safety – Motor Vehicles, And Section 8.10.035, Health And Safety – Storage.

7. ADJOURNMENT

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

Tuesday, November 12, 2019 at 6:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Rebecca Holmes

Councilors: Present

Remy Drabkin

Zack Geary

Kellie Menke, Council President

Sal Peralta

Wendy Stassens

Adam Garvin

Also present were: City Manager Jeff Towery, Finance Director Jennifer Cuellar-Smith, Police Chief Matt Scales, Human Resources Manager Kylie Bayer, Fire Department Operations Chief Amy Hanifan , and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 6:19 p.m.
2. DISCUSSION ON CITY MANAGER EVALUATION: Sean O’Day, Executive Director of Mid-Willamette Valley Council of Governments (MWVCOG).

Mr. O’Day introduced himself and the COG. One of the things they did was help facilitate the evaluation of Chief Executive Officers of cities. The process they used was an online survey that the Council filled out, the City Manager conducted a self-evaluation by filling out the same form, and the COG aggregated the Council’s responses into a report. The report also provided a bar chart that presented the average Council weighting as well as the City Manager’s self-evaluation and there was a table with the breakdown of responses. In summary, the average Council weighting in all areas was either meets or exceeds job standards and in many areas the average weighting went into the outstanding area.

City Manager Towery viewed the overall results as positive and consistent with respect to the rankings and comments. It gave him the opportunity to continue to improve and address the needs of the Council and community. There were no surprises as the comments had been topics of conversations either at Council meetings or during one on one sessions over the course of the year. He thought it was a fair assessment of the work that he did on

behalf of the Council. He appreciated the support and constructive criticism. He planned to have more structured one on one meetings with all members of the Council, reinstating dinner meetings for the Council, and a continued focus on moving forward with the Strategic Plan.

Councilor Stassens thought a lot of things were going well and those that could be improved were shared responsibilities with City Council and how they worked together with the City Manager. There were a lot of great ideas to address those things. It was a work in progress for all of them. She appreciated all of the work the City Manager had done this year.

Councilor Garvin expressed appreciation for the City Manager's responses on the evaluation and the areas for improvement. He also appreciated all of the Council's comments.

Council President Menke also appreciated the energy, thought, and ingenuity the City Manager had put into the job over the last year.

Mayor Hill looked forward to having more unity among the Council in 2020 and having more dialogue with the City Manager. He thought some of the City Manger's strengths were building a strong staff team to support the work of the City, his years of experience, and wide-spread knowledge. He thought the comments on the evaluation gave dimension to the 1-5 rating. He thanked the City Manager for his partnership and help in solving difficult problems.

Mr. O'Day stated from a regional perspective, Mr. Towery set the gold standard.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 6:33 p.m.

s/s Claudia Cisneros
Claudia Cisneros, City Recorder

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

Tuesday, November 12, 2019 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Rebecca Holmes

Councilors: Present

Remy Drabkin
Zack Geary
Kellie Menke, Council President
Sal Peralta
Wendy Stassens
Adam Garvin

Also present were: City Attorney Walt Gowell, City Manager Jeff Towery, Finance Director Jennifer Cuellar-Smith, Police Chief Matt Scales, Human Resources Manager Kylie Bayer, Fire Department Operations Chief Amy Hanifan, Planning Director Heather Richards, Senior Planner Chuck Darnell, Community Development Director Mike Bisset, and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:01 p.m. and welcomed all in attendance.

2. PLEDGE OF ALLEGIANCE

Councilor Stassens led the Pledge of Allegiance.

3. INVITATION TO CITIZENS FOR PUBIC COMMENT

Mike Burr, McMinnville resident, worked with homeless populations. He discussed how the community had contributed in good faith to the Mission and had shut down the C-Wish program. He was concerned that the Gospel Mission program was not operating in a manner that addressed the chronically mentally ill population in McMinnville. He had been directing people to go to the Mission on the nights when it was freezing and he learned that the Mission was not planning to open until December 1 no matter the temperature. Under some pressure, they marginally opened but not in a way that was friendly to the homeless community. In response, First Baptist opened an emergency shelter for five days. They met with Community Mental Health who confirmed that the Mission was not serving the needs of the chronically mentally ill. Something needed to be

done immediately. What was promised had not been delivered and they needed to make sure that the facilities created by the community were being used at their highest and best.

Councilor Peralta asked how many days during the cold weather snap the Mission was closed when it was needed. Mr. Burr stated they were closed the first night, and the rest of the nights they said if people called at 8:30, they could come at 9. That was unreasonable for the chronically mentally ill, those with physical disabilities, and those who did not have phones.

Doug Johnson, McMinnville resident, wanted the City to grow as an inclusive community that celebrated diversity. The Visit McMinnville promotional video was not inclusive in the images and quotes. He thought the Latino community was being erased and there was no celebration of diversity. It was diametrically opposed to the Council's goal to foster an inclusive community. He thought they needed to think critically about the kind of community they wanted and how to get there.

Jan Montgomery, McMinnville resident, discussed the Air Show traffic. It was stated that the show ultimately did not cost the City anything to host, however it had cost her a totaled car. The highways were messy, there were many crashes, and there were no traffic controls for highways and for entering Highway 18. She had no objection to another Air Show, however she suggested traffic controls for these areas and where the guests entered and exited the show.

4. PRESENTATIONS:

4.a. Oregon International Air Show

Bill Braack, Oregon International Air Show President, agreed that the traffic planning was the weakest part and they had some work to do to improve that. He introduced Tony Haun, Board Member, Greg Zuthan, incoming Board Chair, and Faith Stanfield, Marketing Director. He explained the steps taken after the event was approved in June to host the Royal Airforce Red Arrows. They had never been to Oregon before. They received a lot of support from City staff, key partners, and hanger tenants. They met with several community members and business leaders throughout the process. Many volunteers helped on the day of the event and several groups had received cash donations. They had received a lot of feedback from the community with a lot of questions about the next steps and future air shows. They looked forward to working with the City and community to answer those questions. He presented each Councilor with a 2019 Air Show Coin and gave the City an Air Show poster. The Council gave them a Challenge Coin in return.

Councilor Garvin asked if they had a debrief meeting with their partners. Mr. Braack said that process was underway.

Councilor Garvin asked if they hit the attendance projections. Mr. Braack said on Saturday they had about 10,000 and on Sunday about 7,000 people attended. Given the weather, they were pleased with the event attendance.

Councilor Garvin asked since the show had been reduced from the size in Hillsboro, did they think it was still a worthwhile and profitable endeavor? Mr. Braack said they were pleased with the results and were in a good position.

Councilor Peralta thought the show was positively received by most of the community. He asked how many complaint calls they got and what were the issues. Mr. Braack said the calls were mostly related to noise. The total number was about two dozen calls.

Councilor Drabkin said she had received calls and emails all throughout the day about the noise and pollution.

Councilor Peralta wanted to make sure that the rural, agricultural neighbors were notified of the show and that it might impact livestock. Mr. Braack said they were notified. He understood that not everyone was interested in flying and the effects of the show, however they had numerous families with autistic children in attendance who used the noise as a form of therapy.

Councilor Geary encouraged them to pursue zero waste for the event.

Mayor Hill shared his experiences from the show and how he had received positive feedback from citizens. Many students came on Friday to have an educational experience as well. On Saturday night many of the sponsors and pilots were able to have dinner under the Spruce Goose at the Evergreen Aviation & Space Museum.

Council President Menke stated Saturday was fabulous.

4.b. Historic Landmarks Committee Annual Presentation

Senior Planner Darnell discussed the Historic Landmarks Committee roles and responsibilities including managing the historic resources inventory, reviewing alterations to historic resources, conducting survey and studies, and raising public awareness of historic resources. He listed the current HLC members and discussed the 2019 Work Plan. The accomplishments in 2019 included 10 meetings, review of 8 land use applications, Historic Preservation Plan, and This Place Matters campaign. Some of the applications the Committee reviewed included a new apartment building

on 1025 NE 1st Street, demolition of a building on 618 NE 3rd Street, new construction at 618 NE 3rd Street, new construction at 903 NE 3rd Street, and a home and ADU at 714 SE Washington Street. He discussed the upcoming work in 2020. They had applied for and received a Certified Local Government Grant of \$11,500 to do a reconnaissance level survey, updates to historic resources inventory materials, and outreach to owners of historic buildings in McMinnville. The survey would include the residential areas south of downtown. The RFP would be released in November and a consultant would be selected to begin the work in early 2020. Some other 2020 activities would be promoting National Preservation Month in May, continuing the Historic Preservation Award program, and focusing on outreach and updates to the website, use of social media, and presence at events like the Farmer's Market.

Councilor Geary asked about the outreach to historic property owners. Senior Planner Darnell said the information was not readily available currently, especially for people purchasing property. They wanted to have better outreach and share information about the program and the benefits of it. They had also talked about trying to do something with the deed that would make people more aware of it.

Councilor Geary asked about the recent issue of non-compliance regarding a hand rail. Senior Planner Darnell explained the applicant wanted to replace a hand rail on a porch with material that was not the same as the rest of the porch. It was not approved by the Committee and that decision was appealed to the Planning Commission. The Planning Commission upheld the decision of the Committee and the property owner was working towards replacing it.

Councilor Peralta asked if that material was a function of the City code or required by State law. Senior Planner Darnell said it was in the code to be compliant with the State Administrative Rules related to historic preservation and Goal 5.

Councilor Peralta asked if the code went beyond what was required by the State of Federal laws. There was a strong consensus in the downtown community that the City ordinances related to redevelopment made it more difficult or impeded the redevelopment of some of the historic properties on 3rd Street. What they might be left with was knock downs of those facades. There was also tension between the requirements of the fire code and the historic preservation code which wanted to preserve everything in its original form. He suggested reviewing the code to see if they were going further than they needed to. He noted Senior Planner Darnell and the Historic Landmarks Committee had a lot of respect from the community.

Planning Director Richards said the City's historic preservation program was mirrored after the State's standards that also followed the Secretary of Interior's standards. Those were for exterior improvements only. She thought all projects had been able to successfully navigate that process. She thought the problem was with the building code and there were properties downtown where to reactivate a vacant space took more to bring it up to code. The two big investments were fire and seismic upgrades and there were property owners struggling through that process. It was a fire code/building code issue, not historic preservation program issue. There were two state programs that looked at interior rehabilitation projects where the interior was also regulated. There were no projects in the City that were actively participating in those programs. Sometimes there was conflict with the historic regulations and preserving historic integrity and meeting building code requirements. The state recently adopted the International Existing Building Code which would make it easier to rehab historic properties and still get to the same safety thresholds in terms of fire and seismic safety.

Senior Planner Darnell clarified that they had changed the code to be compliant with the State Administrative Rules and Secretary of Interior's standards, but did not add any additional regulations to them. Councilor Peralta was concerned that there were residents who had historic homes and did not know it. They might have a financial situation when they had to update.

Planning Director Richards said there was the ability to do an administrative review based on the amount of change proposed to the landmark which would be less expensive than taking it to the Historic Landmarks Committee. She agreed there was an issue with property owners knowing they had historic landmarks and they were trying to figure out a method to get that recorded so people would know when they purchased a property. In the 1980s they went through a comprehensive review of all properties that were 50 years or older and a lot of properties hit the landmarks list. They had discussed revisiting that landmarks list to make sure the right properties were on the list and in the right category and that the categories were being reviewed in the right way. It took time and they were working through the process.

Senior Planner Darnell said that would be one of the outcomes of the consultant work. After the survey, they would provide recommendations for updates to the inventory.

Councilor Stassens asked what the most effective way to get the information to citizens was. Senior Planner Darnell said they planned to use social media, have a presence at events, and partner with people to get the word out.

Planning Director Richards clarified the Committee had a goal for education and outreach. They would be using some of the grant funds to put the resources in one place to give people easy access to the information about the properties and to educate them about the value of historic properties and the stories they were sharing.

Councilor Stassens agreed there was a struggle to get the word out because there wasn't one place people could go to get the information. She suggested engaging the real estate community to help with the education.

Planning Director Richards said one of the last pieces they wanted to do was set up a resource center where they could have the right team to do the work so people could access the information.

Mayor Hill was impressed with the Committee's strength, understanding, and knowledge.

5. **ADVICE/INFORMATION ITEMS**

City Manager Towery introduced new Finance Director Jennifer Cuellar-Smith.

Finance Director Cuellar-Smith stated she was thrilled to join the team.

5.a. **Reports from Councilors on Committee & Board Assignments**

Councilor Geary stated the Historic Landmarks Committee would meet on Thursday and the Landscape Review Committee would meet tomorrow. The Kids on the Block were still waiting for the joint meeting with the School Board and City.

Councilor Drabkin said the last two Housing for the Homeless Subcommittee meetings had been canceled, however the work was still continuing. One of the projects was taking a County owned foreclosed property to turn it into a safe house. The Affordable Housing Task Force met and discussed potential housing opportunities with Oregon Housing and Community Services, did a map review of the City for affordable housing project locations, and discussed Action Plan revisions. The City hosted the Department of Land Conservation and Development regarding HB 2001 and 2003. There was an upcoming community meeting on the Floating Zone concept. There were also openings on the Task Force.

Councilor Stassens reported on the Urban Renewal Advisory Committee meeting where the budget and projects that had not moved forward such as wayfinding and the rooftop lighting were discussed. They also discussed a restaurant off of Lafayette that was requesting a drive-thru. That would require an amendment to the Gateway District standards.

Councilor Garvin reported YCOM would be meeting on Thursday. At the last meeting YCOM voted to collect Air Show fees from the City since the Air Show did not reimburse them.

Councilor Peralta had talked with a property owner on Alpine who was concerned about the foot traffic that had not materialized on the street yet. It was negatively impacting the anchor businesses. He encouraged anything that would bring more gravity of business investment there. The Council of Governments Executive Committee met and voted to be the Agency of Record for the new Marion/Polk Continuum of Care, however Yamhill County was not participating at this time. Earlier this fall he pointed out Multnomah County and Portland had adopted laws to regulate contributions and expenditures for elections. He encouraged the Council to adopt a new ordinance that would address campaign finance disclaimers and disclosures and contribution limits modeled after the Portland statute. He made a presentation to the Oregon Board of Forestry about a program to increase investment for reforestation private lands and to set up and market a protocol for carbon sequestration.

Council President Menke endorsed the financial reporting suggested by Councilor Peralta. There were three openings on the Budget Committee. Visit McMinnville met last week and discussed the economic development process for the Urban Growth Boundary Project Advisory Committee. There would be a PAC meeting tomorrow.

Planning Director Richards clarified the Public Advisory Committee was working on public and employment land needs for the City. Tomorrow they would be looking at the Buildable Lands Inventory maps. For the public lands discussion, they had visited with different agencies and City staff. They would also be making sure there were enough employment lands to implement the Economic Development Strategic Plan and to employ future residents.

Mayor Hill reported on the Mid-Willamette Advisory Transportation Committee meeting where they set the 2020 priority which was the Newberg Dundee Bypass. The Oregon Transportation Commission would be meeting on November 21 and he planned to attend. This Friday would be the County Housing Solutions meeting in Newberg. The Local Governments Dinner would be on November 21 and City Holiday Dinner would be on December 13.

5.b. Department Head Reports

Fire Department Operations Chief Hanifan said they had hired a new Day Medic who would be starting at the end of the month.

Finance Director Cuellar-Smith said the auditors were in the house.

Community Development Director Bisset reported on the Airport Commission meeting where an operational update was given. Some lights on the main runway had been out and electricians had repaired them. They also discussed pavement strength and heavy equipment, the runway apron project which would be done in 2021, airport layout update in 2024, and recent land use compliance inspection. The inspection resulted in the City needing to seek interim approval for the Comcast lease and Oregon State Police lease and to produce an Exhibit A property map of the airport that documented the history of the acquisition of property parcels and receipt of federal funds over time which would be the basis for future property decisions. They also needed to update some lease language and revisit the minimum commercial standards. Several parties had been interested in constructing new hangars at the airport. Staff was working on the bid documents for refurbishing the Jet AA tank. Some tree obstructions would be removed in the runway approaches. There was one opening on the Commission and interviews were scheduled for next week.

Planning Director Richards announced two openings on the Planning Commission and youth liaison opportunities on the Historic Landmarks Committee, Landscape Review Committee, Urban Renewal Advisory Committee, and Planning Commission.

City Manager Towery said he was appointed to the Host Committee for the ICMA Conference in 2020 which would be in Toronto. He would be at a Host Committee planning meeting December 6-8.

6. CONSENT AGENDA

- a. Consider Minutes of the July 23, 2019 Work Session and Regular City Council Meeting.

Councilor Drabkin MOVED to adopt the consent agenda as presented; SECONDED by Councilor Peralta. Motion PASSED unanimously.

7. ADJOURN: The meeting was adjourned at 8:47 pm.

Claudia Cisneros, City Recorder



**City of McMinnville
Fire Department**
175 NE 1st Street
McMinnville, OR 97128
(503) 435-5800
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: June 25, 2019
TO: Mayor and City Councilors
FROM: Rich Leipfert, Fire Chief
SUBJECT: Resolution # 2020-45 Approving Purchase of New Monitor/Defibrillators for Fire Department
STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

OBJECTIVE/S: Provide exceptional police, municipal court, fire, emergency medical services (EMS), utility services and public works

Report in Brief: The cost of this project requires City Council Authorization. This resolution authorizes the purchase of the new EMS equipment from capital funds. The quote has been obtained through a cooperative purchasing procurement process of which we are a member.

Background: On June 23, 2020, the City Council adopted the 2020-2021 annual budget. One capital purchase in the budget for the Fire Department was for Monitor/Defibrillators to replace existing units. The current units are no longer serviced or supported by the manufacturer. As a result we have had to contract with other companies using parts to repair our equipment. Down time of the current units has increased and many do not have all of the functionality of communicating directly with the hospitals that we need to have.

Discussion: The Monitor/Defibrillators are a key piece of equipment used by our medics when handling cardiac emergencies. They provide the opportunity for our medics to treat everything from irregular heart rhythms to cardiac arrest. Our Physician Sponsor asked that we evaluate models that have the ability to increase electrical therapy levels above a preset standard. This quote includes these models. The EMS team of the department participated in an evaluation process to select the model and manufacturer that provided the ability of our medics to best meet the needs of our community.

Attachments:

Quote from Stryker Medical
Resolution 2020-45

Fiscal Impact: \$255,456.61

Recommendation: Approval of resolution # 2020-45

RESOLUTION NO. 2020 – 45

A Resolution authorizing the City Manager to enter into a contract with Stryker Medical through the Houston Galveston Area Cooperative Purchasing Program (HGAC) for the purchase of eight (8) new Physio Control LIFEPAK 15 Monitor/Defibrillator's.

RECITALS:

The Monitor/Defibrillators are a key piece of equipment used by our medics when handling cardiac emergencies. They provide the opportunity for our medics to treat everything from irregular heart rhythms to cardiac arrest. Our Physician Sponsor asked that we evaluate models that have the ability to increase electrical therapy levels above a preset standard. This quote includes these models. The EMS team of the department participated in an evaluation process to select the model and manufacturer that provided the ability of our medics to best meet the needs of our medics to best meet the needs of our community.

The current units are no longer serviced or supported by the manufacturer. As a result we have had to contract with other companies using parts to repair our equipment. Down time of the current units has increased and many do not have all of the functionality of communicating directly with the hospitals that we need to have.

Physio Control products that met our requirements were competitively bid through the HGAC process and awarded Contract number EE008-19. It has been verified that purchases for goods and services made through HGAC meet purchasing requirements as established by Oregon Revised Statutes. Stryker Medical is the Vendor for Physio Control Monitors/Defibrillators.

Funding for the new Monitor/Defibrillator's is included in the adopted FY 20-21 Fire Department. Ambulance Capital Fund.

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

1. That entry into the Contract with Stryker Medical for the purchase of eight (8) Physio Control, LIFEPAK 15 Defibrillators in the amount of \$255,456.61 is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Stryker Medical.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 14th day of July 2020 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 14th day of July 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



LP15 / LP1000

Quote Number: 10078583

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: MCMINNVILLE FIRE DEPT

Rep: Ben Wintermute

Attn:

Email: ben.wintermute@stryker.com

Phone Number:

Quote Date: 07/03/2020

Expiration Date: 10/01/2020

Delivery Address

Name: MCMINNVILLE FIRE DEPT
Account #: 1110914
Address: 175 E FIRST ST
MCMINNVILLE
Oregon 97128

End User - Shipping - Billing

Name: MCMINNVILLE FIRE DEPT
Account #: 1110914
Address: 175 E FIRST ST
MCMINNVILLE
Oregon 97128

Bill To Account

Name: MCMINNVILLE FIRE DEPT
Account #: 1110914
Address: 175 E FIRST ST
MCMINNVILLE
Oregon 97128

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	8	\$29,387.67	\$235,101.36
2.0	41577-000289	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-12 Patient Cable, 12ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 8ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	8	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	30	\$345.80	\$10,374.00
4.0	11140-000015	AC power cord	7	\$58.10	\$406.70
5.0	11141-000115	REDI-CHARGE Base (power cord not included)	7	\$1,043.25	\$7,302.75
6.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	8	\$448.00	\$3,584.00
7.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	8	\$235.90	\$1,887.20
8.0	11220-000028	LIFEPAK 15 Carry case top pouch	8	\$42.70	\$341.60
9.0	11260-000039	LIFEPAK 15 Carry case back pouch	8	\$60.90	\$487.20
10.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	8	\$30.10	\$240.80
11.0	11160-000013	NIBP Cuff-Reusable, Child	8	\$18.20	\$145.60
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	8	\$25.20	\$201.60
14.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	8	\$0.00	\$0.00



LP15 / LP1000

Quote Number: 10078583

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: MCMINNVILLE FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Ben Wintermute

Email: ben.wintermute@stryker.com

Phone Number:

Quote Date: 07/03/2020

Expiration Date: 10/01/2020

#	Product	Description	Qty	Sell Price	Total
16.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	2	\$285.60	\$571.20
17.0	11111-000020	ECG Cable, 12-lead - 8ft Trunk cable with AHA limb leads	8	\$277.20	\$2,217.60
18.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	8	\$110.60	\$884.80
21.0	11171-000065	Masimo™ M-LNCS® DB1, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	10	\$251.25	\$2,512.50
22.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	10	\$187.50	\$1,875.00
23.0	11171-000042	Masimo™M-LNCS® Neonatal/Adult Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	2	\$330.75	\$661.50
24.0	11996-000484	4G Titan III Trio Modem: AT&T WiFi/Cellular/Audio (audio on/off configurable by customer) for use with Stryker data plan	8	\$1,491.75	\$11,934.00
Equipment Total:					\$280,729.41

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
99997-000291	Trade in of non-Stryker device towards the purchase of a Stryker device	7	-\$4,000.00	-\$28,000.00
TIN-PRO-LP15	Trade-IN Power-PRO to LP 15	1	-\$2,500.00	-\$2,500.00

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
13.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	11/17/2019	11/16/2020	\$2,208.00	\$2,208.00
15.1	78000005	On Site PM for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	8	04/13/2020	04/12/2021	\$377.40	\$3,019.20
ProCare Total:							\$5,227.20



LP15 / LP1000

Quote Number: 10078583

Version: 1

Prepared For: MCMINNVILLE FIRE DEPT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Ben Wintermute

Email:

ben.wintermute@stryker.com

Phone Number:

Quote Date: 07/03/2020

Expiration Date: 10/01/2020

Price Totals:

Grand Total: \$255,456.61

Comments:

Meets or exceeds HGAC pricing

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

DENYING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Purchase Order Form



Account Manager **Ben WIntermute**
 Cell Phone **503-791-7595**

Purchase Order Date **7/3/2020**
 Expected Delivery Date **ASAP**
 Stryker Quote Number **10078583**

BILL TO		CUSTOMER # 1110914
Company Name	McMinnville Fire Dept	
Contact or Department	Phillip Riggs	
Street Address	175 E First St	
Add'l Address Line		
City, ST ZIP	McMinnville, OR 97128	
Phone	503-961-5247	

SHIP TO		CUSTOMER # 1110914
Company Name	McMinnville Fire Dept	
Contact or Department	Phillip Riggs	
Street Address	175 E First St	
Add'l Address Line		
City, ST ZIP	McMinnville, OR 97128	
Phone	503-961-5247	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
Reference Quote: 10078583	1	255,456.61
TOTAL*		<u>255,456.61</u> -

Accounts Payable Contact Information

Name: _____
 Email: _____
 Phone: _____

Authorized Customer Signature

Printed Name: _____
 Title: _____
 Signature: _____
 Date: _____

Attachment: **Stryker Quote Number 10078583**

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

* Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote



City of McMinnville
Finance Department
230 NE Second Street
McMinnville, OR 97128
(503) 434-2350

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: July 14, 2020
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Sub-grant CARES Act agreement with McMinnville Water and Light
MANDATE: Federal Uniform Grant Guidance 2 CRF 200

STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.



COMMUNITY SAFETY & RESILIENCY

Proactively plan for and responsibly maintain a safe and resilient community

Report in Brief:

This action is the consideration of a resolution to enter into a sub-grant agreement with McMinnville Water and Light for federal CARES Act funding.

Background:

With the passage of the federal Coronavirus Aid, Relief, Economic Security Act ("CARES Act"), Oregon received over \$1.6 billion through the Coronavirus Relief Fund (CRF). The Governor and legislative leaders chose to share these funds with municipal organizations in the statewide fight against the virus.

Support for local governments is an important component of the effort to address pandemic-related costs. The federal government sent \$246.8 million directly to jurisdictions with populations over 500,000: Washington County, Multnomah County, and the city of Portland. For cities, counties, and special districts that did not receive CRF funds directly from the federal government, the state is committing \$400 million of its CRF funds: \$200 million will be set aside to directly reimburse expenses incurred related to COVID-19; and \$200 million will be used to continue covering costs related to personal protective equipment, testing, contact tracing, and isolation/quarantine.

Discussion:

Under the authority granted in the City's Declaration of Emergency, the City Manager signed an initial federal funding certification for the State of Oregon on May 20, 2020, and a grant agreement with the State of Oregon on June 29, 2020, regarding the City's participation in the CRF program for costs associated with the response to and mitigation of the Covid-19 public health emergency.

At a June 18, 2020, meeting between staff of the Department of Administrative Services of the State of Oregon, McMinnville Water and Light and the City of McMinnville the unique circumstances of the CRF program and our jurisdictions was discussed. The state clarified that the standards it used to define local

jurisdiction eligibility mean that the costs for covid-19 activities for McMinnville Water and Light that are eligible under the CRF must be passed through the City of McMinnville. The federal uniform grant guidance under 2 CFR 200 requires that this relationship be established with a sub-recipient grant agreement. For these reason counsel at the two local entities drafted a sub-grant agreement governing the CRF grant responsibilities between the two jurisdictions.

Fiscal Impact:

Strictly on a financial basis, the funds to be paid McMinnville Water and Light are reimbursements of their own grant-eligible expenditures.

Because the sub-grant agreement terms include a provision that should any of the sub-grantee's expenses later be deemed ineligible for this program, McMinnville Water and Light will reimburse any amount the City is required to return to the donor agency.

Recommendation:

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into the sub-grant agreement for the CRF program with McMinnville Water and Light.

Attachments:

1. Resolution No. 2020-46
2. Sub-grant agreement
3. Sub-grant agreement Exhibit 1 (Grant agreement between the State and the City of McMinnville)
4. Sub-grant agreement Exhibit 2 (McMinnville Water and Light project budget)

RESOLUTION NO. 2020 - 46

A Resolution authorizing the City Manager to enter into a sub-grant agreement with McMinnville Water and Light for CARES Act funding through the Coronavirus Relief Fund program.

RECITALS:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, included \$1.6 billion for Oregon through the Coronavirus Relief Fund (CRF), \$400 million of which has been designated by the Legislature and Governor for use by local government entities.

On May 20, 2020, the City Manager signed a federal funding certificate and on June 29, 2020, signed Grant Agreement 1088 with the State of Oregon, both executed under the authority of the City's Declaration of Emergency for the Covid-19 public health crisis, to establish the City of McMinnville's ability to participate in the CRF program.

On June 18, 2020, the State of Oregon clarified that the eligible expenses to be reimbursed with the CRF funds from McMinnville Water and Light must be passed through the City of McMinnville.

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

1. The City Manager is hereby authorized and directed to execute the sub-grant agreement with McMinnville Water and Light associated for the CARES Act Grant Agreement 1088 signed between the State of Oregon and the City of McMinnville.
2. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 14th day of July 2020 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 14th day of July 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

SUBGRANT AGREEMENT

This Subgrant Agreement ("this Agreement") is entered into between the City of McMinnville ("Grantee", "Local Jurisdiction" or "City of McMinnville"), and the City of McMinnville, acting by and through its Water and Light Commission ("Subgrantee, "McMinnville Water and Light," or "MW&L").

RECITALS

- A. The Local Jurisdiction (City of McMinnville) is receiving the following grant from the State of Oregon acting by and through its Department of Administrative Services ("Agency" or "State"):
 1. Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (collectively "the CARES Act" or "Acts") the Department of Administrative Services ("Agency") is authorized to enter into a grant agreement with the Grantee (City of McMinnville) and provide funding for the purposes described in the **Grant No. 1088**, attached as **Exhibit 1**, incorporated herein by this reference ("**the Cares Act Grant**").
- B. Subgrantee is a subdivision of the City of McMinnville under the McMinnville City Charter and a municipal electric and water utility under state law.
- C. As provided in Exhibit 1, a portion of the Grant Funds awarded in Grant N0. 1088 are based on qualifying Project expenditures made by Subgrantee, as further set forth in **Exhibit 2. ("Subgrant Project Budget")**.
- D. By this intergovernmental agreement, pursuant to ORS 190.110(4) the parties intend that the Grantee will act for itself and on behalf of MW&L to receive and disburse Grant Funds to itself and to Subgrantee in a manner consistent with the Subgrant Project Budget.

THEREFORE, the parties agree as follows

I. ELIGIBLE ACTIVITIES

- A. For the use of Grant Funds, eligible Project activities are defined in the Exhibit A of the Cares Act Grant agreement, attached hereto as Exhibit 1.

II. RESPONSIBILITIES OF LOCAL JURISDICTION

Local Jurisdiction has these responsibilities:

- A. The local jurisdiction is responsible to comply with the Cares Act Grant as set forth in Exhibit 1; and
- B. Make disbursements to Subgrantee pursuant to this Subgrant Agreement and the Cares Act Grant in a manner consistent with the Subgrant Project Budget (Exhibit 2); and
- C. Grant Agreement Responsibilities: With regard to the Grant Agreement Local Jurisdiction shall:
 - 1) Monitor and Oversee Subgrantee. With regard to activities carried out by Subgrantee under the Grant Agreement, Local Jurisdiction shall:
 - a) Provide monitoring and oversight as required by the grant agreement;
 - b) Ensure that Subgrantee complies with the CARES Act and Regulations, and the terms of this subgrant agreement;

- c) To the extent allowed under Section VII of this Agreement (Suspension and Termination), recover on behalf of the state any liabilities that may arise as the result of the breach of the Grant Agreement by Subgrantee;
 - d) Meet with Subgrantee as necessary to monitor Project requirements and ensure that all Project activities comply with the Acts and Regulations. Participants will review applications and other Project documentation to ensure that Project requirements are being met in a timely manner;
 - e) Identify City of McMinnville personnel to work with Subgrantee to ensure that all Project requirements are being met in a timely manner;
 - f) Other miscellaneous items such as required by the grant.
- 2) Timeliness – Act timely with regard to the grant agreement.
- D. Insurance. Local Jurisdiction shall maintain at all times insurance as required by Section 12 and Exhibit B of the Cares Act Grant agreement (Exhibit 1 attached hereto).
- E. Notices. Local Jurisdiction shall provide Subgrantee with a copy of all notices received by the Local Jurisdiction from the State related to this Subgrant Agreement.
- F. Other Responsibilities. Local Jurisdiction shall fulfill any other responsibilities it has undertaken in this Agreement and in the Grant Agreement.

III. RESPONSIBILITIES OF SUBGRANTEE

A. Generally

- 1. Subgrantee shall meet with Grantee as necessary to ensure that all requirements for Project activities under the Grant and related Acts are met in a timely manner.
- 2. Subgrantee shall work closely with the Grantee (City of McMinnville) personnel who shall be appointed to ensure compliance with terms of conditions of the Cares Act Grant agreement.
- 3. Subgrantee shall repay to Grantee any portion of subgrant payment as a result of noncompliance of all this Agreement, or the repayment of funds to the State of Oregon received pursuant to the Grant Agreement and further received by MW&L, not limited to the above responsibilities.
- 4. Gain authority from its governing body to enter to Agreement.

B. Grant Agreement Responsibilities.

Subgrantee shall perform the following tasks as they relate to the Grant No. 1088 (the Cares Act Grant):

- 1. Grant Administration: Grant administration duties include but are not limited to:
 - a) Prepare grant budgets, schedules and amendments (related to subgrant);
 - b) Set up systems to assure compliance with state and federal program requirements. For example: grant accounting system; and
 - d) Assisting Local Jurisdiction in meeting report submissions and other requirements, as applicable; and
 - e) Prepare documents and reports as required and provide them to the local jurisdiction for review; and
 - f) Prepare all required reports in a timely fashion and submit to the Local Jurisdiction for review in time to allow for the meeting of specific deadlines required by the grant; and
 - g) As required by Section 10.4 of the Cares Act Grant, if as result of the subgrant Subgrantee is exposed to or acquires Confidential Information, Subgrantee will

treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of grant Section 10.

- h) Comply with all other requirements of the Grant Agreement applicable to the funds received by MW&L, all of which requirements are hereby incorporated into this Agreement by this reference.
- 2. Project Management: Subgrantee shall perform all tasks necessary for the subgrant to Subgrantee.
- 3. Maintenance of Case Files and Other Records:
 - a) The Subgrantee will maintain subgrant financial records in accordance with **Section 19** of the Cares Act Grant agreement.

C. Staffing

- 1. Subgrantee shall assign such staff as is appropriate to carry out its responsibilities in a timely and professional manner.

IV. TIME OF PERFORMANCE

- A. Grant Agreement Services: N/A

V. COMPENSATION

- A. Grant Agreement Services: N/A

VI. NOTICES

Notices required by this Agreement shall be in writing and mailed by first class mail. Until otherwise notified in writing, notices shall be directed to the following representatives:

A. Grant Manager is:

Jennifer Cuellar
230 NE 2nd Street
McMinnville, OR 97128
Phone: 503-434-2350
Email: Jennifer.Cuellar@mcminnvilleoregon.gov

B. Subgrantee's Manager is:

Mark Dunmire
PO Box 638,
McMinnville, OR 97128
Phone: 503-472-6158
Email: markd@mc-power.com

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. Voluntary Termination: Subject to the terms of the Cares Act Grant agreement (Exhibit 1) the parties may jointly agree to terminate this Agreement, upon such terms and conditions as they mutually agree.
- B. Involuntary Termination
 - 1. Written Notice and Opportunity to Cure. If either party substantially fails to comply with any material term of this Agreement, or with any of the rules, regulations or

- provisions referred to herein, the other party shall give written notice of such noncompliance to the party allegedly in default. The notice shall state the specific manner in which the party has failed to comply with this Agreement or rules, and shall give that party no less than 30 days, or such longer time as may be reasonably necessary under the circumstances, in which to remedy such breach. If such noncompliance is not corrected within the time provided, the party not in default may suspend or terminate this Agreement, in whole or in part.
2. Suspension of Payments. If there is evidence of fraud or misappropriation of funds, the Local Jurisdiction may withhold any further compensation to Subgrantee, until such time as the Subgrantee is in compliance with this Agreement.
 3. Remedies. Remedies are limited by the Cares Act Grant agreement (Exhibit 1; Section 16).
 - a) If there is a material breach by Subgrantee Local Jurisdiction shall be entitled to recover from the Subgrantee any sums that may become due as a result of a breach of this Agreement by Subgrantee.
 - b) In the event of termination by Local Jurisdiction, Subgrantee may pursue any remedy allowed in law or equity.

VII. GENERAL CONDITIONS

- A. General Compliance. Both parties agree to comply with the Cares Act Grant and the terms and conditions set forth in the Acts and to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.
- B. Conflict of Interest. No employee, agent, consultant, officer, or elected or appointed official of the Local Jurisdiction or the Subgrantee receiving Grant Funds who exercises or has exercised any functions or responsibilities with respect to Project activities who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, as defined in the program policies, during his/her tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).
- C. Independent Contractor.
 1. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subgrantee shall be responsible exclusively for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its officers, agents and employees.
 2. The Subgrantee and Local Jurisdiction agree that there is no relationship under this agreement except as specified herein. The Local Jurisdiction exercises no control over, is not responsible for the acts of, and assumes no specific responsibilities to or for officers, employees or agents or the public in general, except as specified in this Agreement. The Subgrantee shall not claim any relationship with the Local Jurisdiction as agent, representative or employee which is not expressly set forth in this agreement.

- D. Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
- E. Indemnification and Hold Harmless. To the extent permitted by the Constitution and Statutes of the State of Oregon, including but not limited to the Oregon Tort Claims Act, each party shall hold harmless, defend and indemnify the other party from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the party's performance or nonperformance of the services or subject matter called for in this Agreement, or the receipt of funds that are later determined by the State of Oregon to be recoverable pursuant to the Grant Agreement.
- F. Insurance
1. The Subgrantee will comply with **Exhibit B** of the Local Jurisdiction grant agreement (Cares Act Grant, **Exhibit 1**, hereto) with regard to the Agency.
- G. Assignment. Either party may assign this Agreement, but only with the prior written consent of the other party..
- H. Amendments
1. The Local Jurisdiction and Subgrantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and pre-approved, by the Local Jurisdiction's and MW&L's (Subgrantee's) highest elected official or Certifying Officer and .
 2. The Local Jurisdiction may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. Local Jurisdiction shall notify Subgrantee in writing of any such amendment. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications must be by written amendment, and pre-approved by the Local Jurisdiction and Subgrantee.
 3. Changes to the project goals, schedule, or budget related to the Grant Agreement may be made only through a written amendment to this Agreement, signed by the Subgrantee and Local Jurisdiction. The State shall have a minimum of ten days to review proposed amendments prior to signing by the parties.
- I. Attorney Fees. Each party is responsible for its own attorney fees.
- J. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-keeping.

1. Records to be maintained.
 - a) Subgrantee shall maintain all records as described in the Cares Act Grant agreement at subsection 19.13 (Records Maintenance and Access). Exhibit 1, attached hereto.
2. Close-Outs. Subgrantee's Grant Agreement obligations to the Local Jurisdiction shall not end until the State determines that the project can be administratively closed.
3. Audits and Inspections

- a) Audits shall be conducted as described in the Cares Act Grant, Exhibit C of Exhibit 1 attached hereto.
- 4. Procurement. To the extent applicable, Subgrantee shall procure all materials, property or services in accordance with state law and applicable federal law.

X. OTHER CONDITIONS RELATED TO GRANT AGREEMENT

A. **Federal Terms.** Subgrantee will comply with federal terms described in Section 2 of **Exhibit C** of the Cares Act Grant (grant document attached hereto as Exhibit 1).

- 1. Subgrantee must comply with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subgrantee must inform contractors and employees, in writing, in the predominant language of the workforce, of the employee whistle blower rights and protections under 41 USC § 4712.
- 2. Subgrantee will comply with audit provisions described in Exhibit C to the Care Act Grant (Exhibit 1, hereto).

XI. EFFECTIVE DATE: The effective date of this Agreement is _____, 2020.

CITY OF McMinnville

Jeff Towery
City Manager
DATE: _____

APPROVED AS TO FORM

City Attorney

McMINNVILLE WATER AND LIGHT

Date

Scott A. Hill, Mayor and Ex-Officio member of the Water and Light Commission

ATTEST:

Date: _____

Trena McManus
Clerk of the Commission

List of Exhibits:

Exhibit 1. Grant Agreement (Exhibit A – Project; Exhibit B – Insurance; Exhibit C – Federal Terms and Conditions).

Exhibit 2. Subgrant Project Budget

STATE OF OREGON GRANT AGREEMENT

Grant No. 1088

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Administrative Services ("Agency") and City of McMinnville ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the First Cost Period, as that term is defined below.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of March 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee's Grant Manager is:

Name: Jennifer Cuellar-Smith

Address: 230 NE Second Street, McMinnville OR 97128

Phone: 503-434-2350

Email: jennifer.cuellar@mcminnvilleoregon.gov

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed the amount of eligible costs for the Project incurred during the period March 1, 2020, to May 15, 2020 (the "First Cost Period"). Agency will pay the Grant Funds from monies available through its Coronavirus Relief Fund ("Funding Source"). Future disbursements from the Funding Source for cost periods after the First Cost Period will require an amendment to this Grant pursuant to Section 19.3.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the First Cost Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a local government or tribal government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.4 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by

law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees,

subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the

nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.

- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services



By: _____
George Naughton DAS Chief Financial Officer

June 29, 2020
Date

City of McMinnville

Digitally signed
by Jeffrey R.
Towery
Date: 2020.06.26
17:26:22 -07'00'

By: Jeffrey R. Towery
Authorized Signature

6/26/2020
Date

Jeffrey Towery
Printed Name

City Manager
Title

93-6002204
Federal Tax ID Number

085256626
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: s/ Sam Zeigler
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 6/10/20
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the First Cost Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

SECTION III. RESERVED

SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. For the First Cost Period, Grantee must send its requests for disbursement via email to Agency's Grant Manager identified in Section 4. Future reimbursement requests shall be submitted via an Agency-developed grant website portal.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

Required Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

Required Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

"Contract" means this Grant or any contract or subgrant funded by this Grant.

"Contractor" and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	MCMINNVILLE, CITY OF
(ii) Grantee's DUNS number:	085256626
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$436,342.16
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

RESOLUTION NO. 2020-15

A RESOLUTION BY THE CITY OF MCMINNVILLE, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION (“MW&L”) APPROVING AND AUTHORIZING THE GENERAL MANAGER TO REQUEST DIRECT PAYMENT OF CARES ACT FUNDS FROM THE STATE OF OREGON.

WHEREAS, pursuant to the McMinnville Charter of 1971 (as amended) the Water and Light Commission has charge of the water works and the lighting plants of the city located within or without the City of McMinnville; and

WHEREAS, pursuant to ORS 174.109, MW&L is a “public body”; and

WHEREAS, MW&L is an administrative subdivision of local government pursuant to ORS 174.116 and the Water and Light Commission is the governing body of this administrative subdivision; and

WHEREAS, the United States of America recently made funding available to the State of Oregon under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, under certain administrative conditions the State of Oregon is making CARES Act funding available to local government for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; and

WHEREAS, to receive CARES Act funding, the State of Oregon requires that a governing body of local government approve and authorize its chief executive’s request for direct payment from the State of Oregon of such funding; and

WHEREAS, the State of Oregon requires that a chief executive’s request for CARES Act funding be submitted in a form as attached hereto as **Exhibit A** (“Funding Request Form”); and

WHEREAS, General Manager John C. Dietz is the chief executive of MW&L; and

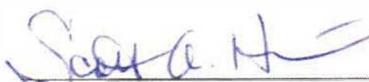
WHEREAS, the funds approved and authorized to be requested as direct payment from the Coronavirus Relief Fund, described in **Exhibit B**, were used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (“necessary expenditures”); and
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

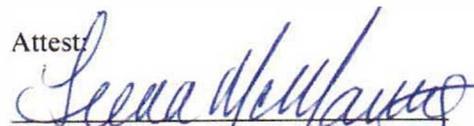
WHEREAS, the funds approved and authorized to be requested meet the United States’ Department of Treasury guidelines “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020”.

BE IT RESOLVED, by the City of McMinnville, acting by and through its Water and Light Commission, to approve and grant authority to the Water and Light Commission’s general manager to request direct payment from the State of Oregon from the Coronavirus Relief Fund as created in the CARES Act for reimbursement of the expenditures described in Exhibit B and in a manner as provided on the attached Funding Request Form, Exhibit A.

PASSED AND ACCEPTED this 21 day of May, 2020.



Scott A. Hill,
Mayor and Ex-Officio Member of the Water
and Light Commission

Attest:


Trena McManus, Clerk of Commission

Date: 5/21/20

EXHIBIT A

FEDERAL FUNDING CERTIFICATION

I, John Dietz, am the chief executive of McMinnville Water & Light, and I certify that:

1. I have the authority and approval from the governing body on behalf of McMinnville water & light to request direct payment from the State of Oregon from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for reimbursement of the expenditures included on the attached Funding Request Form.
2. I understand that as additional federal guidance becomes available, an additional agreement between the State of Oregon and McMinnville water and light may become necessary.
3. I understand that the State of Oregon will rely on this certification as a material representation in making a direct payment to McMinnville water and light.
4. I certify McMinnville water & light's use of the funds provided as direct payment from the Coronavirus Relief Fund were used only to cover those costs that –
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
5. I understand funds provided as a direct payment from the State of Oregon pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Oregon.
6. I understand any local government entity receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to the State of Oregon upon request and may be subject to audit by the Secretary of State.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Footnote:

¹ - Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

8. I understand funds received pursuant to this certification cannot be used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name and Title:

John Dietz, General Manager

Signature:

John C. Dietz

Date:

5/21/2020

EXHIBIT B
(Expenses shown are March 1, 2020 to May 15, 2020)

	Costs Incurred to Date
Eligible Expenditures	
I. Medical Expenses	
A. Public hospitals, clinics, and similar facilities	-
B. Temporary public medical facilities	-
C. COVID-19 testing, including serological testing	-
D. Emergency medical response expenses	-
E. Telemedicine capabilities	-
II. Public Health Expenses	
A. Communication and enforcement	-
B. Medical and protective supplies	3,869
C. Disinfecting public areas and other facilities	-
D. Technical assistance on COVID-19 threat mitigation	-
E. Public safety measures	-
F. Quarantining individuals	-
III. Payroll expenses for employees dedicated to COVID-19	-
IV. Expenses to facilitate compliance with COVID-19-measures	
A. Food delivery to residents	-
B. Distance learning tied to school closings	-
C. Telework capabilities	16,251
D. Paid sick and paid family and medical leave	-
E. COVID-19-related expenses in county jails	-
F. Care for homeless populations	-
V. Other Eligible Expenses (Specifically Identify)	
A. Portable Restrooms to comply with COVID-19 social distancing	1,640
B.	-
C.	-
D.	-
E.	-
Total Current Request for COVID-19 Funding	21,759



City of McMinnville
Planning Department
 231 NE Fifth Street
 McMinnville, OR 97128
 (503) 434-7311
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: July 14, 2020
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Ordinance No. 5093 – Amendments to Title 15 of the McMinnville Municipal Code, *Buildings and Construction*

STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

OBJECTIVE/S: Build a community culture of safety (consider safety best practices)

Report in Brief:

This is the consideration of Ordinance No. 5093, amending Title 15 of the McMinnville Municipal Code (MMC), entitled *Buildings and Construction*. This ordinance repeals the existing Title 15 and replaces it with Title 15 as described in Exhibit A of Ordinance No. 5093. (Please see attached Ordinance No. 5093).

Ordinance No. 5093 also amends Section 2.50.510, *Applicability of Code Compliance Chapter*, and Section 8.10.250, *Motor Vehicles* and adds Section 8.10.035, *Storage*, of the MMC.

Background:

Chapter 15 of the MMC has not been updated substantially since 1978, and an evaluation to this part of the MMC has been identified as an action in the MAC Town 2032 Strategic Plan under the goal of **Community Safety and Resiliency**, and strategy, *proactively plan for and responsively maintain a safe and resilient community*.

The Building Official, Fire Marshall and Code Compliance team have been meeting regularly to discuss what is in the code, how it can be improved to serve our community and if there are any other programs that we should bring to City Council for consideration under this chapter.

The team reviewed the following policies, projects and programs and discussed them in a work session with the City Council on April 22, 2020.

- **Building Codes:** Until 2019, the authority to address dangerous buildings has resided with municipal building departments across the State. This was authority included in the building codes, adopted by Oregon, and administered locally. In 2019, an attorney general’s opinion clarified and significantly reduced the authority of building departments. As a result, there are

several areas of regulation and compliance that may be of benefit to adopt locally that are no longer included in the Oregon codes. For example, regulations on grading, demolition, signs, and dangerous buildings.

- **Fire Codes:** Chapter 15 of the MMC describes the purpose and application of the Fire Codes within the City of McMinnville. The Fire Marshal reviewed the existing code language and found that it is antiquated in many aspects. The current code references the Uniform Fire Code which no longer exists as well as many sections that are no longer needed because they have been incorporated in the current state adopted fire code. While looking into rewriting McMinnville's Fire Code section the Fire Marshal explored ideas that will help them be successful well into the future by utilizing general and not specific wording to reduce the need for continual updates. Also, the Fire Marshal provided some suggested amendments that would allow them to enforce specific areas of the code through local appeals and code enforcement processes.
- **Adoption of the IPMC 2018 International Property Maintenance Code:** In response to increased requests to address dangerous and dilapidated residential structures, the Code Compliance team researched and evaluated the IPMC 2018 International Property Maintenance Code as a remedy. This code discusses topics such as secured windows and doors, room temperature, moisture, plumbing and electrical requirements, as well as dangerous structures. The team explored how this code could help the City respond to complaints of substandard and unsafe living situations, both rentals and owned, etc.
- **House Moving Regulations:** The City is refreshing the current house moving regulations from 1980. Some changes explored include expanding the permit application review process to include McMinnville Water & Light, ODOT and the McMinnville Police Department, as well as the City's building and engineering departments. The goal of the revision is to insure that all necessary parties have an opportunity to vet the moving routes and methods, as well as the scheduling of the moves. Although these types of projects don't happen frequently, the City should be prepared to thoroughly review any upcoming house moving permit applications.
- **Rental Housing Inspection Program:** The Code Compliance team researched the viability of a Rental Housing Inspection Program in McMinnville. The purpose of the Rental Housing Inspection Program is to address the issue of substandard rental properties, promote greater compliance with health and safety standards and preserve the quality of McMinnville neighborhoods and available housing. The program achieves compliance of health, safety and welfare code violations in/on residential rental properties that are a threat to the occupant's safety, and a negative impact on the surrounding neighborhoods. Code Compliance will work with tenants and landlord to improve the quality of the City's rental housing stock and its ability to support the health of McMinnville's renters; particularly low income and minority households that are already at higher risk of poor health."

Discussion:

After receiving direction from the City Council to move forward with the proposed code amendments, the team elected to bring the code amendments to the City Council in two separate packages, the first in July and the second in August.

This first package contains proposed amendments to the MMC that address the following areas:

- **Building Codes** – This Chapter of the proposed amendments identifies how the building inspection program will be administered by the City of McMinnville (permits, inspections and fees), including the building codes that will be utilized (including the adoption of the International Property Maintenance Code) as well as the adoption of Appendix J of the International Building

Code for grading on private property. The proposed amendments allow the Building Official to approve alternate materials, methods of design and methods of construction, modifications, right of entry to a property to make an inspection, issue stop work orders and mitigate unsafe buildings. In addition any violation of this Chapter that is not considered an immediate danger to the public health and safety is determined to be a public nuisance and will be noticed, abated and appealed per the process described in Chapter 2.50 of the MMC in order to streamline code enforcement. (Please see attached Chapter 2.50 of the MMC).

- **Fire Codes** – This Chapter of the proposed amendments affirms the adoption and implementation of the Oregon Fire Code in the City of McMinnville with local modifications, the need for fire protection system maintenance, and fire season restrictions. In addition any violation of this Chapter that is not considered an immediate danger to the public health and safety is determined to be a public nuisance and will be noticed, abated and appealed per the process described in Chapter 2.50 of the MMC in order to streamline code enforcement.
- **Standard Specifications for Public Works Construction** – This Chapter of the proposed amendments updates and carries forward from the previous Title language the standard specifications for public works construction that the City of McMinnville adopts by reference.
- **House Moving Regulations** – This Chapter of the proposed amendments updates the process and procedures for moving a house in the City of McMinnville, establishing the requirement for a permit, application and fee for the process. This Chapter also incorporates a previous chapter of Title 15, exempting the relocation of historic landmarks within the City of McMinnville from certain fees and system development charges. And finally, in addition any violation of this Chapter that is not considered an immediate danger to the public health and safety is determined to be a public nuisance and will be noticed, abated and appealed per the process described in Chapter 2.50 of the MMC in order to streamline code enforcement.

In addition to the proposed Title 15 amendments, Ordinance No. 5093 also amends the following sections of the MMC:

- **Chapter 2.50.510** – adding the applicability of the Code Compliance process to Title 15.
- **Chapter 8.10.250** – adding the ability to screen inactive motor vehicles on private property with a car cover.
- **Chapter 8.10.035** – adding a section on the storage of items on private property.

Throughout the proposed amendments are references to penalties assigned as Class Code Violations. As a reminder these violations were established in 2019 with the adoption of Chapter 2.50 of the MMC and are provided below as reference. The fees associated with these Class Code Violations have been approved by resolution of the City Council as part of the McMinnville Fee Schedule.

CODE VIOLATION FEES

TYPE OF FEE	FEE
Class 1 Code Violation	\$5,000.00
Class 2 Code Violation	\$2,000.00
Class 3 Code Violation	\$1,000.00
Class 4 Code Violation	\$500.00
Class 5 Code Violation	\$250.00
Class 6 Code Violation	\$100.00
Class 7 Code Violation	\$50.00
Class 8 Code Violation	\$25.00

The second package of code amendments to Title 15 that will be brought to the City Council in August, 2020 will include the following items:

- Demolition
- Fire Safety During Construction
- Protection of Adjacent Property
- Encroachments into Right of Way
- Retaining Walls
- Cell, Radio and other Towers
- Flag Poles
- Signs
- Transitional Housing Accommodations
- Rental Maintenance Program

Attachments:

- Chapter 2.50 of the McMinnville Municipal Code
- Ordinance No. 5093 with Exhibit A of proposed amendments

Fiscal Impact:

If City Council adopts Ordinance No. 5093, then a Resolution will be proposed with the appropriate fees identified in the Ordinance to be considered by City Council at their meeting on July 28, 2020, prior to the Ordinance becoming effective on August 14, 2020.

Recommendation:

Staff recommends adoption of Ordinance No. 5093.

Chapter 2.50

CODE COMPLIANCE

Sections:

- 2.50.010** **Applicability of chapter.**
- 2.50.020** **Definitions.**
- 2.50.110** **Identification and investigation.**
- 2.50.120** **Notice of code violation.**
- 2.50.210** **Corrective action by responsible person.**
- 2.50.220** **Corrective action by compliance officer.**
- 2.50.230** **Obtaining a corrective action warrant.**
- 2.50.240** **Executing a corrective action warrant.**
- 2.50.250** **Notice and collection of corrective action costs.**
- 2.50.260** **Corrective action remedies not exclusive.**
- 2.50.310** **Notice of civil penalty.**
- 2.50.320** **Civil penalty classification levels.**
- 2.50.510** **Protests and appeals.**

2.50.010 **Applicability of chapter.**

A. The provisions of this chapter apply to the enforcement of civil code provisions identified in the following portions of the McMinnville Municipal Code, including all plans, permits, or licenses adopted or issued pursuant to such provisions:

1. All chapters of Title [5](#) of this code (Business Taxes, Licenses and Regulations);
2. All chapters of Title [8](#) of this code (Health and Safety);
3. All chapters of Title [17](#) of this code (Zoning) and all ordinances adopted pursuant to Title [17](#) of this code or the McMinnville comprehensive plan, regardless of whether such ordinances are codified in the McMinnville Municipal Code.

B. Notwithstanding the provisions of subsection [A](#) of this section, the provisions of this chapter do not apply to the enforcement of any violation identified as a misdemeanor or for which the punishment may include any term of imprisonment, or to any criminal, traffic or parking laws, including the laws set forth in the following titles of the McMinnville Municipal Code:

1. Title [9](#) of this code – Public Peace, Morals and Welfare;
2. Title [10](#) of this code – Vehicles and Traffic. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.020 Definitions.

As used in this chapter:

“Code” or “McMinnville Municipal Code” means the provisions of all ordinances adopted by the city council, regardless of whether codified into the McMinnville Municipal Code, that are subject to the provisions of this chapter, as described in Section [2.50.010](#).

“Code violation” means any substance, condition or action that violates any requirement or prohibition set forth in the McMinnville Municipal Code, including the terms and conditions of any permit, license, or other grant of authority issued or executed pursuant to the provisions of such code.

“Compliance officer” means any person designated by the city manager or designee as having responsibility for enforcing the civil provisions of the McMinnville Municipal Code.

“Corrective action” means an action that is necessary and sufficient to bring any substance, condition or action into compliance with the provisions of the McMinnville Municipal Code.

“Exigent circumstances” means any circumstances that would cause a reasonable person to believe that immediate entry on a premises or other relevant action is necessary to prevent:

1. Physical harm to persons or property;
2. Destruction of evidence; or
3. Other consequences that would improperly frustrate legitimate code compliance efforts.

“Person” means a natural person, firm, partnership, association or corporation.

“Person in charge of a premises” means an owner, agent, occupant, guest, tenant, lessee, contract purchaser, contractor, employee, squatter, or any other person having possession or control of a premises, or supervision over a construction project on a premises.

“Post” or “posting” means the action of physically placing or affixing a notice authorized or required to be posted by this chapter to any portion of the premises in a manner likely to be seen by any responsible person. In the event that the premises is occupied, posting of notice may be accomplished by personal delivery to any person in charge of the premises.

“Premises” means any publicly or privately owned building, lot, parcel, real estate, land or portion of land, whether improved or unimproved.

“Responsible person” means any person that is responsible for permitting, allowing, or causing to exist any substance, condition or action that is prohibited by the provisions of the McMinnville Municipal Code.

“Warrant” or “administrative warrant” means a written order issued by the McMinnville municipal court judge, authorizing entry onto a premises for the purpose of carrying out any of the provisions of this chapter related to the investigation or correction of a code violation. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.110 Identification and investigation.

- A. Upon the receipt of a complaint or the proactive observance of any city employee, a compliance officer is authorized to investigate and determine whether a code violation exists by gathering and documenting evidence, as appropriate to the nature of the alleged violation.
- B. When entry on private property is necessary or desirable for the identification or investigation of the code violation, a compliance officer is authorized as follows:
1. A compliance officer is authorized to enter onto a public or private premises that is open to the public at all reasonable times to determine whether a code violation exists.
 2. A compliance officer is authorized to enter onto a private premises that is not open to the public at reasonable times to determine whether a code violation exists when the compliance officer:
 - a. Has received permission from any person in charge of the premises;
 - b. An administrative warrant has been issued pursuant to the provisions of this chapter authorizing entry for inspection of the premises;
 - c. Determines that an emergency or other exigent circumstances exist requiring immediate entry.
- C. An administrative search warrant may be issued by the municipal court judge upon the oath and application of a compliance officer, which must include a sworn affidavit showing probable cause for the entry and inspection by stating the purpose and extent of the proposed inspection, citing the chapter(s) of the McMinnville Municipal Code that serve(s) as the basis for the inspection, and giving information concerning the code violation in question and/or the premises on which it is located.
- D. A person must not interfere with or attempt to prevent a compliance officer from entering onto any premises when such entry is authorized by the provisions of this section. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.120 Notice of code violation.

- A. If the city manager or designee is satisfied that a code violation exists, the compliance officer will cause a notice of code violation to be posted on the premises, or at the site of the code violation, directing the responsible person to correct the code violation.
- B. At the time of posting, the compliance officer must also cause a copy of the notice of code violation to be forwarded by certified mail, postage prepaid, to any person in charge of the premises and to the owner of the premises (or registered agent) at the last known address of such person(s) as shown on the tax rolls of Yamhill County. If the mailed notice of code violation is returned as undeliverable or is unclaimed by the property owner, it will not preclude the city from taking enforcement or corrective actions as described in this chapter.
- C. The notice of code violation must contain:

1. A description of the real property, by street address or otherwise, on which the code violation exists.
 2. A description of the code violation found to exist by the compliance officer.
 3. A determination of whether the code violation presents an immediate threat to the public health, welfare or safety.
 4. A direction to correct the code violation within 10 days from the date of notice.
 5. If the code violation is for a public nuisance described in Chapter [8.10](#), a statement that unless the code violation is corrected by the deadline, the city may correct the code violation and assess the full cost of corrective action, including administrative charges, against all responsible persons and that such corrective action costs will become a lien on the property if not paid in full within 30 days of invoicing.
 6. A statement that failure to correct a code violation may warrant imposition of a civil penalty upon all persons responsible for the code violation.
 7. A statement that the owner or any responsible person may protest the notice of code violation by giving written notice to the city manager within 10 days from the date of the notice, together with a written statement as to why a code violation does not exist.
- D. Upon completion of the posting and mailing of the notice of code violation, the compliance officer must execute and place on file with the city manager or designee a certificate stating the date and place of the mailing and posting.
- E. If the compliance officer meets all requirements for posting and mailing the notice of code violation set forth in this section, then the failure of any person to receive actual notice will not void any code compliance process set forth in this chapter.
- F. If the owner or other responsible person fails to appeal the notice of code violation in compliance with the procedures set forth at Section [2.50.510\(A\)](#), then the violation will be deemed proved and no further appeal of the notice of code violation will be allowed. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.210 Corrective action by responsible person.

- A. All responsible persons must correct all violations described in the notice of code violation not later than the date set forth in the notice, or the date set forth in any final order or judgment issued on appeal.
- B. If a responsible person admits responsibility for the violation, they may submit a voluntary compliance plan for correcting the violation to the compliance officer within 10 days after posting and mailing of the notice of violation. The compliance plan must contain the following:
1. The responsible person's name, mailing address, telephone number and email address;
 2. A written admission of responsibility for the violation;

3. A detailed plan for correction of the violation(s) over a reasonable period of time;
 4. Written consent for the compliance officer or their designee to enter the premises for the purpose of:
 - a. Verifying compliance with the terms of the compliance plan; or
 - b. Taking actions to correct the violation upon determining that the terms of the compliance plan have not been met.
- C. The compliance officer will review the voluntary compliance plan and may approve the plan as presented, approve a modified plan, or reject the plan, at their discretion. The decision of a compliance officer regarding whether to accept, reject or modify a voluntary compliance plan is final and not subject to appeal. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.220 Corrective action by compliance officer.

- A. The city may enter a premises as provided in this section, and may take all necessary actions to correct code violation, whenever a responsible person fails to take corrective action as described in Section [2.50.210\(A\)](#), or upon the determination by a compliance officer that a person has failed to comply with the terms of a voluntary compliance plan approved pursuant to Section [2.50.210\(C\)](#). Except when the compliance officer has received consent from a responsible person or as provided in subsection [B](#) of this section, a corrective action warrant is required before a compliance officer may enter the premises.
- B. If the violation for which a notice of code violation has been issued is determined to be an immediate threat to the public health, welfare or safety, and is not corrected within the specified time frame, the city manager may order the code violation to be corrected without a warrant. The following nonexclusive list of code violations may be corrected by the city without a warrant:
1. Any structural element that has been significantly compromised as determined by the city building official or designee, and not governed by any other section of this code.
 2. Any fire hazard as determined by the fire marshal or designee, and not governed by any other section of this code.
 3. Any public nuisance violation identified Chapter [8.10](#), as determined by a compliance officer to present an immediate threat to the public health, welfare or safety, including but not limited to violations involving rat harborage and weed abatement.
- C. The McMinnville municipal court is authorized to issue a corrective action warrant authorizing any compliance officer to make searches and seizures reasonably necessary to enforce any provision of the McMinnville City Code pertaining to code violations. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.230 Obtaining a corrective action warrant.

A. Every warrant authorized by this section must be supported by affidavit or sworn testimony establishing probable cause to believe that a code violation has occurred, describing:

1. The applicant's status in applying for the warrant;
2. The premises to be entered;
3. A statement of the violation to be corrected;
4. The ordinance or regulation requiring or authorizing the corrective action;
5. The basis for taking the corrective action;
6. A statement that consent to enter onto the property to correct the violation has been unsuccessfully sought from a responsible person or other facts and circumstances that reasonably justify the failure to seek or inability to obtain such consent.

B. Probable cause to issue a warrant will be found when:

1. There is reasonable belief that a code violation exists with respect to the premises;
2. The city has complied with the notice requirements set forth in Section [2.50.120](#); and
3. The time period for the owner or other responsible person to correct the violation has passed.

C. The court may, before issuing a corrective action warrant, examine the applicant and any other witness under oath and must be satisfied of the existence of grounds for granting such application. If the court is satisfied that cause for correcting the violation(s) exists and that the other requirements for granting the application are satisfied, the court must issue the corrective action warrant, particularly describing the person or persons authorized to execute the warrant, the premises to be entered, and a statement of the general corrective actions that may be taken.

D. In issuing a corrective action warrant, the court may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described premises to remove any person or obstacle and to assist a compliance officer in any way necessary to enter the premises to correct the violation. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.240 Executing a corrective action warrant.

A. *Occupied Property.* In executing a corrective action warrant, the person authorized to execute the warrant must, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request. A copy of the warrant must be left with the occupant or the person in possession. The warrant is not required to be read aloud.

- B. *Unoccupied Property.* In executing a warrant on unoccupied property, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person. In such case a copy of the warrant must be conspicuously posted on the property.
- C. *Return.* A warrant must be executed within 30 days of its issue and returned to the court by whom it was issued within 30 days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant, unless executed, is void.
- D. A person must not interfere with or attempt to prevent a compliance officer from entering onto any premises when such entry is authorized by the provisions of this section.
- E. The city manager has the final authority to decide whether or not to enter onto a premises to correct or abate a code violation in each particular case. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.250 Notice and collection of corrective action costs.

- A. The owner, all persons in charge of the premises, and all other responsible persons are jointly and severally liable for all costs associated with corrective actions taken by the city, including administrative costs, warrant costs, and attorney fees.
- B. The city manager or designee must keep an accurate record of the full cost recovery expense incurred by the city for all corrective actions.
- C. After the code violations have been determined by the city to be corrected, the city manager or designee must cause a notice of corrective action costs to be posted on the premises, or at the site of the code violation.
- D. At the time of posting, the city manager or designee must also cause a copy of the notice of corrective action costs to be forwarded by certified mail, postage prepaid, to any person in charge of the premises and to the owner of the premises (or registered agent) at the last known address of such person(s) as shown on the tax rolls of Yamhill County.
- E. The notice of corrective action costs must contain:
1. A copy of the notice of code violation and any final orders issued in the matter;
 2. The total costs of corrective actions due and payable within 30 days of the notice of corrective action costs;
 3. Notification that the costs of corrective actions will become a lien against the premises if not paid when due; and
 4. Notification that if any owner or other responsible person objects to the notice of corrective action costs, a written protest must be filed with the city manager within 10 days from the date of the notice.
- F. *Collection and Abatement Costs.*

1. The costs listed in the notice of corrective action costs will become delinquent if not paid within 30 days of the date of the notice or within 10 days of the date set forth in any final order or judgment issued on appeal of the cost notice, whichever comes later.
 2. Assessment of the delinquent correction action costs must be made by city council resolution to be entered in the docket of city liens. When the entry is made, it will constitute a lien on all real property on which the corrective action occurred.
 3. The lien will be enforced in the same manner as liens for street improvements, as described in Chapter [3.12](#), and will bear interest at the rate of nine percent per year, accruing from the date of the entry of the lien into the lien docket.
- G. If the compliance officer meets all requirements for posting and mailing the notice of corrective action costs set forth in this section, then the failure of any person to receive actual notice will not void the assessment of any corrective action costs.
- H. If the owner or other responsible person fails to appeal the notice of corrective action costs in compliance with the procedures set forth at Section [2.50.510\(A\)](#), then the cost assessment shall be deemed proved and no further appeal of the notice of corrective action costs will be allowed. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.260 Corrective action remedies not exclusive.

- A. The correction of code violations and the assessment of any costs associated with corrective actions are not penalties, but are additional remedies.
- B. The imposition of a civil penalty does not relieve a person of the duty to correct a code violation or pay all corrective action costs assessed by the city.
- C. The correction of a code violation within 10 days of the date of the notice of code violation or the final order issued upon any appeal of the notice, will relieve a responsible person from the imposition of any civil penalty under this chapter. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.310 Notice of civil penalty.

- A. Upon finding that a code violation exists and has not been voluntarily corrected within 10 days of the date of the notice of code violation or the final order issued upon appeal of the notice, the city manager or designee may impose a civil penalty.
- B. Each day that a code violation continues to exist will constitute a separate violation and a new civil penalty may be assessed for each consecutive day the violation continues without correction.

- C. The compliance officer shall cause the notice of civil penalty to be posted on the premises and forwarded by certified mail, postage prepaid, to any person in charge of the premises and the owner of the premises (or registered agent) at the last known address of such person(s) as shown on the tax rolls of Yamhill County.
- D. If the certified notice of civil penalty is returned as undeliverable or is unclaimed by any person, it will not preclude the city from imposing a civil penalty as described in this chapter.
- E. The notice of civil penalty must contain the following:
1. A description of the real property, by street address or otherwise, on which the code violation exists.
 2. A description of the code violation found to exist by the compliance officer.
 3. A copy of the notice of code violation and any final orders issued in the matter.
 4. A statement indicating whether the code violation has been corrected or is considered a continuing violation subject to the imposition of a daily civil penalty.
 5. A calculation of the total amount of the civil penalty or, in the case of a continuing violation, the amount of civil penalty that has accrued as of the date of the notice.
 6. A statement that the amount of the civil penalty may become a lien on the premises if not paid in full within 30 days of invoicing.
 7. A statement that the owner or any responsible person may protest the notice of civil penalty by giving written notice to the city manager within 10 days from the date of the notice, together with a written statement as to why the civil penalty should be modified or not assessed.
- F. If the compliance officer meets all requirements for posting and mailing the notice of civil penalty set forth in this section, then the failure of any person to receive actual notice will not void the assessment of any civil penalty.
- G. If the owner or other responsible person fails to appeal the notice of civil penalty in compliance with the procedures set forth at Section [2.50.510\(A\)](#), the amount of the civil penalty will be deemed final and no further appeal of the notice of civil penalty will be allowed. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.320 Civil penalty classification levels.

- A. The penalty for committing a code violation that is subject to the provisions of this chapter is a civil penalty. The amount of the civil penalty will be established by city council resolution.
- B. Code violations are classified for the purpose of assessing a civil penalty into the following categories:
1. Class 1 code violations;
 2. Class 2 code violations;
 3. Class 3 code violations;

4. Class 4 code violations;
5. Class 5 code violations;
6. Class 6 code violations;
7. Class 7 code violations;
8. Class 8 code violations;
9. Unclassified code violations as described in subsection [C](#) of this section; and
10. Specific fine code violations, as described in subsection [D](#) of this section.

C. The violation of any code provision that is subject to this chapter and that does not specify the classification of the code violation is an unclassified code violation. An unclassified code violation may be assessed a civil penalty in lieu of a fine as a Class 3 code violation, except that when a code violation is classified in accordance with ORS [153.012](#), then:

1. A Class A violation may be assessed a civil penalty as a Class 3 code violation;
2. A Class B violation may be assessed a civil penalty as a Class 4 code violation;
3. A Class C violation may be assessed a civil penalty as a Class 5 code violation; and
4. A Class D violation may be assessed a civil penalty as a Class 6 code violation.

D. The violation of any code provision that is subject to this chapter, and that specifies a specific fine amount or maximum fine amount, may be assessed a civil penalty in lieu of the fine, in a daily amount not to exceed the specific fine. (Ord. 5078 §1 (Exh. 1 (part)), 2019).

2.50.510 Protests and appeals.

A. *Protest to the City Manager.*

1. An owner or other responsible person of a premises may protest a notice of code violation issued pursuant to Section [2.50.120](#), a notice of corrective action costs issued pursuant to Section [2.50.250](#), or a notice of civil penalty issued pursuant to Section [2.50.310](#) by submitting a written protest to the city manager within 10 days of the date of the notice.
2. The written protest must, at a minimum, contain the following information:
 - a. The name, mailing address, telephone number and email address of the person submitting the protest;
 - b. A description of the real property, by street address or otherwise, on which the code violation is alleged to exist;

- c. A written statement, and all supporting evidence, specifying the basis for the protest.
 3. The city manager will review the notice and the protest, together with all supporting evidence in the record, and will issue a final order that either upholds, amends, or dismisses the findings and determination set forth in the notice.
 4. If the city manager issues a final order that upholds or amends the Notice, the owner or responsible person must comply with the terms of the order within 10 days from the date of the order.
- B. *Appeal to the Hearings Officer.*
 1. An owner or other responsible person of a premises may dispute a final order issued by the city manager pursuant to subsection [A](#) of this section by submitting a written appeal to the city recorder within 10 days of the date of the final order. A hearings officer will preside over the appeal hearing.
 2. The written appeal must, at a minimum, contain the following information:
 - a. The name, mailing address, telephone number and email address of the person submitting the protest;
 - b. A description of the real property, by street address or otherwise, on which the code violation is alleged to exist;
 - c. A written statement, and all supporting evidence, specifying the basis for appealing the city manager's final order.
 3. Subject to the requirements of this code section, the McMinnville hearings officer may adopt additional procedures for the conduct of any hearings before them, but at a minimum, must allow:
 - a. Each party to introduce evidence, including rebuttal evidence, that is relevant to prove or refute any matter raised in the underlying notice or city manager's final order; and
 - b. An opportunity for each party to cross-examine all witnesses who testify.
 4. Following the close of the record, the McMinnville hearings officer will issue a decision within 10 days that either upholds, amends, or dismisses the city manager's final order.
 5. If the hearings officer decision upholds or amends the city manager's final order, then the hearings officer's final order must include:
 - a. A brief statement of the findings of fact;
 - b. The amount of any assessed corrective action costs, civil penalties, and associated administrative costs;
 - c. The date by which any costs and assessments must be paid; and
 - d. An order directing the responsible person to correct the code violation, pay the assessed corrective action costs or pay the assessed civil penalty, as appropriate to the nature of the appeal;

6. If the hearings officer decision dismisses the city manager's final order, then the hearings officer's final order must include:

- a. An order that any incurred fees be refunded; and
- b. An order that all costs of the abatement will be dismissed or refunded.

C. *Appeal of Hearings Officer's Final Order.* Any party to the appeal may obtain review of the hearings officer's final order by writ of review pursuant to ORS Chapter [34](#). (Ord. 5078 §1 (Exh. 1 (part)), 2019).

This website is for demonstration or proofing purposes only. It is not necessarily endorsed by City of McMinnville and should not be relied upon for the content of any document.

The McMinnville Municipal Code is current through Ordinance 5092, passed April 14, 2020.

Disclaimer: The city recorder's office has the official version of the McMinnville Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

City Telephone: (503) 435-5702

[Code Publishing Company](#)

ORDINANCE NO. 5093

AN ORDINANCE REPEALING AND REPLACING TITLE 15 OF THE MCMINNVILLE CITY CODE, SPECIFIC TO BUILDINGS AND CONSTRUCTION, AMENDING SECTION 2.50.510, SPECIFIC TO CODE COMPLIANCE - APPLICABILITY, AND SECTIONS 8,10.250, HEALTH AND SAFETY – MOTOR VEHICLES, AND SECTION 8.10.035, HEALTH AND SAFETY – STORAGE.

RECITALS:

WHEREAS, The City of McMinnville in an effort to provide for the welfare, safety and health of the citizens of the City of McMinnville has a local McMinnville Municipal Code; and

WHEREAS, Title 15 of the McMinnville City Code governs local codes relative to “Buildings and Construction”; and

WHEREAS, Title 15 has not been updated since 1980; and

WHEREAS, Codes, best practices and program parameters have changed substantially for buildings and construction since 1980; and

WHEREAS, the City of McMinnville would like to continue to provide for the welfare, safety and health of the citizens of the City of McMinnville relative to buildings and construction with updated local codes reflecting current best practices; and

WHEREAS, the City of McMinnville does not have a property maintenance code and has received many complaints from citizens regarding properties that are not maintained to a minimum standard of maintenance, safety and health; and

WHEREAS, the City of McMinnville would like to update its local fire codes for buildings and construction to ensure the safety, welfare and health of its citizens and businesses; and

WHEREAS, the Oregon Building Codes Division adopts Oregon’s State Building Code; and

WHEREAS, the State allows for adoption of several optional appendices to the Building Code; and

WHEREAS, the State allows adoption of local ordinances regulating matters not otherwise encompassed by the State Building Code under ORS 455.030; and

WHEREAS, the City has the authority under ORS 455.020(4) to enact certain building code regulations to supplement the Statewide Building Code; and

WHEREAS, having a consistent local administrative chapter is intended to provide for consistent application of all adopted specialty codes.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That Title 15 (BUILDINGS AND CONSTRUCTION), of the McMinnville City Code is repealed and replaced as provided in Exhibit A to this Ordinance.
2. That this Ordinance is effective thirty days from its adoption.

Passed by the Council this 14th day of July, 2020, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

City Recorder

Approved as to form:

City Attorney



EXHIBIT A

**CITY OF MCMINNVILLE
PLANNING DEPARTMENT
231 NE FIFTH STREET
MCMINNVILLE, OR 97128**

503-434-7311

www.mcminnvilleoregon.gov

PROPOSED AMENDMENTS TO THE MCMINNVILLE MUNICIPAL CITY CODE

The following language will replace Title 15 of the McMinnville Municipal Code

TITLE 15 BUILDINGS and CONSTRUCTION

CHAPTERS:

- | | |
|-------|---|
| 15.02 | Building Codes |
| 15.04 | Fire Codes |
| 15.06 | Standard Specifications for Public Works Construction |
| 15.08 | House Moving Regulations |

Chapter 15.02
BUILDING CODES

Sections:

15.02.010	Administration
15.02.020	Building Codes
15.02.030	Revisions to Codes
15.02.040	Alternate Materials, Methods of Design and Methods of Construction
15.02.050	Modifications
15.02.060	Permits
15.02.070	Inspections
15.02.080	Fees
15.02.090	Powers and Duties of Building Official
15.02.095	Applicability
15.02.100	Violations and Penalties
15.02.200	Protests and Appeals

15.02.010 Administration

- A. The City provides a building inspection program, including plan review, permit issuance and inspection for the adopted specialty building codes listed in section 15.02.020 of this Chapter.
- B. The program is administered by the Building Official under the supervision of the City Manager or designee and the authority of ORS 455.150(3).
- C. The Building Official is authorized to adopt rules of procedure for such administration that include, the authority to stop work and disallow occupancy or use of any building or service equipment in violation of this ordinance; the authority to refund all or part of building permit application fees for cause; and the authority to dispose of permit applications and supporting documents, and to declare permits to have expired, at a point in time after applications are received and after permits have been issued.
- D. The program provides services in accordance with its operating plan as required by OAR 918-020-0090 and the remainder of this chapter.

15.02.020 Building Codes

The City adopts the most recent editions of the following codes:

- A. Application of the Building Code. ORS Chapter 455.150 and OAR 918-020-0010 through OAR 918-020-0490 are adopted by reference. A violation of a provision in those State laws is an offense against the City.

- B. Oregon Structural Specialty Code, as adopted by ORS [455.150](#) through [455.895](#), OAR 918-460-0000 through 918-460-0070 (hereinafter “Structural Specialty Code”);
- C. Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0000 through 918-440-0510;
- D. Oregon Plumbing Specialty Code, as adopted by ORS [447.020](#)(2), OAR 918-750-0110 and delegated to the city by ORS [455.153](#) (hereinafter “Plumbing Specialty Code”);
- E. Oregon One- and Two-Family Dwelling Specialty Code, as adopted by ORS [455.610](#) and OAR 918-480-0001 through 918-480-0150 (hereinafter called the “One- and Two-Family Specialty Code”).
- F. Oregon Manufactured Dwelling Installation Specialty Code as adopted by ORS 446.230.
- G. Oregon Manufactured Dwelling and Parks Specialty Code as scoped by OAR 918-600-0010 and adopted ORS 446.
- H. International Property Maintenance Code, as published by the International Code Council with the following modifications:
 1. Section 101.1. Insert: *City of McMinnville*
 2. Section 103.5. Insert: *Will not exceed the amount established by a Class 1 Code Violation plus full cost recovery as established by the City of McMinnville Fee Schedule.*
 3. Section 109.6. Amend “*Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code, protest and appeal per section 2.50.510 of the McMinnville Municipal Code*”.
 4. Section 111. Amend. *Appeals will be processed per section 2.50.510 of the McMinnville Municipal Code.*
 5. Section 112.4. Insert: *Will not exceed the amount established by a Class 4 Code Violation.*
 6. Section 302.4. Insert: *10 inches (height of weeds/overgrown grass allowed in local jurisdiction).*
 7. Section 304.14. Insert: *May 1 through October 30.*
 8. Section 308.2.2. Delete entire section.

9. Section 602.3 Insert: *October 1 through June 30.*
10. Section 602.4 Insert: *October 1 through June 30..*

I. International Building Code, Appendix J, Grading with the following modifications:

1. J101.2 Flood Hazard Areas. Section deleted and replaced with the following:
Unless the applicant has submitted an engineering analysis, prepared in accordance with standard engineering practice by a registered design professional, that demonstrates the proposed work will not result in any increase in the level of the base flood, and has a permit from the Department of State Lands, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways that are in recognized flood hazard areas or in flood hazard areas where design flood elevations are specified but floodways have not been designated.
2. J102.1 Definitions. Section deleted and replaced with the following:
The following words and terms shall, for the purposes of this code, have the meanings shown herein. Refer to Chapter 2 of the current Oregon Structural Specialty Code for general definitions.
3. J103.2 Exemptions. Item 2 deleted and replaced with: *Excavation for construction of a structure permitted under the current Oregon Structural Specialty Code.*
4. J103.2 Exemptions. Last paragraph deleted and replaced with: *Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of any other laws or ordinances of this jurisdiction.*
5. J104.1 Submittal Requirements. Section deleted and replaced with the following:
Grading plans must be prepared by an Oregon registered design professional.
Exception: The building official may waive the need for an Oregon registered design professional where the nature of work is determined not to be highly technical in nature or there is no unreasonable potential risk to life or safety.
6. J104.4 Liquefaction Study. Section deleted and replaced with the following:
Where local zoning allows for development on sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_1) greater than 0.5g as determined by the current Oregon Structural Specialty Code, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans.
7. J105.1 General Requirements. Section deleted and replaced with the following:
Inspection shall be governed by the current Oregon Structural Specialty Code.
8. J105.2 Special inspections. Section deleted and replaced with the following:

The special inspection requirements of the current Oregon Structural Specialty Code shall apply to work performed under a grading permit where required by the building official.

15.02.030 Revisions to Codes

From time to time revisions, amendments and/or other changes are made to the codes identified in section 15.02.020 of this chapter. The amended codes are issued as new editions. The new editions of the codes adopted in section 15.02.020 of this chapter shall be considered adopted by the city.

15.02.040 Alternate Materials, Methods of Design and Methods of Construction

- A. The provisions of the technical codes are not intended to prevent the use of any material method of design or method of construction not specifically prescribed by the technical codes, provided an alternate has been approved and its use authorized by the building official.
- B. The building official may approve an alternate, provided the building official finds that the proposed design is satisfactory and complies with the provisions of the technical codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The building official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

15.02.050 Modifications

Whenever there are practical difficulties involved in carrying out the provisions of the technical codes, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of the technical code impractical and the modification is in conformity with the intent and purpose of the technical code, and that such modification does not lessen health, life and fire safety requirements or any degree of structural integrity. The details of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

15.02.060 Permits

- A. Permits Required. Any owner, person, or authorized agent who intends to construct, alter, enlarge, repair, move, demolish, or change the occupancy of any building, structure, appurtenance, or service equipment or cause any such work to be done must first make application to the building official and obtain the required permit.

- B. The permit holder or applicant shall not proceed with construction activity prior to issuance of a permit or until receiving specific written authorization to do so by the Building Official.
- C. Work requiring a permit shall not be commenced until the permit holder or an authorized agent of the permit holder has made available on site, a copy of the permit authorizing such work and supporting documents such as City approved construction documents. The permit and supporting documents shall be maintained and available by the permit holder until final approval has been granted by the Building Official.
- D. The issuance of a permit based on construction documents and other data does not prevent the Building Official from thereafter requiring the correction of errors in the construction documents and other data, or from preventing building operation, such as building inspections, plan reviews, permit issuance, and investigations, from being carried on thereunder when in violation of this Chapter or of any other ordinances of this jurisdiction.
- E. Partial Permits. The Building Official is authorized to promulgate additional administrative rules and regulations related to the efficient administration and review of partial permits. Elements for partial permits shall include but not be limited to deferred submittals, temporary permits and phased construction.
- F. Design Profession of Responsible Charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.
- G. Work without a permit – Investigation fee.
 - 1. Whenever work for which a permit as required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.
 - 2. An investigation fee, in addition to the permit fees, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code, any technical codes nor from any penalties prescribed by law.

- H. Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provision of this Chapter whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance (or activity thereunder) is in violation of any ordinance or regulation of any other provisions of the McMinnville Municipal Code.
- I. The Building Official may adopt administrative procedures regarding permit and permit application expirations, extensions, and/or reinstatements.

15.02.070 Inspections

- A. It shall be the duty of the Permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official.
- B. The Building Official shall make the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise.
- C. Special Inspections.
 - 1. When special inspection is required by the Structural Specialty Code, the owner or the owner's authorized agent, other than the contractor, shall prepare an inspection program which shall be submitted to the building official for approval prior to issuance of a building permit. The inspection program shall designate the portions of the work that require special inspection and the name or names of individuals or firms who are to perform the special inspections, and indicate the duties of the special inspectors.
 - 2. The special inspector shall be employed by the owner, the engineer or architect of record, or an agent of the owner, but not the contractor or any other person responsible for the work. In situations where the owner is also the contractor, the building official shall have the authority to require the selection of a special inspector who is independent from the employment of the owner/contractor.
 - 3. When structural observation is required by a Structural Specialty Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.
 - 4. The inspection program shall include samples of inspection reports and provide time limits for submission of reports.
- D. Failure to Obtain or Request Final Inspection or Issuance of Certificate of Occupancy.

1. Prior to occupancy of newly constructed commercial or residential buildings or altered commercial buildings a final inspection must be approved by the Building Official. For a new building, a certificate of occupancy will be issued signifying compliance with the applicable codes of the City. For remodel work, a certificate of completion may be issued.
2. Other permitted work such as mechanical installations or structures that do not involve occupancy by persons, must receive a final inspection from the Building Official within 180 days after the work has been completed.
3. Whenever any building, structure or equipment therein regulated by this Chapter is occupied or in use without a final inspection or certificate of occupancy, the Building Official is authorized to use all means authorized to compel completion of permitted work. This includes issuing an order for occupancy or use to be discontinued, and the structure (or portion thereof) vacated. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official and make the structure, or portion thereof, comply with the requirements of the Building Code. The Building Official may cause the water service to be discontinued pending the completion of the final inspection and obtaining a Certificate of Occupancy. The Building Official shall notify the occupants of the discontinuation of water service in the notice to complete final inspection and obtain certificate of occupancy.
4. If a permit holder receives a temporary certificate of occupancy and does not complete all of the requirements of the permit in a timely manner, the Building Official may declare it a violation of this Chapter and seek remedy by all means authorized up to and including ordering the occupancy or use discontinued, and the structure vacated. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official and make the structure, or portion thereof, comply with the requirements of the permit. The Building Official may cause the water service to be discontinued pending the completion of the final inspection and obtaining a Certificate of Occupancy. The Building Official shall notify the occupants of the discontinuation of water service in the notice to complete final inspection and obtain certificate of occupancy. And the Building Official may issue a citation for a Class 4 Code Violation each day of the occurrence of the violation.

15.02.080 Fees

- A. Fees for permits and other related services pursuant to the building inspection program will be established by resolution of the City Council and updated regularly as appropriate.
- B. Fee refunds and waivers.
 1. The Building Official may authorize refunding of any fee paid thereunder which was erroneously paid or collected.

2. The Building Official may authorize refunding of any fee refund made voluntarily in writing within 180 days of fee payment. A portion of the refund, as set in the adopted fee schedule, shall be retained.
3. The Building Official may authorize refunding of the permit fees paid as required by this code when no work has been begun under a permit issued in accordance with this code. Permit fee refunds shall not exceed the amount set forth by the fee schedule.
4. The Building Official may authorize a refund of plan review fees paid as required under this code if an application for a plan review permit is withdrawn or canceled before any plan review is conducted. Plan review fee refunds shall not exceed the amount set forth by the fee schedule.
5. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permit holder not later than 180 days after date of fee payment.

15.02.090 Powers and Duties of Building Official

- A. The Building Official is authorized to enforce all of the provisions of this Chapter.
- B. The Building Official has the power to render written and oral interpretations of the Building Codes in Section 15.02.020 and to adopt and enforce administrative procedures in order to clarify the application of their provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of the codes, and shall not have the effect of waiving requirements specifically provided for in the codes.
- C. Liability. The Building Official, and/or any employee charged with the enforcement of the Building Codes in Section 15.02.020, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by the codes or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.
- D. Legal Defense. Any suit or criminal complaint instituted against the Building Official and/or any employee charged with the enforcement of the Building Codes in Section 15.02.030 because of an act performed by that person in the lawful discharge of duties and under the provisions of this Chapter shall be defended by legal representatives of the City until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.
- E. Delegation of Authority. The Building Official has the authority to delegate the authority necessary to carry out the provisions of this chapter to technical officers, inspectors, plan examiners and other employees of the City.

F. Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Chapter, or where the Building Official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this Chapter that makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Chapter, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

G. Stop Work Orders.

1. Whenever any work is being done contrary to the provisions of the Building Code (or other pertinent laws or ordinances implemented through its enforcement), the Building Official may order the work stopped by written notice served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.
2. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, is subject to the penalties of Section 15.02.100 of this code.

H. Authority to Abate Hazardous Equipment.

1. When the Building Official ascertains that equipment, or any portion thereof, regulated by the Building Code has become hazardous to life, health, or property, the Building Official may order the equipment either removed from its location or restored to a safe and/or sanitary condition, as appropriate. The notice must be in writing and contain a fixed time limit for compliance. Any person who uses the defective equipment after receiving the notice is subject to the penalties of Section 15.02.100 of this code.
2. When equipment or an installation is to be disconnected, written notice of the disconnection (and causes therefor) must be given within 24 hours to the involved utility and also the owner and/or occupant of the building, structure, or premises. When equipment is maintained in violation of the Building Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official may institute such action as the Building Official deems necessary to prevent, restrain, correct or abate the violation, including, but not limited to issuing civil penalties; declaring the building, structure, or premises dangerous; and denying entry.

I. Occupancy Violations. Whenever any building, structure or equipment therein regulated by the this Chapter is used contrary to the provisions of the Building Codes, the Building Official may order such use discontinued and the structure (or portion thereof) vacated and

provide such order through written notice to the owner, occupant, and/or user of the building, structure, or equipment. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official in the notice and make the structure, or portion thereof, comply with the requirements of the Building Code. Structures that are altered, modified, or repaired without the benefit of permits, for purposes of adding rooms for tenants, shall be considered as occupancy violations and subject to the penalties of Section 15.02.100 of this code.

- J. Unsafe Buildings. When the Building Official ascertains that a building, structure, or premises, or any portion thereof, regulated by the Building Code is a public nuisance or otherwise has become hazardous to life, health, or property, the Building Official may order abatement by repair, rehabilitation, Demolition, or removal in accordance with the procedures set forth in the Building Code or such alternate procedures as may have been or as may be adopted by the City or the Building Official. As an alternative, the Building Official may institute any other appropriate action to prevent, restrain, correct or abate the violation.

15.02.095 Applicability

- A. This code shall apply to the construction, erection, alteration, moving, enlargement, demolition, repair, improvement, conversion, maintenance, and work associated with any building or structure except those located in a public way.
- B. Where, in any specific case, there is a conflict between this code and the Oregon Revised Statutes, the Oregon Revised Statutes shall govern.
- C. When conflicts occur between the technical codes, those provisions providing the greater safety to life shall govern. In other conflicts where sanitation, life safety or fire safety are not involved, the most restrictive provisions shall govern.
- D. Where, in any specific case, different sections of this code specify different material methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- E. When conflicts occur between specific provisions of this code and administrative provisions in a technical code which is then applicable within this jurisdiction, those provisions becoming the law most recently shall prevail.

15.02.100 Violations and Penalties

- A. It is unlawful and a public nuisance within the City of McMinnville for any person in charge of a premises to permit, allow or cause to exist, any substance, condition or act on the premises that is injurious or detrimental to the public health, welfare or safety.

- B. The Building Official or designee may determine if a violation of this Chapter has occurred.
- C. If the violation is deemed to be a public nuisance, it will be noticed and abated per the process and procedures outlined in Chapter 2.50 of the McMinnville Municipal Code.
- D. If the violation is deemed to be a public nuisance, in addition to any corrective action ordered by the City, a person found to have violated the provisions of this Chapter may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 2 Code Violation.
- E. If the violation is deemed to be an immediate public safety hazard, in addition to any corrective action ordered by the City, the amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 1 violation.
- F. Notwithstanding the other remedies in this chapter, if the Building Official determines that any building under construction, mechanical work, or plumbing work on any building or any structure poses an immediate threat to the public health, safety or welfare, they may order the work halted and the building or structure vacated pending further action by the City and its legal counsel.
- G. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available under City ordinance or state statute.
- H. In addition to enforcement mechanisms authorized elsewhere in this code, failure to pay an administrative civil penalty imposed pursuant to this code shall be grounds for withholding issuance of requested permits or licenses, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.

15.02.200 Protests and Appeals

A person aggrieved by an action of the Building Official taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 15.04
FIRE CODES

Sections:

15.04.010	Definitions
15.04.020	Establishment of Duties.
15.04.030	Adoption of Oregon Fire Code
15.04.040	Fire Protection System Maintenance
15.04.050	Restricted Uses During Fire Season
15.04.060	City of McMinnville Modifications to the Oregon Fire Code .. .
15.04.070	Violations and Penalties
15.04.080	Protests and Appeals

15.04.010 Definitions

The following definitions govern the implementation of this chapter.

- A. "Jurisdiction," as used in the Oregon Fire Code, means the City of McMinnville ("McMinnville").
- B. "Department of Fire Prevention," as used in the Oregon Fire Code, means "Fire and Life Safety Division."
- C. "Fire Code Official," as used in the Oregon Fire Code, means the Fire Marshal or designee.
- D. "Apparatus cost" means the standardized cost, including repairs and depreciation, for the use of McMinnville Fire Department's apparatus and or equipment, as set forth in adopted regulations of the State Fire Marshal or in City resolution, and the cost for the use of apparatus or equipment of another jurisdiction which may respond to an incident pursuant to statute or intergovernmental agreement.
- E. "Direct costs" means those costs of supplies, apparatus and labor incurred by the City or another jurisdiction in responding to an incident and as may be set forth in adopted regulations of the State Fire Marshal or in City resolution.
- F. "Direct fire or rescue services" means any service provided by employees of the City (1) to a person whose person or property is injured or threatened with injury; or (2) to a person whose property has injured or threatens to injure another person or another person's property, for which a charge is not otherwise imposed under this code. "Direct fire or rescue services" includes, but is not limited to, the suppression of fires, the rescue of persons or property, the provision of medical assistance, and containment and cleanup of hazardous materials.

- G. "Indirect costs" means those costs that are set forth in adopted regulations of the State Fire Marshal or in City resolution, and which are the product of the state "average response availability rate" and the time spent responding to an incident, together with the state "average support services cost per incident," as defined by the State Fire Marshal.
- H. "General costs" means direct or indirect costs that are not attributable to any particular person who received direct fire and rescue services.
- I. "Gross negligence" means conduct with conscious indifference to or reckless disregard of the rights of others.
- J. "Labor costs" means the compensation paid by the City to its employees, including but not limited to base pay, overtime pay and fringe benefits, during the time spent responding to an incident.
- K. "Railroad right-of-way" means a right-of-way used for rail transportation.
- L. "Transportation route" means a roadway or waterway against which no taxes or assessments for fire protection are levied by the City.

15.04.020 Establishment of Duties

The Oregon Fire Code shall be enforced by the Code Official as defined by the Oregon Fire Code.

15.04.030 Adoption of Oregon Fire Code

Except as specifically excluded or modified by this chapter, the City of McMinnville adopts the Oregon Fire Code and appendices A through D, F, H, I, J, and K through N, which will be referred to in the McMinnville Municipal Code as the Oregon Fire Code ("OFC"). One (1) copy of the Oregon Fire Code and appendices shall be filed in the office of the City Recorder.

15.04.040 Fire Protection System Maintenance

Fire protection systems service providers providing inspections, tests, and maintenance required by OFC Section 901.6 and the referenced standards shall be qualified and shall provide the inspections, tests, and maintenance in accordance with the referenced standards. Failure by a company or individual service provider to follow the referenced standards is a Class 5 violation.

15.04.050 Restricted Uses During Fire Season

- A. The City of McMinnville will follow the Oregon Department of Forestry ("ODF") burn restrictions and regulations during fire season. Open flame and fire pits are prohibited at high fire index. Exemption: A seasonal permit for contractors can be obtained for use

within the City of McMinnville to allow for powered equipment use during fire season (i.e., landscape, construction, etc.). Working on or within one-eighth (1/8) of a mile of ODF-protected property requires the contractor must contact ODF and get an additional permit issued from ODF if required.

- B. The Fire Code Official or designees may issue a permit which allows a person to conduct a restricted activity as long as specified fire prevention measures are taken to reduce the potential for fire ignition. Contractors, such as those performing landscape or construction work, may obtain a seasonal permit for use within the City to allow for powered equipment used during fire season. Working on or within one-eighth (1/8) of a mile of ODF-protected property requires the contractor to contact ODF to obtain an additional permit issued by ODF if required.

15.04.060 City of McMinnville Modifications to the Oregon Fire Code

McMinnville Fire Prevention Code incorporates the Oregon Fire Code current Edition except that the following referenced OFC sections are modified as set forth below:

- A. OFC Section: Fire Records is modified by the addition of the following language:
Fire Investigation Reports for fires that are under investigation will not be released until the investigation is complete. Exception: The Fire Chief may release incomplete Fire Investigation Reports if warranted.
- B. OFC Section: Inspections is modified by the addition of the following language:
 - 1. Inspections outside of normal business hours: The Fire & Life Safety Division will make every attempt to conduct inspections during normal business hours (Monday thru Friday 8 am to 5 pm). If the applicant or business owner's agent requests an inspection outside of normal business hours, or if the Fire Code Official determines a permit inspection is required and there is no other alternative but to conduct the inspection outside of normal business hours, the Fire Code Official shall inform the applicant or business agent there will be an after-hours inspection fee. The inspection will not be performed until the required fees have been paid.
 - 2. Re-Inspection Fees. Each Fire & Life Safety inspection is provided with one additional re-inspection at no additional cost to the business. If subsequent re-inspections starting with a second re-inspection is required, a fee shall be assessed. Each additional re-inspection required shall have an increased fees assessed. Fees shall be set through a resolution of City Council.
- C. OFC Section: Permits is modified by the addition of the following language:
Required permits may include, Operational and construction permits as allowed by the Oregon Fire Code.

A schedule of permit and service fees shall be established by resolution of the City Council and periodically amended by Council resolution and kept at McMinnville Fire Department and in the City Recorder's office.

15.04.070 Violations and Penalties

- A. It is unlawful and a public nuisance for any person violating or causing violation of any of the provisions of this chapter. Such person, firm or corporation is guilty of a separate violation for each and every day during which any violation of this chapter is committed or continued by such person, firm or corporation. This violation can be retroactively applied to the first day the occupant or owner was made aware of the violation by the Fire Code Official.
- B. The Fire Code Official or designee may determine if a violation of this Chapter has occurred.
- C. If the violation is deemed to be a public nuisance, it will be noticed and abated per the process and procedures outlined in Chapter 2.50 of the McMinnville Municipal Code.
- D. If the violation is deemed to be a public nuisance, in addition to any corrective action ordered by the City, a person found to have violated the provisions of this Chapter may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 3 Code Violation.
- E. For any violations of this chapter deemed to be life-threatening, a violation can be issued immediately for each and every occurrence, including multiple occurrences in one (1) day. Life-threatening hazards include but are not limited to overcrowding, locking or obstructing doors designated to remain unlocked, and shutting off or removing designated fire protection equipment.
- F. If the violation is deemed to be an immediate public safety hazard, in addition to any corrective action ordered by the City, the amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 1 violation.
- G. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available under City ordinance or state statute

15.04.080 Protests and Appeals

A person aggrieved by an action of the Building Official taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 15.06
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

Sections:

- | | |
|-----------|-------------------------------|
| 15.06.010 | Adopted by Reference |
| 15.06.020 | Authority to Alter Provisions |

15.06.010 Adopted by Reference

The provisions of the current edition of the Oregon Standard Specifications for Construction, prepared by the Oregon Department of Transportation, are adopted and made a part hereof as if fully set out in this chapter, and all Public Works contracts hereafter entered into by the city, excepting the McMinnville Water and Light commission, shall include in the contract documents by reference all of the provisions of said specifications.

15.06.020 Authority to Alter Provisions

The City reserves the right to amend, enlarge or change any of the standard specifications in any construction contract hereafter entered into by and between the city and another party. .

Chapter 15.08
HOUSE MOVING REGULATIONS

Sections:

15.08.010	Purpose
15.08.020	Relocation Permit Required
15.08.030	Site and Street Occupancy Prohibited
15.08.040	Applicant’s Burden
15.08.050	Applications
15.08.060	Authority to Decide Relocation Permit
15.08.070	Permit Approval Process
15.08.080	Demonstration of Zoning Compliance
15.08.090	Approval Criteria
15.08.100	Conditions
15.08.110	Notice of Approved Relocation Permit
15.08.115	Relocation of Historic Resources
15.08.120	Violations and Penalties
15.08.130	Protests and Appeals

15.08.010 Purpose

The purpose of this section is to establish an orderly process for reviewing requests for moving structures over City streets; minimizing damage to private and public property during the course of moving a structure, securing funds for the repair or restoration of damage caused by moving structures, minimizing disruption to traffic, public utilities, and communication services, protecting public safety and welfare, and ensuring compliance with applicable provisions of the McMinnville Municipal Code.

15.08.020 Relocation Permit Required

A building permit is required prior to moving any structure, which is ordinarily attached to real property over City streets. Buildings relocated from sites not within the City of McMinnville are subject to this chapter. In such cases the Community Development Director shall determine applicable code provisions.

15.08.030 Site and Street Occupancy Prohibited

- A. Occupation of a relocated structure on any lot, tract, or other real property is prohibited without first obtaining zoning certification in accordance with this chapter, required building permits, and payment of all fees.

- B. Temporary storage of moved structures within the City of McMinnville is prohibited.

- C. Temporary placement of relocated structures within public and private streets is prohibited unless expressly authorized under an approved relocation permit.

15.08.040 Applicant's Burden

The applicant bears the burden of demonstrating compliance with all provisions of these regulations prior to issuance of a relocation permit.

15.08.050 Applications

- A. An application fee, as adopted by Resolution of the McMinnville City Council, is required at the time of application submission. Applications that are not accompanied by an application fee shall not be accepted.
- B. Applicants will be required to provide insurance as set by City Council.
- C. The applicant shall pay a refundable deposit for damages incurred within the public right of way or other city property, facilities or utilities. Deposit to be set by Resolution of the McMinnville City Council.

15.08.060 Authority to Decide Relocation Permit

The Community Development Director, or designee, shall interpret, apply, and enforce provisions of this chapter except for zoning and land-use regulations, which shall be administered by the Planning Director.

15.08.070 Permit Approval Prohibited

No building relocation permit shall be issued until all liens, charges, and billings applicable to the donor site and owed the City have been paid to the satisfaction of the Finance Director.

15.08.080 Demonstration of Zoning Compliance

- A. The applicant shall demonstrate consistency with the McMinnville Zoning Ordinance for the donor and receiving sites located within the City of McMinnville prior to issuance of a relocation permit.
- B. Zoning Certification
 - 1. The relocation permit application shall include sufficient information necessary for determination of zoning compliance for receiving sites and determination of the structure's historic preservation landmark status under the McMinnville Zoning Ordinance.
 - 2. The Planning Director shall determine whether the applicant has demonstrated compliance with the Zoning Ordinance within seven (7) workdays of a complete application being received.

15.08.090 Approval Criteria

The Community Development Director, or designee, may approve, approve with conditions, or deny relocation permit applications. Applications for a relocation permit shall be approved only when the following items have been submitted or otherwise resolved to the Community Development Director's satisfaction. The Community Development Director shall consider recommendations of the Building Official, Planning Director, Public Works Division, Police Chief, Fire Marshall, Oregon Department of Transportation, Yamhill County, Utility Providers and others as appropriate.

- A. Complete relocation permit application and deposit;
- B. Proposed route, time and date of the move;
- C. Proof of required insurance and endorsements.
- D. Certification of zoning compliance;
- E. Determination that the proposed time and route of the move is safe and minimizes disruption to traffic;
- F. Proof of approved building permits for receiving site when located in the City of McMinnville;
- G. The demolition permit for donor site showing proper disconnection and capping of site utilities;
- I. Specification of loaded height, width, and length of structure to be moved, and all escort and other vehicles;
- J. Specification of wheel weight in pounds per square inch;
- K. Identification of all obstructions within the public right-of-way and private property to be removed. Trees that must be pruned or removed are also to be identified. A tree permit may be required in accordance with Section 17.58.040 of this code; if a street tree, a private tree, or a sign must be pruned or removed to accommodate a house move and otherwise meets current clearance requirements, removal and replacement costs will be paid by the applicant.
- L. Identification of all traffic controls along the move-route;
- M. Traffic control plan;

- N. Certification from utility providers, county, and state agencies (“Agency” or “Agencies”) along the route of move certifying acceptability of the proposed move and specifying any conditions that are imposed as a condition of the certification;
 - 1. Applicant will prepare for Agency review with any request for certification a map or drawing describing the route of the move and show any above-ground utility facilities, signage, or lighting in the route.
 - 2. Applicant will pay costs, fees and charges required by an Agency for review of utility, lighting, or signage systems related to certification.
- O. Authorization by owners of the donor and receiving sites to make application for the move;
- P. Written confirmation from the Finance Director that all liens, charges, and billings applicable to the donor site have been satisfied;
- Q. A security deposit as required to secure repair of any damage to City property or Agency facilities in an amount to be determined by the Community Development Director;
- R. Additional information as may be specified to demonstrate compliance with this chapter.

15.08.100 Conditions

A relocation permit may be conditioned to specify conditions including but not limited to the following:

- A. Time of move;
- B. Route of move;
- C. Overall length, width, and height of structure to be moved;
- D. Axle weight or wheel weight in pounds per square inch of tire;
- E. Number and location of vehicle escorts;
- F. Required traffic controls;
- G. Terms for repair of damage to roadways, property, or other City or Agency facilities.

15.08.110 Notice of Approved Relocation Permit

The applicant shall post a notice of approved relocation permit on the property or structure so that it is visible from the street, giving notice of intent to relocate the structure. The notice shall be in the form prescribed by the Community Development Director and shall be posted the

same day the permit is approved. The notice must remain posted for five (5) workdays thereafter.

15.08.115 Relocation of Historic Resources

- A. Certificate of Approval Required. Prior to any exterior alteration or relocation of a historic resource on the McMinnville Historic Resources Inventory, the owner must apply for and receive a Certificate of Approval per Section 17.65.040(C) of the McMinnville Municipal Code. No alteration of the historic landmark shall occur prior to the issuance of the Historic Landmarks Committee’s decision on the Certificate of Approval for Alteration application.
- B. Fees Waived for Eligible Historic Resources. Certain municipal fees are hereby waived, subject to compliance with this chapter, in the instances where a structure which is designated as “distinctive” or “significant” on the McMinnville Historic Resources Inventory is being moved from one lot within the city to another lot in the city. The Historic Resources Inventory is on file in the city planning department.
1. Fees to be Waived. The fees to be waived are the parks and wastewater system development charges imposed in Section 3.10.020 of the McMinnville Municipal Code, and any moving, foundation and plumbing permit fees imposed by this Chapter.
 2. Covenant Required. In return for the fee waiver the owner of the structure to be moved shall covenant with the city to guarantee that the structure shall be maintained in its historic character and that all exterior alterations, as defined in MMC 17.06.060, shall be made in compliance with the Certificate of Approval process described in MMC 17.65.060.
 3. Fee Waiver Rescinded. In the event that an applicant decides to proceed with alterations that were not approved by the Historic Landmarks Committee through the Certificate of Approval for Alteration process in Section 17.65.060 of the McMinnville Municipal Code, all fees waived under Section 15.08.115 of this Chapter will become due and payable. Fees to be paid will be based on the then current fee schedules.
 4. Certificate of Fee Waiver. Upon issuance of the certificate of occupancy for the new location of the historic resource, the city shall record a Certificate of Fee Waiver on the property documenting the date and amount of the fee waiver with the Yamhill County Recorder’s Office.

15.08.120 Violations and Penalties

In addition to any corrective action ordered by the city, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continued violation will not exceed the amount established for a Class 3 code violation.

15.08.130 Protests and Appeals

A person aggrieved by the decision on a relocation permit taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 2.50
CODE COMPLIANCE

New proposed language is represented by **underline font**, deleted language is represented by ~~strikethrough font~~.

2.50.010 Applicability of Chapter

- A. The provisions of this chapter apply to the enforcement of civil code provisions identified in the following portions of the McMinnville Municipal Code, including all plans, permits, or licenses adopted or issued pursuant to such provisions :
1. All chapters of Title 5 (Business Taxes, Licenses and Regulations)
 2. All chapters of Title 8 (Health and Safety)
 3. **All chapters of Title 15 (Buildings and Construction)**
 4. All chapters of Title 17 (Zoning) and all ordinance adopted pursuant to Title 17 or the McMinnville Comprehensive Plan, regardless of whether such ordinance are codified in the McMinnville Municipal Code.
- B. Notwithstanding the provisions of subsection (A) of this section, the provisions of this chapter do not apply to the enforcement of any violation identified as a misdemeanor or for which the punishment may include any term of imprisonment, or to any criminal, traffic or parking laws, including the laws set forth in the following Titles of the McMinnville Municipal Code:
1. Title 9 – Public Peace, Morals and Welfare
 2. Title 10 – Vehicles and Traffic

Chapter 8.10
PUBLIC NUISANCES

New proposed language is represented by **underline font**, deleted language is represented by ~~strike through font~~.

Sections:

8.10.035 Storage

8.10.250 Motor Vehicles

- A. A person in charge of a premises must not permit, allow or cause to exist any discarded motor vehicle (including motor vehicles parts such as bodies, engines, transmissions and rear ends) on the premises, except that a person may store a discarded motor vehicle:
1. Within in a building that is wholly or entirely enclosed except for doors used for ingress or egress
 2. In a back yard of a residential property if the discarded motor vehicle:
 - a. Is screened by a sight-obscuring fence so that it is not visible from adjoining properties, streets and public right of ways, and or
 - b. Is covered by an approved car cover, that is maintained free of deterioration, tearing, dirt and dust accumulation; and**
 - c. Is maintained in a manner that does not attract vermin, produce an offensive odor, or otherwise become a danger to public health or safety.
 3. In connection with an authorized and permitted business dealing in junked vehicles.
- B. For the purpose of this section, "discarded motor vehicle" means any motor vehicle that:
1. Has been inoperative for a period of more than 30 days;
 2. Is wrecked;
 3. Is dismantled, in whole or part;
 4. Is junked or abandoned; or,
 5. Has a vehicle registration sticker expired for more than two (2) months.

- C. A person in charge of a premises in a residential zone must not permit, allow or cause to exist motor vehicles, RVs, boats or trailers to be parked or placed in front yards or exterior side yards of the premises, unless the area used for parking or storage consists of non-erodible surfaces such as asphalt, concrete or pavers, **or gravel with a minimum depth of four inches that consists of traffic bound or dense-grade gravel.**
- D. A person in charge of a premises in a residential zone must not permit, allow or cause to exist parking or storage areas consisting of non-erodible surfaces in front or exterior side yards of the premises to use more than 40% of the yard area. For the purposes of this section, “yard area” is measured as the space between the front and side building lines to the property line of the premises.
- E. A person in charge of a premises in a residential zone must not permit, allow or cause to exist parking or storage areas that are less than twenty feet in depth from the property line of the premises when the parking or storage area is perpendicular to the property line.
- F. In addition to any corrective action ordered by the City, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 Code Violation.

8.10.305 Storage

- A. **Unless otherwise specifically allowed by state regulations or this code, a person in charge of a premises must not permit, allow or cause to exist any storage of items of personal property out-of-doors, or outside a building or structure that is not enclosed or screened from public view.**
- B. **Notwithstanding subsection (A) of this section, the following items of personal property may be stored outside of a building or structure:**
 - 1. **Firewood that is stacked and usable. “Usable” firewood has more wood than rot and is cut to lengths that will fit a lawful fireplace or wood stove on the premises;**
 - 2. **Construction material, if the construction material is temporarily stored and is stored in a manner to protect its utility and to prevent is deterioration and the construction material is to be used for construction on the premises;**
 - 3. **All other items of personal property which are of a type, condition or quantity consistent with normal and intended outside use. By way of illustration, but not limitation, as used in this section, items of personal property include barbeque grills, lawn furniture, and solid waste disposal receptacles.**

- C. In addition to any corrective action ordered by the City, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 Code Violation.

ORDINANCE NO. 5093

AN ORDINANCE REPEALING AND REPLACING TITLE 15 OF THE MCMINNVILLE CITY CODE, SPECIFIC TO BUILDINGS AND CONSTRUCTION, AMENDING SECTION 2.50.510, SPECIFIC TO CODE COMPLIANCE - APPLICABILITY, AND SECTIONS 8,10.250, HEALTH AND SAFETY – MOTOR VEHICLES, AND SECTION 8.10.035, HEALTH AND SAFETY – STORAGE.

RECITALS:

WHEREAS, The City of McMinnville in an effort to provide for the welfare, safety and health of the citizens of the City of McMinnville has a local McMinnville Municipal Code; and

WHEREAS, Title 15 of the McMinnville City Code governs local codes relative to “Buildings and Construction”; and

WHEREAS, Title 15 has not been updated since 1980; and

WHEREAS, Codes, best practices and program parameters have changed substantially for buildings and construction since 1980; and

WHEREAS, the City of McMinnville would like to continue to provide for the welfare, safety and health of the citizens of the City of McMinnville relative to buildings and construction with updated local codes reflecting current best practices; and

WHEREAS, the City of McMinnville does not have a property maintenance code and has received many complaints from citizens regarding properties that are not maintained to a minimum standard of maintenance, safety and health; and

WHEREAS, the City of McMinnville would like to update its local fire codes for buildings and construction to ensure the safety, welfare and health of its citizens and businesses; and

WHEREAS, the Oregon Building Codes Division adopts Oregon’s State Building Code; and

WHEREAS, the State allows for adoption of several optional appendices to the Building Code; and

WHEREAS, the State allows adoption of local ordinances regulating matters not otherwise encompassed by the State Building Code under ORS 455.030; and

WHEREAS, the City has the authority under ORS 455.020(4) to enact certain building code regulations to supplement the Statewide Building Code; and

WHEREAS, having a consistent local administrative chapter is intended to provide for consistent application of all adopted specialty codes.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That Title 15 (BUILDINGS AND CONSTRUCTION), of the McMinnville City Code is repealed and replaced as provided in Exhibit A to this Ordinance.
2. That this Ordinance is effective thirty days from its adoption.

Passed by the Council this 14th day of July, 2020, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

Approved as to form:

City Recorder

City Attorney



EXHIBIT A

**CITY OF MCMINNVILLE
PLANNING DEPARTMENT
231 NE FIFTH STREET
MCMINNVILLE, OR 97128**

503-434-7311

www.mcminnvilleoregon.gov

PROPOSED AMENDMENTS TO THE MCMINNVILLE MUNICIPAL CITY CODE

The following language will replace Title 15 of the McMinnville Municipal Code

TITLE 15 BUILDINGS and CONSTRUCTION

CHAPTERS:

- | | |
|-------|---|
| 15.02 | Building Codes |
| 15.04 | Fire Codes |
| 15.06 | Standard Specifications for Public Works Construction |
| 15.08 | House Moving Regulations |

Chapter 15.02
BUILDING CODES

Sections:

15.02.010	Administration
15.02.020	Building Codes
15.02.030	Revisions to Codes
15.02.040	Alternate Materials, Methods of Design and Methods of Construction
15.02.050	Modifications
15.02.060	Permits
15.02.070	Inspections
15.02.080	Fees
15.02.090	Powers and Duties of Building Official
15.02.095	Applicability
15.02.100	Violations and Penalties
15.02.200	Protests and Appeals

15.02.010 Administration

- A. The City provides a building inspection program, including plan review, permit issuance and inspection for the adopted specialty building codes listed in section 15.02.020 of this Chapter.
- B. The program is administered by the Building Official under the supervision of the City Manager or designee and the authority of ORS 455.150(3).
- C. The Building Official is authorized to adopt rules of procedure for such administration that include, the authority to stop work and disallow occupancy or use of any building or service equipment in violation of this ordinance; the authority to refund all or part of building permit application fees for cause; and the authority to dispose of permit applications and supporting documents, and to declare permits to have expired, at a point in time after applications are received and after permits have been issued.
- D. The program provides services in accordance with its operating plan as required by OAR 918-020-0090 and the remainder of this chapter.

15.02.020 Building Codes

The City adopts the most recent editions of the following codes:

- A. Application of the Building Code. ORS Chapter 455.150 and OAR 918-020-0010 through OAR 918-020-0490 are adopted by reference. A violation of a provision in those State laws is an offense against the City.

- B. Oregon Structural Specialty Code, as adopted by ORS [455.150](#) through [455.895](#), OAR 918-460-0000 through 918-460-0070 (hereinafter “Structural Specialty Code”);
- C. Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0000 through 918-440-0510;
- D. Oregon Plumbing Specialty Code, as adopted by ORS [447.020](#)(2), OAR 918-750-0110 and delegated to the city by ORS [455.153](#) (hereinafter “Plumbing Specialty Code”);
- E. Oregon One- and Two-Family Dwelling Specialty Code, as adopted by ORS [455.610](#) and OAR 918-480-0001 through 918-480-0150 (hereinafter called the “One- and Two-Family Specialty Code”).
- F. Oregon Manufactured Dwelling Installation Specialty Code as adopted by ORS 446.230.
- G. Oregon Manufactured Dwelling and Parks Specialty Code as scoped by OAR 918-600-0010 and adopted ORS 446.
- H. International Property Maintenance Code, as published by the International Code Council with the following modifications:
 1. Section 101.1. Insert: *City of McMinnville*
 2. Section 103.5. Insert: *Will not exceed the amount established by a Class 1 Code Violation plus full cost recovery as established by the City of McMinnville Fee Schedule.*
 3. Section 109.6. Amend “*Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code, protest and appeal per section 2.50.510 of the McMinnville Municipal Code*”.
 4. Section 111. Amend. *Appeals will be processed per section 2.50.510 of the McMinnville Municipal Code.*
 5. Section 112.4. Insert: *Will not exceed the amount established by a Class 4 Code Violation.*
 6. Section 302.4. Insert: *10 inches (height of weeds/overgrown grass allowed in local jurisdiction).*
 7. Section 304.14. Insert: *May 1 through October 30.*
 8. Section 308.2.2. Delete entire section.

9. Section 602.3 Insert: *October 1 through June 30.*

10. Section 602.4 Insert: *October 1 through June 30..*

I. International Building Code, Appendix J, Grading with the following modifications:

1. J101.2 Flood Hazard Areas. Section deleted and replaced with the following:
Unless the applicant has submitted an engineering analysis, prepared in accordance with standard engineering practice by a registered design professional, that demonstrates the proposed work will not result in any increase in the level of the base flood, and has a permit from the Department of State Lands, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways that are in recognized flood hazard areas or in flood hazard areas where design flood elevations are specified but floodways have not been designated.
2. J102.1 Definitions. Section deleted and replaced with the following:
The following words and terms shall, for the purposes of this code, have the meanings shown herein. Refer to Chapter 2 of the current Oregon Structural Specialty Code for general definitions.
3. J103.2 Exemptions. Item 2 deleted and replaced with: *Excavation for construction of a structure permitted under the current Oregon Structural Specialty Code.*
4. J103.2 Exemptions. Last paragraph deleted and replaced with: *Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of any other laws or ordinances of this jurisdiction.*
5. J104.1 Submittal Requirements. Section deleted and replaced with the following:
*Grading plans must be prepared by an Oregon registered design professional.
Exception: The building official may waive the need for an Oregon registered design professional where the nature of work is determined not to be highly technical in nature or there is no unreasonable potential risk to life or safety.*
6. J104.4 Liquefaction Study. Section deleted and replaced with the following:
Where local zoning allows for development on sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_1) greater than 0.5g as determined by the current Oregon Structural Specialty Code, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans.
7. J105.1 General Requirements. Section deleted and replaced with the following:
Inspection shall be governed by the current Oregon Structural Specialty Code.
8. J105.2 Special inspections. Section deleted and replaced with the following:

The special inspection requirements of the current Oregon Structural Specialty Code shall apply to work performed under a grading permit where required by the building official.

15.02.030 Revisions to Codes

From time to time revisions, amendments and/or other changes are made to the codes identified in section 15.02.020 of this chapter. The amended codes are issued as new editions. The new editions of the codes adopted in section 15.02.020 of this chapter shall be considered adopted by the city.

15.02.040 Alternate Materials, Methods of Design and Methods of Construction

- A. The provisions of the technical codes are not intended to prevent the use of any material method of design or method of construction not specifically prescribed by the technical codes, provided an alternate has been approved and its use authorized by the building official.
- B. The building official may approve an alternate, provided the building official finds that the proposed design is satisfactory and complies with the provisions of the technical codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The building official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

15.02.050 Modifications

Whenever there are practical difficulties involved in carrying out the provisions of the technical codes, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of the technical code impractical and the modification is in conformity with the intent and purpose of the technical code, and that such modification does not lessen health, life and fire safety requirements or any degree of structural integrity. The details of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

15.02.060 Permits

- A. **Permits Required.** Any owner, person, or authorized agent who intends to construct, alter, enlarge, repair, move, demolish, or change the occupancy of any building, structure, appurtenance, or service equipment or cause any such work to be done must first make application to the building official and obtain the required permit.

- B. The permit holder or applicant shall not proceed with construction activity prior to issuance of a permit or until receiving specific written authorization to do so by the Building Official.
- C. Work requiring a permit shall not be commenced until the permit holder or an authorized agent of the permit holder has made available on site, a copy of the permit authorizing such work and supporting documents such as City approved construction documents. The permit and supporting documents shall be maintained and available by the permit holder until final approval has been granted by the Building Official.
- D. The issuance of a permit based on construction documents and other data does not prevent the Building Official from thereafter requiring the correction of errors in the construction documents and other data, or from preventing building operation, such as building inspections, plan reviews, permit issuance, and investigations, from being carried on thereunder when in violation of this Chapter or any other ordinances of this jurisdiction.
- E. Partial Permits. The Building Official is authorized to promulgate additional administrative rules and regulations related to the efficient administration and review of partial permits. Elements for partial permits shall include but not be limited to deferred submittals, temporary permits and phased construction.
- F. Design Profession of Responsible Charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.
- G. Work without a permit – Investigation fee.
 - 1. Whenever work for which a permit as required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.
 - 2. An investigation fee, in addition to the permit fees, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code, any technical codes nor from any penalties prescribed by law.

- H. Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provision of this Chapter whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance (or activity thereunder) is in violation of any ordinance or regulation of any other provisions of the McMinnville Municipal Code.
- I. The Building Official may adopt administrative procedures regarding permit and permit application expirations, extensions, and/or reinstatements.

15.02.070 Inspections

- A. It shall be the duty of the Permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official.
- B. The Building Official shall make the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise.
- C. Special Inspections.
 - 1. When special inspection is required by the Structural Specialty Code, the owner or the owner's authorized agent, other than the contractor, shall prepare an inspection program which shall be submitted to the building official for approval prior to issuance of a building permit. The inspection program shall designate the portions of the work that require special inspection and the name or names of individuals or firms who are to perform the special inspections, and indicate the duties of the special inspectors.
 - 2. The special inspector shall be employed by the owner, the engineer or architect of record, or an agent of the owner, but not the contractor or any other person responsible for the work. In situations where the owner is also the contractor, the building official shall have the authority to require the selection of a special inspector who is independent from the employment of the owner/contractor.
 - 3. When structural observation is required by a Structural Specialty Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.
 - 4. The inspection program shall include samples of inspection reports and provide time limits for submission of reports.
- D. Failure to Obtain or Request Final Inspection or Issuance of Certificate of Occupancy.

1. Prior to occupancy of newly constructed commercial or residential buildings or altered commercial buildings a final inspection must be approved by the Building Official. For a new building, a certificate of occupancy will be issued signifying compliance with the applicable codes of the City. For remodel work, a certificate of completion may be issued.
2. Other permitted work such as mechanical installations or structures that do not involve occupancy by persons, must receive a final inspection from the Building Official within 180 days after the work has been completed.
3. Whenever any building, structure or equipment therein regulated by this Chapter is occupied or in use without a final inspection or certificate of occupancy, the Building Official is authorized to use all means authorized to compel completion of permitted work. This includes issuing an order for occupancy or use to be discontinued, and the structure (or portion thereof) vacated. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official and make the structure, or portion thereof, comply with the requirements of the Building Code. The Building Official may cause the water service to be discontinued pending the completion of the final inspection and obtaining a Certificate of Occupancy. The Building Official shall notify the occupants of the discontinuation of water service in the notice to complete final inspection and obtain certificate of occupancy.
4. If a permit holder receives a temporary certificate of occupancy and does not complete all of the requirements of the permit in a timely manner, the Building Official may declare it a violation of this Chapter and seek remedy by all means authorized up to and including ordering the occupancy or use discontinued, and the structure vacated. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official and make the structure, or portion thereof, comply with the requirements of the permit. The Building Official may cause the water service to be discontinued pending the completion of the final inspection and obtaining a Certificate of Occupancy. The Building Official shall notify the occupants of the discontinuation of water service in the notice to complete final inspection and obtain certificate of occupancy. And the Building Official may issue a citation for a Class 4 Code Violation each day of the occurrence of the violation.

15.02.080 Fees

- A. Fees for permits and other related services pursuant to the building inspection program will be established by resolution of the City Council and updated regularly as appropriate.
- B. Fee refunds and waivers.
 1. The Building Official may authorize refunding of any fee paid thereunder which was erroneously paid or collected.

2. The Building Official may authorize refunding of any fee refund made voluntarily in writing within 180 days of fee payment. A portion of the refund, as set in the adopted fee schedule, shall be retained.
3. The Building Official may authorize refunding of the permit fees paid as required by this code when no work has been begun under a permit issued in accordance with this code. Permit fee refunds shall not exceed the amount set forth by the fee schedule.
4. The Building Official may authorize a refund of plan review fees paid as required under this code if an application for a plan review permit is withdrawn or canceled before any plan review is conducted. Plan review fee refunds shall not exceed the amount set forth by the fee schedule.
5. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permit holder not later than 180 days after date of fee payment.

15.02.090 Powers and Duties of Building Official

- A. The Building Official is authorized to enforce all of the provisions of this Chapter.
- B. The Building Official has the power to render written and oral interpretations of the Building Codes in Section 15.02.020 and to adopt and enforce administrative procedures in order to clarify the application of their provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of the codes, and shall not have the effect of waiving requirements specifically provided for in the codes.
- C. Liability. The Building Official, and/or any employee charged with the enforcement of the Building Codes in Section 15.02.020, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by the codes or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.
- D. Legal Defense. Any suit or criminal complaint instituted against the Building Official and/or any employee charged with the enforcement of the Building Codes in Section 15.02.030 because of an act performed by that person in the lawful discharge of duties and under the provisions of this Chapter shall be defended by legal representatives of the City until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.
- E. Delegation of Authority. The Building Official has the authority to delegate the authority necessary to carry out the provisions of this chapter to technical officers, inspectors, plan examiners and other employees of the City.

- F. Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Chapter, or where the Building Official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this Chapter that makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Chapter, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.
- G. Stop Work Orders.
1. Whenever any work is being done contrary to the provisions of the Building Code (or other pertinent laws or ordinances implemented through its enforcement), the Building Official may order the work stopped by written notice served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.
 2. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, is subject to the penalties of Section 15.02.100 of this code.
- H. Authority to Abate Hazardous Equipment.
1. When the Building Official ascertains that equipment, or any portion thereof, regulated by the Building Code has become hazardous to life, health, or property, the Building Official may order the equipment either removed from its location or restored to a safe and/or sanitary condition, as appropriate. The notice must be in writing and contain a fixed time limit for compliance. Any person who uses the defective equipment after receiving the notice is subject to the penalties of Section 15.02.100 of this code.
 2. When equipment or an installation is to be disconnected, written notice of the disconnection (and causes therefor) must be given within 24 hours to the involved utility and also the owner and/or occupant of the building, structure, or premises. When equipment is maintained in violation of the Building Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official may institute such action as the Building Official deems necessary to prevent, restrain, correct or abate the violation, including, but not limited to issuing civil penalties; declaring the building, structure, or premises dangerous; and denying entry.
- I. Occupancy Violations. Whenever any building, structure or equipment therein regulated by the this Chapter is used contrary to the provisions of the Building Codes, the Building Official may order such use discontinued and the structure (or portion thereof) vacated and

provide such order through written notice to the owner, occupant, and/or user of the building, structure, or equipment. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official in the notice and make the structure, or portion thereof, comply with the requirements of the Building Code. Structures that are altered, modified, or repaired without the benefit of permits, for purposes of adding rooms for tenants, shall be considered as occupancy violations and subject to the penalties of Section 15.02.100 of this code.

- J. Unsafe Buildings. When the Building Official ascertains that a building, structure, or premises, or any portion thereof, regulated by the Building Code is a public nuisance or otherwise has become hazardous to life, health, or property, the Building Official may order abatement by repair, rehabilitation, Demolition, or removal in accordance with the procedures set forth in the Building Code or such alternate procedures as may have been or as may be adopted by the City or the Building Official. As an alternative, the Building Official may institute any other appropriate action to prevent, restrain, correct or abate the violation.

15.02.095 Applicability

- A. This code shall apply to the construction, erection, alteration, moving, enlargement, demolition, repair, improvement, conversion, maintenance, and work associated with any building or structure except those located in a public way.
- B. Where, in any specific case, there is a conflict between this code and the Oregon Revised Statutes, the Oregon Revised Statutes shall govern.
- C. When conflicts occur between the technical codes, those provisions providing the greater safety to life shall govern. In other conflicts where sanitation, life safety or fire safety are not involved, the most restrictive provisions shall govern.
- D. Where, in any specific case, different sections of this code specify different material methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- E. When conflicts occur between specific provisions of this code and administrative provisions in a technical code which is then applicable within this jurisdiction, those provisions becoming the law most recently shall prevail.

15.02.100 Violations and Penalties

- A. It is unlawful and a public nuisance within the City of McMinnville for any person in charge of a premises to permit, allow or cause to exist, any substance, condition or act on the premises that is injurious or detrimental to the public health, welfare or safety.

- B. The Building Official or designee may determine if a violation of this Chapter has occurred.
- C. If the violation is deemed to be a public nuisance, it will be noticed and abated per the process and procedures outlined in Chapter 2.50 of the McMinnville Municipal Code.
- D. If the violation is deemed to be a public nuisance, in addition to any corrective action ordered by the City, a person found to have violated the provisions of this Chapter may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 2 Code Violation.
- E. If the violation is deemed to be an immediate public safety hazard, in addition to any corrective action ordered by the City, the amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 1 violation.
- F. Notwithstanding the other remedies in this chapter, if the Building Official determines that any building under construction, mechanical work, or plumbing work on any building or any structure poses an immediate threat to the public health, safety or welfare, they may order the work halted and the building or structure vacated pending further action by the City and its legal counsel.
- G. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available under City ordinance or state statute.
- H. In addition to enforcement mechanisms authorized elsewhere in this code, failure to pay an administrative civil penalty imposed pursuant to this code shall be grounds for withholding issuance of requested permits or licenses, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.

15.02.200 Protests and Appeals

A person aggrieved by an action of the Building Official taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 15.04
FIRE CODES

Sections:

15.04.010	Definitions
15.04.020	Establishment of Duties.
15.04.030	Adoption of Oregon Fire Code
15.04.040	Fire Protection System Maintenance
15.04.050	Restricted Uses During Fire Season
15.04.060	City of McMinnville Modifications to the Oregon Fire Code .. .
15.04.070	Violations and Penalties
15.04.080	Protests and Appeals

15.04.010 Definitions

The following definitions govern the implementation of this chapter.

- A. "Jurisdiction," as used in the Oregon Fire Code, means the City of McMinnville ("McMinnville").
- B. "Department of Fire Prevention," as used in the Oregon Fire Code, means "Fire and Life Safety Division."
- C. "Fire Code Official," as used in the Oregon Fire Code, means the Fire Marshal or designee.
- D. "Apparatus cost" means the standardized cost, including repairs and depreciation, for the use of McMinnville Fire Department's apparatus and or equipment, as set forth in adopted regulations of the State Fire Marshal or in City resolution, and the cost for the use of apparatus or equipment of another jurisdiction which may respond to an incident pursuant to statute or intergovernmental agreement.
- E. "Direct costs" means those costs of supplies, apparatus and labor incurred by the City or another jurisdiction in responding to an incident and as may be set forth in adopted regulations of the State Fire Marshal or in City resolution.
- F. "Direct fire or rescue services" means any service provided by employees of the City (1) to a person whose person or property is injured or threatened with injury; or (2) to a person whose property has injured or threatens to injure another person or another person's property, for which a charge is not otherwise imposed under this code. "Direct fire or rescue services" includes, but is not limited to, the suppression of fires, the rescue of persons or property, the provision of medical assistance, and containment and cleanup of hazardous materials.

- G. "Indirect costs" means those costs that are set forth in adopted regulations of the State Fire Marshal or in City resolution, and which are the product of the state "average response availability rate" and the time spent responding to an incident, together with the state "average support services cost per incident," as defined by the State Fire Marshal.
- H. "General costs" means direct or indirect costs that are not attributable to any particular person who received direct fire and rescue services.
- I. "Gross negligence" means conduct with conscious indifference to or reckless disregard of the rights of others.
- J. "Labor costs" means the compensation paid by the City to its employees, including but not limited to base pay, overtime pay and fringe benefits, during the time spent responding to an incident.
- K. "Railroad right-of-way" means a right-of-way used for rail transportation.
- L. "Transportation route" means a roadway or waterway against which no taxes or assessments for fire protection are levied by the City.

15.04.020 Establishment of Duties

The Oregon Fire Code shall be enforced by the Code Official as defined by the Oregon Fire Code.

15.04.030 Adoption of Oregon Fire Code

Except as specifically excluded or modified by this chapter, the City of McMinnville adopts the Oregon Fire Code and appendices A through D, F, H, I, J, and K through N, which will be referred to in the McMinnville Municipal Code as the Oregon Fire Code ("OFC"). One (1) copy of the Oregon Fire Code and appendices shall be filed in the office of the City Recorder.

15.04.040 Fire Protection System Maintenance

Fire protection systems service providers providing inspections, tests, and maintenance required by OFC Section 901.6 and the referenced standards shall be qualified and shall provide the inspections, tests, and maintenance in accordance with the referenced standards. Failure by a company or individual service provider to follow the referenced standards is a Class 5 violation.

15.04.050 Restricted Uses During Fire Season

- A. The City of McMinnville will follow the Oregon Department of Forestry ("ODF") burn restrictions and regulations during fire season. Open flame and fire pits are prohibited at high fire index. Exemption: A seasonal permit for contractors can be obtained for use

within the City of McMinnville to allow for powered equipment use during fire season (i.e., landscape, construction, etc.). Working on or within one-eighth (1/8) of a mile of ODF-protected property requires the contractor must contact ODF and get an additional permit issued from ODF if required.

- B. The Fire Code Official or designees may issue a permit which allows a person to conduct a restricted activity as long as specified fire prevention measures are taken to reduce the potential for fire ignition. Contractors, such as those performing landscape or construction work, may obtain a seasonal permit for use within the City to allow for powered equipment used during fire season. Working on or within one-eighth (1/8) of a mile of ODF-protected property requires the contractor to contact ODF to obtain an additional permit issued by ODF if required.

15.04.060 City of McMinnville Modifications to the Oregon Fire Code

McMinnville Fire Prevention Code incorporates the Oregon Fire Code current Edition except that the following referenced OFC sections are modified as set forth below:

- A. OFC Section: Fire Records is modified by the addition of the following language:
Fire Investigation Reports for fires that are under investigation will not be released until the investigation is complete. Exception: The Fire Chief may release incomplete Fire Investigation Reports if warranted.
- B. OFC Section: Inspections is modified by the addition of the following language:
 - 1. Inspections outside of normal business hours: The Fire & Life Safety Division will make every attempt to conduct inspections during normal business hours (Monday thru Friday 8 am to 5 pm). If the applicant or business owner's agent requests an inspection outside of normal business hours, or if the Fire Code Official determines a permit inspection is required and there is no other alternative but to conduct the inspection outside of normal business hours, the Fire Code Official shall inform the applicant or business agent there will be an after-hours inspection fee. The inspection will not be performed until the required fees have been paid.
 - 2. Re-Inspection Fees. Each Fire & Life Safety inspection is provided with one additional re-inspection at no additional cost to the business. If subsequent re-inspections starting with a second re-inspection is required, a fee shall be assessed. Each additional re-inspection required shall have an increased fees assessed. Fees shall be set through a resolution of City Council.
- C. OFC Section: Permits is modified by the addition of the following language:
Required permits may include, Operational and construction permits as allowed by the Oregon Fire Code.

A schedule of permit and service fees shall be established by resolution of the City Council and periodically amended by Council resolution and kept at McMinnville Fire Department and in the City Recorder's office.

15.04.070 Violations and Penalties

- A. It is unlawful and a public nuisance for any person violating or causing violation of any of the provisions of this chapter. Such person, firm or corporation is guilty of a separate violation for each and every day during which any violation of this chapter is committed or continued by such person, firm or corporation. This violation can be retroactively applied to the first day the occupant or owner was made aware of the violation by the Fire Code Official.
- B. The Fire Code Official or designee may determine if a violation of this Chapter has occurred.
- C. If the violation is deemed to be a public nuisance, it will be noticed and abated per the process and procedures outlined in Chapter 2.50 of the McMinnville Municipal Code.
- D. If the violation is deemed to be a public nuisance, in addition to any corrective action ordered by the City, a person found to have violated the provisions of this Chapter may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 3 Code Violation.
- E. For any violations of this chapter deemed to be life-threatening, a violation can be issued immediately for each and every occurrence, including multiple occurrences in one (1) day. Life-threatening hazards include but are not limited to overcrowding, locking or obstructing doors designated to remain unlocked, and shutting off or removing designated fire protection equipment.
- F. If the violation is deemed to be an immediate public safety hazard, in addition to any corrective action ordered by the City, the amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 1 violation.
- G. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available under City ordinance or state statute

15.04.080 Protests and Appeals

A person aggrieved by an action of the Building Official taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 15.06
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

Sections:

- | | |
|-----------|-------------------------------|
| 15.06.010 | Adopted by Reference |
| 15.06.020 | Authority to Alter Provisions |

15.06.010 Adopted by Reference

The provisions of the current edition of the Oregon Standard Specifications for Construction, prepared by the Oregon Department of Transportation, are adopted and made a part hereof as if fully set out in this chapter, and all Public Works contracts hereafter entered into by the city, excepting the McMinnville Water and Light commission, shall include in the contract documents by reference all of the provisions of said specifications.

15.06.020 Authority to Alter Provisions

The City reserves the right to amend, enlarge or change any of the standard specifications in any construction contract hereafter entered into by and between the city and another party. .

Chapter 15.08
HOUSE MOVING REGULATIONS

Sections:

15.08.010	Purpose
15.08.020	Relocation Permit Required
15.08.030	Site and Street Occupancy Prohibited
15.08.040	Applicant’s Burden
15.08.050	Applications
15.08.060	Authority to Decide Relocation Permit
15.08.070	Permit Approval Process
15.08.080	Demonstration of Zoning Compliance
15.08.090	Approval Criteria
15.08.100	Conditions
15.08.110	Notice of Approved Relocation Permit
15.08.115	Relocation of Historic Resources
15.08.120	Violations and Penalties
15.08.130	Protests and Appeals

15.08.010 Purpose

The purpose of this section is to establish an orderly process for reviewing requests for moving structures over City streets; minimizing damage to private and public property during the course of moving a structure, securing funds for the repair or restoration of damage caused by moving structures, minimizing disruption to traffic, public utilities, and communication services, protecting public safety and welfare, and ensuring compliance with applicable provisions of the McMinnville Municipal Code.

15.08.020 Relocation Permit Required

A building permit is required prior to moving any structure, which is ordinarily attached to real property over City streets. Buildings relocated from sites not within the City of McMinnville are subject to this chapter. In such cases the Community Development Director shall determine applicable code provisions.

15.08.030 Site and Street Occupancy Prohibited

- A. Occupation of a relocated structure on any lot, tract, or other real property is prohibited without first obtaining zoning certification in accordance with this chapter, required building permits, and payment of all fees.

- B. Temporary storage of moved structures within the City of McMinnville is prohibited.

- C. Temporary placement of relocated structures within public and private streets is prohibited unless expressly authorized under an approved relocation permit.

15.08.040 Applicant's Burden

The applicant bears the burden of demonstrating compliance with all provisions of these regulations prior to issuance of a relocation permit.

15.08.050 Applications

- A. An application fee, as adopted by Resolution of the McMinnville City Council, is required at the time of application submission. Applications that are not accompanied by an application fee shall not be accepted.
- B. Applicants will be required to provide insurance as set by City Council.
- C. The applicant shall pay a refundable deposit for damages incurred within the public right of way or other city property, facilities or utilities. Deposit to be set by Resolution of the McMinnville City Council.

15.08.060 Authority to Decide Relocation Permit

The Community Development Director, or designee, shall interpret, apply, and enforce provisions of this chapter except for zoning and land-use regulations, which shall be administered by the Planning Director.

15.08.070 Permit Approval Prohibited

No building relocation permit shall be issued until all liens, charges, and billings applicable to the donor site and owed the City have been paid to the satisfaction of the Finance Director.

15.08.080 Demonstration of Zoning Compliance

- A. The applicant shall demonstrate consistency with the McMinnville Zoning Ordinance for the donor and receiving sites located within the City of McMinnville prior to issuance of a relocation permit.
- B. Zoning Certification
 - 1. The relocation permit application shall include sufficient information necessary for determination of zoning compliance for receiving sites and determination of the structure's historic preservation landmark status under the McMinnville Zoning Ordinance.
 - 2. The Planning Director shall determine whether the applicant has demonstrated compliance with the Zoning Ordinance within seven (7) workdays of a complete application being received.

15.08.090 Approval Criteria

The Community Development Director, or designee, may approve, approve with conditions, or deny relocation permit applications. Applications for a relocation permit shall be approved only when the following items have been submitted or otherwise resolved to the Community Development Director's satisfaction. The Community Development Director shall consider recommendations of the Building Official, Planning Director, Public Works Division, Police Chief, Fire Marshall, Oregon Department of Transportation, Yamhill County, Utility Providers and others as appropriate.

- A. Complete relocation permit application and deposit;
- B. Proposed route, time and date of the move;
- C. Proof of required insurance and endorsements.
- D. Certification of zoning compliance;
- E. Determination that the proposed time and route of the move is safe and minimizes disruption to traffic;
- F. Proof of approved building permits for receiving site when located in the City of McMinnville;
- G. The demolition permit for donor site showing proper disconnection and capping of site utilities;
- I. Specification of loaded height, width, and length of structure to be moved, and all escort and other vehicles;
- J. Specification of wheel weight in pounds per square inch;
- K. Identification of all obstructions within the public right-of-way and private property to be removed. Trees that must be pruned or removed are also to be identified. A tree permit may be required in accordance with Section 17.58.040 of this code; if a street tree, a private tree, or a sign must be pruned or removed to accommodate a house move and otherwise meets current clearance requirements, removal and replacement costs will be paid by the applicant.
- L. Identification of all traffic controls along the move-route;
- M. Traffic control plan;

- N. Certification from utility providers, county, and state agencies (“Agency” or “Agencies”) along the route of move certifying acceptability of the proposed move and specifying any conditions that are imposed as a condition of the certification;
 - 1. Applicant will prepare for Agency review with any request for certification a map or drawing describing the route of the move and show any above-ground utility facilities, signage, or lighting in the route.
 - 2. Applicant will pay costs, fees and charges required by an Agency for review of utility, lighting, or signage systems related to certification.
- O. Authorization by owners of the donor and receiving sites to make application for the move;
- P. Written confirmation from the Finance Director that all liens, charges, and billings applicable to the donor site have been satisfied;
- Q. A security deposit as required to secure repair of any damage to City property or Agency facilities in an amount to be determined by the Community Development Director;
- R. Additional information as may be specified to demonstrate compliance with this chapter.

15.08.100 Conditions

A relocation permit may be conditioned to specify conditions including but not limited to the following:

- A. Time of move;
- B. Route of move;
- C. Overall length, width, and height of structure to be moved;
- D. Axle weight or wheel weight in pounds per square inch of tire;
- E. Number and location of vehicle escorts;
- F. Required traffic controls;
- G. Terms for repair of damage to roadways, property, or other City or Agency facilities.

15.08.110 Notice of Approved Relocation Permit

The applicant shall post a notice of approved relocation permit on the property or structure so that it is visible from the street, giving notice of intent to relocate the structure. The notice shall be in the form prescribed by the Community Development Director and shall be posted the

same day the permit is approved. The notice must remain posted for five (5) workdays thereafter.

15.08.115 Relocation of Historic Resources

- A. Certificate of Approval Required. Prior to any exterior alteration or relocation of a historic resource on the McMinnville Historic Resources Inventory, the owner must apply for and receive a Certificate of Approval per Section 17.65.040(C) of the McMinnville Municipal Code. No alteration of the historic landmark shall occur prior to the issuance of the Historic Landmarks Committee’s decision on the Certificate of Approval for Alteration application.
- B. Fees Waived for Eligible Historic Resources. Certain municipal fees are hereby waived, subject to compliance with this chapter, in the instances where a structure which is designated as “distinctive” or “significant” on the McMinnville Historic Resources Inventory is being moved from one lot within the city to another lot in the city. The Historic Resources Inventory is on file in the city planning department.
1. Fees to be Waived. The fees to be waived are the parks and wastewater system development charges imposed in Section 3.10.020 of the McMinnville Municipal Code, and any moving, foundation and plumbing permit fees imposed by this Chapter.
 2. Covenant Required. In return for the fee waiver the owner of the structure to be moved shall covenant with the city to guarantee that the structure shall be maintained in its historic character and that all exterior alterations, as defined in MMC 17.06.060, shall be made in compliance with the Certificate of Approval process described in MMC 17.65.060.
 3. Fee Waiver Rescinded. In the event that an applicant decides to proceed with alterations that were not approved by the Historic Landmarks Committee through the Certificate of Approval for Alteration process in Section 17.65.060 of the McMinnville Municipal Code, all fees waived under Section 15.08.115 of this Chapter will become due and payable. Fees to be paid will be based on the then current fee schedules.
 4. Certificate of Fee Waiver. Upon issuance of the certificate of occupancy for the new location of the historic resource, the city shall record a Certificate of Fee Waiver on the property documenting the date and amount of the fee waiver with the Yamhill County Recorder’s Office.

15.08.120 Violations and Penalties

In addition to any corrective action ordered by the city, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continued violation will not exceed the amount established for a Class 3 code violation.

15.08.130 Protests and Appeals

A person aggrieved by the decision on a relocation permit taken pursuant to this Chapter may appeal that action per the process outlined in Chapter 2.50.510 of the McMinnville Municipal Code.

Chapter 2.50
CODE COMPLIANCE

New proposed language is represented by **underline font**, deleted language is represented by ~~strikethrough font~~.

2.50.010 Applicability of Chapter

- A. The provisions of this chapter apply to the enforcement of civil code provisions identified in the following portions of the McMinnville Municipal Code, including all plans, permits, or licenses adopted or issued pursuant to such provisions :
1. All chapters of Title 5 (Business Taxes, Licenses and Regulations)
 2. All chapters of Title 8 (Health and Safety)
 3. **All chapters of Title 15 (Buildings and Construction)**
 4. All chapters of Title 17 (Zoning) and all ordinance adopted pursuant to Title 17 or the McMinnville Comprehensive Plan, regardless of whether such ordinance are codified in the McMinnville Municipal Code.
- B. Notwithstanding the provisions of subsection (A) of this section, the provisions of this chapter do not apply to the enforcement of any violation identified as a misdemeanor or for which the punishment may include any term of imprisonment, or to any criminal, traffic or parking laws, including the laws set forth in the following Titles of the McMinnville Municipal Code:
1. Title 9 – Public Peace, Morals and Welfare
 2. Title 10 – Vehicles and Traffic

Chapter 8.10
PUBLIC NUISANCES

New proposed language is represented by **underline font**, deleted language is represented by ~~strikethrough font~~.

Sections:

8.10.035 Storage

8.10.250 Motor Vehicles

- A. A person in charge of a premises must not permit, allow or cause to exist any discarded motor vehicle (including motor vehicles parts such as bodies, engines, transmissions and rear ends) on the premises, except that a person may store a discarded motor vehicle:
1. Within in a building that is wholly or entirely enclosed except for doors used for ingress or egress
 2. In a back yard of a residential property if the discarded motor vehicle:
 - a. Is screened by a sight-obscuring fence so that it is not visible from adjoining properties, streets and public right of ways, and or
 - b. Is covered by an approved car cover, that is maintained free of deterioration, tearing, dirt and dust accumulation; and**
 - c. Is maintained in a manner that does not attract vermin, produce an offensive odor, or otherwise become a danger to public health or safety.
 3. In connection with an authorized and permitted business dealing in junked vehicles.
- B. For the purpose of this section, "discarded motor vehicle" means any motor vehicle that:
1. Has been inoperative for a period of more than 30 days;
 2. Is wrecked;
 3. Is dismantled, in whole or part;
 4. Is junked or abandoned; or,
 5. Has a vehicle registration sticker expired for more than two (2) months.

- C. A person in charge of a premises in a residential zone must not permit, allow or cause to exist motor vehicles, RVs, boats or trailers to be parked or placed in front yards or exterior side yards of the premises, unless the area used for parking or storage consists of non-erodible surfaces such as asphalt, concrete or pavers, **or gravel with a minimum depth of four inches that consists of traffic bound or dense-grade gravel.**
- D. A person in charge of a premises in a residential zone must not permit, allow or cause to exist parking or storage areas consisting of non-erodible surfaces in front or exterior side yards of the premises to use more than 40% of the yard area. For the purposes of this section, “yard area” is measured as the space between the front and side building lines to the property line of the premises.
- E. A person in charge of a premises in a residential zone must not permit, allow or cause to exist parking or storage areas that are less than twenty feet in depth from the property line of the premises when the parking or storage area is perpendicular to the property line.
- F. In addition to any corrective action ordered by the City, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 Code Violation.

8.10.305 Storage

- A. **Unless otherwise specifically allowed by state regulations or this code, a person in charge of a premises must not permit, allow or cause to exist any storage of items of personal property out-of-doors, or outside a building or structure that is not enclosed or screened from public view.**
- B. **Notwithstanding subsection (A) of this section, the following items of personal property may be stored outside of a building or structure:**
 - 1. **Firewood that is stacked and usable. “Usable” firewood has more wood than rot and is cut to lengths that will fit a lawful fireplace or wood stove on the premises;**
 - 2. **Construction material, if the construction material is temporarily stored and is stored in a manner to protect its utility and to prevent is deterioration and the construction material is to be used for construction on the premises;**
 - 3. **All other items of personal property which are of a type, condition or quantity consistent with normal and intended outside use. By way of illustration, but not limitation, as used in this section, items of personal property include barbeque grills, lawn furniture, and solid waste disposal receptacles.**

- C. In addition to any corrective action ordered by the City, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 Code Violation.